

ATTACHMENT D

**DOCUMENTS SUBMITTED BY VERIZON AS PART OF,
OR IN SUPPORT OF, ITS APPLICATION**

1. 10/30/13 Correspondence from Verizon's Assistant General Counsel, Pamela Goldstein, to City Clerk, Tina Pemberton, enclosing Verizon's application for a cable television franchise and proposed franchise agreement
2. 10/30/13 Correspondence from Verizon's Assistant General Counsel, Pamela Goldstein, to Cablevision's Executive VP & General Counsel, David Ellen, enclosing a copy of Verizon's application and the City's notice of public hearing
3. 11/25/13 Correspondence from Verizon's Assistant General Counsel, Pamela Goldstein, to City Attorney, Vincent Taranto, enclosing revised franchise agreement
4. 3/10/14 Correspondence from Verizon's Assistant General Counsel, Pamela Goldstein, to City Clerk, Tina Pemberton, and City Attorney, Charles McQuair, enclosing revised franchise agreement
5. 3/11/14 Revised franchise agreement submitted at public hearing

Tab 1

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4th Floor
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Tel (914) 801-9770
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Pamela N. Goldstein
Assistant General Counsel



October 30, 2013

BY FEDERAL EXPRESS

Tina Pemberton
City Clerk
Glen Cove City Hall
9 Glen Street, 3rd Floor
Glen Cove, NY 11542

Re: Application of Verizon New York Inc. for a Cable Television Franchise

Dear Ms. Pemberton:

Pursuant to the requirements of 16 N.Y.C.R.R. Section 894.5, please find enclosed the application of Verizon New York Inc. to the City of Glen Cove for a cable television franchise.

Also enclosed is the proposed Cable Franchise Agreement by and between the City of Glen Cove and Verizon New York Inc.

Please contact me at (914) 801-9770 should you have any questions.

Sincerely,


Pamela N. Goldstein

Enclosures

cc: Vincent Taranto, Esq., City Attorney

APPLICATION FOR A CABLE TELEVISION FRANCHISE
BY VERIZON NEW YORK INC.

Verizon New York Inc. ("Verizon NY") respectfully submits this application form ("Application") and requests the award of a cable television franchise from the City of Glen Cove ("Municipality"). In this application, Verizon NY answers the questions set forth in Title 16, Chapter VIII, Part 894, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended.

- (1) A description of the cable television system proposed to be constructed including information regarding (a) channel capacity, including both the total capability of the proposed system and the number of channels to be energized immediately; (b) television and radio broadcast signals which Verizon NY intends to carry on its system initially; (c) the extent and type of any origination cable casting to be undertaken, and the facilities, equipment and staff to be employed therein; and (d) the system layout or design, including where applicable: (i) location of antennae and headends; (ii) plans for a two-way capability including a proposed schedule indication when two-way capability will become available from particular points; (iii) location or origination points and origination facilities; (iv) extent and type of automated services to be provided; and (v) number of channels to be utilized for access cablecasting and the facilities, equipment, staff and other support to be available to access users including access utilization or production costs.

In response to the information requested in subsections 1(a) and (d)(i-ii), please see attached Exhibit 1, "Proposed Service Overview, Product Offers and Architecture." In response to question 1(b), please see the sample channel line up set forth in Exhibit 2, "Sample Verizon FiOS TV Channel Lineup."

In response to the information requested in subsection 1(c) and 1(d)(iii), Verizon launched origination cablecasting in at least some downstate municipalities in 2009.

In response to the information sought in subsection 1(d)(v), upon request of the Municipality, Verizon NY intends to provide capacity on its basic service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel.

- (2) The terms and conditions under which service is to be provided to educational and governmental entities.

Verizon NY will provide channel capacity to educational and governmental entities under terms and conditions consistent with applicable law, and as may be required by the Municipality.

- (3) The terms concerning rates and construction schedules.

Verizon NY's current cable television service rates and available packages are attached as Exhibit 3.

Verizon NY's FTTP Network currently passes 100% of the current households in the Franchise Area of the Municipality. A full discussion of the construction and central office conversion requirements to bring FTTP and cable television service to the Franchise Area in the Municipality is contained in Exhibit 1.

On June 15, 2005, the New York Public Service Commission ("NY PSC") "declared that Verizon NY's FTTP upgrade is authorized under its existing state telephone rights because the upgrade furthers the deployment of telecommunications and broadband services, and is consistent with state and federal law and in the public interest." The NY PSC determined that, unlike a company seeking to build an unfranchised cable television system, Verizon NY already had the necessary authority to use the rights-of-way to provide telecommunications service over its existing network. See Declaratory Ruling on Verizon Communication, Inc.'s Built-Out of its Fiber to the Premises Network, NY Public Service Commission, Case 05-M-0520/05-M-0247, June 15, 2005 at 4.

- (4) An indication of whether Verizon NY will provide service on the same terms and conditions as contained in the existing franchise in effect.

Verizon NY will provide service on terms and conditions consistent with the needs and interests of the Municipality and the level playing field requirement set forth in Title 16, Chapter VIII, Part 895, Section 895.3, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, in that the Verizon NY proposed franchise agreement is comparable in its totality with the incumbent cable television provider's agreement. Verizon NY is applying for a cable television franchise in the Municipality in order to provide the residents of the Municipality with competitive choice.

As more fully described in Exhibit 1, Verizon NY constructed its FTTP network pursuant to its authority as a common carrier under Title II of the Communications Act of 1934, as amended, and Section 27 of the New York Transportation Corporations Law. For this reason and others, certain terms and conditions may differ between the incumbent cable provider's franchise and Verizon NY's franchise.

- (5) A statement of Verizon NY's experience in the cable television field including, if applicable, the names and professional experience of the persons or organizations who will be responsible for the construction, installation and operation of the proposed system.

Verizon NY and its predecessor entities have provided telecommunications services in the State of New York for over one hundred years. Consequently, Verizon NY has extensive experience and expertise in the telecommunications field.

Verizon NY began providing cable service to New York State residents in 2006 and currently provides cable service to residents of 183 municipalities in the New York City, Albany, Syracuse and Buffalo regions. Verizon NY also provides cable television service in its Connecticut service area pursuant to a *Certificate of Video Franchise Authority* granted by the Connecticut Department of Public Utility Control (“DPUC”) on June 14, 2010.

Furthermore, other subsidiaries of Verizon Communications Inc. provide cable service in California, Delaware, Florida, Maryland, Massachusetts, New Jersey, Pennsylvania, Texas, Rhode Island, and Virginia.

- (6) A statement indicating whether Verizon NY or any of its principals owns or operates any other cable television system, directly or indirectly, and a statement indicating the name of any such operations and the name and address of the chief executive officer of the franchising authority in which such system or station is located.

To the extent it may be considered an other cable television system, Verizon NY provides cable television service in its Connecticut service area pursuant to a *Certificate of Video Franchise Authority* granted by the Connecticut Department of Public Utility Control (“DPUC”) on June 14, 2010. Public Utilities Regulatory Authority (PURA), which replaced DPUC, is located at Ten Franklin Square, New Britain, Connecticut 06051. Arthur House is PURA Chairman.

- (7) A documented plan for financing the proposed system, which plan shall indicate specifically every significant anticipated source of capital and any and all limitations or conditions with respect to the availability of the indicated sources of capital.

Given the unique nature of the cable television franchise that Verizon NY requests to be awarded by the Municipality, capital requirements are anticipated to be minimal. However, Verizon NY intends to satisfy any remaining capital requirements for the proposed system through a variety of internally and externally generated funds. Verizon NY is a financially stable company that has provided telecommunications services in New York State for more than a century. Its parent company, Verizon Communications Inc., is a Fortune 20 company, a Dow 30 Industrials company, which generated 2012 revenues in excess of \$115 billion. A copy of Verizon Communications Inc.’s 2012 Annual Report to Shareholders is available online at:

http://www22.verizon.com/investor/app_resources/interactiveannual/2012/downloads/12_vz_ar.pdf

- (8) A statement indicating whether Verizon NY or any of its officers, directors and persons having a legal or equitable interest in 10% or more of the voting stock: (a) has ever been convicted of a crime involving moral turpitude (including criminal fraud) or is presently under indictment charging such a crime; (b) has ever been held liable by any court of

competent jurisdiction in any civil action based on fraud, deceit or misrepresentation; or (c) has ever been punished or censured in any jurisdiction for any violation or attempted violation of any law, rule or order relating to cable television operations.

Verizon NY has no knowledge of any such finding of guilt toward Verizon NY, any person controlling Verizon NY, or any officer, director or major stockholder of Verizon NY.

PROPOSED SERVICE OVERVIEW, PRODUCT OFFERS AND ARCHITECTURE

- Service Overview
 - Product Offer
 - Service Delivery/Connection Method
- FTTP System Architecture
 - End-to-End Architecture
 - Wide Area Transport

Service Overview

The FTTP Network will enable provision of a feature rich and fully competitive cable television offering. The major components of the cable television services which Verizon will offer to consumers will include:

- Basic tier, including local and Public, Educational and Government (PEG) channels as requested by and as negotiated with the community
- Expanded Service tiers
- Premium channel tiers
- Pay Per View (PPV)
- HDTV channels
- Digital music channels
- Digital Video Recorder (DVR)
- Interactive programming guide (IPG)
- Inside coax cable wire installation

Product Offers

For residential customers, Verizon will initially offer Broadcast Television, High Definition TV (HDTV), Digital Video Recorders (DVR), Interactive Programming Guide (IPG) and Pay Per View (PPV) Movies and Events. The Broadcast Television offering will consist of both a Basic Service tier and an Expanded Service tier. The Basic Service tier will include local, public and educational/government (PEG) channels and select cable channels. The Expanded Service tier will include all channels carried on the Basic Service tier as well as additional cable channels, premium cable channels, Spanish language channels, international channels, digital music channels, an interactive program guide (IPG), HDTV programming (for subscribers with an HD STB) and PPV programming. Customers will be charged a monthly recurring fee for each set

top box (STB) based upon model. The customer will be offered the option to upgrade STBs to include support for HDTV, or a combined HD DVR STB for additional monthly fees.

In addition to organizing and informing the customer of the programming line-up, the system is designed from its outset to be an active two-way system for subscriber interaction, if any, required for the selection or use of cable service. The IPG will support on-screen program control, parental controls, timers, search, and ordering of PPV services. Pay Per View allows subscribers to pay for and watch prescheduled programming events on an on-demand basis. PPV movies or events will be selected from the IPG. Authorization for billing will occur at the time of purchase. Events begin at pre-scheduled intervals (i.e., programming is not immediately available). Customers will purchase PPV either as discrete events or in pre-defined packages.

Service Delivery/Connection Method

Connection Method

At initial deployment, an installation and maintenance (I&M) technician will connect the Optical Network Terminal (ONT) to a central point of demarcation where a cable television I&M technician will make final connections to provide the cable television service. After the installation of the ONT, a cable television field technician will test the existing in-home coaxial cable to determine if it is technically acceptable and will connect the service. If no coaxial cable exists or the coaxial cable is unacceptable, the technician will install wiring to the first cable outlet, and will install new coaxial wiring to other locations identified by the customer **at** the customer's request and expense. The customer may choose to self-install such wiring, or to obtain inside wiring installation service from a third party or Verizon.

Connection Method – Set Top Box

The technician will have a set top box that will need to be installed near the TV. The technician will connect a coaxial cable from the wall outlet to the set top and another coaxial cable from the set top box to the TV. The technician will also connect the customer's VCR and/or DVD device and check for proper operation. A fee may be charged for non-standard installations involving multiple components such as surround sound systems or other electronic equipment. This process will be followed for any boxes installed.

When a set top box is installed the technician will call the service center at which point certain services previously ordered by the customer will be activated. A remote command will be issued to the set top box in real time to turn the purchased service(s) on.

Connection Method: PPV

The set top box provides access to the service. Customers will use their remote control to purchase the programming they desire. Purchases will appear on the monthly bill.

Equipment Changes and Re-Configurations

When a customer changes the in-home configuration (e.g., moving a set top box from one TV to another), the customer will be able to accomplish this change without reconfiguring the set top box.

Technical Information

FTTP System Architecture

End-to-End Architecture

Figure 1 shows the architecture topology for supporting service across multiple market areas. A brief summary of the end-to-end architecture follows. Subsequent sections provide more information on each major component within the planned Verizon FTTP overlay architecture.

Figure 2 shows full build and overlay architecture. The fiber is deployed from a Central Office location within a wire center area.

Figure 1-High Level End to End Architecture

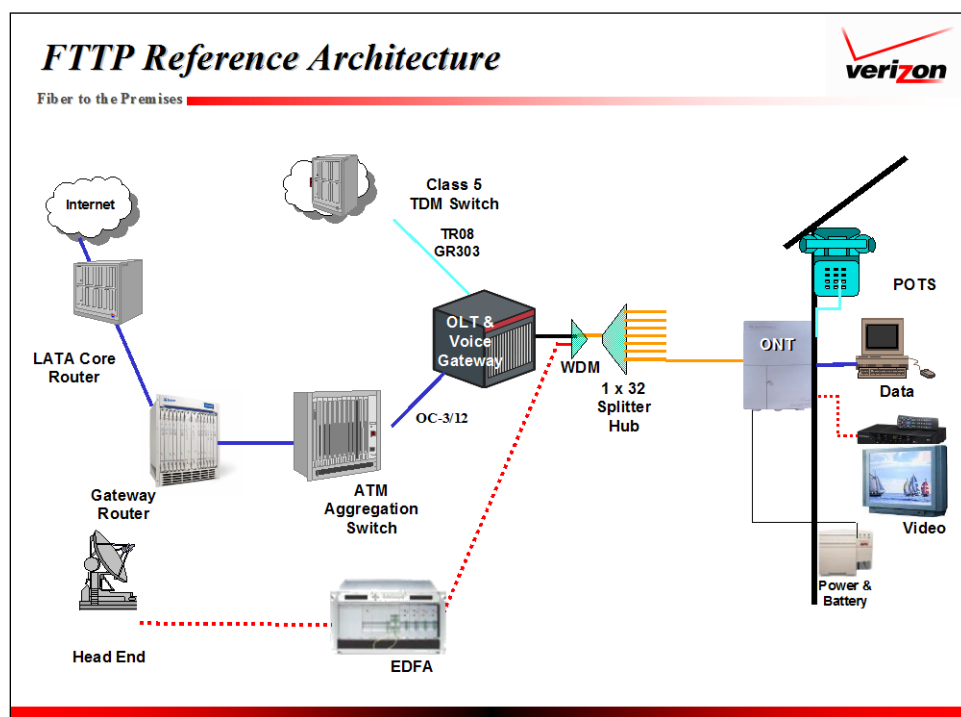
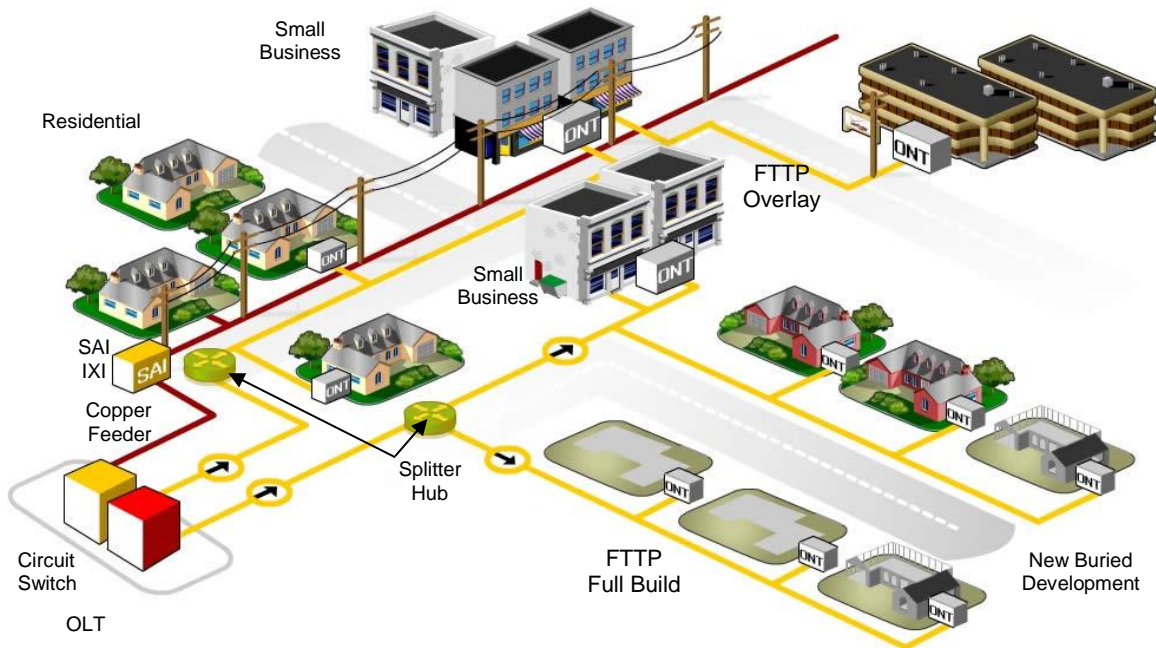


Figure 2-FTTP Full Build and Overlay Architectures



At the national or regional level, a “super” headend (SHE) shall serve as the single point of national content aggregation (see Figure 1). All content shall be encoded into MPEG2 streams and transported over nationwide SONET and/or ROADM services. In each market where Verizon seeks to offer service, the broadcast cable television traffic is off loaded from the long haul network and terminated at a Video Hub Office (VHO). Network redundancy and route diversity shall extend from the SHE to the VHO.

The VHO serves as the metro or local point of aggregation. It is here that off-air and public, education, and government (PEG) channels (where appropriate) are combined with the broadcast cable television coming from the SHE. Interactive Program Guides (IPG) shall be controlled from this site, also. The service that exits the VHO shall look like the final product viewed by the end user subscriber.

Cable television traffic is converted to optical signals at the VHO and transported over Verizon’s metro area, inter-office facilities (IOF) to Video Serving Offices (VSOs). Voice and high-speed data signals are combined with the cable television at this location for final transport to the subscriber premises over Verizon’s FTTP Passive Optical Network (PON).

At the premise, the optical cable television signal is de-multiplexed and converted to an electrical signal, which meets cable television industry standards for cable services. Standard home wiring practices, using coaxial cables, as well as alternative media, shall distribute the signal to cable ready TVs and standard set top boxes (STB).

There will be 24x7 control and surveillance of the cable television platform from a remote location. This Network Operations Center (NOC) will be centrally located and shall be responsible for the operation and maintenance of the Conditional Access System (CAS), which directs the encryption functions performed back at the VHO.

Super Headend (SHE)

A “super” headend (SHE) shall serve as the single point of national content aggregation. At general service availability, Verizon shall deploy a primary SHE and an additional SHE for redundancy.

Both the primary and redundant SHEs will be strategically located to ensure technical and environmental requirements are met.

The key functions of the SHE include:

Content Reception

Signal Processing

Encoding

Network Interface

The majority of cable television sources shall be individual content provider programming. A mix of standard and high definition formats shall be supported. All content shall be encoded into MPEG2 streams, formatted for SONET and/or ROADM, and transported via a SONET and/or ROADM transport facilities to a local point-of-presence (POP) for wide area (national) transport.

Wide Area Transport

In support of the cable television service, Verizon will use SONET and/or ROADM network facilities in the POPs serving target cable markets. Where multiple POPs exist within a market, redundancy options shall dictate if a single or multiple POPs shall be designated for supporting the cable television traffic.

In most cases, it is expected that the cable television traffic shall traverse multiple interconnected rings between the SHE and the destination market. Once the cable traffic reaches a POP located in a target market, it will be forwarded to a SONET and/or ROADM interface connected to metro/local SONET and/or ROADM facilities. These facilities shall connect the POP to a Video Hub Office (VHO). VHOs are capable of serving multiple communities within a target market. If more than one VHO is required, the metro SONET and/or ROADM ring(s) would be deployed to cover multiple sites.

Video Hub Office (VHO)

The VHO serves as the metro or local point of aggregation. The VHO location is based on a combination of technical factors, metro fiber/IOF availability, local channel reception characteristics, and municipal regulations (e.g., zoning ordinances).

Under current network design plans, the anticipated functions of the VHO include:

WAN Interface for Cable television Transport

Ad Insertion

PEG Content

Signal Grooming and Multiplexing

Emergency Alert Service

Interactive Program Guide

Conditional Access

Local Content

The VHO shall aggregate three basic sources of content: national broadcast channels; local broadcast channels; and public, education, & government (PEG) channels. The national content is the traffic sent from the SHE and is delivered via a SONET interface from the SONET POP. The local broadcast channels shall be received off-air via antennas or terrestrial fiber transport located at the VHO site. The PEG channels shall be collected via terrestrial connections from each local franchising area (LFA) served by the VHO. Finally, based on Verizon service tiering requirements to support an analog tier, a certain subset of channels shall be converted from digital to analog signals at the VHO (or kept in analog format if local or PEG).

The final collection of content is placed into the RF spectrum between 50 – 870 MHz as either an analog AM-VSB signal or, as part of a digital multiplex, into a 256-QAM modulated carrier. Digital content requiring encryption by the CAS shall also be multiplexed into QAM modulators and combined with other analog and digital carriers. In addition, an out-of-band downstream channel is generated which carries the Interactive Program Guide (IPG), provisioning, and management messages to STBs. The combined RF signal is converted to optics and fed into EDFAs at egress from the VHO. These optical cable television signals are transported on the 1550 nm wavelength of the G.983-specified Enhancement band to Verizon Video Serving Offices (VSOs).

As noted previously, it is intended that the broadcast cable television traffic/service that exits the VHO shall look like the final product viewed by the end user subscriber.

Metro Area Transport

The optical cable television signals coming from the VHO are transported on the 1550 nm wavelength over fiber available within Verizon's inter-office facilities (IOF).

Video Serving Office (VSO) & Passive Optical Network (PON)

The Video Serving Office (VSO) is a location within the central office containing FTTP equipment. If technically feasible or otherwise appropriate, PEG insertion may occur at this location in the network.

The key function of the VSO is to combine Broadcast Cable television into the Voice and High Speed Data FTTP Network

Once in the VSO, the optical cable television signal is sent through an EDFA and then to a Wave Division Multiplexer (WDM) combiner and splitter, which is used to add the cable signal to the voice and high-speed data signals' wavelength (1490nm) – coming from the Optical Line Terminal (OLT) – together with the cable wavelength onto a single optical source. This optical signal is then sent towards the subscriber premises via a PON. The VSO will also play a role in supporting upstream signals from the customer premises for pay-per-view services. Pay-per-view usage data uses the data service's 1310nm upstream wavelength. The upstream data communications shall be sent back to a subscriber database located in the Operations Center located in the VHO.

Customer Premises

At the premise, an Optical Network Terminal (ONT) de-multiplexes the 1550nm optical signal and simply converts it to a voice, data and cable television electrical signal, which meets cable television industry standards for cable services.

It is expected that, in many cases, standard home wiring practices, using coaxial cables, will distribute the signal to cable ready televisions and to STBs for digital subscribers.

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LEGAL AUTHORITY TO CONSTRUCT FIBER TO THE PREMISES

Verizon New York Inc. (“Verizon”), as a common carrier under Title II of the Communications Act of 1934 (the “Act”), constructed its *Fiber To The Premises* (FTTP) network as an upgrade to its existing telecommunications network. Verizon has the requisite authority to upgrade its network for enhanced voice and broadband services for the reasons discussed, in part, below.

Verizon has the necessary Federal, state and local authorizations to upgrade its Title II telecommunications network, subject to customary time, place and manner permitting requirements. Specifically, Section 27 of the New York Transportation Corporations Law (“New York Telecom Law”) grants Verizon the right to place its facilities upon, over or under any public streets within the State of New York. See New York Tel. Co. v. Town of North Hempstead, 41 N.Y.2d 691, 363 N.E.2d 694 (1977); New York Tel. Co. v. Village of Amsterdam, 613 N.Y.S.2d 993, 994 (App. Div. 1994) (stating that Section 27 grants “an unconditional privilege to install, maintain and repair” telephone facilities in public streets).

The Title II services to be provided over Verizon’s FTTP network are not subject to Title VI of the Act or Article 11 of the New York State Public Service Law (“New York Cable Law”), which regulate cable television service. Verizon plans to utilize FTTP to offer its customers enhanced voice and broadband data services. While FTTP may give Verizon the future capability of providing video service, the network is not subject to Title VI of the Act or the New York Cable Law (including any construction requirements that may be set forth therein) unless and until the network constitutes a “cable system” as defined in Section 602(7) of the Act or a “cable television system” as defined in Section 212(2) of the New York Cable Law. This is triggered only when cable services, such as video programming, are provided to multiple subscribers within a community. As stated in Section 602(7) the Act, “the term ‘cable system’ ... does not include ... (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of this Act, except ... to the extent that such facility is used in the transmission of video programming directly to subscribers...” (emphasis added) 47 U.S.C. § 522(7)(C). See Nat’l Cable Television Ass’n v. FCC, 33 F.3d 66 (D.C. Cir. 1994) (concluding that the FCC “reasonably interpreted the Act to require that an entity obtain a cable franchise only when that entity selects or provides the video programming to be offered.”) Moreover, Section 621(b)(3) of the Act (47 U.S.C. § 541(b)(3)) further specifically prohibits franchising authorities from requiring cable franchises for the provision of telecommunications service or in any way restricting or impeding the provision of such service.

Verizon had the requisite authority as a common carrier under Title II of the Act and Section 27 of the NY Telecom Law to construct its FTTP network and did not require supplemental authority to construct the network. However, as provided in Title VI of the Act and the New York Cable Law, a cable franchise would be required prior to Verizon using the FTTP network to provide video programming to multiple subscribers in a local franchise area.

Furthermore, on June 15, 2005, the New York Public Service Commission ruled that Verizon did not need to obtain a cable franchise before constructing its FTTP network. The Commission found that unlike cable companies, Verizon already has the necessary authority under state law to use the public rights-of-way. Thus, the Commission concluded that Verizon has the right to upgrade its telecommunications network to make it capable of providing cable service. See Declaratory Ruling on Verizon Communication, Inc.’s Built-Out of its Fiber to the Premises Network, NY Public Service Commission, Case 05-M-0520/05-M-0247, June 15, 2005

EXHIBIT 2
APPLICATION FOR A CABLE TELEVISION FRANCHISE
CITY OF GLEN COVE/VERIZON NEW YORK INC.

VERIZON NEW YORK INC.

SAMPLE VERIZON FiOS TV CHANNEL LINEUP

NOTE: ALL INFORMATION PROVIDED
IS SUBJECT TO CHANGE FOR THE MUNICIPALITY

Downstate NY FiOS TV Regional Channel Lineup

Effective June 2013

Select HD/Prime HD/Extreme HD/Ultimate HD/La Conexión

FiOS TV Local package included with all five packages. Additional subscriptions may be added.¹

Channel Package Key: S = Select HD P = Prime HD E = Extreme HD U = Ultimate HD L = La Conexión

A&E	181/681 HD/1541	SPEUL	ciao	186	EU
ABC Family	199/699 HD/1700	SPEUL	CMT	221/721 HD/1665	PEUL
ABC News Now	108	U	CMT Pure Country	222	EU
Action Max	424/924 HD	U	CNBC*	102/602 HD/1544	PEUL
Action Max West	425	U	CNBC World	106	EU
AMC	231/731 HD	SPEU	CNN	100/600 HD/1541	SPEUL
Animal Planet	130/630 HD/1565	PEUL	CNN en Español	1540	L
AXS tv	569	EU	CNN International	105	EU
AyM Sports	1535	L	Comedy Central	190/690 HD/1644	PEUL
Bandamax Estados Unidos	1663	L	Comedy TV HD	695	U
BBC America	189	SEU	Cooking Channel	166	EU
BBC CBeebies	1727	L	Crime & Investigation Network	182	EU
BBC World News	107	SEU	C-SPAN	109/1546	PEUL
beIN Sport	598	U	C-SPAN 2	110	PEU
BET	270/770 HD	SPEU	C-SPAN 3	111	PEU
BET Gospel	225	EU	Current TV	192	EU
Big Ten 1	330	PEU	Daystar	293	SPEU
Big Ten 2	331	PEU	De Pelicula	1680	L
Big Ten Network	85/585 HD	PEU	De Pelicula Clásico	1681	L
bio: The Biography Channel	129/629 HD	EU	Destination America	168/668 HD	EU
Bloomberg TV	104	SPEU	Discovery Channel	120/620 HD/1562	SPEUL
Boomerang	258/1725	SEUL	Discovery En Español	1563	L
Boomerang [SAP]	1724	L	Discovery Familia	1702	L
Bravo	185/685 HD	SPEU	Discovery Fit & Health	163	EU
BYU Television	290	SEU	Disney Channel	250/780 HD/1729	SPEUL
Canal 22	1646	L	Disney Junior	260	PEU
Canal SUR	1549	L	Disney XD	251/781 HD/1722	PEUL
Cars TV HD	599	U	DIY [Do it Yourself]	167	EU
Cartoon Network	257/757 HD/1726	SPEUL	Dominican View	1548	L
CBS Sports Network	94	U	E! Entertainment Television	196/696 HD/1640	PEUL
CCTV News	277	SEU	Ecuavisa Internacional	1512	L
Centric	220	SPEU	EPiX	395/895 HD	U
Centroamérica TV	1703	L	EPiX 2 HD	896	U
Chiller	193	EU	ES.TV HD	558	U
Church Channel	288	SPEU	ESPN	70/570 HD	PEU
Cine Estelar	1688	L	ESPN 3D	1002	U
Cine Latino	1685	L	ESPN Deportes	1520	EU
Cine Mexicano	1686	L	ESPN U	73/573 HD	PEU
Cine Nostalgia	1687	L	ESPN2	74/574 HD	PEU
Cine Sony Television	1689	L	ESPNNews	72/572 HD	EU
Cinemax	420/920 HD	U	Esquire Network	191	EU
Cinemax West	421/921 HD	U	EWTV	285	SPEU

EWTV Español	1741	L	Milenio Television	1550	L
Family Net	242	SEU	Military Channel	125	PEU
FEARnet	197	EU	Military History Channel	126	EU
FIOS TV Information	131	PEUL	MLB Network	86/586 HD/1530	EU L
Five Star Max	430/930 HD	U	Mnet	229	SPEU
Flix	390	U	More Max	422/922 HD	U
Flix West	391	U	More Max West	423/923 HD	U
Food Network	164/664 HD/1621	SPEUL	MovieMAX	426/926 HD	U
Fox Business Network	117/617 HD/1547	EU	MSNBC	102/602 HD/1545	SPEUL
Fox College Sports Atlantic	300	EU	MTV	210/710 HD	PEUL
Fox College Sports Central	301	EU	MTV Hits	214	EU
Fox College Sports Pacific	302	EU	MTV Jams	213	EU
Fox Deportes	311/1521	EU	MTV2	211/1661	PEUL
Fox Movie Channel	232	EU	mtvU	212	EU
Fox News	118/618 HD/1543	PEUL	Multimedias HD	1516	L
Fox Soccer	84/584 HD/1522	EU	Multimedias TV	1511	L
FUEL TV	198	EU	Mun2	275/1643	EU L
fuse	216/716 HD	PEU	MyDestination TV HD	674	U
FX	53/553 HD/1504	SPEUL	Nat Geo Mundo	1564	EU
Galavisión	274/1503	EU	National Geographic Channel	121/621 HD	SPEU
gmc	224	EU	National Geographic Wild	132/632 HD	EU
Golf Channel	304/593 HD	EU	NBA TV	89/589 HD	EU
Gran Cine	1683	L	NBC Sports Network	90/590 HD	PEU
Great American Country	223	EU	NESN National	97	U
GSN	184	SEU	NFL Network	88/588 HD	EU
H2	127	PEU	NFL Red Zone [seasonal programming]	335/835 HD	U
Hallmark Channel	240	SPEU	NHL Network	87/587 HD	EU
Hallmark Movie Channel	239/739 HD	SPEU	Nick 2	253	EU
Halogen TV	287	PU	Nick Jr.	256	SPEUL
HD Net Movies	748	EU	Nick Jr.	254	SPEU
HGTV	165/665 HD/1622	SPEUL	Nick Toons	252/752 HD/1728	SPEUL
History Channel	128/628 HD	SPEU	Nickelodeon	276/1642	EU
History Channel en Español	1561	L	Orca TV México	1567	L
HiTN	279/1648	EU	Outer Max	431/931 HD	U
HLN Headline News Network	101/1542	SPEUL	Ovation	188	EU
HSN	151/651 HD/1601	SPEUL	OWN Oprah Winfrey Network	161/1625	EU
IFC	234/734 HD	EU	Oxygen	144	PEU
Infinito	1620	L	Palladia HD	711	EU
INSP	286	SPEU	Pasiones	1583	L
Investigation Discovery	123/623 HD	SPEU	PBS Kids Sprout	263	PEU
JCTV	289	PEU	Pentagon Channel	124	SEU
Jewelry Television	155/1602	PEUL	Pets.TV HD	698	U
La Familia	1701	L	QVC	150/850 HD/1600	SPEUL
Las Vegas Nevada Network	1590	L	Recipe TV HD	676	U
Lifetime	140/640 HD/1580	SPEUL	RealChannel	223	SPEU
Lifetime Real Women	142	EU	RFD TV	247	PU
Liquidation Channel	152	SPEUL	RLTV	245	PU
LMN	141/641 HD/1581	PEUL	Ritmoson Latino EUA	1664	L
Logo	187	PEU	Science	122/622 HD	PEU
MAX Latino	429/929 HD	U	Semillitas	1723	L
MGM HD	744	U	ShopNBC	157/1603	SPEUL
			Showtime	365/865 HD	U

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Showtime 2	369/869 HD	U
Showtime 2 West	370/870 HD	U
Showtime Beyond	371	U
Showtime Beyond West	372	U
Showtime Extreme	373/873 HD	U
Showtime Extreme West	374/874 HD	U
Showtime Family Zone	379	U
Showtime Family Zone West	380	U
Showtime Next	377	U
Showtime Next West	378	U
Showtime Showcase	367/867 HD	U
Showtime Showcase West	368/868 HD	U
Showtime West	366/866 HD	U
Showtime Women	375	U
Showtime Women West	376	U
Sino TV Network	281	PEU
Smile of a Child	294	SEU
Smithsonian Channel HD	625	EU
Soapnet	143	PEU
Sorpresal	1720	L
Speed	63/883 HD	PEU
Spike TV	54/554 HD/1505	PEU
Sportsman Channel	308	U
SportsNet New York**	96	U
Style	160	EU
Sundance Channel	392	U
Supercanal	1507	L
SWRV (Music Choice)	1799	EU
Syfy	180/880 HD/1645	PEU
TBN - TRINITY	295	SPEU
TBN Enlace USA	1740	L
TBS	52/552 HD/1502	SPEU
TeenNick	255	SPEU
Tele El Salvador	1509	L
Telemazonas	1706	L
Teletit	1662	L
Telemicro Internacional	1513	L
TeleRitmo	1666	L
Televisión Dominicana	1506	L
Tennis Channel	303/592 HD	U
The Hub	259/789 HD	PEU
The Movie Channel	385/885 HD	U
The Movie Channel West	386	U
The Movie Channel Xtra	387/887 HD	U
The Movie Channel Xtra West	388	U
The SoulLife Broadcasting Network	297	SPEU
The Weather Channel	119/619 HD	SPEU
The Word	292	SPEU
Three Angels Broadcasting	291	SEU
Thriller Max	426/926 HD	U
Thriller Max West	427	U

TLC	139/639 HD/1566	SPEU
TNT	51/551 HD/1501	PEU
Tr3's: MTV	273/1660	PEU
Travel Channel	170/670 HD/1623	PEU
truTV	183/683 HD	SPEU
Turner Classic Movies	230	PEU
TV Chile	1704	L
TV Colombia	1705	L
TV Land	244/1707	PEU
TV One	271	EU
TVE Internacional	1560	L
TVGN	184	PEU
TVN Event TV	1000	PEU
TyC Sports	1536	L
Ultra Cine	1690	L
Ultra Clásico	1693	L
Ultra Docs	1570	L
Ultra Fiesta	1670	L
Ultra Film	1691	L
Ultra Kidz	1730	L
Ultra Luna	1587	L
Ultra Macho	1650	L
Ultra Max	1692	L
Universal HD	567	EU
Univision Deportes	1524	EU
USA Network	50/550 HD/1500	SPEU
Utilissima	1582	EU
Velocity	631	SPEU
Veris Living	162	EU
VH1	217/717 HD	SPEU
VH1 Classic	218	PEU
VH1 Soul	219	EU
Viendo Movies	1682	L
Vme Kids	1721	L
VOO Weekly Highlights	339	U
WAPA America	1508	L
WE tv	149/649 HD	PEU
Wealth TV	169/669 HD	EU
WGN America HD	568	EU
WOW	158	PEU
YES HD*	595	U

Digital Music

Go to verizon.com/floatvchannels or your On-screen Guide for a detailed listing of Digital Music channels.
Music Choice 1800-1845

Premium Channels

Additional subscription required.¹

Movie Package

Encore	350/850 HD
Encore Action	360
Encore Action West	361
Encore Drama	358
Encore Drama West	359
Encore Español	363
Encore Family	362
Encore Love	352
Encore Love West	353
Encore Suspense	356
Encore Suspense West	357
Encore West	351
Encore Westerns	354
Encore Westerns West	355
Flix	390
Flix West	391
IndiePlex	348
RetroPlex	349
Showtime	365/865 HD
Showtime 2	369/869 HD
Showtime 2 West	370/870 HD
Showtime Beyond	371
Showtime Beyond West	372
Showtime Extreme	373/873 HD
Showtime Extreme West	374/874 HD
Showtime Family Zone	379
Showtime Family Zone West	380
Showtime Next	377
Showtime Next West	378
Showtime Showcase	367/867 HD
Showtime Showcase West	368/868 HD
Showtime West	366/866 HD
Showtime Women	375
Showtime Women West	376
Starz	340/840 HD
Starz Cinema	346
Starz Comedy	347/847 HD
Starz Edge	342/842 HD
Starz Edge West	343
Starz In Black	344
Starz Kids & Family	345/845 HD
Starz West	341
Sundance Channel	392
The Movie Channel	385/885 HD
The Movie Channel West	386

The Movie Channel Xtra	387/887 HD
The Movie Channel Xtra West	388

Premiums

HBO	
HBO	400/899 HD
HBO 2	402/902 HD
HBO 2 West	403/903 HD
HBO Comedy	408/908 HD
HBO Comedy West	409/909 HD
HBO Family	406/906 HD
HBO Family West	407/907 HD
HBO Latino	412/912 HD
HBO Latino West	413/913 HD
HBO Signature	404/904 HD
HBO Signature West	405/905 HD
HBO West	401/901 HD
HBO Zone	410/910 HD
HBO Zone West	411/911 HD

CINEMAX

Action Max	424/924 HD
Action Max West	425
At Max	429/929 HD
Cinemax	420/920 HD
Cinemax West	421/921 HD
Five Star Max	430/930 HD
More Max	422/922 HD
More Max West	423/923 HD
Outer Max	431/931 HD
Thriller Max	426/926 HD
Thriller Max West	427
W Max	428/928 HD

EPIX

EPIX	395/895 HD
EPIX 2 HD	896

Other Premiums

here!	445
Playboy TV	440
Playboy TV en Español	441

International

Additional subscription required.¹

ARABIC		KOREAN	
Arab Radio & Television [ART]	1780	Munhwa Broadcasting Corp [MBC] [Korean]	1760
Kuwait TV	1781	SBS Seoul Broadcasting Corporation	1762
		YTN Yonhap TV News	1761
ARMENIAN		PERSIAN	
Public TV of Armenia	1779	Rang A Rang [Farsi]	1785
BALKAN		POLISH	
BNTV	1777	TVP Polonia [Polish]	1776
TV1	1778	PORTUGUESE	
BRAZILIAN		RTP	1764
TV Globo	1768	ROMANIAN	
CAMBODIAN		Pro TV [RSC 3]	1783
CTN	1766	RSC 1	1784
TVK	1767	RUSSIAN	
CHINESE		Channel One Russia	1773
China Central TV 4	1795	RTR Planeta	1775
CTI Zhong Tian Channel	1796	Russian Television Network	1774
Phoenix North America Chinese Channel	1797	SOUTH ASIAN	
CHINESE - CANTONESE		Sony Entertainment TV Asia	1754
TVBe	1798	STAR India PLUS	1751
FILIPINO		TV Asia	1752
GMA Pinoy TV	1756	Zee TV	1753
The Filipino Channel	1755	SOUTH ASIAN - PUNJABI	
FRENCH		Jus Punjabi	1757
TV 5 Monde [French]	1771	VIETNAMESE	
GERMAN		SBTN [Saigon Broadcasting Television Network]	1765
DW Amerika	1787		
ProSiebenSat.1Welt	1788		
GREEK			
Antenna 1	1789		
ITALIAN			
RAI Italia [Italian]	1772		
JAPANESE			
TV Japan	1770		

Spanish Language

Additional subscription required.¹

AyM Sports	1535	Latele Noveia Network	1590
Bandamax Estados Unidos	1663	Milenio Television	1550
BBC CBeebies	1727	Multimedios TV	1511
Boomerang [SAP]	1724	Mun2	1643
Canal 22	1646	Nat Geo Mundo	1564
Canal SUR	1549	nuvo TV	1642
Centroamérica TV	1703	Once TV México	1567
Cine Estelar	1688	Pasiones	1583
Cine Latino	1685	Ritmoson Latino EUA	1664
Cine Mexicano	1686	Semillitas	1723
Cine Nostalgia	1687	¡Sorpresa!	1720
CNN en Español	1540	Supercanal	1507
De Película	1680	TBN Enlace USA	1740
De Película Clásico	1681	Tele El Salvador	1509
Discovery En Español	1563	Teleamazonas	1706
Discovery Familia	1702	Telehit	1662
Disney XD	1722	Telemicro Internacional	1513
Dominican View	1548	TeleRitmo	1666
Ecuavisa Internacional	1512	Televisión Dominicana	1506
ESPN Deportes	1520	Tr3s: MTV	1660
EWTN Español	1741	TV Chile	1704
Fox Deportes	1521	TV Colombia	1705
Galavisión	1503	TVE Internacional	1560
GOL TV	1523	TyC Sports	1536
Gran Cine	1683	Utilísima	1582
History Channel en Español	1561	Viendo Movies	1682
HiTn	1648	Vme Kids	1721
Infinito	1620	WAPA América	1508
La Familia	1701		

FiOS On Demand

Movies and TV on your schedule.

Catch the shows you missed or watch them a second time — instantly — with FiOS On Demand. It's free with many network channels. If you subscribe to a movie package, you'll even have free access to more hot On Demand movies each month.

Just press the **On Demand** button on your remote or go to channel 900 to order or purchase.

FREE

Choose from thousands of free titles in popular categories such as Kids, Music and Entertainment.

Movies

FiOS® offers new releases as well as old favorites and critically acclaimed independent films.

Premium Subscriptions

Many premium channels that you subscribe to are available to you for free on VOD.

Also available by subscription are:

Bollywood Movies & Music

Disney Family Movies

Karaoke Channel

The Jewish Channel

WWE 24/7

Events

Watch your favorite sporting events, concerts and uncensored TV shows.

Adult

Please remember that parental controls can be easily set up. For more information on setting up parental controls, consult the FiOS TV Help Videos on VOD.

FiOS TV Help Videos

Find answers to your questions here.

Pay Per View/ Subscription Sports

Available for purchase.¹ Pay Per View channels available to all customers.

Pay Per View

ESPN Game Plan/Full Court PPV1	1010
ESPN Game Plan/Full Court PPV2	1011
ESPN Game Plan/Full Court PPV3	1012
ESPN Game Plan/Full Court PPV4	1013
ESPN Game Plan/Full Court PPV5	1014
ESPN Game Plan/Full Court PPV6	1015

Subscription Sports

ESPN Game Plan/Full Court	1010-1015
Fox Soccer Plus	1009
MLB Extra Innings/ NHL Center Ice	1475-1488
MLB Extra Innings HD/ NHL Center Ice HD	1466-1474
MLS Direct Kick	1495-1499
NBA League Pass Channels	1491-1499
NBA League Pass HD	1489
NFL RedZone	335/835 HD
Outdoor Channel	307/591 HD
Tennis Channel	303/592 HD
TVG	315
World Fishing Network	317/597 HD

FiOS TV Local

Included with all FiOS TV packages.
Additional subscriptions may be added.¹

FiOS TV Local Broadcast

ABC - WABC-TV 7	7
CBS - WCBS-TV 2	2
CW - WPIX-TV 11	11
Edu./Gov. Access4	44
Edu./Gov. Access5	1982
FiOS 1 ²	1
FOX - WNYW-TV 5	5
Leased Access	499
My - WWOR-TV 9	9
NBC - WNBC-TV 4	4
NJTV	23
NYCTV	25
PBS - WNET-TV 13	13
PBS WLIW TV 21	21
Public Access ³	37
Public Access ³	40
Telecare TV	296
Telefutura - WFTY-TV 67	17
Telemundo WNUJ-TV 47	12
Univision WXTV-TV 41	41
WeatherScanLocal	49
WFME-TV 66	29
WGN America	8
WILNY-TV 55	10
WMBC-TV 63	18
WPNX-TV 31 ION	31
WRNN-TV 48	6
WSAH [INO]	19
WVHV-TV 50	14

FiOS TV Local Broadcast HD

ABC - WABC HD	507
ABC Live Well	467
CBS - WCBS HD	502
CW - WPIX HD	511
FiOS 1 ²	501
FOX - WNYW HD	505
ION HD	531
My - WWOR HD	509
NBC - WNBC HD	504
NJTV HD	523
PBS - WNET HD	513
Telefutura - WFTY-TV 67 HD	517
Univision WXTV-TV 41 HD	541
WNUJ Telemundo HD	512

Local Plus

13 Kids [WNET]	472
13 VME [WNET]	474
ABC Live Well [WABC]	468
Alerta TV Network	463
Antenna TV [WPIX]	465
ION Life [WPXN]	492
LATV	480
NBC NY NonStop [WNBC]	460
Qubo [WPXN]	491
WDVB Mexicanal	477
WLIW 21	470
WLIW Create	471
WLIW World	473
WMBC Azteca	461
WMBC New Tang Dynasty TV	478
WPIX Estrella	462

Local Public/Education/ Government

ARDSLEY	
Ardsley Edu. Access	26
ARDSLEY/GREENBURGH	
Edu. Access Channel 1	33
Edu. Access Channel 2	36
Gov. Access Channel 1	32
Gov. Access Channel 2	35
Public Access Channel 1	34
ATLANTIC BEACH	
Atlantic Beach Gov. Access	39
BRIARCLIFF MANOR	
Briarcliff Manor Edu. Access	28
Briarcliff Manor Gov. Access	30
BRONX	
BronxNet BXTV	33
BronxNet Civic	38
BronxNet Youth	37
Independent Culture	35
Independent Entertainment	34
Independent Spirit	36

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BRONXVILLE		HUNTINGTON		NEW CASTLE		QUEENS	
Bronxville Edu. Access	45	Huntington Gov. Access	38	Edu. Access	46	QPTV 1	33
Bronxville Gov. Access	47			Gov. Access	47	QPTV 2	34
		IRVINGTON		Public Access	45	QPTV 3	35
BROOKLYN		Irvington Gov. Access	40	NEW ROCHELLE		QPTV 4	36
BCAT 1	42			New Rochelle Edu. Access	30	QPTV 5	37
BCAT 2	43	KENT		New Rochelle Gov. Access	28	QPTV 6	38
BCAT 3	44	Kent Pub./Edu./Gov. Access	28			RAMAPO	
BCAT 4	45	LARCHMONT/MAMARONECK		NEW YORK CITY		Ramapo Gov. Access	32
BCAT 5	46	Larchmont/Mamaroneck Edu.	34	CUNY TV	30		
BCAT 6	47	Larchmont/Mamaroneck Gov.	35	NYCTV CDL	28	ROCKVILLE CENTRE	
		Larchmont/Mamaroneck Public Access	36	NYCTV Gov.	24	Rockville Centre Edu.	36
BUCHANAN				NYCTV Info	32	Rockville Centre Gov.	37
Buchanan Gov.	30	LYNBROOK		NYCTV OTB	27		
		Lynbrook Edu.	32	NYCTV World	26	RYE	
CARMEL		Lynbrook Gov.	33			Rye Edu. Access	33
Carmel Gov. Access	24	Lynbrook Gov. 2	34	NORTH CASTLE TOWN		Rye Gov. Access	39
Mahopac Edu. Access	46			North Castle Edu. Access	38	Rye Public Access	40
		MALVERNE VILLAGE		North Castle Gov. Access	39		
CITY OF NEWBURGH		Malverne Edu./Gov. Access	30	North Castle Public Access	30	RYE BROOK	
Edu./Gov. Access	44					Rye Brook Village Edu. Access 1	26
Public Access	37	MAMARONECK		NORTH HEMPSTEAD		Rye Brook Village Edu. Access 2	27
		Mamaroneck Edu. Access	34	North Hempstead Edu.	47	Rye Brook Village Gov. Access	24
CORTLANDT		Mamaroneck Gov. Access	35	North Hempstead Gov. Access	46	Rye Brook Village Public Access	46
Cortlandt Gov. Access	35	Mamaroneck Public Access	36				
		MANHATTAN		ORANGETOWN		SCARSDALE	
DOBBS FERRY		MNN 1	33	Orangetown Gov. Access	30	Edu. Access	27
Edu. Access	47	MNN 2	34			Gov. Access	48
Gov. Access	46	MNN 3	35	OSSINING		Public Access	42
		MNN 4	36	Ossining Edu. Access	42		
EASTCHESTER		MNN 5	37	Ossining Gov. Access	43	SLEEPY HOLLOW	
Eastchester Edu. Access	24	MNN 6	38			Gov. Access	43
Eastchester Town Gov. Access 1	40	MINEOLA		PEEKSKILL		Sleepy Hollow Edu. Access	42
		Mineola Edu./Gov. Access	38	Peekskill Edu. Access	32		
FLORAL PARK (VILLAGE)				Peekskill Gov. Access	28	SMITHTOWN	
Four Village Studio Gov. Access (4VS)	28	MOUNT KISCO				Smithtown Gov.	27
		Mount Kisco Gov. Access	40	PLEASANTVILLE			
FREEPORT				Pleasantville Edu. Access	32	STATEN ISLAND	
Freeport Gov. Access	44	MOUNT PLEASANT		Pleasantville Gov. Access	39	SICTV 1	33
		Mount Pleasant Gov. Access	26	Pleasantville Public Access	36	SICTV 2	34
GREAT NECK/NORTH SHORE		Mount Pleasant Town Edu. Access 1	24			SICTV 3	35
Great Neck Edu.	32			PORT CHESTER		SICTV 4	36
Great Neck Library Access	34	MOUNT VERNON		Edu. Access	47	SICTV 5	37
Great Neck Villages Gov.	35	Mount Vernon Edu.	33	Gov. Access	43	SICTV 6	36
North Shore Villages Gov.	39	Mount Vernon Public Access	30				
Public Access TV (PATV)	37			POUGHKEEPSIE			
				Poughkeepsie Edu./Gov. Access	39		

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TARRYTOWN		Tuckahoe Gov. Access	26
Ardley Gov. Access	32	Tuckahoe Public Access	34
Tarrytown Village Gov. Access	28		
TOWN OF BEDFORD		WHITE PLAINS	
Bedford Edu. Access	1982	White Plains Community Access 1	45
		White Plains Edu. Access 1	46
		White Plains Gov. Access 1	47
TOWN OF NEWBURGH		YONKERS	
Edu./Gov. Access	44	Gov. Access	39
Public Access	37		
TOWN OF WAPPINGER		YORKTOWN	
Town of Wappinger Gov.	35	Edu. Access	27
TUCKAHOE			
Tuckahoe Edu. Access	27		

Regional Sports Programming

Channels vary by package subscription.¹

Prime HD, Extreme HD and Ultimate HD		La Conexión	
MSG	78/578 HD	MSG	578 HD/1528
MSG + HD	580	MSG + HD	580
MSG 2	79/579 HD	MSG 2	579 HD/1529
MSG Plus	80	MSG Plus	1529
MSG Plus 2	81	SportsNet New York	1527
SportsNet New York	77/577 HD	YES	1526
YES	76/576 HD		

Sports Pass

Additional subscriptions may be added.¹

beIN Sport HD	598	Longhorn Network	320
CBS Sports Network	94	Outdoor Channel	307/591 HD
ESPN Buzzer Beater/Goal Line	571	Sportsman Channel	308
ESPN Classic	71	TVG	315
HRTV	316	World Fishing Network	317/597 HD

EXHIBIT 3
APPLICATION FOR A CABLE TELEVISION FRANCHISE
CITY OF GLEN COVE/VERIZON NEW YORK INC.

FiOS TV – RATES & PACKAGES

Unreturned/Damaged Broadband Home Router	\$99.99
Unreturned/Damaged STB — Digital Adapter	\$175.00
Unreturned/Damaged STB — HD Digital Video Recorder (DVR)	\$550.00
Unreturned/Damaged STB — High Definition	\$350.00
Unreturned/Damaged STB — SD Digital Video Recorder (DVR)	\$475.00
Unreturned/Damaged STB — Standard Definition	\$240.00

1. Equipment may be required (see equipment prices section). Listed monthly prices do not include equipment fees. Unless otherwise provided in the Terms of Service, if the service is cancelled, Verizon-supplied equipment must be returned or an equipment fee applies.
2. The Spanish Language package cannot be combined with La Conexión. 30-day minimum billing period required for all packages.
3. 30-day minimum billing period required for all Premiums.
4. A service repair visit charge is assessed when a technician visit is required for general service education, to repair problems related to in-home wiring, or to connect or reconnect the service to customer-owned equipment. A service visit charge is not assessed when the repair or maintenance is related to the service itself or Verizon-owned equipment.
5. Prices do not include taxes, franchise fees and other charges paid to federal, state and local governments.
6. A Regional Sports Network Fee of \$2.42 applies monthly to Prime HD, Extreme HD, Ultimate HD and La Conexión packages.
7. Shipping fees may apply.

Service/program availability varies by location and the number of channels within each package is an approximation. Pricing applies to residential use only within the United States and is subject to change. Taxes, franchise fees and other terms apply. ©2013 Verizon.

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CCF13010-AIITVRates-9/13



Fios®

TV Rates & Packages

National Rates effective September 2013

Fios

There are a wealth of entertainment choices to go along with your current Verizon FIOS TV package. And, since we're always adding new options, go to verizon.com/fios to see the latest choices available to you.

Digital Service ¹	Number of Channels	Monthly Price ^{1,4}
FIOS TV Local	15-35	\$12.99
FIOS TV Select HD	Approximately 60	\$49.99
FIOS TV Prime HD	Approximately 270	\$64.99
FIOS TV Extreme HD	Approximately 340	\$74.99
FIOS TV Ultimate HD	Approximately 390	\$89.99
La Conexión	Approximately 180	\$54.99

For just a few dollars extra, you can enjoy more of your favorite programming.

Premium Sports Channels	Monthly Price ⁵
Sports Pass	\$9.99
ESPN 3D	\$9.99
Fox Soccer Plus	\$14.99

Premium Channels & Packages ²	Monthly Price ⁵
Cinemax*	\$15.99
EPIX™	\$15.99
SHOWTIME®	\$15.99
SHOWTIME®, STARZ® Entertainment Pack + EPIX	\$28.99
HBO®	\$19.99
HBO + Cinemax	\$29.99
here!	\$8.99
Fully Loaded Entertainment Pack (SHOWTIME STARZ Entertainment Pack + HBO, Cinemax, EPIX)	\$48.99
Playboy + Playboy en Español	\$16.99
SHOWTIME STARZ Entertainment Pack (SHOWTIME®, STARZ®, TMC, FLIX, Encore, Indieplex, Retroplex)	\$19.99
SHOWTIME STARZ Entertainment Pack for Ultimate HD (adds STARZ/ Encore to FIOS TV Ultimate HD bundle)	\$13.99
STARZ®	\$15.99
Spanish Language Package ³	\$14.99

International Premiums ⁶	Monthly Price ⁶
International Premium Channels	Individually Priced

Video On Demand (VOD) and Pay Per View (PPV)	Monthly Price ⁶
On Demand Movies and Games	Varies

On Demand Subscriptions	Monthly Price ⁶
Anime Network	\$6.99
Bollywood TV, Music & Movies	\$7.99
Disney Family Movies	\$5.99

ESPN Full Court — NCAA Basketball	Varies
ESPN GamePlan — NCAA Football	Varies
Karaoke	\$7.99
Gaiam TV	\$7.99
MLB Extra Innings*	Varies
MLS Direct Kick	Varies
NBA League Pass	Varies
NHL Center Ice	Varies
NFL RedZone	Varies
The Jewish Channel	\$5.99
Too Much for TV!	\$14.99
WWE 24/7	\$9.99

Equipment	Monthly Price ⁷
CableCARD	\$4.99
Digital Adapter	\$5.99
HD Home Media DVR (features Multi-Room DVR)	\$19.99
High-Definition Digital Video Recorder (includes HD channels)	\$16.99
Set Top Box (includes HD channels)	Up to \$11.99

Initial Installation	One-Time Charges
Additional Outlet/Set Top Box Connection (per existing outlet)	\$29.99
Existing Outlet Connection (up to 3)	FREE
FIOS Activation Fee	\$69.99
New Outlet Install/Existing Outlet Rewire (per outlet)	\$64.99
Outlet Relocation (per outlet)	\$64.99

Subsequent Installations/Charges	One-Time Charges
New Outlet Install/Existing Outlet Rewire (per outlet, plus \$89.99 Tech Visit Charge)	\$64.99
Existing Outlet Connection (per outlet, plus \$89.99 Tech Visit Charge)	\$29.99
Service Repair Visit Charge ⁸ (for the first 1/2 hr.)	\$91.00
Service Repair Visit Charge (for each additional 1/2 hr.)	\$46.00
Set Top Box Addition ⁷ (self-install)	FREE
Set Top Box Retrieval	\$89.99
Tech Visit Charge (additional charges may apply)	\$89.99
Set Top Box Return with equipment drop-off at Verizon authorized locations/UPS locations with prepaid mailer	FREE
Specialty DVR Upgrade (upgrade to expanded storage capacity Set Top Box)	\$49.99
Standard DVR Upgrade	FREE
Set Top Box Add/Upgrade Drop Ship Fee	\$19.99
Set Top Box Return to a designated Verizon Retail Store	\$9.99

Other Services and Charges	One-Time Charges
Seasonal Service Suspension (charged at initiation, 1-6 months)	\$24.99
Unreturned/Damaged — CableCARD	\$100.00

Cable Franchise Agreement

by and between

the City of Glen Cove

and

Verizon New York Inc.

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EXHIBITS

Exhibit A: Franchise Area

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Glen Cove, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area which transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an

actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: Shall be those premises within the jurisdictional area of the LFA, or within such additional areas as may be annexed or acquired, that Franchisee shall have passed with its FTTP Network facilities, as generally illustrated in Exhibit A.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

1.16.1.1 Basic Service;

1.16.1.2 all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; and

1.16.1.3 pay Cable Services over the Cable System.

1.16.2 Gross Revenue shall not include:

1.16.2.1 Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers;

1.16.2.2 revenues from the sale or lease of access channel(s) or channel capacity;

1.16.2.3 compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel;

1.16.2.4 a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area;

1.16.2.5 revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2.6 bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

1.16.2.7 refunds, rebates or discounts made to Subscribers or other third parties;

1.16.2.8 any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System;

1.16.2.9 the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer;

1.16.2.10 the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA;

1.16.2.11 any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.2.12 any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

1.16.2.13 sales of capital assets or sales of surplus equipment;

1.16.2.14 program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

1.16.2.15 directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.2.16 any fees or charges collected from Subscribers or other third parties for any PEG Grant or franchise grant payments; and

1.16.2.17 except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchise Authority (LFA)*: The City of Glen Cove, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.22. *NY PSC*: The New York Public Service Commission.

1.23. *PEG*: Public, Educational, and Governmental.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee’s express permission.

1.28. *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

1.29. *Title VI:* Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise:*

1.30.1. Any transaction in which:

1.30.1.1. a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.30.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.30.2. However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The

Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network. If the LFA schedules a public hearing concerning the renewal of any existing cable television franchise agreement, the LFA shall so notify Franchisee on the same date that notice of said public hearing is published.

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.7.3. Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and

approval of any modification. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.8. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10. *Restoration of Subscriber Premises:* To the extent practicable, the Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers within residential areas of the Franchise Area and may make Cable Service available to businesses in the Franchise Area within twelve (12) months and shall offer Cable Service to all residential areas of the Franchise Area within five (5) years of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; and (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs

incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

4. SYSTEM FACILITIES

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* The System shall provide for a minimum channel capacity of not less than seventy-seven (77) Channels on the Effective Date.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Grant:* The Franchisee shall pay a one-time grant to the LFA for use in support of the production of local PEG programming in the amount of TWENTY-ONE

THOUSAND DOLLARS (\$21,000) (the “PEG Grant”), which shall be payable within sixty (60) days of the Effective Date. The PEG Grant shall be used by the LFA solely for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA agrees that it shall impose, at a minimum, the same total PEG Grant payment obligation in the franchise agreements of any new Cable Service providers in the Franchise Area.

5.3. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.4. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the PEG Grant payment or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber’s bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the “Franchise Fee”). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from

the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.4. *Bundled Services*: If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required*: Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

8.1.2. The LFA shall be included as an additional insured under the General Liability and Automobile Liability policies as their interests may appear.

8.1.3. Each of the required insurance policies shall be with insurers authorized or permitted to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.4. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. **TRANSFER OF FRANCHISE**

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of

the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the “Noncompliance Notice”).

11.2. *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's

reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned. The LFA shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical

difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1. Notices to Franchisee shall be mailed to:

John F. Raposa
Senior Vice President & General Counsel
Verizon
One Verizon Way
VC43E010
Basking Ridge, New Jersey 07920

12.5.2. Notices to the LFA shall be mailed to:

Mayor
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

12.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement. The LFA acknowledges and agrees that the Franchisee is subject solely to the terms and conditions of this Agreement with respect to the provision of Cable Service over Franchisee's Cable System, and that in the event that any local ordinances, rules, and regulations ("Local Law") exist or are adopted in the future by the LFA relating to services provided by Franchisee pursuant to this Agreement, that Franchisee is not subject to any such Local Law.

12.7. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law.

12.8. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having

jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.18. *LFA Official:* The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.19. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2013.

LFA:

CITY OF GLEN COVE

By _____

Name: Ralph V. Suozzi

Title: Mayor

FRANCHISEE:

VERIZON NEW YORK INC.

Approved as to form:

By _____

Name:

Title:

Marie C. Lasota

Associate General Counsel, Verizon

Date _____

EXHIBITS

Exhibit A: Franchise Area

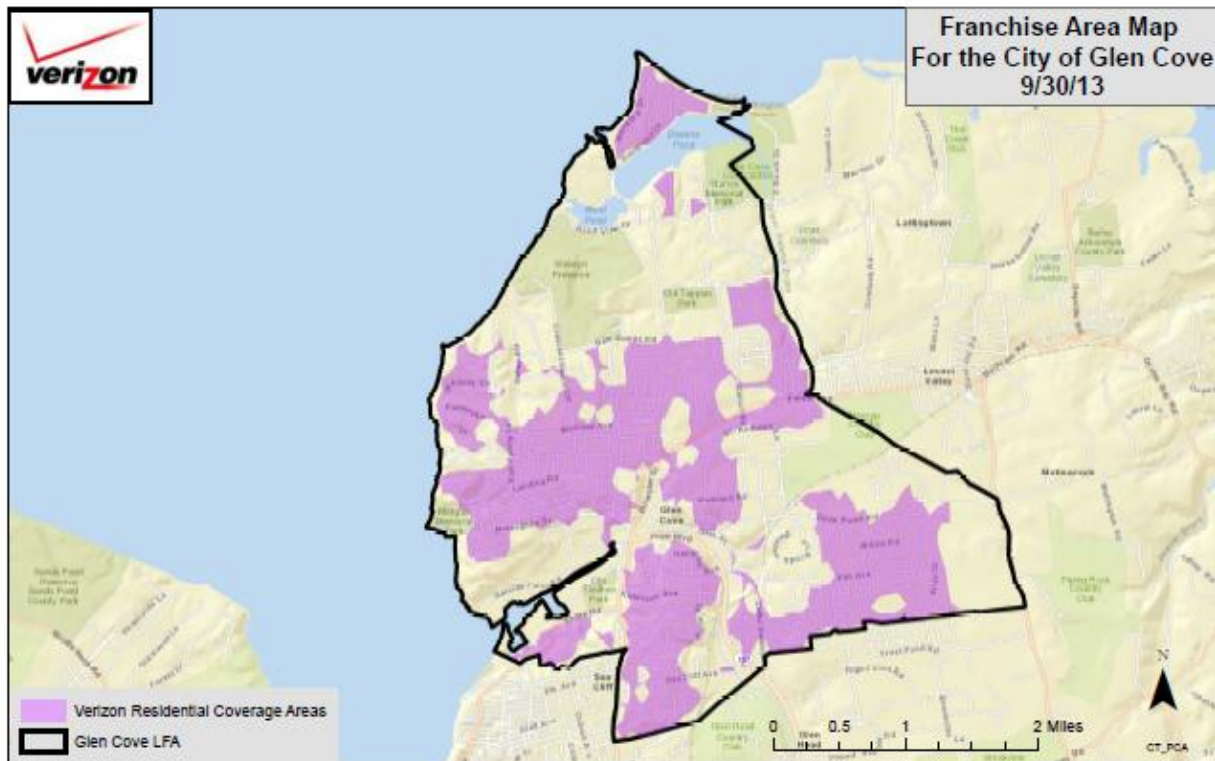
EXHIBIT A

FRANCHISE AREA

A map of the Franchise Area is attached hereto for the sole purpose of illustration. For the avoidance of doubt, the Franchise Area does not include any islands or areas occupied by bodies of water.

Franchisee's FTTP Network currently passes 100% of the current households in the Franchise Area.

At present, Franchisee's anticipated schedule for making Cable Service available (with schedule dates measured from the month that the NY PSC issues the confirmation order approving this Franchise) calls for 82% availability at 6 months, 83% availability at 12 months, 84% availability at 18 months, 87% availability at 24 months, 89% availability at 30 months, 92% availability at 36 months, 94% availability at 42 months, 96% availability at 48 months, 98% availability at 54 months, and 100% availability at 60 months. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.



Tab 2

500 Summit Lake Drive
4th Floor
Valhalla, NY 10595
Tel (914) 801-9770
pamela.goldstein@verizon.com

Pamela N. Goldstein
Assistant General Counsel



October 30, 2013

BY FEDERAL EXPRESS

Mr. David Ellen
Executive Vice President and General Counsel
Cablevision
1111 Stewart Avenue
Bethpage, NY 11714

**Re: Application of Verizon New York Inc. for a Cable Television Franchise –
City of Glen Cove, Nassau County, NY**

Dear Mr. Ellen:

Pursuant to the requirement of 16 N.Y.C.R.R. Section 894.5(i), please find enclosed the application for an initial cable television franchise that Verizon New York Inc. submitted to the City of Glen Cove, Nassau County, NY. Also enclosed is a copy of the City's *Notice of Public Hearing* regarding same.

Sincerely,

A handwritten signature in blue ink that reads "Pamela Goldstein".

Pamela N. Goldstein

Enclosures: Application
Notice of Public Hearing

cc (w/o enclosures): Tina Pemberton, City Clerk
Vincent Taranto, Esq., City Attorney

APPLICATION FOR A CABLE TELEVISION FRANCHISE
BY VERIZON NEW YORK INC.

Verizon New York Inc. ("Verizon NY") respectfully submits this application form ("Application") and requests the award of a cable television franchise from the City of Glen Cove ("Municipality"). In this application, Verizon NY answers the questions set forth in Title 16, Chapter VIII, Part 894, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended.

- (1) A description of the cable television system proposed to be constructed including information regarding (a) channel capacity, including both the total capability of the proposed system and the number of channels to be energized immediately; (b) television and radio broadcast signals which Verizon NY intends to carry on its system initially; (c) the extent and type of any origination cable casting to be undertaken, and the facilities, equipment and staff to be employed therein; and (d) the system layout or design, including where applicable: (i) location of antennae and headends; (ii) plans for a two-way capability including a proposed schedule indication when two-way capability will become available from particular points; (iii) location or origination points and origination facilities; (iv) extent and type of automated services to be provided; and (v) number of channels to be utilized for access cablecasting and the facilities, equipment, staff and other support to be available to access users including access utilization or production costs.

In response to the information requested in subsections 1(a) and (d)(i-ii), please see attached Exhibit 1, "Proposed Service Overview, Product Offers and Architecture." In response to question 1(b), please see the sample channel line up set forth in Exhibit 2, "Sample Verizon FiOS TV Channel Lineup."

In response to the information requested in subsection 1(c) and 1(d)(iii), Verizon launched origination cablecasting in at least some downstate municipalities in 2009.

In response to the information sought in subsection 1(d)(v), upon request of the Municipality, Verizon NY intends to provide capacity on its basic service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel.

- (2) The terms and conditions under which service is to be provided to educational and governmental entities.

Verizon NY will provide channel capacity to educational and governmental entities under terms and conditions consistent with applicable law, and as may be required by the Municipality.

- (3) The terms concerning rates and construction schedules.

Verizon NY's current cable television service rates and available packages are attached as Exhibit 3.

Verizon NY's FTTP Network currently passes 100% of the current households in the Franchise Area of the Municipality. A full discussion of the construction and central office conversion requirements to bring FTTP and cable television service to the Franchise Area in the Municipality is contained in Exhibit 1.

On June 15, 2005, the New York Public Service Commission ("NY PSC") "declared that Verizon NY's FTTP upgrade is authorized under its existing state telephone rights because the upgrade furthers the deployment of telecommunications and broadband services, and is consistent with state and federal law and in the public interest." The NY PSC determined that, unlike a company seeking to build an unfranchised cable television system, Verizon NY already had the necessary authority to use the rights-of-way to provide telecommunications service over its existing network. See Declaratory Ruling on Verizon Communication, Inc.'s Built-Out of its Fiber to the Premises Network, NY Public Service Commission, Case 05-M-0520/05-M-0247, June 15, 2005 at 4.

- (4) An indication of whether Verizon NY will provide service on the same terms and conditions as contained in the existing franchise in effect.

Verizon NY will provide service on terms and conditions consistent with the needs and interests of the Municipality and the level playing field requirement set forth in Title 16, Chapter VIII, Part 895, Section 895.3, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, in that the Verizon NY proposed franchise agreement is comparable in its totality with the incumbent cable television provider's agreement. Verizon NY is applying for a cable television franchise in the Municipality in order to provide the residents of the Municipality with competitive choice.

As more fully described in Exhibit 1, Verizon NY constructed its FTTP network pursuant to its authority as a common carrier under Title II of the Communications Act of 1934, as amended, and Section 27 of the New York Transportation Corporations Law. For this reason and others, certain terms and conditions may differ between the incumbent cable provider's franchise and Verizon NY's franchise.

- (5) A statement of Verizon NY's experience in the cable television field including, if applicable, the names and professional experience of the persons or organizations who will be responsible for the construction, installation and operation of the proposed system.

Verizon NY and its predecessor entities have provided telecommunications services in the State of New York for over one hundred years. Consequently, Verizon NY has extensive experience and expertise in the telecommunications field.

Verizon NY began providing cable service to New York State residents in 2006 and currently provides cable service to residents of 183 municipalities in the New York City, Albany, Syracuse and Buffalo regions. Verizon NY also provides cable television service in its Connecticut service area pursuant to a *Certificate of Video Franchise Authority* granted by the Connecticut Department of Public Utility Control (“DPUC”) on June 14, 2010.

Furthermore, other subsidiaries of Verizon Communications Inc. provide cable service in California, Delaware, Florida, Maryland, Massachusetts, New Jersey, Pennsylvania, Texas, Rhode Island, and Virginia.

- (6) A statement indicating whether Verizon NY or any of its principals owns or operates any other cable television system, directly or indirectly, and a statement indicating the name of any such operations and the name and address of the chief executive officer of the franchising authority in which such system or station is located.

To the extent it may be considered an other cable television system, Verizon NY provides cable television service in its Connecticut service area pursuant to a *Certificate of Video Franchise Authority* granted by the Connecticut Department of Public Utility Control (“DPUC”) on June 14, 2010. Public Utilities Regulatory Authority (PURA), which replaced DPUC, is located at Ten Franklin Square, New Britain, Connecticut 06051. Arthur House is PURA Chairman.

- (7) A documented plan for financing the proposed system, which plan shall indicate specifically every significant anticipated source of capital and any and all limitations or conditions with respect to the availability of the indicated sources of capital.

Given the unique nature of the cable television franchise that Verizon NY requests to be awarded by the Municipality, capital requirements are anticipated to be minimal. However, Verizon NY intends to satisfy any remaining capital requirements for the proposed system through a variety of internally and externally generated funds. Verizon NY is a financially stable company that has provided telecommunications services in New York State for more than a century. Its parent company, Verizon Communications Inc., is a Fortune 20 company, a Dow 30 Industrials company, which generated 2012 revenues in excess of \$115 billion. A copy of Verizon Communications Inc.’s 2012 Annual Report to Shareholders is available online at:

http://www22.verizon.com/investor/app_resources/interactiveannual/2012/downloads/12_vz_ar.pdf

- (8) A statement indicating whether Verizon NY or any of its officers, directors and persons having a legal or equitable interest in 10% or more of the voting stock: (a) has ever been convicted of a crime involving moral turpitude (including criminal fraud) or is presently under indictment charging such a crime; (b) has ever been held liable by any court of

competent jurisdiction in any civil action based on fraud, deceit or misrepresentation; or (c) has ever been punished or censured in any jurisdiction for any violation or attempted violation of any law, rule or order relating to cable television operations.

Verizon NY has no knowledge of any such finding of guilt toward Verizon NY, any person controlling Verizon NY, or any officer, director or major stockholder of Verizon NY.

PROPOSED SERVICE OVERVIEW, PRODUCT OFFERS AND ARCHITECTURE

- Service Overview
 - Product Offer
 - Service Delivery/Connection Method
- FTTP System Architecture
 - End-to-End Architecture
 - Wide Area Transport

Service Overview

The FTTP Network will enable provision of a feature rich and fully competitive cable television offering. The major components of the cable television services which Verizon will offer to consumers will include:

- Basic tier, including local and Public, Educational and Government (PEG) channels as requested by and as negotiated with the community
- Expanded Service tiers
- Premium channel tiers
- Pay Per View (PPV)
- HDTV channels
- Digital music channels
- Digital Video Recorder (DVR)
- Interactive programming guide (IPG)
- Inside coax cable wire installation

Product Offers

For residential customers, Verizon will initially offer Broadcast Television, High Definition TV (HDTV), Digital Video Recorders (DVR), Interactive Programming Guide (IPG) and Pay Per View (PPV) Movies and Events. The Broadcast Television offering will consist of both a Basic Service tier and an Expanded Service tier. The Basic Service tier will include local, public and educational/government (PEG) channels and select cable channels. The Expanded Service tier will include all channels carried on the Basic Service tier as well as additional cable channels, premium cable channels, Spanish language channels, international channels, digital music channels, an interactive program guide (IPG), HDTV programming (for subscribers with an HD STB) and PPV programming. Customers will be charged a monthly recurring fee for each set

top box (STB) based upon model. The customer will be offered the option to upgrade STBs to include support for HDTV, or a combined HD DVR STB for additional monthly fees.

In addition to organizing and informing the customer of the programming line-up, the system is designed from its outset to be an active two-way system for subscriber interaction, if any, required for the selection or use of cable service. The IPG will support on-screen program control, parental controls, timers, search, and ordering of PPV services. Pay Per View allows subscribers to pay for and watch prescheduled programming events on an on-demand basis. PPV movies or events will be selected from the IPG. Authorization for billing will occur at the time of purchase. Events begin at pre-scheduled intervals (i.e., programming is not immediately available). Customers will purchase PPV either as discrete events or in pre-defined packages.

Service Delivery/Connection Method

Connection Method

At initial deployment, an installation and maintenance (I&M) technician will connect the Optical Network Terminal (ONT) to a central point of demarcation where a cable television I&M technician will make final connections to provide the cable television service. After the installation of the ONT, a cable television field technician will test the existing in-home coaxial cable to determine if it is technically acceptable and will connect the service. If no coaxial cable exists or the coaxial cable is unacceptable, the technician will install wiring to the first cable outlet, and will install new coaxial wiring to other locations identified by the customer **at** the customer's request and expense. The customer may choose to self-install such wiring, or to obtain inside wiring installation service from a third party or Verizon.

Connection Method – Set Top Box

The technician will have a set top box that will need to be installed near the TV. The technician will connect a coaxial cable from the wall outlet to the set top and another coaxial cable from the set top box to the TV. The technician will also connect the customer's VCR and/or DVD device and check for proper operation. A fee may be charged for non-standard installations involving multiple components such as surround sound systems or other electronic equipment. This process will be followed for any boxes installed.

When a set top box is installed the technician will call the service center at which point certain services previously ordered by the customer will be activated. A remote command will be issued to the set top box in real time to turn the purchased service(s) on.

Connection Method: PPV

The set top box provides access to the service. Customers will use their remote control to purchase the programming they desire. Purchases will appear on the monthly bill.

Equipment Changes and Re-Configurations

When a customer changes the in-home configuration (e.g., moving a set top box from one TV to another), the customer will be able to accomplish this change without reconfiguring the set top box.

Technical Information

FTTP System Architecture

End-to-End Architecture

Figure 1 shows the architecture topology for supporting service across multiple market areas. A brief summary of the end-to-end architecture follows. Subsequent sections provide more information on each major component within the planned Verizon FTTP overlay architecture.

Figure 2 shows full build and overlay architecture. The fiber is deployed from a Central Office location within a wire center area.

Figure 1-High Level End to End Architecture

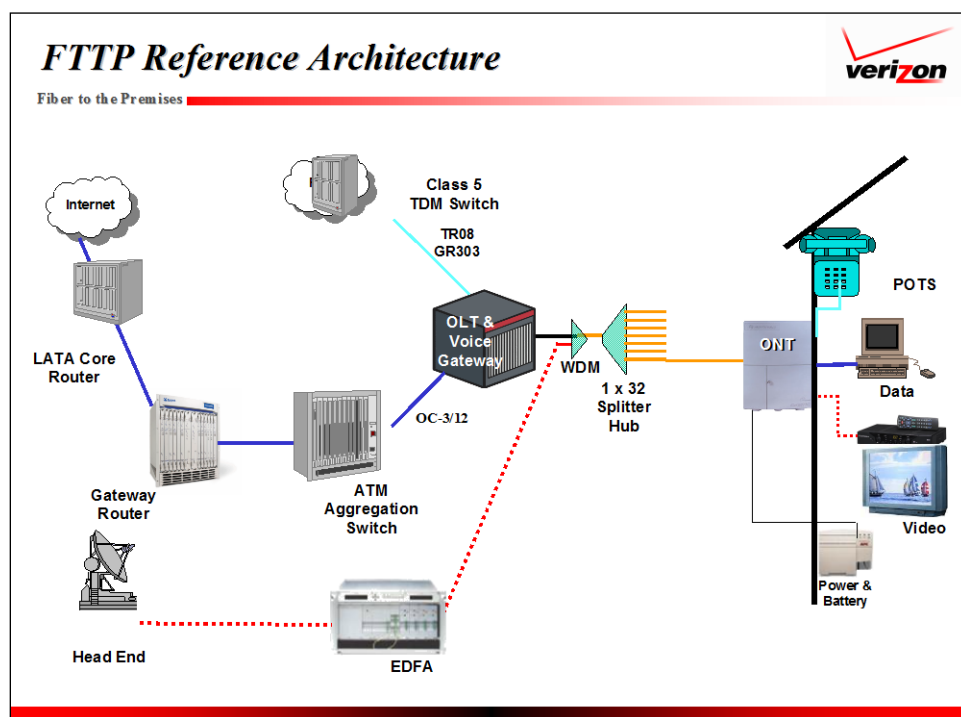
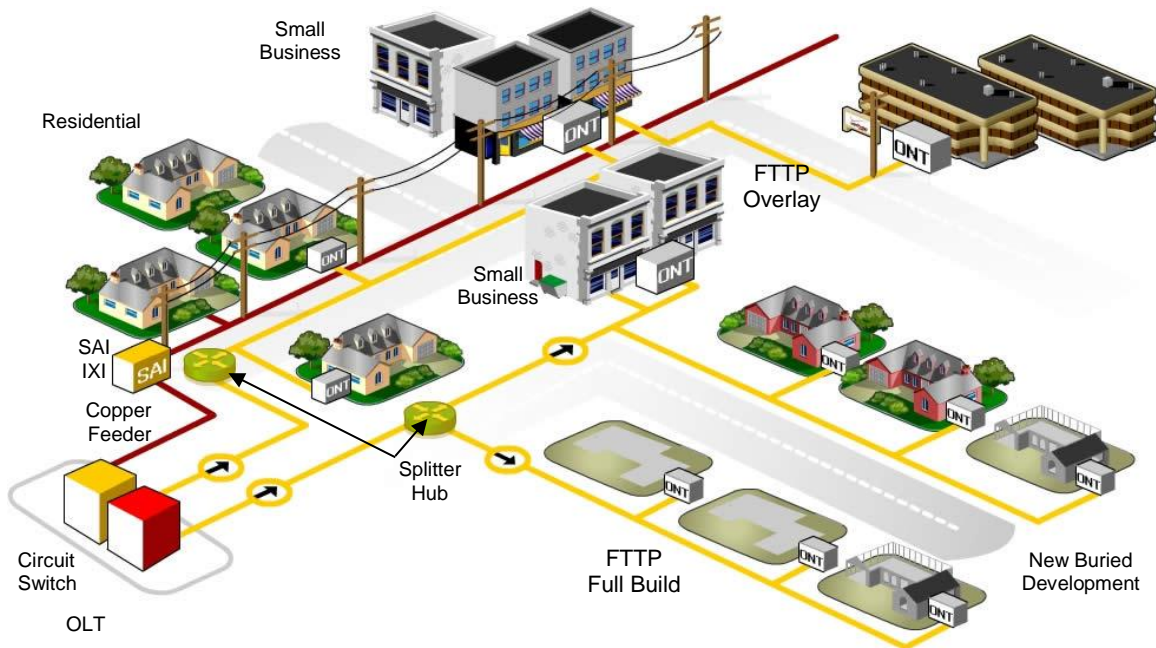


Figure 2-FTTP Full Build and Overlay Architectures



At the national or regional level, a “super” headend (SHE) shall serve as the single point of national content aggregation (see Figure 1). All content shall be encoded into MPEG2 streams and transported over nationwide SONET and/or ROADM services. In each market where Verizon seeks to offer service, the broadcast cable television traffic is off loaded from the long haul network and terminated at a Video Hub Office (VHO). Network redundancy and route diversity shall extend from the SHE to the VHO.

The VHO serves as the metro or local point of aggregation. It is here that off-air and public, education, and government (PEG) channels (where appropriate) are combined with the broadcast cable television coming from the SHE. Interactive Program Guides (IPG) shall be controlled from this site, also. The service that exits the VHO shall look like the final product viewed by the end user subscriber.

Cable television traffic is converted to optical signals at the VHO and transported over Verizon’s metro area, inter-office facilities (IOF) to Video Serving Offices (VSOs). Voice and high-speed data signals are combined with the cable television at this location for final transport to the subscriber premises over Verizon’s FTTP Passive Optical Network (PON).

At the premise, the optical cable television signal is de-multiplexed and converted to an electrical signal, which meets cable television industry standards for cable services. Standard home wiring practices, using coaxial cables, as well as alternative media, shall distribute the signal to cable ready TVs and standard set top boxes (STB).

There will be 24x7 control and surveillance of the cable television platform from a remote location. This Network Operations Center (NOC) will be centrally located and shall be responsible for the operation and maintenance of the Conditional Access System (CAS), which directs the encryption functions performed back at the VHO.

Super Headend (SHE)

A “super” headend (SHE) shall serve as the single point of national content aggregation. At general service availability, Verizon shall deploy a primary SHE and an additional SHE for redundancy.

Both the primary and redundant SHEs will be strategically located to ensure technical and environmental requirements are met.

The key functions of the SHE include:

Content Reception

Signal Processing

Encoding

Network Interface

The majority of cable television sources shall be individual content provider programming. A mix of standard and high definition formats shall be supported. All content shall be encoded into MPEG2 streams, formatted for SONET and/or ROADM, and transported via a SONET and/or ROADM transport facilities to a local point-of-presence (POP) for wide area (national) transport.

Wide Area Transport

In support of the cable television service, Verizon will use SONET and/or ROADM network facilities in the POPs serving target cable markets. Where multiple POPs exist within a market, redundancy options shall dictate if a single or multiple POPs shall be designated for supporting the cable television traffic.

In most cases, it is expected that the cable television traffic shall traverse multiple interconnected rings between the SHE and the destination market. Once the cable traffic reaches a POP located in a target market, it will be forwarded to a SONET and/or ROADM interface connected to metro/local SONET and/or ROADM facilities. These facilities shall connect the POP to a Video Hub Office (VHO). VHOs are capable of serving multiple communities within a target market. If more than one VHO is required, the metro SONET and/or ROADM ring(s) would be deployed to cover multiple sites.

Video Hub Office (VHO)

The VHO serves as the metro or local point of aggregation. The VHO location is based on a combination of technical factors, metro fiber/IOF availability, local channel reception characteristics, and municipal regulations (e.g., zoning ordinances).

Under current network design plans, the anticipated functions of the VHO include:

WAN Interface for Cable television Transport

Ad Insertion

PEG Content

Signal Grooming and Multiplexing

Emergency Alert Service

Interactive Program Guide

Conditional Access

Local Content

The VHO shall aggregate three basic sources of content: national broadcast channels; local broadcast channels; and public, education, & government (PEG) channels. The national content is the traffic sent from the SHE and is delivered via a SONET interface from the SONET POP. The local broadcast channels shall be received off-air via antennas or terrestrial fiber transport located at the VHO site. The PEG channels shall be collected via terrestrial connections from each local franchising area (LFA) served by the VHO. Finally, based on Verizon service tiering requirements to support an analog tier, a certain subset of channels shall be converted from digital to analog signals at the VHO (or kept in analog format if local or PEG).

The final collection of content is placed into the RF spectrum between 50 – 870 MHz as either an analog AM-VSB signal or, as part of a digital multiplex, into a 256-QAM modulated carrier. Digital content requiring encryption by the CAS shall also be multiplexed into QAM modulators and combined with other analog and digital carriers. In addition, an out-of-band downstream channel is generated which carries the Interactive Program Guide (IPG), provisioning, and management messages to STBs. The combined RF signal is converted to optics and fed into EDFAs at egress from the VHO. These optical cable television signals are transported on the 1550 nm wavelength of the G.983-specified Enhancement band to Verizon Video Serving Offices (VSOs).

As noted previously, it is intended that the broadcast cable television traffic/service that exits the VHO shall look like the final product viewed by the end user subscriber.

Metro Area Transport

The optical cable television signals coming from the VHO are transported on the 1550 nm wavelength over fiber available within Verizon's inter-office facilities (IOF).

Video Serving Office (VSO) & Passive Optical Network (PON)

The Video Serving Office (VSO) is a location within the central office containing FTTP equipment. If technically feasible or otherwise appropriate, PEG insertion may occur at this location in the network.

The key function of the VSO is to combine Broadcast Cable television into the Voice and High Speed Data FTTP Network

Once in the VSO, the optical cable television signal is sent through an EDFA and then to a Wave Division Multiplexer (WDM) combiner and splitter, which is used to add the cable signal to the voice and high-speed data signals' wavelength (1490nm) – coming from the Optical Line Terminal (OLT) – together with the cable wavelength onto a single optical source. This optical signal is then sent towards the subscriber premises via a PON. The VSO will also play a role in supporting upstream signals from the customer premises for pay-per-view services. Pay-per-view usage data uses the data service's 1310nm upstream wavelength. The upstream data communications shall be sent back to a subscriber database located in the Operations Center located in the VHO.

Customer Premises

At the premise, an Optical Network Terminal (ONT) de-multiplexes the 1550nm optical signal and simply converts it to a voice, data and cable television electrical signal, which meets cable television industry standards for cable services.

It is expected that, in many cases, standard home wiring practices, using coaxial cables, will distribute the signal to cable ready televisions and to STBs for digital subscribers.

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LEGAL AUTHORITY TO CONSTRUCT FIBER TO THE PREMISES

Verizon New York Inc. (“Verizon”), as a common carrier under Title II of the Communications Act of 1934 (the “Act”), constructed its *Fiber To The Premises* (FTTP) network as an upgrade to its existing telecommunications network. Verizon has the requisite authority to upgrade its network for enhanced voice and broadband services for the reasons discussed, in part, below.

Verizon has the necessary Federal, state and local authorizations to upgrade its Title II telecommunications network, subject to customary time, place and manner permitting requirements. Specifically, Section 27 of the New York Transportation Corporations Law (“New York Telecom Law”) grants Verizon the right to place its facilities upon, over or under any public streets within the State of New York. See New York Tel. Co. v. Town of North Hempstead, 41 N.Y.2d 691, 363 N.E.2d 694 (1977); New York Tel. Co. v. Village of Amsterdam, 613 N.Y.S.2d 993, 994 (App. Div. 1994) (stating that Section 27 grants “an unconditional privilege to install, maintain and repair” telephone facilities in public streets).

The Title II services to be provided over Verizon’s FTTP network are not subject to Title VI of the Act or Article 11 of the New York State Public Service Law (“New York Cable Law”), which regulate cable television service. Verizon plans to utilize FTTP to offer its customers enhanced voice and broadband data services. While FTTP may give Verizon the future capability of providing video service, the network is not subject to Title VI of the Act or the New York Cable Law (including any construction requirements that may be set forth therein) unless and until the network constitutes a “cable system” as defined in Section 602(7) of the Act or a “cable television system” as defined in Section 212(2) of the New York Cable Law. This is triggered only when cable services, such as video programming, are provided to multiple subscribers within a community. As stated in Section 602(7) the Act, “the term ‘cable system’ ... does not include ... (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of this Act, except ... to the extent that such facility is used in the transmission of video programming directly to subscribers...” (emphasis added) 47 U.S.C. § 522(7)(C). See Nat’l Cable Television Ass’n v. FCC, 33 F.3d 66 (D.C. Cir. 1994) (concluding that the FCC “reasonably interpreted the Act to require that an entity obtain a cable franchise only when that entity selects or provides the video programming to be offered.”) Moreover, Section 621(b)(3) of the Act (47 U.S.C. § 541(b)(3)) further specifically prohibits franchising authorities from requiring cable franchises for the provision of telecommunications service or in any way restricting or impeding the provision of such service.

Verizon had the requisite authority as a common carrier under Title II of the Act and Section 27 of the NY Telecom Law to construct its FTTP network and did not require supplemental authority to construct the network. However, as provided in Title VI of the Act and the New York Cable Law, a cable franchise would be required prior to Verizon using the FTTP network to provide video programming to multiple subscribers in a local franchise area.

Furthermore, on June 15, 2005, the New York Public Service Commission ruled that Verizon did not need to obtain a cable franchise before constructing its FTTP network. The Commission found that unlike cable companies, Verizon already has the necessary authority under state law to use the public rights-of-way. Thus, the Commission concluded that Verizon has the right to upgrade its telecommunications network to make it capable of providing cable service. See Declaratory Ruling on Verizon Communication, Inc.’s Built-Out of its Fiber to the Premises Network, NY Public Service Commission, Case 05-M-0520/05-M-0247, June 15, 2005

EXHIBIT 2
APPLICATION FOR A CABLE TELEVISION FRANCHISE
CITY OF GLEN COVE/VERIZON NEW YORK INC.

VERIZON NEW YORK INC.

SAMPLE VERIZON FiOS TV CHANNEL LINEUP

NOTE: ALL INFORMATION PROVIDED
IS SUBJECT TO CHANGE FOR THE MUNICIPALITY

Downstate NY FiOS TV Regional Channel Lineup

Effective June 2013

Select HD/Prime HD/Extreme HD/Ultimate HD/La Conexión

FiOS TV Local package included with all five packages. Additional subscriptions may be added.¹

Channel Package Key: S = Select HD P = Prime HD E = Extreme HD U = Ultimate HD L = La Conexión

A&E	181/681 HD/1541	SPEUL	ciao	186	EU
ABC Family	199/699 HD/1700	SPEUL	CMT	221/721 HD/1665	PEUL
ABC News Now	108	U	CMT Pure Country	222	EU
Action Max	424/924 HD	U	CNBC*	102/602 HD/1544	PEUL
Action Max West	425	U	CNBC World	106	EU
AMC	231/731 HD	SPEU	CNN	100/600 HD/1541	SPEUL
Animal Planet	130/630 HD/1565	PEUL	CNN en Español	1540	L
AXS tv	569	EU	CNN International	105	EU
AyM Sports	1535	L	Comedy Central	190/690 HD/1644	PEUL
Bandamax Estados Unidos	1663	L	Comedy TV HD	695	U
BBC America	189	SEU	Cooking Channel	166	EU
BBC CBeebies	1727	L	Crime & Investigation Network	182	EU
BBC World News	107	SEU	C-SPAN	109/1546	PEUL
beIN Sport	598	U	C-SPAN 2	110	PEU
BET	270/770 HD	SPEU	C-SPAN 3	111	PEU
BET Gospel	225	EU	Current TV	192	EU
Big Ten 1	330	PEU	Daystar	293	SPEU
Big Ten 2	331	PEU	De Pelicula	1680	L
Big Ten Network	85/585 HD	PEU	De Pelicula Clásico	1681	L
bio: The Biography Channel	129/629 HD	EU	Destination America	168/668 HD	EU
Bloomberg TV	104	SPEU	Discovery Channel	120/620 HD/1562	SPEUL
Boomerang	258/1725	SEUL	Discovery En Español	1563	L
Boomerang [SAP]	1724	L	Discovery Familia	1702	L
Bravo	185/685 HD	SPEU	Discovery Fit & Health	163	EU
BYU Television	290	SEU	Disney Channel	250/780 HD/1729	SPEUL
Canal 22	1646	L	Disney Junior	260	PEU
Canal SUR	1549	L	Disney XD	251/781 HD/1722	PEUL
Cars TV HD	599	U	DIY [Do it Yourself]	167	EU
Cartoon Network	257/757 HD/1726	SPEUL	Dominican View	1548	L
CBS Sports Network	94	U	E! Entertainment Television	196/696 HD/1640	PEUL
CCTV News	277	SEU	Ecuavisa Internacional	1512	L
Centric	220	SPEU	EPIX	395/895 HD	U
Centroamérica TV	1703	L	EPIX 2 HD	896	U
Chiller	193	EU	ES.TV HD	558	U
Church Channel	288	SPEU	ESPN	70/570 HD	PEU
Cine Estelar	1688	L	ESPN 3D	1002	U
Cine Latino	1685	L	ESPN Deportes	1520	EU
Cine Mexicano	1686	L	ESPN U	73/573 HD	PEU
Cine Nostalgia	1687	L	ESPN2	74/574 HD	PEU
Cine Sony Television	1689	L	ESPN3	72/572 HD	EU
Cinemax	420/920 HD	U	Esquire Network	191	EU
Cinemax West	421/921 HD	U	EWTV	285	SPEU

EWTV Español	1741	L	Milenio Television	1550	L
Family Net	242	SEU	Military Channel	125	PEU
FEARnet	197	EU	Military History Channel	126	EU
FIOS TV Information	131	PEUL	MLB Network	86/586 HD/1530	EU L
Five Star Max	430/930 HD	U	Mnet	229	SPEU
Flix	390	U	More Max	422/922 HD	U
Flix West	391	U	More Max West	423/923 HD	U
Food Network	164/664 HD/1621	SPEUL	MovieMAX	426/926 HD	U
Fox Business Network	117/617 HD/1547	EU	MSNBC	102/602 HD/1545	SPEUL
Fox College Sports Atlantic	300	EU	MTV	210/710 HD	PEUL
Fox College Sports Central	301	EU	MTV Hits	214	EU
Fox College Sports Pacific	302	EU	MTV Jams	213	EU
Fox Deportes	311/1521	EU	MTV2	211/1661	PEUL
Fox Movie Channel	232	EU	mtvU	212	EU
Fox News	118/618 HD/1543	PEUL	Multimedias HD	1516	L
Fox Soccer	84/584 HD/1522	EU	Multimedias TV	1511	L
FUEL TV	198	EU	Mun2	275/1643	EU L
fuse	216/716 HD	PEU	MyDestination TV HD	674	U
FX	53/553 HD/1504	SPEUL	Nat Geo Mundo	1564	EU
Galavisión	274/1503	EU	National Geographic Channel	121/621 HD	SPEU
gmc	224	EU	National Geographic Wild	132/632 HD	EU
Golf Channel	304/593 HD	EU	NBA TV	89/589 HD	EU
Gran Cine	1683	L	NBC Sports Network	90/590 HD	PEU
Great American Country	223	EU	NESN National	97	U
GSN	184	SEU	NFL Network	88/588 HD	EU
H2	127	PEU	NFL Red Zone [seasonal programming]	335/835 HD	U
Hallmark Channel	240	SPEU	NHL Network	87/587 HD	EU
Hallmark Movie Channel	239/739 HD	SPEU	Nick 2	253	EU
Halogen TV	287	PU	Nick Jr.	256	SPEUL
HD Net Movies	748	EU	Nick Jr.	254	SPEU
HGTV	165/665 HD/1622	SPEUL	Nick Toons	252/752 HD/1728	SPEUL
History Channel	128/628 HD	SPEU	Nickelodeon	276/1642	EU
History Channel en Español	1561	L	Orca TV México	1567	L
HiTn	279/1648	EU	Outer Max	431/931 HD	U
HLN Headline News Network	101/1542	SPEUL	Ovation	188	EU
HSN	151/651 HD/1601	SPEUL	OWN Oprah Winfrey Network	161/1625	EU
IFC	234/734 HD	EU	Oxygen	144	PEU
Infinito	1620	L	Palladia HD	711	EU
INSP	286	SPEU	Pasiones	1583	L
Investigation Discovery	123/623 HD	SPEU	PBS Kids Sprout	263	PEU
JCTV	289	PEU	Pentagon Channel	124	SEU
Jewelry Television	155/1602	PEUL	Pets.TV HD	698	U
La Familia	1701	L	QVC	150/850 HD/1600	SPEUL
Las Vegas Nevada Network	1590	L	Recipe TV HD	676	U
Lifetime	140/640 HD/1580	SPEUL	RealChannel	223	SPEU
Lifetime Real Women	142	EU	RFD TV	247	PU
Liquidation Channel	152	SPEUL	RLTV	245	PU
LMN	141/641 HD/1581	PEUL	Ritmoson Latino EUA	1664	L
Logo	187	PEU	Science	122/622 HD	PEU
MAX Latino	429/929 HD	U	Semillitas	1723	L
MGM HD	744	U	ShopNBC	157/1603	SPEUL
			Showtime	365/865 HD	U

(Continued on next page)

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Showtime 2	369/869 HD	U
Showtime 2 West	370/870 HD	U
Showtime Beyond	371	U
Showtime Beyond West	372	U
Showtime Extreme	373/873 HD	U
Showtime Extreme West	374/874 HD	U
Showtime Family Zone	379	U
Showtime Family Zone West	380	U
Showtime Next	377	U
Showtime Next West	378	U
Showtime Showcase	367/867 HD	U
Showtime Showcase West	368/868 HD	U
Showtime West	366/866 HD	U
Showtime Women	375	U
Showtime Women West	376	U
Sino TV Network	281	PEU
Smile of a Child	294	SEU
Smithsonian Channel HD	625	EU
Soapnet	143	PEU
Sorpresal	1720	L
Speed	63/883 HD	PEU
Spike TV	54/554 HD/1505	PEU
Sportsman Channel	308	U
SportsNet New York**	96	U
Style	160	EU
Sundance Channel	392	U
Supercanal	1507	L
SWRV (Music Choice)	1799	EU
Syfy	180/880 HD/1645	PEU
TBN - TRINITY	295	SPEU
TBN Enlace USA	1740	L
TBS	52/552 HD/1502	SPEU
TeenNick	255	SPEU
Tele El Salvador	1509	L
Telemazonas	1706	L
Telehit	1662	L
Telemicro Internacional	1513	L
TeleRitmo	1666	L
Televisión Dominicana	1506	L
Tennis Channel	303/592 HD	U
The Hub	259/789 HD	PEU
The Movie Channel	385/885 HD	U
The Movie Channel West	386	U
The Movie Channel Xtra	387/887 HD	U
The Movie Channel Xtra West	388	U
The SoulLife Broadcasting Network	297	SPEU
The Weather Channel	119/619 HD	SPEU
The Word	292	SPEU
Three Angels Broadcasting	291	SEU
Thriller Max	426/926 HD	U
Thriller Max West	427	U

TLC	139/639 HD/1566	SPEU
TNT	51/551 HD/1501	PEU
Tr3's: MTV	273/1660	PEU
Travel Channel	170/670 HD/1623	PEU
truTV	183/683 HD	SPEU
Turner Classic Movies	230	PEU
TV Chile	1704	L
TV Colombia	1705	L
TV Land	244/1707	PEU
TV One	271	EU
TVE Internacional	1560	L
TVGN	184	PEU
TVN Event TV	1000	PEU
TyC Sports	1536	L
Ultra Cine	1690	L
Ultra Clásico	1693	L
Ultra Docs	1570	L
Ultra Fiesta	1670	L
Ultra Film	1691	L
Ultra Kidz	1730	L
Ultra Luna	1587	L
Ultra Macho	1650	L
Ultra Max	1692	L
Universal HD	567	EU
Univision Deportes	1524	EU
USA Network	50/550 HD/1500	SPEU
Utilissima	1582	EU
Velocity	631	SPEU
Veria Living	162	EU
VH1	217/717 HD	SPEU
VH1 Classic	218	PEU
VH1 Soul	219	EU
Viendo Movies	1682	L
Vme Kids	1721	L
VOO Weekly Highlights	339	U
WAPA America	1508	L
WE tv	149/649 HD	PEU
Wealth TV	169/669 HD	EU
WGN America HD	568	EU
WOW	158	PEU
YES HD*	595	U

Digital Music

Go to verizon.com/floatvchannels or your On-screen Guide for a detailed listing of Digital Music channels.
Music Choice 1800-1845

Premium Channels

Additional subscription required.¹

Movie Package

Encore	350/850 HD
Encore Action	360
Encore Action West	361
Encore Drama	358
Encore Drama West	359
Encore Español	363
Encore Family	362
Encore Love	352
Encore Love West	353
Encore Suspense	356
Encore Suspense West	357
Encore West	351
Encore Westerns	354
Encore Westerns West	355
Flix	390
Flix West	391
IndiePlex	348
RetroPlex	349
Showtime	365/865 HD
Showtime 2	369/869 HD
Showtime 2 West	370/870 HD
Showtime Beyond	371
Showtime Beyond West	372
Showtime Extreme	373/873 HD
Showtime Extreme West	374/874 HD
Showtime Family Zone	379
Showtime Family Zone West	380
Showtime Next	377
Showtime Next West	378
Showtime Showcase	367/867 HD
Showtime Showcase West	368/868 HD
Showtime West	366/866 HD
Showtime Women	375
Showtime Women West	376
Starz	340/840 HD
Starz Cinema	346
Starz Comedy	347/847 HD
Starz Edge	342/842 HD
Starz Edge West	343
Starz In Black	344
Starz Kids & Family	345/845 HD
Starz West	341
Sundance Channel	392
The Movie Channel	385/885 HD
The Movie Channel West	386

The Movie Channel Xtra	387/887 HD
The Movie Channel Xtra West	388

Premiums

HBO	
HBO	400/899 HD
HBO 2	402/902 HD
HBO 2 West	403/903 HD
HBO Comedy	408/908 HD
HBO Comedy West	409/909 HD
HBO Family	406/906 HD
HBO Family West	407/907 HD
HBO Latino	412/912 HD
HBO Latino West	413/913 HD
HBO Signature	404/904 HD
HBO Signature West	405/905 HD
HBO West	401/901 HD
HBO Zone	410/910 HD
HBO Zone West	411/911 HD

CINEMAX

Action Max	424/924 HD
Action Max West	425
At Max	429/929 HD
Cinemax	420/920 HD
Cinemax West	421/921 HD
Five Star Max	430/930 HD
More Max	422/922 HD
More Max West	423/923 HD
Outer Max	431/931 HD
Thriller Max	426/926 HD
Thriller Max West	427
W Max	428/928 HD

EPIX

EPIX	395/895 HD
EPIX 2 HD	896

Other Premiums

here!	445
Playboy TV	440
Playboy TV en Español	441

International

Additional subscription required.¹

ARABIC		KOREAN	
Arab Radio & Television [ART]	1780	Munhwa Broadcasting Corp [MBC] [Korean]	1760
Kuwait TV	1781	SBS Seoul Broadcasting Corporation	1762
		YTN Yonhap TV News	1761
ARMENIAN		PERSIAN	
Public TV of Armenia	1779	Rang A Rang [Farsi]	1785
BALKAN		POLISH	
BNTV	1777	TVP Polonia [Polish]	1776
TV1	1778	PORTUGUESE	
BRAZILIAN		RTP	1764
TV Globo	1768	ROMANIAN	
CAMBODIAN		Pro TV [RSC 3]	1783
CTN	1766	RSC 1	1784
TVK	1767	RUSSIAN	
CHINESE		Channel One Russia	1773
China Central TV 4	1795	RTR Planeta	1775
CTI Zhong Tian Channel	1796	Russian Television Network	1774
Phoenix North America Chinese Channel	1797	SOUTH ASIAN	
CHINESE - CANTONESE		Sony Entertainment TV Asia	1754
TVBe	1798	STAR India PLUS	1751
FILIPINO		TV Asia	1752
GMA Pinoy TV	1756	Zee TV	1753
The Filipino Channel	1755	SOUTH ASIAN - PUNJABI	
FRENCH		Jus Punjabi	1757
TV 5 Monde [French]	1771	VIETNAMESE	
GERMAN		SBTN [Saigon Broadcasting Television Network]	1765
DW Amerika	1787		
ProSiebenSat.1Welt	1788		
GREEK			
Antenna 1	1789		
ITALIAN			
RAI Italia [Italian]	1772		
JAPANESE			
TV Japan	1770		

Spanish Language

Additional subscription required.¹

AyM Sports	1535	Latele Noveia Network	1590
Bandamax Estados Unidos	1663	Milenio Television	1550
BBC CBeebies	1727	Multimedios TV	1511
Boomerang [SAP]	1724	Mun2	1643
Canal 22	1646	Nat Geo Mundo	1564
Canal SUR	1549	nuvo TV	1642
Centroamérica TV	1703	Once TV México	1567
Cine Estelar	1688	Pasiones	1583
Cine Latino	1685	Ritmoson Latino EUA	1664
Cine Mexicano	1686	Semillitas	1723
Cine Nostalgia	1687	¡Sorpresa!	1720
CNN en Español	1540	Supercanal	1507
De Película	1680	TBN Enlace USA	1740
De Película Clásico	1681	Tele El Salvador	1509
Discovery En Español	1563	Teleamazonas	1706
Discovery Familia	1702	Telehit	1662
Disney XD	1722	Telemicro Internacional	1513
Dominican View	1548	TeleRitmo	1666
Ecuavisa Internacional	1512	Televisión Dominicana	1506
ESPN Deportes	1520	Tr3s: MTV	1660
EWTN Español	1741	TV Chile	1704
Fox Deportes	1521	TV Colombia	1705
Galavisión	1503	TVE Internacional	1560
GOL TV	1523	TyC Sports	1536
Gran Cine	1683	Utilísima	1582
History Channel en Español	1561	Viendo Movies	1682
HiTn	1648	Vme Kids	1721
Infinito	1620	WAPA América	1508
La Familia	1701		

FiOS On Demand

Movies and TV on your schedule.

Catch the shows you missed or watch them a second time — instantly — with FiOS On Demand. It's free with many network channels. If you subscribe to a movie package, you'll even have free access to more hot On Demand movies each month.

Just press the **On Demand** button on your remote or go to channel 900 to order or purchase.

FREE

Choose from thousands of free titles in popular categories such as Kids, Music and Entertainment.

Movies

FiOS® offers new releases as well as old favorites and critically acclaimed independent films.

Premium Subscriptions

Many premium channels that you subscribe to are available to you for free on VOD.

Also available by subscription are:

Bollywood Movies & Music

Disney Family Movies

Karaoke Channel

The Jewish Channel

WWE 24/7

Events

Watch your favorite sporting events, concerts and uncensored TV shows.

Adult

Please remember that parental controls can be easily set up. For more information on setting up parental controls, consult the FiOS TV Help Videos on VOD.

FiOS TV Help Videos

Find answers to your questions here.

Pay Per View/ Subscription Sports

Available for purchase.¹ Pay Per View channels available to all customers.

Pay Per View

ESPN Game Plan/Full Court PPV1	1010
ESPN Game Plan/Full Court PPV2	1011
ESPN Game Plan/Full Court PPV3	1012
ESPN Game Plan/Full Court PPV4	1013
ESPN Game Plan/Full Court PPV5	1014
ESPN Game Plan/Full Court PPV6	1015

Subscription Sports

ESPN Game Plan/Full Court	1010-1015
Fox Soccer Plus	1009
MLB Extra Innings/	
NHL Center Ice	1475-1488
MLB Extra Innings HD/	
NHL Center Ice HD	1466-1474
MLS Direct Kick	1495-1499
NBA League Pass Channels	1491-1499
NBA League Pass HD	1489
NFL RedZone	335/835 HD
Outdoor Channel	307/591 HD
Tennis Channel	303/592 HD
TVG	315
World Fishing Network	317/597 HD

FiOS TV Local

Included with all FiOS TV packages.
Additional subscriptions may be added.¹

FiOS TV Local Broadcast

ABC - WABC-TV 7	7
CBS - WCBS-TV 2	2
CW - WPIX-TV 11	11
Edu./Gov. Access4	44
Edu./Gov. Access5	1982
FiOS 1 ²	1
FOX - WNYW-TV 5	5
Leased Access	499
My - WWOR-TV 9	9
NBC - WNBC-TV 4	4
NJTV	23
NYCTV	25
PBS - WNET-TV 13	13
PBS WLII-TV 21	21
Public Access ³	37
Public Access ³	40
Telecare TV	296
Telefutura - WFTY-TV 67	17
Telemundo WNUJ-TV 47	12
Univision WXTV-TV 41	41
WeatherScanLocal	49
WFME-TV 66	29
WGN America	8
WLNY-TV 55	10
WMBC-TV 63	18
WPNX-TV 31 ION	31
WRNN-TV 48	6
WSAH [INO]	19
WVHV-TV 50	14

FiOS TV Local Broadcast HD

ABC - WABC HD	507
ABC Live Well	467
CBS - WCBS HD	502
CW - WPIX HD	511
FiOS 1 ²	501
FOX - WNYW HD	505
ION HD	531
My - WWOR HD	509
NBC - WNBC HD	504
NJTV HD	523
PBS - WNET HD	513
Telefutura - WFTY-TV 67 HD	517
Univision WXTV-TV 41 HD	541
WNUJ Telemundo HD	512

Local Plus

13 Kids [WNET]	472
13 VME [WNET]	474
ABC Live Well [WABC]	468
Alerta TV Network	463
Antenna TV [WPIX]	465
ION Life [WPXN]	492
LATV	480
NBC NY NonStop [WNBC]	460
Qubo [WPXN]	491
WDVB Mexicanal	477
WLIW 21	470
WLIW Create	471
WLIW World	473
WMBC Azteca	461
WMBC New Tang Dynasty TV	478
WPIX Estrella	462

Local Public/Education/ Government

ARDSLEY	
Ardsley Edu. Access	26
ARDSLEY/GREENBURGH	
Edu. Access Channel 1	33
Edu. Access Channel 2	36
Gov. Access Channel 1	32
Gov. Access Channel 2	35
Public Access Channel 1	34
ATLANTIC BEACH	
Atlantic Beach Gov. Access	39
BRIARCLIFF MANOR	
Briarcliff Manor Edu. Access	28
Briarcliff Manor Gov. Access	30
BRONX	
BronxNet BXTV	33
BronxNet Civic	38
BronxNet Youth	37
Independent Culture	35
Independent Entertainment	34
Independent Spirit	36

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BRONXVILLE		HUNTINGTON		NEW CASTLE		QUEENS	
Bronxville Edu. Access	45	Huntington Gov. Access	38	Edu. Access	46	QPTV 1	33
Bronxville Gov. Access	47			Gov. Access	47	QPTV 2	34
		IRVINGTON	40	Public Access	45	QPTV 3	35
BROOKLYN		Irvington Gov. Access		NEW ROCHELLE		QPTV 4	36
BCAT 1	42			New Rochelle Edu. Access	30	QPTV 5	37
BCAT 2	43	KENT	28	New Rochelle Gov. Access	28	QPTV 6	38
BCAT 3	44	Kent Pub./Edu./Gov. Access				RAMAPO	
BCAT 4	45			NEW YORK CITY		Ramapo Gov. Access	32
BCAT 5	46	LARCHMONT/MAMARONECK		CUNY TV	30		
BCAT 6	47	Larchmont/Mamaroneck Edu.	34	NYCTV CDL	28	ROCKVILLE CENTRE	
		Larchmont/Mamaroneck Gov.	35	NYCTV Gov.	24	Rockville Centre Edu.	36
BUCHANAN		Larchmont/Mamaroneck Public Access	36	NYCTV Info	32	Rockville Centre Gov.	37
Buchanan Gov.	30			NYCTV OTB	27		
		LYNBROOK		NYCTV World	26	RYE	
CARMEL		Lynbrook Edu.	32			Rye Edu. Access	33
Carmel Gov. Access	24	Lynbrook Gov.	33	NORTH CASTLE TOWN		Rye Gov. Access	39
Mahopac Edu. Access	46	Lynbrook Gov. 2	34	North Castle Edu. Access	38	Rye Public Access	40
				North Castle Gov. Access	39		
CITY OF NEWBURGH		MALVERNE VILLAGE	30	North Castle Public Access	30	RYE BROOK	
Edu./Gov. Access	44	Malverne Edu./Gov. Access				Rye Brook Village Edu. Access 1	26
Public Access	37			NORTH HEMPSTEAD		Rye Brook Village Edu. Access 2	27
		MAMARONECK		North Hempstead Edu.	47	Rye Brook Village Gov. Access	24
CORTLANDT		Mamaroneck Edu. Access	34	North Hempstead Gov. Access	46	Rye Brook Village Public Access	46
Cortlandt Gov. Access	35	Mamaroneck Gov. Access	35				
		Mamaroneck Public Access	36	ORANGETOWN		SCARSDALE	
DOBBS FERRY		MANHATTAN		Orangetown Gov. Access	30	Edu. Access	27
Edu. Access	47	MNN 1	33			Gov. Access	48
Gov. Access	46	MNN 2	34	OSSINING		Public Access	42
		MNN 3	35	Ossining Edu. Access	42		
EASTCHESTER		MNN 4	36	Ossining Gov. Access	43	SLEEPY HOLLOW	
Eastchester Edu. Access	24	MNN 5	37			Gov. Access	43
Eastchester Town Gov. Access 1	40	MNN 6	38	PEEKSKILL		Sleepy Hollow Edu. Access	42
		MINEOLA		Peekskill Edu. Access	32		
FLORAL PARK (VILLAGE)		Mineola Edu./Gov. Access	38	Peekskill Gov. Access	28	SMITHTOWN	
Four Village Studio Gov. Access (4VS)	28			PLEASANTVILLE		Smithtown Gov.	27
		MOUNT KISCO	40	Pleasantville Edu. Access	32	STATEN ISLAND	
FREEPORT		Mount Kisco Gov. Access		Pleasantville Gov. Access	39	SICTV 1	33
Freeport Gov. Access	44			Pleasantville Public Access	36	SICTV 2	34
		MOUNT PLEASANT				SICTV 3	35
GREAT NECK/NORTH SHORE		Mount Pleasant Gov. Access	26	PORT CHESTER		SICTV 4	36
Great Neck Edu.	32	Mount Pleasant Town Edu. Access 1	24	Edu. Access	47	SICTV 5	37
Great Neck Library Access	34			Gov. Access	43	SICTV 6	36
Great Neck Villages Gov.	35	MOUNT VERNON					
North Shore Villages Gov.	39	Mount Vernon Edu.	33	POUGHKEEPSIE			
Public Access TV (PATV)	37	Mount Vernon Public Access	30	Poughkeepsie Edu./Gov. Access	39		

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TARRYTOWN		Tuckahoe Gov. Access	26
Ardley Gov. Access	32	Tuckahoe Public Access	34
Tarrytown Village Gov. Access	28		
TOWN OF BEDFORD		WHITE PLAINS	
Bedford Edu. Access	1982	White Plains Community Access 1	45
		White Plains Edu. Access 1	46
		White Plains Gov. Access 1	47
TOWN OF NEWBURGH		YONKERS	
Edu./Gov. Access	44	Gov. Access	39
Public Access	37		
TOWN OF WAPPINGER		YORKTOWN	
Town of Wappinger Gov.	35	Edu. Access	27
TUCKAHOE			
Tuckahoe Edu. Access	27		

Regional Sports Programming

Channels vary by package subscription.¹

Prime HD, Extreme HD and Ultimate HD		La Conexión	
MSG	78/578 HD	MSG	578 HD/1528
MSG + HD	580	MSG + HD	580
MSG 2	79/579 HD	MSG 2	579 HD/1529
MSG Plus	80	MSG Plus	1529
MSG Plus 2	81	SportsNet New York	1527
SportsNet New York	77/577 HD	YES	1526
YES	76/576 HD		

Sports Pass

Additional subscriptions may be added.¹

beIN Sport HD	598	Longhorn Network	320
CBS Sports Network	94	Outdoor Channel	307/591 HD
ESPN Buzzer Beater/Goal Line	571	Sportsman Channel	308
ESPN Classic	71	TVG	315
HRTV	316	World Fishing Network	317/597 HD

EXHIBIT 3
APPLICATION FOR A CABLE TELEVISION FRANCHISE
CITY OF GLEN COVE/VERIZON NEW YORK INC.

FiOS TV – RATES & PACKAGES

Unreturned/Damaged Broadband Home Router	\$99.99
Unreturned/Damaged STB — Digital Adapter	\$175.00
Unreturned/Damaged STB — HD Digital Video Recorder (DVR)	\$550.00
Unreturned/Damaged STB — High Definition	\$350.00
Unreturned/Damaged STB — SD Digital Video Recorder (DVR)	\$475.00
Unreturned/Damaged STB — Standard Definition	\$240.00

1. Equipment may be required (see equipment prices section). Listed monthly prices do not include equipment fees. Unless otherwise provided in the Terms of Service, if the service is cancelled, Verizon-supplied equipment must be returned or an equipment fee applies.
2. The Spanish Language package cannot be combined with La Conexión. 30-day minimum billing period required for all packages.
3. 30-day minimum billing period required for all Premiums.
4. A service repair visit charge is assessed when a technician visit is required for general service education, to repair problems related to in-home wiring, or to connect or reconnect the service to customer-owned equipment. A service visit charge is not assessed when the repair or maintenance is related to the service itself or Verizon-owned equipment.
5. Prices do not include taxes, franchise fees and other charges paid to federal, state and local governments.
6. A Regional Sports Network Fee of \$2.42 applies monthly to Prime HD, Extreme HD, Ultimate HD and La Conexión packages.
7. Shipping fees may apply.

Service/program availability varies by location and the number of channels within each package is an approximation. Pricing applies to residential use only within the United States and is subject to change. Taxes, franchise fees and other terms apply. ©2013 Verizon.

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CCF13010-AIITVRates-9/13



FiOS®

TV Rates & Packages

National Rates effective September 2013

FiOS

There are a wealth of entertainment choices to go along with your current Verizon FIOS TV package. And, since we're always adding new options, go to verizon.com/fios to see the latest choices available to you.

Digital Service ¹	Number of Channels	Monthly Price ^{1,4}
FIOS TV Local	15-35	\$12.99
FIOS TV Select HD	Approximately 60	\$49.99
FIOS TV Prime HD	Approximately 270	\$64.99
FIOS TV Extreme HD	Approximately 340	\$74.99
FIOS TV Ultimate HD	Approximately 390	\$89.99
La Conexión	Approximately 180	\$54.99

For just a few dollars extra, you can enjoy more of your favorite programming.

Premium Sports Channels	Monthly Price ⁵
Sports Pass	\$9.99
ESPN 3D	\$9.99
Fox Soccer Plus	\$14.99

Premium Channels & Packages ²	Monthly Price ⁵
Cinemax ⁶	\$15.99
EPIX ⁷	\$15.99
SHOWTIME ⁸	\$15.99
SHOWTIME ⁸ , STARZ ⁹ Entertainment Pack + EPIX	\$28.99
HBO ¹⁰	\$19.99
HBO + Cinemax	\$29.99
here!	\$8.99
Fully Loaded Entertainment Pack (SHOWTIME STARZ Entertainment Pack + HBO, Cinemax, EPIX)	\$48.99
Playboy + Playboy en Español	\$16.99
SHOWTIME STARZ Entertainment Pack (SHOWTIME ⁸ , STARZ ⁹ , TMC, FLIX, Encore, Indieplex, Retroplex)	\$19.99
SHOWTIME STARZ Entertainment Pack for Ultimate HD (adds STARZ/Encore to FIOS TV Ultimate HD bundle)	\$13.99
STARZ ⁹	\$15.99
Spanish Language Package ²	\$14.99

International Premiums ¹	Monthly Price ⁴
International Premium Channels	Individually Priced

Video On Demand (VOD) and Pay Per View (PPV)	Monthly Price ⁴
On Demand Movies and Games	Varies

On Demand Subscriptions	Monthly Price ⁴
Anime Network	\$6.99
Bollywood TV, Music & Movies	\$7.99
Disney Family Movies	\$5.99

ESPN Full Court — NCAA Basketball	Varies
ESPN GamePlan — NCAA Football	Varies
Karaoke	\$7.99
Gaiam TV	\$7.99
MLB Extra Innings ¹¹	Varies
MLS Direct Kick	Varies
NBA League Pass	Varies
NHL Center Ice	Varies
NFL RedZone	Varies
The Jewish Channel	\$5.99
Too Much for TV!	\$14.99
WWE 24/7	\$9.99

Equipment	Monthly Price ⁴
CableCARD	\$4.99
Digital Adapter	\$5.99
HD Home Media DVR (features Multi-Room DVR)	\$19.99
High-Definition Digital Video Recorder (includes HD channels)	\$16.99
Set Top Box (includes HD channels)	Up to \$11.99

Initial Installation	One-Time Charges
Additional Outlet/Set Top Box Connection (per existing outlet)	\$29.99
Existing Outlet Connection (up to 3)	FREE
FIOS Activation Fee	\$69.99
New Outlet Install/Existing Outlet Rewire (per outlet)	\$64.99
Outlet Relocation (per outlet)	\$64.99

Subsequent Installations/Charges	One-Time Charges
New Outlet Install/Existing Outlet Rewire (per outlet, plus \$89.99 Tech Visit Charge)	\$64.99
Existing Outlet Connection (per outlet, plus \$89.99 Tech Visit Charge)	\$29.99
Service Repair Visit Charge ¹² (for the first 1/2 hr.)	\$91.00
Service Repair Visit Charge (for each additional 1/2 hr.)	\$46.00
Set Top Box Addition ⁷ (self-install)	FREE
Set Top Box Retrieval	\$89.99
Tech Visit Charge (additional charges may apply)	\$89.99
Set Top Box Return with equipment drop-off at Verizon authorized locations/UPS locations with prepaid mailer	FREE
Specialty DVR Upgrade (upgrade to expanded storage capacity Set Top Box)	\$49.99
Standard DVR Upgrade	FREE
Set Top Box Add/Upgrade Drop Ship Fee	\$19.99
Set Top Box Return to a designated Verizon Retail Store	\$9.99

Other Services and Charges	One-Time Charges
Seasonal Service Suspension (charged at initiation, 1-6 months)	\$24.99
Unreturned/Damaged — CableCARD	\$100.00

**LEGAL NOTICE
CITY OF GLEN COVE, NY
SCHEDULING
A PUBLIC HEARING
FOR AWARDING A FRANCHISE
TO VERIZON TO PROVIDE
CABLE TELEVISION SERVICES**

PLEASE TAKE NOTICE that a public hearing will be held by the City Council of the City of Glen Cove at 7:30 P.M. on November 12, 2013 and November 26, 2013 at Glen Cove City Hall Main Chambers, 9 Glen Street, Glen Cove, New York 11542, for the purpose of considering a proposed initial franchise agreement for cable television service in Glen Cove with Verizon New York Inc. Copies of the franchise application and of the proposed franchise agreement are on file at City Hall and may be viewed during normal business hours, between 9:00 A.M. and 5:00 P.M., Monday-Friday. All interested persons will have the opportunity to be heard during the Public Hearing.

Tina Pemberton,
City Clerk

Tab 3

From: Goldstein, Pamela N
Sent: Monday, November 25, 2013 5:19 PM
To: vptpc_office1@verizon.net; VinnyTaranto
Cc: rsuozzi@cityofglencoveny.org; Maureen Basdavanos; Tina Pemberton; Shine, Laura A; Goldstein, Pamela N; 'Paul Trane - KHL' (ptrane@kerbeyharrington.com) (ptrane@kerbeyharrington.com)
Subject: Cable Franchise Agreement by and between the City of Glen Cove and Verizon New York Inc.
Attachments: 11-25-13 Cable Franchise Agreement by and between the City of Glen Cove and Verizon New York Inc..pdf

Dear Vinny,

As we discussed, attached is the revised *Cable Franchise Agreement by and between the City of Glen Cove and Verizon New York Inc.*

I draw your attention to the changes that Verizon made to address the City's concerns in the following sections – 2.7 (*Construction of Agreement – deletion of 2.7.3*), 6.1 (*Franchise Fees*), 7.2 (*Records Required*), 8.2.1 (*Indemnification*), and 12.4 (*Force Majeure – deletion of 12.4.1*). Verizon also added provisions concerning the identification of employees (12.19) and periodic performance reviews (12.20) at the City's request.

Kindly ensure that the revised Agreement is circulated to the Councilmembers in advance of the public hearing tomorrow so that they have the opportunity to review the document.

Please let me know if you have any questions. We look forward to seeing you tomorrow.

Best regards,
Pamela

Pamela N. Goldstein
Assistant General Counsel
VERIZON
500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595
T (914) 801-9770
M (646) 872-1934

Cable Franchise Agreement

by and between

the City of Glen Cove

and

Verizon New York Inc.

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EXHIBITS

Exhibit A: Franchise Area

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Glen Cove, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area which transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an

actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: Shall be those premises within the jurisdictional area of the LFA, or within such additional areas as may be annexed or acquired, that Franchisee shall have passed with its FTTP Network facilities, as generally illustrated in Exhibit A.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

1.16.1.1 Basic Service;

1.16.1.2 all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; and

1.16.1.3 pay Cable Services over the Cable System.

1.16.2 Gross Revenue shall not include:

1.16.2.1 Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers;

1.16.2.2 revenues from the sale or lease of access channel(s) or channel capacity;

1.16.2.3 compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel;

1.16.2.4 a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area;

1.16.2.5 revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2.6 bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

1.16.2.7 refunds, rebates or discounts made to Subscribers or other third parties;

1.16.2.8 any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System;

1.16.2.9 the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer;

1.16.2.10 the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA;

1.16.2.11 any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.2.12 any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

1.16.2.13 sales of capital assets or sales of surplus equipment;

1.16.2.14 program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

1.16.2.15 directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.2.16 any fees or charges collected from Subscribers or other third parties for any PEG Grant or franchise grant payments; and

1.16.2.17 except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchise Authority (LFA)*: The City of Glen Cove, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.22. *NY PSC*: The New York Public Service Commission.

1.23. *PEG*: Public, Educational, and Governmental.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee’s express permission.

1.28. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise*:

1.30.1. Any transaction in which:

1.30.1.1. a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.30.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.30.2. However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The

Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network. If the LFA schedules a public hearing concerning the renewal of any existing cable television franchise agreement, the LFA shall so notify Franchisee on the same date that notice of said public hearing is published.

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.8. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10. *Restoration of Subscriber Premises:* To the extent practicable, the Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers within residential areas of the Franchise Area and may make Cable Service available to businesses in the Franchise Area within twelve (12) months and shall offer Cable Service to all residential areas of the Franchise Area within five (5) years of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; and (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* The System shall provide for a minimum channel capacity of not less than seventy-seven (77) Channels on the Effective Date.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and the State of New York, including the NY PSC’s rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, “PEG Channels”).

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Grant:* The Franchisee shall pay a one-time grant to the LFA for use in support of the production of local PEG programming in the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000) (the “PEG Grant”), which shall be payable within sixty (60) days of the Effective Date. The PEG Grant shall be used by the LFA solely for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA agrees that it shall impose, at a minimum, the same total PEG Grant payment obligation in the franchise agreements of any new Cable Service providers in the Franchise Area.

5.3. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of

defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.4. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the PEG Grant payment or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"), provided, however, that at such time as the LFA requires all Cable Service providers in the Franchise Area to pay a Franchise Fee of greater than five percent (5%) and it is permitted by law, the LFA shall be entitled, upon ninety (90) days' written notice to Franchisee, to require Franchisee to pay such higher amount, and Franchisee agrees to pay such higher amount on a going forward basis, so long as other Cable Service providers in the Franchise Area are required to pay the same Franchise Fee percentage that is imposed upon Franchisee; provided, further, that if at any time any Cable Service provider in the Franchise Area pays a lower percentage of Franchise Fee than Franchisee is paying, then the LFA shall promptly notify Franchisee and Franchisee shall be entitled to pay the lowest percentage of Franchise Fee being paid by any Cable Service provider in the Franchise Area. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

7. **REPORTS AND RECORDS**

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

8.1.2. The LFA shall be included as an additional insured under the General Liability and Automobile Liability policies as their interests may appear.

8.1.3. Each of the required insurance policies shall be with insurers authorized or permitted to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.4. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claims for royalties, programming license fees, or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels, provided that the LFA shall give Franchisee timely written notice of the LFA's request for indemnification, but in any event, the LFA shall provide such notice to Franchisee within a sufficient period of time from receipt of a claim or action pursuant to this Subsection to enable Franchisee to timely answer complaints, raise defenses and defend all claims. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. **TRANSFER OF FRANCHISE**

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other

qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the “Noncompliance Notice”).

11.2. *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such

noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine

whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned. The LFA shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1. Notices to Franchisee shall be mailed to:

John F. Raposa
Senior Vice President & General Counsel
Verizon
One Verizon Way
VC43E010
Basking Ridge, New Jersey 07920

12.5.2. Notices to the LFA shall be mailed to:

Mayor
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

12.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement. The LFA acknowledges and agrees that the Franchisee is subject solely to the terms and conditions of this Agreement with respect to the provision of Cable Service over Franchisee's Cable System, and that in the event that any local ordinances, rules, and regulations ("Local Law") exist or are adopted in the future by the LFA relating to services provided by Franchisee pursuant to this Agreement, that Franchisee is not subject to any such Local Law.

12.7. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law.

12.8. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.18. *LFA Official:* The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.19. *Identification of Franchisee's Employees and Subcontractors:* Franchisee will require each employee of Franchisee who routinely comes into contact with members of the public at their places of residence to wear a picture identification card clearly indicating his or her employment with Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the

public. Franchisee will require each employee of any contractor or subcontractor of Franchisee who routinely comes into contact with members of the public at their places of residence to wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of Franchisee.

12.20. *Performance Review*: The LFA may, at its discretion but not more than once per year, hold an informal performance evaluation session (the “Performance Review”) that is not open to the public to review Franchisee’s compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by the Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least thirty (30) business days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation (the “Performance Review Report”) setting forth its determinations regarding Franchisee’s compliance with the terms and conditions of this Franchise. The Performance Review Report shall not contain any confidential information disclosed by the Franchisee during the Performance Review.

12.21. *No Waiver of LFA’s Rights*: Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA’s rights under applicable federal and state law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____, 2013.

LFA:

CITY OF GLEN COVE

By _____

Name: Ralph V. Suozzi

Title: Mayor

FRANCHISEE:

VERIZON NEW YORK INC.

Approved as to form:

By _____

Name:

Title:

Marie C. Lasota

Associate General Counsel, Verizon

Date _____

EXHIBITS

Exhibit A: Franchise Area

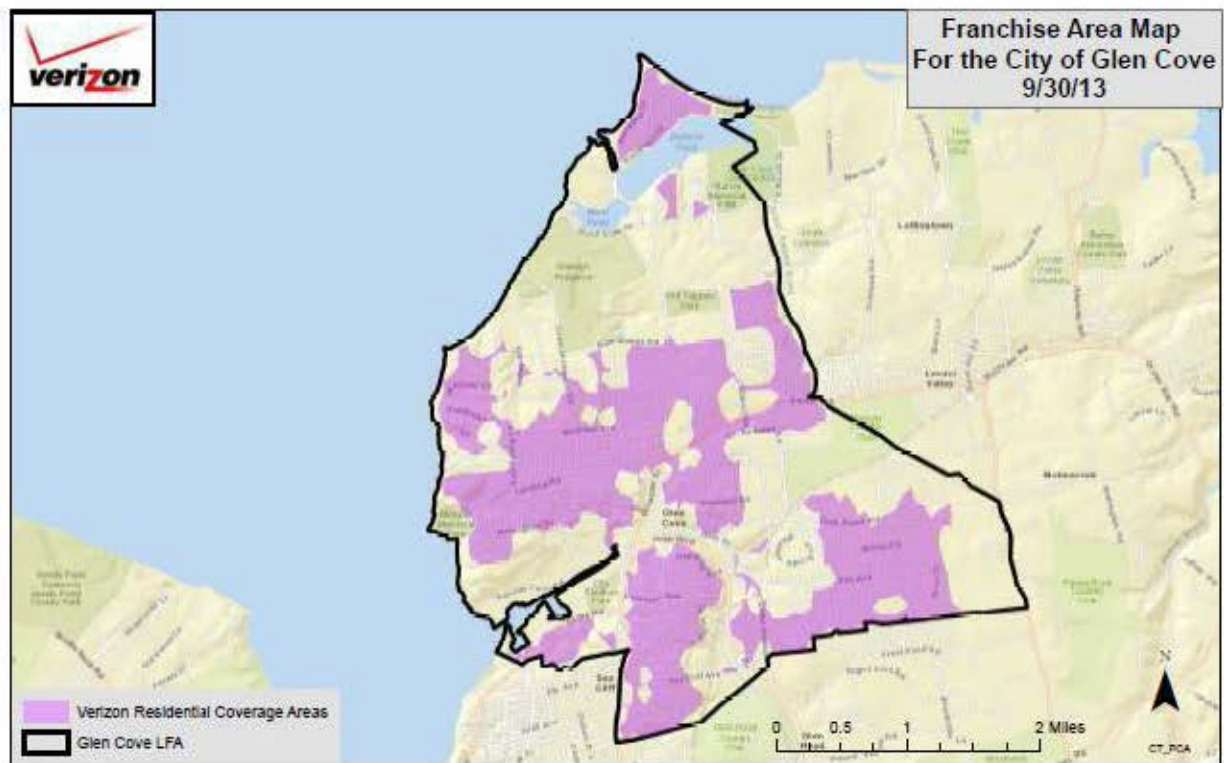
EXHIBIT A

FRANCHISE AREA

A map of the Franchise Area is attached hereto for the sole purpose of illustration. For the avoidance of doubt, the Franchise Area does not include any islands or areas occupied by bodies of water.

Franchisee's FTTP Network currently passes 100% of the current households in the Franchise Area.

At present, Franchisee's anticipated schedule for making Cable Service available (with schedule dates measured from the month that the NY PSC issues the confirmation order approving this Franchise) calls for 82% availability at 6 months, 83% availability at 12 months, 84% availability at 18 months, 87% availability at 24 months, 89% availability at 30 months, 92% availability at 36 months, 94% availability at 42 months, 96% availability at 48 months, 98% availability at 54 months, and 100% availability at 60 months. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.



Tab 4

From: Goldstein, Pamela N
Sent: Monday, March 10, 2014 1:59 PM
To: TPemberton@cityofglencoveny.org; 'Charles McQuair' (CMcQuair@cityofglencoveny.org)
Cc: Goldstein, Pamela N
Subject: Cable Franchise Agreement by and between The City of Glen Cove and Verizon New York Inc.
Attachments: 3-10-14 Proposed CFA by and between the City of Glen Cove and Verizon New York Inc..pdf

Dear Tina and Charles,

Attached is the revised Agreement reflecting the change from 2013 to 2014 in the footer and the replacement of Mayor Suozzi with Mayor Spinello on the signature page. There are no other changes.

Looking forward to seeing you both tomorrow evening.

Best regards,
Pamela

Pamela N. Goldstein
Assistant General Counsel
VERIZON
500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595
T (914) 801-9770
M (646) 872-1934

Cable Franchise Agreement

by and between

the City of Glen Cove

and

Verizon New York Inc.

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EXHIBITS

Exhibit A: Franchise Area

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Glen Cove, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area which transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an

actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: Shall be those premises within the jurisdictional area of the LFA, or within such additional areas as may be annexed or acquired, that Franchisee shall have passed with its FTTP Network facilities, as generally illustrated in Exhibit A.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

1.16.1.1 Basic Service;

1.16.1.2 all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; and

1.16.1.3 pay Cable Services over the Cable System.

1.16.2 Gross Revenue shall not include:

1.16.2.1 Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers;

1.16.2.2 revenues from the sale or lease of access channel(s) or channel capacity;

1.16.2.3 compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel;

1.16.2.4 a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area;

1.16.2.5 revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2.6 bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

1.16.2.7 refunds, rebates or discounts made to Subscribers or other third parties;

1.16.2.8 any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System;

1.16.2.9 the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer;

1.16.2.10 the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA;

1.16.2.11 any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.2.12 any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

1.16.2.13 sales of capital assets or sales of surplus equipment;

1.16.2.14 program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

1.16.2.15 directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.2.16 any fees or charges collected from Subscribers or other third parties for any PEG Grant or franchise grant payments; and

1.16.2.17 except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchise Authority (LFA)*: The City of Glen Cove, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.22. *NY PSC*: The New York Public Service Commission.

1.23. *PEG*: Public, Educational, and Governmental.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee’s express permission.

1.28. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise*:

1.30.1. Any transaction in which:

1.30.1.1. a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.30.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.30.2. However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The

Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network. If the LFA schedules a public hearing concerning the renewal of any existing cable television franchise agreement, the LFA shall so notify Franchisee on the same date that notice of said public hearing is published.

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.8. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10. *Restoration of Subscriber Premises:* To the extent practicable, the Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers within residential areas of the Franchise Area and may make Cable Service available to businesses in the Franchise Area within twelve (12) months and shall offer Cable Service to all residential areas of the Franchise Area within five (5) years of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; and (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* The System shall provide for a minimum channel capacity of not less than seventy-seven (77) Channels on the Effective Date.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and the State of New York, including the NY PSC’s rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, “PEG Channels”).

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Grant:* The Franchisee shall pay a one-time grant to the LFA for use in support of the production of local PEG programming in the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000) (the “PEG Grant”), which shall be payable within sixty (60) days of the Effective Date. The PEG Grant shall be used by the LFA solely for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA agrees that it shall impose, at a minimum, the same total PEG Grant payment obligation in the franchise agreements of any new Cable Service providers in the Franchise Area.

5.3. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of

defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.4. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the PEG Grant payment or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"), provided, however, that at such time as the LFA requires all Cable Service providers in the Franchise Area to pay a Franchise Fee of greater than five percent (5%) and it is permitted by law, the LFA shall be entitled, upon ninety (90) days' written notice to Franchisee, to require Franchisee to pay such higher amount, and Franchisee agrees to pay such higher amount on a going forward basis, so long as other Cable Service providers in the Franchise Area are required to pay the same Franchise Fee percentage that is imposed upon Franchisee; provided, further, that if at any time any Cable Service provider in the Franchise Area pays a lower percentage of Franchise Fee than Franchisee is paying, then the LFA shall promptly notify Franchisee and Franchisee shall be entitled to pay the lowest percentage of Franchise Fee being paid by any Cable Service provider in the Franchise Area. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

7. **REPORTS AND RECORDS**

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

8.1.2. The LFA shall be included as an additional insured under the General Liability and Automobile Liability policies as their interests may appear.

8.1.3. Each of the required insurance policies shall be with insurers authorized or permitted to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.4. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claims for royalties, programming license fees, or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels, provided that the LFA shall give Franchisee timely written notice of the LFA's request for indemnification, but in any event, the LFA shall provide such notice to Franchisee within a sufficient period of time from receipt of a claim or action pursuant to this Subsection to enable Franchisee to timely answer complaints, raise defenses and defend all claims. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. **TRANSFER OF FRANCHISE**

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other

qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the “Noncompliance Notice”).

11.2. *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such

noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine

whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned. The LFA shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1. Notices to Franchisee shall be mailed to:

John F. Raposa
Senior Vice President & General Counsel
Verizon
One Verizon Way
VC43E010
Basking Ridge, New Jersey 07920

12.5.2. Notices to the LFA shall be mailed to:

Mayor
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

12.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement. The LFA acknowledges and agrees that the Franchisee is subject solely to the terms and conditions of this Agreement with respect to the provision of Cable Service over Franchisee's Cable System, and that in the event that any local ordinances, rules, and regulations ("Local Law") exist or are adopted in the future by the LFA relating to services provided by Franchisee pursuant to this Agreement, that Franchisee is not subject to any such Local Law.

12.7. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law.

12.8. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.18. *LFA Official:* The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.19. *Identification of Franchisee's Employees and Subcontractors:* Franchisee will require each employee of Franchisee who routinely comes into contact with members of the public at their places of residence to wear a picture identification card clearly indicating his or her employment with Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the

public. Franchisee will require each employee of any contractor or subcontractor of Franchisee who routinely comes into contact with members of the public at their places of residence to wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of Franchisee.

12.20. *Performance Review*: The LFA may, at its discretion but not more than once per year, hold an informal performance evaluation session (the “Performance Review”) that is not open to the public to review Franchisee’s compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by the Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least thirty (30) business days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation (the “Performance Review Report”) setting forth its determinations regarding Franchisee’s compliance with the terms and conditions of this Franchise. The Performance Review Report shall not contain any confidential information disclosed by the Franchisee during the Performance Review.

12.21. *No Waiver of LFA’s Rights*: Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA’s rights under applicable federal and state law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____, 2014.

LFA:

CITY OF GLEN COVE

By _____

Name: Reginald A. Spinello

Title: Mayor

FRANCHISEE:

VERIZON NEW YORK INC.

Approved as to form:

By _____

Name:

Title:

Pamela N. Goldstein

Assistant General Counsel, Verizon

Date _____

EXHIBITS

Exhibit A: Franchise Area

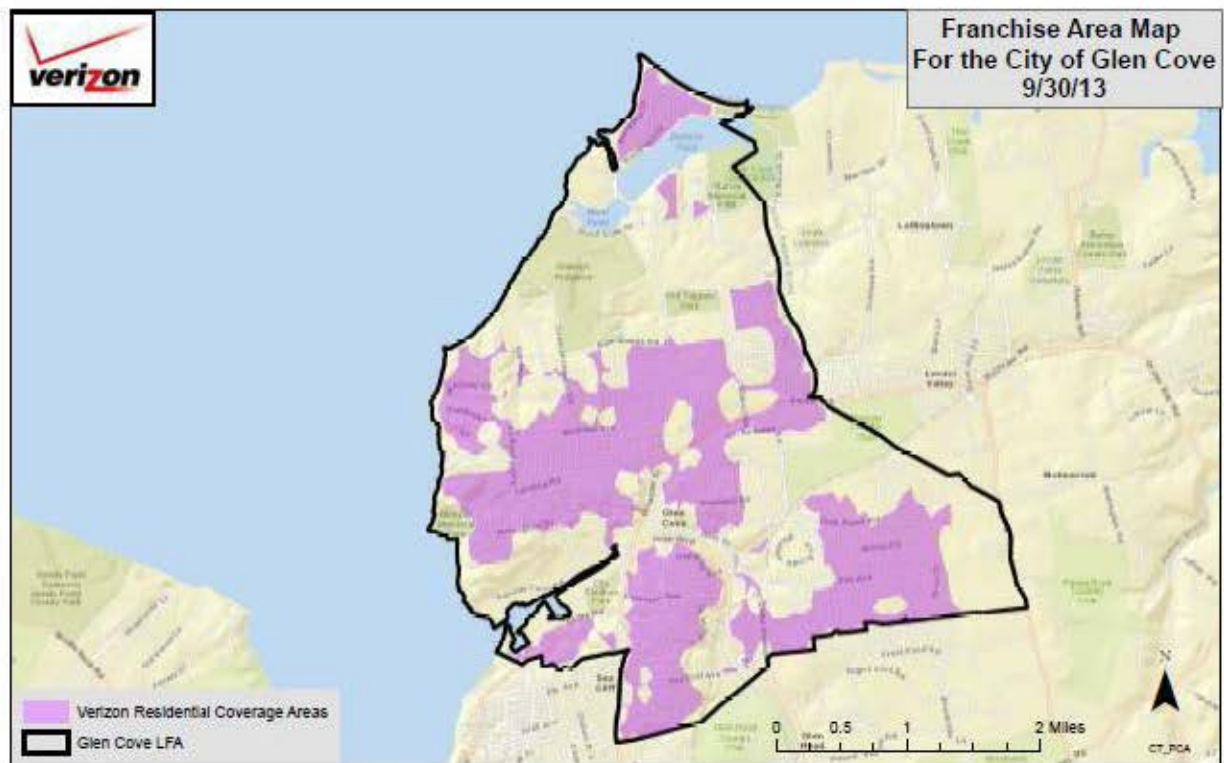
EXHIBIT A

FRANCHISE AREA

A map of the Franchise Area is attached hereto for the sole purpose of illustration. For the avoidance of doubt, the Franchise Area does not include any islands or areas occupied by bodies of water.

Franchisee's FTTP Network currently passes 100% of the current households in the Franchise Area.

At present, Franchisee's anticipated schedule for making Cable Service available (with schedule dates measured from the month that the NY PSC issues the confirmation order approving this Franchise) calls for 82% availability at 6 months, 83% availability at 12 months, 84% availability at 18 months, 87% availability at 24 months, 89% availability at 30 months, 92% availability at 36 months, 94% availability at 42 months, 96% availability at 48 months, 98% availability at 54 months, and 100% availability at 60 months. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.



Tab 5

Cable Franchise Agreement

by and between

the City of Glen Cove

and

Verizon New York Inc.

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EXHIBITS

Exhibit A: Franchise Area

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Glen Cove, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area which transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an

actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: Shall be those premises within the jurisdictional area of the LFA, or within such additional areas as may be annexed or acquired, that Franchisee shall have passed with its FTTP Network facilities, as generally illustrated in Exhibit A.

1.14. *Franchisee*: Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

1.16.1.1 Basic Service;

1.16.1.2 all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; and

1.16.1.3 pay Cable Services over the Cable System.

1.16.2 Gross Revenue shall not include:

1.16.2.1 Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers;

1.16.2.2 revenues from the sale or lease of access channel(s) or channel capacity;

1.16.2.3 compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel;

1.16.2.4 a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area;

1.16.2.5 revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2.6 bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected);

1.16.2.7 refunds, rebates or discounts made to Subscribers or other third parties;

1.16.2.8 any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System;

1.16.2.9 the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer;

1.16.2.10 the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA;

1.16.2.11 any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.2.12 any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue);

1.16.2.13 sales of capital assets or sales of surplus equipment;

1.16.2.14 program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

1.16.2.15 directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.2.16 any fees or charges collected from Subscribers or other third parties for any PEG Grant or franchise grant payments; and

1.16.2.17 except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchise Authority (LFA)*: The City of Glen Cove, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.22. *NY PSC*: The New York Public Service Commission.

1.23. *PEG*: Public, Educational, and Governmental.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee’s express permission.

1.28. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise*:

1.30.1. Any transaction in which:

1.30.1.1. a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.30.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.30.2. However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The

Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network. If the LFA schedules a public hearing concerning the renewal of any existing cable television franchise agreement, the LFA shall so notify Franchisee on the same date that notice of said public hearing is published.

2.5. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.8. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10. *Restoration of Subscriber Premises:* To the extent practicable, the Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers within residential areas of the Franchise Area and may make Cable Service available to businesses in the Franchise Area within twelve (12) months and shall offer Cable Service to all residential areas of the Franchise Area within five (5) years of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; and (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* The System shall provide for a minimum channel capacity of not less than seventy-seven (77) Channels on the Effective Date.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and the State of New York, including the NY PSC’s rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, “PEG Channels”).

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Grant:* The Franchisee shall pay a one-time grant to the LFA for use in support of the production of local PEG programming in the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000) (the “PEG Grant”), which shall be payable within sixty (60) days of the Effective Date. The PEG Grant shall be used by the LFA solely for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA agrees that it shall impose, at a minimum, the same total PEG Grant payment obligation in the franchise agreements of any new Cable Service providers in the Franchise Area.

5.3. *Annual Franchise Grant:* The Franchisee shall pay an annual franchise grant to the LFA in the aggregate amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000), which shall be payable in ten (10) equal TWO THOUSAND ONE HUNDRED

DOLLAR (\$2,100) installments within thirty (30) days of the anniversary of the Effective Date in each of years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

5.4. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.5. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the PEG Grant payment or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"), provided, however, that at such time as the LFA requires all Cable Service providers in the Franchise Area to pay a Franchise Fee of greater than five percent (5%) and it is permitted by law, the LFA shall be entitled, upon ninety (90) days' written notice to Franchisee, to require Franchisee to pay such higher amount, and Franchisee agrees to pay such higher amount on a going forward basis, so long as other Cable Service providers in the Franchise Area are required to pay the same Franchise Fee percentage that is imposed upon Franchisee; provided, further, that if at any time any Cable Service provider in the Franchise Area pays a lower percentage of Franchise Fee than Franchisee is paying, then the LFA shall promptly notify Franchisee and Franchisee shall be entitled to pay the lowest percentage of Franchise Fee being paid by any Cable Service provider in the Franchise Area. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required:* Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the

date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

8.1.2. The LFA shall be included as an additional insured under the General Liability and Automobile Liability policies as their interests may appear.

8.1.3. Each of the required insurance policies shall be with insurers authorized or permitted to do business in the State of New York, with an A- or better rating for

financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.4. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claims for royalties, programming license fees, or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels, provided that the LFA shall give Franchisee timely written notice of the LFA's request for indemnification, but in any event, the LFA shall provide such notice to Franchisee within a sufficient period of time from receipt of a claim or action pursuant to this Subsection to enable Franchisee to timely answer complaints, raise defenses and defend all claims. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. **TRANSFER OF FRANCHISE**

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned. The LFA shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.5. *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1. Notices to Franchisee shall be mailed to:

John F. Raposa
Senior Vice President & General Counsel
Verizon
One Verizon Way
VC43E010
Basking Ridge, New Jersey 07920

12.5.2. Notices to the LFA shall be mailed to:

Mayor
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

12.6. *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement. The LFA acknowledges and agrees that the Franchisee is subject solely to the terms and conditions of this Agreement with respect to the provision of Cable Service over Franchisee's Cable System, and that in the event that any local ordinances, rules, and regulations ("Local Law") exist or are adopted in the future by the LFA relating to services provided by Franchisee pursuant to this Agreement, that Franchisee is not subject to any such Local Law.

12.7. *Amendments and Modifications*: Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law.

12.8. *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.18. *LFA Official:* The Mayor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.19. *Identification of Franchisee's Employees and Subcontractors:* Franchisee will require each employee of Franchisee who routinely comes into contact with members of the public at their places of residence to wear a picture identification card clearly indicating his or her employment with Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Franchisee will require each employee of any contractor or subcontractor of Franchisee who routinely comes into contact with members of the public at their places of residence to wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of Franchisee.

12.20. *Performance Review:* The LFA may, at its discretion but not more than once per year, hold an informal performance evaluation session (the "Performance Review") that is not open to the public to review Franchisee's compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by the Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least thirty (30) business days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation (the "Performance Review Report") setting forth its determinations regarding Franchisee's compliance with the terms and conditions of this Franchise. The Performance Review Report shall not contain any confidential information disclosed by the Franchisee during the Performance Review.

12.21. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____, 2014.

LFA:

CITY OF GLEN COVE

By _____

Name: Reginald A. Spinello

Title: Mayor

FRANCHISEE:

VERIZON NEW YORK INC.

Approved as to form:

By _____

Name:

Title:

Pamela N. Goldstein

Assistant General Counsel, Verizon

Date _____

EXHIBITS

Exhibit A: Franchise Area

EXHIBIT A

FRANCHISE AREA

A map of the Franchise Area is attached hereto for the sole purpose of illustration. For the avoidance of doubt, the Franchise Area does not include any islands or areas occupied by bodies of water.

Franchisee's FTTP Network currently passes 100% of the current households in the Franchise Area.

At present, Franchisee's anticipated schedule for making Cable Service available (with schedule dates measured from the month that the NY PSC issues the confirmation order approving this Franchise) calls for 82% availability at 6 months, 83% availability at 12 months, 84% availability at 18 months, 87% availability at 24 months, 89% availability at 30 months, 92% availability at 36 months, 94% availability at 42 months, 96% availability at 48 months, 98% availability at 54 months, and 100% availability at 60 months. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.

