

<b>Introduced On: May 16, 2024</b>			
<b>Council</b>	<b>Motion</b>	<b>Second</b>	<b>Vote</b>
Sohmer			X
Yoon			ABSENT
Suh			X
Drumgoole			X
Kasofsky		X	X
Cervieri	X		X

<b>Adopted On: June 20, 2024</b>			
<b>Council</b>	<b>Motion</b>	<b>Second</b>	<b>Vote</b>
Sohmer			X
Yoon			X
Suh			X
Drumgoole			X
Kasofsky		X	X
Cervieri	X		X

**BOROUGH OF FORT LEE  
309 Main Street  
Fort Lee, New Jersey 07024**

**ORDINANCE # 2024-5**

**“AN ORDINANCE GRANTING MUNICIPAL CONSENT TO THE RENEWAL OF A FRANCHISE TO SPECTRUM NEW JERSEY, LLC TO CONSTRUCT, OWN, OPERATE, AND MAINTAIN A CABLE T.V. SYSTEM IN THE BOROUGH OF FORT LEE, COUNTY OF BERGEN, STATE OF NEW JERSEY”**

**Be It Ordained**, by the Mayor and Council of the Borough of FORT LEE, County of Bergen, State of NJ, that:

**I. PURPOSE OF THE ORDINANCE**

The Borough of FORT LEE (“Borough”) hereby grants to Spectrum New Jersey, LLC (“Company”) its non-exclusive consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways, and public places in the Borough poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the Borough of a cable television system and cable communications system.

**2. DEFINITIONS**

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions given under federal law, including but not limited to those of the Federal Communications Commission, FCC Rules and Regulations 47 C.F.R. Subsections 76.1 et seq., and the Communication Act of 1934 at 47 U.S.C. §521 et seq., as amended and the Cable Television Act N.J.S.A 48:5A-1 et seq. and shall in no way be construed to broaden, alter, or conflict with federal or state definitions:

- a. “Borough” is the Borough of FORT LEE, County of Bergen, State of NJ.
- b. “Company” is Spectrum New Jersey, LLC, an indirect subsidiary of Charter Communications, Inc., the grantee of rights under this Ordinance.
- c. “Act” or “Cable Television Act” is Chapter 186 of the General Laws of NJ, and subsequent amendment thereto, Section 48:5A-1 et seq.
- d. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.

- e. "OCTV" is the Office of Cable Television and Telecommunications of the Board of Public Utilities, State of New Jersey, as defined in N.J.S.A. 48:5A-3(b).

### **3. STATEMENT OF FINDINGS**

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the Borough having received all comments regarding the qualification of the Company to receive this consent, the Borough hereby finds the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

### **4. DURATION OF FRANCHISE**

The consent herein granted shall expire fifteen (15) years from the date of expiration of the Certificate of Approval issued by the Board of Public Utilities. In the event that the Borough finds that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Borough shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval, provided, however, that the Borough shall first give the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within at least ninety (90) days of that notification, or such other longer time period that is reasonable under the circumstances

### **5. FRANCHISE FEE**

Pursuant to the terms and conditions of the Cable Television Act, the Company shall, during each year of operation under the consent granted herein, pay to the Borough two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception service in the Borough or any higher amount required by the Act or otherwise allowable by law.

### **6. TERRITORY**

The consent granted herein to the Company shall apply to the entirety of the Borough and any property hereafter annexed by the Borough by law.

### **7. EXTENSION OF SERVICE**

The Company shall be required to proffer service along any public right-of-way to any person's residence or business located in those areas of the franchise territory described herein, in accordance with the proposal for the provision of services as described in the Company's Application for Municipal Consent. Any additional extension of the system will be made in accordance with the Company's line extension policy.

### **8. CONSTRUCTION REQUIREMENTS**

**Restoration:** In the event that the Company or its agents shall disturb any pavement, street, surfaces, sidewalks, driveways or other surfaces in the natural topography, the Company shall at its sole expense restore and replace such places or things so disturbed in as good condition as existed prior to the commencement of said work.

**Relocation:** If at any time during the period of this consent, the Borough shall alter or change the grade of any street, alley or other way or place, the Company, upon reasonable notice by the Borough, shall remove, re-lay and relocate its equipment at the expense of the Company.

**Temporary Removal of Cables:** The Company shall temporarily move or remove appropriate parts of its facilities to allow for the moving of buildings, and machinery, or in other similar circumstances. The expense shall be borne by the party requesting such action, except when requested by the Borough, in which case the Company shall bear the cost.

**Removal or Trimming of Trees:** During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Borough so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's facilities.

#### **9. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a local business office (or agent) for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. Such local business office shall be open during normal business hours, and in no event less than 9:00 am to 5:00 pm, Monday through Friday.

#### **10. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the complaint officer for the Borough, pursuant to N.J.S.A. 48:5A-26(b) and amendments thereto.

All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5 and amendments thereto.

#### **11. PERFORMANCE BOND**

During the franchise, the Company shall provide a surety bond to the Borough, which bond shall be in the amount of \$25,000.00. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its Application of Municipal Consent.

#### **12. RATES**

The rates of the Company shall be subject to regulation as appropriate in accordance with federal and state laws.

#### **13. LIABILITY INSURANCE**

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

#### **14. COMMITMENTS BY THE COMPANY**

(a) In transmitting its television signals to subscribers in the Borough, the Company shall employ a state of the art system and introduce reasonable upgrades and enhancements to provide signal quality that is at least as good as that customarily provided under prevailing industry standards, and the Company shall comply with all requirements imposed by federal regulations, and (to the extent not preempted by

federal law) all state regulations relating to technical standards for the transmission of television signals, transmission quality, or facilities and equipment.

(b) The Company shall keep the Borough informed of, and shall notify the Borough of, changes in channel position for public, educational, and/or governmental access channels in accordance with N.J.A.C. 14:18-3.17(c).

(c) The Company shall continue to provide two digital local access channels dedicated to Borough for the Borough's exclusive use to provide either public, educational, or governmental ("PEG") access programming.

(d) The Company shall provide standard installation and basic cable television service at no cost to one outlet in each of the following locations:

(1) Borough Hall, 309 Main Street; (2) Senior Center, 319 Main Street; (3) Police Department, 1327 16 Street; (4) Department of Public Works, 530 Jane Street; (5) General Services, 1501 8th Street; (6) Recreation Center, 1500 8th Street; (7) Fire Prevention, 1365 Inwood Terrace; (8) Community Center, 1355 Inwood Terrace; (9) Youth Center, 226 Lemoine Avenue, (10) Ambulance, 350 Main Street; (11) Fort Lee Fire Department #1, 146 Main Street; (12) Fort Lee Fire Department #2, 2481 Lemoine Avenue; (13) Fort Lee Fire Department #3, 557 Main Street; and (14) Fort Lee Fire Department #4, 420 Brinkerhoff or 4 Brinkerhoff.

(e) Although Company shall not be required to adhere to service quality standards in excess of those required by state and federal laws, in response to specific and reasonable requests from the Borough regarding signal quality issues in particular areas of the Borough, Company shall evaluate the signal quality issues and advise the Borough of the results of its evaluation.

(f) The Company shall cause construction plans relating to work on any extension of plant or work which could have a significant impact on public works within the Borough to be filed with the Borough. Nothing herein shall create any right or obligation with respect to construction work that is inconsistent with any regulation or with the regulatory authority of the Board of Public Utilities.

(g) A Company representative shall meet at least annually with the Borough, upon written request, to review all matters relating to cable television in the Borough, including, but not limited to, customer service standards.

#### **15. EMERGENCY USES**

The Company shall be required to abide by applicable federal requirements regarding the Emergency Alert System (EAS).

#### **16. FORCE MAJEURE**

Notwithstanding any other provisions of this Ordinance, the Company shall not be liable for any delay in the performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to strike, unavailability of materials or equipment, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, customer tampering or interference, act of public enemy, accident, fire, flood or other events, to the extent that such causes or other events are beyond the control of Company.

**17. SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**18. MUNICIPAL LIABILITY**

The Company hereby agrees to indemnify and hold the Borough, including its agents and employees, harmless from any claims or damages resulting from the negligent actions of the Company in constructing, operating or maintaining the Cable System. The Borough agrees to give the Company written notice of its obligation to indemnify the Borough within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Borough for any damages, liability or claims resulting from the willful misconduct or negligence of the Borough or for the Borough's use of the cable system.

**19. SUBJECT TO LAW**

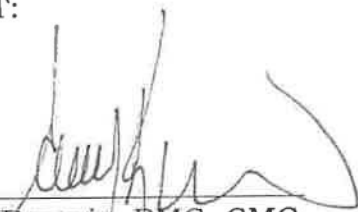
This Consent shall be subject to applicable State and federal laws.

**20. INCORPORATION OF APPLICATION FOR MUNICIPAL CONSENT**

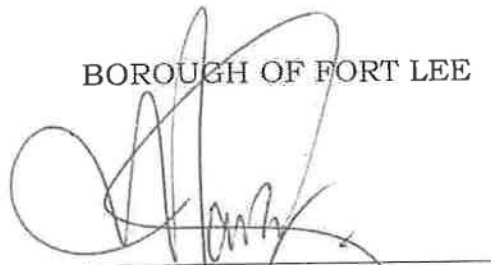
All of the statements and commitments contained in the Company's Application for Renewal of Municipal Consent or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with the application of state or Federal law.

- f. "OCTV" is the Office of Cable Television and Telecommunications of the Board of Public Utilities, State of New Jersey, as defined in N.J.S.A. 48:5A-3(b).

ATTEST:

  
\_\_\_\_\_  
Evelyn Rosario, RMC, CMC  
Municipal Clerk

BOROUGH OF FORT LEE

  
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Mark Sokolich, Mayor