Agenda Date: 6/29/23
Agenda Item: 3A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

OFFICE OF CABLE TELEVISION AND TELECOMMUNICATIONS

IN THE MATTER OF THE VERIFIED PETITION OF CSC TKR, LLC	)	ORDER
V.	)	DOCKET NO. CC23030139
BOROUGH OF MADISON, NEW JERSEY	)	

Parties of Record:

Vaughn Parchment, **Esq.**, CSC TKR, LLC
Ronald Kavanagh, Esq., Borough Attorney, Borough of Madison

BY THE BOARD:

On March 14, 2023, CSC TKR, LLC, a wholly owned subsidiary of Altice USA ("Petitioner", "Altice", or "Company") filed a petition with the New Jersey Board of Public Utilities ("Board"), pursuant to N.J.S.A. 48:5A-9, seeking relief from the Board following the Borough of Madison's ("Borough") alleged denial of Petitioner's access to the Company's plant in the Borough ("Petition"). The Petition requested the Board issue an Order ruling that the Borough: 1) immediately cease its demand that Petitioner pay additional compensation, over and above the cable service franchise fee, in consideration for receiving access to the cable television system in the Borough; and 2) grant Petitioner the ability to immediately commence deployment of its Fiber to the Home ("FTTH") cable television system and perform regular maintenance and servicing as needed to the cable television system located in the Borough.

Petitioner is the holder of a system-wide cable franchise that authorizes Petitioner, under State and federal law, to construct a cable television system within the highways of the municipality in the franchise area, including the Borough and through utility easements. The Federal Communications Act provides that any cable franchise shall be construed to authorize the construction of a cable system over public rights-of-way, and through easements, which is within the area to be served by the cable system and which have been dedicated for compatible uses.

Petitioner also maintains attachment agreements with local utility companies for access to utility poles located within the Borough's highways. In this instance, Altice pays attachment fees to Verizon, which is the successor in interest to New Jersey Bell Telephone Company ("NJ Bell"), which has an agreement with the Borough to exclusively manage the Borough's poles and collects

all attachment fees pursuant to a joint use agreement with the Borough ("Joint Use Agreement"). Petitioner has paid, and continues to pay, Verizon all required pole attachment fees in the Borough pursuant to the attachment agreement with Verizon and the Joint Use Agreement. The Borough, in its answer to the Petition, indicated that Petitioner has the ability to use the rights-of-way of the Borough based on the cable franchise agreement, which enables Petitioner to construct and operate a cable television system in the Borough, but not the right to access and use of the Borough owned utility poles unless Petitioner pays the Borough pole attachment fees. The Borough asserts that the pole attachment fees it is requesting from Petitioner are justified because the Borough operates a municipal electric utility, which incurs additional costs.

BACKGROUND

On October 9, 1950, the Borough and NJ Bell, a telephone company in the State of New Jersey, entered into an agreement covering the joint use of the Borough's poles. Verizon is the successor in interest to NJ Bell under the agreement with the Borough to exclusively manage the Borough's poles. Verizon collects all attachment fees pursuant to the Joint Use Agreement.

Petitioner currently is the holder of a cable television franchise for the Borough. On August 12, 1974, the Borough Council adopted an ordinance which granted municipal consent for the construction and operation of a cable television system within the Borough for a term of 15 years.[1] On February 19, 1975, the Board granted Morris Cablevision a Certificate of Approval ("COA") in Docket No. 748C-6042 for the construction, operation and maintenance of a cable television system in the Borough for a term to expire on February 13, 1990. On June 11, 1982, the Board approved Sammons Communications ("Sammons") acquiring Morris Cablevision's assets and the COA for the Borough in Docket No. 823C-6894. On July 11, 1988, the Borough adopted an ordinance granting renewal of municipal consent to Sammons.[2] On April 19, 1989, the Board issued a Renewal Certificate of Approval to Sammons in Docket No. CE88111202 for a term to expire on February 13, 1995. On August 28, 1995, the Borough adopted an ordinance granting Renewal of Municipal Consent to Sammons.[3] On February 21, 1996, the Board approved the transfer of the COA from Sammons to TKR Cable of Morris. On July 30, 1997, the Board issued a Renewal Certificate of Approval to TKR Cable of Morris in Docket No. CE94110522 for a term to expire on August 13, 2007. Through a series of Board Approved transfers, the holder of the COA became CSC TKR, Inc. d/b/a Cablevision of Morris ("CSC TKR"). On October 10, 2007, the Borough adopted an ordinance granting Renewal of Municipal Consent to CSC TKR. On June 16, 2008, the Board issued a Renewal COA to CSC TKR in Docket No. CE08020097, for term to expire on June 16, 2018.

Pursuant to N.J.S.A. 48:5A-25.1 and N.J.A.C. 14:18-14.13, a cable television operator with a municipal consent-based franchise or franchises issued prior to the effective date of the New Jersey Cable Television Act may automatically convert any or all of its municipal consent-based franchises upon notice to the Board and to the affected municipality or municipalities.[4] On

[1] Ordinance No. 16-74

[2] The Ordinance contains a grant of authority and use of rights-of-way ("ROW") by Sammons to construct a cable television system within the Borough.

[3] The Ordinance includes the following language at Section 3: "The Company shall be required to make application to the Borough for road opening permits, however the Company will be relieved of any requirement to pay the requisite fees for such permits."

[4] P.L. 2006, c. 83

February 11, 2010, in Docket No. CE10010024, the Board issued an order memorializing the conversion by CSC TKR of its municipal consent based franchise in the Borough of Allentown to a system-wide franchise. Thereafter, on July 19, 2010, CSC TKR filed notice that it would convert the municipal consent based franchise in the Borough to a system-wide franchise. The conversion to a system-wide franchise for the Borough was memorialized in the Second Order of Amendment issued by the Board in Docket No. CE10010024 on September 16, 2010.[5] Thereafter, on February 22, 2017, the Board issued a renewal of the system-wide franchise for Petitioner with an expiration date of January 11, 2024 in Docket No. CE16090920.

In the Petition, Altice asserted that, pursuant to Article 7 of the Joint Use Agreement with Verizon, the Borough previously granted its permission and is fully aware that Altice and its predecessors' cable systems have been and continue to be attached to the Borough's utility poles. Petitioner contended that this fact is evidenced by: 1) the Borough's issuance of a municipal consent ordinance and receipt of a cable television franchise issued in a COA by the Board; and 2) three (3) subsequent renewal ordinances adopted and approved by the Borough since 1975, which have been in effect prior to Petitioner's conversion of the franchise from a traditional municipal consent to a system-wide franchise. Petitioner provided language from the Borough's 1988 ordinance which contains the following provision: "A237-1 Grant of Authority - The Borough hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways and public places in the Borough poles, wires, cables, underground conduits, manholes and other television conductor and fixtures necessary for the maintenance and operation in the Borough of a cable television system. Construction pursuant to said consent is conditioned upon prior approval of the Board of Public Utilities." Additionally, Petitioner noted that the Borough's 1995 and 2007 municipal consent renewal ordinances contain substantively the same provision. Petitioner claimed that, based on the above noted legal authority, as authorized by the municipality in a municipal consent ordinance and approved by the Board, Petitioner was authorized to build, operate and maintain a cable television system in the Borough.

Petitioner asserted that, since 2017 and pursuant to its cable television franchises, the Company has been in the process of deploying an advanced FTTH cable system throughout its service footprint. On or about November 29, 2021, soon after Altice had commenced aerial cabling FTTH in the Borough, Petitioner stated that the Borough's Police Department informed Altice's service technicians that they were no longer permitted to conduct any activity within the highways of the Borough. Upon contacting the Borough Administrator, Altice was informed that the Borough would not permit Altice to proceed with aerial cabling until the Company: 1) completed an access agreement to traverse a Borough owned parking lot within the business district ("Access Agreement"); and 2) negotiated the terms of a pole attachment agreement for the use of the utility poles owned by the Borough ("Attachment Agreement").

Altice stated that while it negotiated the terms of the Access Agreement, the Borough refused to permit Altice to resume cabling for FTTH until the Attachment Agreement was negotiated with the Borough, despite the existing agreement with Verizon and that no new attachments are required for the over lash to Altice's existing plant. Thereafter, Petitioner alleged that on January 10, 2022, the Borough submitted a pole attachment proposal requiring Altice to pay the Borough an annual fee equal to 17 times the current rate paid by Altice under the existing agreement with Verizon. Additionally, the Borough would not agree to make the obligation conditional upon Altice's release

[5] Petitioner converted and added 32 municipalities to the CSC TKR system-wide franchise, including the conversion of the municipal consent based franchise for the Borough.

from its obligation to Verizon, effectively subjecting the Company to being doubly charged for the use of the same poles. Altice argued that the Borough's fee proposal was unreasonably high, as well as prohibited by the Joint Use Agreement designating Verizon as the sole collector of attachment fees in the Borough.

Petitioner stated that after several weeks of further negotiations, on February 10, 2022, the Borough rejected a counter offer from Altice for attachment rights at a rate comparable to those paid by Altice to other municipalities in the State. Altice claimed that it continued to try and seek a resolution of the dispute for several months thereafter, but their efforts were unsuccessful.

Having made no progress with the Borough, Altice filed a letter on October 11, 2022, with Lawanda Gilbert, Director of the Board's Office of Cable Television and Telecommunications ("OCTV&T"). On October 13, 2022, the Borough adopted a resolution authorizing termination of the Joint Use Agreement, which will end Verizon's exclusive authority to receive compensation for attachments to the Borough's poles one (1) year from providing notice to Verizon, with an effective date of October 13, 2023. Director Gilbert held mediation sessions with the parties on January 10, 2023 and February 23, 2023 in an attempt to reach settlement between the parties, but were unsuccessful.

On March 14, 2023, the Petition was filed with the Board requesting assistance. Petitioner maintained that, at this time, it continues to have the right to deploy FTTH without additional fees pursuant to its rights under the system-wide franchise, its attachment agreement with Verizon, and Verizon's exclusive authority to manage and receive compensation for the Borough's poles under the Joint Use Agreement through October 13, 2023. Petitioner also put forth that the Borough's fee demand for access to the highways violates the statutory limit on compensation by a cable service provider in a municipality. Pursuant to N.J.S.A. 48:5A-30(a), a [cable television] Company is required to pay the municipality a cable television franchise fee equal to two percent (2%) of "gross revenues from all recurring charges in the nature of subscription fees paid by subscribers to its cable television reception service…" Such a fee is paid to the municipality "in lieu of all other franchise taxes and municipal license fees...as a yearly franchise revenue for the use of the streets." Under the traditional municipal consent franchise, the Borough was receiving two percent (2%); however, since January of 2010, following the conversion of the traditional franchise to a system-wide franchise, Altice is required to pay the Borough three and one-half percent (3.5%) of the Company's gross revenues, as defined under N.J.S.A. 48:5A-3(x).

Petitioner requested relief from the Board to direct the Borough to allow the Company to perform work, including regular maintenance on the cable system located in the Borough, and to address the compensation which the Borough is requiring from the Company. Petitioner requested that the Board retain the matter and appoint a Board Commissioner to preside over the matter.

On April 3, 2023, the Borough filed an answer to Altice's Petition, wherein the Borough denied that it unlawfully demanded Petitioner pay additional compensation over and above the cable franchise fee in consideration for receiving access to the highways of the Borough. The Borough also denied that it has restricted Petitioner's access to the highways of the Borough. In its answer, the Borough noted that it is unique in that it operates its own municipal electric utility, which requires the Borough to absorb all costs related to installing, replacing, maintaining and insuring the 2,650 poles, which are the utility infrastructure. Furthermore, the Borough acknowledged that Altice is the holder of the system-wide cable franchise, and that the cable operator may construct a cable system in the rights-of-way. However, the Borough asserted that the franchise did not give Petitioner the right to utilize the poles without an attachment fee. The Borough argued that Altice is able to construct its own infrastructure for the cable system in the rights-of-way. The

Borough acknowledged that Altice is currently paying Verizon for access to the poles, however, the Borough stated that the Agreement between Altice and Verizon is not valid because the Borough has never given Altice approval to attach equipment to its utility poles. The Borough noted that Altice had received permission through prior municipal consent ordinances, but argued that those ordinances did not provide for the use of the Borough's utility poles. Furthermore, the Borough asserted that the ordinances were expired and the system-wide franchise is the controlling order. The Borough stated that Petitioner is remiss in not meeting the requirements of the system-wide franchise by providing the requested free services. Specifically, the Borough requested free cable television service to the following municipal service properties: the Hartley Dodge Memorial Building, the Museum of Early Trades & Crafts, the John Avenue, Loveland Street and Madison Plaza pump and lift stations.

The Borough further asserted that it has continued to negotiate in good faith with Altice. The Borough contended that, on February 28, 2023, after two (2) mediation sessions with the OCTV&T, it presented a proposed attachment agreement for the Company's consideration, which it asserted was fair and represented a fraction of the expense the Borough incurs to operate and maintain its utility infrastructure. The Borough argued that the proposed agreement is not discriminatory, as a similar proposal will be presented to Verizon. The Borough stated that although Petitioner and its predecessors have paid pole attachment fees for 73 years and paid a cable television franchise, the Borough disputed Altice's claim that the Borough's request for a pole attachment fee violates the cap on the franchise fee. The Borough contended that, because it is one (1) of several municipalities in the State which owns and operates a municipal electric utility, the Borough must absorb the cost of installing, replacing and maintaining its utility pole infrastructure. The Borough requested that the matter be dismissed, with prejudice, and an Order be entered in favor of the Borough or that the matter be referred to the Office of Administrative Law due to its belief that the Madison Electrical Utility is not under the jurisdiction of the Board.

On April 13, 2023, Petitioner filed a letter in lieu of a formal reply to the Borough's April 3, 2023 Answer to the Petition. Petitioner noted that while the Borough argued that it never approved Petitioner's use of the Borough's poles, it agreed that the series of franchises going back to 1975 all authorized Petitioner to deploy its facilities in the public rights-of-way. With respect to the Borough's argument that Petitioner has failed to meet its statutory obligations pursuant to its system-wide franchise by failing to provide the free installations at the municipal sites, Petitioner denied the allegation, and argued that the Borough's prohibition of access to the highways of the Borough prevented the construction necessary to provide service to the locations. Petitioner maintained the Borough's allegations do not justify its actions continuing to prevent Petitioner from deploying the facilities necessary to maintain and improve its duly franchised and installed system. Additionally, Petitioner claimed that the Borough's demand for service at all five (5) locations is unreasonable and should be resolved at the discretion of the OCTV&T pursuant to N.J.A.C. 14:18-15.5(b).

Motion for Partial Summary Decision

On April 27, 2023, Petitioner filed a Motion for Partial Summary Decision in the matter ("Motion"). Specifically, Petitioner amended its original Petition and requested that the Board issue an Order confirming that Petitioner has the right under its existing cable television franchise to receive access to all highways of the Borough and that such right enables Altice to commence deployment of its FTTH cable system by over lashing fiber–optic cable to its existing Hybrid Fiber-Coax ("HFC") cable system within the Borough and to perform regular maintenance and service as needed to both its HFC and FTTH cable systems. Petitioner requested that the Board issue a narrow and expedited ruling whose grant does not depend on any disputed facts or undercut the

Borough's position regarding the collection of pole attachment fees. Petitioner requested that the Board rule that Altice's system-wide franchise grants it the ability to access the highways of the Borough in order to provide cable television service, with compensation limited to the cable franchise fee.

In the Motion, Petitioner argued that there is no dispute of material fact over the existence of its system-wide franchise and the rights that the franchise affords it, entitling them to partial summary decision and access to all highways of the Borough so that it may commence deployment of its FTTH cable system and performance of regular maintenance and servicing as needed to both its HFC and FTTH cable systems.

On May 1, 2023, the Borough filed a letter with the Board acknowledging receipt of Petitioner's Motion, and reiterated the Borough's position that it is a municipal electric utility which is not under the jurisdiction of the Board, and that the appropriate forum for this matter is the Office of Administrative Law. The Borough asserted that Altice's Motion is premature until the Board has made a determination regarding jurisdiction.

Thereafter, on May 17, 2023, the Borough filed a Brief in Opposition to Petitioner's Motion with the Board. In its brief, the Borough asserted that: 1) the Board does not have jurisdiction over the Borough of Madison Electric Utility, as the Borough owns and operates an electric utility wholly within its borders (a scenario whereby the legislature has not conferred supervisory and regulatory authority upon the BPU); 2) neither the system-wide franchise or the prior consent ordinances give Altice the right to attach its equipment to the Borough's utility poles; and 3) the dispute of material facts regarding the pole attachment fees precludes the issuance of a partial summary decision.

In its brief, the Borough cited to N.J.A.C. 14:18-14.10, which provides "[u]pon the grant of a system-wide franchise to an applicant, the system-wide franchisee shall notify the utility or individuals whose facilities are required for the construction of the cable television system and shall be authorized to begin negotiations for pole attachment or conduit use agreements or rights-of-way, as applicable." The Borough contended that the cited regulation simply provides that the parties are authorized to negotiate for a pole attachment agreement and does not mandate that the Borough give Petitioner access to its utility infrastructure. The Borough also cited to N.J.A.C. 14:18-2.3(b), which provides "[i]n areas which are presently being provided with overhead utility service … each cable television company wishing to serve therein may make arrangements with the utility or utilities owning the existing poles or structures for the joint use of those facilities. The Borough argued that: 1) Petitioner provided no evidence that the Borough has ever consented to attachments upon its utility poles; 2) Petitioner never received the required permission pursuant to the Joint Use Agreement which is set to expire on October 13, 2023; and 3) neither the 1974, 1988, 1995, or 2007 consent ordinances provide Petitioner with the right to make attachments to the Borough's utility poles.

On May 30, 2023, Petitioner filed a reply brief in further support of its Motion . In its reply brief, Petitioner argued that: 1) the Borough's arguments as to subject matter jurisdiction are wholly incorrect and unsupported by the relevant case law on the subject of primary jurisdiction; 2) the Borough intentionally ignored Petitioner's arguments regarding N.J.A.C. 14:18-2.3 and attempts to have the Board read N.J.A.C. 14:18-2.3(b) out of context in a manner which would unreasonably benefit the Borough; and 3) the Borough conceded that the existing poles at issue in this matter qualify as facilities for the purposes of N.J.A.C. 14:18-2.3 and that Petitioner has an existing right to access the Borough poles, as evidenced by the language of the joint use agreement and the parties' course of conduct.

DISCUSSION AND FINDINGS

A party may move for a summary decision upon all or any of the substantive issues in a contested case. N.J.A.C. 1:1-12.5(a). A summary decision may be granted:

[I]f the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law. When a motion for summary decision is made and supported, an adverse party must by responding affidavit set forth specific facts showing that there is a genuine issue which can only be determined in an evidentiary proceeding. N.J.A.C. 1:1-12.5(b).

When determining summary decision motions, the standard for agency determinations under N.J.A.C. 1:1-12.5 is "substantially the same as that governing a motion under Rule 4:46-2 for summary judgment in civil litigation." L.A. v. Bd. Of Educ. of City of Trenton, Mercer County, 221 N.J. 192, 203-04 (2015) (internal citation and quotations omitted).

A determination of whether a "genuine issue" of material fact exists requires the judge to consider if a rational fact finder could resolve the dispute with the evidence presented, or whether a genuine issue remains. Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 523 (1995). It is not the judge's function to "weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial." Id. at 540 (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249 (1986)). Additionally, a court must determine whether the evidentiary materials, "when viewed in the light most favorable to the non-moving party…are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the nonmoving party." Id. at 523. Applied here, the Board must view the evidence in the light most favorable to the Borough, the non-moving party, to determine whether a genuine issue of material fact exits.

First, as a threshold matter, the Board **HEREBY FINDS** that the Board and the OCTV&T has subject matter jurisdiction over this matter as the State's Cable franchising authority. Specifically, the Board is statutorily empowered to adjudicate pole attachment disputes. See, N.J.S.A. 48:5A-20, N.J.S.A. 48:5A-21, and N.J.A.C. 14:18-2.9. Additionally, the State of New Jersey has certified to the Federal Communications Commission ("FCC"), pursuant to 47 U.S.C. §224(c)(2), that it regulates the rates, terms, and conditions for pole attachment and, in doing so, has the authority to consider and does consider the interests of the subscribers of the services offered via such attachments, as well as the interests of the consumers of the utility services. By a January 21, 1985 letter from Bernard R. Morris, Director, Office of Cable Television, to Margaret Wood, Esq., FCC, Mr. Morris certified pursuant to 47 U.S.C. §224, that the Board regulates cable television pole attachment rates, terms and conditions.

Upon review of the parties' submissions, affidavits and all evidence submitted in this matter, the Board **HEREBY FINDS** that Petitioner is legally authorized to construct, operate and maintain a Cable Television System in the Borough of Madison. The following facts are without dispute in this matter: 1) Petitioner's initial franchise in the Borough was based on a traditional municipal consent franchise, pursuant to an ordinance adopted by the Borough and COA issued by the Board, as were subsequent franchises, which have not resulted in dispute for over 50 years; 2) Petitioner currently provides cable television service to the residents of the Borough pursuant to a system-wide cable television franchise agreement, which was most recently renewed by the Board on February 22, 2017; 3) Petitioner's system-wide franchise has an expiration date of January 11, 2024; 4) the Borough entered into a Joint Use Agreement on October 9, 1950 with NJ Bell, whereby NJ Bell is to exclusively manage the Borough's poles and collects all attachment

fees; 4) Verizon is the successor in interest to NJ Bell under the Joint Use agreement with the Borough; 5) the Joint Use Agreement between the Borough and Verizon remains in effect and has an expiration date of October 13, 2023; 6) Article 7 of the Joint Use Agreement requires the Borough's permission for third-parties to attach equipment to the Borough's poles; 7) the Borough's 1988 Ordinance contains a clause which provides "[t]he Borough hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways and public places in the Borough poles, wires, cables, underground conduits, manholes and other television conductor and fixtures necessary for the maintenance and operation in the Borough of a cable television system," a clause which appears in similar form in the Borough's 1995 and 2007 municipal consent renewal ordinances; and 8) Petitioner's equipment was attached to the Borough's poles for decades without objection from the Borough until November 29, 2021.

Based upon these uncontroverted facts, the Board **HEREBY FINDS** that, pursuant to its valid system-wide franchise, Petitioner has the legal authority to own, construct and operate a cable television system in the Borough. Additionally, the Board **HEREBY FINDS** that Petitioner is legally entitled to maintain its equipment in the Borough pursuant to the Joint Use Agreement with Verizon until October 13, 2023. With respect to Section 7 of the Joint Use Agreement, the Board **HEREBY FINDS** that the Borough provided the necessary consent based upon the language of the Borough's numerous municipal consent ordinances and the uncontroverted fact that the Borough was aware of Petitioner's presence on the poles for decades without objection.

The Board **HEREBY FINDS** that the Borough's restriction of Petitioner's access to maintain their equipment in the municipality is unlawful and negatively impacts service to Petitioner's cable subscribers.

Accordingly, the Board **HEREBY GRANTS** Petitioner's Motion in this matter and **HEREBY ORDERS** the following:

1. The Borough shall immediately allow Petitioner access to its plant in the Borough along the use of the existing utility structure(s) and access to place in, upon, along, across, above, over and under its highways, streets, alleys, sidewalks, public way and public places in the existing municipality poles, wires, cables, and fixtures necessary for the maintenance and operation in the Borough of a cable television system; The Borough shall also permit Petitioner to commence deployment of its FTTH cable system by over lashing fiber–optic cable to its existing HFC cable system within the Borough and to perform regular maintenance and service as needed to both its HFC and FTTH cable systems.

2. Based on the Board's grant of the Petitioner's motion to allow the company immediate access to its plant in the Borough, within 90 days of the effective date of the Order, Petitioner shall provide proof that the free services requested by the Borough have been provided. Petitioner shall specifically address the Borough's request for free cable television service to the following municipal service properties: the Hartley Dodge Memorial Building, the Museum of Early Trades & Crafts, the John Avenue, Loveland Street and Madison Plaza pump and lift stations. Upon completion, the Petitioner shall submit proof to the Office of Cable Television and Telecommunications indicating its compliance with this provision; and

3. The outstanding issue in this matter concerning the payment of money from Petitioner to the Borough regarding pole attachment fees will be transmitted to the Office of Administrative Law for any appropriate proceedings.

This Order shall be effective on July 6, 2023.

DATED: June 29, 2023

BOARD OF PUBLIC UTILITIES
BY:

JOSEPH L. FIORDALISO
PRESIDENT

MARY-ANNA HOLDEN
COMMISSIONER

DR. ZENON CHRISTODOULOU
COMMISSIONER

CHRISTINE GUHL-SADOVY
COMMISSIONER

MARIAN ABDOU
COMMISSIONER

ATTEST:

SHERRI 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 THE VERIFIED PETITION OF CSC TKR, LLC V. BOROUGH OF MADISON, NEW JERSEY

DOCKET NO. CC23030139

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