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**CABLE FRANCHISE RENEWAL AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF BROOKHAVEN, NEW YORK**  
**AND**  
**SUFFOLK CABLE CORPORATION**

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Brookhaven, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Suffolk Cable Corporation, a corporation duly authorized to do business in the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its 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 completed the upgrade of its existing telecommunications and information services network (“Fiber Network”) in the Franchise Area which transmits both the Cable and Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

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

WHEREAS, the LFA has identified the past performance of the Franchisee and 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 is in material compliance with its existing franchise and applicable law and that its Cable System is 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 continue 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;

WHEREAS, the LFA has determined that the terms and conditions contained in this Franchise comply with and satisfy the requirements of its local ordinances, rules, and regulations with respect to the provision of Cable Service; 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; and,

NOW, THEREFORE, in consideration of the LFA’s grant of a renewal franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise/Service

*Town of Brookhaven  
September 29, 2023*

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*: The tier of Cable Service which includes, at a minimum, the retransmission of primary local television broadcast signals provided to any Subscriber and any PEG Channels required by applicable law, and which may also include any additional video programming signals as determined by Franchisee.

1.4 *Bundled Service*: The offering of Cable Services with any Non-Cable Service offering for a single aggregate price.

1.5 *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.

1.6 *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.

1.7 *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.

1.8 *Channel*: a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel.

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

1.10 *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.

1.11 *Educational Access Channel*: An Access Channel required by this Agreement to be designated by the Franchisee for noncommercial use 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 as specified by the LFA.

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

1.13 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control that directly or indirectly results in Franchisee's non-compliance with, or delay in the performance of, any obligation hereunder. This may include, 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 resulting from unaffiliated utility providers failure to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14 *Franchise Area*: The entire existing territorial limits of the LFA and such additional areas as may be annexed or acquired, during the term of this Franchise. The term "Franchise Area" shall not include the area of any incorporated village within the Town of Brookhaven.

1.15 *Franchisee*: Suffolk Cable Corporation and its lawful and permitted successors, assigns and transferees.

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

1.17 *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, as defined herein and as may be amended under federal law, in the Service Area.

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

(i) Basic Service;

(ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service 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;

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

(iv) fees from pay-per-view and video on demand Cable Service; and

(v) 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, subject to the exceptions below. Gross Revenue includes 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 Service Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to Section 12.20 of this Agreement, for the purpose of calculating Franchise Fees paid to the LFA, Gross Revenue shall include Cable Service Subscriber revenue in the Franchise Area from DVR functionality.

Except as provided above, Gross Revenue shall not include:

(i) Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers

(ii) 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;

(iii) 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);

(iv) refunds, rebates or discounts made to Subscribers or other third parties;

(v) any revenues classified 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. Should revenue from Telecommunications or Information Services, or any other service provided over the Cable System be deemed a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment, provided that no such amendment shall be made to this Agreement until such time as all other Cable Service



providers operating within the Franchise Area are also required to provide revenue from such service to the LFA as gross revenue (as defined in the franchise agreements of such other Cable Service providers);

(vi) 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, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue;

(vii) 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;

(viii) the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

(ix) 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);

(x) 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 and public institutions or other institutions designated in the Franchise (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);

(xi) sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming;

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

(xiii) any fees or charges collected from Subscribers or other third parties for any PEG Grant or Franchise Grant payments used for capital costs.

1.18 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

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

1.20 *Local Franchise Authority (LFA)*: The Town of Brookhaven, New York, or the lawful successor, transferee, or assignee thereof.

1.21 *Non-Cable Services*: Any service that does not constitute Cable Service pursuant to this Franchise including, but not limited to, Information Services and Telecommunications Services.

1.22 *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.

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

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

1.25 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or other legally recognized or governmental entity.

1.26 *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.

1.27 *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.

1.28 *Service Area*: All portions of the Franchise Area, except for any area of the Town of Brookhaven on Fire Island, New York, where Cable Service is being offered as described in Exhibit A attached hereto.

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

1.30 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

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

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

1.32.1.1 a fifty percent ownership or greater 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

1.32.1.2 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.

1.32.1.3 However, notwithstanding Sub-subsections 1.31.1.1 and 1.31.1.2 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.

1.33 *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 or other facility along the Public Rights-of-Way and such other areas within the Franchise Area where authorized by private or public property owners or applicable law, if such authorization is necessary, in order to provide Cable Service and such other services that may be lawfully provided over the Cable System or such other facility.. 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 Fiber Network*: Notwithstanding that, upon delivery of Cable Service, Franchisee's mixed-use facilities become subject to the NY PSC's minimum franchise standards and the LFA's police power, the parties acknowledge that the LFA is not granted, as a consequence thereof, any broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit the LFA's existing authority with respect to the Franchisee's mixed use facilities pursuant to applicable law, including any lawful right to compel relocation of such facilities in the event of road-widenings and other similar adjustments to the Public-Rights-of-Way, consistent with the NY PSC rules and regulations and orders.

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 ten (10) 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. If subsequent to the Effective Date, there is a change in federal or state law that eliminates the authority of the LFA to require, grant or maintain this Franchise, then to the extent permitted by law, this Franchise shall survive such legislation and remain in effect for the term 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 be non-exclusive, and the LFA has granted and 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, except as permitted by applicable law, with existing facilities of the Cable System or Franchisee's Fiber Network.

2.5 *Franchise Subject to Federal and State Law*: Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law and state law and FCC and NY PSC rules, regulations, standards and orders, as amended from time to time, 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 or Federal 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 Local Authority:* The LFA reserves the right to adopt, enact, implement, and enforce, in addition to the implementation and enforcement of the provisions contained in the Franchise and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable, do not restrict or place conditions on the construction, location, or siting of the System (except for generally applicable permitting requirements), and not materially in conflict with the privileges granted in the Franchise and consistent with all federal and state laws, rules, regulations, and orders. Furthermore, to the extent that the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the LFA pursuant to the necessary and reasonable exercise of its police power, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the LFA shall limit the basis of its decision to pedestrian and traffic safety, or other factor(s) as permitted by law. For purposes of this Agreement, “unreasonably delay” shall mean the LFA’s failure to act on a permit application within sixty (60) days of its submission by Franchisee in writing, in which case such permit shall be deemed granted under applicable law.

*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 at Franchisee’s expense.

*2.10 Restoration of Private Property:* The Franchisee shall ensure that private real property is promptly restored to its pre-existing condition, at Franchisee’s expense, if damaged by the Franchisee’s employees or agents or contractors in any respect in connection with the installation, repair, maintenance, or disconnection of Cable Service.

*2.11 LFA Designation of Representative:* The Town Supervisor, or designated representatives or representative of the Supervisor, will be responsible for the continuing administration of the rights and interests of the LFA in the Franchise.

### **3. PROVISION OF CABLE SERVICE**

*3.1 Service Commitment Area:* Franchisee shall continue to offer Cable Service to all residential Subscribers in the Service Area, 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 Service Area; (D) in developments or buildings that are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (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; (G) in areas where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Sub-subsection 3.1.1.1 and Section 3.2; and (H) to Subscribers or prospective Subscribers who refuse to abide by or repeatedly violate the Franchisee’s terms and conditions of service.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line. If, as a result of new construction, an area within the Service Area meets the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

### 3.2 *Availability of Cable Service:*

3.2.1 *Availability of Cable Service Generally:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service 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 aerial trunk or feeder lines not otherwise already served by Franchisee's Fiber 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 or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the Subscriber no more than Franchisee's actual cost. Such costs shall be submitted to said Subscriber in writing before installation is begun.

3.2.2 *No Discrimination in the Availability of Cable Service:* Franchisee shall not deny access to Cable Service to any group of potential residential Subscribers because of the income of the residents of the local area in which such group resides.

3.3 *Cable Service to School, Library, and Municipal Buildings:* Subject to Section 3.1 of the Franchise, and applicable federal law and FCC rules, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each primary or secondary school chartered or licensed by the State of New York, public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in Exhibit B attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however,

that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. During the term of the Agreement and upon sixty (60) days' written notice to Franchisee, the LFA may add up to a total of five (5) new additional facilities or relocate current facilities to existing municipal facilities that currently receive Cable Services, for the provision of Cable Service and equipment based on the terms described in this Section 3.3, provided that each new location and transfer can be served by a standards installation and meets the requirements of Franchisee's voluntary municipal program.

3.4 *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times with the requirements of Section 895.5 of the NY PSC rules and regulations.

#### 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:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 On the Effective Date, the System shall be and active two-way plant designed to provide for a minimum channel capacity of not less than 86 channels, including video-on-demand, pay-per-view, and other premium Cable Services.

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 to the extent required by and permissible under law and voluntarily agreed upon by Franchisee.

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.

4.5 *Parental Control:* Upon request by any Subscriber, and where technologically feasible, the Franchisee shall provide such requesting Subscriber with a parental control device at a reasonable rate to be paid by the Subscriber. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

## **5. PEG SERVICES AND FRANCHISE GRANT**

### *5.1 PEG Set Aside:*

5.1.1 Franchisee shall provide capacity for one (1) dedicated Public Access Channel and one (1) dedicated Educational/Governmental Access Channel (collectively, “PEG Channels”). Unless prohibited by applicable law, the PEG Channels shall be provided on Franchisee’s Basic Service tier.

5.1.2 The programming to be carried on each of the Educational/Governmental Channels will be provided by the LFA, 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, and the public. The LFA hereby authorizes Franchisee to transmit such programming within and outside 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 as provided in the Cable Law, 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 the event that the LFA determines to use PEG capacity, the LFA shall inform Franchisee in accordance with NY PSC rules and regulations.

5.1.3 Franchisee shall provide the technical ability to cablecast live programming from Brookhaven Town Hall by maintaining the existing fiber-optic return line at this location. Franchisee shall also 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. The parties agree that the value of this fiber optic return line is \$96,000.00.

5.1.4 The PEG Channels shall be carried using any transmission technology or format that provides the same technical quality of picture and sound as the majority of the other Channels carried on the Basic Service tier; however, the quality of picture and sound of the PEG Channels is not required to exceed the quality of the source programming provided by the LFA or by the other cable provider through interconnection.

### *5.2 Educational & Governmental Programming Grant:*

5.2.1 Franchisee shall provide to the LFA financial contributions for use in support of the production of local Educational and Governmental programming, which programming shall be provided by the LFA or its designee(s). The financial contributions shall consist of payment of Two Hundred Twenty Two Thousand One Hundred Dollars (\$222,100), payable as follows: Franchisee shall make a payment of One Hundred Eleven Thousand Fifty Dollars (\$111,050) within sixty (60) days after the Effective Date (the “Initial EG Grant”), and an additional payment of One Hundred Eleven Fifty Dollars (\$111,050) within sixty (60) days after the first anniversary of the Effective Date (the “Additional EG Grant”).

5.2.2 The LFA shall impose an equivalent obligation to the obligations contained in Section 5.1 and Section 5.2 above (including the total amount of the Initial EG



Grant and amounts of the Additional EG Grant in Section 5.2.1, and the value of the return lines described in Section 5.1.3 on all new and renewed providers of cable service in the Service Area. In any event, if any new or renewed franchise agreement contains obligations that are lesser than the obligations imposed in Section 5.1 and Section 5.2 above (including the the total amount of the Initial EG Grant, the amounts of the Additional EG Grant in Section 5.2.1, and the value of the return lines described in Section 5.1.3), Franchisee's obligations under Section 5.2 shall thereafter be reduced to an equivalent amount, and to the extent such a reduction is still not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchise may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

5.2.3 The Initial EG Grant and the Additional EG Grant shall be used by LFA as permitted by law.

5.2.4 The LFA shall provide Franchisee with an annual report setting forth a summary of all expenditures for EG access equipment and facilities from the EG Grants paid to the LFA and the amounts, if any, reserved for future capital expenditures for such purposes.

5.3 *Indemnity for EG*: The LFA shall require all local producers and users of any of the EG 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 EG facility or Channel. The LFA shall establish rules and regulations for use of EG 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 an Initial PEG Grant, Annual PEG Grant, and Franchise Grant, 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 forgoing, 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**

6.2 *Payment to LFA*: Beginning sixty (60) days after the effective date of this Agreement, 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. Late payments shall be subject to interest charges computed from the due date, at the then-current rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) during the period such unpaid amount is owed.

6.1.1. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

6.3 *Supporting Information* A brief report prepared by a representative of Franchisee, as designated by Franchisee, showing the basis for the Franchise Fee computation shall be provided to the LFA.

6.4 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for the commencement of any action for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

6.5 *Bundled Services:* If Franchisee provides a Bundled Service to Subscribers, 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. The parties agree that tariffed telecommunication service rates that cannot be discounted by law or by regulation are to be excluded from the bundled discount allocation basis. The Franchisee will allocate the bundled discount such that the discount allocated to Cable Service revenues will not exceed the amount which would be allocated to Cable Service revenue on a pro rata basis, where pro rata allocation of bundled discounts is commercially practical for any bundled offering.

6.5.1 *Audit of Franchise Fee Payments:* Subject to the confidentiality requirements set forth in Section 7.1 of this Franchise, Franchisee shall be responsible for making available to the LFA for inspection and audit, at a mutually agreed upon location in the Town of Brookhaven, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Services operation in the LFA subject to the payment of Franchise Fees under this Agreement, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf. Franchisee shall maintain such records for six (6) years, provided that, if the LFA commences an audit within that six (6) year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that six (6) year period. The LFA shall conduct all audits expeditiously, and neither the LFA nor Franchisee shall unreasonably delay the completion of an audit. If re-computation results in additional revenue to be paid to the LFA, such amount shall be subject to interest charges computed from the due date, at the then current rate set forth in Section 5004 of the New York Civil Practice Law and Rules per annum during the period such unpaid amount is owed. If the audit determines that there has been an overpayment by Franchisee, the Franchisee may credit any overpayment against its next quarterly payment. Said audit shall be conducted by an independent third party. The LFA shall not conduct an audit more frequently than once every three (3) years.

## 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 Service Area. Subject to the requirements of the New York Freedom of Information Law ("FOIL"), the LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law and shall only disclose it to employees, representatives, and agents thereof who the LFA deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information; or, other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret, or proprietary, the LFA shall notify Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making disclosure, shall, not inconsistently with the New York Public Officers Law, give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. 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.

7.3 *System-Wide Statistics*: Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

7.4 *Reports*: Franchisee's sole reporting obligation shall be to file those reports required by the Cable Law and this Agreement.

## **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 two million dollars (\$2,000,000) 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 applicable to a standard form general liability policy.

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 and in conformity with all legal requirements of the State of New York.

8.1.1.4 Employers' Liability Insurance at least 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).

8.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance and Employer's Liability Insurance. The commercial general liability insurance, automobile liability, and excess liability or umbrella coverage shall be primary to any other insurance held by the LFA.

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4 Each of the required insurance policies shall be with insurance companies qualified 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. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.5 Franchisee shall deliver to LFA copies of Certificates of Insurance showing evidence of all required coverages under this Agreement on or before the Effective Date and providing for at least thirty (30) days prior written notice to be given to LFA of cancellation, intent not to renew or any adverse material change. In the case of any insurance policy in which the LFA is required to be listed as an additional insured, Franchisee shall also, within such period of time, deliver an appropriate endorsement of each such policy.

## *8.2 Indemnification:*

8.2.1 Franchisee agrees to defend and indemnify the LFA, its officers, agents, and employees for, and hold it or them harmless from all suits, proceedings, actions, demands, liabilities, damages, costs or expenses 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 claim 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 its obligation to indemnify the LFA, 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 be required to indemnify the LFA for any suits, proceedings, actions, demands, damages, liabilities or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, or attorneys, acting in their official capacity on behalf of the LFA or for any activity or function conducted by any Person other than Franchisee on behalf of the LFA 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 if Franchisee shall bear the entire cost of the 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 be responsible for its own acts of willful misconduct, negligence, or willful 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 solely committed on the part 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 acting in their official capacity on behalf of the LFA.

## **9. TRANSFER OF FRANCHISE**

9.1 *LFA Consent Required:* 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.

9.2 *LFA Consent Not Required for Certain Transactions:* No prior consent of the LFA shall be required 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, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.32 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 12.12 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 47 U.S.C. § 546 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 47 U.S.C. § 546 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, and the LFA chooses to pursue compliance, the LFA shall notify Franchisee in writing of the exact nature of the alleged noncompliance (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 timely 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, except that noncompliance in a) making payments for the PEG Grant, the Franchise Grant, and Franchise Fees, b) the maintenance of the required insurance, and c) fulfilling the indemnification requirements shall not be eligible for this subsection 11.2(iii). Upon notification by Franchisee to the LFA of the 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 (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 or commenced to remedy 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 thirty (30) calendar 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 that 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*: If the LFA seeks to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, then 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 the hearing, and Franchisee shall promptly reimburse LFA for the expense of making such verbatim record and transcript up to, but no greater than, Five Thousand Dollars (\$5,000).

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 timely 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. The parties 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, to the extent permitted by law. 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.

11.7 *Removal of facilities:* Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other Federal or State certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.



**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.

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, except that such provision shall survive such preemption and shall remain in effect for the term of this Agreement to the extent permitted 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 and was timely cured by Franchisee.

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:

Altice USA, Inc.  
1 Court Square West  
Long Island City, NY 11101 Attention: Vice President, Government  
Affairs

12.5.2 With a copy to:

Suffolk Cable Corporation  
c/o Altice USA, Inc.  
1 Court Square West  
Long Island City, NY 11101 Attention: Legal Department

12.5.3 Notices to the LFA shall be mailed to:

Supervisor  
Town of Brookhaven  
One Independence Hill  
Farmingville, NY 11738

12.5.4 with a copy to:

Town Attorney  
Town of Brookhaven  
One Independence Hill  
Farmingville, NY 11738

Notwithstanding anything herein to the contrary, regulatory notices from Franchisee to the LFA which are required pursuant to federal or state laws or regulations may be served electronically upon the LFA, instead of by first class mail as described above, to an email address provided by the LFA.

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. The LFA acknowledges and agrees that all the elements of its local ordinances, rules, and regulations with respect to the provision of Cable Service over Franchisee's Cable System ("Local Law") are fully reflected by the terms and conditions of this Agreement and are satisfied by the Franchisee's compliance with the terms and conditions of this Agreement, and in the event of a material conflict between a provision of this Agreement and a provision of the Local Law, this Agreement shall be controlling.

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, sub-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 *Fiber 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 Fiber 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 Fiber Network or to relocate the Fiber 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 and any amendment or modification hereof 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 *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 or any protected category of persons under federal or state law.

12.15 *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.

12.16 *Identification of Franchisee's Employees, Vehicles & Contractors*. The Franchisee shall require all the Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee to wear a clearly visible identification card bearing their name and photograph.

12.16.1 The Franchisee shall make reasonable effort to account for all identification cards at all times.

12.16.2 The Franchisee shall require all the Franchisee representatives to wear appropriate clothing while working at a Subscriber's premises.

12.16.3 The Franchisee shall require that all service vehicles of the Franchisee and its contractors or subcontractors be clearly identified as such to the public. Specifically, the Franchisee vehicles shall be required to have the Franchisee's logo plainly visible. The Franchisee shall require that all contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

12.16.4 Except if prohibited by law written and approved after the effective date of the Agreement regulating door-to-door solicitation or other sales activities undertaken on public or private property within the LFA, including any licensing or permit obligations required for such activities, the obligations set forth in Section 12.16 of this Agreement shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the LFA. Notwithstanding anything herein to the contrary, Franchisee agrees that its employees, agents, contractors and subcontractors shall not enter upon any private property for purposes of solicitation where the property is posted “no soliciting”, or is similarly posted, or where the property is included on a non-solicitation list maintained by the LFA and provided to the Franchisee.

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 Town Supervisor 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.

12.20 *Level Playing Field:*

12.20.1 The parties agree that the terms and conditions of this Agreement are in compliance with the level playing field requirements of the NY PSC.

12.20.2 In the event that the LFA grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The LFA shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the LFA in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the LFA approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization, subject to written acknowledgment of such modification of the Agreement by the LFA issued prior to the effective date of the other franchise, franchise renewal or similar authorization. Such acknowledgment by the LFA shall not be unreasonably withheld or delayed by the LFA, and the Parties agree to negotiate in good faith a resolution of any disputes over the modification of the


Agreement, consistent with applicable law and the Franchise, within thirty (30) days after the LFA's approval of such other franchise, franchise renewal or similar authorization.

12.20.3 In the event that a non-franchised multi-channel video service provides service to residents of the LFA, the Franchisee shall have a right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of this Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition.


12.20.4 Nothing in this Section 12.20 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to section 625 of the Cable Act, 47 U.S.C. Section 545.

AGREED TO THIS 20 DAY OF December, 2023.

**Town of Brookhaven**

By:   
Name: Dan Perez  
Title: Sup

**Suffolk Cable Corporation**

By:   
Name: Chrissy Buteas  
Title: Vice President, Government Affairs  
Date: 2/5/2024

## **EXHIBIT A**

### **SERVICE AREA**

The Service Area is depicted in the map attached to this Exhibit B, and consists of the Franchise Area except for any area of the Town of Brookhaven on Fire Island, New York. The construction of the Franchisee's Fiber Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1 and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area.

**EXHIBIT B**

**MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

<b>SCHOOLS</b>				
<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
<b>BAYPORT-BLUE POINT SCHOOL DISTRICT</b>				
BLUE PT ELEM SCHOOL	212 Blue Point Ave	Blue Point	NY	11715
<b>CENTER MORICHES SCHOOL DISTRICT</b>				
CENTER MORICHES HIGH SCHOOL	311 Frowein Rd	Center Moriches	NY	11934
CENTER MORICHES MIDDLE SCHOOL	311 Frowein Rd	Center Moriches	NY	11934
CLAYTON HUEY ELEM. SCHOOL	511 Main St	Center Moriches	NY	11934
EASTERN SUFFOLK BOCES - RED ROBIN	184 Main St	Center Moriches	NY	11934
LEONARD BURKET CHRISTIAN SCHOOL	34 Oak St	Center Moriches	NY	11934
OUR LADY QUEEN OF APOSTLE	2 Saint Johns Pl	Center Moriches	NY	11934
<b>COMSEWOGUE SCHOOL DISTRICT</b>				
BOYLE RD ELEM. SCHOOL	424 Boyle Rd	Port Jeff Sta	NY	11776
CLINTON AVE ELEM. SCHOOL	140 Clinton Ave	Port Jeff Sta	NY	11776
COMSEWOGUE HS	565 Bicycle Path	Port Jeff Sta	NY	11776
JFK MIDDLE SCHOOL	200 Jayne Blvd	Port Jeff Sta	NY	11776
NORWOOD AVE ELEM. SCHOOL	290 Norwood Ave	Port Jeff Sta	NY	11776
TERRYVILLE ROAD ELEM. SCHOOL	401 Terryville Rd	Port Jeff Sta	NY	11776
NORTH SHORE CHRISTIAN SCHOOL	324 Jayne Blvd	Port Jeff Sta	NY	11776
<b>EAST MORICHES SCHOOL DISTRICT</b>				
EAST MORICHES SCHOOL	9 Adelaide Ave	East Moriches	NY	11940
EAST MORICHES ELEM. SCHOOL	523 Montauk Hwy	East Moriches	NY	11940
<b>EASTPORT/SOUTH MANOR CENTRAL SCHOOL DISTRICT</b>				
DAYTON AVE ELEM. SCHOOL	151 Dayton Ave	Manorville	NY	11949
SOUTH MANOR JR/SR HS	543 Middle Is Rd	Manorville	NY	11949
SOUTH STREET ELEM. SCHOOL	130 South St	Manorville	NY	11949
<b>LONGWOOD CENTRAL SCHOOL DISTRICT</b>				
ADMIN. OFFICE	35 Yaphank Middle Island Rd	Middle Island	NY	11953
LONGWOOD HS	100 Longwood Rd	Middle Island	NY	11953
LONGWOOD JR HS	198 Longwood Rd	Middle Island	NY	11953
LONGWOOD MIDDLE SCHOOL	41 Yaphank-Middle Island Rd	Middle Island	NY	11953
WEST MIDDLE ISLAND ELEM. SCHOOL	30 Sweezy Ln	Middle Island	NY	11953
CHARLES E. WALTERS ELEM SCHOOL	15 Everett Dr	Yaphank	NY	11980
LONGWOOD CENTRAL SCHOOL	138 Main St	Yaphank	NY	11980
TECHNICAL CENTER	21 Everett Dr Back	Yaphank	NY	11980
CORAM ELEM - ANNEX	Coram Mt Sinai	Coram	NY	11727
CORAM ELEM - MAIN	61 Coram Mt Sinai	Coram	NY	11727
RIDGE ELEM SCHOOL	1 Ridge Rd	Ridge	NY	11961
<b>MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT</b>				

ADMIN OFFICE	8 43rd St	Centereach	NY	11720
BICYCLE PATH KINDERGARTEN CNTR	27 North Bicycle Path	Selden	NY	11784
BLDS & GRD MDDL COUNTRY	25 N. Bicycle Path	Selden	NY	11784

NAME	ADDRESS	CITY	T	ZIP
<b>MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT – (CONT'D)</b>				
BOYLE RD SCHOOL	Boyle Rd	Selden	NY	11784
CENTEREACH HS	14 43rd St	Centereach	NY	11720
DAWNWOOD MIDDLE SCHOOL	10 43rd St	Centereach	NY	11720
HAWKINS PATH ELEM SCHOOL	Hawkins Path	Selden	NY	11784
HOLBRK ROAD ELEM. SCH	170 Holbrook Av	Centereach	NY	11720
JERICHO ELEM. SCHOOL	34 N. Coleman Rd	Centereach	NY	11720
N. COLEMAN ELEM SCHOOL	197 N. Coleman Rd	Centereach	NY	11720
NEW LANE ELEM SCHOOL	15 New Ln	Selden	NY	11784
NEWFIELD HIGH SCHOOL	145 Marshall Dr	Selden	NY	11784
OXHEAD ROAD ELEM SCH	144 Oxhead Rd	Centereach	NY	11720
SELDEN MIDDLE SCHOOL	22 Jefferson Ave	Centereach	NY	11720
STAGECOACH ROAD ELEM SCHOOL	205 Dare Rd	Selden	NY	11784
BOCES CTREACH ACAD	28 Wood Rd	Centereach	NY	11720
HOPE LUTHERN SCHOOL	46 Dare Rd	Selden	NY	11784
SAVIOR NEW AMERICAN SCHOOL	140 Mark Tree Rd	Centereach	NY	11720
UNITY DRIVE SCHOOL	11 Unity Dr	Centereach	NY	11720
<b>MILLER PLACE SCHOOL DISTRICT</b>				
ADMIN OFFICE - MILLER PLACE SCHOOL	275a Route 25a	Miller Place	NY	11764
ANDREW MULLER PRIMARY SCHOOL	65 Lower Rocky Pt	Miller Place	NY	11764
LADDLE DECKER SOUND BEACH SCHOOL	197 North Country Rd	Miller Place	NY	11764
MILLER PLACE HS	15 Memorial Dr	Miller Place	NY	11764
N. COUNTRY ROAD MIDDLE SCHOOL	191country Rd N	Miller Place	NY	11764
<b>MOUNT SINAI SCHOOL DISTRICT</b>				
ADMIN OFFICE - MOUNT SINAI SCHOOL	150 North Country Rd	Mount Sinai	NY	11766
MT SINAI ELEM SCHOOL	150 North Country Rd	Mount Sinai	NY	11766
MT SINAI HS	110 North Country Rd	Mount Sinai	NY	11766
MT SINAI MIDDLE SCHOOL	150 North Country Rd	Mount Sinai	NY	11766
<b>PATCHOGUE-MEDFORD SCHOOL DISTRICT</b>				
BARTON ELEM SCHOOL	199 Barton Ave	Patchogue	NY	11772
BAY ELEM SCHOOL	114 Bay Ave	Patchogue	NY	11772
CANAAN ELEM SCHOOL	59 Fry Blvd	Patchogue	NY	11772
EAGLE ELEM SCHOOL	1000 Wave Ave	Medford	NY	11763
MEDFORD ELEM SCHOOL	274 Medford Ave	Patchogue	NY	11772
OREGON MIDDLE SCHOOL	109 Oregon Ave	Medford	NY	11763
PATCHOGUE-MEDFORD HS	181 Buffalo Ave	Medford	NY	11763
RIVER ELEM SCHOOL	46 River Ave	Patchogue	NY	11772



SAPPO SCHOOL	3390 Route 112	Patchogue	NY	11772
SAXTON MIDDLE SCHOOL	121 Saxton St	Patchogue	NY	11772
TREMONT ELEM SCHOOL	145 Tremont Ave	Medford	NY	11763
BOCES	201 Phyllis Dr	Patchogue	NY	11772
BOCES HINES	201 Sunrise Hwy	Patchogue	NY	11772

ROCKY POINT SCHOOL DISTRICT				
FRANK J. CARASITI ELEM SCHOOL	90 Rock Pt Yap Rd	Rocky Point	NY	11778
ROCKY POINT HS	82 Rocky Pt Yap Rd	Rocky Point	NY	11778
ROCKY POINT MIDDLE SCHOOL	76 Rock Pt Yap Rd	Rocky Point	NY	11778
JOSEPH A EDGAR SCHOOL	525 Route 25a Rear	Rocky Point	NY	11778
ST ANTHONY	614 Route 25a	Rocky Point	NY	11778

SACHEM CENTRAL SCHOOL DISTRICT				
ADMIN OFFICE	245 Union Av	Holbrook	NY	11741
CHIPPEWA ELEM SCHOOL	31 Morris Av	Holtsville	NY	11742
GATELOT ELEM SCHOOL	65 Gatelot Av	Ronkonkoma	NY	11779
HIAWATHA ELEM SCHOOL	97 Patchogue Rd	Ronkonkoma	NY	11779
LYNWOOD ELEM SCHOOL	50 Lynwood Av	Farmingville	NY	11738
SACHEM HS - (EAST)	177 Granny Rd	Farmingville	NY	11738
SACHEM HS (NORTH)	212 Smith Rd	Ronkonkoma	NY	11779
SAGAMORE MIDDLE SCHOOL	57 Division St	Holtsville	NY	11742
SAMOSET MIDDLE SCHOOL	51 School St	Ronkonkoma	NY	11779
SEQUOYA MIDDLE SCHOOL	750 Waverly Av	Holtsville	NY	11742
TAMARAC ELEM SCHOOL	50 Spencer Ave	Holtsville	NY	11742
TECUMSEH ELEM SCHOOL	179 Granny Rd	Farmingville	NY	11738
WAVERLY ELEM SCHOOL	1111 Waverly Av	Holtsville	NY	11742
ST JOSEPHS SCHOOL	25 Church St	Ronkonkoma	NY	11779

SHOREHAM-WADING RIVER SCHOOL DISTRICT				
ALBERT G. PRODELL MIDDLE SCHOOL	100 Randall Rd	Shoreham	NY	11786
BRIARCLIFF ROAD SCHOOL	18 Tower Hill Road	Shoreham	NY	11786
MILLER AV SCHOOL	3 Miller Av	Shoreham	NY	11786
SHOREHAM WADING RIVER HS	Route 25a	Shoreham	NY	11786

NAME	Address	CITY	ST	ZIP
SOUTH COUNTRY SCHOOL DISTRICT				
BELLPORT HS	205 Beaverdam Rd	Brookhaven	NY	11719
BELLPORT MIDDLE SCHOOL	35 Kreamer St	Bellport	NY	11713
BROOKHAVEN PRIMARY SCHOOL	101 Fireplace Neck	Brookhaven	NY	11719
FRANK P LONG SCHOOL	599 Brookhaven Ave	Bellport	NY	11713
KREAMER STREET SCHOOL	37 Kreamer St	Bellport	NY	11713
VERNE W. CRITZ SCHOOL	185 Dunton Ave	East Patchogue	NY	11772

THREE VILLAGE CENTRAL SCHOOL DISTRICT				
ADMIN OFFICE	200 Nicholls Rd	Setauket	NY	11733

ARROWHEAD ELEM SCHOOL	62 Arrowhead Ln	Setauket	NY	11733
MINNESAUKE ELEM SCHOOL	21high Gate Dr	Setauket	NY	11733
NASSAKEA ELEM SCHOOL	490 Pond Path	Setauket	NY	11733
PAUL J. GELINAS JR HIGH	25 Mud Rd	Setauket	NY	11733
ROBERT C. MURPHY JH SCHOOL	351 Oxhead Road	Stony Brook	NY	11790
SETAUKET ELEM SCHOOL	134 Main St	Setauket	NY	11733
THREE VILLAGE MNTCE	134 Main St Ste A	Setauket	NY	11733
WARD MELVILLE HS	380 Old Town Rd	Setauket	NY	11733
<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
<b>THREE VILLAGE CENTRAL SCHOOL DISTRICT - (CONT'D)</b>				
BOCES II	100 Suffolk Ave	Stony Brook	NY	11790
INTERN'L CHRISTIAN SCL	1266 A N.Country Rd	Stony Brook	NY	11790
NORTH SHORE MONTESSORI SCHOOL	218 Christian Ave Bld Rear	Stony Brook	NY	11790
WILLIAM SIDNEY MOUNT ELEM SCHOOL	50 Dean Ln	Stony Brook	NY	11790
<b>WILLIAM FLOYD SCHOOL DISTRICT</b>				
ADMIN OFFICE	240 Mastic Beach Rd	Mastic Beach	NY	11951
JOHN S. HOBART ELEM SCHOOL	Van Buren St	Shirley	NY	11967
MORICHES ELEM SCHOOL	16 Lewis Ave	Moriches	NY	11955
NATHANIEL WOODHULL ELEM SCHOOL	Francis Landau Place	Shirley	NY	11967
TANGLER SMITH ELEM SCHOOL	Blanco Dr	Mastic Beach	NY	11951
WILLIAM FLOYD ELEM SCHOOL	Lexington Rd	Shirley	NY	11967
WILLIAM FLOYD HS	240 Mastic Beach Rd	Mastic Beach	NY	11951
WILLIAM FLOYD MIDDLE SCHOOL	630 Moriches-Middle Island Rd	Moriches	NY	11955
WILLIAM PACA MIDDLE SCHOOL	Blanco Dr	Mastic Beach	NY	11951
EASTERN SUFFOLK BOCES - AVIATION CTR	133 Dawn Dr	Shirley	NY	11967
<b>LIBRARIES</b>				
BAYPORT-BLUE POINT PUBLIC LIBRARY	203 Blue Point Ave	Blue Point	NY	11715
BROOKHAVEN FREE LIBRARY	273 Beaverdam Rd - It Dept	Brookhaven	NY	11719
CENTER MORICHES LIBRARY	235 Main St	Center Moriches	NY	11934
COMSEWOGUE LIBRARY	170 Terryville Rd	Port Jeff Sta	NY	11776
EMMA S CLARK MEM LIBRARY	120 Main St	Setauket	NY	11733
LONGWOOD LIBRARY	800 Mid Country Rd	Middle Island	NY	11953
MASTIC-MORICHES-SHIRLEY LIBRARY	407 Wm Floyd Pky	Shirley	NY	11967
MIDDLE COUNTRY PUBLIC LIBRARY	101 Eastwood Blvd	Centereach	NY	11720
MIDDLE COUNTRY PUBLIC LIBRARY - (SELDEN)	575 Mid Country Rd	Selden	NY	11784
NORTH SHORE LIBRARY	250 Route 25a	Shoreham	NY	11786
SACHEM LIBRAR (IT DEPT)	150 Holbrook Rd	Holbrook	NY	11741
SUFFOLK COOP LIB SYS	627 N. Sunrise Hwy	Bellport	NY	11713

<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
BROOKHAVEN COMMUNITY CENTER	600 Christopher Ct	Medford	NY	11763

BROOKHAVEN HGWY	Miller Pl Yap	Miller Place	NY	11764
BROOKHAVEN HIGHWAY DEPT - YARD #8	Barton Ave	Patchogue	NY	11772
BROOKHAVEN HWY	5 Horseblock Rd	Centereach	NY	11720
BROOKHAVEN HWY	Old Town Rd	Coram	NY	11727
BROOKHAVEN PARKS	1130 A Old Town Rd	Coram	NY	11727
BROOKHAVEN PARKS	Carnation Dr	Shirley	NY	11967
BROOKHAVEN TOWN	161 Dawn Dr	Shirley	NY	11967
BROOKHAVEN TOWN HALL	1 Independence Hi	Farmingville	NY	11738
BROOKHAVEN TOWN HALL ANNEX	Route 112	Medford	NY	11763
BROOKHAVEN YOUTH BUREAU	468 Boyle Rd	Selden	NY	11784
BROOKHVN PUBLIC SAFETY	3233 8 Route 112	Medford	NY	11763
HOMESTEAD COMMUNITY CENTER	Homestead Dr	Coram	NY	11727
MASTIC COMMUNITY CENTER	Herkimer St	Mastic	NY	11950
PATCHOGUE COMMUNITY CENTER	96 S Ocean Ave	Patchogue	NY	11772
PATCHOGUE HEALTH CENTER	365 E. Main St	Patchogue	NY	11772
SOUTH BROOKHAVEN HEALTH CENTER	550 Montauk Hwy	Shirley	NY	11967
ST URSULA CENTER	94 Blue Point Av	Blue Point	NY	11715
SUFFOLK COUNTY DPW SANITATION	969 Old Town Rd	Selden	NY	11784
<b>FIRE DEPARTMENTS</b>				
BLUE POINT FD	205 Blue Point Ave	Blue Point	NY	11715
BROOKHAVEN AMBULANCE	32 Seeley St	Brookhaven	NY	11719
BROOKHAVEN FD	2486 Montauk Hwy	Brookhaven	NY	11719
BROOKHAVEN FD	8 Seeley St	Brookhaven	NY	11719
BROOKHAVEN FD	Upton Blvd	Shirley	NY	11967
CENTER MORICHES FD	301 Main St	Center Moriches	NY	11934
CENTEREACH FD	9s Washington Ave	Centereach	NY	11720
CORAM FD	303 Middle Cntry Rd	Coram	NY	11727
CORAM FD	1898 Route 112	Coram	NY	11727
CORAM FD	Middle Cntry Rd Apt	Coram	NY	11727
CORAM FD	Mt Sinai Rd	Coram	NY	11727
CORAM SUB STA FD	Pine Rd	Coram	NY	11727
EAST MORICHES AMBULANCE	275 Montauk Hwy	East Moriches	NY	11940
EAST MORICHES FD	Pine St	East Moriches	NY	11940
EASTPORT FD	21 Union Ave	Eastport	NY	11941
FARMINGVILLE FD	780 Horseblock Rd	Farmingville	NY	11738
FARMINGVILLE FD	Portion Rd	Farmingville	NY	11738
GORDON HEIGHTS FD	23 Hawkins Ave	Medford	NY	11763
HAGERMAN FD	510 Oakdale Ave	Patchogue	NY	11772
HOLTSVILLE FD	1025 Waverly Av	Holtsville	NY	11742
MANORVILLE AMBULANCE	Mor Mid Isl Rd	Shirley	NY	11967
MANORVILLE COMMUNITY AMBULANCE	184 South St	Manorville	NY	11949
MANORVILLE FD	14 Silas Carter Rd	Manorville	NY	11949
<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
<b>FIRE DEPARTMENTS - (cont'd)</b>				

MANORVILLE FD	170 Cranford Blvd	Mastic	NY	11950
MASTIC AMBULANCE	1630 Montauk Hwy	Mastic	NY	11950
MASTIC BEACH AMBULANCE	274 Whittier Dr	Mastic Beach	NY	11951
MASTIC BEACH FD	265 Neighborhood Rd	Mastic Beach	NY	11951
MASTIC FD	Sunrise Serv Rd	Mastic	NY	11950
MASTIC FIRE/SUB STA FD	1080 Mastic Rd	Mastic	NY	11950
MEDFORD VOL AMBULANCE	1005 Sipp Ave	Medford	NY	11763
MEDFORD VOL AMBULANCE	1890 Route 112	Medford	NY	11763
MEDFORD FD	171 Oregon Ave	Medford	NY	11763
MEDFORD FD	Southhaven Ave	Medford	NY	11763
MEDFORD FIRE SUB STA #2 FD	Route 112	Medford	NY	11763
MIDDLE ISLAND FD	31 Arnold Dr	Middle Island	NY	11953
MIDDLE ISLAND FD	Mid Country Rd	Middle Island	NY	11953
MILLER PLACE FD	12 Miller Place Rd	Miller Place	NY	11764
MT SINAI FD	133 Mt Sinai Av	Mount Sinai	NY	11766
MT SINAI FD	746 Mt Sinai Coram	Mount Sinai	NY	11766
NORTH PATCHOGU FD	33 Davidson Ave	Patchogue	NY	11772
NORTH PATCHOGUE FD	166 Hospital Rd	Patchogue	NY	11772
NORTH PATCHOGUE FD	765 Old No Ocean Av	Patchogue	NY	11772
NORTH PATCHOGUE FD	Barton Ave	Patchogue	NY	11772
PATCHOGUE FD	Franklin St	Patchogue	NY	11772
RIDGE FD	46 Panamoka Trail	Ridge	NY	11961
RIDGE FD	20 Francis Mooney	Ridge	NY	11961
RIDGE FD	525 Lockwood Dr	Shirley	NY	11967
RIDGE FD	Stratler Dr	Shirley	NY	11967
ROCKY POINT FD	170 Route 25a	Rocky Point	NY	11778
ROCKY POINT FD	49 Route 25a	Shoreham	NY	11786
ROCKY POINT FD	5 Tesla St	Shoreham	NY	11786
ROCKY POINT FD	90 King Rd	Rocky Point	NY	11778
ROCKY POINT FD	Hallock Lndg Rd	Rocky Point	NY	11778
ROCKY POINT FD	Route 25a	Shoreham	NY	11786
RONKONKOMA FD	505 Hawkins Av	Ronkonkoma	NY	11779
RONKONKOMA FD	177 Portion Rd	Ronkonkoma	NY	11779
SELDEN FD	125 Highview Dr	Selden	NY	11784
SELDEN FD	231 Magnolia Dr	Selden	NY	11784
SELDEN FD	Woodmere Pl	Selden	NY	11784
SETAUKET FD	Arrowhead Ln	Setauket	NY	11733
SETAUKET FD	Nicholls Rd	Stony Brook	NY	11790
SETAUKET FD	Route 25a	Setauket	NY	11733
SHIRLEY AMBULANCE	3 Plymouth Pl	Shirley	NY	11967
SOUND BEACH FD	Sound Beach Bl	Sound Beach	NY	11789
SOUTH COUNTRY AMBULANCE	1309 Montauk Hwy	Patchogue	NY	11772
SOUTH SUFFOLK FIRE ACADEMY	676 Yaphank Ave	Yaphank	NY	11980
STONYBROOK FD	147 Main St	Stony Brook	NY	11790
STONYBROOK FD	Stonybrook Rd	Stony Brook	NY	11790

NAME	Address	CITY	ST	ZIP
<b>FIRE DEPARTMENTS -- (cont'd)</b>				
SUFFOLK CNTY FIRE RESCUE	East Rd	Yaphank	NY	11980
SUFFOLK CNTY FIRE RESCUE	Radio Rd	Yaphank	NY	11980
TERRYVILLE FD	433 Canal Rd	Pt Jeff Station	NY	11776
TERRYVILLE FD	19 Jayne Bl	Pt Jeff Station	NY	11776
TERRYVILLE FD	Old Town Rd	Port Jeff Sta	NY	11776
YAPHANK FD	31 Main St	Yaphank	NY	11980
<b>POLICE DEPARTMENTS</b>				
6TH PRECINT	400 Middle Country Rd	Selden	NY	11784
6TH PRECINT	Route 25	Coram	NY	11727
7TH PCT POLICE	1491 Wm Floyd Pky	Shirley	NY	11967
SUFFOLK COUNTY PARK POLICE	Victory Ave	Brookhaven	NY	11719
SUFFOLK COUNTY POLICE	45 Route 25a	Setauket	NY	11733
SUFFOLK COUNTY POLICE AUXILARY	358 Terryville Rd	Port Jeff Sta	NY	11776
SUFFOLK COUNTY POLICE DEPT. CANINE UNIT	Glover Dr	Yaphank	NY	11980
SUFFOLK COUNTY POLICE HEADQUARTERS	30 Yaphank Ave	Yaphank	NY	11980
SUFFOLK COUNTY POLICE HISTORICAL	Main St	Yaphank	NY	11980
SUFFOLK COUNTY YAPHANK POLICE	Main St	Yaphank	NY	11980

