

First Reading

INTRODUCED BY: Councilman Karcic				
SECONDED BY: Councilman Fitzhenry				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
FITZHENRY	X			
CAVADAS	X			
KARCIC	X			
SHEEDY			X	
DEL RUSSO	X			
BOCCHINO	X			
PRONTI				
TOTAL				

Second & Final Reading

INTRODUCED BY: Councilman Fitzhenry				
SECONDED BY: Councilwoman Bocchino				
COUNCIL	AYE	NAY	ABSTAIN	ABSENT
FITZHENRY	X			
CAVADAS				X
KARCIC	X			
SHEEDY	X			
DEL RUSSO	X			
BOCCHINO	X			
PRONTI				
TOTAL				

**ORDINANCE NO. 2406
BOROUGH OF NORTH ARLINGTON
BERGEN COUNTY, NEW JERSEY**

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE BOROUGH OF NORTH ARLINGTON, NEW JERSEY.

WHEREAS, Comcast of the Meadowlands, LLC previously secured the municipal consent necessary to operate a cable television system from the governing body of Borough of North Arlington (hereinafter referred to as the "Borough"), and such consent has not been effectively revoked, such that consent and issuance thereof are in conformity with the requirements of N.J.S.A. 48:5A-1 et seq; and whereas 1) the Company has complied or is ready, willing and able to

comply with all applicable rules and regulations imposed by or pursuant to State or federal law as preconditions for engaging in the proposed cable television operations, 2) the Company had sufficient financial and technical capacity to meet the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment, and 3) the Company is capable of providing the proposed service in a safe, adequate and proper manner; and

WHEREAS, by application for renewal consent filed with the Borough and the Office of Cable Television on or about June 1, 2023, Comcast of the Meadowlands, LLC has sought a renewal of the Franchise; and

WHEREAS, the Borough having held public hearings on the issue, has made due inquiry to review the performance of Comcast of the Meadowlands, LLC's under the Franchise, and to identify the Borough's future cable-related needs and interests and has concluded that Cablevision has substantially complied with its obligations under the Franchise and applicable law and has committed to certain undertakings responsive to the Borough's future cable-related needs and interests; and

WHEREAS, the Borough has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and provided Comcast of the Meadowlands, LLC's proposal for renewal embodies the commitments set forth below, the Borough's municipal consent to the renewal of the Franchise should be given; and

WHEREAS, imposition of the same burdens and costs on other competitors franchised by the Borough is a basic assumption of the parties;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of North Arlington as follows:

SECTION 1. PURPOSE OF THE ORDINANCE

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures,

apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

SECTION 2. DEFINITIONS

For the purpose 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 of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 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 the federal and state definitions:

- a. "Borough" or "Municipality" is the Borough of North Arlington, County of Bergen, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of the Meadowlands, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board of Public Utilities.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing cable plant as set forth in the map annexed to the Company's Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS

Public hearings conducted by the Municipality, concerning the renewal of Municipal Consent herein granted to the Company, were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted

pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that 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.

SECTION 4. DURATION OF FRANCHISE

The non-exclusive Municipal Consent granted herein shall expire ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality 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 Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE

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

SECTION 6. FRANCHISE TERRITORY

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of cable plant beyond the Primary Service Area.

SECTION 8. CONSTRUCTION REQUIREMENTS

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

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

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 or other public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

SECTION 9. CUSTOMER SERVICE

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the municipality upon written request of the Municipality Administrator or Clerk.

a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.

b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.

c. The Company shall use every reasonable effort to meet or exceed applicable FCC customer service regulations.

d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER

The Office of Cable Television is hereby designated as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to reasonably request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

SECTION 11. LOCAL OFFICE

During the time of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

SECTION 12. PERFORMANCE BONDS

During the life of the franchise, the Company shall give to the Municipality a bond in the amount of twenty-five thousand (\$25,000.00) dollars. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for Municipal Consent incorporated herein.

SECTION 13. SUBSCRIBER RATES

The rates of the Company shall be subject to regulation as permitted by federal and state law.

SECTION 14. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

a. The Company shall continue to make available a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.

b. The Company shall make available a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial leased access programming in conformance with the Company's guidelines and applicable state and federal statutes and regulations.

c. The Company shall continue to make available a dedicated local access channel for the use and access by the Borough for the purpose of cablecasting non-commercial educational and or government access programming in conformance with the Company's guidelines and applicable state and federal statutes and regulations.

d. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.

e. The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law including the services set forth in Sections 15 (a), (b) and (c).

SECTION 15. COMMITMENTS BY THE COMPANY

a) The Company shall provide courtesy standard installation and basic cable television service on one (1) outlet to the municipal building and to each police, fire, and emergency management facility and public library in the Municipality, provided the facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets (except for equipment).

b) The Company shall provide courtesy standard installation and basic cable television service to each school in the municipality, public and private, elementary, intermediate and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials

plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets (except for equipment).

c) The Company shall provide courtesy internet service via one (1) non-networked cable modem and monthly Internet service to the public library. The Internet service provided for herein must be available for patron use and cannot be limited to administrative uses. All facilities must be of standard installation and located with 200 feet of active cable distribution plant.

d) Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Borough a one-time E/G Access Capital Grant in the amount of \$35,000 to meet the Access capital needs of the community.

e) In the event the Municipality relocates its offices from 214 Ridge Road, North Arlington, NJ, 07031, during the term of this Franchise to another location within the Municipality, the Company will provide that new location service pursuant to Sections 14(e) and Section 15a.

SECTION 16. EMERGENCY USES

The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.

The Company shall in no way be held liable for any injury suffered by the Municipality or any other person, during an emergency, if for any reason the Municipality is unable to make full use of the cable television system as contemplated herein.

SECTION 17. 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.

SECTION 18. INCORPORATION OF THE APPLICATION

All of the statements and commitments contained in the Application 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 applicable State or Federal law.

SECTION 19. COMPETITIVE EQUITY

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

SECTION 20. MEETINGS

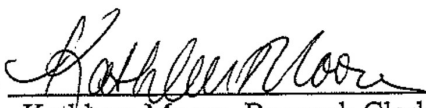
Upon thirty (30) days written request by the Municipality, the Company shall make representatives available to meet with officials of the Municipality for the purpose of reviewing the Company's performance. The Company's representative shall respond to the reasonable requests for information made by the Municipality prior to such meeting.

SECTION 21. SEPARABILITY

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 its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 22. EFFECTIVE DATE

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

ATTEST: 
Kathleen Moore, Borough Clerk

APPROVED: 
Daniel H. Pronti, Mayor

DATED: May 9, 2024

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT AT A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH ARLINGTON HELD ON THURSDAY, April 11, 2024 THE ABOVE ORDINANCE WAS INTRODUCED AND PASSED ON ITS FIRST READING. SAID ORDINANCE SHALL BE TAKEN UP FOR FURTHER CONSIDERATION FOR FINAL PASSAGE AT A REGULAR MEETING OF THE MAYOR AND COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS, BOROUGH HALL, 214 RIDGE ROAD, NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY ON May 9, 2024 at 7:00PM OR AS SOON THEREAFTER AS THE MATTER CAN BE REACHED, AT WHICH TIME AND PLACE ALL PERSONS WHO MAY BE INTERESTED THEREIN SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD CONCERNING SAME. DURING THE WEEK PRIOR TO AND UP TO AND INCLUDING THE DATE OF SUCH MEETING, COPIES OF SAID ORDINANCE WILL BE MADE AVAILABLE AT THE BOROUGH CLERK'S OFFICE TO THE MEMBERS OF THE GENERAL PUBLIC WHO SHALL REQUEST SAME.

Kathleen Moore, RMC
Borough Clerk