

**Harmony Township
Warren County, New Jersey
Ordinance
O:26-02**

ORDINANCE OF THE TOWNSHIP OF HARMONY, COUNTY OF WARREN, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER A540, “SERVICE ELECTRIC CABLE TV OF HUNTERDON, INC. FRANCHISE ORDINANCE” OF THE CODE OF THE TOWNSHIP OF HARMONY AND RENEWING ITS CONSENT FOR A CABLE TELEVISION FRANCHISE

WHEREAS, Service Electric Cable TV of Hunterdon, Inc., a Pennsylvania corporation (“Company”), has applied to the Township of Harmony (“Township”) pursuant to the provisions of the Cable Television Act, N.J.S.A. 48:5A-1 et seq. (“the Act”) for renewal of the Township’s consent to operate a cable television system in the Township of Harmony and to use the public roads of the Township for its cable television system.

WHEREAS, a public hearing concerning the consent granted to the Company was held on April 1, 2025, after proper public notice pursuant to the terms and conditions of the Act, the hearing having been fully opened to the public, and the Township having received at the hearing all comments regarding the qualifications of the Company to receive a franchise.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Harmony, County of Warren, and State of New Jersey, as follows:

SECTION I:

Chapter A540, entitled “Service Electric Cable TV of Hunterdon, Inc. Franchise Ordinance,” is hereby deleted in its entirety and is replaced as follows:

§ 1. SHORT TITLE

This Ordinance shall be known and may be cited as the “Service Electric Cable TV of Hunterdon, Inc., Consent Ordinance of 2026.”

§ 2. FINDINGS.

The Company has applied to the Township of Harmony pursuant to the provisions of the Act for renewal of the Township's consent to operate a Cable Television System in the Township of Harmony and to use the public roads of the Township for its Cable Television System. A public hearing concerning the consent granted to the Company was held on April 1, 2025, after proper public notice pursuant to the terms and conditions of the Act, the hearing having been fully opened to the public, and the Township having received at the hearing all comments regarding the qualifications of the company to receive a franchise.

§ 3. DEFINITIONS; WORD USAGE.

For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

APPLICATION — The application for renewal of municipal consent filed with the Township.

BOARD — The Board of Public Utilities of the State of New Jersey.

COMMITMENTS — The commitments, terms, and undertakings on the part of Service Electric Cable TV of Hunterdon, Inc. (hereinafter referred to as "SECTV") set forth in this Chapter.

CABLE COMMUNICATIONS SYSTEM — Any communications service other than cable television reception service delivered through the facilities of a CATV System and for which charges in addition to or other than those made for cable television reception service are made or proposed to be made.

CABLE TELEVISION COMPANY or CATV COMPANY — Any person owning, controlling, operating or managing a cable television system. The term "person," as used herein, shall be construed, without limiting the generality thereof, to include specifically any agency or instrumentality of this state or of any of its political subdivisions; but this definition shall not include a telephone, telegraph or electric utility company regulated by the Board in a case where it merely leases or rents or otherwise provides to a CATV company wires, conduits, cables or pole space used in the redistribution of television signals to or toward subscribers or customers of such CATV company.

CABLE TELEVISION SYSTEM or CATV SYSTEM — Any facility within this state which is operated or intended to be operated for the provision of cable television reception service, i.e., receiving and amplifying the signals broadcast by one or more television stations and redistributing such signals by wire, cable or other device or means for accomplishing such redistribution to members of the public who subscribe to such service or distributing through its facility any television signals, whether broadcast or not, or any part of such facility. The term "facility," as used in this definition, includes all real property, antennas, poles, wires, cables, conduits, amplifiers, instruments, appliances, fixtures and other personal property used by a CATV Company in providing service to its subscribers and customers.

COMPANY — The grantee of rights under this Chapter – "Service Electric Cable TV of Hunterdon, Inc." or any successor in interest thereto.

FCC — The Federal Communications Commission.

FEDERAL ACT — That federal statute relating to cable communications commonly known as the "Cable Communications Policy Act of 1984," 47 U.S.C.A. § 521 et seq., or as that statute may be amended.

FEDERAL REGULATIONS — Those federal regulations relating to cable television service, 47 CFR 76.1 et seq., and, to the extent applicable, any other federal rules and regulations relating to cable television, including but not limited to those described in 47 CFR 76.3, or as such regulations may be amended.

HIGHWAY — Every street, road, alley, thoroughfare, way or place of any kind used by the public or open to use by the public.

PERSON — Any natural person, firm, partnership, associate, corporation, company or organization of any kind.

RATE SCHEDULE — The prices and applicable terms and conditions reflected in the Company's Schedule of Prices, Rates, Terms and Conditions filed with the Office of Cable Television pursuant to N.J.S.A. 48:5A-11, which may be revised by the Company from time-to-time during the term of the municipal consent granted herein.

STATE ACT or ACT — That statute of the State of New Jersey relating to cable television, commonly known as the "Cable Television Act," N.J.S.A. 48:5A-1 et seq., or as that statute may be amended.

STATE REGULATIONS — Those regulations of the Board relating to cable television, N.J.A.C. 14:17-1.1 et seq. and N.J.A.C. 14:18-1 et seq., or as such regulations may be amended.

SUBSCRIBER REVENUES — Those revenues derived from all recurring charges in the nature of subscription fees paid by subscribers located within the Township for cable television reception service for which no separate or additional charge is made.

TOWNSHIP or MUNICIPALITY — The Township of Harmony, County of Warren, State of New Jersey, and shall include, as appropriate, the governing body of the Township.

§ 4. QUALIFICATIONS AND GRANT OF AUTHORITY.

The Township 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. The Township therefore grants the Company a consent providing the right and privilege to construct, erect, operate, modify and maintain in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto such poles, wires, cables, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the Township of a Cable Television System and Cable Communications System for the purpose of distributing television and radio signals and other electronic impulses in order to furnish television and radio programs and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said highways, streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth as provided by the Federal Act and State Act.

§ 5. TERM.

The nonexclusive consent granted the Company herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board in Docket No. CE10070496 for the Company's current franchise.

§ 6. EXPIRATION AND SUBSEQUENT RENEWAL.

If the Company seeks a successive consent, it shall, prior to the expiration of this Ordinance, apply for municipal consent and a certificate of approval in accordance with the Act and applicable Federal Regulations and State Regulations. The Company shall also petition the Board for continued operation during the period following expiration of the consent granted herein and until such a time that a decision is made by the Board relative to the renewal of the Certificate of Approval.

§ 7. PAYMENT TO TOWNSHIP.

- A. Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under this Ordinance, pay to the Township 2% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers to its cable television reception service in the Township or any amount permitted by the Cable Television Act or otherwise allowable by law. The fee shall be paid on or before January 25 of each year and at the same time the Company shall file with the chief financial officer of the Township a statement showing the gross receipt upon which payment is based.
- B. In the event applicable law hereafter permits a larger amount to be collected, but does not fix the amount thereof, the Township and the Company shall negotiate in good faith with respect to the amount. Additionally, in the event the relevant laws are amended in the future to allow additional fees and/or charges (collectively "fees") to be paid to the Township, the Township shall have the right to impose such fees in accordance with the applicable law. In the event the law does not state the amount the Township is allowed to impose, the parties shall negotiate in good faith with respect to the amount of the fee. In the event any of the fees provided for in this section cannot be agreed to after negotiations, then the Township shall have all rights available to it under law in order to establish the fees.

§ 8. EXTENSION OF SERVICE.

- A. The Company shall be required to offer service along any public right-of-way to any person's residence or business located in all areas of the consent territory as described herein at rates in the Rate Schedule. For all areas not currently served as reflected on the System Map, which is Appendix A to the Application, any additional line extension of the system shall be in accordance with the Line Extension Policy ("LEP") under State Regulations. To the extent not inconsistent with applicable federal or state law, Company installation charges and line extension policy is as set forth in its application and, to the extent a customer must pay for a line extension, at rates reflected in the Rate Schedule, to the extent any rates apply. To the extent any aspect of an installation for which the customer must pay under the LEP are not addressed in the Rate Schedule, such the

installation, shall be done at the Company's unitized or actual costs for materials and labor employed in the installation, including overheads directly attributable to the work.

(1) The minimum density of homes per mile (hereinafter referred to as "HPM") shall be thirty-five (35) homes per mile to be used for the Line Extension Policy purposes.

- B. New cable service or products made available by the Company to the residents of Town of Phillipsburg shall be made available to all of Harmony Township within one year after introduction.

§ 9. CONSTRUCTION REQUIREMENTS.

- A. 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.
- B. In the event that at any time during the term of this Ordinance the Township shall lawfully elect to alter or change the grade of any street, alley or other public way, the company, upon reasonable notice by the Township, shall, at its expense, remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures.
- C. The Company shall, on the request of any person holding a valid building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the company shall have the authority to require such payment in advance. The Company shall be given not less than 10 days' advance notice to arrange for temporary wire changes.
- D. During the exercise of its rights and privileges under this Ordinance, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places within the Township so as to prevent the branches of such trees from coming into contact with the wires and cables of the Company. Such trimming shall be performed only to the extent necessary to maintain proper clearance for the company's wires and cables.
- E. The Company shall cause any and all construction plans relating to work on any extension of the company plant or work which could have a significant impact on public works within the Township to be filed with the Township Engineer.
- F. All facilities and equipment of the Company shall be constructed and maintained in accordance with the requirements and specifications of the applicable ordinances and regulations set forth by the Township and/or any other local, state or federal agencies.

§ 10. TERRITORY.

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

§ 11. LOCAL OFFICE AND COMPLAINT PROCEDURES.

During the term of this Ordinance and any renewal term, 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 in accordance with N.J.A.C. 14:18-5.1. All complaints shall be received and processed by the Company pursuant to N.J.A.C. 14:17-6.5. The local office shall be open to receive inquiries and complaints and to receive payment of bills from subscribers during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday. Any complaints from subscribers shall be investigated as soon as practicable, but at least within two business days of their receipt. The Company shall keep a maintenance service log in the manner required by State Regulations.

§ 12. MUNICIPAL COMPLAINT OFFICER.

The New Jersey Office of Cable Television (“OCTV”) is hereby designated as the complaint officer required by N.J.S.A. 48:5A-26 to receive and act upon complaints by subscribers to cable television reception service provided pursuant to this Ordinance.

§ 13. COMMITMENTS BY COMPANY.

- A. Facilities and equipment. In transmitting its television signals to subscribers in the Township, the Company shall provide a quality of signal that is at least as good as that customarily provided under prevailing industry standards, and the Company shall comply with any requirements imposed by the Federal Regulations, any federal pronouncements and, to the extent not preempted by federal law, any state pronouncements relating to technical standards for the transmission of television signals, transmission quality or facilities and equipment.
- B. Emergency uses. The Company is in compliance with the Federal Emergency Alert System (EAS) and, as such, the Company shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Township pursuant to state and federal requirements. The Company shall in no way be held liable for any injuries suffered by the Township or any other person, during an emergency, if for any reason the Township and/or subscribers are unable to make full use of the Cable Television System as contemplated herein. The Township shall utilize the state-approved procedures for such emergency uses.
- C. Customer service. At the request of the Township, the Company and Township's designee shall meet at least semiannually to review all matters relating to the Cable Communications System and the CATV System in the Township, with the minutes of such meetings to be delivered to the Company and to be filed with the Township.

§ 14. RATES.

The Township acknowledges that, under the Federal Act, municipalities do not have the authority to regulate the rates the company charges subscribers for its services. Therefore, the Township will

not regulate the rates the Company may charge subscribers for its service; provided, however, that in the event the Federal Act and other applicable law hereinafter is amended to permit the exercise of regulatory power over rates by municipalities, the Township reserves the right to exercise the maximum power permitted by law.

The Company has agreed to implement a senior citizen's discount rate in the amount of 10% of the monthly Basic Cable Service rate to any person sixty-two (62) years of age or older who subscribes to cable services. Such subscribers must meet the income eligibility and residency requirements of the Pharmaceutical Assistance to Aged and Disabled pursuant to N.J.S.A. 30:4D-21. The Company has agreed to apply the same discount rate to the disabled with the same PAAD eligibility requirements.

§ 15. PROGRAMMING.

Although nothing herein shall require the Company to carry or transmit any particular television stations or programming source. The Company shall provide the subscribers in the Township with at least the same broad categories of programming, in approximately the same quantity, as are now provided and which appear in the Application.

§ 16. FREE SERVICES.

The Company shall provide free installation and basic cable service through one service outlet to the following facilities: the municipal building, Harmony Township School, each police, fire, first aid, emergency management facility, Department of Public Works, and Township-operated community center at no cost. This obligation shall apply to any new facilities in the preceding categories constructed during the term of this Ordinance.

§ 17. LIABILITY AND INDEMNIFICATION.

- A. The Company shall pay, and by its acceptance of this Ordinance the Company expressly agrees that it will pay, all damages and penalties which the Township may legally be required to pay as a result of the Company's negligence in the installation, operation, or maintenance of the Cable Television System authorized herein. The Township shall notify the Company's general manager within 30 days after the presentation of any claim or demand to the Township, either by suit or otherwise, made against the Township on account of any negligence or contract as aforesaid on the part of the Company.
- B. Furthermore, the Company shall carry liability insurance in the minimum amount as follows:
 - (1) Two million dollars general commercial liability insurance;
 - (2) Two million dollars personal injury protection for any accident or occurrence; and
 - (3) Any and all insurance coverage otherwise required by law and the Township shall be named as an additional insured under the insurance policies.

§ 18. PERFORMANCE BOND.

During the term of this Ordinance, the Company shall give a bond to the Township in accordance with N.J.S.A. 48:5A-28(d), which bond shall be in the minimum amount of \$25,000.00. Such bond shall be to ensure the faithful performance of all undertakings of the Company as represented in the application herein.

§ 19. COMPANY RULES AND REGULATIONS.

The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the company to exercise its rights and perform its obligations under this consent and to assure uninterrupted service to each and all of its subscribers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with federal and/or state laws.

§ 20. APPROVAL OF TRANSFER.

The Company shall not sell or transfer its CATV System to another, nor transfer any rights under this consent to another, except as provided in the Act.

§ 21. COMPLIANCE WITH STATE AND FEDERAL ACTS.

This Chapter is subject to all provisions of the State Act and Federal Act and to all State Regulations and Federal Regulations. The company shall at all times comply with the state regulations governing cable television operation, the State Act, the Federal Act and any other. Unless otherwise prescribed by law, in the event of a conflict between the State Act and State Regulations and the Federal Act and any Federal Regulations, the Federal Act and Federal Regulations shall prevail.

§ 22. PROHIBITED ACTIVITIES.

The Company shall not allow its CATV System or other operations to interfere with the television reception of persons not served by the Company, nor shall the CATV System interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents of the Township.

§ 23. AMENDMENTS.

Subject to the requirements of the Federal Act and approval by the Board, the Township reserves the power to amend any portion of this Chapter after public hearing for the purpose of requiring reasonable additions or greater standards of construction, operation, maintenance or otherwise on the part of the Company. Said amendments shall be feasible and within the economic capabilities of the Company.

§ 24. COMPLIANCE WITH OTHER PROVISIONS.

Notwithstanding any specific mention of applicable federal or state statutes or regulations above, the Company shall comply with all of the requirements of the Federal Act, the Federal Regulations, the State Act and State Regulations (to the extent not preempted) and any other valid statute,

regulation, rule or promulgation.

§ 25. RESERVATION OF RIGHTS.

The Township reserves the right to amend this Chapter in the event of any changes in state and/or federal law or regulations regarding cable television in a manner consistent therewith.

§ 26. INCORPORATION OF APPLICATION.

All of the statements and commitments contained in the Application and any amendment thereto or otherwise submitted in writing to the Township or its governing body, except as modified herein, are binding upon the Company as terms and conditions of this Ordinance and the consent granted herein. The Application and any other relevant writings submitted by the Company shall be annexed hereto and made part hereof by reference to the extent that they do not conflict with state or federal law.¹

SECTION II

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION III

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

SECTION IV

This Ordinance shall take effect immediately upon final publication as provided by law.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Committee of the Township of Harmony held on February 3, 2026 and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Township Committee to be held on March 12, 2026 at 6:00 p.m. or as soon thereafter as the Township Committee may hear this Ordinance at the Municipal Building, 3003 Belvidere Road, Phillipsburg, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Kelley Smith, RMC, Municipal Clerk

ADOPTED: March 12, 2026

¹ Editor's Note: Said agreement and related writings are on file in the Township offices.