



Agenda Date: 7/16/25

Agenda Item: 3A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

OFFICE OF CABLE TELEVISION
AND TELECOMMUNICATIONS

IN THE MATTER OF THE APPLICATION FOR)
RENEWAL OF A SYSTEM-WIDE CABLE)
TELEVISION FRANCHISE FOR CABLEVISION)
OF MONMOUTH, LLC) DOCKET NO. CE25020070

Parties of Record:

Vaughn Parchment, Esq., Norris McLaughlin, P.A., on behalf of Cablevision of Monmouth, LLC

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On February 19, 2025, Cablevision of Monmouth, LLC ("Cablevision Monmouth" or "Petitioner") filed an application with the New Jersey Board of Public Utilities ("Board") for the renewal of a system-wide cable television franchise for its current system-wide franchise serving twenty (20) municipalities, pursuant to P.L. 2006, c. 83 ("System-Wide Cable Television Franchise Act" or "Act"), which modified the existing state Cable Television Act ("CATV Act"), N.J.S.A. 48:5A-1 et seq., to allow for competitive system-wide franchises.

BACKGROUND

On February 11, 2010, the Board issued an order memorializing the conversion by Cablevision Monmouth of its municipal consent-based franchise in the Township of Interlaken to a system-wide cable television franchise in Docket No. CE10010023, for a term of seven (7) years to expire on January 11, 2017.¹ Cablevision Monmouth has since added an additional nineteen (19) municipalities to its system-wide cable television franchise.² On February 22, 2017, the Board issued a renewal system-wide cable television franchise to Cablevision Monmouth for a term of

¹ In re Cablevision of Monmouth, LLC for the Conversion to a System-Wide Franchise in the Borough of Interlaken, BPU Docket No. CE10010023, Order dated February 11, 2010.

² The addition of these municipalities was memorialized by Orders of Amendment issued by the Board on June 7, 2010, October 20, 2010, February 10, 2011, May 16, 2011, September 21, 2011, October 13, 2011, and February 20, 2013.

seven (7) years which expired on January 11, 2024, in BPU Docket No. CE16090919.³ A list of the current twenty (20) municipalities included in Cablevision Monmouth's system-wide cable television franchise is attached as Appendix "I".

On May 11, 2021, Cablevision Monmouth notified the Board of its intention to renew its system-wide cable franchise. On June 13, 2024, the Board notified Cablevision Monmouth 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, and invited Cablevision Monmouth 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 Monmouth filed its initial comments with the Board on July 12, 2024. On November 21, 2024, the Board issued a report ("Ascertainment Report") on Cablevision Monmouth'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.

APPLICATION

On February 19, 2025, Cablevision Monmouth filed its application for renewal of a system-wide franchise with the Board. Cablevision Monmouth is a wholly owned subsidiary of Altice USA, Inc. ("Altice"), which collectively holds franchises in 179 New Jersey municipalities through its various affiliates. Copies of the application were provided to the New Jersey Division of Rate Counsel ("Rate Counsel"), as well as to the clerks of all of the municipalities currently served.

In its application, Cablevision Monmouth sought to renew its existing system-wide franchise, which provides service to a total of twenty (20) municipalities located in Monmouth and Ocean counties.

Cablevision Monmouth confirmed that it would abide by the provisions of N.J.S.A. 48:5A-28(h) through (n), as required by the System-Wide Cable Television Franchise Act. Specifically, N.J.S.A. 48:5A-28(h) through (n) imposes requirements on all cable television companies operating under a system-wide franchise and includes commitments as to: line extensions; public, educational and governmental ("PEG") access channels; interconnection with other cable television companies; free cable and Internet service to public schools and municipal buildings; training and equipment for access users; PEG access return feeds; and compliance with customer protection regulations.

³ In re the Application of Cablevision of Monmouth, LLC for the Renewal of its System-Wide Cable Television Franchise, BPU Docket No. CE16090919, Order dated February 22, 2017.

N.J.S.A. 48:5A-28(h) requires a cable television system-wide franchise operator to meet or exceed the line extension policy ("LEP") commitments of the cable television company operating under a municipal consent ordinance-based franchise at the time the franchise is granted. In a number of municipalities, Cablevision Monmouth is required to continue to provide, at a minimum, service to any residence or business along any public right-of-way in the Primary Service Area at no cost beyond the installation rates contained in its schedule of prices, rates, terms and conditions filed with the Board as applicable. In a number of other municipalities, Cablevision Monmouth is required to 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 and in commercially zoned areas in accordance with the LEP attached to this order as Appendix "II", utilizing a homes per mile ("HPM") figure of twenty-five (25) for the municipalities specified below. Commercial establishments shall be constructed in accordance with Cablevision Monmouth's commercial line extension policy attached to this Certificate as Appendix "III".

N.J.S.A. 48:5A-28(i) requires a cable television company operating under a system-wide franchise to provide two (2) PEG access channels upon request of a municipality. Cablevision Monmouth has agreed to provide two (2) PEG access channels for all of the municipalities. Further, upon written request of any municipality, Cablevision Monmouth will provision the access channels in the same manner and quality as commercial channels, and will provide notice of the PEG channel designations as required by applicable statute and rules. Pursuant to this section, the municipalities would be responsible for the management, operations and programming of the PEG access channels that are under its control. Pursuant to N.J.A.C. 14:18-15.4(b), either Cablevision Monmouth or any of the municipalities may request assistance from the OCTV&T for the resolution of any disputes regarding the terms and conditions of the provision of the access channels. N.J.S.A. 48:5A-28(i) also requires all cable television companies operating in a municipality to provide PEG access interconnection on reasonable terms and conditions with all other cable television companies.

N.J.S.A. 48:5A-28(j) and (k) require a cable television operator under a system-wide franchise to provide a single outlet of free basic cable television service and free Internet service to any fire station, public school, police station, public library, or other building used for municipal purposes. Cablevision Monmouth will continue to provide these services to the municipalities and has committed to install cable and Internet services to any qualified building within ninety (90) days of written request by the municipalities, free of charge, provided that the location is passed by active cable television plant. Pursuant to N.J.A.C. 14:18-15.5(b), either party may request assistance from the OCTV&T for resolution of any disputes regarding the provision of these services.

N.J.S.A. 48:5A-28(l) requires a cable television company operating under a system-wide franchise to provide equipment and training for PEG access users, without charge, on a schedule to be agreed upon between the municipality and the cable television company. Cablevision Monmouth has committed to provide use of video production equipment, without charge, for qualified access users to create access content, and provide training in accordance with a schedule agreed upon by the municipalities and Cablevision Monmouth, but in a number not to exceed four (4) times per year, in conformance with N.J.A.C. 14:18-15.6. Furthermore, pursuant to N.J.A.C. 14:18-15.6(d), either party may request assistance from the OCTV&T for resolution of any disputes regarding the provision of these services.

N.J.S.A. 48:5A-28(m) requires a cable television company operating under a system-wide franchise to provide a return line. Cablevision Monmouth has committed to provide a return line, upon written request, from any one location in the municipalities to Cablevision Monmouth's cable television system for PEG access use, which, at a minimum, will provide the municipalities with

the ability to cablecast live or taped access programming in real time to Cablevision Monmouth customers. Furthermore, pursuant to N.J.A.C. 14:18-15.4(c), either party may request assistance from the OCTV&T for resolution of any disputes regarding the provision of these services.

N.J.S.A. 48:5A-28(n) requires Cablevision Monmouth to continue to “meet any consumer protection requirements applicable, pursuant to Board regulations, to cable television companies operating under certificates of approval.” Cablevision Monmouth has certified in its application that it will meet the requirements of this section.

Cablevision Monmouth has also committed to maintaining, under its system-wide franchise, the same liability limits required under N.J.S.A. 48:5A-28(f). Cablevision Monmouth will continue to maintain commercial general liability insurance coverage with respect to claims related to bodily injury, property damage or other claims arising out of Cablevision Monmouth’s construction and operation of its cable television system in amounts that are at least: 1) \$150,000 for bodily injury or death to any one (1) person, within the limit, however, of \$500,000 for bodily injury or death resulting from any one (1) accident; 2) \$100,000 for property damage resulting from any one (1) accident; and 3) \$50,000 for other commercial general liability claims.

The system-wide cable television franchise Act requires cable television companies operating under a system-wide franchise to pay increased franchise fees from two percent (2%) of basic cable television service revenues to three and one-half percent (3.5%) of gross cable television service revenues, as well as an amount not to exceed one-half percent (0.5%) of gross revenues for a CATV Universal Access Fund. N.J.S.A. 48:5A-30.

Pursuant to N.J.A.C. 14:18-5.1, all cable television operating companies are required to maintain “in or within reasonable proximity of its service area, a local business office, the current location of which shall be furnished to the [OCTV&T] where applications for service, complaints, service inquiries, bill payments, and so forth will be received.” Cablevision Monmouth currently maintains local offices at the following locations: 4340 Route 9 South Freehold, New Jersey and 1933 NJ-35 Ste 120, Wall, New Jersey. Any modification to the location of the offices will be subject to the approval process specified at N.J.A.C. 14:18-5.1(c).

Finally, the requirements set forth in N.J.S.A. 48:5A-25.2(a) are not applicable to Cablevision Monmouth, as Cablevision Monmouth does not provide more than forty percent (40%) of the local exchange telephone service market in the State.

PUBLIC HEARINGS

Pursuant to N.J.S.A. 48:5A-16(f), two (2) virtual public hearings were held by the Board in this matter on May 8, 2025. In accordance with N.J.S.A. 48:5A-18(a), notice of the public hearings was posted on the Board’s website and in newspapers of general circulation throughout the State more than ten (10) days in advance of the hearings. The notice indicated that written comments could be filed until May 13, 2025, or five (5) days following the public hearings. 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, Cablevision Monmouth discussed company highlights and the positive benefits the application will have for the municipalities. Rate Counsel noted the importance of public comment and stated that it would provide written comments to the Board regarding the application and the issuance of the system-wide cable television franchise.

On May 12, 2025, Rate Counsel filed a letter with the Board. Rate Counsel stated that it is satisfied the system-wide franchise Renewal Application, meets the statutory and regulatory requirements under N.J.S.A. 48:5A-28 to provide service for the twenty (20) municipalities and accordingly supports approval of the Petitioner's system-wide franchise Renewal Application. No other comments were made at either public hearing or filed electronically thereafter.

DISCUSSION

In determining whether to issue Cablevision Monmouth 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 franchise applicant. The Board's review of the application ensures that Cablevision Monmouth's application satisfies the requirements set forth by the Legislature.

Rate Counsel's comments recommended that the Board approve the application subject to the statutory review noted above (N.J.S.A. 48:5A-17 and N.J.S.A. 48:5A-28). Cablevision Monmouth has demonstrated that they have substantially complied with all of the requirements imposed by the relevant statutes and regulations.

CONCLUSION

Based upon these findings, the Board **HEREBY CONCLUDES** that, pursuant to the System-Wide Cable Television Franchise Act and the CATV Act, Cablevision Monmouth has complied or is ready, willing and, able 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 Monmouth 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 Monmouth is **HEREBY ISSUED** this renewal system-wide cable television franchise, for a period of seven (7) years, as evidence of the Petitioner'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 Monmouth 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 Monmouth 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 Monmouth 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 Monmouth's commercial line extension policy attached to this Certificate as Appendix "III".
3. In Wall Township, Cablevision Monmouth shall provide service in accordance with the Line Extension Policy ("LEP") attached to this Certificate as Appendix "II" based upon a minimum of twenty-five (25) homes per mile. Commercial establishments shall be constructed in accordance with Cablevision Monmouth's commercial line extension policy attached to this Certificate as Appendix "III".
4. In Freehold Township, Millstone Township, and Ocean Township, Cablevision Monmouth shall provide service in accordance with the LEP attached to this Certificate as Appendix "II" based upon a minimum of twenty-five (25) homes per mile.
5. Cablevision Monmouth may convert and add existing municipal consent-based franchises and affected municipalities to its system-wide franchise authorization, pursuant to the requirements set forth in N.J.S.A. 48:5A-25.1.
6. Under N.J.A.C. 14:18-5.1(a), Cablevision Monmouth shall maintain a local business office where applications for service, complaints, service inquiries, bill payments, and so forth will be received. Currently, Cablevision Monmouth maintains local offices at the following locations: 4340 Route 9 South Freehold, New Jersey and 1933 NJ-35 Ste 120, Wall, New Jersey. Cablevision Monmouth shall maintain its local offices in accordance with applicable law.
7. The designated complaint officer for all municipalities in Cablevision Monmouth's system-wide cable television franchise is the OCTV&T. All complaints shall be received and processed in accordance with applicable rules.
8. Cablevision Monmouth shall pay a franchise fee to each municipality served in the amount of three and one-half percent (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 municipalities.
9. Cablevision Monmouth 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 one-half percent (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 municipalities.
10. Cablevision Monmouth shall maintain an informational schedule of prices, rates, terms and conditions for unregulated service and promptly file any revisions thereto.
11. Upon written request of a municipality served by its system-wide cable television franchise, Cablevision Monmouth 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 Monmouth shall provide and maintain up to two (2) PEG access channels. If a municipality requests more than two (2) 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. Pursuant to N.J.S.A. 48:5A-28(l), Cablevision Monmouth 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 Ave., Wall, New Jersey. The hours of operation are from 9:00am to 5:00pm, 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 Monmouth shall install and maintain, without charge, one (1) service outlet activated for basic cable television service and, as set forth in the application, 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.S.A. 48:5A-28(j) and N.J.A.C. 14:18-15.5.
15. Pursuant to N.J.S.A. 48:5A-28(d) and N.J.A.C. 14:18-14.3, Cablevision Monmouth 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 Monmouth shall continue to comply with any applicable consumer protection requirements.

This renewal of Cablevision Monmouth's system-wide cable television franchise is subject to all applicable State and federal laws, the rules and regulations of the OCTV&T, 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 Monmouth shall adhere to the applicable operating standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. § 76.1 et seq. including but not limited to, the technical standards 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.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or the OCTV&T 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.

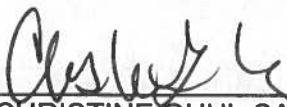
This renewal system-wide cable television franchise is issued on the representation that the statements contained in Cablevision Monmouth's application are true, and the undertakings therein contained shall be adhered to and be enforceable unless specific waiver is granted by the Board or the OCTV&T pursuant to the authority contained in N.J.S.A. 48:5A-1, et seq.


Cablevision Monmouth's Renewal system-wide cable television franchise shall expire on January 11, 2031.

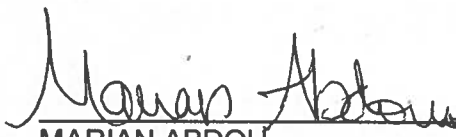
This Order shall be effective on July 23, 2025.

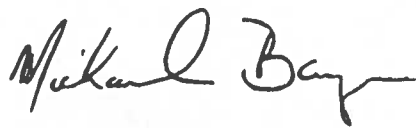
DATED: July 16, 2025


BOARD OF PUBLIC UTILITIES
BY:


CHRISTINE GUHL-SADOVY
PRESIDENT


DR. ZENON CHRISTODOULOU
COMMISSIONER


MARIAN ABDOU
COMMISSIONER


MICHAEL BANGE
COMMISSIONER


ATTEST: SHERRI L. LEWIS
BOARD SECRETARY

I 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 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 and Telecommunications
Line Extension Policy

Company: Cablevision Monmouth LLC

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. | # of homes in extension
mileage of extension | = | homes per mile ("HPM")
of extension |
| 2. | HPM of extension
Minimum HPM that
company actually
constructs in the
system* | = | ratio of the density
of the extension to the
minimum density that the
company constructs in the
system ("A") |
| 3. | Total cost of building
the extension times "A" | = | company's share of
extension cost |
| 4. | Total cost of building
extension less company's
share of extension cost | = | total amount to be
recovered from
subscribers |
| 5. | Total amount to be
recovered from subs
Total subscribers in
extension | = | 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 that the company has historically constructed at its own cost. This is a function of the operator's breakeven 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 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 thirty (30) days of such a request.
2. Begin construction within sixty (60) days of receipt of any deposit monies from potential subscribers.
3. Complete construction within six (6) 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 (5) years from the installation of the first dwelling unit in the extension, no further adjustments shall be made. Installations after five (5) 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 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 (2) 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
FOR RENEWAL OF A SYSTEM-WIDE CABLE TELEVISION FRANCHISE
FOR CABLEVISION OF MONMOUTH, LLC**

DOCKET NO. CE25020070

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