



Agenda Date: 2/14/24  
Agenda Item: 3A

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 1<sup>st</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

OFFICE OF CABLE TELEVISION  
AND TELECOMMUNICATIONS

IN THE MATTER OF THE APPLICATION OF )  
COMCAST OF NORTHWEST NEW JERSEY, LLC ) SYSTEM-WIDE CABLE TELEVISION  
FOR A SYSTEM-WIDE CABLE TELEVISION ) FRANCHISE  
FRANCHISE ) DOCKET NO. CE23120923

**Parties of Record:**

**Stan Barrett, Esq.**, Scarinci Hollenbeck, LLC on behalf of Comcast of Northwest New Jersey, LLC  
**Brian O. Lipman, Esq., Director**, New Jersey Division of Rate Counsel

BY THE BOARD:

On December 28, 2023, Comcast of Northwest New Jersey, LLC (“Comcast NW”, “Comcast” or “Petitioner”) filed an application with the New Jersey Board of Public Utilities (“Board”) for a system-wide cable television franchise to provide cable television service to the Borough of Bloomsbury (“Bloomsbury”)<sup>1</sup> and the Borough of Frenchtown (“Frenchtown”)<sup>2</sup> (collectively, “Boroughs”), pursuant to P.L. 2006, c. 83 (“System-wide Cable Television Franchise Act” or “Act”), which modified the existing State Cable Television Act (“CATV Act”), N.J.S.A. 48:5A-1 et seq., to allow for competitive system-wide franchises.

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<sup>1</sup> The Board previously approved a Cable Television Franchise for Service Electric Cable T.V. of Hunterdon, Inc. in the Borough of Bloomsbury, which was renewed and will remain in effect until May 5, 2032. See In re the Petition of Service Electric Cable T.V. of Hunterdon, Inc. for the Renewal of the Certificate of Approval for the Continued Construction, Operation and Maintenance of a Cable Television and Cable Communications System in the Borough of Bloomsbury, County of Hunterdon, State of New Jersey, BPU Docket No. CE17020165, Order dated May 31, 2017.

<sup>2</sup> The Board previously approved a Cable Television Franchise for Service Electric Cable T.V. of Hunterdon, Inc. in the Borough of Frenchtown, which was renewed and will remain in effect until October 28, 2024. See In re the Petition of Service Electric Cable T.V. of Hunterdon, Inc. for the Renewal of the Certificate of Approval for the Continued Construction, Operation and Maintenance of a Cable Television and Cable Communications System in the Borough of Frenchtown, County of Hunterdon, State of New Jersey, BPU Docket No. CE09050428, Order dated October 28, 2009.

## APPLICATION

On December 28, 2023, Comcast NW filed its application for a system-wide franchise with the Board, seeking approval to construct a cable television system to provide service to the Boroughs. Comcast NW is a wholly owned subsidiary of Comcast Cable Communications, LLC, which collectively holds franchises in 349 New Jersey municipalities through its various affiliates.

Copies of the application were provided to the New Jersey Division of Rate Counsel (“Rate Counsel”), as well as to the clerks of the Boroughs. Comcast NW filed an amendment to the application on January 5, 2024. Following its review of Comcast NW’s application, Board Staff (“Staff”) issued a request seeking additional follow-up information on January 26, 2024. On February 2, 2024, Comcast filed responses and filed an additional amendment to the application.

The application stated that the Comcast NW system-wide franchise will be an extension of Comcast NW’s incumbent cable television system which provides service to 22 municipalities located in Hunterdon, Morris, and Warren counties under traditional municipal consent-based franchises. Comcast NW will configure the system to be an extension of the existing network. Comcast NW will deploy equipment capable of 1.2 GHz, and the entire system will be two-way capable. Comcast has agreed to complete all proposed construction within the service areas of Bloomsbury and Frenchtown, as described in its application, within one (1) year of the effective date of the system-wide franchise.

As evidence that Comcast NW has authority from the Boroughs to utilize their respective public rights-of-way to allow for the construction or extension of the proposed cable television system, Comcast NW provided a copy of an ordinance adopted by Frenchtown granting Comcast NW right-of-way authority and the related use agreement executed by Frenchtown and Comcast NW. With respect to Bloomsbury, Comcast NW noted in its application that “Comcast has reached agreement with the Borough of Bloomsbury on the form and substance of a resolution granting right-of-way authority. Comcast anticipated receiving approval of the resolution from the Borough’s Governing Body at its next public meeting on January 23, 2024. Comcast indicated that it would provide the Office of Cable Television & Telecommunications (“OCTV&T”) with a duly executed copy of the resolution (and also the related use agreement) as soon as it is available, but no later than seven (7) days prior to the first public hearing required by N.J.A.C. 14:18-14.6.”

However, on February 2, 2024, in response to Staff’s request for additional information, Comcast NW amended its application and indicated that due to a last minute cancellation of the January 23, 2024 Bloomsbury Public Meeting, the resolution would not be heard until the next scheduled public meeting on February 27, 2024. Comcast indicated that it would provide a copy of the resolution to the Board “as soon as it is available”.

Comcast NW confirmed that it would abide by the provisions of N.J.S.A. 48:5A-28(h) through (n), as required by the System-wide Cable Television Franchise Act. Specifically, N.J.S.A. 48:5A-28 (h) through (n) imposes requirements on all cable television companies operating under a system-wide franchise and includes commitments as to: line extensions; public, educational and governmental (“PEG”) access channels; interconnection with other cable television companies; free cable and Internet service to public schools and municipal buildings; training and equipment for access users; PEG access return feeds; and compliance with customer protection regulations. N.J.S.A. 48:5A-28(h) requires a cable television system-wide franchise operator to meet or exceed the line extension policy (“LEP”) commitments of the cable television company operating under a municipal consent ordinance-based franchise at the time the franchise is granted, which

in this instance is Service Electric Cable TV of Hunterdon. Comcast NW is required to continue to provide, at a minimum, service to any residence or business along any public right-of-way in the Primary Service Area in each of the Boroughs at no cost beyond the installation rates contained in its schedule of prices, rates, terms and conditions filed with the Board as applicable. For any extension outside the Primary Service Area, Comcast shall provide service in accordance with the line extension policy attached to this order as Appendix "I", utilizing a homes per mile ("HPM") figure of 16 for Frenchtown and a HPM figure of 35 for Bloomsbury.

N.J.S.A. 48:5A-28(i) requires a cable television company operating under a system-wide franchise to provide two (2) PEG access channels upon request of a municipality. Comcast NW has agreed to provide two (2) PEG access channels for use by the Boroughs, which will be made available within a reasonable timeframe after Comcast begins offering cable television service within the Boroughs. Further, upon written request of any municipality, Comcast will provision the access channels in the same manner and quality as commercial channels, and will provide notice of the PEG channel designations as required by applicable statute and rules. Pursuant to this section, the Boroughs would be responsible for the management, operations and programming of the PEG access channels that are in its control. Pursuant to N.J.A.C. 14:18-15.4(b), either Comcast or the Boroughs may request assistance from the OCTV&T for resolution of any disputes regarding the terms and conditions of the provision of the access channels. N.J.S.A. 48:5A-28(i) also requires all cable television companies operating in a municipality to provide PEG access interconnection on reasonable terms and conditions with all other cable television companies.

N.J.S.A. 48:5A-28(j) and (k) require a cable television operator under a system-wide franchise to provide a single outlet of free basic cable television service and free Internet service, to any fire station, public school, police station, public library, or other building used for municipal purposes. Comcast NW has committed to install cable and Internet services to any qualified building within 90 days of written request by the Boroughs, free of charge, provided that the location is passed by active cable television plant. Pursuant to N.J.A.C. 14:18-15.5(b), either party may request assistance from the OCTV&T for resolution of any disputes regarding the provision of these services.

N.J.S.A. 48:5A-28(l) requires a cable television company operating under a system-wide franchise to provide equipment and training for PEG access users, without charge, on a schedule to be agreed upon between the municipality and the cable television company. Comcast NW has committed to provide use of video production equipment, without charge, for qualified access users to create access content, and provide training in accordance with a schedule agreed upon by the Boroughs and Comcast NW, but in a number not to exceed four times per year, in conformance with N.J.A.C. 14:18-15.6. Furthermore, pursuant to N.J.A.C. 14:18-15.6(d), either party may request assistance from the OCTV&T for resolution of any disputes regarding the provision of these services.

N.J.S.A. 48:5A-28(m) requires a cable television company operating under a system-wide franchise to provide a return line. Comcast NW has committed to provide a return line, upon written request, from any one location in the Boroughs to Comcast NW's cable television system for PEG access use, which, at a minimum, will provide the Boroughs with the ability to cablecast live or taped access programming in real time to Comcast NW customers. Furthermore, pursuant to N.J.A.C. 14:18-15.4(c), either party may request assistance from the OCTV&T for resolution of any disputes regarding the provision of these services.

N.J.S.A. 48:5A-28(n) requires Comcast to continue to "meet any consumer protection

requirements applicable, pursuant to board regulations, to cable television companies operating under certificates of approval.” Comcast has certified in its application that it will meet the requirements of this Section.

Comcast has also committed to maintaining, under its system-wide franchise, the same liability limits required under N.J.S.A. 48:5A-28 (f). Comcast will continue to maintain commercial general liability insurance coverage with respect to claims related to bodily injury, property damage or other claims arising out of Comcast's construction and operation of its cable television system in amounts that are at least: 1) \$150,000 for bodily injury or death to any one person, within the limit, however, of \$500,000 for bodily injury or death resulting from any one accident, 2) \$100,000 for property damage resulting from any one accident, and 3) \$50,000 for other commercial general liability claims.

The System-wide Cable Television Franchise Act requires cable television companies operating under a system-wide franchise to pay increased franchise fees from 2% of basic cable television service revenues to 3.5% of gross cable television service revenues, as well as an amount not to exceed 0.5% of gross revenues for a CATV Universal Access Fund. N.J.S.A. 48:5A-30.

Pursuant to N.J.A.C. 14:18-5.1, all cable television operating companies are required to maintain “in or within reasonable proximity of its service area, a local business office, the current location of which shall be furnished to the Office where applications for service, complaints, service inquiries, bill payments, and so forth will be received.” Comcast currently maintains local offices at 155 Port Murray Road, Port Murray, New Jersey, and any modification to the location of the office will be subject to the approval process specified at N.J.A.C. 14:18-5.1(c).

Finally, the requirements set forth in N.J.S.A. 48:5A-25.2(a) are not applicable to Comcast, as Comcast NW does not provide more than 40 percent of the local exchange telephone service market in the State.

## PUBLIC HEARINGS

Pursuant to N.J.S.A. 48:5A-16(f), two (2) public hearings were held in this matter on January 29, 2024. In accordance with N.J.S.A. 48:5A-18(a), notice of the public hearings was posted on the Board's website and in newspapers of general circulation throughout the State more than 10 days in advance of the hearings. The notice indicated that written comments could be filed until February 5, 2024, or five (5) days following the public hearings. At the hearings, the public was invited to provide oral and/or written comment on the application, and the hearings were transcribed by a court reporter, with the transcripts included in the record of this matter. At both hearings, Comcast NW discussed company highlights and the positive benefits the application will have for the Boroughs. Rate Counsel noted the importance of public comment and stated that it would provide written comments to the Board regarding the application and the issuance of the System-wide Cable Television Franchise.

On February 2, 2024, the attorney for Frenchtown filed with Comcast NW and the Board a statement that the municipality is in favor of the services being provided to Frenchtown as outlined in the application filed by Comcast NW.

On February 5, 2024, Rate Counsel filed a letter with the Board stating that it reviewed the application and supporting documentation and believes that Comcast has substantially met the provision of service requirements delineated under the State Cable Act and under the applicable section of the Board's regulations. Furthermore, Rate Counsel suggested that the issue of PEG

access training be clarified, the local office requirement be addressed, and the HPM of the LEP for Frenchtown be revised. On February 6, 2024, Comcast NW filed a letter in response to Rate Counsel's Comments, indicating that it had addressed Rate Counsel's concerns in its February 2, 2024 filing in response to Staff's queries, indicating that it will meet or exceed the statutory requirements for PEG access training and the local office, and revised the HPM for the LEP for Frenchtown. No other comments were made at either public hearing or were filed electronically thereafter.

## **DISCUSSION AND CONCLUSIONS**

In determining whether to issue Comcast NW a system-wide cable television franchise, the Board may only consider that which is allowed by the State Cable Act, which provides, at N.J.S.A. 48:5A-16(f), that "[i]n determining whether a system-wide cable television franchise should be issued, the board shall consider only the requirements of sections 17 and 28 of P.L. 1972, c.186 (C. 48:5A-17 and C. 48:5A-28)."

N.J.S.A. 48:5A-17 permits the Board to issue a system-wide cable television franchise following its review of the application, where it finds the applicant has complied or is ready, willing and able to comply with all applicable rules and regulations imposed or pursuant to State or federal law as preconditions for providing cable television service. N.J.S.A. 48:5A-28 sets forth the elements in the application for a system-wide cable television franchise and the required commitments of a system-wide cable television franchise applicant. The Board's review of the application ensures that Comcast NW's application satisfies the requirements set forth by the Legislature.

Rate Counsel's comments were in favor of the Board approving the application, with several suggestions which the applicant addressed, thereby assuring that Comcast NW is in compliance with N.J.S.A. 48:5A-17 and N.J.S.A. 48:5A-28.

Based upon these findings, the Board **HEREBY CONCLUDES** that, pursuant to the System-wide Cable Television Franchise Act and the Cable Television Act, Comcast NW has complied or is ready to comply with all applicable rules and regulations imposed by or pursuant to State and federal law as preconditions for engaging in the proposed cable television operations, that Comcast NW has sufficient financial and technical capacity, meets the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment, and is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, Comcast NW is **HEREBY ISSUED** this System-wide Cable Television Franchise, for a period of seven (7) years, as evidence of Comcast NW's authority to operate a cable television system within the jurisdiction set forth in its application, subject to the following conditions:

1. All of the commitments, statements and promises contained in the application for a System-wide Cable Television Franchise and any amendments thereto submitted in writing to the Board, except as modified herein, are hereby adopted and binding upon Comcast NW as terms and conditions of this System-wide Cable Television Franchise, and included as conditions as if fully set forth herein. The application and any other relevant writings submitted by Comcast NW shall be considered a part of this System-wide Cable Television Franchise and made part hereof by reference.
2. Comcast may convert and add existing municipal consent-based franchises and affected municipalities to its system-wide franchise authorization, pursuant to the requirements set

forth in N.J.S.A. 48:5A-25.1.

3. Comcast NW shall provide a copy of the resolution or related use agreement approved by the governing body of Bloomsbury to the Board no later than seven (7) days after it has been received. If Comcast NW has not received approval to use the Bloomsbury rights-of-way within 90 days of the effective date of the franchise, Comcast NW will provide notice to the Board and Rate Counsel and indicate how it will proceed with the proposed construction. If a right-of-way agreement is not reached upon the conclusion of the 90 days, Comcast NW may file an application with the Board pursuant to N.J.S.A. 48:5A-17(e).
4. The Petitioner shall be required to complete all proposed construction within the service area as described in its application within one (1) year of the effective date of the System-wide franchise. Upon completion, the Petitioner shall submit proof to the OCTVT indicating its compliance with this provision. The Petitioner shall provide the OCTV&T with construction status reports every 30 days beginning within 60 days of the effective date of this franchise. The reports shall include, but not be limited to: a) account of the total miles of plant projected, both aerial and underground; b) the total miles of plant yet to be built, both aerial and underground; c) the number, dates of submission, and a percentage of the total make-ready surveys submitted to the utilities; d) the number, dates received, and a percentage of the total make-ready (e.g. total miles released by utilities); e) licenses received; f) miles of fiber stranded; g) miles of cable stranded; h) miles of aerial plant constructed; i) miles of underground fiber constructed; j) miles of underground plant constructed; k) total plant constructed; and l) miles of activated plant.
5. Comcast NW shall comply with N.J.S.A. 48:5A-28(h), and shall provide service to all residents passed by cable television service in accordance with the LEP included in its application (Appendix "I"), with a HPM of no greater than 35. Where the existing cable television company maintains a policy whereby residents of a municipality shall be offered service without application of an LEP, the Petitioner shall provide service to all residents likewise. Where residents of a municipality are currently offered service by the existing cable television company in accordance with an LEP with an HPM of less than 30, the Petitioner shall be required to offer service in accordance with the attached LEP with an HPM at least as favorable as the existing cable television company. Additionally, the terms and conditions associated with the LEP shall meet or exceed those provided by the incumbent cable operator in each municipality, and limitations or restrictions imposed in the LEP beyond those that exist in the incumbent's LEP shall be null and void, and instead shall be modified to match those provided by the incumbent's LEP. In this application, the Bloomsbury HPM figure is 35 and the Frenchtown HPM figure is 16.
6. Under N.J.A.C. 14:18-5.1(a), Comcast shall maintain a local business office where applications for service, complaints, service inquiries, bill payments, and so forth will be received. Currently, Comcast NW maintains a local office at 155 Port Murray Road, Port Murray, New Jersey. Comcast NW shall maintain its local office in accordance with applicable law.
7. The designated complaint officer for all municipalities in Comcast NW's System-wide Cable Television Franchise is the OCTV&T. All complaints shall be received and processed in accordance with applicable rules.

8. Comcast NW shall pay a franchise fee to each municipality served in the amount of 3.5% of its gross revenues, as defined by N.J.S.A. 48:5A-3(x) and -30(d), paid by subscribers in the Boroughs.
9. Comcast NW shall pay to the State Treasurer, in accordance with its CATV Universal Access Fund now existing or as will exist in the future, an amount of up to 0.5% of its gross revenues, as defined by N.J.S.A. 48:5A-3(x) and 30(d), paid by subscribers in the Boroughs.
10. Comcast NW shall maintain an informational schedule of prices, rates, terms and conditions for unregulated service and promptly file any revisions thereto.
11. Upon written request of a municipality served by its System-wide Cable Television Franchise, Comcast NW shall provide or continue to provide and maintain a return line or other method of interconnection from any one location in the municipality, without charge, to a location of interconnection in its cable television system in order to allow live or taped cablecasting of PEG access programming by the municipality. The return line or interconnection shall be provided in accordance with N.J.A.C. 14:18-15.4
12. Upon written request of a municipality served by its System-wide Cable Television Franchise, Comcast NW shall provide and maintain up to two (2) PEG access channels. If a municipality requests more than two (2) PEG access channels, the municipality shall demonstrate the need for the additional PEG access channels in accordance with N.J.A.C. 14:18-15.4(a)(1). The municipality shall assume all responsibility for the management, operations and programming of the PEG access channels in accordance with N.J.A.C. 14:18-15.4(a)(4).
13. Pursuant to N.J.S.A. 48:5A-28(l), Comcast NW shall provide equipment and training for municipalities covered by the system-wide cable television franchise without charge, for use in the development of local programming content that can be shown on PEG access channels. Comcast NW shall provide training pursuant to a schedule agreed upon between the Boroughs and Comcast NW.
14. Upon written request of a municipality served by its System-wide Cable Television Franchise, Comcast NW shall install and maintain, without charge, one service outlet activated for basic cable television service and, as set forth in the application, Internet service, to each fire station, public school, police station, public library and any other such building used for municipal purposes, in accordance with N.J.S.A. 48:5A-28(j) and N.J.A.C. 14:18-15.5.
15. Pursuant to N.J.S.A. 48:5A-28(d) and N.J.A.C. 14:18-14.3, Comcast NW shall maintain sufficient bond for the faithful performance of all undertakings by the applicant as represented in the application; and shall have sufficient insurance including the Board, all municipalities served and the applicant as insureds, with respect to all liability for any death, personal injury, property damage or other liability arising out of the applicant's construction and operation of its cable television system.
16. Pursuant to N.J.S.A. 48:5A-28(n), Comcast NW shall comply with any applicable consumer protection requirements.

This System-wide Cable Television Franchise is subject to all applicable State and federal laws,

the rules and regulations of the OCTV&T, and any such lawful terms, conditions and limitations as currently exist or may hereafter be attached to the exercise of the privileges granted herein. Comcast NW shall adhere to the applicable operating standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. §76.1 et seq. including but not limited to, the technical standards 47 C.F.R. §76.601 through §76.630. Any modifications to the provisions thereof shall be incorporated into this System-wide Cable Television Franchise.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or the OCTV&T and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this System-wide Cable Television Franchise.

This System-wide Cable Television Franchise is issued on the representation that the statements contained in Comcast NW's application are true, and the undertakings therein contained shall be adhered to and be enforceable unless specific waiver is granted by the Board or the OCTV&T pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

Comcast NW's System-wide Cable Television Franchise shall expire on February 21, 2031.

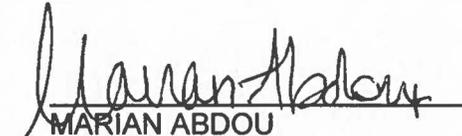
This Order shall be effective on February 21, 2024.

DATED: February 14, 2024

BOARD OF PUBLIC UTILITIES  
BY:

  
CHRISTINE GUHL-SADOVY  
PRESIDENT

  
DR. ZENON CHRISTODOULOU  
COMMISSIONER

  
MARIAN ABDOU  
COMMISSIONER

  
MICHAEL BANGE  
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.

## APPENDIX "I"

### Office of Cable Television and Telecommunications Line Extension Policy

Company: Comcast Northwest New Jersey, LLC

A cable operator is required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system.

Actual subscribers served by the extension are required to absorb the remainder of the cost.

If new subscribers are added to the extension, the cost is adjusted and those who previously paid receive an appropriate rebate.

1.  $\frac{\text{\# of homes in extension}}{\text{mileage of extension}} = \text{homes per mile ("HPM") of extension}$
2.  $\frac{\text{HPM of extension}}{\text{Minimum HPM that company actually constructs in the system*}} = \text{ratio of the density of the extension to the minimum density that the company constructs in the system ("A")}$
3.  $\text{Total cost of building the extension times "A"} = \text{company's share of extension cost}$
4.  $\text{Total cost of building extension less company's share of extension cost} = \text{total amount to be recovered from subscribers}$
5.  $\frac{\text{Total amount to be recovered from subs}}{\text{Total subscribers in extension}} = \text{each subscriber's share}$

In any case, the company shall extend its plant along public rights of way to:

1. All residences and businesses within 150 aerial feet of the operator's existing plant at no cost beyond the normal installation rate.
2. All residences and businesses within 100 underground feet of the operator's plant at no cost beyond the normal installation rate.

\* The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes that the company has historically constructed at its own cost. This is a function of the operator's breakeven point and its rate of return. Unbuilt systems will use the primary service area rather than construction.

The operator's installation policies shall apply to construction beyond the public right of way.

Detailed accounting or financial information to support the minimum HPM shall be supplied to the Office for its approval in such form as required. The minimum HPM shall be updated as appropriate.

When a request for service is received, and unless good cause is shown, cable companies shall:

1. Provide a written estimate within thirty (30) days of such a request.
2. Begin construction within sixty (60) days of receipt of any deposit monies from potential subscribers.
3. Complete construction within six (6) months of receipt of any deposit monies from potential subscribers.
4. Inform each home passed along the extension of the potential costs for subscribers.

Subscribers who pay for an extension shall be entitled to rebates in the following manner:

1. If the company acquires new subscribers subsequent to the initial calculation of step 5 above, the formula will be adjusted and those who have previously paid for the extension will be entitled to an appropriate rebate. In no event shall the amount of the rebate exceed the subscriber's contribution.
2. The company shall keep accurate records of the cost of the extension, the amounts paid by subscribers, and any appropriate adjustments.
3. The company shall notify subscribers in the extension of their rights and responsibilities concerning the extension.
4. Once an individual dwelling has paid its share of the extension cost, future reconnections or installations shall be made at the company's standard rates.
5. After a period of five (5) years from the installation of the first dwelling unit in the extension, no further adjustments shall be made. Installations after five (5) years shall be at the company's standard rate.
6. Once a subscriber is installed, that person shall not normally be entitled to a refund of any monies paid for the installations, except in accordance with the rebate procedure outlined in this policy.

## **Definitions**

### Primary Service Area

The Primary Service Area (“PSA”) can be an entire municipality, but in many instances the PSA is a limited area within a community outside of which a line extension policy may apply. The PSA is depicted by a franchise map and narrative, presented and recorded during the franchise proceedings. It normally remains a fixed geographic area throughout the life of the franchise.

### Line Extension Survey

Potential subscribers residing outside the PSA who request service are entitled to an estimate of their share of the cost to secure service. When conducting a survey and estimating costs, a cable company should factor in all potential subscribers who could practicably be included in the extension and give consideration to apparent residential construction in areas contiguous to the proposed extension.

IN THE MATTER THE APPLICATION OF COMCAST OF NORTHWEST NEW JERSEY, LLC FOR A SYSTEM-  
WIDE CABLE TELEVISION FRANCHISE

DOCKET NO. CE23120923

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