



September X, 2023

Hon. Brian C. Wahler, Mayor
Township of Piscataway, Mayor's Office
455 Hoes Ln
Piscataway, NJ 08854

Dear Mayor Wahler:

CSC TKR, LLC d/b/a Cablevision of Raritan Valley (hereinafter the "Company"), a wholly owned subsidiary of Altice USA, Inc. (collectively "Altice USA") and the Township of Piscataway (the "Township"), have recently completed the negotiation of a renewal of Altice USA's cable franchise with the Township, which is scheduled for adoption on _____ (the "Franchise Renewal"). Separate from the obligations in the Franchise Renewal, the parties, by this letter ("Letter"), for good and valuable consideration, agree to be bound to the obligations outlined and acknowledged below for the life of the Franchise Renewal:

1. Within thirty (30) days after the approval of a resolution by the Township authorizing the Franchise Renewal, Altice USA will provide one (1) free 1 Gig internet service account to the two (2) anchor institutions listed below:

YMCA at the Piscataway Community Center
520 Hoes Lane
Piscataway, NJ

John F Kennedy Library
500 Hoes Lane
Piscataway, NJ

The above service shall be provided by Altice USA to the anchor institutions subject to the terms, conditions and use policies of Altice USA as those policies may exist from time to time.

2. Within sixty (60) days after the approval of a resolution by the Township authorizing the Franchise Renewal, Altice USA will provide the following grant:
 - (a) \$15,000 technology grant to be paid in full.



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2. Within sixty (60) days after the approval of a resolution by the Township authorizing the Franchise Renewal, Altice USA will provide the following grant:
 - (a) \$15,000 technology grant to be paid in full.

3. The Company will provide an option for customers to view PEG channels in high definition (HD) via IP video no sooner than January 2024, but no later than September 1, 2024. If IPTV is not available by September 1, 2024, the parties will meet to determine an alternate obligation. Customers wishing to view PEG channels in HD will need an IPTV device and may need an additional equipment, but nothing more than is required to view other portions of the Basic Tier. Customers must have Optimum internet service to receive HD capability.
4. Company warrants that the percentage discount provided seniors as part of the franchise is the highest percentage offered by the Company in New Jersey and will increase to match any greater discount offered in the state.

The parties hereby acknowledge the understandings memorialized in this Letter by setting their signatures below.

Sincerely,

Chrissy Buteas
Vice President, Government Affairs
Altice USA

Date: _____

Accepted and agreed:

Brian C. Wahler
Mayor, Township of Piscataway

Date: _____

cc: Marilyn Davis, Altice USA, Inc.

**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, Intervenor 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 Intervenor 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.

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.

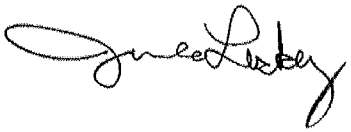
13. This Stipulation is being executed in counterpart originals and shall be binding on each Signatory Party who executes such a counterpart, with the same force and effect as if all executing Parties had executed a single original document.

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

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