



Agenda Date: 1/10/24
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 REQUESTS FOR AN) ORDER APPROVING STIPULATION
INVESTIGATION INTO THE OPERATIONS OF)
ALTICE USA, INC. IN NEW JERSEY)
) DOCKET NO. CX21020139

Parties of Record:

- James Laskey, Esq.**, Norris McLaughlin P.A., on behalf of Altice USA, Inc.
- Brian O. Lipman, Director**, New Jersey Division of Rate Counsel
- Elissa Grodd Schragger, Esq.**, Director of Law and Township Attorney, Hamilton Township
- Bruce R. Darvas, Esq.**, Director of Law and Township Attorney, Township of Robbinsville
- Jean L. Cipriani, Esq.**, Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., on behalf of the
Boroughs of Seaside Heights and Seaside Park
- Fred Semrau, Esq.**, Dorsey & Semrau, on behalf of the Township of Montville
- Dawn M. Sullivan, Esq.**, Dorsey & Semrau, on behalf of the Township of West Milford
- Andrew Bayer, Esq.**, Pashman, Stein, Walder, Hayden, PC, on behalf of the Township of Howell
- Gerard Lederer, Esq.**, Best, Best & Kriegler LLP, on behalf of the Township of Piscataway
- Gregory P. McGuckin, Esq.**, Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, on behalf
of the Townships of Jackson and Toms River
- Michael Mietlicki, Esq.**, Weiner Law Group, LLP, on behalf of the Borough of Sayreville

BY THE BOARD:¹

On February 17, 2021, the New Jersey Board of Public Utilities (“Board”) initiated an investigation² into the adequacy of service provided by Altice USA, Inc. (“Altice” or “Company”), in response to numerous requests received by the Board and the Office of Cable Television and Telecommunications (“OCTV&T”) from Altice customers, 10 municipalities³ and several state legislators concerning various issues their residents and constituents experienced regarding the service provided by Altice, including but not limited to frequent and lengthy service disruptions

¹ Commissioner Michael Bange abstained from voting on this matter.

² See In re the Request for an Investigation into the Operations of Altice USA in New Jersey, BPU Docket No. CX21020139, Order dated February 17, 2021.

³ Boroughs of Dunellen and Sayreville, and the Townships of Green Brook, Hamilton, Howell, Jackson, Montville, North Brunswick, Piscataway, and Robbinsville.

(across all services), inconsistent connections and fluctuating Internet speeds, long telephone wait times, poor customer service, and an inability to receive satisfactory responses to these complaints from the company both before and during the COVID-19 pandemic. Both the customers and municipal representatives collectively maintained that Altice had failed in its duty to provide safe, adequate and proper service to their residents.

Upon review of the many complaints from municipal and government officials requesting an investigation and intervention in this matter, the Board found sufficient cause to convene a public hearing to afford both officials and Altice customers the opportunity to voice their concerns about the services received from Altice; as well as afford the Company the opportunity to respond to these concerns before determining what corrective action may be warranted and should be taken in this matter.⁴

During the public hearing conducted on March 16, 2021, over 300 participants were in attendance and approximately 60 speakers expressed the varying experiences they had regarding the services provided by Altice. Following the public hearing, Board Staff (“Staff”) reviewed over 300 comments and/or complaints submitted by Altice customers which outlined in detail the magnitude of the issues experienced which spanned the entire footprint of the service territory covered by Altice, with the highest number of complaints concentrated on slow or spotty internet service, extended hold times, untrained customer service staff, repeat trouble reports, service inadequacies, and overall dissatisfaction with the services provided.

Following Staff’s review of the comments and complaints received, on April 27, 2021, the Board issued an Order requiring Altice to respond to numerous Staff Information Requests seeking data on the Company’s expenditures with respect to infrastructure upgrades and maintenance, network resiliency, expansion, customer and field service operations, broadband services and technology initiatives.⁵ Altice provided responses to Staff on May 27, 2021, and provided responses to additional follow up requests for information on October 15, 2021. The Company also provided responses to several rounds of information requests submitted by the New Jersey Division of Rate Counsel (“Rate Counsel”), as well as other parties to the proceeding.⁶

Responses provided by Altice documented numerous changes that had implemented to its Customer Service platforms as well as upgrades to infrastructure to address the various customer

⁴ Pursuant to the Order issued by Presiding Commissioner Mary-Anna Holden in this matter dated March 15, 2021, the Townships of Robbinsville, Hamilton, Montville, and Howell, and the Boroughs of Seaside Heights and Seaside Park were granted intervenor status. The Townships of West Milford, Piscataway, and Toms River, and the Borough of Sayreville were granted Participant status in this proceeding. The Township of Jackson was allowed to informally join Toms River as a Participant.

⁵ In re the Request for an Investigation into the Operations of Altice USA in New Jersey, BPU Docket. No. CX21020139, order dated April 27, 2021.

⁶ On November 5, 2021, the Township of Montville (“Montville”) filed a Motion to Compel (“Motion”) seeking an order from the Board compelling Altice to provide access to all confidential information to its expert, CBG Communications, who was not a signatory to the Non-Disclosure Agreement (“NDA”); and to provide information requested regarding Altice’s compliance with the franchise agreement between Montville and Altice, including outage reports and complaint logs. Following review of the responsive filings in the matter, an Order was issued by Presiding Commissioner Holden on December 17, 2021 denying the motion, finding that release of confidential information to Montville’s expert was inconsistent with the terms of the NDA; and that the additional information sought relating to Altice’s franchise in Montville was inconsistent with the focus of the investigation to provide an assessment of the services provided by Altice throughout its entire service territory.

service and service quality issues. Investments and operational initiatives implemented by Altice included the following:

- **Implemented Management and Organizational Initiatives/Customer Service Training to Improve Performance:** Reorganization of Altice’s field service and outside plant maintenance (OSP) functions under new corporate leadership with a focus on accountability and customer performance, including enhanced and rigorous training and performance management of technicians and customer care agents; and improved coordination between the operations, network, information technology, and customer service functions.
- **Investment in the HFC Network to Address Demand:** Increased capital expenditures from 2017 to 2021 in its hybrid fiber optic-coaxial (HFC) cable network in New Jersey – including \$40 million invested in network performance upgrades in 2020 and 2021 to accommodate increased demand during the pandemic and improve network resiliency and provide enhanced connections and network speed.
- **Engagement with Municipal Officials:** Altice held one-on-one meetings with the municipal officials to address their concerns and provided information regarding local network performance and service trends, customer complaints, and the Company’s efforts to address local service needs, along with other initiatives. Altice also followed up with customers who filed complaints during the proceeding to address any outstanding issues that customers were still experiencing.

STIPULATION

Following numerous meetings and extensive negotiations, a Stipulation of Settlement (“Stipulation”) was entered into by Altice, the Municipalities that were parties to the proceeding, Rate Counsel and Staff (collectively, “Signatory Parties”), which was filed with the Board on December 21, 2023.⁷ The Stipulation provides commitments from Altice to the municipalities for a three (3) year term to address many of the concerns raised in the investigation. Commitments by Altice include the following:⁸

1. The Signatory Parties agree that the Stipulation represents a fair conclusion with respect to the issues to be resolved in this proceeding.
2. Altice commits to the following:
 - a. **Capital Investment.** In addition to investments identified to the Board in previous years, Altice commits to invest a minimum of \$11 million in the performance of its New Jersey hybrid fiber optic-coaxial cable (“HFC”) network serving Optimum NJ

⁷ Representatives for the Townships of Toms River and Jackson provided verbal consent to the Stipulation during negotiations, however Counsel for Altice were unable to secure the signature of the legal representative on the Stipulation prior to its submission to the Board on December 21, 2023. However, Altice has confirmed in the Stipulation that all commitments contained within will be extended to the Townships of Toms River and Jackson.

⁸ Although described at some length in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusion in this Order. Paragraphs are numbered to coincide with the Stipulation.

customers for the calendar year 2023, as follows. By March 31, 2024, Altice will file with Staff a report summarizing these expenditures by category. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-12. Altice shall not be held in default under, or in noncompliance with, this paragraph to the extent that its performance is impacted by a force majeure circumstance, including, but not limited to, a supply chain disruption, severe or unusual weather conditions, or actions or inactions of any government instrumentality or public utility.

- b. **Community Updates:** The Company will update each of the 14 communities identified by the Board over the course of this proceeding (“Communities”) at least twice per year on service metrics relevant to local performance of the Optimum network and will offer to meet with each of these communities at least once per year.⁹ Copies of any reports provided to the Communities shall be provided to Staff and Rate Counsel.
- c. **Statewide Updates:** The Company will comply with applicable service quality standards and reporting requirements for provision of cable television service as set forth in the Board’s rules. The Company will file with both Staff and Rate Counsel any reports required pursuant to N.J.A.C. § 14:18-7.7 (Telephone system performance); § 14:18-7.9 (Cable service quality standards); and § 14:18-6.7(g) (Complaint recording and reporting), and will offer to meet with Staff and Rate Counsel at least once per year to discuss the service metrics relevant to statewide performance of the Optimum network, including but not limited to service visits, repeat service visits, and numbers of customers affected. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.
- d. **Network Maintenance Plan.** Within 90 days of execution of the Stipulation, Altice shall file with the Board on an informational basis its plan to maintain the HFC network. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-12.
- e. **Field Operations Training & Oversight.** Altice field service and outside plant maintenance personnel resources, including contracted personnel, will be required to receive the same training and be subject to the same performance standards, to the extent consistent with applicable employment law. Altice will file an annual certification with the Board confirming that Altice field service and outside plant maintenance personnel receive the same training and are evaluated using the same performance standards. Altice will file the annual certification no later than January 31st of each year.
- f. **Resiliency and Outages / Emergency Preparedness and Response.**
 - i. Altice will file a current emergency response plan with the Board no later than 60 days after the final approval of the Stipulation. The emergency response plan will describe the provisions Altice makes to address emergencies resulting

⁹ These communities are the Townships of Robbinsville, Hamilton, Montville, Howell, West Milford, Piscataway, Jackson, North Brunswick, Green Brook and Toms River, and the Boroughs of Seaside Heights, Seaside Park, Sayreville, and Dunellen.

from power outages, sudden and prolonged increases in network demand, fires, storms, natural disasters, attacks, supply chain interruptions, lack of reasonable access to personnel resources, severe economic disruption or similar contingencies.

- ii. Altice will maintain a publicly available outage map, beginning no later than 90 days after final approval of the Stipulation, that provides information about its service outages within New Jersey and estimated times to repair and restore service, to the extent reasonably available.
 - iii. Altice will implement a text message option for Altice subscribers to receive updates on outages affecting their services and the status of Altice's repairs.
 - iv. Altice will provide open Wi-Fi service available to all New Jersey residents and small businesses within its service area during declared states of emergency.
- g. **Resiliency and Outages / Transparency.** Altice will report to Staff and Rate Counsel concerning outages of cable television service as required by N.J.A.C. § 14:18-6.6. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1. Altice will also provide credits for outages of cable television service as required by N.J.A.C. § 14:18-3.5.

One year after approval of the Stipulation, Altice will submit to Staff and Rate Counsel a report summarizing the total amount of credits for service outages issued to New Jersey customers and the number of customers who received such credits in the most recent 12 months. This report shall include both credits for outages of cable television service as set forth in the Stipulation and any voluntary credits for outages of other services. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1. However, nothing in this section of the Stipulation shall be construed to impose an obligation on the Company to issue credits beyond the scope of N.J.A.C. § 14:18-3.5.

- h. **Customer Service Performance.** As required by N.J.A.C. § 14:18-7.9 and applicable federal law, Altice will ensure that, under normal operating conditions, telephone answer time by an Altice customer service representative, including wait time, will not exceed 30 seconds from when the connection is made. If the call needs to be transferred, the transfer time shall not exceed 30 seconds. Altice will ensure that these standards are met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis. Altice will ensure that, under normal operating conditions, Optimum NJ subscribers will receive a busy signal no more than three percent of the time. Nothing in this section of the Stipulation shall be read to preclude the Board from adopting or enforcing subsequently any lawful rule, regulation, or order regarding the matters addressed in this section.
- i. **Rates and Charges.** As required by N.J.A.C. § 14:18-7.3 and applicable federal law, Altice will continue to notify affected customers and the Office of Cable Television and Telecommunications no fewer than 30 days before implementing any changes to a subscriber's non-promotional rates. Altice will not charge any subscriber for services that the subscriber has not requested, and Altice will not

charge any subscriber for the resolution of technical issues reasonably attributable to actions or omissions by Altice. Altice will evaluate, address, and report to the Board on individual subscriber complaints, including those regarding rates, unauthorized billing, and service outages, consistent with N.J.A.C. § 14:18-6.7, but not later than 30 days after Altice receives the complaint. Nothing in this section of the Stipulation shall be read to preclude the Board from adopting or enforcing subsequently any lawful rule, regulation, or order regarding the matters addressed in this section.

j. Broadband Adoption and Access.

i. Participation in Affordable Connectivity Program (“ACP”). In addition to any federal obligations imposed on Altice to make ACP supported broadband services available, Altice will continue to participate in the ACP, or any successor program, in New Jersey for no fewer than three (3) years after final approval of the Stipulation or until the program ends, whichever is earlier. All rates and terms shall be determined by Altice in its sole discretion, subject to applicable laws and regulations.

ii. Altice will make good faith efforts to partner with municipalities:

1. To evaluate federal and state funding opportunities to ensure that community anchor institutions have broadband services.
2. To encourage participation by eligible households in New Jersey in the ACP program.

iii. Altice will provide its 1 Gig broadband product (valued at \$4,500/year) for free for three (3) years to one community anchor institution in each of the Communities, which do not already receive free 1 Gig service pursuant to the Company’s franchise agreements. The anchor institutions will be designated not later than 60 days following approval of the Stipulation by the Board in consultation with these municipalities.

iv. Altice represents that all households and small businesses passed by the Optimum NJ HFC network have access to the full suite of Optimum Internet Service tiers currently offered on the HFC network, including the Company’s 1 Gig Internet product.¹⁰ To the extent that the Company launches new tiers on its HFC network in the future, Altice shall make these tiers available in New Jersey on a non-discriminatory basis.

k. Public-Private Partnerships with Municipalities. Altice will evaluate whether to participate in New Jersey broadband deployment and adoption programs funded by the federal Coronavirus Aid, Relief, and Economic Security Act, American Rescue Plan and Investment and Jobs Act. Altice will seek input from the Communities regarding its participation in these programs and consider such input in good faith.

¹⁰ These offers are available on [Optimum.com](https://www.optimum.com).

- I. **Community Initiatives.** Altice will sponsor at least one community event or initiative with each of the Communities upon request (up to \$120,000 in total across all Communities – approximately \$5,000 for Communities with fewer than 10,000 households passed and \$10,000 for larger Communities).

DISCUSSION AND FINDINGS

The Board's investigation herein was launched to determine whether Altice was meeting its duty, pursuant to N.J.S.A. 48:5A-36, to provide safe, adequate and proper service, equipment and facilities for the operation of its cable television system. In the exercise of its authority, the Board, and the Director of the OCTV&T, pursuant to N.J.S.A. 48:5A-9, have authority and jurisdiction including but not limited to:

- a. Receive or initiate complaints of the alleged violation of any of the provisions of the Cable Television Act ("Act") N.J.S.A. 48:5A-1 *et seq.*, or any of the rules and regulations made pursuant to the Act or of the terms and conditions of any municipal consent granted pursuant to the Act; and for this purpose and all other purposes necessary to enable the Director to administer the duties of the office as prescribed by law may hold hearings and shall have power to subpoena witnesses and compel their attendance, administer oaths and require the production for examination of any books or papers relating to any matter under investigation at any such hearing. . . .
- d. Institute all proceedings and investigations, hear all complaints, issue all process and orders, and render all decisions necessary to enforce the provisions of the Act; of the rules and regulations adopted thereunder, or of any municipal consents issued pursuant to the Act.

Also applicable are the rules promulgated by the Federal Communications Commission ("FCC") regarding customer service obligations, as outlined in 47 C.F.R. § 76.309, which set forth additional standards cable operators must meet in the provisioning of service. Furthermore, the aforementioned State and Federal rules are supplemented by commitments and conditions set forth by Order of the Board wherein an entity seeks approval or relief from the agency. In this instance, the Board's Order *I/M/O the Verified Joint Petition of Altice N.V. and Cablevision Systems Corporation and Cablevision Cable Entities for Approval to Transfer Control of Cablevision Cable Entities*, Docket No CM15111255, dated May 26, 2016, and the terms and conditions outlined therein, guide the matter herein.

Based upon the Board's review and consideration of the robust record in this proceeding, the Board **HEREBY FINDS** the Stipulation addresses the concerns of the parties raised in the investigation and represents a just and reasonable resolution of the issues in this proceeding. Accordingly, the Board **HEREBY ADOPTS** the Stipulation in its entirety, and **HEREBY INCORPORATES** its terms and conditions as though fully set forth herein, subject to any terms and conditions set forth in this Order.

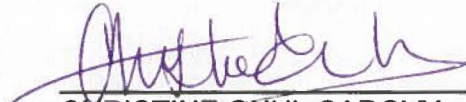
The Board **HEREBY RATIFIES** the decisions made by Commissioner Holden during the pendency of this proceeding for the reasons stated in her decisions and Orders.

This Order shall not affect or in any way limit the exercise of the authority of the Board, the Office of Cable Television and Telecommunications or the State of New Jersey in any future petition or in any proceeding regarding Altice.

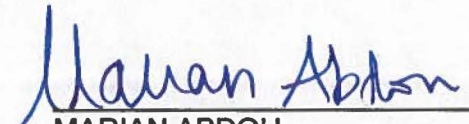
This Order shall be effective on January 17, 2024.

DATED: January 10, 2024

BOARD OF PUBLIC UTILITIES
BY:


CHRISTINE GUHL-SADOVY
PRESIDENT


DR. ZENON CHRISTODOULOU
COMMISSIONER


MARIAN ABDOU
COMMISSIONER

ATTEST:


SHERRIL L. GOLDEN
SECRETARY

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

IN THE MATTER OF REQUESTS FOR AN INVESTIGATION
INTO THE OPERATIONS OF ALTICE USA, INC. IN NEW JERSEY

DOCKET NO. CX21020139

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December 21, 2023

VIA ELECTRONIC MAIL

Sherri Golden, Secretary
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor
Trenton, New Jersey 08625-0350

**Re: In the Matter of Requests for an Investigation into the Operations of Altice USA
in New Jersey
BPU Docket No. CX21020139**

Dear Secretary Golden:

Enclosed on behalf of Altice USA, Inc. (“Altice”) and the other parties to this proceeding please find for filing an executed Stipulation of Settlement. Altice respectfully requests consideration of this settlement by the Board at the earliest feasible agenda session.

Copies of this document are also being served on the attached service list.

Should the Board have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

NORRIS McLAUGHLIN, P.A.

/s/ James H. Laskey

James H. Laskey

JHL/apd
Enclosure

cc: Attached Service List

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

I/M/O Requests for an Investigation into the)
Operations of Altice USA, Inc. in New Jersey)
_____))

BPU Docket No. CX21020139

STIPULATION OF SETTLEMENT

APPEARANCES:

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel
Elissa Grodd Schragger, Esq., Director of Law and Township Attorney, Hamilton

Township

Bruce R. Darvas, Esq., Director of Law and Township Attorney, Township of
Robbinsville

Jean L. Cipriani, Esq., Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., on behalf of
the Boroughs of Seaside Heights and Seaside Park

Fred Semrau, Esq., Dorsey & Semrau, on behalf of the Township of Montville

Dawn M. Sullivan, Esq., Dorsey & Semrau, LLC, on behalf of West Milford Township

Andrew Bayer, Esq., Pashman Stein Walder Hayden, PC, on behalf of the Township of
Howell

Gerard Lavery Lederer, Esq., Best Best & Krieger, LLP, on behalf of the Township of
Piscataway

Gregory P. McGuckin, Esq., Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors,
on behalf of Townships of Toms River and Jackson

Michael Mietlicki, Esq., Weiner Law Group, LLP, on behalf of Borough of Sayreville

Christopher Ortiz, Esq., Senior Counsel, Altice USA, Inc.

James H. Laskey, Esq., Of Counsel, Norris McLaughlin, on behalf of Altice USA, Inc.

WHEREAS, the Board of Public Utilities (the "Board") initiated an investigation into the
adequacy of service provided by Altice USA, Inc. ("Altice") on February 17, 2021 after the Board
and the Office of Cable Television and Telecommunications received complaints and inquiries
from certain municipalities, state legislators, and customers regarding Altice's provision of
service to New Jersey residents;

WHEREAS, the complaints received by the Board raised various concerns with Altice's
service in New Jersey, including but not limited to service disruptions, inconsistent connections
and fluctuating Internet speeds, telephone wait times, customer service, and an inability to
receive satisfactory responses to these complaints from the Altice both before and after the
COVID-19 pandemic began;

WHEREAS, the Townships of Robbinsville, Hamilton, Montville, and Howell, and the Boroughs of Seaside Heights and Seaside Park were granted Intervenor status; and the Townships of West Milford, Piscataway, and Toms River, and the Borough of Sayreville were granted Participant status in this proceeding;

WHEREAS, Jackson Township was also allowed to informally join Toms River as a participant;

WHEREAS, Altice's objective is to offer New Jersey residents and small businesses access to superior cable television service and non-cable communications services delivered over an upgraded hybrid fiber optic-coaxial cable ("HFC") network, and supported by responsive operations and customer service resources;

WHEREAS, Intervenors and Participants have been afforded adequate opportunity to review and comment upon the terms of this Stipulation; and

WHEREAS, the Signatory Parties now wish to resolve this investigation and proceeding without any admissions or findings of liability, on the terms and conditions specified herein.

STIPULATION OF SETTLEMENT TERMS AND CONDITIONS

NOW, THEREFORE, the Signatory Parties, intending to be bound thereby, agree to and stipulate as follows:

1. **Conclusion of the Proceeding.** The Signatory Parties agree that this Stipulation represents a fair conclusion with respect to the issues to be resolved in this proceeding.
2. **Altice's Commitments.** Altice commits to the following:¹
 - a. **Capital Investment.** In addition to investments identified to the Board in previous years, Altice commits to invest a minimum of \$11 million in the performance of its New Jersey hybrid fiber optic-coaxial cable ("HFC") network serving Optimum NJ customers for the calendar year 2023, as follows. By March 31, 2024, Altice will file with Board staff a report summarizing these expenditures by category. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-12. Altice shall not be held in default under, or in noncompliance with, this paragraph to the extent that its performance is impacted by a force majeure circumstance, including, but not limited to, a supply chain disruption, severe or unusual weather conditions, or actions or inactions of any government instrumentality or public utility.

¹ Except where otherwise expressly provided, Altice's commitments in this Stipulation are limited to Altice's operation of its HFC cable system and its provision of cable television service. Except where otherwise expressly provided, the term of each of Altice's commitments is three (3) years from the final approval of this Stipulation.

b. **Community Updates:** The Company will update each of the fourteen communities identified by the Board over the course of this proceeding² (the “Communities”) at least twice per year on service metrics relevant to local performance of the Optimum network and will offer to meet with each of these communities at least once per year. Copies of any reports provided to the Communities shall be provided to Board Staff and Rate Counsel.

c. **Statewide Updates:** The Company will comply with applicable service quality standards and reporting requirements for provision of cable television service as set forth in the Board’s rules. The Company will file with both Board Staff and Rate Counsel any reports required pursuant to N.J.A.C. § 14:18-7.7 (Telephone system performance); § 14:18-7.9 (Cable service quality standards); and § 14:18-6.7(g) (Complaint recording and reporting), and will offer to meet with Board Staff and Rate Counsel at least once per year to discuss the service metrics relevant to statewide performance of the Optimum network including but not limited to service visits, repeat service visits, and numbers of customers affected. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1.

d. **Network Maintenance Plan.** Within 90 days of execution of this Stipulation of Settlement, Altice shall file with the Board on an informational basis its plan to maintain the HFC network. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-12.

e. **Field Operations Training & Oversight.** Altice field service and outside plant maintenance personnel resources, including contracted personnel, will be required to receive the same training and be subject to the same performance standards, to the extent consistent with applicable employment law. Altice will file an annual certification with the Board confirming that Altice field service and outside plant maintenance personnel receive the same training and are evaluated using the same performance standards. Altice will file the annual certification no later than January 31st of each year.

f. **Resiliency and Outages / Emergency Preparedness and Response.**

- i. Altice will file a current emergency response plan with the Board no later than 60 days after the final approval of this Stipulation. The emergency response plan will describe the provisions Altice makes to address emergencies resulting from power outages, sudden and prolonged increases in network demand, fires, storms, natural disasters, attacks, supply chain interruptions, lack of reasonable access to personnel resources, severe economic disruption or similar contingencies.

² These communities are the Townships of Robbinsville, Hamilton, Montville, Howell, West Milford, Piscataway, Jackson, North Brunswick, Green Brook and Toms River, and the Boroughs of Seaside Heights, Seaside Park, Sayreville, and Dunellen. Although only 10 of these communities formally joined this proceeding as Intervenors or Participants, Altice is nevertheless making commitments relative to 4 additional communities identified by the Board in this matter.

- ii. Altice will maintain a publicly available outage map,³ beginning no later than 90 days after final approval of this Stipulation, that provides information about its service outages within New Jersey and estimated times to repair and restore service, to the extent reasonably available.
- iii. Altice will implement a text message option for Altice subscribers to receive updates on outages affecting their services and the status of Altice's repairs.
- iv. Altice will provide open Wi-Fi service available to all New Jersey residents and small businesses within its service area during declared states of emergency.

g. **Resiliency and Outages / Transparency.** Altice will report to Board Staff and Rate Counsel concerning outages of cable television service as required by N.J.A.C. § 14:18-6.6. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1. Altice will also provide credits for outages of cable television service as required by N.J.A.C. § 14:18-3.5.

One year after approval of this Stipulation, Altice will submit to Board Staff and Rate Counsel a report summarizing the total amount of credits for service outages issued to New Jersey customers and the number of customers who received such credits in the most recent 12 months. This report shall include both credits for outages of cable television service as set forth above and any voluntary credits for outages of other services. Altice may file with the Board a request for confidential treatment pursuant to the procedures set forth in N.J.A.C. § 14:1-1. However, nothing in this section shall be construed to impose an obligation on the Company to issue credits beyond the scope of N.J.A.C. § 14:18-3.5.

h. **Customer Service Performance.** As required by N.J.A.C. § 14:18-7.9 and applicable federal law, Altice will ensure that, under normal operating conditions, telephone answer time by an Altice customer service representative, including wait time, will not exceed 30 seconds from when the connection is made. If the call needs to be transferred, the transfer time shall not exceed 30 seconds. Altice will ensure that these standards are met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis. Altice will ensure that, under normal operating conditions, Optimum NJ subscribers will receive a busy signal no more than three percent of the time. Nothing in this section of the Stipulation shall be read to preclude the Board from adopting or enforcing subsequently any lawful rule, regulation, or order regarding the matters addressed in this section.

i. **Rates and Charges.** As required by N.J.A.C. § 14:18-7.3 and applicable federal law, Altice will continue to notify affected customers and the Office of Cable Television and Telecommunications no fewer than 30 days before implementing any changes to a subscriber's non-promotional rates. Altice will not charge any subscriber for services that the subscriber has not requested, and Altice will not charge any subscriber for the resolution of technical issues

³ This map is available at <https://www.optimum.com/outage-map>.

reasonably attributable to actions or omissions by Altice. Altice will evaluate, address, and report to the Board on individual subscriber complaints, including those regarding rates, unauthorized billing, and service outages, consistent with N.J.A.C. § 14:18-6.7, but not later than 30 days after Altice receives the complaint. Nothing in this section of the Stipulation shall be read to preclude the Board from adopting or enforcing subsequently any lawful rule, regulation, or order regarding the matters addressed in this section.

j. **Broadband Adoption and Access.**

- i. Participation in Affordable Connectivity Program (“ACP”). In addition to any federal obligations imposed on Altice to make ACP supported broadband services available, Altice will continue to participate in the Affordable Connectivity Program (“ACP”), or any successor program, in New Jersey for no fewer than three (3) years after final approval of this Stipulation or until the program ends, whichever is earlier. All rates and terms shall be determined by Altice in its sole discretion, subject to applicable laws and regulations.
- ii. Altice will make good faith efforts to partner with municipalities:
 1. To evaluate federal and state funding opportunities to ensure that community anchor institutions have broadband services.
 2. To encourage participation by eligible households in New Jersey in the ACP program.
- iii. Altice will provide its 1 Gig broadband product (valued at \$4,500/year) for free for three (3) years to one community anchor institution in each of the Communities, which do not already receive free 1 Gig service pursuant to the Company’s franchise agreements. The anchor institutions will be designated not later than 60 days following approval of this Stipulation by the Board in consultation with these municipalities.
- iv. Altice represents that all households and small businesses passed by the Optimum NJ HFC network have access to the full suite of Optimum Internet Service tiers currently offered on the HFC network, including the Company’s 1 Gig Internet product.⁴ To the extent that the Company launches new tiers on its HFC network in the future, Altice shall make these tiers available in New Jersey on a non-discriminatory basis.

k. **Public-Private Partnerships with Municipalities.** Altice will evaluate whether to participate in New Jersey broadband deployment and adoption programs funded by the federal Coronavirus Aid, Relief, and Economic Security Act, American Rescue Plan and

⁴ These offers are available on [Optimum.com](https://www.optimum.com).

Infrastructure Investment and Jobs Act. Altice will seek input from the Communities regarding its participation in these programs and consider such input in good faith.

1. **Community Initiatives.** Altice will sponsor at least one community event or initiative with each of the Communities upon request (up to \$120,000 in total across all Communities – approximately \$5,000 for Communities with fewer than 10,000 households passed and \$10,000 for larger Communities).

3. **Scope of Altice's Commitments.** Unless otherwise provided, Altice's commitments set forth above apply to Altice's cable services in New Jersey only.

4. **Normal Operating Conditions.** For the purposes of Altice's commitments set forth above, "normal operating conditions" means those service conditions which are within the control of Altice. Conditions not within the control of Altice include, but are not limited to, natural disasters, civil disturbances, power outages, unplanned or unscheduled telephone network outages outside of normal working conditions, and severe or unusual weather conditions.

5. **Term.** Unless otherwise specified, the term for each of Altice's commitments set forth above is three (3) years from the final approval of this Stipulation.

MISCELLANEOUS

6. The Signatory Parties agree that this Stipulation represents the entirety of the agreement among the Signatory Parties. This Stipulation may only be modified by a further written agreement executed by all the Signatory Parties to this Stipulation.

7. This Stipulation shall be binding on the Signatory Parties upon approval by the Board. This Stipulation shall bind the Signatory Parties in this matter only and shall not be regarded as precedent in any future matters before the Board or otherwise. Nothing in this Stipulation alters the Board's legal authority on any matter. Moreover, no provision contained in this Stipulation shall be construed to limit or waive any legal or policy argument or any position that a Signatory Party may assert, claim, or submit in defense in any future proceeding before the Board or any other forum. None of the Signatory Parties shall be prohibited from or prejudiced in arguing different legal or policy positions before the Board in any other proceeding or in any other jurisdictions, as this agreement pertains only to these matters and to no other matter.

8. Board Staff agrees that Non-Signatory Parties have been afforded adequate opportunity to review and be heard as to the terms of this Stipulation, and due consideration has been given by the Signatory Parties to all comments and concerns expressed by Non-Signatory Parties.

9. Notwithstanding anything to the contrary set forth herein, upon the occurrence of any of the following events this Stipulation shall terminate, and shall be deemed null and void and of no force or effect:

- a. if the Board fails to issue a final order approving this Stipulation or issues a decision modifying or disapproving this Stipulation; or
- b. if the Board issues a written order approving this Stipulation subject to any additional term or modification of the terms set forth herein which an adversely affected Signatory Party, in its discretion, finds unacceptable, such Signatory Party shall serve notice of unacceptability on the other Signatory Parties within three (3) business days following receipt of such Board order. Absent such notification, the Signatory Parties shall be deemed to have waived their respective rights to object to the acceptability of such conditions or modifications contained in the Board order, which shall thereupon become binding on all Signatory Parties.

10. This Stipulation shall be effective and binding on the Signatory Parties upon approval by the Board, without any change of its terms, or in the event of change, upon acceptance of such change (whether affirmatively accepted or by the passage of time). Each of the terms in this Stipulation is interdependent with the others and essential in its own right to the signing of this Stipulation. Each term is vital to the agreement as a whole, since the Signatory Parties expressly and jointly state that they would not have signed the Stipulation had any term been modified in any way.

11. The Signatory Parties agree that any disclosures of non-public information by Altice made pursuant to its commitments under the Stipulation, including but not limited to required reports and certifications, shall be made under the terms of a mutually satisfactory non-disclosure agreement or request for confidential treatment under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, *et seq.*

12. This Order will be served on the Signatory Parties by mail consistent with N.J.A.C. § 14:18-10.6, and the Signatory Parties also agree to accept electronic transmission.

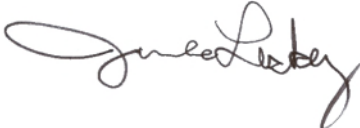
13. This Stipulation is being executed in counterpart originals and shall be binding on each Signatory Party who executes such a counterpart, with the same force and effect as if all executing Parties had executed a single original document.

14. Enforcement. The Board reserves the right to revive the above noted docket pursuant to the established procedures in Chapter 18 of the Board's rules. The Communities may raise municipal-specific issues directly with the Company, consistent with the Board's December 17, 2021 Order on the Motion to Compel in this Matter.

CONCLUSION

WHEREFORE, for the reasons set forth above, the Parties to this Stipulation respectfully request that the Board (i) approve and adopt this Stipulation in its entirety; and (ii) issue a Decision and Order determining that the resolution of the issues in this proceeding as proposed in this Stipulation are just and reasonable.

IN WITNESS THEREOF, the undersigned Parties do HEREBY AGREE to the form and execution of this Agreement.



Date November 17, 2023

By: James H. Laskey, Esq.
Norris McLaughlin, P.A.
On behalf of Altice USA, Inc.

Date

By: Gerard Lederer, Esq.
Best Best & Kriegler LLP
On behalf of Piscataway Township

Date

By: Fred Semrau, Esq.
Dorsey & Semrau, LLC
On behalf of Montville Township

Date

By: Dawn M. Sullivan, Esq.
Dorsey & Semrau, LLC
On behalf of West Milford Township


Date

By: Elissa Grodd Schragger, Esq.
Director of Law and Township Attorney
On behalf of Hamilton Township

CONCLUSION

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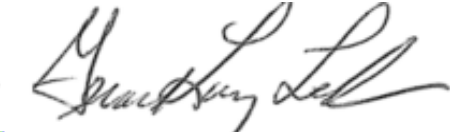


Date November 17, 2023

By: James H. Laskey, Esq.
Norris McLaughlin, P.A.
On behalf of Altice USA, Inc.

December 5, 2023

Date



By: Gerard Lavery Lederer, Esq.
Best Best & Krieger LLP
On behalf of Piscataway Township

Date

By: Fred Semrau, Esq.
Dorsey & Semrau, LLC
On behalf of Montville Township

Date

By: Dawn M. Sullivan, Esq.
Dorsey & Semrau, LLC
On behalf of West Milford Township

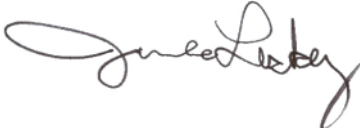
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By: Elissa Grodd Schragger, Esq.
Director of Law and Township Attorney
On behalf of Hamilton Township

CONCLUSION

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Norris McLaughlin, P.A.
On behalf of Altice USA, Inc.

Date

By: Gerard Lederer, Esq.
Best Best & Kriegler LLP
On behalf of Piscataway Township

December 1, 2023

Fred Semrau

Date

By: Fred Semrau, Esq.
Dorsey & Semrau, LLC
On behalf of Montville Township

Dawn M. Sullivan

Date

By: Dawn M. Sullivan, Esq.
Dorsey & Semrau, LLC
On behalf of West Milford Township

Date

By: Elissa Grodd Schragger, Esq.
Director of Law and Township Attorney
On behalf of Hamilton Township

CONCLUSION

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On behalf of Piscataway Township

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Dorsey & Semrau, LLC
On behalf of Montville Township

Date


By: Dawn M. Sullivan, Esq.
Dorsey & Semrau, LLC
On behalf of West Milford Township



Date

By: Elissa Grodd Schragger, Esq.
Director of Law and Township Attorney
On behalf of Hamilton Township

11/17/2023
Date


By: Bruce R. Darvas, Esq.
Township Attorney / Director of Law
On behalf of Robbinsville Township

Date

By: Michael Mietlicki, Esq.
Weiner Law Group, LLP
On behalf of Borough of Sayreville

Date

By: Gregory P. McGuckin, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
On behalf of Townships of Toms River and Jackson

Date

By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Boroughs of Seaside Heights and Seaside Park

Date

By: Andrew Bayer, Esq.
Pashman Stein Walder Hayden, PC
On behalf of the Township of Howell

Date

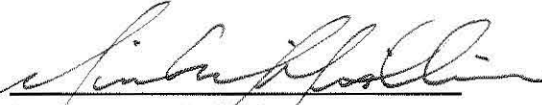
By: Brian O. Lipman, Esq.
Director
On behalf of the Division of Rate Counsel

Date

By: Bruce R. Darvas, Esq.
Township Attorney / Director of Law
On behalf of Robbinsville Township

11/28/23

Date



By: Michael Mietlicki, Esq.
Weiner Law Group, LLP
On behalf of Borough of Sayreville

Date

By: Gregory P. McGuckin, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
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Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
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On behalf of Borough of Sayreville

Date

By: Gregory P. McGuckin, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
On behalf of Townships of Toms River and Jackson

Date 12/6/23


By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Borough of Seaside Heights

Date

By: Andrew Bayer, Esq.
Pashman Stein Walder Hayden, PC
On behalf of the Township of Howell

Date

By: Brian O. Lipman, Esq.
Director
On behalf of the Division of Rate Counsel

Date

By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Borough of Seaside Park

Date

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On behalf of Robbinsville Township

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On behalf of Borough of Sayreville

Date

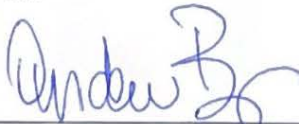
By: Gregory P. McGuckin, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
On behalf of Townships of Toms River and Jackson

Date

By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Boroughs of Seaside Heights and Seaside
Park

12/14/2023

Date



By: Andrew Bayer, Esq.
Pashman Stein Walder Hayden, PC
On behalf of the Township of Howell

Date

By: Brian O. Lipman, Esq.
Director
On behalf of the Division of Rate Counsel

Date

By: Bruce R. Darvas, Esq.
Township Attorney / Director of Law
On behalf of Robbinsville Township

Date

By: Michael Mietlicki, Esq.
Weiner Law Group, LLP
On behalf of Borough of Sayreville

Date

By: Gregory P. McGuckin, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
On behalf of Townships of Toms River and Jackson

Date

By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Borough of Seaside Heights

Date


By: Andrew Bayer, Esq.
Pashman Stein Walder Hayden, PC
On behalf of the Township of Howell

Date

By: Brian O. Lipman, Esq.
Director
On behalf of the Division of Rate Counsel

12/15/23

Date



By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Borough of Seaside Park

Date

By: Bruce R. Darvas, Esq.
Township Attorney / Director of Law
On behalf of Robbinsville Township

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By: Michael Mietlicki, Esq.
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On behalf of Borough of Sayreville

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By: Gregory P. McGuckin, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
On behalf of Townships of Toms River and Jackson


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By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Borough of Seaside Heights

Date

By: Andrew Bayer, Esq.
Pashman Stein Walder Hayden, PC
On behalf of the Township of Howell

12/20/2023
Date




By: Brian O. Lipman, Esq.
Director
On behalf of the Division of Rate Counsel

Date

By: Jean L. Cipriani, Esq.
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
On behalf of the Borough of Seaside Park

Matthew J. Platkin
Attorney General of New Jersey
Attorney for the Staff of the New Jersey
Board of Public Utilities

December 15, 2023
Date

By: 

Steven A. Chaplar, Esq.
Deputy Attorney General