

PENDING PETITION MEMO

Date: 6/28/2007

TO : Office of Telecommunications
Office of General Counsel
Office of Electric and Environment

FROM: CENTRAL OPERATIONS

UTILITY: VERIZON NEW YORK INC.

SUBJECT: 07-V-0771

Petition of Verizon New York Inc. for a Certificate of Confirmation
for its Franchise with the Village of Spring Valley, Rockland County.

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Joseph A. Post
Assistant General Counsel



June 28, 2007

BY HAND

Honorable Jaclyn A. Brilling
Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

Re: Case 07-V-_____

Dear Secretary Brilling:

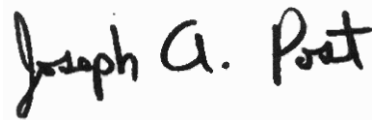
Enclosed please find an original and four (4) copies of the Petition of Verizon New York Inc. ("Verizon") for confirmation, pursuant to § 221 of the Public Service Law, of a cable franchise awarded to Verizon by the Village of Spring Valley, New York.

The cable service that Verizon proposes to offer in Spring Valley is a key component of the suite of advanced services (known as "Verizon FiOSSM") that will be provided through the use of innovative Fiber-to-the-Premises ("FTTP") technology. Verizon FiOS will provide the residents of Spring Valley with a robust array of high-quality video services, as well as a new competitive alternative to the video services currently offered by incumbent cable and satellite providers.

Honorable Jaclyn A. Brillling
June 28, 2007

Verizon's proposed offering of FiOS video service in Spring Valley complies in all respects with the requirements of New York and federal law, and will provide valuable benefits to consumers in the franchise area. Moreover, Verizon is already technically and operationally capable of offering cable service in significant portions of the franchise area. (See Petition ¶ 9.) Accordingly, Verizon respectfully requests that the Commission promptly review the Petition and approve it at its July 18, 2007 session.

Respectfully submitted,

A handwritten signature in black ink that reads "Joseph A. Post". The signature is written in a cursive, slightly slanted style.

cc: Village of Spring Valley
Ms. Mae N. Naber
Village Clerk
Village of Spring Valley
200 North Main Street
Spring Valley, New York 10977

Cablevision
Michael E. Olsen, Esq. (Courtesy Copy)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**In the Matter of the Petition of Verizon
New York Inc. Pursuant to Section 221
of the Public Service Law for
Confirmation of a Cable Television
Franchise Awarded by the Village of
Spring Valley, New York (Rockland
County)**

Case 07-V-_____

PETITION FOR CONFIRMATION

**JOSEPH A. POST
140 West Street — 27th Floor
New York, NY 10007-2109
(212) 321-8126**

Counsel for Verizon New York Inc.

June 28, 2007

TABLE OF CONTENTS

	Page
I. INFORMATION SUBMITTED IN SUPPORT OF THE PETITION.....	2
II. ISSUES RELATING TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT	4
III. CONCLUSION	5

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**In the Matter of the Petition of Verizon
New York Inc. Pursuant to Section 221
of the Public Service Law for
Confirmation of a Cable Television
Franchise Awarded by the Village of
Spring Valley, New York (Rockland
County)**

Case 07-V-_____

PETITION FOR CONFIRMATION

Verizon New York Inc. (“Verizon”) respectfully requests that the Commission confirm, pursuant to § 221 of the Public Service Law, a non-exclusive cable franchise (the “Franchise”) that has been awarded to Verizon by the Village of Spring Valley, a municipality located in Rockland County (the “Franchisor”).

The Franchise, and Verizon’s proposed offering of cable service in Spring Valley pursuant to the Franchise, comply with all applicable requirements of federal and state law. Moreover, prompt approval of the Franchise would be in the public interest and would provide important benefits to the people of this State.

First, cable service is a key component of the suite of services (known as “Verizon FiOSSM”) that Verizon intends to offer over its Fiber-to-the-Premises (“FTTP”) platform. FTTP is an innovative new technology that uses fiber-optic cable and optical electronics to link homes and businesses directly to Verizon’s network. Aside from making advanced services — including a robust array of video services — available to Verizon’s customers, FTTP exemplifies the substantial investments that Verizon has been making in new network technologies. By approving and confirming the Franchise, the Commission will thus be demonstrating its own commitment to policies that encourage innovation and network investment.

Second, the offering of FiOS video services by Verizon will provide a competitive alternative to conventional cable and satellite services, thus promoting the emergence in the video market of the same sort of healthy competition that already exists in the telecommunications voice market — with the price and service discipline that is associated with such competition.

Accordingly, Verizon respectfully requests that the Commission review this Petition and confirm the Franchise on an expedited basis.

I. INFORMATION SUBMITTED IN SUPPORT OF THE PETITION

In support of this Petition, Verizon states as follows:¹

1. **The applicant for confirmation and approval of the Franchise is Verizon.**

Verizon's contact for purposes of this application is Thomas McCarroll, Vice President — Regulatory Affairs, 158 State Street, Albany, New York 12207, (518) 396-1001. The municipality that will be served pursuant to the Franchise is the Franchisor. Verizon anticipates that it will begin offering service to the public for hire pursuant to the Franchise as soon as is practicable after the Commission confirms the Franchise. (16 NYCRR § 897.2(a))

2. **True copies of the Franchise and the resolution authorizing the Franchise are provided as Attachments A and B, respectively, to this Petition. A public hearing (the "Hearing") on Verizon's application for a franchise was held by the Franchisor on June 26, 2007, at Village Hall, 200 North Main Street, Spring Valley, New York, starting at approximately 8:15 P.M. A true copy of the notice of public hearing, as published in The**

¹ Each of the numbered paragraphs in this section of the Petition identifies the statute or regulation that requires Verizon to provide the information set forth in the paragraph.

Journal News on June 15, 2007, is provided as Attachment C to this petition. (16 NYCRR § 897.2(b))

3. True copies of the documents submitted by Verizon to the Franchisor as part of, or in support of, its application for the Franchise are included in Attachment D to this petition. (16 NYCRR § 897.2(c))

4. The facilities in New York State that will be used to provide cable television service pursuant to the Franchise are owned by Verizon. (16 NYCRR § 897.2(d))

5. The technical specifications and design of the cable system are described in Attachment E to this Petition.

The Commission's rules do not require, and Verizon's initial service plan for the Franchise does not include, origination cablecasting. Verizon meets all of the Commission's regulations regarding the provision of PEG access channels. With respect to access cablecasting, *see* section 5.1.3 of the Franchise included as Attachment A to this Petition. (16 NYCRR § 897.2(e))

6. Verizon's proposed operation of the cable system at issue in this Petition would not be in violation of, or in any way inconsistent with, any applicable federal or State law or regulation. (16 NYCRR § 897.2(f))

7. A copy of this Petition is being served upon the Clerk for the Franchisor, and proof of such service is provided as Attachment F to this Petition. (Publ. Serv. L. § 221(1); 16 NYCRR § 897.2(g))

8. A notice of this Petition will be published on July 3, 2007 in The Journal News. The Journal News is a newspaper of general circulation in the Village of Spring Valley. Verizon has submitted the notice to that newspaper, has arranged for payment of the necessary charges,

and has been assured that the notice will be published on the specified date. Proof of these facts is provided as Attachment G to this Petition. Verizon will file a supplemental affidavit confirming the actual publication of the notice following publication. (16 NYCRR § 897.2(g))

9. Verizon already has the technical and operational ability to offer cable service in significant portions of the franchise area, and intends to begin offering such service shortly after the Franchise is confirmed. In order to ensure the earliest possible availability of competitive cable service within the franchise area, together with the benefits that such competition will bring, we respectfully request that the Commission rule on this Petition at its July 18, 2007 Session.

II. ISSUES RELATING TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

A Department of Environmental Conservation “Full Environmental Assessment Form” (“EAF”) for Verizon’s offering of cable service in Spring Valley, together with certain supplemental materials, is provided as Attachment H to this Petition. Verizon has completed Part 1 of the form, which calls for information to be provided by the “Project Sponsor”; Parts 2 and 3 are to be filled out by the Commission.

It is Verizon’s position that submission of an EAF is not required for the activities at issue in this Petition, and that even if such a submission were required, a short-form EAF would suffice.² Attachment H is submitted without prejudice to that position, at Staff’s request, and in recognition of the fact that the Commission has concluded in previous orders that the offering of cable service by Verizon is an “unlisted” action — rather than a Type II action or a non-action

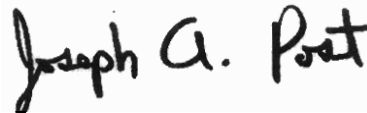
For an explanation of the basis of this position, see Section II of Verizon’s October 6, 2005 petition for confirmation of a franchise granted by the Village of Massapequa Park, New York (Case 05-V-1263).

— under the State Environmental Quality Review Act (“SEQRA”). Even if the Commission concludes that submission of an EAF is required, it should determine on the basis of Attachment H that the actions at issue here will not have a significant effect on the environment — *i.e.*, the Commission should issue a “negative declaration” under SEQRA — as it has done in prior Verizon confirmation proceedings.

III. CONCLUSION

The Franchise, and Verizon’s proposed offering of FiOS video services in Spring Valley pursuant to the Franchise, comply in all respects with applicable laws. Moreover, the proposed offering of a new alternative to the video services provided by incumbent cable and satellite providers, utilizing Verizon’s FTTP platform, is in the public interest. Accordingly, the Commission should promptly review this Petition and based on such review should confirm and approve the Franchise. Further, if the Commission concludes that review under SEQRA is required in connection with its confirmation and approval of the Franchise, it should determine that Verizon’s proposed offering of cable service pursuant to the Franchise will not have a significant adverse environmental impact, and it should accordingly include a negative declaration under SEQRA in its confirmation order.

Respectfully submitted,

A handwritten signature in black ink that reads "Joseph A. Post". The signature is written in a cursive, slightly slanted style.

JOSEPH A. POST
140 West Street — 27th Floor
New York, New York 10007-2109
(212) 321-8126

Counsel for Verizon New York Inc.

June 28, 2007

**In the Matter of the Petition of Verizon
New York Inc. Pursuant to Section 221
of the Public Service Law for
Confirmation of a Cable Television
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Spring Valley, New York (Rockland
County)**

VERIFICATION

STATE OF NEW JERSEY)
)
 COUNTY OF SOMERSET) SS.:

VERONICA C. GLENNON, being duly sworn, deposes and says:

I am an officer — specifically, an Assistant Secretary — of Verizon New York Inc., the Petitioner in this proceeding. I have read the foregoing Petition and I know its contents. To the best of my knowledge, based on information provided to me by employees of the Petitioner, the foregoing Petition is true.


VERONICA C. GLENNON

Sworn to before me
this 28 day of June, 2007

John Anderson
Notary Public

JoAnne Ardisone
Notary Public, State of New Jersey
My Commission Expires
July 13, 2011

LIST OF ATTACHMENTS TO THE PETITION

- A. True copy of the Franchise
- B. True copy of the resolution authorizing the Franchise
- C. True copy of the notice of public hearing as published
- D. True copies of documents submitted by Verizon to the Franchisor
- E. Technical specifications and design of the cable system
- F. Proof of service of the Petition upon the Franchisor
- G. Proof of publication of notice of the Petition
- H. Environmental Assessment Form, with supplemental materials

ATTACHMENT A

Cable Franchise Agreement
By and Between
The Village of Spring Valley
And
Verizon New York Inc.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3. PROVISION OF CABLE SERVICE	7
4. SYSTEM FACILITIES	9
5. PEG SERVICES	9
6. FRANCHISE FEES	10
7. REPORTS AND RECORDS	11
8. INSURANCE AND INDEMNIFICATION	12
9. TRANSFER OF FRANCHISE.....	14
10. RENEWAL OF FRANCHISE.....	14
11. ENFORCEMENT AND TERMINATION OF FRANCHISE	15
12. MISCELLANEOUS PROVISIONS.....	16

EXHIBITS

Exhibit A: Municipal Buildings to be provided Free Cable Service
Exhibit B; Service Area

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

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

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

WHEREAS, Franchisee is in the process of completing the upgrade of its existing telecommunications and information services network through the installation of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area which transmits the Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

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

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

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

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

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual

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

1.13. *Franchise Area:* The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

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

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

1.16. *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the 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 video on demand, including pay-per-view; (iv) revenues from the sale or lease of access channel(s) or channel capacity; 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.

Gross Revenue shall not include: Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; 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; Cable Service 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); refunds, rebates or discounts

made to Subscribers or other third parties; any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders; 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; 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; 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; 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); 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); 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; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Support Grant payments.

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

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

1.19. *Local Franchise Authority (LFA)*: The Village of Spring Valley, New York, or the lawful successor, transferee, or assignee thereof.

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

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

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

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

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

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

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

1.27. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

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

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

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

1.31. *Transfer of the Franchise*:

1.31.1. Any transaction in which:

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

1.31.1.2. 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.

1.31.2. 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.

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

2.2. *The FTTP Network:* Franchisee is in the process of upgrading of its existing telecommunications and information services network through the installation of the FTTP Network in the Franchise Area pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act. Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit any existing authority that the LFA may have with respect to the Franchisee's mixed use facilities pursuant to Title II of the Communications Act, Section 27 of the Transportation Corporations Law, and lawful and applicable local laws, including any lawful right to compel relocation of such facilities in the event of road-widenings and other adjustments to the Public-Rights-of-Way.

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 fifteen (15) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

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

2.6. *No Waiver:*

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

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

2.7. *Construction of Agreement:*

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

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

2.8. *Police Powers:* The LFA shall not subject Franchisee to any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police powers including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however that such laws and regulations are reasonable and not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

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

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall offer Cable Service to significant numbers of Subscribers within residential areas of the Service Area and may make Cable Service available to businesses in the Service Area, within twelve (12) months and shall offer Cable Service to all residential areas of the Service Area within five (5) years, of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (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; and (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1. and Section 3.2.

3.1.1. *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 thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1 respectively, 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:* 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 trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) 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 thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility.

3.3. *Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than five hundred (500) 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 five hundred (500) 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 five hundred (500) aerial 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 beyond one hundred fifty (150) feet, 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.

3.4. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of 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. The System shall be designed and operated with an initial analog and digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

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

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

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational, and government programming, the Franchisee shall provide the LFA with access to PEG services pursuant to applicable NY PSC rules and regulations.

5.1.2. The LFA hereby authorizes Franchisee to transmit such programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall

provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations. The PEG Support Grant described in Section 5.3 will be used, in whole or in part, by the LFA to provide Franchisee with tapes of its Village Board meetings for playback.

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

5.3. *PEG Support Grant:* Franchisee shall pay to the LFA a PEG support grant in the total amount of Thirty Six Thousand Dollars (\$36,000) (the "PEG Support Grant"). The PEG Support Grant shall be payable in fifteen (15) installments of Two Thousand Four Hundred Dollars (\$2,400) each with the first payment being due on the date which is ninety (90) days after the Effective Date, and with the remaining fourteen (14) payments being due on the date which is ninety (90) days after the anniversaries of the Effective Date, commencing on the first (1st) anniversary of the Effective Date. The PEG Support Grant shall be used by the LFA exclusively for PEG costs, including, but not limited to, costs for facilities, production equipment, editing equipment, program playback equipment and other PEG costs as may be ascertained by the LFA.

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

6. FRANCHISE FEES

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days

following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

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

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

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

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. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

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

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

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

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

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

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

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

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

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

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

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

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

8.1.1.5. Excess liability or umbrella coverage of not less than one million dollars (\$1,000,000).

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, Employer's Liability Insurance, and excess liability or umbrella coverage.

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 sureties 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.

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

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee timely written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or

compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

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

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

9. TRANSFER OF FRANCHISE

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended; no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.31 above.

10. RENEWAL OF FRANCHISE

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

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

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

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

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice"). This Section shall in no way limit the LFA's rights to inspect Franchisee's books and records pursuant to this Agreement.

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

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

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

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

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

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

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of

such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and, to the extent not inconsistent with applicable law, 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, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

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

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

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

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

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision

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

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

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

12.5.1. Notices to Franchisee shall be mailed to:

Verizon New York Inc.
Jack White, Senior Vice President and General Counsel
Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097

12.5.2. Notices to the LFA shall be mailed to:

Village Treasurer
Village of Spring Valley
200 North Main Street
Spring Valley, NY 10977

12.5.3. with a copy to:

Mayor
Village of Spring Valley
200 North Main Street
Spring Valley, NY 10977

12.6. *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

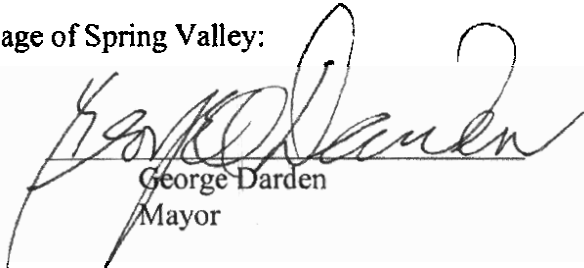
12.21. *Subscriber Privacy:* Franchisee shall comply at all times with the subscriber privacy requirements set forth in 47 U.S.C 551. Franchisee shall maintain due diligence with regard to possible abuses of the right of privacy of any Subscriber resulting from any device or signal provided by the Franchisee with respect to the Cable System, and shall take all reasonable steps necessary to prevent and terminate any such abuses. The Franchisee shall comply with applicable laws, rules and regulations in the protection of its Subscribers right to privacy. Consistent with Section 631 of the Communications Act, the Franchisee shall not, without the prior written consent of any Subscriber as may be required by applicable law: (i) release such Subscriber's "personally identifiable information"; (ii) sell or release any lists of the names or addresses of its Subscribers; or (iii) compile and sell or release any information about the individual viewing characteristics of any Subscribers; provided, however, that nothing herein shall limit the Franchisee's authority to release any Subscriber information to the extent necessary for billing purposes or other permissible purposes under applicable law, including, but not limited to, marketing of Franchisee's services.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS 26 DAY OF June, 2007.

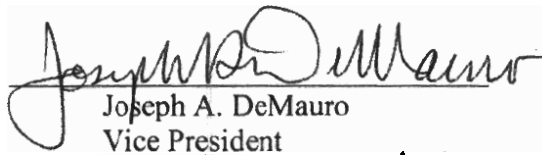
Village of Spring Valley:


By:


George Darden
Mayor

Verizon New York Inc.

By:


Joseph A. DeMauro
Vice President
- Capital Market


FORM APPROVED
Attorney
Date 02/26/07

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

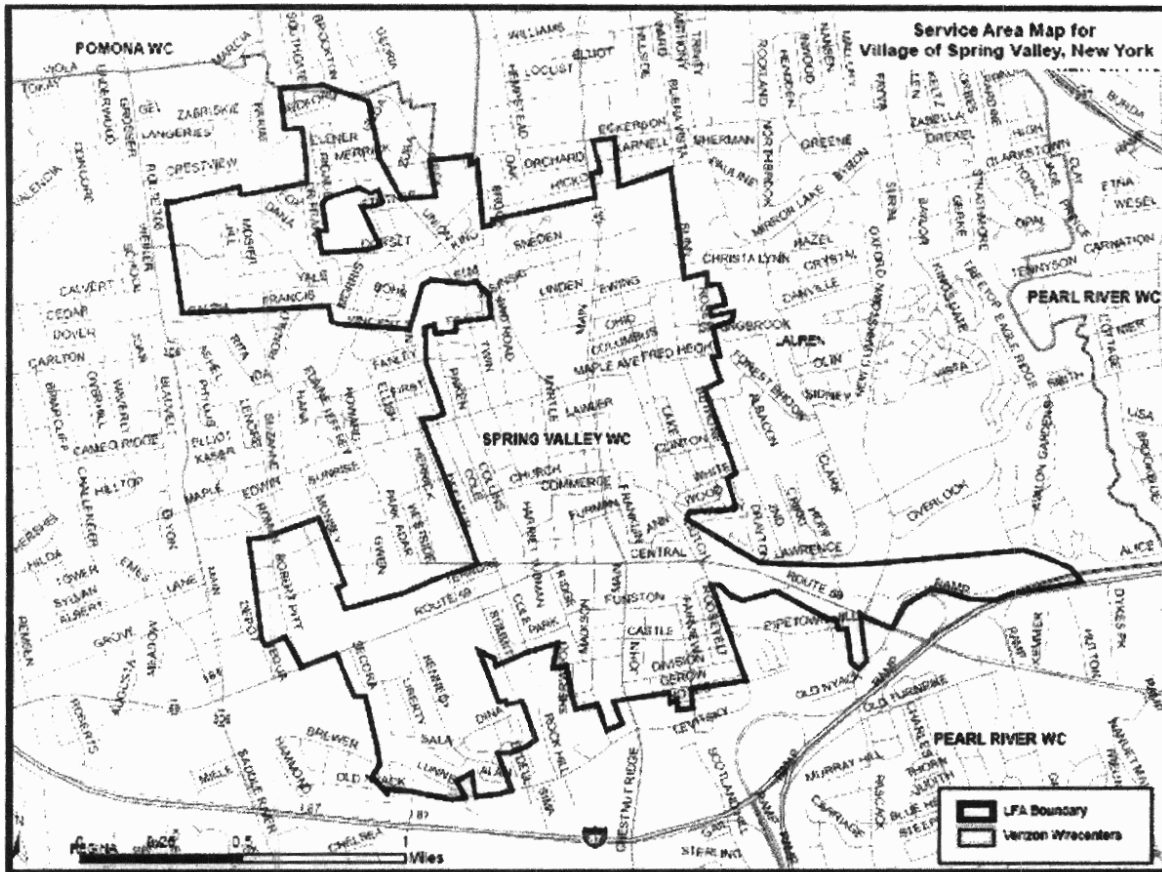
- 1) Village Hall in the Village of Spring Valley
200 North Main Street
Village of Spring Valley, NY 10977
- 2) Louis Kurtz Civic Center
9 North Main Street
Village of Spring Valley, NY 10977

EXHIBIT B

SERVICE AREA

The Service Area shall be the Franchise Area. A map of the Service Area is attached hereto.

The construction of the Franchisee's FTTP Network has been completed to approximately 40% of the current households in the Franchise Area. At present, Franchisee's anticipated schedule calls for 44% deployment by January 2008, 53% deployment by June 2008, 61% deployment by January 2009, 67% deployment by June 2009, 73% deployment by January 2010, 79% deployment by June 2010, 85% deployment by January 2011, 91% deployment by June 2011, 97% deployment by January 2012, and 100% deployment by June 2012. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.



ATTACHMENT B

Board of Trustees
Village of Spring Valley
Regular Meeting
June 26, 2007

PRESENT: Mayor George Darden presiding; Deputy Mayor Noramie Jasmin; Trustees Bettie Brown, Joseph Desmaret and Phillip Rosenthal; Bruce Levine, Village Attorney; and Village Clerk, Mae N. Naber.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF SPRING VALLEY
AWARDING A CABLE TELEVISION FRANCHISE AGREEMENT TO VERIZON NEW
YORK INC. TO PROVIDE CABLE SERVICE TO THE VILLAGE OF SPRING VALLEY**

On a motion made by Trustee Phillip Rosenthal and seconded by Trustee Joseph Desmaret, the following resolution was adopted by those Board of Trustees Members present:

WHEREAS, the Village of Spring Valley (the "Village") is a franchising authority in accordance with Title VI of the Communications Act of 1934 (the "Communications Act"), and is authorized to grant one or more cable television franchises pursuant to Article 11 of the New York State Public Service Law, and Title 16, Chapter VIII, Parts 890.60 through 890.6 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York (the "Cable Laws");

WHEREAS, VERIZON NEW YORK INC. ("Verizon") is upgrading its existing telecommunications and information services network through the installation of what Verizon refers to as "Fiber to the Premises Telecommunication Network (the "FTTP Network") within the Village and elsewhere, which existing network transmits Non-Cable Services (as defined in the proposed Verizon Franchise Agreement) pursuant to the authority granted by Section 27 of the New York Transportation Corporations Law, and Title II of the Telecommunications Act, which Non-Cable Services are not subject to the Cable Law or to Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies public rights-of-way (as defined in the proposed Verizon Franchise Agreement) within the Village, and Verizon desires to use portions of the FTTP Network now or hereinafter installed within the Village to provide cable service (as defined in the proposed Verizon Franchise Agreement);

WHEREAS, Verizon has submitted a written application for a cable television franchise to the Village on June 14, 2007 (the "Verizon Application"), which the Village has had an opportunity to review;

WHEREAS, due negotiations between the Village and Verizon have resulted in a proposed agreement entitled "Cable Franchise Agreement between the Village of Spring

Valley and Verizon New York Inc.," which proposed agreement was filed with the Village on June 14, 2007 ("Verizon Franchise Agreement");

WHEREAS, on June 26, 2007 at a regularly scheduled Village Board meeting, the Village held a public hearing on the proposed Verizon Franchise Agreement at which Verizon made a presentation to the Village Board in favor of the proposed Verizon Franchise Agreement, including an outline of the cable television services proposed to be provided to the Village pursuant thereto, and members of the Village Board and the public were given notice and opportunity to comment on Verizon's presentations and ask questions to be addressed by Verizon's representatives;

WHEREAS, the Village has identified the cable-related needs and interests of the residents of the Village and has exercised due diligence in considering the technical ability, financial conditions, character and legal qualifications of Verizon to meet such needs and interests; and

WHEREAS, the Village Board understands that the New York State Public Service Commission must grant final approval of this agreement and is the lead agency under the New York State Environmental Quality Review Act and hence has not taken any SEQRA action but that it would have issued a negative declaration based on its understanding of the potential environmental impacts of the project given that all work will be done within existing rights of way and that, in order to provide the equipment necessary to support its proposed Cable Franchise Service in the Village, Verizon will complete the installation of a fiber optic network, which work is already in progress. Even without the proposed use for Cable Service transmissions, this ongoing network conversion would continue to occur so as to service Verizon's already existing telecommunications operations; and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Spring Valley Board of Trustees finds that it approves the character of Verizon; and be it

FURTHER RESOLVED, that the Village Board finds that Verizon is legally (pursuant to NY Public Service Commission Rules and other statutory requirements), technically, and financially and otherwise qualified to meet the cable-related that Verizon will meet all statutory and regulatory non-discrimination requirements; and be it

FURTHER RESOLVED, that the Village Board finds, based on the presentation by Verizon, that the cable service offered by Verizon will include competitive offerings with its existing competition; and be it

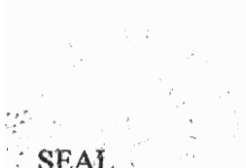
FURTHER RESOLVED, that the Village Board finds that although the terms of the proposed Verizon Franchise Agreement are not identical to those of the franchise agreement with Cablevision, that the terms of both agreements are reasonably comparable in their totality and contain no economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchisee operating in the same

franchise area, therefore, neither agreement provides either franchise with any unfair competitive advantage, or subject either franchise to any unfair competitive disadvantage; and be it

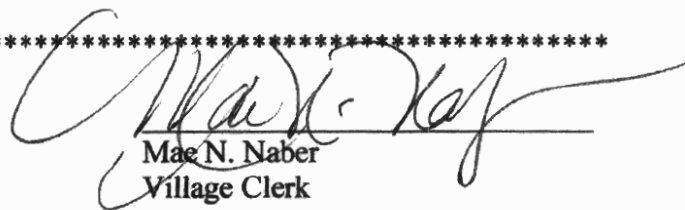
FURTHER RESOLVED, that the Village Board determines that it serves the public interest to award Verizon a franchise to own, construct, operate and maintain a cable system along the public rights-of-way within the Village, in order to provide cable service; and be it

FURTHER RESOLVED, that the Village Board authorizes the award of a non-exclusive franchise to Verizon to own, construct, operate and maintain a cable system along the public rights-of-way within the Village, in order to provide cable service, which authorization is made in accordance with the applicable provisions of Title VI of the Communications Act and the Cable Laws; and be it

FURTHER RESOLVED, that The Board of Trustees of the Village of Spring Valley authorizes the Honorable George Darden Mayor, of the Village, to enter into a franchise agreement with VERIZON NEW YORK INC., in a form approved by the Village Attorney, and to execute any other documents necessary to effectuate the granting of the franchise on behalf of the Village of Spring Valley.



SEAL



Mae N. Naber
Village Clerk

Dated: June 26, 2007
12672083.1

ATTACHMENT C

Wanted to Buy

AGE ALL AMERICAN
ANTIQUE/ART/ESTATES
Selling/Buying oil paint
ings, watercolors, antiques,
collectibles & furniture
Call (914) 654-1683

AIR FORCE/ARMY/NAVY
ALL WAR ITEMS
Medals, Swords, Helmets
AMERICAN JAPANESE
GERMAN WW I & II
Please Call (914) 624-3215

ANTIQUE GUNS, SWORDS
AND HELMETS
Civil War, all military items
Wanted. Single items or
entire collection. High Cash
Prices Paid! Call (914) 723-2361

Antique radios, Tubes, Parts,
VCR, Hi-Fi, Amps, speakers,
Tuners, turntables, cameras,
Lenses, short wave stuff,
Microphones. (914) 723-9630

BOOKS WANTED
Top \$5 for your books
APPLEDORE BOOKS
(914) 763-0166

CASH FOR RECORDS
CD's, DVDs & COINS. Large
estate specialists. Collector
travels since 1970 Toll free
info 888-338-3448


Clocks/Watches - Old
Wanted in Any Condition.
Call Anytime (814) 236-3282
Shop here first.
You Will Save Money
The Classifieds
Lottus.com/ordered
(914) 894-5111

★ ★ ★
JAZZ VINYL,
RECORDS WANTED
Call David 845-362-1538

Wanted to Buy

LIONEL TRAINS
Other makes wanted. High
est Price Paid to \$3500.
914-636-6724 or 636-1094

WANTED
Antique, furn. jewelry, pro-
1900's toys & dolls, art
work, antique clock &
pocket watches, strolling
silver, 1 item of entire es-
tate. John Lee Auctions &
Appraisal Services since
1897. Call (814) 795-1221
www.leelauctioneers.com

Pets


Dogs
Don't buy a pet, save a
life! Akita 1 yr, got
blind, friendly guy.
Amer Bull Dog 2 yrs.
Very gentle and beautiful
AmStaff pup 5 mos old.
gorgeous blue color. Pups
serve all their shots, are
size 10/10. Call
914-423-2311 or 914-376-
7189
petadoptionleague.org

Dogs
Adopt Purebreds
Don't buy a pet, save a
life! Akita 1 yr, got
blind, friendly guy.
Amer Bull Dog 2 yrs.
Very gentle and beautiful
AmStaff pup 5 mos old.
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Amer Bull Dog 2 yrs.
Very gentle and beautiful
AmStaff pup 5 mos old.
gorgeous blue color. Pups
serve all their shots, are
size 10/10. Call
914-423-2311 or 914-376-
7189
petadoptionleague.org

Dogs

Akita to Chihuahua
PUPPIES
American, Boxers, All
Breeds, Teacups and up.
Northern Westchester. 914-
628-0258, PD40

Dogs
Boxer, Lab, Poo Mixes &
More - "Pet Palace"
"We Have What You Want"
Puppies avail. from \$700
(845) 639-1279 Lic #PD00026

Canin Terrier Puppies
2 males, 3 females. Home
raised \$700. Call 814-438-
3722, leave message.

Dogs
Do you want to
sell your
adorable puppy?
7 days - 6 times
\$66
Call
THE JOURNAL
NEWS
CLASSIFIEDS
1-888-308-SOLD
LoHud.com
*Private Party only

Dogs
German Shepherd Pups
AKC, 2.5 mo. females, leave
brown, gray and black
trained. 5 wk old males.
Call 201-847-0511

CHIHUAHUA PUPPIES
12wk Chihuahua pups w/
papers, perfect for Father
Day. M/F-Amer. Colors.
\$450. Call 814-853-3028.

GET RID OF YOUR STUFF!
\$66.00
7 DAYS 6 LINES
ADDITIONAL ADVERTISING

Stuff

To advertise, call **1-888-300-SOLD (7653)**

Dogs
Chihuahua Pups
AKC males and females.
Smooth and long coats.
Adorable. 718-236-7847

COCKAPOO - Male/Female
Home raised health guaran-
teed! \$300/\$500. 973-896-1152

Dogs
Doggie Adopt a thon Sat 6/3
PeteMans - Nanuet NY
11:30 - 2:30 PM Route 89 -
Parkway Shop Center
Great dogs and pups to
choose from. Lab x M
7mos, AmStaff x pup
7 mos, plus too many to
list. All shots, spay & neu-
ter. Call 914-423-2313 or
914-376-7189
petadoptionleague.org

Dogs
Golden Retriever Pups
AKC, 2.5 mo. females, leave
brown, gray and black
trained. 5 wk old males.
Call 201-847-0511

Dogs
Lab Pups, Chocolate/Yellow
AKC, toy and tea cup size
Adorable Males and
Females. Call 718-236-1516

Dogs
Lab Pups, Chocolate/Yellow
AKC, toy and tea cup size
Adorable Males and
Females. Call 718-236-1516

Dogs
CUTE AND CUDDLY
GOLDEN RETRIEVER PUPS
THE ULTIMATE DOG FOR
YOU AND YOUR FAMILY.
Easy temperament & qual-
ity. AKC reg. with open
blood line. Pups raised w/
AKC reg. includes first
shots, exam & deworming.
\$875 & up. 914-330-5366
eliveneepuppies@verizon.net

Dogs
Havanese Puppies, 3
8 weeks old. With papers, 2
males, black/white & white,
1 female, black/white. Very
playful. Hypoallergenic.
Non-shedding. Wonderful
w/ children. Raised at
home w/ parents. For more
info, call (845) 371-6425.

Dogs
Lab Pups, Chocolate/Yellow
AKC, toy and tea cup size
Adorable Males and
Females. Call 718-236-1516

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Lab Pups, Chocolate/Yellow
AKC, toy and tea cup size
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Adorable Males and
Females. Call 718-236-1516

Dogs
Lab Pups, Chocolate/Yellow
AKC, toy and tea cup size
Adorable Males and
Females. Call 718-236-1516

Dogs
Miniature Schnauzer Pups
AKC Champ lines - S&P - Bk
M/F - Sweet - Quality
broader, shots, tail dock.
vet. west99th@yahoo.com
917-370-0704 ... \$750.00

Dogs
POMERANIANS
Adorable males & females
All colors. Call (718) 260-5644

Dogs
POODLES
AKC Bk, apricot & red mini
Champ. Sired. Vet chkd.
family raised. Personality
plus. Call 973-962-7848

Dogs
PUG PUPS
Adorable - Males & Females
Home Raised. 718-236-7587

Dogs
SHIH-TZU PUPS
AKC. Toy & Imperial sizes.
All Colors. Call 718-236-8818

Dogs
YORKIE PUPPIES
Adorable AKC
Toy & Teacup sizes, males &
females. Call 718-236-7567.

Dogs
Yorkie Puppies - By Owner
AKC, toy, Vet checked, 1st
shots, tails docked, female.
Available June 10th. Very
reasonable. (845) 788-3718.

Dogs
Yorkies, AKC puppies, AS
breeds available. Just throw
checked, shots. All pup
pups from pvt breeders.
EXOTIC PET WAREHOUSE
914-963-8667 (PD198)

Dogs
Cats
Adopt a beautiful
healthy cat. Just throw
checked, shots. All pup
pups from pvt breeders.
EXOTIC PET WAREHOUSE
914-963-8667 (PD198)

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checked, shots. All pup
pups from pvt breeders.
EXOTIC PET WAREHOUSE
914-963-8667 (PD198)

Legal Notices

fax your Legal Notices to (914) 696-8403.

27-63 91ST STREET LLC, a com-
mercial limited liability company
(LLC) filed with the Sec. of State
of NY (SSNY) on 04/17/07, Of-
fice Location: ROCKLAND
County, SSNY is designated as
agent upon whom process
against the LLC may be served.
SSNY shall mail a copy of any
process against the LLC served
upon him/her to the LLC, 17
KING ARTHUR COURT, NEW
CITY, NY 10956. General pur-
poses.

LEGAL NOTICE
The bond resolution, a sum-
mary of which is published here-
in, was adopted on June 5,
2007, and the validity of the
obligations authorized by such
resolution may be heretofore
waived only if such obligations
were authorized for an object
purpose for which the County of
Rockland, New York, is not au-
thorized to expend money, or if
the provisions of law which
should have been complied with
as of the date of publication of
this notice were not substantially
complied with, and an action, suit
or proceeding concerning such
validity is commenced within
twenty days after the date of pu-
blication of this notice, or such
obligations were authorized in vi-
olation of the provisions of the
Constitution.

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should have been complied with
as of the date of publication of
this notice were not substantially
complied with, and an action, suit
or proceeding concerning such
validity is commenced within
twenty days after the date of pu-
blication of this notice, or such
obligations were authorized in vi-
olation of the provisions of the
Constitution.

afai Productions, LLC, Art. of
Org. filed with Sec. of State of NY
(SSNY) on 04/07, Office loca-
tion: Rockland County, SSNY de-
signated as agent of LLC upon
whom process against it may be
served. SSNY shall mail a copy of
process to 60 Auburn Ave. Pro-
ductions, LLC, 107 High Ave.,
0267, New York, NY 10980. Purpose:
Any Lawful Purposes.

**NOTICE OF FORMATION OF BARNET
TRADING LLC** Art. of Org. filed
with the Sec. of State of NY (SSNY)
on 12/10/03 Office location,
County of Rockland The street address is:
15 North Mill Street, New York, NY 10980
SSNY has been designated as agent of the LLC upon whom
process against it may be served. SSNY shall mail process served to:
15 North Mill Street, New York, NY 10980
Purpose: Any lawful purposes.

**NOTICE OF FORMATION OF KINESTON
LLC** Art. of Org. filed with the
Sec. of State of NY (SSNY) on
12/06 Office location, County of
Rockland The street address is:
15 North Mill Street, New York, NY 10980
SSNY has been designated as agent of the LLC upon whom
process against it may be served. SSNY shall mail process served to:
15 North Mill Street, New York, NY 10980
Purpose: Any lawful purposes.

has been designated as agent of
the LLC upon whom process
against it may be served. SSNY
shall mail process served to:
15 North Mill Street, New York, NY 10980
Purpose: Any lawful purposes.

NOTICE OF PUBLIC HEARING
As per Chapter 260 of the Laws of
Rockland County, The Rockland
County Electrical Licensing Board
will hold a public hearing at 5:20
P.M. on Monday June 18, 2007,
in the Conference room in the
Chase Bank Building, Second
Floor, 200 Hempstead Road,
New York, New York, to discuss
the matter of Alvin Areschini,
Huesapini & Sons Electrical, Inc.,
License #99, 34 Dylas Park Road,
Hempstead, N.Y. 11546 working with
out Workers Compensation or
Disability Insurance as indicated
in Section 3 of the Rules and Reg-
ulations Relating to Licensing of
Master Electricians.

NOTICE OF PUBLIC HEARING
As per Chapter 260 of the Laws of
Rockland County, The Rockland
County Electrical Licensing Board
will hold a public hearing at 5:20
P.M. on Monday June 18, 2007,
in the Conference room in the
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Hempstead, N.Y. 11546 working with
out Workers Compensation or
Disability Insurance as indicated
in Section 3 of the Rules and Reg-
ulations Relating to Licensing of
Master Electricians.

the work. Any questions must be
e-mailed to wadepod@aol.com.
Any questions arising will be
e-mailed to all interested in sub-
mitting a proposal.

Each bid must be accompanied
by a certified check or bid bond
in the amount of ten (10) percent
of the contract amount. All bid
security, except those of the
three lowest bidders will be re-
turned within 10 days after bids
are submitted. The bid security
provided by the three low bid-
ders will be retained until the ex-
piration of the contract.

Bids must be presented in a
sealed envelope, addressed as
follows:
Nyack Union Free School Dis-
trict, Mr. Carleen Milligan, Ap-
parent Superintendent,
Business 13A Dickinson Avenue,
Nyack, New York 10959 Bid For: "Nyack
Union Free School District
School Food Services Bid"
Bids will be received until 11:00
a.m. on June 28, 2007 at the
School District Business Office,
13A Dickinson Avenue, Nyack,
New York, at which time and
place all bids will be publicly
opened. Bidders are solely re-
sponsible for the arrival of each
bid at the place of the bid open-
ing by the appointed time, re-
gardless of the means of deliv-
ery.
Bids shall remain firm for 90

Fax your Legal Notices to (914) 698-8403.

[illegible]

Notice of formation of RIDEK
LLC Area, Of Org. filed with the
City and State of NY (LLNY) on
11/27/98. The SSNY, a General
LLC. The street address is
1 North Mill Street, Nyack, NY
10959 SSNY has been designated
agent of the LLC upon being
served against it may be served.
The SSNY is located at 15 North
Mill Street, Nyack, NY 10959
10959 Purpose: any limited ac
tivities. Agent is Corporate
Systems Network Inc., 15 North
Mill Street, Nyack, NY 10959

Notice of formation of Furman
LLC. Art of Org. filed with the
City and State of NY (LLNY) on
11/27/98. The SSNY, a General
LLC. Office Location: Rockland
County. SSNY designated as
agent of the LLC upon whom

Box 18 North Mill Street, Nyack,
NY 10960.

Notice of formation of OVER-
BROOK SERVICES LLC Arts. of
Org. filed with the Sec'y of State
on 01/26/00, or thereon, at
Nyack, County of Rockland.
The street address is: 15 North
Mill Street, Nyack, NY 10960.

SSNY has been designated as
agent of the LLC upon service
of process on the LLC. Service
of process on the LLC shall be
made on SSNY. SSNY shall mail process served
to: 15 North Mill Street, Nyack,
NY 10960. Purpose, any lawful
act. Registered Agent is Cor-
poration Creative Network, Inc.,
15 Mill Street, Nyack, NY
10960.

NOTICE OF FORMATION OF
PROFESSIONAL SERVICE LIA-

County Court, 135th
Town, Hazard, City,
1907, at 10:00 a.m.,
promises known as 20
Taylor Street, State
NY 10980. All that certain plot
of land or part of land, with the
rights and improvements thereon
now erected, situate, lying
and being in the Town of Stony
Brook, County of Rockland and
State of New York, Section, Block
and Lot 14, D.M. 45. Approprate
to the use of, and for the purpose
of use as internet and roads. Promises
to be sold subject to provisions
of Filed Judgement index 63571/
J. J. Miller, Referee,
Attorney for Plaintiff 250 Main
Boulevard, New York 14624

one existing shed, of 18 1/2 feet in length, and the required rear yard setback for the proposed addition of 21 1/2 feet less than the required rear yard of 30 feet for a second existing shed.

The subject premises are situated on the North side of Pomona Avenue, 540 feet from its intersection with Gallina Court, as known as 80 Pomona Road, as designated on the Tax Map as shown on 33-17, Block 1, Lot 3 in the City of Pomona. Corner of Pomona in an A-40 Zoning District.

PLEASE TAKE FURTHER NOTICE that the copies of the documents filed herein are available for public inspection in each office of the Planning Commission.

of Sloeborg will conduct a hearing on a Proposed Local Law extending interim earnings suspensions pending the completion and adoption of a comprehensive development plan, of implementing legislation, the Village of Sloeborg.

PLEASE TAKE FURTHER NOTICE A Public Hearing on proposed Local Law will be at the Sloeborg Municipal Bldg. 36 Orange Turnpike, Sloeborg, New York on June 27 at 7:00 p.m. or as soon thereafter as possible.

PLEASE TAKE FURTHER NOTICE copies of the full text of proposed Local Law are post-

ATTACHMENT D

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

- 6/13/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Clerk, Mae Naber, enclosing Verizon's application for a cable television franchise and proposed franchise agreement
- 6/18/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Clerk, Mae Naber, and Village Attorney, Bruce Levine, enclosing the service area map and the letter transmitting Verizon's application to Cablevision
- 6/18/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Clerk, Mae Naber, and Village Attorney, Bruce Levine, correcting erroneous reference to the service area
4. 6/20/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, regarding Short Environmental Assessment Form
5. 6/20/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, regarding signatory to franchise agreement
6. 6/21/07 Correspondence from Verizon's Senior Vice President, Monica Azare, to Village Mayor, George O. Darden, regarding the June 26 public hearing and enclosing an information sheet outlining the benefits of Verizon FiOS TV service
- 6/21/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Clerk, Mae Naber, and Village Attorney, Bruce Levine, enclosing letter addressing Cablevision's anticipated claims
8. 6/22/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, regarding the Environmental Assessment Form
9. 6/22/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, enclosing draft resolution and addressing Environmental Assessment Form
10. 6/22/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, regarding the Environmental Assessment Form
11. 6/22/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Clerk, Mae Naber, requesting newspaper's affidavit of publication of the notice of public hearing
12. 6/24/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, regarding the draft resolution
13. 6/26/07 Correspondence from Verizon's outside counsel, Brian Johnson of Wiley Rein LLP, to Village Attorney, Bruce Levine, enclosing revised resolution

Tab 1



June 13, 2007

Brian A. Johnson
202.719.3480
bjohnson@wileyrein.com

HAND DELIVERY

Mae N. Naber
Village Clerk
Village of Spring Valley
Village Hall
200 North Main Street
Spring Valley, New York 10977

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

Dear Ms. Naber:

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

Also enclosed is the proposed Cable Franchise Agreement by and between the Village of Spring Valley and Verizon New York Inc.

Please contact me at (202) 719-3480 should you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Brian A. Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian A. Johnson

Enclosures

cc: Bruce Levine, Esq., Village Attorney
Verizon New York Inc.

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

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

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

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

In response to the information requested in subsection 1(c) and 1(d)(iii), Verizon NY does not currently plan to engage in origination cable casting.

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

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

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

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

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

Verizon NY has completed the construction of its fiber to the premises ("FTTP") network to approximately 40% of the households in the Municipality. A full discussion of the construction requirements and central office conversion requirements to bring FTTP and cable television service to the Municipality is contained in Exhibit 1.

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

Verizon NY will continue to adhere to applicable lawful customary time, place and manner permitting requirements of the Municipality.

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

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

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

- (5) A statement of Verizon NY's experience in the cable television field including, if applicable, the names and professional experience of the persons or organizations who

will be responsible for the construction, installation and operation of the proposed system.

Verizon NY and its predecessor entities have provided telecommunications services in the State of New York for over one hundred years. Consequently, Verizon NY has extensive experience and expertise in the telecommunications field. Generally, the current cable service operation of Verizon NY is similarly based on an extensive history. Specifically, Verizon NY has applied the comprehensive knowledge of current Verizon NY employees in the provision of telecommunications service, including in-depth knowledge and experience of employees who were involved in affiliated enterprises.

Verizon NY was awarded cable television franchise by the following municipalities: (1) Village of Massapequa Park (Nassau County); (2) Village of Nyack (Rockland County); (3) Village of South Nyack (Rockland County); (4) Village of Upper Nyack (Rockland County); (5) Town of Hempstead (Nassau County); (6) Village of Cedarhurst (Nassau County); (7) Town of Oyster Bay (Nassau County); (8) Village of Laurel Hollow (Nassau County); (9) Village of Grand View-on-Hudson (Rockland County); (10) Village of Lynbrook (Nassau County); (11) Town of Clarkstown (Rockland County); (12) Village of Mineola (Nassau County); (13) Village of East Rockaway (Nassau County); (14) Town of Greenburgh (Westchester County); (15) Town of Smithtown (Suffolk County); (16) Village of Irvington (Westchester County); (17) Village of Valley Stream (Nassau County); (18) Town of Huntington (Suffolk County); (19) Village of Farmingdale (Nassau County); (20) Village of Ardsley (Westchester County); (21) Village of Freeport (Nassau County); (22) Village of Dobbs Ferry (Westchester County); (23) Village of Tarrytown (Westchester County); (24) Town of Eastchester (Westchester County); (25) Town of Mount Kisco (Westchester County); (26) Village of Elmsford (Westchester County); (27) Village of Port Chester (Westchester County); (28) Village of Tuckahoe (Westchester County); (29) Town of Orangetown (Rockland County); (30) Village of Piermont (Rockland County); (31) City of White Plains (Westchester County); (32) Village of Airmont (Rockland County); (33) Village of Williston Park (Nassau County); (34) Town of North Hempstead (Nassau County); (35) Village of Rye Brook (Westchester County); (36) Town of Haverstraw (Rockland County); (37) Village of New Hyde Park (Nassau County); (38) Village of West Haverstraw (Rockland County); (39) Town of North Castle (Westchester County); (40) Village of Chestnut Ridge (Rockland County); (41) Village of Bayville (Nassau County); (42) Village of Sands Point (Nassau County); and (43) Village of Old Field (Nassau County).

The NY PSC granted the following Orders and Certificates of Confirmation for Verizon NY's approved franchises: (1) Massapequa Park - December 14, 2005; (2) Nyack - February 8, 2006; (3) South Nyack - February 8, 2006; (4) Upper Nyack - May 18, 2006; (5) Hempstead - May 18, 2006; (6) Cedarhurst - June 22, 2006; (7) Oyster Bay - June 23, 2006; (8) Laurel Hollow - August 24, 2006; (9) Grand View-on-Hudson - August 24, 2006; (10) Lynbrook - September 21, 2006; (11) Clarkstown - September 21, 2006; (12) Mineola - September 21, 2006; (13) East

Rockaway – October 19, 2006; (14) Greenburgh – October 19, 2006; (15) Smithtown – November 10, 2006; (16) Irvington – November 10, 2006; (17) Valley Stream – November 10, 2006; (18) Huntington – November 10, 2006; (19) Farmingdale – November 10, 2006; (20) Ardsley – December 15, 2006; (21) Dobbs Ferry – December 15, 2006; (22) Freeport – December 15, 2006; (23) Tarrytown – December 15, 2006; (24) Eastchester – January 19, 2007; (25) Mount Kisco – January 19, 2007; (26) Elmsford – February 16, 2007; (27) Port Chester – March 23, 2007; (28) Tuckahoe – March 23, 2007; (29) Orangetown – April 20, 2007; (30) Piermont – April 20, 2007; (31) White Plains – May 17, 2007; (32) Airmont – May 17, 2007; (33) Williston Park – May 17, 2007; and (34) Rye Brook – May 17, 2007.

Furthermore, other subsidiaries of Verizon Communications Inc. were awarded cable television franchises by 807 franchising authorities in California, Delaware, Florida, Maryland, Massachusetts, New Jersey, Pennsylvania, Texas, and Virginia.

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

Verizon NY does not own or operate any other cable television system, directly or indirectly.

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

Verizon NY intends to finance the construction of the FTTP system and the provision of cable services over the FTTP system through a variety of internally and externally generated funds. Verizon NY is a financially stable company which has provided telecommunications services in New York State for more than a century. Its parent company, Verizon Communications Inc., is a Fortune 20 company, a Dow 30 Industrials company, and had 2006 revenues in excess of \$88 billion. A copy of The 2006 Form 10-K of Verizon Communications Inc. can be accessed via the following internet address:

http://investor.verizon.com/sec/sec_frame.aspx?FilingID=5002107

A copy of the Verizon Communications Inc. 2006 Annual Report to Shareholders can be accessed via the following internet address:

http://investor.verizon.com/financial/quarterly/pdf/06_annual_report.pdf

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

under indictment charging such a crime; (b) has ever been held liable by any court of competent jurisdiction in any civil action based on fraud, deceit or misrepresentation; or (c) has ever been punished or censured in any jurisdiction for any violation or attempted violation of any law, rule or order relating to cable television operations.

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

PROPOSED SERVICE OVERVIEW, PRODUCT OFFERS AND ARCHITECTURE

- **Overview of Fiber to the Premises (FTTP) Deployment**
- **Service Overview**
 - **Product Offer**
 - **Service Delivery/Connection Method**
- **FTTP System Architecture**
 - **End-to-End Architecture**
 - **Wide Area Transport**

Overview of Fiber To The Premises (FTTP) Deployment

Fiber to the Premises (FTTP) is a key Verizon corporate initiative to provide voice, cable television and very high speed data services. FTTP uses fiber-optic cable and optical electronics to directly link homes and many businesses to the Verizon network. The fiber network being deployed can support cable television and, where appropriate, Verizon will seek to provide cable service to customers. Key objectives include, but are not limited to, the delivery of higher customer satisfaction, superior performance (network, applications & technical support), and an installation process that surpasses the Cable, DBS and DSL experience today.

- **Verizon Communications companies began deploying FTTP in twelve states in 2004. Verizon passed six million homes with FTTP in sixteen states by the end of 2006.**
- **Cable television services deployment will be a subset that is ancillary to the voice and data FTTP services. Select FTTP-enabled wire centers will be deployed for cable service in the first instance.**

Service Overview

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

- **Basic tier, including local and Educational and Government (EG) channels as requested by and as negotiated with the community**
- **Expanded Service tiers**
- **Premium channel tiers**
- **Pay Per View (PPV)**
- **HDTV channels**
- **Digital music channels**

EXHIBIT 1
APPLICATION FOR A CABLE TELEVISION FRANCHISE
VILLAGE OF SPRING VALLEY/VERIZON NEW YORK INC.

- **Digital Video Recorder (DVR)**
- **Interactive programming guide (IPG)**
- **Inside coax cable wire installation**

Product Offers

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

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

Service Delivery/Connection Method

Connection Method

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

Connection Method – Set Top Box

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

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

Connection Method: - PPV

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

Equipment Changes and Re-Configurations

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

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FTTP System Architecture

End-to-End Architecture

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

Figure 2 shows full build and overlay architecture. FTTP will be built instead of copper facilities in new communities. In existing communities, the existing copper network will continue to serve those customers who have not migrated to the FTTP network. The fiber is deployed from a Central Office location within a wire center area.

Figure 1-High Level End to End Architecture

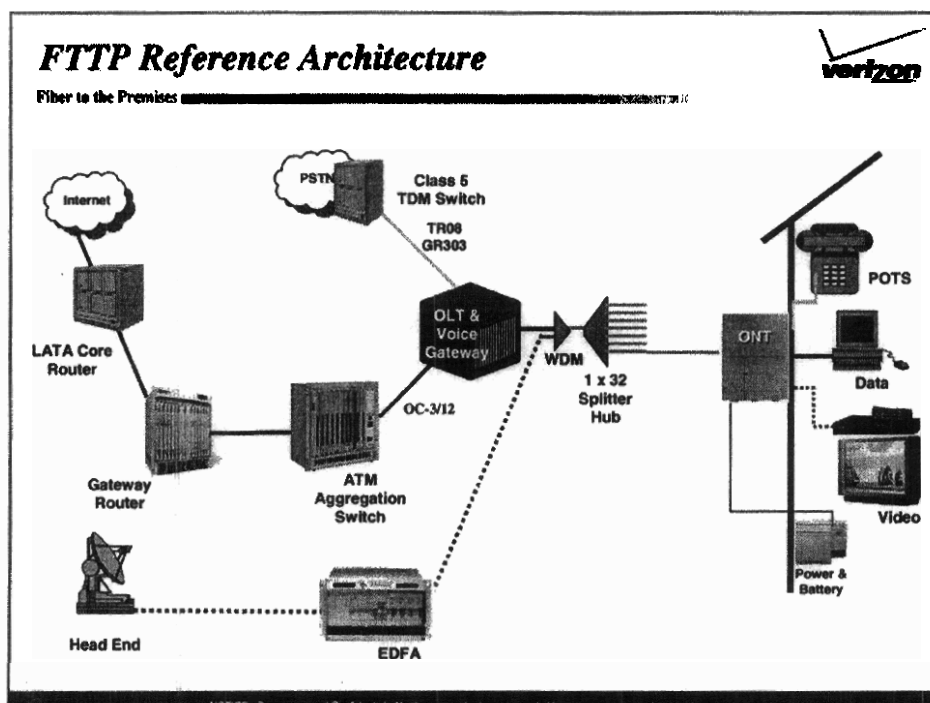
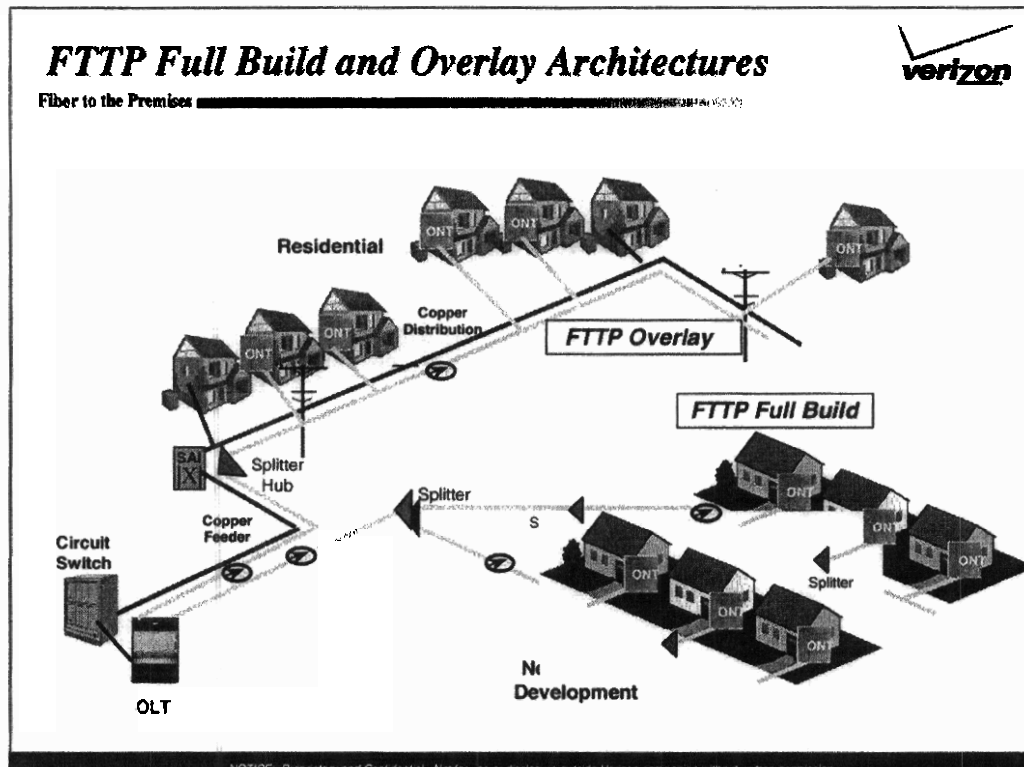


Figure 2-FTTP Full Build and Overlay Architectures



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

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

Cable television traffic is converted to optical signals at the VHO and transported over Verizon's metro area, inter-office facilities (IOF) to Video Serving Offices (VSOs). Voice

and high-speed data signals are combined with the cable television at this location for final transport to the subscriber premises over Verizon's FTTP Passive Optical Network (PON).

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

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

Super Headend (SHE)

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

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

The key functions of the SHE include:

Content Reception

Signal Processing

Encoding

Network Interface

The majority of cable television sources shall be individual content provider programming. A mix of standard and high definition formats shall be supported. All content shall be encoded into MPEG2 streams, formatted for SONET, and transported via an OC48c to a local point-of-presence (POP) for wide area (national) transport.

Wide Area Transport

In support of the cable television service, Verizon will use OC48c SONET facilities in the POPs serving target cable markets. Where multiple POPs exist within a market, redundancy options shall dictate if a single or multiple POPs shall be designated for supporting the cable television traffic.

In most cases, it is expected that the cable television traffic shall traverse multiple interconnected rings between the SHE and the destination market. Once the cable traffic reaches a POP located in a target market, it will be forwarded to an OC48c SONET

interface connected to metro/local SONET facilities. These facilities shall connect the POP to a Video Hub Office (VHO). VHOs are capable of serving multiple communities within a target market. If more than one VHO is required, the metro SONET ring(s) would be deployed to cover multiple sites.

Video Hub Office (VHO)

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

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

WAN Interface for Cable television Transport

Ad Insertion

PEG Content

Signal Grooming and Multiplexing

Emergency Alert Service

Interactive Program Guide

Conditional Access

Local Content

The VHO shall aggregate three basic sources of content: national broadcast channels, local broadcast channels, and public, educational, & government (PEG) channels. The national content is the traffic sent from the SHE and is delivered via an OC48c SONET interface from the SONETPOP. The local broadcast channels shall be received off-air via antennas or terrestrial fiber transport located at the VHO site. The PEG channels shall be collected via terrestrial connections from each local franchising area (LFA) served by the VHO.

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

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

Metro Area Transport

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

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

The Video Serving Office (VSO) is a location within the central office containing FTTP equipment. The VSO that will serve the City of Peekskill is located in Peekskill, New York. If technically feasible or otherwise appropriate, PEG insertion may occur at these locations in the network.

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

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

Customer Premises

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

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LEGAL AUTHORITY TO CONSTRUCT FIBER TO THE PREMISES

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

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

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

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

EXHIBIT 1
APPLICATION FOR A CABLE TELEVISION FRANCHISE
VILLAGE OF SPRING VALLEY/VERIZON NEW YORK INC.

Furthermore, on June 15, 2005, the New York Public Service Commission ruled that Verizon does not need to obtain a cable franchise before constructing its FTTP network. The

Commission found that unlike cable companies, Verizon already has the necessary authority under state law to use the public rights-of-way. Thus, the Commission concluded that Verizon has the right to upgrade its telecommunications network to make it capable of providing cable service. See Declaratory Ruling on Verizon Communication, Inc.'s Built-Out of its Fiber to the Premises Network, NY Public Service Commission, Case 05-M-0520/05-M-0247, June 15, 2005.

EXHIBIT 2
APPLICATION FOR A CABLE TELEVISION FRANCHISE
VILLAGE OF SPRING VALLEY/VERIZON NEW YORK INC.

VERIZON NEW YORK INC.

VERIZON FiOS TV – NEW YORK AREA CHANNEL LINEUP

**NOTE: ALL INFORMATION PROVIDED
IS FOR THE NEW YORK AREA
AND IS SUBJECT TO CHANGE FOR THE MUNICIPALITY**

HD
HD Broadcast
801 CW — WPXI HD
802 CBS — WCBS HD
803 PBS — WNET HD
804 NBC — WNBC HD
805 FOX — WNYW HD
807 ABC — WABC HD
809 My WWOR HD
HD National
825 TNT HD
826 ESPN HD
827 ESPN 2 HD
828 NFL Network HD
830 YES HD
831 SportsNet New York HD
833 HD Net
834 HD Net Movies
835 Universal HD
836 Discovery HD
837 Wealth TV HD
838 National Geographic Channel HD
839 MTV HD
840 Food Network HD
841 HGTV HD
845 Lifetime Movie Network HD
HD Premium
851 HBO HD
852 Cinemax HD
853 Showtime HD
854 TMC HD
855 Starz HD

LOCAL PLUS
860 NBC Weather Plus
861 The Tube Music Network
864 WNBC 4.4
866 WRNN-Rise
870 WLW 21
871 WLW Create
872 13 Kids
873 13 World

**Subscription to corresponding premium channels and packages required.

***Not all local public, educational and governmental (PEG) channels may be available at the time of installation.

Programming services offered within each package are subject to change, and not all programming services will be available at all times. Blackout restrictions also apply.

VIDEO ON DEMAND**
900 FIOS On Demand
ALL FREE
Home & Leisure
Info & Education
Kids
Marketplace
Music
News
People & Culture
Pop Culture
Sports
Women
En Español
Movies
International Films
Library
Movie Trailers
New Releases
En Español
Subscriptions
Cinemax
HBO
Showtime
Starz
Sundance
The Movie Channel
Playboy
here!
Karaoke Channel
WWE 24-7
Events
Sports
Uncensored
En Español
Adult
FIOS TV Help

PUBLIC/EDUCATION/GOVERNMENT***
Ardley
37 Public Access
Cedarhurst
38 Public Access
Clarkstown
37 Public Access
Dobbs Ferry
37 Public Access
46 Government Access Channel
47 Educational Access Channel
Eastchester
40 Eastchester Town Gov. Access 1
East Rockaway
38 Public Access

Elmsford
37 Public Access
Farmingdale
36 Public Access
Freeport
36 Public Access
Grandview on Hudson
36 Public Access
Greenburgh
32 Government Access Channel
34 Public Access Channel 1
35 Government Access Channel 2
37 Public Access Channel 2
Hempstead
36 Public Access
Huntington
36 Public Access
Irvington
37 Public Access
Laurel Hollow
36 Public Access
Lynbrook
32 Lynbrook Education
33 Lynbrook Government 1
34 Lynbrook Government 2
36 Public Access
Massapequa Park
36 Public Access
Mineola
36 Public Access
40 Mineola Education & Government Access
Mount Kisco
37 Public Access
New Hyde Park
36 Public Access
Nyack
37 Public Access
Orangetown
37 Public Access
Oyster Bay
36 Public Access
Port Chester
37 Public Access
Scarsdale
37 Public Access
Smithtown
37 Smithtown Government
38 Public Access
South Nyack
37 Public Access
Tarrytown
37 Public Access
Tuckahoe
37 Public Access
Upper Nyack
37 Public Access
Valley Stream
38 Public Access

Verizon FiOS TV

New York Channel Lineup

EFFECTIVE MAY 2007

FIOS TV LOCAL
2 CBS — WCBS-TV 2
4 NBC — WNBC-TV 4
5 FOX — WNYW-TV 5
6 WRNN-TV 62
7 ABC — WABC-TV 7
8 Superstation — WGN-TV
9 My WWOR-TV 9
10 WLNY-TV 55
11 CW — WPXI-TV 11
12 Telemundo — WNUJ-TV 47
13 PBS — WNET-TV 13
17 WFTV-TV 57
18 WMBC-TV 63
21 PBS — WLWJ-TV 21
23 PBS — WUNN-TV 50
25 NYC-TV
29 PBS — WFME-TV 65
31 ION-TV 31
32 Local Programming
33 Local Programming
34 Local Programming
37 Local Programming
38 Local Programming
40 Local Programming
41 Univision — WXTV-TV 41
48 TV Guide
49 Weather.com Local

FIOS TV PREMIER
Entertainment
50 USA Network
51 TNT
52 TBS
53 FX
54 Spike TV
Sports
60 ESPN
61 ESPN Classic Sports
62 ESPN2
63 ESPNU
64 ESPN 2
66 YES
67 SportsNet NY
68 MSG
69 Fox Sports Net NY
71 Speed Channel
72 NFL Network
75 VERSUS
76 Fox Soccer Channel

News
80 CNN
81 CNN Headline News
82 Fox News
83 CNBC
85 Bloomberg TV
86 CNN International
87 CNBC World
88 ABC News Now
89 C-SPAN
90 C-SPAN 2
91 C-SPAN 3
92 BBC World
99 The Weather Channel
Home & Lifestyle
100 Discovery Channel
101 National Geographic Channel
102 Science Channel
103 Discovery Times
104 Pentagon Channel
105 Military Channel
106 Military History Channel
107 History Channel International
108 History Channel
109 Biography Channel
110 Animal Planet
111 TV Info
119 TLC (The Learning Channel)
Women
120 Lifetime
121 Lifetime Movie Network
122 Lifetime Real Women
123 SoapNet
124 Oxygen
129 Women's Entertainment
Shopping
130 QVC
131 HSN
136 Jewelry
137 Shop NBC
Home & Lifestyle
140 Style
141 Discovery Health
143 Fit TV
144 Food Network
145 HGTV (Home & Garden Television)
146 Fine Living
147 DIY (Do It Yourself)
148 Discovery Home
149 Wealth TV
150 Travel Channel

Pop Culture
160 Sci-Fi Channel
161 A&E
162 Crime & Investigation Network
163 Court TV
164 GSN
165 Bravo
166 Sleuth
167 Logo
168 Ovation
169 BBC America
170 Comedy Central
171 G4
176 E! Entertainment Television
177 Fox Reality
178 Fuel
179 ABC Family
Music
180 MTV
181 MTV2
183 MTV Jams
184 MTV Hits
186 IMF (International Music Feed)
186 FUSE
187 VH1
188 VH1 Classic
189 VH1 Soul
190 BET Jazz
191 CMT
192 CMT Pure Country
193 Great American Country
194 Gospel Music Channel
195 BET Gospel
199 Soundtrack Channel
Movies
200 Turner Classic Movies
201 AMC
202 Fox Movie Channel
Family
210 Hallmark Channel (East)
212 Family Net
213 AmericanLife TV
214 TV Land



FIOS TV is frequently changing its channel offerings. To view our latest published channel lineup, please visit [verizonfios.com/tv](http://verizon fios.com/tv).

FIOS TV PREMIER (continued)

Children

- 220 Disney
- 221 Toon Disney
- 222 Nickelodeon
- 223 Nick Too
- 224 Nick Toons
- 225 GAS
- 226 Noggin
- 227 Cartoon Network (ESP)*
- 228 Boomerang (ESP)*
- 229 Discovery Kids
- 230 Varsity
- 231 FUNimation
- 232 PBS KIDS Sprout

People & Culture

- 240 BET
- 241 TV One
- 243 MTV Tr3s
- 244 Galavisión
- 245 Mun2
- 246 Si TV
- 247 AZN Television
- 248 Bridges TV

Religion

- 260 EWTN
- 261 INSP
- 262 iLife
- 263 Church
- 264 JCTV
- 265 BYU
- 266 Three Angels
- 267 The Word Network
- 268 Daystar
- 269 Smile of a Child
- 270 Trinity Broadcast Network

SPORTS**

- 300 Fox College Sports — Atlantic
- 301 Fox College Sports — Central
- 302 Fox College Sports — Pacific
- 303 Tennis Channel
- 305 Golf Channel
- 307 Outdoor Channel
- 308 The Sportsman Channel
- 311 Fox Sports en Español
- 313 GoTV
- 316 TVG (Horse Racing)
- 316 Horse Racing TV
- 318 Mer TV
- 319 Blackbelt TV
- 321 MSG 2
- 322 Fox Sports Net NY 2

MOVIES**

- 340 Starz
- 341 Starz West
- 342 Starz Edge
- 343 Starz Edge West
- 344 Starz in Black
- 345 Starz Kids & Family
- 346 Starz Cinema
- 347 Starz Comedy
- 348 Encore
- 349 Encore West
- 350 Encore Love
- 351 Encore Love West
- 352 Encore Westerns
- 353 Encore Westerns West
- 354 Encore Mystery
- 355 Encore Mystery West
- 356 Encore Drama
- 357 Encore Drama West
- 358 Encore Action
- 359 Encore Action West
- 360 Encore WAMI
- 361 Showtime
- 362 Showtime West
- 363 Showtime Showcase
- 364 Showtime Showcase West
- 365 Showtime Too
- 366 Showtime Too West
- 367 Showtime Beyond
- 368 Showtime Beyond West
- 369 Showtime Extreme
- 370 Showtime Extreme West
- 371 Showtime Women
- 372 Showtime Women West
- 373 Showtime Next
- 374 Showtime Next West
- 375 Showtime Family Zone
- 376 Showtime Family Zone West
- 377 The Movie Channel
- 378 The Movie Channel West
- 379 The Movie Channel Xtra
- 380 The Movie Channel Xtra West
- 381 Flx
- 382 Flx West
- 384 Sundance
- 385 Independent Film Channel

PREMIUMS**

HBO

- 400 HBO
- 401 HBO West
- 402 HBO 2
- 403 HBO 2 West
- 404 HBO Signature
- 405 HBO Signature West

- 406 HBO Family
- 407 HBO Family West
- 408 HBO Comedy
- 409 HBO Comedy West
- 410 HBO Zone
- 412 HBO Zone West
- 413 HBO Latino
- 414 HBO Latino West

Cinemax

- 415 Cinemax
- 416 Cinemax West
- 417 More Max
- 418 More Max West
- 419 Action Max
- 420 Action Max West
- 421 Thriller Max
- 422 Thriller Max West
- 423 Women's Max
- 424 At Max
- 425 Five Star Max
- 426 OutlawMax

Other Premiums

- 430 Playboy TV
- 431 Playboy TV en Español
- 435 here!

SPANISH LANGUAGE**

En Español

- 440 Galavisión
- 442 ESPN Deportes
- 443 Fox Sports en Español
- 444 GoTV
- 446 CNN en Español
- 447 Canal SUR
- 448 TVE Internacional
- 452 History Español
- 453 Discovery en Español
- 454 Viajar y Vivir
- 456 Infinito
- 457 MTV Tr3s
- 458 VH Uno
- 459 Telehit
- 462 De Película
- 463 De Película Clásico
- 464 Cine Latino
- 465 Cine Mexicano
- 466 La Familia
- 469 TV Chile
- 470 TV Colombia
- 472 Sorpresa
- 473 Toon Disney Español
- 474 Boomerang (ESP)*
- 475 Discovery Kids en Español
- 477 TBN Enlace
- 478 EWTN Español

INTERNATIONAL PREMIUMS**

- 480 SSTN (Vietnamese)
- 481 CCTV-4 (Mandarin Chinese)
- 482 CTI — Zhong Tian Channel (Chinese)
- 483 TV Japan
- 484 MBO (Korean)
- 485 The Filipino Channel
- 486 TV Asia
- 487 ART (Arabic)
- 488 RAI (Italian)
- 489 TV 5 (French)
- 490 TVP Polonia (Polish)
- 491 Rang A Rang (Farsi)
- 492 RTN Russian
- 493 Channel 1 Russian

LA CONEXIÓN

Entertainment

- 500 USA Network
- 501 TNT
- 502 TBS
- 503 Galavisión
- 504 FX
- 505 Spike TV

Sports

- 506 ESPN Deportes
- 511 YES
- 512 SportsNet NY
- 513 Fox Sports en Español
- 514 Fox Soccer Channel
- 515 MSG
- 516 GoTV
- 517 Fox Sports Net NY

News

- 518 CNN en Español
- 519 CNN
- 520 CNN Headline News
- 521 Fox News
- 522 CNBC
- 524 C-SPAN
- 525 Canal SUR

Information

- 529 TVE Internacional
- 530 History Español
- 531 Discovery Channel
- 532 Discovery en Español
- 534 Animal Planet
- 535 TLC (The Learning Channel)

Women

- 537 Lifetime
- 538 Lifetime Movie Network

Shopping

- 540 QVC
- 541 HSN
- 543 Shop NBC

Home & Leisure

- 545 Discovery Health
- 546 Viajar y Vivir
- 549 Infinito
- 550 Food Network
- 551 HGTV (Home & Garden Television)

Travel Channel

Pop Culture

- 555 E! Entertainment Television
- 556 A&E
- 557 Si TV
- 558 Mun2
- 559 Comedy Central
- 560 Sci-Fi Channel

Music

- 562 MTV Tr3s
- 563 MTV2
- 564 Telehit
- 565 VH Uno
- 566 CMT

Movies

- 569 De Película
- 570 De Película Clásico
- 571 Cine Mexicano
- 572 Cine Latino

Family

- 574 ABC Family
- 575 La Familia
- 576 TV Chile
- 577 TV Colombia
- 578 TV Land

Children

- 580 Nickelodeon
- 581 Disney en Español
- 582 Toon Disney Español
- 583 Boomerang (ESP)*
- 584 Cartoon Network (ESP)*
- 585 Sorpresa
- 586 Discovery Kids en Español

Religion

- 588 TBN Enlace
- 589 EWTN Español

MUSIC CHOICE

- 600 Showcase
- 601 Today's Country
- 602 Classic Country
- 603 Bluesgrass
- 604 R&B and Hip-Hop
- 605 Classic R&B
- 606 Smooth R&B
- 607 R&B Hits
- 608 Rap
- 609 Metal
- 610 Rock
- 611 Arena Rock
- 612 Classic Rock
- 613 Alternative
- 614 Retro-Active
- 615 Electronic
- 616 Dance
- 617 Adult Alternative
- 618 Soft Rock
- 619 Hit List
- 620 Party Favorites
- 621 90s
- 622 80s
- 623 70s
- 624 Solid Gold Oldies
- 625 Singers & Standards
- 626 Big Band & Swing
- 627 Easy Listening
- 628 Smooth Jazz
- 629 Jazz
- 630 Blues
- 631 Reggae
- 632 Soundscapes
- 633 Classical Masterpieces
- 634 Opera
- 635 Light Classical
- 636 Show Tunes
- 637 Contemporary Christian
- 638 Gospel
- 639 Radio Disney
- 640 Sounds of the Seasons
- 641 Música Urbana
- 642 Salsa y Merengue
- 643 Rock en Español
- 644 Pop Latino
- 645 Mexicana
- 646 Americana

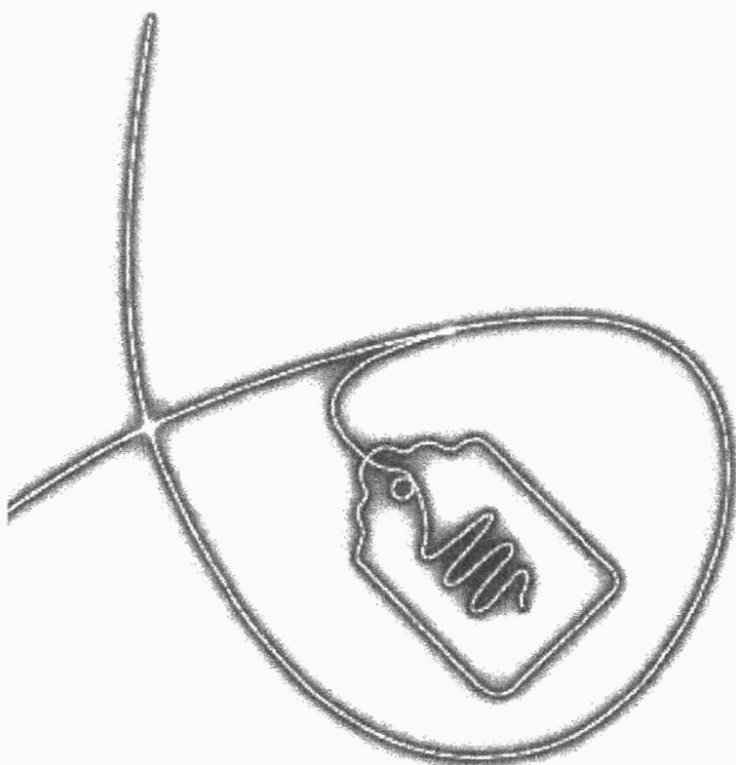
PAY PER VIEW

- 701 Events
- 702-707 ESPN-NCAA Sports/ GamePlan/Full Court

EXHIBIT 3
APPLICATION FOR A CABLE TELEVISION FRANCHISE
VILLAGE OF SPRING VALLEY/VERIZON NEW YORK INC.

Verizon FiOS TV

Rates & Packages



Get more from your
fiber-optic experience.

Here's everything you need to create your perfect FiOS TV package. First, choose your service. Then, add to it from our selection of digital packages and premium channels below.

Refer to the Channel Lineup for a complete listing of the channels included in each package.

Service	Number of Channels	Monthly Price
FiOS TV Local ¹	15-35	\$12.99
Digital Service (Requires Set Top Box (STB) and Router ²)		
FiOS TV Premier ³	160 + FiOS TV Local	\$42.99
La Conexión ⁴	115 + FiOS TV Local	\$32.99

Now, add more channels for just a few dollars more.

Packages (Requires STB)	Number of Channels	Monthly Price
Sports	13	\$7.99
Movies	44	\$12.99
Sports/Movies Combination	59	\$15.99
Spanish Language	25	\$11.99

Premiums ⁵ (Requires STB)	Number of Channels	Monthly Price
HBO ⁶	14	\$15.99
Cinemax ⁷	12	\$15.99
HBO/Cinemax Combination	26	\$25.99
Playboy TV ⁸ /Playboy TV en Español	2	\$15.99
here!	1	\$7.99

International Premiums ⁹ (Requires STB)	Number of Channels	Monthly Price
International Premium Channels	17	Individually Priced
Video On Demand (VOD) and Pay Per View (PPV) (Requires STB)		Price

On Demand Movies

New Releases	\$3.99
Library	\$2.99

On Demand Subscriptions

WWE	\$7.99/mo.
Karaoke	\$7.99/mo.

On Demand Adult	\$14.99/each
PPV Events	Varies
PPV Sports	Varies
ESPN GamePlan — NCAA Football	\$21.99/daily, \$129.99 season*
ESPN FullCourt — NCAA Basketball	\$14.99/daily, \$109.99 season*

Set Top Box (STB)	Monthly Price
Standard Definition	\$4.99
High Definition (includes HD channels)	\$9.99
High Definition Digital Video Recorder (includes HD channels)	\$12.99
Home Media DVR (features Multi-Room DVR & Media Manager)	\$19.99

Initial Installation	One-Time Charges
Existing Outlet Hookup (up to 3)	No Charge
Additional Outlet/Set Top Box Hookup (existing outlet)	\$19.99
New Outlet Install/Existing Outlet Rewire (per outlet)	\$54.99
Outlet Relocation	\$54.99

Subsequent Installations/Charges	One-Time Charges
Set Top Box Addition or Upgrade/Downgrade	\$24.99
Premise Visit*	\$49.99
New Outlet Installation (per outlet)	\$54.99
Outlet Relocation (per outlet)	\$54.99
Setup of TV Equipment (new TV with existing STB)	\$49.99
Disconnect of Set Top Box*	\$24.99 + \$5.00/STB
Downgrade of Service from Digital to Analog	\$49.99 + \$5.00/STB
FIOS TV Service Disconnect	No Charge

Other Services and Charges	One-Time Charges
Seasonal Service Suspension (charged at initiation, 1–6 months)*	\$24.99
Replacement Remote — FIOS TV Universal	\$6.99 + Shipping & Handling
Replacement Remote — Basic Universal	\$5.00 + Shipping & Handling
Unreturned/Damaged STB — Standard Definition	\$240.00
Unreturned/Damaged STB — High Definition	\$350.00
Unreturned/Damaged STB — Digital Video Recorder (DVR)	\$550.00

*In addition, early subscription and half season prices are available.



- 1 In order to be eligible for Movies or Sports, FIOS TV Premier or La Conexión is required. The Spanish Language package may be added to FIOS TV Local service, but requires a Set Top Box for access. The addition of a Set Top Box with FIOS TV Local service provides access to Video On Demand (VOD) and Pay Per View (PPV), as well as the ability to order Premiums and International Premiums.
- 2 Router provided will be a new or fully inspected, tested and warranted return unit. If service is cancelled within the first 12 months, router must be returned or \$99.99 equipment fee applies. If you maintain service for twelve (12) consecutive months, ownership of the router shall transfer to you, after which time all maintenance of the router shall be at your sole cost and expense, and the risk of loss will be yours should the router be damaged or stolen.
- 3 FIOS TV Premier includes all FIOS TV Local channels, additional all-digital programming, digital music channels and access to Pay Per View and Video On Demand. 30-day minimum billing period required for all digital packages.
- 4 La Conexión includes all FIOS TV Local channels, digital programming including popular English-language networks and Spanish-language networks, digital music channels, and access to PPV and VOD. La Conexión cannot be combined with the Spanish Language package. 30-day minimum billing period required for all digital packages.
- 5 Subscription VOD is included with all Premiums at no extra charge (where applicable). 30-day minimum billing period required for all Premiums.
- 6 A premise visit charge is assessed when a technician installation is required to set up a new or additional TV with an existing FIOS TV Set Top Box. A premise visit charge is not assessed when adding new, upgrading/downgrading existing, or disconnecting Set Top Box receivers.
- 7 The Set Top Box disconnect charge is assessed only when the customer maintains at least one FIOS TV Set Top Box. If all Set Top Box receivers are disconnected, the service downgrade charge applies.
- 8 Seasonal service suspension requires a minimum suspension of one month and a maximum suspension of six months.

Programming services offered within each package are subject to change and the number of channels within each package are approximations. Not all programming services available at all times. Blackout restrictions also apply. In addition, the pricing of the packages and the terms and conditions regarding your use of Verizon FIOS TV are also subject to change. Pricing applies to residential use only within the United States. Not all services are available in all areas. Acceptance of FIOS TV Terms of Service is required in order to use FIOS TV, and a copy of the Terms of Service will be given to you at the time of installation. The customer is financially responsible for any damage to, or misuse of, any equipment or for the failure to return any equipment if service is terminated. Applicable franchise fees, regulatory fees and taxes apply. Other terms and conditions apply.

VEFIF60157-307

Cable Franchise Agreement

By and Between

The Village of Spring Valley

And

Verizon New York Inc.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3. PROVISION OF CABLE SERVICE	8
4. SYSTEM FACILITIES	9
5. PEG SERVICES	10
6. FRANCHISE FEES	11
7. REPORTS AND RECORDS	12
8. INSURANCE AND INDEMNIFICATION	13
9. TRANSFER OF FRANCHISE.....	15
10. RENEWAL OF FRANCHISE.....	15
11. ENFORCEMENT AND TERMINATION OF FRANCHISE	15
12. MISCELLANEOUS PROVISIONS.....	17

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

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

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

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

WHEREAS, Franchisee is in the process of completing the upgrade of its existing telecommunications and information services network through the installation of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area which transmits the Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

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

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

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

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

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual

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

1.13. *Franchise Area:* The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

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

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

1.16. *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the 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 video on demand, including pay-per-view; (iv) revenues from the sale or lease of access channel(s) or channel capacity; 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.

Gross Revenue shall not include: Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; 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; Cable Service 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); refunds, rebates or discounts

made to Subscribers or other third parties; any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders; 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; 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; 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; 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); 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); 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; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Support Grant payments.

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

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

1.19. *Local Franchise Authority (LFA):* The Village of Spring Valley, New York, or the lawful successor, transferee, or assignee thereof.

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

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

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

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

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

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

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

1.27. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

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

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

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

1.31. *Transfer of the Franchise*:

1.31.1. Any transaction in which:

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

1.31.1.2. 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.

1.31.2. 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.

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

2.2. *The FTTP Network:* Franchisee is in the process of upgrading of its existing telecommunications and information services network through the installation of the FTTP Network in the Franchise Area pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act. Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities; provided, however, that nothing herein shall be construed to limit any existing authority that the LFA may have with respect to the Franchisee's mixed use facilities pursuant to Title II of the Communications Act, Section 27 of the Transportation Corporations Law, and lawful and applicable local laws, including any lawful right to compel relocation of such facilities in the event of road-widenings and other adjustments to the Public-Rights-of-Way.

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 fifteen (15) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

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

2.6. *No Waiver:*

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

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

2.7. *Construction of Agreement:*

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

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

2.8. *Police Powers:* The LFA shall not subject Franchisee to any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police powers including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however that such laws and regulations are reasonable and not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

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

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall offer Cable Service to significant numbers of Subscribers within residential areas of the Service Area and may make Cable Service available to businesses in the Service Area, within twelve (12) months and shall offer Cable Service to all residential areas of the Service Area within five (5) years, of the Effective Date of this Franchise, or, in both instances, such longer period as may be permitted by the Cable Law, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (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; and (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1. and Section 3.2.

3.1.1. 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 thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1 respectively, 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: 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 trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) 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 thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility.

3.3. Cable Service to Public Buildings: Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than five hundred (500) 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 five hundred (500) 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 five hundred (500) aerial 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 beyond one hundred fifty (150) feet, 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.

3.4. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of 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. The System shall be designed and operated with an initial analog and digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

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

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

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational, and government programming, the Franchisee shall provide the LFA with access to PEG services pursuant to applicable NY PSC rules and regulations.

5.1.2. The LFA hereby authorizes Franchisee to transmit such programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall

provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations. The PEG Support Grant described in Section 5.3 will be used, in whole or in part, by the LFA to provide Franchisee with tapes of its Village Board meetings for playback.

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

5.3. *PEG Support Grant:* Franchisee shall pay to the LFA a PEG support grant in the total amount of Thirty Six Thousand Dollars (\$36,000) (the "PEG Support Grant"). The PEG Support Grant shall be payable in fifteen (15) installments of Two Thousand Four Hundred Dollars (\$2,400) each with the first payment being due on the date which is ninety (90) days after the Effective Date, and with the remaining fourteen (14) payments being due on the date which is ninety (90) days after the anniversaries of the Effective Date, commencing on the first (1st) anniversary of the Effective Date. The PEG Support Grant shall be used by the LFA exclusively for PEG costs, including, but not limited to, costs for facilities, production equipment, editing equipment, program playback equipment and other PEG costs as may be ascertained by the LFA.

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

6. FRANCHISE FEES

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days

following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

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

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

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

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. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

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

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

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

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

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

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

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

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

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

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

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

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

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

8.1.1.5. Excess liability or umbrella coverage of not less than one million dollars (\$1,000,000).

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, Employer's Liability Insurance, and excess liability or umbrella coverage.

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 sureties 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.

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

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee timely written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or

compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

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

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

9. TRANSFER OF FRANCHISE

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.31 above.

10. RENEWAL OF FRANCHISE

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

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

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

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

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice"). This Section shall in no way limit the LFA's rights to inspect Franchisee's books and records pursuant to this Agreement.

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

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

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

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

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

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

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of

such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and, to the extent not inconsistent with applicable law, 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, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

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

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

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

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

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision

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

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

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

12.5.1. Notices to Franchisee shall be mailed to:

Verizon New York Inc.
Jack White, Senior Vice President and General Counsel
Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097

12.5.2. Notices to the LFA shall be mailed to:

Village Treasurer
Village of Spring Valley
200 North Main Street
Spring Valley, NY 10977

12.5.3. with a copy to:

Mayor
Village of Spring Valley
200 North Main Street
Spring Valley, NY 10977

12.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

12.21. *Subscriber Privacy:* Franchisee shall comply at all times with the subscriber privacy requirements set forth in 47 U.S.C 551. Franchisee shall maintain due diligence with regard to possible abuses of the right of privacy of any Subscriber resulting from any device or signal provided by the Franchisee with respect to the Cable System, and shall take all reasonable steps necessary to prevent and terminate any such abuses. The Franchisee shall comply with applicable laws, rules and regulations in the protection of its Subscribers right to privacy. Consistent with Section 631 of the Communications Act, the Franchisee shall not, without the prior written consent of any Subscriber as may be required by applicable law: (i) release such Subscriber's "personally identifiable information"; (ii) sell or release any lists of the names or addresses of its Subscribers; or (iii) compile and sell or release any information about the individual viewing characteristics of any Subscribers; provided, however, that nothing herein shall limit the Franchisee's authority to release any Subscriber information to the extent necessary for billing purposes or other permissible purposes under applicable law, including, but not limited to, marketing of Franchisee's services.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2007.

Village of Spring Valley:

By: _____
[Title]

Verizon New York Inc.

By: _____
[Title]

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

- 1) Village Hall in the Village of Spring Valley
200 North Main Street
Village of Spring Valley, NY 10977
- 2) Louis Kurtz Civic Center
9 North Main Street
Village of Spring Valley, NY 10977

EXHIBIT B

SERVICE AREA

The Service Area shall be the Franchise Area. A map of the Service Area is attached hereto.

The construction of the Franchisee's FTTP Network has been completed to approximately 40% of the current households in the Franchise Area. At present, Franchisee's anticipated schedule calls for 44% deployment by January 2008, 53% deployment by June 2008, 61% deployment by January 2009, 67% deployment by June 2009, 73% deployment by January 2010, 79% deployment by June 2010, 85% deployment by January 2011, 91% deployment by June 2011, 97% deployment by January 2012, and 100% deployment by June 2012. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.

Tab 2

From: Johnson, Brian
Sent: Monday, June 18, 2007 4:26 PM
To: 'mnaber@villagespringvalley.org'; 'blevine@villagespringvalley.org'
Cc: 'joan.l.elliston@verizon.com'
Subject: Spring Valley Application and Service Area Map

Mae and Bruce:

Attached are:

- 1 - A copy of Verizon's letter of transmittal sending a copy of Verizon's application for a cable franchise to Cablevision; and
- 2 - A map of the Suffern Service Area for attachment to Exhibit B of the Cable Franchise Agreement.

If you should have any questions, please contact Joan or me.

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

This message is intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL, and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of the communication is strictly prohibited.



2007.06.13.PDF



NY_SpringValley_SAMap_061607.pdf

Maria Silveira
Assistant General Counsel
Video Franchising
703-351-3102 office
703-351-3652 facsimile
maria.d.silveira@verizon.com



1515 N. Courthouse Road
Suite 500
Arlington, VA 22201

Via Overnight Delivery

June 14, 2007

Mr. David Ellen
SVP- General Counsel Cable, Telecommunications and Programming
Cablevision
1111 Stewart Avenue
Bethpage, New York 11714

Re: Verizon New York. Application for an initial Cable Television Franchise- Spring Valley, NY

Dear Mr. Ellen:

Pursuant to the requirements of 16 N.Y.C.R.R. Section 894.5(i), please find enclosed a copy of the application for an initial cable television franchise that Verizon New York, Inc. submitted to the Village of Spring Valley, Rocklands County, New York.

Sincerely,

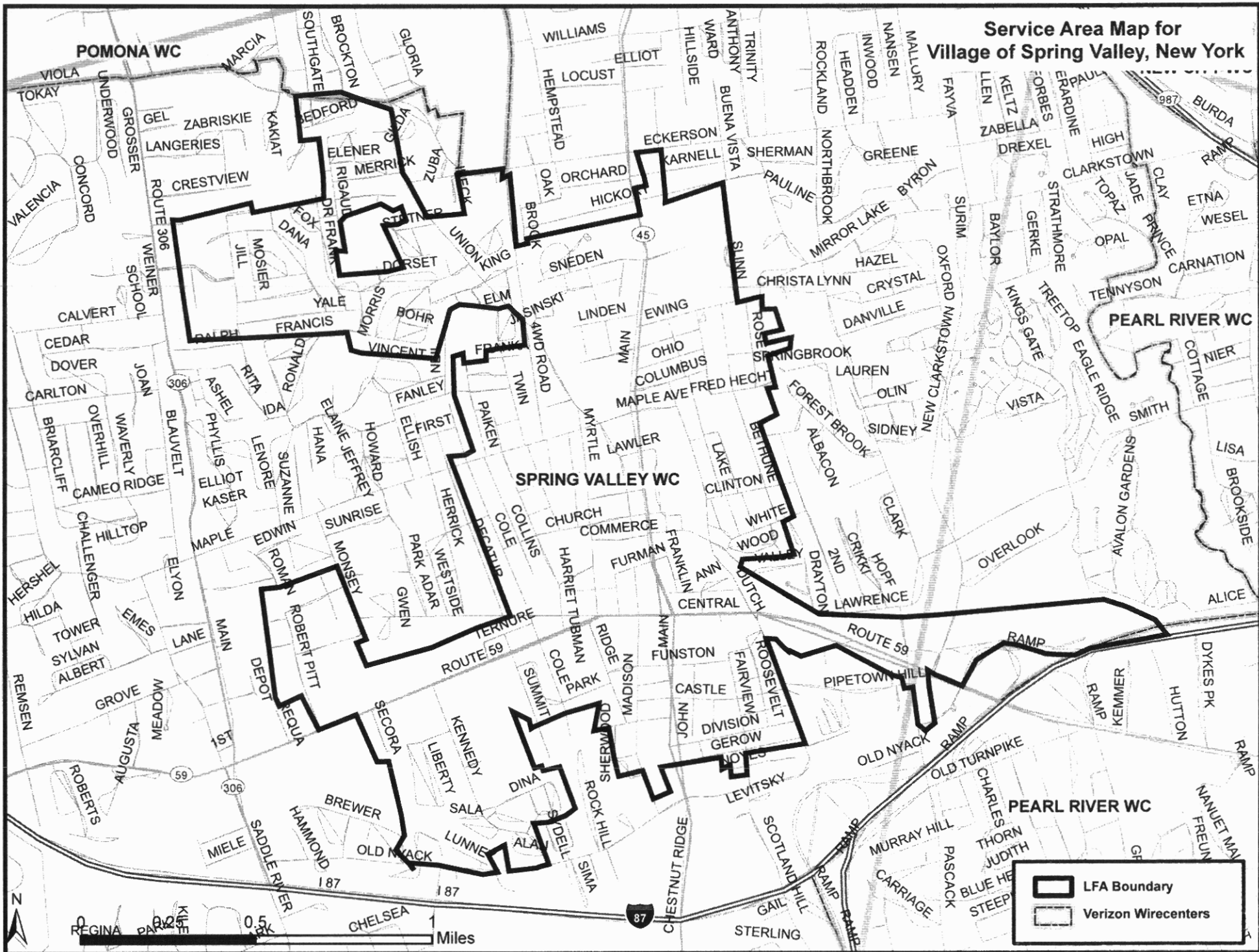
A handwritten signature in dark ink, appearing to read "M. Silveira".

Maria Silveira

Enclosures: Application

cc (w/o enclosure): Mae N. Naber, Village Clerk

Service Area Map for Village of Spring Valley, New York



Tab 3

----- Message from "Johnson, Brian" <BJohnson@wileyrein.com> on Mon, 18 Jun 2007 16:53:29 -0400

To: mnaber@villagespringvalley.org,

blevine@villagespringvalley.org

cc: joan.l.elliston@verizon.com

Subject RE: Spring Valley Application and Service Area Map

:

In item 2 below I meant to refer to the Spring Valley, not the Suffern, Service Area. Please excuse the error.

Brian A. Johnson

Wiley Rein LLP

1776 K Street, NW

Washington, DC 20006

Voice: 202.719.3480

Fax: 202.719.7049

Cell: 240.475.2087

Email: bjohnson@wileyrein.com

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1 - A copy of Verizon's letter of transmittal sending a copy of Verizon's application for a cable franchise to Cablevision; and

2 - A map of the Suffern Service Area for attachment to Exhibit B of the Cable Franchise Agreement.

If you should have any questions, please contact Joan or me.

Brian A. Johnson

Wiley Rein LLP

1776 K Street, NW

Washington, DC 20006

Voice: 202.719.3480

Fax: 202.719.7049

Cell: 240.475.2087

Email: bjohnson@wileyrein.com

Tab 4



June 20, 2007

Brian A. Johnson
202.719.3480
bjohnson@wileyrein.com

BY HAND

Bruce Levine, Esq.
Village Attorney
Village of Spring Valley
Village Hall
200 North Main Street
Spring Valley, New York 10977

Re: Verizon New York Inc. Short Environmental Assessment Form

Dear Bruce:

In connection with the application (the "Application") of Verizon New York Inc. ("Verizon") to the Village of Spring Valley ("Spring Valley" or the "Village") for a cable television franchise (the "Franchise"), enclosed is Verizon's completed Part I of the Short Environmental Assessment Form ("EAF"). Part II is to be completed by the Village as "Lead Agency," and Part III requires a certification by the Village concerning the existence or non-existence of a significant adverse environmental impact. Verizon does not believe that it is required to submit an EAF in support of its Application, and the EAF is submitted without prejudice to that position.

State Environmental Quality Review Act ("SEQRA") requirements are triggered only when an agency undertakes, funds, or approves an "action." Verizon is not proposing any "action" within the meaning of SEQRA. The basic fiber to the premises ("FTTP") facilities required to provide cable service within the Village are already in place, having been constructed pursuant to existing permissions and authorities. The New York Public Service Commission (the "NY PSC") has already determined that Verizon's construction of FTTP facilities does not by itself require a cable franchise.¹ Although further construction may be required in the future to extend FTTP facilities to other customers within the Airmont franchise area, it is Verizon's position that such construction activities would also be undertaken pursuant to Verizon's pre-existing permissions and authorities to deploy, extend, upgrade, repair, and maintain plant used for the provision of telecommunications and information services. Since Verizon will be providing

¹ Cases 05-M-0250, *et al.*, "Declaratory Ruling on Verizon Communications, Inc.'s Build-Out of its Fiber to the Premises Network" (Issued and Effective June 15, 2005).

June 20, 2007

Page 2

cable service using independently authorized facilities, the key effect of the Franchise will be to authorize the delivery of video programming to subscribers using such facilities. Such delivery of video programming cannot by itself be an “action” under SEQRA, since it does not involve any physical alteration of the environment. Thus, the Village’s approval of the Franchise is not subject to SEQRA.²

However, to the extent that the Village concludes that Verizon’s offering of cable service in the Village is a SEQRA “action,” that action is a “Type II” action, and Type II actions have been categorically determined *not* to have a significant impact on the environment.³ Type II actions do not require the submission of an EAF, or indeed any action on the part of the Village pursuant to SEQRA.⁴ The actions at issue here will not have a significant effect on the environment. Of course, the mere delivery of video programming to subscribers could not have any impact on the environment at all, much less a “significant” one. Even if the placement of additional fiber drops and extensions of existing FTTP routes were considered to be within the scope of the “action” being approved by the Village, such activities would be essentially identical to those routinely undertaken in connection with the provision of telephone service within the Village; and the impact of such activities

² We are mindful of the fact that in its recent orders confirming Verizon’s franchises, the NY PSC treated approval of the franchises as an unlisted action under SEQRA (rather than a non-action or a Type II action), contrary to the position taken here. We respectfully disagree with that conclusion, and note that it may well be tied to the NY PSC’s conclusion, in those orders, that Verizon’s mixed-use FTTP facilities become “cable television systems” subject to Article 11 of the Public Service Law and the NY PSC’s “minimum franchise standards” once they are used to deliver video programming to subscribers. The issue of the extent to which mixed-use FTTP facilities become a “cable system” under federal law (an issue that necessarily affects the question of how those facilities should be characterized under state law) is now pending before the Federal Communications Commission in its § 621(a) review. In any event, the NY PSC concluded in its confirmation orders for Verizon franchises that approval would not result in any significant adverse environmental impacts, and issued negative declarations under SEQRA.

³ See, e.g., 6 NYCRR § 617.5(c)(11) (“The following actions are not subject to review under this Part: . . . extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list.”).

⁴ Even if this were deemed to be an “unlisted” action, submission of a long-form EAF is not required. See 6 NYCRR § 617.6(a)(3).

June 20, 2007

Page 3

would be minimal, as the NY PSC has concluded. Accordingly, if the Village determines that it needs to take any action at all under SEQRA, that action should be the issuance of a negative declaration.

Please call should you have any questions.

Best regards.

Sincerely,

A handwritten signature in black ink that reads "Brian A. Johnson". The signature is written in a cursive style with a large, stylized "B" and "J".

Brian A. Johnson

Enclosure

cc: Mae N. Naber, Village Clerk
Verizon New York Inc.


Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Verizon New York Inc.	2. PROJECT NAME Provision of cable service in Spring Valley, NY
3. PROJECT LOCATION: Municipality <u>Village of Spring Valley (the "Village")</u> County <u>Rockland County, NY</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Cable service will be provided within the territorial limits of the Village utilizing Fiber to the Premises ("FTTP") facilities. See cover letter.	
7. AMOUNT OF LAND AFFECTED: Initially <u>zero or minimal</u> acres Ultimately <u>zero or minimal</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Not applicable. See cover letter.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: A permit (cable franchise) must be granted by the Village. Once the Village grants the cable franchise, Verizon will seek Public Service Commission confirmation of that franchise	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: see item 10 above	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No Not applicable. See Item 10 above.	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>VERIZON NEW YORK INC.</u> Date: <u>6/18/07</u> Signature: <u></u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

Reset

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR PART 617.4? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, coordinate the review process and use the FULL EAF
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly: 	
D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly: 	
E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly: 	

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FU EAF and/or prepare a positive declaration.
- ☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)

Reset

Tab 5

----- Message from "Johnson, Brian" <BJohnson@wileyrein.com> on Wed, 20 Jun 2007 19:26:04 -0400

To: blevine@villagespringvalley.org

cc: joan.l.elliston@verizon.com

Subject Signatory to Cable Franchise
: Agreement

Bruce: Is Mayor Darden going to be signing the cable franchise agreement on behalf of Spring Valley?

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

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Tab 6



Monica F. Azare
Senior Vice President
State Public Policy and Government Affairs – NY/CT

140 West Street, 30th Floor
New York, NY 10007

Phone 212 321-8140
Fax 212 791-0526
monica.f.azare@verizon.com

June 21, 2007

The Honorable George O. Darden
Village of Spring Valley
200 North Main Street
Spring Valley, New York 10977

Dear Mayor Darden:

Verizon is looking forward to the public hearing on Jun 26 in the Village of Spring Valley to consider approval of Verizon's video franchise application. It is a step in a comprehensive review process that will open the door to cable choice and advanced video technology for the residents of Spring Valley.

I respect and thank you and those who negotiated on behalf of the Village of Spring Valley for your determined efforts in reaching this high point in the franchise process. The results are commendable. Together, we have crafted a franchise agreement that is fair and equitable, competitively neutral, and consistent with Public Service Commission rulings as well as all state and federal laws and regulations.

As you prepare for the upcoming hearing, please know that Verizon is committed to meeting the needs of the community and, more importantly, to delivering a competitive, next-generation cable technology and entertainment platform to the residents of Spring Valley. I trust that the franchising team has answered all of your questions. Please feel free to contact me at the number above if there is additional information that you need.

I have enclosed information outlining the extraordinary benefits of Verizon FIOS TV - the service that awaits the approval of you and your board.

Again, thank you for your commitment to bringing cable choice and a new video technology to the Village of Spring Valley

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Azare", written over the word "Sincerely,".

Monica Azare

cc: The Honorable Noramie Jasmin, Deputy Mayor
The Honorable Bettie Brown, Trustee
The Honorable Phillip Rosenthal, Trustee
The Honorable Joseph Desmaret, Trustee
Bruce Levine, Village Attorney

More Choices. Right Before Your Eyes.

Top 10 Reasons Why New Yorkers Want FiOS TV

- 10 It's affordable.** FiOS TV is priced to compete. And that's important. The FCC has found that cable television rates have increased 93 percent over the last decade.
- 9 It's state-of-the-art.** Verizon's programming rides over an all-digital fiber-optic network to the home – with the fastest connections available in the industry.
- 8 It's in demand.** FiOS TV was available to about 2.4 million homes at the end of 2006, and the company expects to attract 3-4 million customers by 2010.
- 7 It comes with other great services.** Customers in parts of our service territory are surfing the web at up to 50 Mbps using FiOS Internet Service. Customers also tell us that phone calls placed over our FiOS fiber optic network are clearer than ever.
- 6 It's future proof.** The network has enough capacity for the most demanding consumers today and plenty more for applications still on the drawing board.
- 5 Lots of HDTV.** There's nearly unlimited high-definition channel capacity on the FiOS TV network. FiOS TV customers today have access to twice as many HD channels as many cable providers.
- 4 It's diverse.** FiOS TV offers one of the most diverse and exciting multicultural channel lineups in the industry.
- 3 Lots of channels.** Verizon's channel lineup offers more than 400 total channels, with more on the way.
- 2 It's better.** Our analog and digital television signals travel over a pipeline far more robust than cable's. Cablevision and other providers must add voice and data service to their pipeline too, leading to a tradeoff between Internet speeds or enhancing cable TV service.
- 1 It's from Verizon.** We offer the most advanced and reliable network in the country along with a legacy of providing outstanding service in New York for more than a century.

Competition Works!

You get to choose which company to use for your wireline or wireless phone service. You get to choose your Internet Service Provider. You should have the same freedom of choice for cable TV. It's choice and competition that benefit you the most.

When a true wireline television competitor challenges cable, prices for basic and expanded basic cable TV service are 17% below average.
(Source: FCC Report on Cable Industry Prices, Dec 2006)

Delaying video entry by one year would cost New Yorkers \$458 million in lost consumer savings from video services alone, and these losses increase with each year of delay.
(Source: Phoenix Center Policy Bulletin No. 13, Jan 2006)

Incumbent cable companies have responded with service price cuts of 28 - 42% in some areas where FiOS TV is available.
(Source: Bank of America Equity Research: Consumer Wireline Services Pricing, Jan 2006)

Support change. Let's bring true cable TV competition to New York now – not years from now. Let your voice be heard. Urge your local elected officials to vote "YES" in favor of TV choice and competition!

For more information, visit:
www.verizon.com/ny



verizon

Power to the people who have fiber-optic TV!

Verizon FiOS TV takes entertainment to a level you never imagined.

More Value

FiOS TV is all about simple packages and competitive prices. FiOS TV Premier delivers an unmatched lineup with more than 200 channels of television and music entertainment. It's an even better value when bundled with our FiOS Internet Service.

A Superior Network

Our 100% fiber optic network delivers an all digital experience with better picture and sound quality, more choices and more control. The FiOS network has far more capacity than cable's and is less vulnerable to weather outages and electrical interference - advantages that add up to a vast new dimension of bandwidth, speed and power.

On Demand

With FiOS TV, you have instant access to a library of approximately 8,600 of the latest titles; blockbuster movies, kids' shows, sporting events and much more, all at a touch of a button.

HDTV

FiOS TV offers more than two dozen high definition channels, with all of your favorite channels like ESPN, Discovery, HD Net and more!

More Control

Parental Controls allow you to block access to shows either by channel, rating or category. You can also selectively block Pay Per View and On Demand purchases, and choose to show or hide programs from the TV Listings. And these easy to use features come at no additional charge to digital service customers.

Dual-tuner, Home Media DVRs, and FiOS TV Widgets

FiOS TV gives you the freedom to pause and rewind live TV, record one show while watching another - and fast forward to your favorite part - all without a VCR, tapes or DVDs. And our Home Media DVR allows you to view recorded programs from any room in the house with a television and set-top box and easily access photos and music from your personal computer and play them on your entertainment center. FiOS TV Widgets gives you local weather and traffic on your TV screen at the touch of a button, without interrupting what you're watching.

Global Reach

FiOS TV's multicultural lineup is unmatched in the industry. Whether you choose our Spanish language tier, La Conexión, or any of the popular international premium channels, you stay connected to the world.

More channels. More choices. Verizon FiOS TV.

Programming and prices are subject to change. Applicable franchise fees, regulatory fees and taxes apply. Other terms and conditions apply.

Why stroll through a video store when you can scroll through one?

Scroll through a library of approximately 8,600 movies and shows that are waiting for you to watch. Use your remote and the Interactive Programming Guide to browse, then make your selection - it's that easy. Need to pause to get more popcorn? Fast forward to skip the scary part or rewind to see it again? No problem! You can do it all from your remote any time you want, day or night.

Free On Demand	Choose from a selection of free programming -- sports, home & leisure, music, pop culture and more -- from our FiOS TV library. Channels include Disney, Discovery, ESPN, Home & Garden, MTV and many others.
Movies On Demand	Find the blockbuster movies and your old favorites at the press of a button for a fraction of the cost of a movie ticket.
Premium On Demand	When you subscribe to HBO, Cinemax or the Movie Package, you automatically have access to original programming and shows. Not to mention, the hottest movie releases - anytime you want.
Pay Per View	Get a front row seat (your couch) to the most anticipated sporting events, concerts, movies and much more in entertainment with our Pay Per View listings.

You got the killer high def TV. Now get the killer high def channels to go with it.

Brilliant picture. Room-shaking sound. Abundance of HD choices. The stunning capacity of fiber optic cable delivers more of the high def programming you love, with spectacular picture, hyper-real color, and amazing clear sound. Watch your favorite sports, movies, and TV shows come alive on your screen.

FiOS TV with HDTV programming offers:

- Images up to 5x sharper than regular TV
- Unparalleled picture/sound quality and a wide-screen format
- An expansive and growing list of HDTV channels
- Easy installation from the FiOS TV HD Set Top Box
- Dolby 5.1 digital surround sound

To get started with HDTV, you'll need a HD ready television and a FiOS TV HD Set Top Box.

Finally, regularly scheduled programs for your irregularly scheduled life.

FiOS TV brings you so many choices, you'll probably find yourself wanting to watch more than one show at a time. Or you might have seen something so incredible, you just have to hit instant replay to see it again. (Sports fans take note.) No tapes. No discs. No hassle. The days of waiting for a commercial break to get a snack are long gone with the FiOS TV DVR.

With a FiOS TV DVR you can:

- Rewind, pause or record live TV
 - Record up to 85 hours of standard definition programming
- Record one show while watching another or record two shows at the same time while watching a third recorded show



Home Media DVR with Media Manager

- Lets customers view recorded programs from any room in the house with a television and set-top box
- Supports up to six additional televisions, with simultaneous viewing of up to three recorded shows
- Easily access photos and music from your personal computer and play them on your entertainment center where they look and sound the best

FOX TV PREMIER *(continued)*

Children

- 220 Disney
- 221 Toon Disney
- 222 Nickelodeon
- 223 Nick Too
- 224 Nick Toons
- 225 G4S
- 226 Noggin
- 227 Cartoon Network (ESP)*
- 228 Boomerang (ESP)*
- 229 Discovery Kids
- 230 Varsity
- 231 FUNimation
- 232 PBS KIDS Sprout

People & Culture

- 240 BET
- 241 TV One
- 243 MTV Tr3s
- 244 Galavisión
- 245 Mu2
- 246 Si TV
- 247 AZN Television
- 248 Bridges TV

Religion

- 260 EWTN
- 261 INSP
- 262 i-Life
- 263 Church
- 264 JCTV
- 265 BYU
- 266 Three Angels
- 267 The Word Network
- 268 Daystar
- 269 Smile of a Child
- 270 Trinity Broadcast Network

SPORTS**

- 300 Fox College Sports — Atlantic
- 301 Fox College Sports — Central
- 302 Fox College Sports — Pacific
- 303 Tennis Channel
- 305 Golf Channel
- 307 Outdoor Channel
- 308 The Sportsman Channel
- 311 Fox Sports en Español
- 313 GoTV
- 315 TVG (Horse Racing)
- 316 Horse Racing TV
- 318 MeTV
- 319 Blackbelt TV
- 321 MSG 2
- 322 Fox Sports Net NY 2

PREMIUMS**

- HBO
- 400 HBO
- 401 HBO West
- 402 HBO 2
- 403 HBO 2 West
- 404 HBO Signature
- 405 HBO Signature West

MOVIES**

- 340 Starz
- 341 Starz West
- 342 Starz Edge
- 343 Starz Edge West
- 344 Starz in Black
- 345 Starz Kids & Family
- 346 Starz Cinema
- 347 Starz Comedy
- 348 Encore
- 349 Encore West
- 350 Encore Love
- 351 Encore Love West
- 352 Encore Westerns
- 353 Encore Westerns West
- 354 Encore Mystery
- 355 Encore Mystery West
- 356 Encore Drama
- 357 Encore Drama West
- 358 Encore Action
- 359 Encore Action West
- 360 Encore WAM!
- 361 Showtime
- 362 Showtime West
- 363 Showtime Showcase
- 364 Showtime Showcase West
- 365 Showtime Too
- 366 Showtime Too West
- 367 Showtime Beyond
- 368 Showtime Beyond West
- 369 Showtime Extreme
- 370 Showtime Extreme West
- 371 Showtime Women
- 372 Showtime Women West
- 373 Showtime Next
- 374 Showtime Next West
- 375 Showtime Family Zone
- 376 Showtime Family Zone West
- 377 The Movie Channel
- 378 The Movie Channel
- 379 The Movie Channel Xtra
- 380 The Movie Channel Xtra West
- 381 Flx
- 382 Flx West
- 384 Sundance
- 385 Independent Film Channel

INTERNATIONAL **PREMIUMS****

- 480 SBTN (Vietnamese)
- 491 CCTV-4 (Mandarin Chinese)
- 482 CTI — Zhong Tian Channel (Chinese)
- 483 TV Japan
- 494 MBC (Korean)
- 485 The Filipino Channel
- 486 TV Asia
- 487 ART (Arabic)
- 488 RAI (Italian)
- 489 TV 3 (French)
- 490 Action Max West
- 491 Rang A Rang (Farsi)
- 492 RTN Russian
- 493 Channel 1 Russian

Cinemax

- 415 Cinemax
- 416 Cinemax West
- 417 More Max
- 418 More Max West
- 419 Action Max
- 420 Thriller Max
- 421 Thriller Max West
- 422 Thriller Max West
- 423 Women's Max
- 424 At Max
- 425 Five Star Max
- 426 OutMax

Other Premiums

- 430 Playboy TV
- 431 Playboy TV en Español
- 435 here!

SPANISH LANGUAGE**

- En Español
- 440 Galavisión
- 442 ESPN Deportes
- 443 Fox Sports en Español
- 444 GoTV
- 446 CNN en Español
- 447 Canal SUR
- 448 TVE Internacional
- 452 History Español
- 453 Discovery en Español
- 454 Viajar y Vitr
- 456 Infinito
- 457 MTV Tr3s
- 458 VH Uno
- 459 Talent
- 462 De Película
- 463 De Película Clásico
- 464 Cine Latino
- 465 Che Mexicano
- 466 La Familia
- 469 TV Chile
- 470 TV Colombia
- 472 Sorpresa
- 473 Toon Disney Español
- 474 Boomerang (ESP)*
- 475 Discovery Kids en Español
- 477 TBN Enlace
- 478 EWTN Español

LA CONEXIÓN

- Entertainment
- 500 USA Network
- 501 TNT
- 502 TBS
- 503 Galavisión
- 504 FX
- 505 Spike TV

Sports

- 508 ESPN Deportes
- 511 YES
- 512 SportsNet NY
- 513 Fox Sports en Español
- 514 Fox Soccer Channel
- 515 MSG
- 516 GoTV
- 517 Fox Sports Net NY

Children

- 518 CNN en Español
- 519 CNN
- 520 CNN Headline News
- 521 Fox News
- 522 CNBC
- 524 C-SPAN
- 525 Canal SUR
- 529 TVE Internacional
- 530 History Español
- 531 Discovery Channel
- 532 Discovery en Español
- 534 Animal Planet
- 535 TLC (The Learning Channel)

Women

- 537 Lifetime
- 538 Lifetime Movie Network
- Shopping
- 540 QVC
- 541 HSN
- 543 Shop NBC
- Home & Leisure
- 545 Discovery Health
- 546 Viajar y Vitr
- 549 Infinito
- 550 Food Network
- 551 HGTV (Home & Garden Television)
- 552 Travel Channel
- Pop Culture
- 555 E! Entertainment Television
- 556 A&E
- 557 Si TV
- 558 Mu2
- 559 Comedy Central
- 560 So-Fi Channel

Music

- 562 MTV Tr3s
- 563 MTV2
- 564 Telehit
- 565 VH Uno
- 566 CMT

Movie

- 569 De Película
- 570 De Película Clásico
- 571 Che Mexicano
- 572 Cine Latino

Family

- 574 ABC Family
- 575 La Familia
- 576 TV Chile
- 577 TV Colombia
- 578 TV Land

Children

- 580 Nickelodeon
- 581 Disney en Español
- 582 Toon Disney Español
- 583 Boomerang (ESP)*
- 584 Cartoon Network (ESP)*
- 585 Sorpresa
- 586 Discovery Kids en Español
- 588 TBN Enlace
- 589 EWTN Español

MUSIC CHOICE

- Showcase
- 601 Today's Country
- 602 Classic Country
- 603 Bluegrass
- 604 R&B and Hip-Hop
- 605 Classic R&B
- 606 Smooth R&B
- 607 R&B Hits
- 608 Rap
- 609 Metal
- 610 Rock
- 611 Arena Rock
- 612 Classic Rock
- 613 Alternative
- 614 Retro-Active
- 615 Electronica
- 616 Dance
- 617 Adult Alternative
- 618 Soft Rock
- 619 Hit List
- 620 Party Favorites
- 621 80s
- 622 80s
- 623 70s
- 624 Solid Gold Oldies
- 625 Singers & Standards
- 626 Big Band & Swing
- 627 Easy Listening
- 628 Smooth Jazz
- 629 Jazz
- 630 Blues
- 631 Reggae
- 632 Soundscapes
- 633 Classical Masterpieces
- 634 Opera
- 635 Light Classical
- 636 Show Tunes
- 637 Contemporary Christian
- 638 Gospel
- 639 Radio Disney
- 640 Sounds of the Seasons
- 641 Música Urbana
- 642 Salsa y Merengue
- 643 Rock en Español
- 644 Pop Latino
- 645 Mexicana
- 646 Americana

PAY PER VIEW

- 701 Events
- 702-707 ESPN/MLB Sports/ESPN/MLB Court

*A Spanish-language Secondary Audio Program (SAP) is available for selection.
 **Subscription to corresponding premium channels and packages required.
 Programming services offered within each package are subject to change, and not all programming services will be available at all times. Blackout restrictions also apply.

Verizon FiOS TV

Here's everything you need to create your perfect FiOS TV package. First, choose your service. Then, add to it from our selection of digital packages and premium channels below.

Refer to the Channel Lineup for a complete listing of the channels included in each package.

Service	Number of Channels	Monthly Price
FiOS TV Local ¹	15-35	\$12.99
Digital Service (Requires Set Top Box [STB] and Router ²)		
FiOS TV Premier ³	180 + FiOS TV Local	\$42.99
La Conexión ⁴	114 + FiOS TV Local	\$32.99

Now, add more channels for just a few dollars more.

Packages (Requires STB)	Number of Channels	Monthly Price
Sports	13	\$7.99
Movies	45	\$12.99
Sports/Movies Combination	58	\$15.99
Spanish Language	25	\$11.99

Premiums ⁵ (Requires STB)	Number of Channels	Monthly Price
HBO ⁶	14	\$15.99
Cinemax ⁷	12	\$15.99
HBO/Cinemax Combination	26	\$25.99
Playboy TV ⁸ /Playboy TV en Español	2	\$15.99
here!	1	\$7.99

International Premiums ⁹ (Requires STB)	Number of Channels	Monthly Price
International Premium Channels	14	Individually Priced

Video On Demand (VOD) and Pay Per View (PPV) (Requires STB)	Price
On Demand Movies	
New Releases	\$3.99
Library	\$2.99
On Demand Subscriptions	
WWE	\$7.99/mo.
Karaoke	\$7.99/mo.
On Demand Adult	\$14.99/each
PPV Events	Varies
PPV Sports	Varies
ESPN GamePlan — NCAA Football	\$21.99/daily, \$129.99 season ¹⁰
ESPN FullCourt — NCAA Basketball	\$14.99/daily, \$109.99 season ¹⁰

Set Top Box (STB)	Monthly Price
Standard Definition	\$4.99
High Definition (includes HD channels)	\$9.99
High Definition Digital Video Recorder (includes HD channels)	\$15.99
Home Media DVR (features Multi-Room DVR & Media Manager)	\$19.99

Initial Installation	One-Time Charges
Existing Outlet Hookup (up to 3)	No Charge
Additional Outlet/Set Top Box Hookup (existing outlet)	\$19.99
New Outlet Install/Existing Outlet Rewire (per outlet)	\$54.99
Outlet Relocation	\$54.99

Subsequent Installations/Charges	One-Time Charges
Set Top Box Addition or Upgrade/Downgrade	\$24.99
Premise Visit ¹¹	\$49.99
New Outlet Installation (per outlet)	\$54.99
Outlet Relocation (per outlet)	\$54.99
Setup of TV Equipment (new TV with existing STB)	\$49.99
Disconnect of Set Top Box ¹²	\$24.99 + \$5.00/STB
Downgrade of Service from Digital to Analog	\$49.99 + \$5.00/STB
FiOS TV Service Disconnect	No Charge

Other Services and Charges	One-Time Charges
Seasonal Service Suspension (charged at initiation, 1-6 months) ¹³	\$24.99
Replacement Remote — Verizon FiOS TV RC144	\$6.99 + Shipping & Handling
Replacement Remote — Motorola DRC800	\$5.00 + Shipping & Handling
Unreturned/Damaged STB — Standard Definition	\$240.00
Unreturned/Damaged STB — High Definition	\$350.00
Unreturned/Damaged STB — Digital Video Recorder (DVR)	\$550.00

¹⁰In addition, early subscription and half season prices are available.



¹In order to be eligible for Movies or Sports, FiOS TV Premier or La Conexión is required. The Spanish Language package may be added to FiOS TV Local service, but requires a Set Top Box for access. The addition of a Set Top Box with FiOS TV Local service provides access to Video On Demand (VOD) and Pay Per View (PPV), as well as the ability to order Premiums and International Premiums.

²Router provided will be a new or fully inspected, tested and warranted return unit. If service is cancelled within the first 12 months, router must be returned or \$99.99 equipment fee applies. If you maintain service for twelve (12) consecutive months, ownership of the router shall transfer to you, after which time all maintenance of the router shall be at your sole cost and expense, and the risk of loss will be yours should the router be damaged or stolen.

³FiOS TV Premier includes all FiOS TV Local channels, additional all-digital programming, digital music channels and access to Pay Per View and Video On Demand. 30-day minimum billing period required for all digital packages.

⁴La Conexión includes all FiOS TV Local channels, digital programming including popular English-language networks and Spanish-language networks, digital music channels, and access to PPV and VOD. La Conexión cannot be combined with the Spanish Language package. 30-day minimum billing period required for all digital packages.

⁵Subscription VOD is included with all Premiums at no extra charge (where applicable). 30-day minimum billing period required for all Premiums.

⁶A premise visit charge is assessed when a technician installation is required to set up a new or additional TV with an existing FiOS TV Set Top Box. A premise visit charge is not assessed when adding new, upgrading/downgrading existing, or disconnecting Set Top Box receivers.

⁷The Set Top Box disconnect charge is assessed only when the customer maintains at least one FiOS TV Set Top Box. If all Set Top Box receivers are disconnected, the service downgrade charge applies.

⁸Seasonal service suspension requires a minimum suspension of one month and a maximum suspension of six months.

Programming services offered within each package are subject to change and the number of channels within each package are approximations. Not all programming services available at all times. Blackout restrictions also apply. In addition, the pricing of the packages and the terms and conditions regarding your use of Verizon FiOS TV are also subject to change. Pricing applies to residential use only within the United States. Not all services are available in all areas. Acceptance of FiOS TV Terms of Service is required in order to use FiOS TV, and a copy of the Terms of Service will be given to you at the time of installation. The customer is financially responsible for any damage to, or misuse of, any equipment or for the failure to return any equipment if service is terminated. Applicable franchise fees, regulatory fees and taxes apply. Other terms and conditions apply.

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D3031-4/07

Tab 7

----- Message from "Johnson, Brian" <BJohnson@wileyrein.com> on Thu, 21 Jun 2007 17:38:19 -0400

To: mnaber@villagespringvalley.org,

blevine@villagespringvalley.org

cc: joan.l.elliston@verizon.com,

richard.windram@verizon.com

Subject Letter to Spring Valley Board of Trustees

Mae: Attached is a letter that we sent to you today by overnight courier for distribution to the Mayor, Deputy Mayor and the members of the Board. If you should have any questions, please let Rich Windram, Joan Elliston or me know.

Brian A. Johnson

Wiley Rein LLP

1776 K Street, NW

Washington, DC 20006

Voice: 202.719.3480

Fax: 202.719.7049

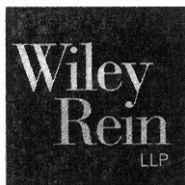
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Email: bjohnson@wileyrein.com

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Spring Valley Trustees Letter.F



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June 21, 2007

Brian A. Johnson
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bjohnson@wileyrein.com

BY HAND

The Honorable George Darden, Mayor
The Honorable Noramie Jasmin, Trustee
The Honorable Bettie Brown, Trustee
The Honorable Joseph Desmaret, Trustee
The Honorable Phillip Rosenthal Trustee
c/o Mae N. Naber, Village Clerk
Village of Spring Valley
Village Hall
200 North Main Street
Spring Valley, New York 10977

Re: Cable Franchise Agreement by and between the Village of Spring Valley ("Spring Valley" or the "Village") and Verizon New York Inc. (the "Verizon Franchise")

Dear Mr. Mayor and Members of the Village Board:

On behalf of Verizon New York Inc. ("Verizon"), thank you for affording Verizon the opportunity to appear before you at the upcoming June 26, 2007 public hearing (the "Public Hearing") regarding the Verizon Franchise.

EXECUTIVE SUMMARY

- *The Village and Verizon have worked diligently to introduce the benefits of cable competition to Spring Valley residents. The incumbent cable service provider will lobby to protect its pecuniary interest by asking the Board to delay Spring Valley residents' ability to choose an alternate cable provider.*
- *A level playing field analysis requires a review of competitive franchises "taken as a whole." Cablevision continues to raise level playing field objections despite the NY PSC's consistent repudiation of same.*
- *Verizon has decades of independent authority to conduct activities in the public rights-of-way. Cablevision's sole*

June 21, 2007

Page 2

authority to conduct activities in the public rights-of-way derives exclusively through its "communications system" franchise.

- *Verizon's "Force Majeure" definition is substantially narrower than Cablevision's typical description of "force majeure" events.*
- *Verizon's "Gross Revenue" definition is comprehensive, unambiguous and significantly broader than Cablevision's "Gross Receipts" definition.*
- *Neither Verizon nor Cablevision can abandon cable service without the Village's prior written consent.*
- *Verizon is required to comply with the stringent customer service regulations that the NY PSC imposes on cable service providers. Further, as a competitive provider, Verizon will be held to a higher standard by consumers seeking improved customer service.*

INTRODUCTION AND BACKGROUND

The Village and Verizon have worked diligently to introduce the benefits of cable competition to Spring Valley residents. The incumbent cable service provider will lobby to protect its pecuniary interest by asking the Board to delay Spring Valley residents' ability to choose an alternate cable provider.

The Public Hearing represents the culmination of a substantial effort on the part of the Village and Verizon to introduce cable competition and its attendant benefits to Spring Valley. Verizon has made the significant capital investments necessary to upgrade its telecommunications network to enable it to deliver a new generation of ultra-high-speed broadband services, including video service, to Spring Valley residents over a "fiber to the premises" network (the "FTTP Network"). The FTTP Network is an innovative new technology that uses fiber-optic cable and optical electronics to link homes and businesses *directly* to Verizon's network. The FTTP Network enables Verizon to provide Spring Valley residents with lightning-fast internet access and superior telephone service.

June 21, 2007

Page 3

Additionally, the FTTP Network provides next-generation technology that has virtually limitless capacity to deliver *state-of-the art* cable television service to Village residents, which will open the market to unprecedented competition.

The Village has demonstrated a strong commitment to benefit its residents through the introduction of cable competition. The Village's negotiator has labored industriously with Verizon to reach an agreement that is legally sound, fulfills Spring Valley's cable-related needs and interests, and will enable Verizon to compete with the incumbent on a competitively-neutral basis.

While the Village and Verizon have worked closely to advance the public interest by introducing the benefits of cable competition, the incumbent cable service provider Cablevision has unfortunately been engaged in a vigorous campaign designed to thwart the creation of a competitive market in Rockland County and elsewhere. This campaign is designed to intimidate the communities in order to prevent, or at least delay, the introduction of cable competition and to deprive their constituents of the opportunity to choose a real alternative video service provider. This is a self-serving effort *designed solely* to protect Cablevision's pecuniary interest and market dominance. Cablevision's objections are not offered in the spirit of championing the municipalities' interests but rather to preclude their residents from having the opportunity to switch providers. It is essential that the Village evaluate the merits of any complaints and objections it may receive from Cablevision against this backdrop.

Cablevision's tactics violate the spirit of the fundamentally pro-competitive federal and state law, which are designed to reduce regulatory barriers to market entry and to *encourage* companies like Verizon to make the significant capital investments necessary to deliver a new generation of services.

DISCUSSION

Verizon anticipates that Cablevision may well propound the same arguments to the Village that it has repeatedly propounded throughout the process in each municipality where Verizon jeopardizes its monopoly position. Cablevision typically insinuates, contrary to multiple NY PSC orders, that the Verizon Franchise violates the level playing field requirement due to perceived deficiencies in the following primary areas – rights of way management and local authority, build out, force majeure, indemnification, enforceability, and customer service. Cablevision further often intimates that the definition of “gross revenue” contained in the

June 21, 2007

Page 4

Verizon Franchise is deficient. Although Verizon maintains the position that Cablevision's arguments are wholly without merit, to assist in your analysis, Verizon respectfully provides the following information and attached chart in support of the Village's commitment to deliver competition to its residents. This information also includes discussion to address any level playing field concerns that the Village may have.

LEVEL PLAYING FIELD

A level playing field analysis requires a review of competitive franchises "taken as a whole." Cablevision continues to raise level playing field objections despite the NY PSC's consistent repudiation of same.

The NY PSC renumbered and amended its cable television rules two years ago, intending to "reflect a more competitive environment and changes in federal law that occurred in 1984 and 1996."¹ The amended rules include a "level playing field" provision codified in 16 NYCRR § 895.3. This provision provides that "[n]o municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens, which *when taken as a whole*, are greater or lesser than those burdens placed on another cable franchise operating in the same area." 16 NYCRR § 895.3 (emphasis added). The central question in a level playing field analysis is not whether there is a perceived disparity between the burdens imposed by specific franchise provisions considered in isolation, but whether the burdens on the two franchises, *when taken as a whole*, are so materially disproportionate as to preclude fair competition between providers. The regulation does not propose a side-by-side comparison of discrete provisions that are immaterial and/or inconsequential to the day-to-day operations of a business that delivers video and other services to subscribers. As the NY PSC observed in adopting the regulation,

[t]he level playing field provision does not preclude different franchise terms for different companies. Rather, it requires that economic and regulatory burdens *taken as a whole*, shall not be greater for one company than another. The language is intended to

¹ Case 01-V-0381, "Memorandum and Resolution Adopting 16 NYCRR Parts 890 Through 899" (Issued and Effective April 4, 2005) at 1.

June 21, 2007

Page 5

maintain flexibility for municipalities in attracting competitive companies while ensuring fairness to all companies competing in an area.²

Cablevision will likely assert that NY PSC regulations contemplate a role for the incumbent cable operator because it is entitled to a level playing field and that the Verizon Franchise violates the level playing field requirement. Most significantly, however, the NY PSC has overruled Cablevision's identical claim on numerous occasions by holding consistently that Verizon's proposed franchise agreement for various municipalities "does not violate the Commission's level playing field rule."³ The NY PSC stated further that a level playing field analysis

does not compel us to undertake a term for term comparison of the respective franchise agreements. Nor will we review the franchise agreements in isolation. Our rule does not preclude the existence of different franchise terms for different companies as they roll out their cable service in various municipalities, should events and circumstances so warrant.⁴

Notwithstanding the foregoing, Cablevision attempts to muddy the waters by conveniently ignoring the NY PSC's level playing field analyses and conclusions. Cablevision merely tries to couch its objections in a different light so as not to implicate the NY PSC's dispositive determinations on this issue.

Finally, Cablevision will claim that its contractual level playing field provision grants it unilateral authority to remove provisions from its existing franchise with the Village. Nevertheless, the NY PSC has repeatedly ordered, including in the case of Cablevision's recent Airmont renewal agreement, that

² *Id.* at 4 (emphasis added).

³ Case 05-V-1263, "Order and Certificate of Confirmation" (Issued and Effective December 15, 2005) (the "*Massapequa Park Order*") at 23, Case 05-V-1570, "Order and Certificate of Confirmation" (Issued and Effective February 8, 2006) (the "*Nyack Order*") at 13, Case 05-V-1571, "Order and Certificate of Confirmation" (Issued and Effective February 8, 2006) (the "*South Nyack Order*") at 13, and Case No. 06-V-0875, "Order and Certificate of Confirmation" (Issued and Effective September 21, 2006) (the "*Lynbrook Order*") at 7.

⁴ *Id.*

June 21, 2007

Page 6

Cablevision's contractual attempts to mirror the NY PSC's level playing field requirement must be construed in a manner consistent with the 16 NYCRR 895.3.⁵

LOCAL RIGHT OF WAY AUTHORITY; INDEMNIFICATION

Verizon has decades of independent authority to conduct activities in the public rights-of-way. Cablevision's sole authority to conduct activities in the public rights-of-way derives exclusively through its "communications system" franchise.

In an attempt to create an appearance of inequality between the Verizon Franchise and its current franchise, Cablevision will likely insinuate that the Verizon Franchise somehow shields Verizon's facilities from the type of local oversight and control that is required by law and in the Cablevision Franchise. This argument is plainly wrong and ignores the numerous telecommunications regulations applicable to Verizon's facilities. Verizon's activities are governed by a substantial body of federal, state and local law. For more than 100 years, Verizon has been constructing, accessing and maintaining facilities in the public rights of way throughout New York State pursuant to a comprehensive regulatory regime. The NY PSC explicitly acknowledged this fact in its February 8, 2006 orders conditionally confirming the Nyack and South Nyack franchises:

Local governments have presumably been able to manage the telephone facilities that have utilized the public rights-of-way and need not attempt to exercise additional authority in the cable franchise to govern the construction, placement, and operation of mixed-

⁵ See, e.g., Case 05-V-0171 – Application of Cablevision of Southern Westchester, Inc. d/b/a Cablevision for Approval of the Renewal of its Cable Television Franchise for the Town of Eastchester (Westchester County) (Issued and Effective October 30, 2006), Case No. 05-V-0413 – Application of Cablevision Systems Long Island Corporation d/b/a Cablevision for Approval of the Renewal of its Cable Television Franchise in the Village of Floral Park (Nassau County) (Issued and Effective June 1, 2006), Case 06-V-0028 – Application of Cablevision of Wappingers Falls, Inc. d/b/a Cablevision for Approval of the Renewal of its Cable Television Franchise in the Village of Fishkill (Dutchess County) (Issued and Effective June 1, 2006), Case 05-V-1144 – Application of Cablevision of Rockland/Ramapo, LLC d/b/a Cablevision for Approval of the Renewal of its Cable Television Franchise for the Village of Airmont (Rockland County) (Issued and Effective January 17, 2006), Case 04-V-1583 – Application of Cablevision of Rockland/Ramapo, Inc. d/b/a Cablevision for Approval of the Renewal of its Cable Television Franchise for the Village of Piermont (Rockland County) (Issued and Effective February 22, 2007).

June 21, 2007

Page 7

use facilities that will be used to provide video services.⁶

In these confirmation orders, the Commission cited its Declaratory Ruling⁷ in which it recognized that local governments have oversight authority for facilities in the public rights-of-way, even if they are used exclusively for telephone services. Therefore, the NY PSC concluded, “[b]y subjecting Verizon’s mixed-use facilities to the Commission’s minimum franchise standards and local government’s police power, we do not believe that local governments have been granted broad new authority over the construction, placement and operation of Verizon’s mixed-use facilities.”⁸ Consistent with this regulatory guidance, Section 2.2 of the Verizon Franchise provides:

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

Cablevision will doubtlessly object to this language, as it has objected to nearly identical language in other municipalities (without success).⁹ For example, in the case of the Town of Hempstead, the NY PSC emphatically rejected Cablevision’s position with respect to Section 2.2 as a non-issue:

as it relates to the right-of-way management provision in 2.2 of the proposed agreement, we *do not agree* with Cablevision that the language limits local police

⁶ *Nyack Order* at 8 and *South Nyack Order* at 8.

⁷ Cases 05-M-0250 and 05-M-0247, “Declaratory Ruling on Verizon Communications, Inc.’s Build-Out of its Fiber to the Premises Network, NY Public Service Commission” (issued and effective June 15, 2005) (“*Declaratory Ruling*”).

⁸ *Nyack Order* at 7-8, *South Nyack Order* at 7-8.

⁹ See, e.g., Section 2.2 of Verizon’s franchise with the Town of Hempstead, which provides: “2.2 *The FTTP Network:* Upon delivery of Cable Service, by subjecting the Franchisee’s mixed-use facilities to the NY PSC’s minimum franchise standards and the LFA’s police power local governments have not been granted broad new authority over the construction, placement and operation of the Franchisee’s mixed-use facilities.”

June 21, 2007

Page 8

powers and violates our prior orders. *Provision 2.2 is merely the parties' effort to incorporate our prior rulings in the Nyack and South Nyack confirmations. The language does not create a significant limitation and will be construed consistent with our prior rulings.*¹⁰

Therefore, Cablevision's suggestions that the Verizon Franchise imposes significant limitations on a municipality's management of right-of-way authority are improper and misleading.

In a similar vein, Cablevision may recommend to the Village that it should demand that Verizon add to the indemnification provisions of the Verizon Franchise an acknowledgement that "construction and maintenance of its FTTP Network is conduct undertaken pursuant to this Franchise." This recommendation flies in the face of the Commission's *Declaratory Ruling* and its subsequent orders confirming Verizon's franchises:

Verizon has already obtained the legal right to use the rights-of-way to upgrade and maintain its existing telephone system. Verizon has maintained its telecommunications network for years under its existing authorizations and consents. The record here suggests that Verizon has the requisite authority from local governments to use the public rights-of-way and that municipalities have sufficient legal authority over Verizon's upgrade activities as a telephone company to properly manage their rights-of-way. Verizon has represented in its pleadings that it is subject to municipal oversight. Municipal governance over rights-of-way is still in effect and Verizon must adhere to those requirements.¹¹

¹⁰ Case 06-V-0427, "Order and Certificate of Confirmation" (Issued and Effective May 18, 2006) (the "*Hempstead Order*") at 6-7 (emphasis added).

¹¹ *Declaratory Ruling* at 20-21.

June 21, 2007

Page 9

Further, the NY PSC established in the *Nyack* and *South Nyack Orders* that “[a]ttempts by municipal governments to impose construction or operating requirements in cable franchises that would apply to mixed-use facilities that go beyond its traditional police powers or minimum cable requirements could unduly inhibit competition and may well be deemed unreasonable under the Public Service Law and federal law.”¹²

Unlike Cablevision, which has authority to utilize the public rights of way *exclusively through its cable franchise*, Verizon’s construction and maintenance of the FTTP Network is undertaken pursuant to its decades of independent authority as a common carrier under Title II of the Communications Act of 1934, as amended, and pursuant to Section 27 of the New York State Transportation Corporations Law. The NY PSC affirmed Verizon’s independent authority to upgrade and maintain its existing telecommunications network in the *Declaratory Ruling*. As indicated in the Verizon Franchise, construction of the FTTP Network in the Village is substantial. Verizon maintains the network routinely. Cablevision’s anticipated proposal represents an unseemly and deceitful attempt to ensnare the full range of activities related to the FTTP Network in the Verizon Franchise. Cablevision’s suggestion will likely be artfully designed to imply that Verizon’s indemnification obligation is deficient by failing to adequately protect the Village; a transparent objective to create a level playing field violation where none exists.¹³ Verizon’s indemnification obligations exceed the NY PSC’s minimum indemnification requirements and fully protect the Village. Any argument by Cablevision to the contrary is disingenuous.

BUILDOUT

Consistent with its practice in other municipalities, Cablevision will probably challenge Verizon’s commitment to serve every Village resident with false allegations that the Verizon Franchise does not require Verizon to provide

¹² *Nyack Order* at 8, *South Nyack Order* at 8.

¹³ We note further that, unlike the Verizon Franchise, which defines the Cable System using the federal definition, the Cablevision Franchise does not contain a “cable system” definition. Instead, the Cablevision Franchise defines a “communications system” or “system” as “the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, or other forms of electronic, electromechanical, optical, or electrical signals.” *Cablevision Franchise* § 1.4.

ubiquitous service. This argument has no basis in fact. Once the franchise is approved by the Village and confirmed by the NY PSC, Verizon will offer cable television service to each Village resident within the built out area in accordance with the NY PSC's Rules which are incorporated in Exhibit B of the Agreement. Any additional construction consists of feeder lines to individual properties that require permits or are the ongoing subject of property access negotiations with third parties (such as multiple dwelling unit owners), a process over which Verizon has little control.

Verizon complies with the law and does not engage in redlining or other illegal discriminatory practices. Verizon makes this unequivocal commitment to the Village in Section 3.2 of the Verizon Franchise. Discriminatory conduct violates Verizon's deployment practices. Moreover, it only makes financial sense for Verizon to exercise its best efforts to serve every Village resident as soon as possible. Toward that end, Verizon is actively seeking access to all private and public multi-dwelling units in the Village and other locations where property access must be negotiated. Once property access negotiations are successfully concluded and all required permits and easements have been granted, subject to the conditions set forth in the Verizon Franchise, Verizon will be able to offer service to each Village resident. Verizon is committed to ensuring that the benefits of cable competition will be made available to *all* Village residents.

FORCE MAJEURE

Verizon's "force majeure" definition is substantially narrower than Cablevision's description of "force majeure" events.

Verizon's "Force Majeure" definition is narrower than Cablevision's description of "force majeure" events in its typical franchises. Cablevision's franchises typically provide:

In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on

the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages (except those against Franchisee and its affiliates), fires, any acts of God or of nature or *other events beyond the control of Franchisee*. (emphasis added)

By contrast, Section 1.12 of the Verizon Franchise narrowly defines “Force Majeure” as:

Force Majeure: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee’s FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary. (emphasis added)

As noted above, Verizon’s definition is narrower because it contemplates Verizon’s ability to “*anticipate and control*” a situation, while Cablevision’s description contains the broader catch all “*or other events beyond the control of Franchisee*.”

Cablevision may urge the Village to revise the “Force Majeure” definition by deleting the phrase “or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee’s FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.” Nevertheless, such descriptive circumstances are highly appropriate.

First, utility poles in Rockland County are shared by Verizon and the power company Orange and Rockland Utilities, Inc. ("O&R"), with maintenance responsibilities allocated among the parties. If O&R fails to service, monitor or maintain one or more poles for which it bears responsibility, there is a possibility that Verizon may face work delays as a result.

Second, Verizon is a telecommunications company, not an equipment manufacturer. Second, as last year's merger announcement regarding Nokia Corp. and Siemens AG suggests, there is a wave of consolidation in the electronics equipment manufacturing industry. As a result of changes in the industry, it may be possible that materials become unavailable from time to time. Additionally, the FTTP Network is cutting-edge technology, so there is likelihood that, as the technology evolves, the industry may experience temporary shortages of materials.

Moreover, unlike Cablevision's employees, Verizon's employees are represented by organized labor unions, and work is allocated pursuant to Verizon's obligations under collective bargaining agreements. Therefore, even absent the events of strike, labor disturbance or dispute, there may be situations where Verizon faces an unavailability of qualified labor to perform the work necessary.

GROSS REVENUE

Verizon's "Gross Revenue" definition is comprehensive, unambiguous and significantly broader than Cablevision's "Gross Receipts" definition.

Cablevision will likely try to manufacture a level playing field violation by claiming that the definition of "Gross Revenue" in the Verizon Franchise is not as broad as the "Gross Receipts" definition contained in the Cablevision Franchise. This argument is incorrect.

Consistent with federal law, Verizon defines "Gross Revenue" as "[a]ll revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area." *Verizon Franchise §1.16*. The expired Cablevision franchise for the Village does not contain any definition of Gross Revenue. However, in its standard more recent franchises, by way of contrast, Cablevision uses a very narrow definition, , limited to "total annual *subscription payments . . . for video programming service*, and revenue received from advertising sales and home shopping commissions." (emphasis added) Significantly,

June 21, 2007
Page 13

Cablevision defines "cable service" using the federal definition while cunningly limiting the range of receipts contained in "Gross Receipts" to those obtained for "video programming" service rather than cable service.

Verizon's definition of "Gross Revenue" is comprehensive and unambiguous. Rather, it is Cablevision's "Gross Receipts" definition that is clearly deficient.

EVASION OF PERFORMANCE

Neither company can abandon cable service without the Village's prior written consent.

Cablevision will likely imply that the Verizon Franchise contains provisions that could be used by Verizon to avoid inconvenient franchise obligations. This is a veiled insinuation that the Verizon Franchise places lesser economic and regulatory burdens on Verizon than those imposed on Cablevision.

Section 11.6 of the Verizon Franchise provides "[f]ranchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law."

The Village may still avail itself of the remedy of revocation in the event of "substantial noncompliance with a material provision of" the Verizon Franchise pursuant to § 11.4.3:

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

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. *Verizon Franchise*
§§11.4 and 11.4.3.

CUSTOMER SERVICE

Verizon is required to comply with the stringent customer service regulations that the NY PSC imposes on cable service providers. Further, as a competitive provider, Verizon will be held to a higher standard by consumers seeking improved customer service.

Cablevision will probably recommend that the Village seek to include a provision stating that “[t]he LFA shall have the right to promulgate new, revised or additional consumer protection standards, and penalties for Franchisee’s failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C Sec. 552).” This additional provision is entirely unnecessary. First, Section 2.5 of the Verizon Franchise clearly states that the franchise is “subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.” Second, Spring Valley already has the rights under 47 U.S.C § 552 to establish and enforce customer service requirements and to enact and enforce consumer protection laws.

Finally, as a competitive market entrant, Verizon will be held to a higher standard by consumers seeking improved customer service. If Verizon’s customer service is not exemplary, subscribers will return to the incumbent. At the present time, Village residents are left with no choice. As a result of competition, customer service will improve across the board, and all Village consumers will benefit.

CONCLUSION

Verizon is eager to introduce cable competition to Spring Valley and to offer Spring Valley residents the opportunity to choose among cable providers. To fulfill their commitment to bring choice to Village residents, the Village and Verizon have worked diligently to negotiate an agreement that is fair and that complies with all applicable laws. As explained in greater detail above, Cablevision’s anticompetitive tactics are designed solely to protect its market dominance by denying Spring Valley residents the benefits of a competitive alternative. The incumbent’s self-serving assertions relate not to the inherent fairness of permitting Verizon to compete head-to-head for video subscribers in Spring Valley, but instead solely to promote Cablevision’s pecuniary interest in forestalling Verizon’s entry into the

June 21, 2007

Page 15

market at all costs. It is imperative that the Village review Cablevision's grievances in this very narrow context.

Verizon anticipates the Village's award of a cable franchise at the Public Hearing and is excited to benefit Village residents through the introduction of cable competition. In the meantime, we remain available at any time to answer any questions that you may have. Joan Elliston is available at (703) 974-2836 and I am available at (202) 719-3480.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brian A. Johnson", is written over a light gray rectangular background.

Brian A. Johnson

cc: Mae N. Naber, Village Clerk
Bruce Levine, Esq., Village Attorney
Verizon New York Inc.

Tab 8

From: Johnson, Brian
Sent: Friday, June 22, 2007 2:15 PM
To: 'B Levine'
Cc: joan.i.elliston@verizon.com; richard.windram@verizon.com; 'mnaber@villagespringvalley.org'
Subject: RE: Letter to Spring Valley Board of Trustees

Bruce: The SEQRA form that we sent you is the only short form that I can find on the NY DEC web site. Let's talk about it on Monday morning.

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

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From: B Levine [mailto:blevine@villagespringvalley.org]
Sent: Friday, June 22, 2007 12:03 PM
To: Johnson, Brian; mnaber@villagespringvalley.org
Cc: joan.i.elliston@verizon.com; richard.windram@verizon.com
Subject: RE: Letter to Spring Valley Board of Trustees

On the SEQRA, if you will not fill out the Unlisted actions form, then I need a standard Short Environmental Assessment Form filled out by Verizon for my alternative Negative Declaration. The NYS Department of Environmental Conservation has the forms online, I think. I will not be in the office the rest of the day.
Bruce

-----Original Message-----

From: Johnson, Brian [mailto:BJohnson@wileyrein.com]
Sent: Thursday, June 21, 2007 5:38 PM
To: mnaber@villagespringvalley.org; blevine@villagespringvalley.org
Cc: joan.i.elliston@verizon.com; richard.windram@verizon.com
Subject: Letter to Spring Valley Board of Trustees

Mae: Attached is a letter that we sent to you today by overnight courier for distribution to the Mayor, Deputy Mayor and the members of the Board. If you should have any questions, please let Rich Windram, Joan Elliston or me know.

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006

Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

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PLEASE NOTE: New Firm Name

Effective February 1, 2007, Wiley Rein & Fielding LLP became Wiley Rein LLP. The firm's website address became www.wileyrein.com and all firm email addresses reflect the new Internet domain name. Please take a moment to update your records with our new information.

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Tab 9

From: Johnson, Brian
Sent: Friday, June 22, 2007 3:28 PM
To: 'B Levine'; 'levinebruce@msn.com'
Cc: 'joan.l.elliston@verizon.com'; 'richard.windram@verizon.com'; 'mnaber@villagespringvalley.org'
Subject: Spring Valley Board of Trustees Hearing and EAF

Attached is a draft of the resolution that I mentioned for your consideration. Also, below is the email I sent earlier to your office email address regarding EAF. It turns out that Verizon files a full EAF with the NY PSC when it submits franchises for certification. Thus, if Spring Valley does not desire Verizon to submit a short EAF, the one we sent can be disregarded and the SEQRA portion of the attached resolution can be deleted.

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

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Spring Valley Resolution.DOC

Board of Trustees
Village of Spring Valley
Regular Meeting
June 26, 2007

PRESENT: Mayor George Darden presiding; Deputy Mayor Noramie Jasmin; Trustees Bettie Brown, Joseph Desmaret and Phillip Rosenthal; Bruce Levine, Village Attorney; and Village Clerk, Mae N. Naber.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF SPRING VALLEY
AWARDING A CABLE TELEVISION FRANCHISE AGREEMENT TO VERIZON NEW
YORK INC. TO PROVIDE CABLE SERVICE TO THE VILLAGE OF SPRING VALLEY**

On a motion made by _____ and seconded by _____, the following resolution was adopted by those Board of Trustees Members present:

WHEREAS, the Village of Spring Valley (the "Village") is a franchising authority in accordance with Title VI of the Communications Act of 1934 (the "Communications Act"), and is authorized to grant one or more cable television franchises pursuant to Article 11 of the New York State Public Service Law, and Title 16, Chapter VIII, Parts 890.60 through 890.6 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York (the "Cable Laws");

WHEREAS, VERIZON NEW YORK INC. ("Verizon") is upgrading its existing telecommunications and information services network through the installation of what Verizon refers to as "Fiber to the Premises Telecommunication Network (the "FTTP Network") within the Village and elsewhere, which existing network transmits Non-Cable Services (as defined in the proposed Verizon Franchise Agreement) pursuant to the authority granted by Section 27 of the New York Transportation Corporations Law, and Title II of the Telecommunications Act, which Non-Cable Services are not subject to the Cable Law or to Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies public rights-of-way (as defined in the proposed Verizon Franchise Agreement) within the Village, and Verizon desires to use portions of the FTTP Network now of hereinafter installed within the Village to provide cable service (as defined in the proposed Verizon Franchise Agreement);

WHEREAS, Verizon has submitted a written application for a cable television franchise to the Village on June 14, 2007 (the "Verizon Application"), which the Village has had an opportunity to review;

WHEREAS, due negotiations between the Village and Verizon have resulted in a proposed agreement entitled "Cable Franchise Agreement between the Village of Spring

Valley and Verizon New York Inc.," which proposed agreement was filed with the Village on June 14, 2007 ("Verizon Franchise Agreement");

WHEREAS, on June 11, 2007 at a regularly scheduled Village Board work session, Verizon made a presentation to the Village Board in favor of the proposed Verizon Franchise Agreement, including an outline of the cable television services proposed to be provided to the Village pursuant thereto, and members of the Village Board and the public were given notice and opportunity to comment on Verizon's presentations and ask questions to be addressed by Verizon's representatives;

WHEREAS, the Village has identified the cable-related needs and interests of the residents of the Village and has exercised due diligence in considering the technical ability, financial conditions, character and legal qualifications of Verizon to meet such needs and interests; and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Spring Valley hereby establishes itself as the lead agency for the purposes of review of the proposed action under the provisions of the State Environmental Quality Review Act ("SEQRA"), and makes the following finding, and alternative determination with respect to the environmental impact of the proposed Verizon Franchise Agreement:

(i) In order to provide the equipment necessary to support its proposed Cable Franchise Service in the Village, Verizon will complete the installation of a fiber optic network, which work is already in progress. Even without the proposed use for Cable Service transmissions, this ongoing network conversion would continue to occur so as to service Verizon's already existing telecommunications operations, although the pace of the conversion is expected to be accelerated if the pending application is approved;

(ii) That the Village Board's execution of the proposed Franchise Agreement is a TYPE II Action under SEQRA. Specifically, this action is covered under 6 NYCRR § 617.5 (20): "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment."

Accordingly, it has been predetermined that adoption of the proposed Verizon Franchise Agreement will not result in a significant impact on the environment, and no further action is required relative to this matter under SEQRA;

FURTHER RESOLVED, that the Village approves the character of Verizon; and be it

FURTHER RESOLVED, that the Village concludes that Verizon is legally (pursuant to NY Public Service Commission Rules and other statutory requirements), technically, and financially and otherwise qualified to meet the cable-related needs and interests of the Village, which needs and interests were ascertained by the Village; and be it

FURTHER RESOLVED, that the Village concludes that Verizon will be required to provide adequate public, educational, governmental access capacity, either through channels dedicated to same, or through interconnection between cable operators as permitted by law; and be it

FURTHER RESOLVED, that the Village concludes that Verizon will meet all statutory and regulatory non-discrimination requirements; and be it

FURTHER RESOLVED, that the Village concludes, based on the presentation by Verizon, that the cable service offered by Verizon will include competitive offerings with its existing competition; and be it

FURTHER RESOLVED, that the Village concludes that although the terms of the proposed Verizon Franchise Agreement are not identical to those of the franchise agreement with Cablevision, that the terms of both agreements are reasonably comparable in their totality and contain no economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchisee operating in the same franchise area, therefore, neither agreement provides either franchise with any unfair competitive advantage, or subject either franchise to any unfair competitive disadvantage; and be it

FURTHER RESOLVED, that the Village Board determines that it serves the public interest to award Verizon a franchise to own, construct, operate and maintain a cable system along the public rights-of-way within the Village, in order to provide cable service; and be it

FURTHER RESOLVED, that the Village Board authorizes the award of a non-exclusive franchise to Verizon to own, construct, operate and maintain a cable system along the public rights-of-way within the Village, in order to provide cable service, which authorization is made in accordance with the applicable provisions of Title VI of the Communications Act and the Cable Laws; and be it

FURTHER RESOLVED, that The Board of Trustees of the Village of Spring Valley authorizes the Honorable George Darden Mayor, of the Village, to enter into a franchise agreement with VERIZON NEW YORK INC., in a form approved by the Village Attorney, and to execute any other documents necessary to effectuate the granting of the franchise on behalf of the Village of Spring Valley.

Mae N. Naber
Village Clerk

SEAL

Dated: June 26, 2007
12670504.1

Tab 10

From: Johnson, Brian
Sent: Friday, June 22, 2007 3:37 PM
To: 'Bruce Levine'
Subject: RE: Spring Valley Board of Trustees Hearing and EAF

Ok, good

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

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-----Original Message-----

From: Bruce Levine [mailto:levinebruce@msn.com]
Sent: Friday, June 22, 2007 3:32 PM
To: Johnson, Brian; blevine@villagespringvalley.org
Cc: joan.l.elliston@verizon.com; richard.windram@verizon.com; mnaber@villagespringvalley.org
Subject: RE: Spring Valley Board of Trustees Hearing and EAF

If the PSC gets the long form, then it is the lead agency and the Village need not take any SEQRA Action. I'll pull out the SEQRA from the Resolution.

Thanks. Bruce

>From: "Johnson, Brian" <BJohnson@wileyrein.com>
>To: "B Levine" <blevine@villagespringvalley.org>, <levinebruce@msn.com>
>CC:
><joan.l.elliston@verizon.com>, <richard.windram@verizon.com>, <mnaber@vil
>lagespringvalley.org>
>Subject: Spring Valley Board of Trustees Hearing and EAF
>Date: Fri, 22 Jun 2007 15:28:25 -0400

>Attached is a draft of the resolution that I mentioned for your
>consideration. Also, below is the email I sent earlier to your office
>email address regarding EAF. It turns out that Verizon files a full
>EAF with the NY PSC when it submits franchises for certification.
>Thus, if Spring Valley does not desire Verizon to submit a short EAF,
>the one we sent can be disregarded and the SEQRA portion of the
>attached resolution can be deleted.

>

>

>Brian A. Johnson
>Wiley Rein LLP
>1776 K Street, NW
>Washington, DC 20006
>Voice: 202.719.3480

>Fax: 202.719.7049
>Cell: 240.475.2087
>Email: bjohnson@wileyrein.com <mailto:bjohnson@wileyreinf.com>

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>

>

>

>

> From: Johnson, Brian
> Sent: Friday, June 22, 2007 2:15 PM
> To: 'B Levine'
> Cc: joan.l.elliston@verizon.com; richard.windram@verizon.com;
> 'mnaber@villagespringvalley.org'
> Subject: RE: Letter to Spring Valley Board of Trustees

>

>

> Bruce: The SEQRA form that we sent you is the only short form
that I
>can find on the NY DEC web site. Let's talk about it on Monday
>morning.

>

> Brian A. Johnson
> Wiley Rein LLP
> 1776 K Street, NW
> Washington, DC 20006
> Voice: 202.719.3480
> Fax: 202.719.7049
> Cell: 240.475.2087
> Email: bjohnson@wileyrein.com <mailto:bjohnson@wileyreinf.com>

>

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>

>

>

>

> From: B Levine
[mailto:blevine@villagespringvalley.org]
> Sent: Friday, June 22, 2007 12:03 PM
> To: Johnson, Brian; mnaber@villagespringvalley.org
> Cc: joan.l.elliston@verizon.com;
> richard.windram@verizon.com
> Subject: RE: Letter to Spring Valley Board of
Trustees

>

>

> On the SEQRA, if you will not fill out the Unlisted
actions form,
>then I need a standard Short Environmental Assessment Form
> filled out by Verizon for my alternative Negative
Declaration. The

>NYS Department of Environmental Conservation has the forms online, I
>think. I will not be in the office the rest of the day.
>
> Bruce
> -----Original Message-----
> From: Johnson, Brian [mailto:BJohnson@wileyrein.com]
> Sent: Thursday, June 21, 2007 5:38 PM
> To: mnaber@villagespringvalley.org;
>blevine@villagespringvalley.org
> Cc: joan.l.elliston@verizon.com;
>richard.windram@verizon.com
> Subject: Letter to Spring Valley Board of Trustees
>
> Mae: Attached is a letter that we sent to you today
by
overnight
>courier for distribution to the Mayor, Deputy Mayor and the members of
>the Board. If you should have any questions, please let Rich Windram,
>Joan Elliston or me know.
>
> Brian A. Johnson
> Wiley Rein LLP
> 1776 K Street, NW
> Washington, DC 20006
> Voice: 202.719.3480
> Fax: 202.719.7049
> Cell: 240.475.2087
> Email: bjohnson@wileyrein.com
><mailto:bjohnson@wileyrein.com>
>
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>strictly prohibited.
>
>
> PLEASE NOTE: New Firm Name
> Effective February 1, 2007, Wiley Rein & Fielding LLP
became Wiley
>Rein LLP. The firm's website address became www.wileyrein.com
><blocked::outbind://64/www.wileyrein.com> and all firm email addresses

>reflect the new Internet domain name. Please take a moment to update
>your records with our new information.
>
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>attachments and notify the sender immediately by sending an e-mail to
>Information@wileyrein.com.
>
>
>

>

><< SpringValleyResolution.DOC >>

Tab 11

----- Message from "Johnson, Brian" <BJohnson@wileyrein.com> on Fri, 22 Jun 2007 16:36:40 -0400

To: mnaber@villagespringvalley.org

cc: "B Levine"

<blevine@villagespringvalley.org>

Subject Certified Newspaper Publication

Mae: Would it be possible for you to fax to me on Monday a copy of the newspaper affidavit certifying the publication of the Public Notice of the hearing on the Verizon application for a cable franchise.

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

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Tab 12



"Johnson, Brian"
<BJohnson@wileyrein.com>
06/24/2007 09:10 PM

To "Bruce Levine" <levinebruce@msn.com>,
blevine@villagespringvalley.org
cc
bcc
Subject RE: Spring Valley Board of Trustees Hearing and EAF

Bruce: The clause at the end of the last Whereas clause, "although the pace of the conversion is expected to be accelerated if the pending application is approved...", should be deleted.

Brian A. Johnson
Wiley Rein LLP
1776 K St., NW
Washington, DC 20006
(202) 719-3480
Fax. (202) 719-7049
bjohnson@wileyrein.com

-----Original Message-----

From: Bruce Levine [mailto:levinebruce@msn.com]
Sent: Friday, June 22, 2007 4:11 PM
To: Johnson, Brian; blevine@villagespringvalley.org
Cc: joan.l.elliston@verizon.com; richard.windram@verizon.com;
mnaber@villagespringvalley.org
Subject: RE: Spring Valley Board of Trustees Hearing and EAF

Attached is the edited Resolution for the Village Board meeting. Bruce

>From: "Johnson, Brian" <BJohnson@wileyrein.com>
>To: "B Levine" <blevine@villagespringvalley.org>, <levinebruce@msn.com>
>CC:
><joan.l.elliston@verizon.com>, <richard.windram@verizon.com>, <mnaber@vil
>lagespringvalley.org>
>Subject: Spring Valley Board of Trustees Hearing and EAF
>Date: Fri, 22 Jun 2007 15:28:25 -0400
>
>Attached is a draft of the resolution that I mentioned for your
>consideration. Also, below is the email I sent earlier to your office
>email address regarding EAF. It turns out that Verizon files a full
>EAF with the NY PSC when it submits franchises for certification.
>Thus, if Spring Valley does not desire Verizon to submit a short EAF,
>the one we sent can be disregarded and the SEQRA portion of the
>attached resolution can be deleted.
>
>
>Brian A. Johnson
>Wiley Rein LLP
>1776 K Street, NW
>Washington, DC 20006
>Voice: 202.719.3480
>Fax: 202.719.7049
>Cell: 240.475.2087
>Email: bjohnson@wileyrein.com <mailto:bjohnson@wileyrein.com>
>
>This message is intended only for the use of the addressee and may

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>
>

>
> From: Johnson, Brian
> Sent: Friday, June 22, 2007 2:15 PM
> To: 'B Levine'
> Cc: joan.l.elliston@verizon.com; richard.windram@verizon.com;
> 'mnaber@villagespringvalley.org'
> Subject: RE: Letter to Spring Valley Board of Trustees

>
> Bruce: The SEQRA form that we sent you is the only short form
that I
>can find on the NY DEC web site. Let's talk about it on Monday
>morning.

>
> Brian A. Johnson
> Wiley Rein LLP
> 1776 K Street, NW
> Washington, DC 20006
> Voice: 202.719.3480
> Fax: 202.719.7049
> Cell: 240.475.2087
> Email: bjohnson@wileyrein.com <mailto:bjohnson@wileyrein.com>

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>
> From: B Levine
[mailto:blevine@villagespringvalley.org]
> Sent: Friday, June 22, 2007 12:03 PM
> To: Johnson, Brian; mnaber@villagespringvalley.org
> Cc: joan.l.elliston@verizon.com;
> richard.windram@verizon.com
> Subject: RE: Letter to Spring Valley Board of
Trustees

>
>
> On the SEQRA, if you will not fill out the Unlisted
actions form,
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Declaration. The
>NYS Department of Environmental Conservation has the forms online, I
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> Bruce
> -----Original Message-----
> From: Johnson, Brian [mailto:BJohnson@wileyrein.com]

> Sent: Thursday, June 21, 2007 5:38 PM
> To: mnaber@villagespringvalley.org;
>blevine@villagespringvalley.org
> Cc: joan.l.elliston@verizon.com;
>richard.windram@verizon.com
> Subject: Letter to Spring Valley Board of Trustees
>
> Mae: Attached is a letter that we sent to you today
by
overnight
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>the Board. If you should have any questions, please let Rich Windram,
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>
> Brian A. Johnson
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>
>
> PLEASE NOTE: New Firm Name
> Effective February 1, 2007, Wiley Rein & Fielding LLP
became Wiley
>Rein LLP. The firm's website address became www.wileyrein.com
><blocked::outbind://64/www.wileyrein.com> and all firm email addresses

>reflect the new Internet domain name. Please take a moment to update
>your records with our new information.
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> NOTICE: This message (including any attachments) from
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>Information@wileyrein.com.
>
>
>
>

><< SpringValleyResolution.DOC >>

Tab 13



"Johnson, Brian"
<BJohnson@wileyrein.com>

06/26/2007 10:59 AM

To "B Levine" <blevine@villagespringvalley.org>, "Bruce Levine"
<levinebruce@msn.com>
cc Joan L. Elliston/EMPL/DC/Verizon@VZNotes
bcc
Subject Revised Spring Valley Resolution

Bruce: Attached is a revised Resolution with the clause at the end of the last WHEREAS deleted.

Brian A. Johnson
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Voice: 202.719.3480
Fax: 202.719.7049
Cell: 240.475.2087
Email: bjohnson@wileyrein.com

This message is intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL, and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of the communication is strictly prohibited.

PLEASE NOTE: New Firm Name

Effective February 1, 2007, Wiley Rein & Fielding LLP became Wiley Rein LLP. The firm's website address became www.wileyrein.com and all firm email addresses reflect the new Internet domain name. Please take a moment to update your records with our new information.

NOTICE: This message (including any attachments) from Wiley Rein LLP may constitute an attorney-client communication and may contain information that is PRIVILEGED and CONFIDENTIAL and/or ATTORNEY WORK PRODUCT. If you are not an intended recipient, you are hereby notified that any dissemination of this message is strictly prohibited. If you have received this message in error, please do not read, copy or forward this message. Please permanently delete all copies and any attachments and notify the sender immediately by sending an e-mail to Information@wileyrein.com.



Spring Valley Resolution Version.1

Board of Trustees
Village of Spring Valley
Regular Meeting
June 26, 2007

PRESENT: Mayor George Darden presiding; Deputy Mayor Noramie Jasmin; Trustees Bettie Brown, Joseph Desmaret and Phillip Rosenthal; Bruce Levine, Village Attorney; and Village Clerk, Mae N. Naber.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF SPRING VALLEY
AWARDING A CABLE TELEVISION FRANCHISE AGREEMENT TO VERIZON NEW
YORK INC. TO PROVIDE CABLE SERVICE TO THE VILLAGE OF SPRING VALLEY**

On a motion made by _____ and seconded by _____, the following resolution was adopted by those Board of Trustees Members present:

WHEREAS, the Village of Spring Valley (the "Village") is a franchising authority in accordance with Title VI of the Communications Act of 1934 (the "Communications Act"), and is authorized to grant one or more cable television franchises pursuant to Article 11 of the New York State Public Service Law, and Title 16, Chapter VIII, Parts 890.60 through 890.6 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York (the "Cable Laws");

WHEREAS, VERIZON NEW YORK INC. ("Verizon") is upgrading its existing telecommunications and information services network through the installation of what Verizon refers to as "Fiber to the Premises Telecommunication Network (the "FTTP Network") within the Village and elsewhere, which existing network transmits Non-Cable Services (as defined in the proposed Verizon Franchise Agreement) pursuant to the authority granted by Section 27 of the New York Transportation Corporations Law, and Title II of the Telecommunications Act, which Non-Cable Services are not subject to the Cable Law or to Title VI of the Communications Act;

WHEREAS, the FTTP Network occupies public rights-of-way (as defined in the proposed Verizon Franchise Agreement) within the Village, and Verizon desires to use portions of the FTTP Network now of hereinafter installed within the Village to provide cable service (as defined in the proposed Verizon Franchise Agreement);

WHEREAS, Verizon has submitted a written application for a cable television franchise to the Village on June 14, 2007 (the "Verizon Application"), which the Village has had an opportunity to review;

WHEREAS, due negotiations between the Village and Verizon have resulted in a proposed agreement entitled "Cable Franchise Agreement between the Village of Spring

Valley and Verizon New York Inc.," which proposed agreement was filed with the Village on June 14, 2007 ("Verizon Franchise Agreement");

WHEREAS, on June 26, 2007 at a regularly scheduled Village Board meeting, the Village held a public hearing on the proposed Verizon Franchise Agreement at which Verizon made a presentation to the Village Board in favor of the proposed Verizon Franchise Agreement, including an outline of the cable television services proposed to be provided to the Village pursuant thereto, and members of the Village Board and the public were given notice and opportunity to comment on Verizon's presentations and ask questions to be addressed by Verizon's representatives;

WHEREAS, the Village has identified the cable-related needs and interests of the residents of the Village and has exercised due diligence in considering the technical ability, financial conditions, character and legal qualifications of Verizon to meet such needs and interests; and

WHEREAS, the Village Board understands that the New York State Public Service Commission must grant final approval of this agreement and is the lead agency under the New York State Environmental Quality Review Act and hence has not taken any SEQRA action but that it would have issued a negative declaration based on its understanding of the potential environmental impacts of the project given that all work will be done within existing rights of way and that, in order to provide the equipment necessary to support its proposed Cable Franchise Service in the Village, Verizon will complete the installation of a fiber optic network, which work is already in progress. Even without the proposed use for Cable Service transmissions, this ongoing network conversion would continue to occur so as to service Verizon's already existing telecommunications operations; and

NOW, THEREFORE, BE IT RESOLVED, that the Village of Spring Valley Board of Trustees finds that it approves the character of Verizon; and be it

FURTHER RESOLVED, that the Village Board finds that Verizon is legally (pursuant to NY Public Service Commission Rules and other statutory requirements), technically, and financially and otherwise qualified to meet the cable-related that Verizon will meet all statutory and regulatory non-discrimination requirements; and be it

FURTHER RESOLVED, that the Village Board finds, based on the presentation by Verizon, that the cable service offered by Verizon will include competitive offerings with its existing competition; and be it

FURTHER RESOLVED, that the Village Board finds that although the terms of the proposed Verizon Franchise Agreement are not identical to those of the franchise agreement with Cablevision, that the terms of both agreements are reasonably comparable in their totality and contain no economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchisee operating in the same

franchise area, therefore, neither agreement provides either franchise with any unfair competitive advantage, or subject either franchise to any unfair competitive disadvantage; and be it

FURTHER RESOLVED, that the Village Board determines that it serves the public interest to award Verizon a franchise to own, construct, operate and maintain a cable system along the public rights-of-way within the Village, in order to provide cable service; and be it

FURTHER RESOLVED, that the Village Board authorizes the award of a non-exclusive franchise to Verizon to own, construct, operate and maintain a cable system along the public rights-of-way within the Village, in order to provide cable service, which authorization is made in accordance with the applicable provisions of Title VI of the Communications Act and the Cable Laws; and be it

FURTHER RESOLVED, that The Board of Trustees of the Village of Spring Valley authorizes the Honorable George Darden Mayor, of the Village, to enter into a franchise agreement with VERIZON NEW YORK INC., in a form approved by the Village Attorney, and to execute any other documents necessary to effectuate the granting of the franchise on behalf of the Village of Spring Valley.

Mae N. Naber
Village Clerk

SEAL

Dated: June 26, 2007
12672083.1

ATTACHMENT E

FTTP System Architecture

End-to-End Architecture

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

Figure 2 shows full build and overlay architecture. FTTP will be built instead of copper facilities in new communities. In existing communities, the existing copper network will continue to serve those customers who have not migrated to the FTTP network. The fiber is deployed from a Central Office location within a wire center area.

Figure 1-High Level End to End Architecture

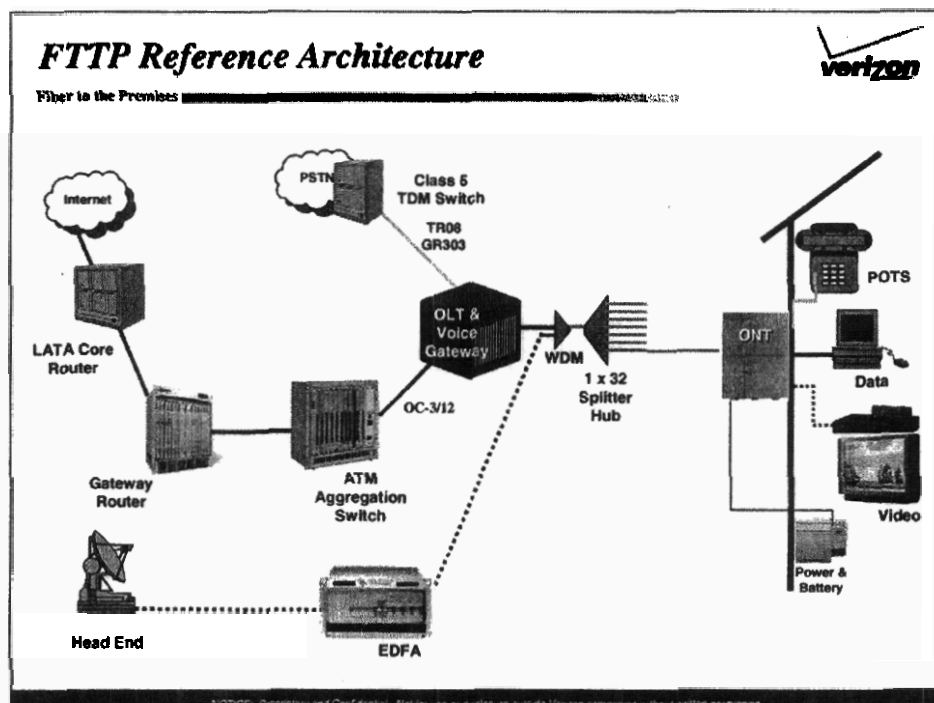
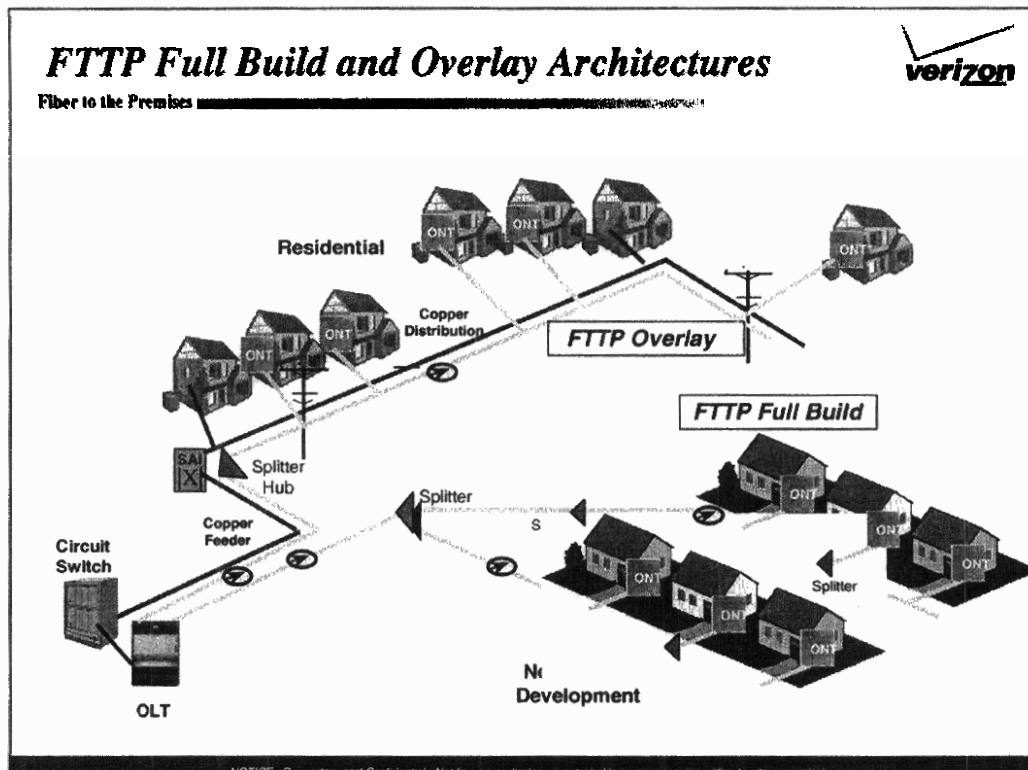


Figure 2-FTTP Full Build and Overlay Architectures



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

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

Cable television traffic is converted to optical signals at the VHO and transported over Verizon’s metro area, inter-office facilities (IOF) to Video Serving Offices (VSOs). Voice

and high-speed data signals are combined with the cable television at this location for final transport to the subscriber premises over Verizon's FTTP Passive Optical Network (PON).

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

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

Super Headend (SHE)

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

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

The key functions of the SHE include:

Content Reception

Signal Processing

Encoding

Network Interface

The majority of cable television sources shall be individual content provider programming. A mix of standard and high definition formats shall be supported. All content shall be encoded into MPEG2 streams, formatted for SONET, and transported via an OC48c to a local point-of-presence (POP) for wide area (national) transport.

Wide Area Transport

In support of the cable television service, Verizon will use OC48c SONET facilities in the POPs serving target cable markets. Where multiple POPs exist within a market, redundancy options shall dictate if a single or multiple POPs shall be designated for supporting the cable television traffic.

In most cases, it is expected that the cable television traffic shall traverse multiple interconnected rings between the SHE and the destination market. Once the cable traffic reaches a POP located in a target market, it will be forwarded to an OC48c SONET

interface connected to metro/local SONET facilities. These facilities shall connect the POP to a Video Hub Office (VHO). VHOs are capable of serving multiple communities within a target market. If more than one VHO is required, the metro SONET ring(s) would be deployed to cover multiple sites.

Video Hub Office (VHO)

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

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

WAN Interface for Cable television Transport

Ad Insertion

PEG Content

Signal Grooming and Multiplexing

Emergency Alert Service

Interactive Program Guide

Conditional Access

Local Content

The VHO shall aggregate three basic sources of content: national broadcast channels, local broadcast channels, and public, educational, & government (PEG) channels. The national content is the traffic sent from the SHE and is delivered via an OC48c SONET interface from the SONETPOP. The local broadcast channels shall be received off-air via antennas or terrestrial fiber transport located at the VHO site. The PEG channels shall be collected via terrestrial connections from each local franchising area (LFA) served by the VHO.

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

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

Metro Area Transport

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

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

The Video Serving Office (VSO) is a location within the central office containing FTTP equipment. The VSO that will serve the City of Peekskill is located in Peekskill, New York. If technically feasible or otherwise appropriate, PEG insertion may occur at these locations in the network.

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

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

Customer Premises

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

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ATTACHMENT F

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**In the Matter of the Petition of Verizon
New York Inc. Pursuant to Section 221
of the Public Service Law for
Confirmation of a Cable Television
Franchise Awarded by the Village of
Spring Valley, New York (Rockland
County)**

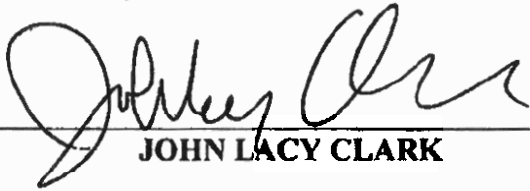
Case 07-V-_____

AFFIDAVIT OF SERVICE

**STATE OF NEW YORK)
)
COUNTY OF NEW YORK)** **ss.:**

JOHN LACY CLARK, being duly sworn, deposes and says:

I certify that a complete copy of Verizon New York Inc.'s Petition for Confirmation will be sent to Mae N. Naber, Village Clerk, on June 28, 2007, by overnight mail addressed to her at Village of Spring Valley, 200 North Main Street, Spring Valley, New York 10977.



JOHN LACY CLARK

**Sworn to before me
this 28th day of June, 2007.**



Notary Public

**MIGUEL A. ROSA
Notary Public, State of New York
No. 43-4771951, Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 30, 2012**

ATTACHMENT G

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**In the Matter of the Petition of Verizon
New York Inc. Pursuant to Section 221
of the Public Service Law for
Confirmation of a Cable Television
Franchise Awarded by the Village of
Spring Valley, New York (Rockland
County)**

Case 07-V-_____

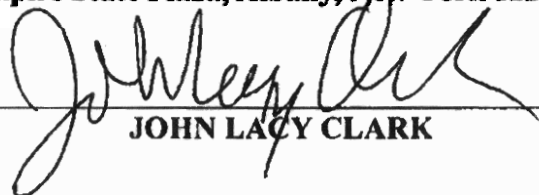
AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) **ss.:**

JOHN LACY CLARK, being duly sworn, deposes and says:

I certify that a notice with the following text will be published on July 3, 2007 in The Journal News. The Journal News is a newspaper of general circulation in the Village of Spring Valley. Verizon has submitted the notice to that newspaper, has arranged for payment for such publication, and has been assured that the notice will appear in the newspaper on the specified date.

PLEASE TAKE NOTICE that Verizon New York Inc. ("Verizon") has filed a Petition with the New York State Public Service Commission ("Commission") seeking confirmation and approval of a cable television franchise awarded to Verizon by the Village of Spring Valley, New York. Copies of the Petition are available from the Commission or from Verizon. Interested parties may file comments on the Petition with the Commission within ten days of the date of publication of this notice. Comments should be addressed to Hon. Jaclyn A. Brillling, Secretary, New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223.



JOHN LACY CLARK

Sworn to before me
this 28th day of June, 2007



Notary Public

MIGUEL A. ROSA
Notary Public, State of New York
No. 43-4771951, Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 30, 2012

ATTACHMENT H

EXPLANATORY NOTES TO ATTACHMENT H

1. This Attachment H consists of: (a) a Department of Environmental Conservation “Full Environmental Assessment Form” (“EAF”) for Verizon’s offering of cable service in Spring Valley, New York, with Part 1 filled in; (b) an EAF Addendum providing certain additional background information; and (c) exhibits to the Addendum, including maps showing environmentally relevant features of the franchise area and a list of sites included in the SPHINX database of historic sites, as described below.

2. The Attachment is submitted without prejudice to Verizon’s positions that: (a) the activities for which it seeks approval in this proceeding are not “actions” under the State Environmental Quality Review Act (“SEQRA”), and that therefore no EAF is required; and (b) if an EAF is required in this case, a short-form EAF will suffice.

3. The EAF and the EAF Addendum are based on information in Verizon’s possession or available to us through research in readily available sources. Beyond such sources, we have not undertaken any “new studies, research or investigation.”¹

4. Historic site information was derived from the SPHINX database of the New York State Historic Preservation Office (*see* <http://www.nysparks.state.ny.us/shpo/resources/index.htm>). Coastal area information was obtained from the New York State Geographic Information Systems Clearinghouse website (*see* <http://www.nysgis.state.ny.us/gisdata/inventories/details.cfm?DSID=317>), as was flood plain data (*see* <http://www.nysgis.state.ny.us/gisdata/inventories/details.cfm?DSID=246>). Information on wetlands locations was obtained from the U.S. Fish & Wildlife Service National Wetlands Inventory (*see* <http://www.fws.gov/nwi/>) and the Cornell University Geospatial Information Repository (*see* <http://cugir.mannlib.cornell.edu/mapbrowse.jsp?series=counties>). Information on agricultural districts was obtained from the Cornell University Geospatial Information Repository (*see* <http://cugir.mannlib.cornell.edu/mapbrowse.jsp?series=counties>). Information on “critical environmental areas” was obtained from the website of the State Department of Environmental Conservation (<http://www.dec.state.ny.us/website/dcs/seqr/cea/index.html>). Information on National Natural Landmarks was obtained from the website of the National Park Service (*see* http://www.nature.nps.gov/nnl/Registry/USA_Map/States/NewYork/new_york.cfm).

5. In response to several questions in Part 1, Verizon has indicated that the question is “Not Applicable” (“N/A”) to the confirmation that is the subject of the Petition. The activities to be undertaken pursuant to the franchise for which confirmation is sought involve the delivery of video programming and, thus, do not have a definite location or “area.” To the extent any construction — including line extensions, placement of drop wires, extensions, and repairs — takes place after the franchise becomes effective, all of the locations within the franchise area at which such activity will occur cannot be known in advance.

¹ See Full Environmental Assessment Form at 2.

The information provided for contiguity to historic sites, etc., has been provided with respect to Verizon's FTTP facilities in the franchise area, even though it is Verizon's position that such facilities have been constructed pursuant to independent permissions and authorities.

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

☐

Part 1

☐

Part 2

☐

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- ☐ A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a negative declaration will be prepared.
- ☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- ☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a positive declaration will be prepared.

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Name of Action

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

PART 1--PROJECT INFORMATION
Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Award of Cable Television Franchise to Verizon

Location of Action (include Street Address, Municipality and County)

Discrete Areas within the Village of Spring Valley, NY

Name of Applicant/Sponsor Verizon New York Inc. ("Verizon")

Address c/o Thomas McCarroll, 158 State Street

City / PO Albany State NY Zip Code 12207

Business Telephone (518) 396-1001

Name of Owner (if different) N/A

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Activities undertaken by Verizon pursuant to the authority awarded by the franchise.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: ☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Other _____

2. Total acreage of project area: _____ acres.*

* Although Verizon does not believe that this question applies to the activities at issue here, it has determined at Staff's request that its FFTP facilities constructed in the franchise area to date have an approximate length of 47 miles. The width of the right-of-way varies by location, and Verizon cannot readily determine at this time the average width (and therefore the area) of the right-of-way used by Verizon.

APPROXIMATE ACREAGE

Meadow or Brushland (Non-agricultural)	_____ acres	_____ acres
Forested	_____ acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings and other paved surfaces	_____ acres	_____ acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? N/A

- a. Soil drainage: ☐ Well drained _____ % of site ☐ Moderately well drained _____ % of site.
☐ Poorly drained _____ % of site

- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? ☐ Yes ☐ No N/A

- a. What is depth to bedrock _____ (in feet)

5. Approximate percentage of proposed project site with slopes: N/A

☐ 0-10% _____ % ☐ 10- 15% _____ % ☐ 15% or greater _____ %

** Parts of Verizon's FFTP network in the franchise area pass historic sites. See Addendum.

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? ☒ Yes ** ☐ No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? ☐ Yes ☒ No

8. What is the depth of the water table? _____ (in feet) N/A

9. Is site located over a primary, principal, or sole source aquifer? ☒ Yes ☐ No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? ☐ Yes ☐ No N/A

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? ☐ Yes ☐ No N/A

According to:

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

☐ Yes ☐ No N/A

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

☐ Yes ☐ No N/A

If yes, explain:

14. Does the present site include scenic views known to be important to the community? ☐ Yes ☐ No N/A

15. Streams within or contiguous to project area: N/A

a. Name of Stream and name of River to which it is tributary

16. Lakes, ponds, wetland areas within or contiguous to project area: See Addendum.

b. Size (in acres):

17. Is the site served by existing public utilities? ☒ Yes ☐ No
- a. If YES, does sufficient capacity exist to allow connection? ☒ Yes ☐ No
- b. If YES, will improvements be necessary to allow connection? ☐ Yes ☒ No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? ☐ Yes ☒ No
20. Has the site ever been used for the disposal of solid or hazardous wastes? ☐ Yes ☐ No N/A

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: N/A acres.
- b. Project acreage to be developed: N/A acres initially; N/A acres ultimately.
- c. Project acreage to remain undeveloped: N/A acres.
- d. Length of project, in miles: _____ * (if appropriate) * See response to Item 2 on Page 3.
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing N/A ; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units: N/A
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; N/A length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.

3. Will disturbed areas be reclaimed ☐ Yes ☐ No ☒ N/A

- a. If yes, for what intended purpose is the site being reclaimed?

- b. Will topsoil be stockpiled for reclamation? ☐ Yes ☐ No

- c. Will upper subsoil be stockpiled for reclamation? ☐ Yes ☐ No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? _____ acres. N/A

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

☐ Yes ☒ No

* Although it is Verizon's position that any further FTTP construction activity in the franchise area is being undertaken pursuant to independent authority, rather than pursuant to the franchise, Verizon expects to complete its build out as required by the franchise.

6. If single phase project: Anticipated period of construction: _____ months, (including demolition) *

7. If multi-phased: N/A

a. Total number of phases anticipated _____ (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? ☐ Yes ☒ No

8. Will blasting occur during construction? ☐ Yes ☒ No

9. Number of jobs generated: during construction N/A ; after project is complete N/A

10. Number of jobs eliminated by this project N/A .

11. Will project require relocation of any projects or facilities? ☐ Yes ☒ No

If yes, explain:

12. Is surface liquid waste disposal involved? ☐ Yes ☒ No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? ☐ Yes ☒ No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? ☐ Yes ☒ No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? ☒ Yes ☐ No

16. Will the project generate solid waste? ☐ Yes ☒ No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? ☐ Yes ☒ No

c. If yes, give name _____ ; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? ☐ Yes ☒ No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? ☐ Yes ☒ No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? ☐ Yes ☒ No

19. Will project routinely produce odors (more than one hour per day)? ☐ Yes ☒ No

20. Will project produce operating noise exceeding the local ambient noise levels? ☐ Yes ☒ No

21. Will project result in an increase in energy use? ☐ Yes ☒ No

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding? ☐ Yes ☒ No

If yes, explain:

25. Approvals Required:

City, Town, Village Board

☒ Yes ☐ No

Type	Submittal Date
Village of Spring Valley	
Award Franchise	06/26/07*

* Franchise was awarded on this date.

City, Town, Village Planning Board

☐ Yes ☒ No

City, Town Zoning Board

☐ Yes ☒ No

City, County Health Department

☐ Yes ☒ No

Other Local Agencies

☐ Yes ☒ No

Other Regional Agencies

☐ Yes ☒ No

State Agencies

☒ Yes ☐ No

Federal Agencies

☐ Yes ☒ No

Public Service Commission	
Confirmation	06/28/07

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? ☐ Yes ☒ No

If Yes, indicate decision required:

<input type="checkbox"/> Zoning amendment	<input type="checkbox"/> Zoning variance	<input type="checkbox"/> New/revision of master plan	<input type="checkbox"/> Subdivision
<input type="checkbox"/> Site plan	<input type="checkbox"/> Special use permit	<input type="checkbox"/> Resource management plan	<input type="checkbox"/> Other

2. What is the zoning classification(s) of the site? N/A

3. What is the maximum potential development of the site if developed as permitted by the present zoning? N/A

4. What is the proposed zoning of the site? N/A

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning? N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? ☐ Yes ☐ No N/A

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action? N/A

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? ☐ Yes ☐ No N/A

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed?

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? ☐ Yes ☒ No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

☐ Yes ☒ No

a. If yes, is existing capacity sufficient to handle projected demand? ☐ Yes ☐ No

12. Will the proposed action result in the generation of traffic significantly above present levels? ☐ Yes ☒ No

a. If yes, is the existing road network adequate to handle the additional traffic. ☐ Yes ☐ No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them

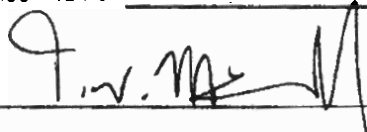
E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Verizon New York Inc.

Date 6/28/07

Signature



Title Vice President Regulatory Affairs, NY & CT

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- 1 In completing the form the reviewer should be guided by the question Have my responses and determinations been reasonable? The reviewer is not expected to be an expert environmental analyst.
- 1 The Examples provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- 1 The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- 1 The number of examples per question does not indicate the importance of each question.
- 1 In identifying impacts, consider long term, short term and cumulative effects

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer Yes if there will be any impact
- b. Maybe answers should be considered as Yes answers.
- c. If answering Yes to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an impact will be potentially large (column 2) does not mean that it is also necessarily significant. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the Yes box in column 3. A No response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO ☐ YES ☐

Examples that would apply to column 2

Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%.

☐
☐
☐

Yes

☐

No

Construction on land where the depth to the water table is less than 3 feet.

☐
☐
☐

Yes

☐

No

Construction of paved parking area for 1,000 or more vehicles.

☐
☐
☐

Yes

☐

No

Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.

☐
☐
☐

Yes

☐

No

Construction that will continue for more than 1 year or involve more than one phase or stage.

☐
☐
☐

Yes

☐

No

Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.

☐
☐
☐

Yes

☐

No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

☐ NO ☐ YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------	--------------------------	--------------------------	--

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

☐ NO ☐ YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

☐ NO ☐ YES

Examples that would apply to column 2

A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
5. Will Proposed Action affect surface or groundwater quality or quantity? <input type="checkbox"/> NO <input type="checkbox"/> YES			
Examples that would apply to column 2			
• Proposed Action will require a discharge permit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Construction or operation causing any contamination of a water supply system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action will adversely affect groundwater.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action would use water in excess of 20,000 gallons per day.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action will allow residential uses in areas without water and/or sewer services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

☐ NO ☐ YES

Examples that would apply to column 2

- Proposed Action would change flood water flows
- Proposed Action may cause substantial erosion.
- Proposed Action is incompatible with existing drainage patterns.
- Proposed Action will allow development in a designated floodway.
- Other impacts:

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AIR

7. Will Proposed Action affect air quality?

☐ NO ☐ YES

Examples that would apply to column 2

- Proposed Action will induce 1,000 or more vehicle trips in any given hour.
- Proposed Action will result in the incineration of more than 1 ton of refuse per hour.
- Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour.
- Proposed Action will allow an increase in the amount of land committed to industrial use.
- Proposed Action will allow an increase in the density of industrial development within existing industrial areas.
- Other impacts:

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

☐ NO ☐ YES

Examples that would apply to column 2

- Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site.

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

☐ NO ☐ YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

☐ NO ☐ YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other Impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

☐ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Project components that will result in the elimination or significant screening of scenic views known to be important to the area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

☐ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Any impact to an archaeological site or fossil bed located within the project site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

☐ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • A major reduction of an open space important to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

☐ NO ☐ YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action to locate within the CEA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Proposed Action will result in a reduction in the quality of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

☐ NO ☐ YES

Examples that would apply to column 2

- Alteration of present patterns of movement of people and/or goods.

☐
☐
☐

Yes

☐

No

- Proposed Action will result in major traffic problems.

☐
☐
☐

Yes

☐

No

- Other impacts:

☐
☐
☐

Yes

☐

No

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

☐ NO ☐ YES

Examples that would apply to column 2

- Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.

☐
☐
☐

Yes

☐

No

- Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use.

☐
☐
☐

Yes

☐

No

Other impacts:

☐
☐
☐

Yes

☐

No

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

☐ NO ☐ YES

Examples that would apply to column 2

- Blasting within 1,500 feet of a hospital, school or other sensitive facility.

☐
☐
☐

Yes

☐

No

- Odors will occur routinely (more than one hour per day).

☐
☐
☐

Yes

☐

No

- Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures.

☐
☐
☐

Yes

☐

No

- Proposed Action will remove natural barriers that would act as a noise screen.

☐
☐
☐

Yes

☐

No

- Other impacts:

☐
☐
☐

Yes

☐

No

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
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IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?

☐ NO ☐ YES

- | | | | |
|--|--------------------------|--------------------------|--|
| • Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?

☐ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will conflict with officially adopted plans or goals. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will cause a change in the density of land use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Development will create a demand for additional community services (e.g. schools, police and fire, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?
☐ NO ☐ YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is important.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

**ADDENDUM TO ENVIRONMENTAL ASSESSMENT FORM RELATING TO
CONFIRMATION OF A CABLE TELEVISION FRANCHISE FOR THE
VILLAGE OF SPRING VALLEY (ROCKLAND COUNTY), NEW YORK**

Setting

The Village of Spring Valley is located in Rockland County and is located in both the Town of Ramapo and the Town of Clarkstown. As of the 2000 Census, the Village had a population of 25,464 within a total area of 2.12 square miles.

The Village is: (1) not within an agricultural district, (2) not located in or substantially contiguous to a Critical Environmental Area, and (3) not substantially contiguous to a National Natural Landmark. A list of sites included in the SPHINX database of historic sites is attached. It is Verizon's policy to conform to all applicable laws and regulations in placing its facilities, including any special requirements that may be applicable to historic sites, districts, or landmarks.

Parts of the Village of Spring Valley are located above aquifers. The Village is not within a coastal area. It has designated wetlands areas and designated 100-year flood plains. Verizon's FTTP extensions and drop wires will be placed only to serve existing or future residences and businesses and will be consistent with physical arrangements for the provision of non-video communications services (voice, data), and other types of utility service, to such areas. Video programming will be delivered over existing distribution routes and supporting structures. Moreover, cable service is already provided within the franchise area by the incumbent, Cablevision. Thus, Verizon's construction activities would not impact otherwise undeveloped areas.

Three maps are included with this addendum. The first map shows the franchise area and the freshwater wetlands, lakes and ponds. The second map shows the 100-year flood plains in the area. The third map shows the aquifers in the area.

Description of Potential Construction Activities

The Commission is being asked to approve the Village's award of a cable television franchise to Verizon. The franchise will enable Verizon to deliver video programming to subscribers over its FTTP network, which is also used for the provision of voice and data services. It is Verizon's position that the construction, extension, modification, and repair of the facilities comprising the FTTP network are independently authorized, do not require franchise authority, and are thus not included within any "action" (within the meaning of SEQRA) for which approval is sought in this proceeding. Nevertheless, at Staff's request, Verizon is providing the following information concerning work on Verizon's FTTP facilities that may be undertaken in the Village subsequent to the Commission's approval of the franchise.

Extensions of Verizon's FTTP network may take place in the Village of Spring Valley following the award of the franchise. FTTP construction in the Village's rights-of-way would relate to facilities that will also be used for Verizon's voice and data services. (Any equipment

that is utilized exclusively for the provision of cable services in the Village will be located in Verizon's central offices.) Verizon has completed the construction of its FTTP network to approximately 40% of the current households in the franchise area.

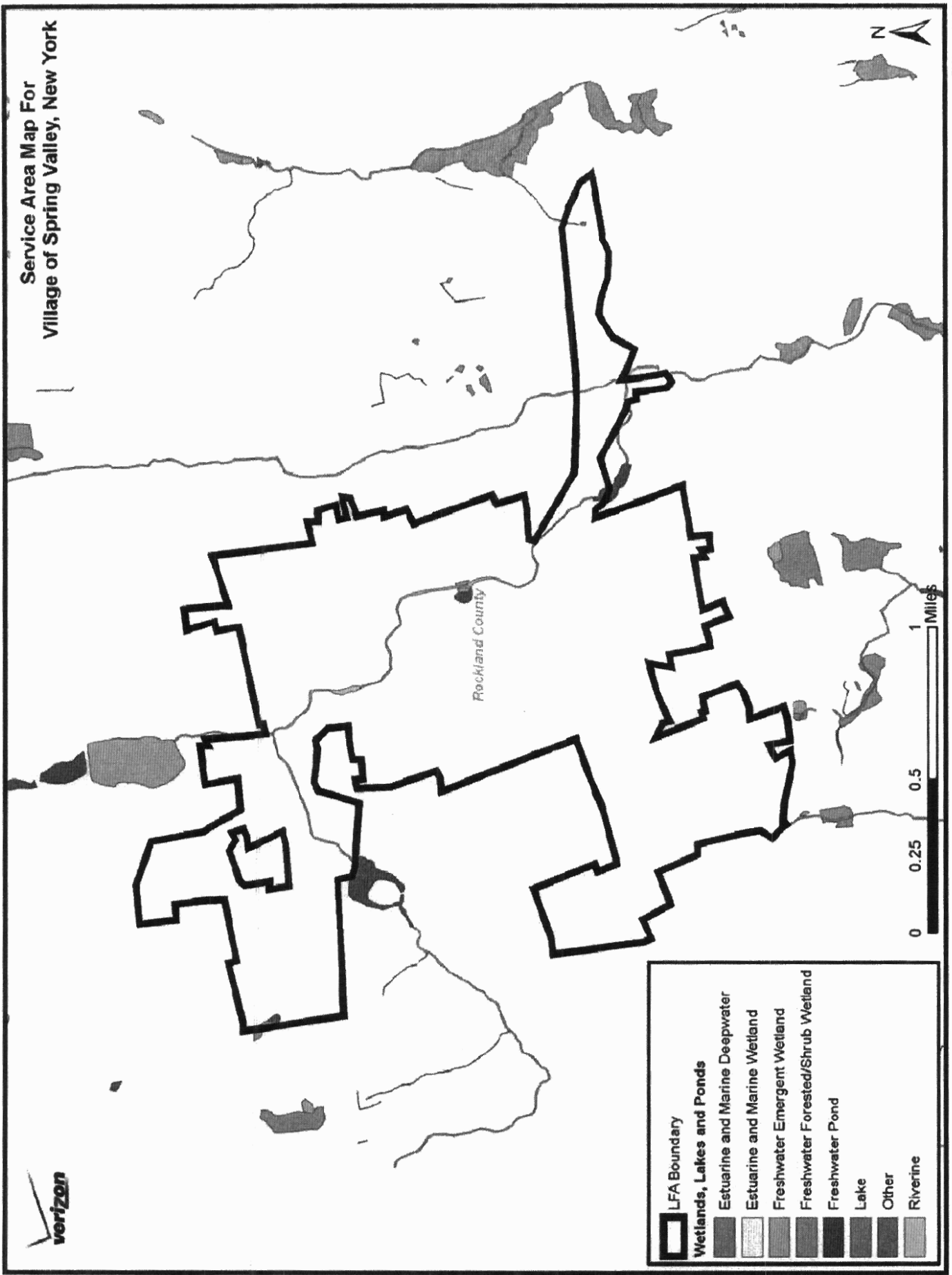
When a Verizon subscriber requests the FiOSSM voice, data, and/or video services that are available over the FTTP network, fiber drop wire is run to the subscriber's home. There are 7,812 households within the Village of Spring Valley that could potentially be served with fiber drops.¹ In terms of the potential environmental impact of drop placement activities, the fiber drops that are associated with FTTP do not differ in any significant respect from the copper drops that Verizon routinely installs, maintains and on occasion replaces in connection with its current services. Moreover, fiber drops will be deployed to customers who request other FiOS services even if such customers do not elect to purchase FiOS video.

¹ In general, Verizon's outside plant may include both aerial and underground facilities. Some of the work related to the extension of FTTP facilities and the placement of drops may therefore be underground.

USN	Class.	BF	Street Address/Location/Bldg. Name	Deter.	NR Ref. No.	SR Date	NR Date	NHL Date
08742.000022			SPRING VALLEY RAILROAD STATION STATION PLAZA					
08742.000004	B		ALTURUS RD BUILDING R (DOT PIN #8030.21) SOUTH SIDE; AT SOUTH COLE AVE;	Not Eligible				
08742.000005	B		ALTURUS RD BUILDING S (DOT PIN #8030.21) SOUTH SIDE; 2ND BUILDING EAST OF	Not Eligible				
08742.000006	B		ALTURUS RD BUILDING T (DOT PIN #8030.21) SOUTH SIDE; 3RD BUILDING EAST OF	Not Eligible				
08742.000025	B		80 Brick Church Rd Hempstead Elementary School	Not Eligible				
08742.000010			7 COLUMBUS AVE	Not Eligible				
08742.000012	B		39 COMMERCE ST	Not Eligible				
08742.000007			81 DECATUR AVE BRAUN	Not Eligible				
08742.000020	B		1 EAST CHURCH ST	Not Eligible				
08742.000016	B		35 EWING AVE	Not Eligible				
08742.000011	B		39 EWING AVE	Not Eligible				
08742.000026	B		40 Grandview Ave Merrill L. Colton School	Not Eligible				
08742.000015	B		17 HOYT ST	Not Eligible				
08742.000013	B		30 LAKE ST	Not Eligible				
08742.000014	B		313 MAIN ST	Not Eligible				
08742.000008	B		8 MEMORIAL PARK DR	Not Eligible				
08742.000009	B		11 NORTH COLE AVE	Not Eligible				
08742.000033	B		36 North Madison Ave	Not Eligible				
08742.000030	B		50 North Madison Ave	Not Eligible				
08742.000029	B		54 North Madison Ave	Not Eligible				
08742.000003			7 NORTH MADISON AVE US POST OFFICE-SPRING VALLEY	Listed	90NR02415	5/11/1989	5/11/1989	
08742.000002			14 NORTH MAIN ST FIRST NATIONAL BANK					

08742.000021			300 NORTH MAIN ST HILLCREST FIREHOUSE					
08742.000027	B		65-A North Main St	Not Eligible				
08742.000031	B		73-79 North Main St	Not Eligible				
08742.000028	B		81-83 North Main St	Not Eligible				
08742.000032	B		89 North Main St	Not Eligible				
08742.000034	B		185 North Main Street North Main Street School	Individually Eligible				
08742.000024	B		892 Route 45 Chestnut Ridge Middle School	Not Eligible				
08742.000019	B		57 RT 45 SOUTH FUNSTON AVE & RT 45	Not Eligible				
08742.000023	B		105 South Madison Ave East Ramapo CSD Admin Bldg.	Not Eligible				
08742.000001			920 SOUTH MAIN ST DAVID T ECKERSON FARMHOUSE					
08742.000018			15 SUMMIT AVE GARAGE LUCREZIA NURSERY	Not Eligible				
08742.000017			15 SUMMIT AVE RESIDENCE LUCREZIA NURSERY	Not Eligible				

Service Area Map For Village of Spring Valley, New York



LFA Boundary

Wetlands, Lakes and Ponds

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine



**Service Area Map For
Village of Spring Valley, New York**

Rockland County

 LFA Boundary
 100 Year Flood Zone

0 0.25 0.5 1
Miles



Service Area Map For
Village of Spring Valley, New York

