



Agenda Date: 2/22/17
Agenda Item: IIC

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor. Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CABLE TELEVISION

IN THE MATTER OF THE APPLICATION OF)
CABLEVISION OF MONMOUTH, LLC FOR THE)
RENEWAL OF ITS SYSTEM-WIDE CABLE)
TELEVISION FRANCHISE)

SYSTEM-WIDE CABLE TELEVISION
FRANCHISE RENEWAL
DOCKET NO. CE16090919

Parties of Record:

Robert Hoch, Esq., Counsel, Local Government & Regulatory Affairs, Altice USA, for
Cablevision of Monmouth, LLC
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On February 11, 2010, in Docket No. CE10010023, the Board of Public Utilities ("Board") issued an order memorializing the conversion by Cablevision of Monmouth, LLC of its municipal consent-based franchise in the Borough of Interlaken to a System-wide Cable Television Franchise for a term of seven years to expire on January 11, 2017. Cablevision of Monmouth, LLC has added an additional 19 municipalities to its System-wide Cable Television Franchise. The addition of these municipalities was memorialized by Orders of Amendment issued by the Board: on June 7, 2010, for one municipality; on October 20, 2010, for six municipalities; on February 10, 2011, for five municipalities; May 16, 2011 for one municipality; on September 22, 2011, for one municipality; and on October 13, 2011, for four municipalities and on December 20, 2013 for one municipality. A list of the municipalities included in Cablevision of Monmouth, LLC's System-wide Cable Television Franchise is attached as Appendix "I". On May 26, 2016, in Docket No. CM15111255, the Board approved the Merger of Altice, USA and Cablevision Systems Corporation, the parent of Cablevision of Monmouth, LLC. Altice is obligated to abide by all commitments under Cablevision of Monmouth, LLC franchise agreements. Although by its terms, Cablevision of Monmouth, LLC's System-wide Cable Television Franchise expired on January 11, 2017, it is authorized to continue to provide cable television service, pursuant to N.J.A.C. 14:18-14.13(e).

BACKGROUND

On May 21, 2014, the Board notified Cablevision of Monmouth, LLC of its intention to review its performance under its System-wide cable television franchise pursuant to 47 U.S.C. § 546, N.J.S.A. 48:5A-19(b) and N.J.A.C. 14:18-14.16. On November 16, 2015, the Board invited Cablevision of Monmouth, LLC to file comments on its performance under its System-wide Cable Television Franchise and to assess how it will meet the future needs of the communities listed in its franchise application. Cablevision of Monmouth, LLC filed its Initial Comments with the Board on January 29, 2016. Pursuant to N.J.A.C. 14:18-14.17, on May 25, 2016, the Board issued a report ("Ascertainment Report") on Cablevision of Monmouth, LLC's performance under its System-wide Cable Television Franchise and the future System-wide cable television franchise needs of the State and the municipalities under the System-wide cable television franchise.

On September 30, 2016, Cablevision of Monmouth, LLC filed for renewal of its System-wide Cable Television Franchise, pursuant to N.J.S.A. 48:5A-19 and N.J.A.C. 14:18-14.13. Pursuant to N.J.A.C. 14:18-14.3, the Board was required to hold two public hearings in this matter, which were held in the Township of Wall on December 5, 2016 at 4:00 p.m. and in the Township of Toms River at 6:30 pm. Written comments were accepted between December 5, 2016 and January 4, 2017.

Following review of Cablevision of Monmouth, LLC application, Board staff issued discovery requests to Cablevision of Monmouth, LLC on November 23, 2016, seeking additional follow-up information. Cablevision of Monmouth, LLC provided responses to Staff's request on December 1, 2016 and December 6, 2016.

PUBLIC COMMENT

At the hearings, the public was invited to provide oral and/or written comment on the application, and the hearings were transcribed by a court reporter, with the transcripts included in the record of this matter. At both hearings, the New Jersey Division of Rate Counsel ("Rate Counsel") noted the highlights of Cablevision of Monmouth, LLC's application and stated that it would provide written comments to the Board regarding the application and the issuance of the Renewal System-wide Cable Television Franchise. On December 22, 2016, Rate Counsel filed a letter with the Board stating that it had reviewed the application and supporting documentation and did not oppose Board approval of Cablevision's application for a Renewal System-wide Cable Television Franchise. On December 5, 2016, Assemblyman David P. Rible, 30th District filed comments in support of the Cablevision of Monmouth's application and the company's service, especially in Wall Township.

DISCUSSION

In 2006, the Legislature passed amendments to the State Cable Act which allowed Cablevision of Monmouth, LLC to apply for and receive a System-wide Cable Television Franchise from the Board (P.L. 2006, c. 83). The Legislature articulated certain restrictions and pre-conditions the Board could consider prior to approving any System-wide cable television franchise applicant. The Board is bound by the enabling statute and the adopted rules for application and enforcement.

In determining whether to issue Cablevision of Monmouth, LLC a renewal of its System-wide Cable Television Franchise, the Board may only consider that which is allowed by the State Cable Act, which provides, at N.J.S.A. 48:5A-16(f), that “[i]n determining whether a System-wide cable television franchise should be issued, the board shall consider only the requirements of sections 17 and 28 of P.L. 1972, c. 186 (C. 48:5A-17 and C. 48:5A-28).”

N.J.S.A. 48:5A-17 permits the Board to issue a System-wide cable television franchise following its review of the application, where it finds the applicant has complied or is ready, willing and able to comply with all applicable rules and regulations imposed or pursuant to State or federal law as preconditions for providing cable television service. N.J.S.A. 48:5A-28 sets forth the elements in the application for a System-wide cable television franchise and the required commitments of a System-wide cable television applicant. The Board’s review of the application makes it clear that Cablevision of Monmouth, LLC’s application satisfies the requirements set forth by the Legislature.

CONCLUSION

Based upon these findings, the Board **HEREBY CONCLUDES** that, pursuant to the System-wide Cable Television Franchise Act and the Cable Television Act, Cablevision of Monmouth, LLC has complied or is ready to comply with all applicable rules and regulations imposed by or pursuant to State and federal law as preconditions for engaging in the proposed cable television operations, that Cablevision of Monmouth, LLC has sufficient financial and technical capacity, meets the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment, and is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, Cablevision of Monmouth, LLC is **HEREBY ISSUED** this Renewal System-wide Cable Television Franchise, for a period of seven years, as evidence of Cablevision of Monmouth, LLC’s authority to operate a cable television system within the jurisdiction set forth in its application, subject to the following conditions:

1. All of the commitments, statements and promises contained in the application for renewal of this System-wide Cable Television Franchise and any amendments thereto submitted in writing to the Board, except as modified herein, are hereby adopted and binding upon Cablevision of Monmouth, LLC as terms and conditions of this Renewal System-wide Cable Television Franchise, and included as conditions as if fully set forth herein. The application and any other relevant writings submitted by Cablevision of Monmouth, LLC shall be considered a part of this System-wide Cable Television Franchise and made part hereof by reference.
2. In Asbury Park City, Avon by the Sea Borough, Belmar Borough, Bradley Beach Borough, Brielle Borough, Englishtown Borough, Farmingdale Borough, Interlaken Borough, Lake Como Borough, Manasquan Borough, Neptune City Borough, Neptune Township, Sea Girt Borough, Spring Lake Borough, Spring Lake Heights Borough and Toms River Township Cablevision of Monmouth, LLC shall provide service to residents in residentially zoned areas at no cost beyond the installation rates contained in its schedule of prices, rates, terms and conditions filed with the Board. Commercial establishments shall be constructed in accordance with Cablevision of Monmouth’s commercial line extension policy attached to this Certificate as Appendix "III".

3. In Wall Township, Cablevision of Monmouth, LLC shall provide service in accordance with the Line Extension Policy ("LEP") attached to this order (Appendix "II") based upon a minimum of 25 homes per mile. Commercial establishments shall be constructed in accordance with Cablevision of Monmouth's commercial line extension policy attached to this Certificate as Appendix "III".
4. In Freehold Township, Millstone Township and Ocean Township Cablevision of Monmouth, LLC shall provide service in accordance with the LEP attached to this order (Appendix "II") based upon a minimum of 25 homes per mile.
5. Cablevision of Monmouth, LLC may add additional municipalities to its System-wide Cable Television Franchise without seeking approval from the Board, in accordance with N.J.A.C. 14:18-14.14. Cablevision of Monmouth, LLC must provide notice to the Board and the affected municipality via certified mail.
6. Under N.J.A.C. 14:18-5.1(a), Cablevision of Monmouth, LLC shall maintain a local business office where applications for service, complaints, service inquiries, bill payments, and so forth will be received. Currently, Cablevision of Monmouth, LLC maintains local offices at 501 Boulevard, Seaside Heights, New Jersey; 4340 Route 9 South, Freehold, New Jersey; and 1501 18th Avenue, Wall Township, New Jersey. Cablevision of Monmouth, LLC shall maintain its local offices in accordance with applicable law.
7. The designated complaint officer for all municipalities in Cablevision of Monmouth, LLC's System-wide Cable Television Franchise is the Office of Cable Television. All complaints shall be received and processed in accordance with applicable rules.
8. Cablevision of Monmouth, LLC shall pay a franchise fee to each municipality served in the amount of 3.5% of its gross revenues, as defined by N.J.S.A. 48:5A-3(x) and -30(d), paid by subscribers in the municipality.
9. Cablevision of Monmouth, LLC shall pay to the State Treasurer, in accordance with its CATV Universal Access Fund now existing or as will exist in the future, an amount of up to 0.5% of its gross revenues, as defined by N.J.S.A. 48:5A-3(x) and -30(d), paid by subscribers in the municipality.
10. Cablevision of Monmouth, LLC shall maintain an informational schedule of prices, rates, terms and conditions for unregulated service and promptly file any revisions thereto. Rate and channel line-up changes shall be performed in accordance with applicable rules.
11. Upon written request of a municipality served by its System-wide Cable Television Franchise, Cablevision of Monmouth, LLC shall provide or continue to provide and maintain a return line or other method of interconnection from any one location in the municipality, without charge, to a location of interconnection in its cable television system in order to allow live or taped cablecasting of PEG access programming by the municipality. The return line or interconnection shall be provided in accordance with N.J.A.C. 14:18-15.4(c).
12. Upon written request of a municipality served by its System-wide Cable Television Franchise, Cablevision of Monmouth, LLC shall provide and maintain up to two PEG access channels. If a municipality requests more than two PEG access channels, the municipality shall demonstrate the need for the additional PEG access channels in accordance with N.J.A.C. 14:18-15.4(a)1. The municipality shall assume all responsibility for the management, operations and programming of the PEG access channels in accordance with N.J.A.C. 14:18-15.4(a)4.
13. Cablevision of Monmouth, LLC shall continue to provide equipment and training for municipalities covered by the System-wide cable television franchise without charge, for use in the development of local programming content that can be shown on PEG

access channels. Cablevision currently maintains a studio location at 1501 18th Avenue, Wall Township, New Jersey. The hours of operation are from 9:00 a.m. to 5:00 p.m., Monday through Friday, by appointment, on a first come, first served basis. Cablevision provides training at the access studio upon request. A municipality or its designee wishing to use the studio must have an access user application on file and submit a completed studio time user application. A municipality or its designee wishing to receive training must have an access user application on file and submit a completed access training application.

14. Upon written request of a municipality served by its System-wide Cable Television Franchise, Cablevision of Monmouth, LLC shall install and maintain, without charge; one service outlet activated for basic cable television service and Internet service to each fire station, public school, police station, public library and any other such building used for municipal purposes, in accordance with N.J.A.C. 14:18-15.5.
15. Pursuant to N.J.A.C. 14:18-14.2, Cablevision of Monmouth, LLC shall maintain sufficient bond for the faithful performance of all undertakings by the applicant as represented in the application; and shall have sufficient insurance including the Board, all municipalities served and the applicant as insureds, with respect to all liability for any death, personal injury, property damage or other liability arising out of the applicant's construction and operation of its cable television system.
16. Pursuant to N.J.S.A. 48:5A-28(n), Cablevision of Monmouth, LLC shall continue to comply with any applicable consumer protection requirements.

The Renewal System-Wide Cable television Franchise is subject to all applicable State and federal laws, the rules and regulations of the Office of Cable Television, and any such lawful terms, conditions and limitations as currently exist or may hereafter be attached to the exercise of the privileges granted herein. Cablevision of Monmouth, LLC shall adhere to the applicable operating standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. §76.601 through §76.630. Any modifications to the provisions thereof shall be incorporated into this Renewal System-wide Cable Television Franchise. Any modifications to the provisions thereof shall be incorporated into this Renewal System-wide Cable Television Franchise.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or the Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Renewal System-wide Cable Television Franchise.

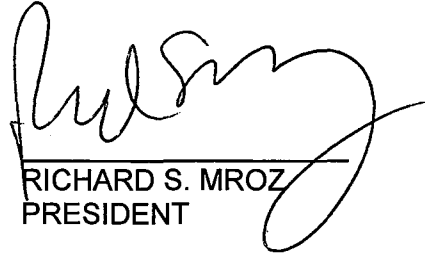
This Renewal System-wide Cable Television Franchise is issued on the representation that the statements contained in Cablevision of Monmouth, LLC's application are true, and the undertakings therein contained shall be adhered to and be enforceable unless specific waiver is granted by the Board or the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

Cablevision of Monmouth, LLC's Renewal System-wide Cable Television Franchise shall expire on January 11, 2024.

This Order shall be effective on March 4, 2017.

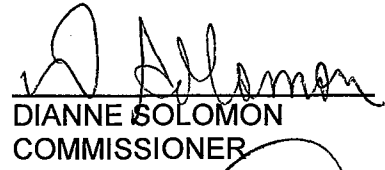
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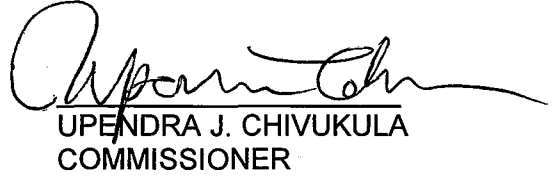
BOARD OF PUBLIC UTILITIES
BY:

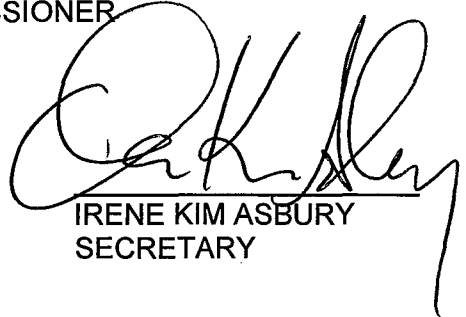

RICHARD S. MROZ
PRESIDENT


JOSEPH L. FIORDALISO
COMMISSIONER

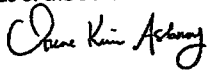

MARY ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
IRENE KIM ASBURY
SECRETARY

HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities



APPENDIX "I" CABLEVISION OF MONMOUTH, LLC
SYSTEM-WIDE CABLE TELEVISION FRANCHISE MUNICIPALITIES

#	Municipality	County
1	Asbury Park City	Monmouth
2	Avon by the Sea Borough	Monmouth
3	Belmar Borough	Monmouth
4	Bradley Beach Borough	Monmouth
5	Brielle Borough	Monmouth
6	Englishtown Borough	Monmouth
7	Farmingdale Borough	Monmouth
8	Freehold Township	Monmouth
9	Interlaken Borough	Monmouth
10	Lake Como Borough	Monmouth
11	Manasquan Borough	Monmouth
12	Millstone Township	Monmouth
13	Neptune City Borough	Monmouth
14	Neptune Township	Monmouth
15	Ocean Township	Monmouth
16	Sea Girt Borough	Monmouth
17	Spring Lake Borough	Monmouth
18	Spring Lake Heights Borough	Monmouth
19	Toms River Township	Ocean
20	Wall Township	Monmouth

APPENDIX "II"
Office of Cable Television
Line Extension Policy
Cablevision of Monmouth, LLC
System-Wide Cable Television Franchise Renewal

A cable operator is required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system.

Actual subscribers served by the extension are required to absorb the remainder of the cost.

If new subscribers are added to the extension the cost is adjusted and those who previously paid receive an appropriate rebate.

- 1. $\frac{\text{\# of homes in extension}}{\text{mileage of extension}} = \text{homes per mile (HPM) of extension}$
- 2. $\frac{\text{HPM of extension}}{\text{Minimum HPM that company actually constructs in the system}^*} = \text{ratio of the density of the extension to the minimum density which the company constructs in the system ("A")}$
- 3. $\text{Total cost of building the extension times "A"} = \text{company's share of extension cost}$
- 4. $\text{Total cost of building extension less company's share of extension cost} = \text{total amount to be recovered from subscribers}$
- 5. $\frac{\text{Total amount to be recovered from subs}}{\text{Total subscribers in extension}} = \text{each subscriber's share}$

In any case, the company shall extend its plant along public rights of way to:

- 1. All residences and businesses within 150 aerial feet of the operator's existing plant at no cost beyond the normal installation rate.
- 2. All residences and businesses within 100 underground feet of the operator's plant at no cost beyond the normal installation rate.

* The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes which the company has historically constructed at its own cost. This is a function of the operator's break even point and its rate of return. Unbuilt systems will use the primary service area rather than construction.

The operator's installation policies shall apply to construction beyond the public right of way.

Detailed accounting and/or financial information to support the minimum HPM shall be supplied to the Office for its approval in such form as required. The minimum HPM shall be updated as appropriate.

When a request for service is received, and unless good cause is shown, cable companies shall:

1. Provide a written estimate within 30 days of such a request.
2. Begin construction within 60 days of receipt of any deposit monies from potential subscribers.
3. Complete construction within six months of receipt of any deposit monies from potential subscribers.
4. Inform each home passed along the extension of the potential costs for subscribers.

Subscribers who pay for an extension shall be entitled to rebates in the following manner:

1. If the company acquires new subscribers subsequent to the initial calculation of step 5 above, the formula will be adjusted and those who have previously paid for the extension will be entitled to an appropriate rebate. In no event shall the amount of the rebate exceed the subscriber's contribution.
2. The company shall keep accurate records of the cost of the extension, the amounts paid by subscribers and any appropriate adjustments.
3. The company shall notify subscribers in the extension of their rights and responsibilities concerning the extension.
4. Once an individual dwelling has paid its share of the extension cost future reconnections or installations shall be made at the company's standard rates.
5. After a period of five years from the installation of the first dwelling unit in the extension no further adjustments shall be made. Installations after five years shall be at the company's standard rate.
6. Once a subscriber is installed, that person shall not normally be entitled to a refund of any monies paid for the installations, except in accordance with the rebate procedure outlined in this policy.

Definitions

Primary Service Area

The Primary Service Area (PSA) can be an entire municipality but in many instances, the PSA is a limited area within a community outside of which a line extension policy may apply. The PSA is depicted by a franchise map and narrative, presented and recorded during the franchise proceedings. It normally remains a fixed geographic area throughout the life of the franchise.

Line Extension Survey

Potential subscribers residing outside the PSA who request service are entitled to an estimate of their share of the cost to secure service. When conducting a survey and estimating costs, a cable company should factor-in all potential subscribers who could practicably be included in the extension and give consideration to apparent residential construction in areas contiguous to the proposed extension.

APPENDIX "III"
CABLEVISION OF MONMOUTH, LLC
SYSTEM-WIDE CABLE TELEVISION FRANCHISE RENEWAL

COMMERCIAL LINE EXTENSION RATE POLICY

1. Intent. It is the intent of Cablevision that a rate policy be established under which any businesses within the company's franchise areas would have the opportunity to obtain cable television service.

2. Applicability. This line extension rate shall apply to all cable television service extensions, aerial and underground, on public and private lands, provided by Cablevision.

3. Definitions.

(a) Line or Service. That situation where the company must extend its existing trunk line and/or distribution cable in order to make a tap available from which a drop line can be run so as to provide cable television service to the applicant's premises. The line or service extension shall include, but not be limited to, all poles, cables, amplifiers, extenders, splitters, taps, right-of-way acquisitions and clearing, trenching, backfilling and any other one-time costs incurred by Cablevision in connection with extending service to the applicant. A line or service extension shall not include facilities provided by Cablevision pursuant to its applicable installation rates then existing.

(b) Applicant. Any person, firm, corporation or association that applies to Cablevision for service to a commercial establishment in the franchise area.

(c) Commercial Establishment. Any building or structure, or portion thereof, not used for residential purposes including, but not limited to, profit and non-profit corporations or associations, which has requested the installation of cable television service requiring line or service extension as defined herein.

(d) Drop Line. That cable which connects the subscriber's television receiver to the cable transmission system by way of a tap.

(e) Tap. A connecting device inserted in the cable transmission line which allows for the connection of a drop line. An aerial or underground "drop line" constitutes a transmission cable running from the distribution or feeder cable to the subscriber's connection or receiver.

(f) Trunk Line. Transmission cable running from headend to trunk amplifiers and through each trunk amplifier in cascade in the system from which connections for distribution and feeder cable are provided.

(g) Distribution or Feeder Cable. Transmission cable which extends from the distribution amplifiers serving specific areas within the system and from which drop lines are extended.

(h) Qualified Subscriber. Any applicant who, as a potential subscriber, has committed to purchase at least the basic service from Cablevision for a period of not less than two (2) years.

4. Schedule.

(a) Within thirty (30) days after the date on which the service is requested, but not more than ninety (90) days from the date upon which the request for service was made, Cablevision shall furnish the applicant with (1) an estimate request form, (2) a copy of this line extension policy, and (3) notification that service can only be provided by means of a line or service extension.

(b) If the applicant requests a written estimate within thirty (30) days after being advised that service can only be provided by means of a line or service extension, Cablevision shall, within sixty (60) days of such request, furnish a written estimate, a construction schedule, and a service extension contract to be signed by the applicant.

(c) The applicant must return a signed service extension agreement within thirty (30) days after receipt of the material described in Paragraph (b) together with a check in the amount of \$50.00 representing a service extension deposit which will be credited against the applicant's contribution in aid of construction invoice to the applicant which must be signed and returned to Cablevision with the full payment before construction will commence.

(d) If the applicant fails to meet any of the applicable deadlines or any of the terms herein before set forth without the approval of Cablevision, any obligations pertaining to the proposed line or service extension shall cease and be of no further force or effect.

5. Commercial Line Extension Rate Charges.

A commercial establishment requesting line or service extension shall bear all of the following costs to make a tap available from which a drop line may be installed:

(a) The actual cost to Cablevision of materials and equipment necessary to make service available plus shipping charges and applicable taxes.

(b) The actual labor costs incurred by Cablevision, exclusive of benefits.

(c) The actual costs of designs, surveys, prints and engineering or other such labor involved in the preparation or actual construction required.

(d) The direct costs of any easements, make-ready or other third party actions required to perform and complete construction such as, but not limited to, power companies, telephone companies, road work, trenching or the like.

(e) In addition, the applicant shall pay to Cablevision a sum equal to twenty percent (20%) of the entire actual cost of construction as set forth above.

(f) In the event additional commercial subscribers come on-line in an area in which service extension has been provided in accordance herewith, each additional subscriber shall, in addition to the applicable installation rate, be required to contribute their pro-rata share of the original construction costs. Said pro-rata share shall be derived by dividing the original

construction cost by the number of then existing on-line subscribers including the additional subscriber(s).

(g) Any funds collected from additional subscribers will be retained by Cablevision in an interest-bearing account and distributed equitably so as to equalize all subscriber construction contributions. Distribution will be made two years after the original service extension was provided. After said two year period, there shall be no further apportionment of the original construction cost.

6. Record Keeping and Annual Reports. Cablevision shall maintain appropriate records of its costs, subscriber and applicant billings, and revenues resulting from a request for or the construction of a service extension.

7. Ownership of Facilities. Cablevision shall own and maintain the facilities for which a service extension is made and any applicant-subscriber shall not acquire any interest herein.

8. Method of Service Extension. Cablevision reserves the right to provide either an aerial or underground service extension.

9. Term of Service. The minimum term of at least basic subscriber service for an applicant requesting service extension, or his successors and assigns, shall be twenty-four (24) months after the service extension has been energized. Said term shall be guaranteed by the applicant in the service extension contract specified in Paragraph 4(c) hereof.

**IN THE MATTER OF THE APPLICATION OF CABLEVISION OF MONMOUTH, LLC, LLC
FOR**

**THE RENEWAL OF ITS SYSTEM-WIDE CABLE TELEVISION FRANCHISE
DOCKET NO. CE16090919**

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