

Sunrise Drive Elementary School  
Sunrise Drive, Sayville

**Sachem Central School District**

~~Seneca Middle School~~  
~~850 Main Street, Holbrook, NY 11737~~

~~Grundy Avenue Elementary School~~  
~~950 Grundy Avenue, Holbrook, NY 11737~~

~~Merrimac Elementary School~~  
~~1090 Broadway Avenue, Holbrook, NY 11737~~

**West Islip Union Free School District**

Administrative Office  
~~Corner~~Corner of Beach Street ~~&and~~ Sherman Avenue, West  
Islip

West Islip High School  
Higbie Lane, West Islip

West Islip Udall Road Middle School  
Udall Road, West Islip

~~West Islip Beach Street Middle School~~  
~~Beach Street, West Islip~~

Bayview School  
Snedecor Avenue, West Islip

Paul J. Bellew School  
Higbie Lane, West Islip

Captree Elementary School  
Snedecor Avenue, West Islip

Manetuck School  
Van Buren Avenue, West Islip

Oquenock School  
Spruce Avenue, West Islip

Westbrook School  
Higbie Lane, West Islip

**Private Schools**

~~Mark Country Day School~~  
~~67 Greenwood Road, Bay Shore~~

St. Patrick School  
Montauk Highway, Bay Shore

St. Peter's By-The-Sea Episcopal Day School  
500 South Country Road, Bay Shore

AHRC-Suffolk Saul & Elaine Seiff Educare Center  
45 Crossways East Road, Bohemia

Academy of St. Joseph  
1725 Brentwood Road, Building #2, Brentwood

Our Lady of Providence Regional School  
82 Carleton Avenue, Central Islip

~~Chatterbox Day School~~  
~~52 Hawthorne Avenue, East Islip~~

~~The Hewlett School~~  
~~74 Suffolk Lane, East Islip~~

St. Mary's School  
16 Harrison Avenue, East Islip

~~Tutor Time Child Care Learning Center In Oakdale~~  
~~1645 Montauk Highway, Oakdale~~

Leeway School  
335 Johnson Avenue, Sayville

Prince of Peace Regional School  
200 Main Street, Sayville

Our Lady of Lourdes School  
44 Toomey Road, West Islip

St. John The Baptist Diocesan High School  
1170 Montauk Highway, West Islip

West Sayville Christian School  
37 Rollstone Avenue, West Sayville

Bay Shore Christian School  
211 Bay Shore Road, Bay Shore

Heritage Christian Academy  
1380 Fifth Avenue, Bay Shore

Chatterbox Day School  
52 Hawthorne Avenue, East Islip

### **Town Buildings**

Islip Town Hall  
655 Main Street, Islip

Tax Receiver  
40 Nassau Avenue, Islip

Code Enforcement  
28 Nassau Avenue, Islip

Fire Prevention  
24 Nassau Avenue, Islip

Town Annex  
401 Main Street, Islip

Brookwood Hall  
Parks and Recreation  
50 Irish Lane, East Islip

Building Department  
One Manittion Court, Islip

Community Development Agency  
15 Shore Lane, Bay Shore

Empire Foreign Trade Zone  
1 Trade Zone Drive, Ronkonkoma

Ockers House  
Town Council Offices  
963 Montauk Highway, Oakdale

~~Brookwood Hall~~  
~~Parks and Recreation~~

~~50 Irish Lane, East Islip~~  
~~Building Department~~

~~One Manittion Court, Islip~~  
~~Community Development Agency~~

~~15 Shore Lane, Bay Shore~~  
~~Empire Foreign Trade Zone~~

~~1 Trade Zone Drive, Ronkonkoma~~  
~~Ockers House~~

~~Town Council Offices~~  
~~963 Montauk Highway, Oakdale~~

Brentwood Senior Center  
16 Second Avenue, Brentwood NY

Central Islip Senior Center  
555 Clayton Street, Central Islip NY

Joyce Fitzpatrick Senior Center  
50 Irish Lane, East Islip NY

Oakdale Senior Center  
963 Montauk Highway, Oakdale NY

Ronkonkoma Senior Center  
22 Lakecrest Lane, Ronkonkoma NY

West Islip Senior Center  
90 Higbie Lane, West Islip

### **Public Libraries**

Bay Shore-Brightwaters Library  
1 South Country Road, Brightwaters

Brentwood Public Library  
34 2nd Ave, Brentwood

Central Islip Public Library  
33 Hawthorne Avenue, Central Islip

Connetquot Public Library  
760 Ocean Avenue, Bohemia

East Islip Library  
381 East Main Street, East Islip

Hauppauge Public Library  
601 Veterans Memorial Hwy, ~~Hauppauge~~ Hauppauge

Islip Public Library  
71 Monell Avenue, Islip

Sayville Library  
11 Collins Avenue, Sayville

West Islip Public Library  
3 Higbie Lane, West Islip

**Volunteer Fire Departments in the Town of Islip**

Bayport Fire Department  
251 Snedecor Avenue, Bayport

Bay Shore Fire Department  
195 Fifth Avenue, Bay Shore

Bohemia Fire Department  
950 Pearl Street, Bohemia

Brentwood Fire Department  
125 Fourth Street, Brentwood

East Brentwood Fire Department  
26 Fulton Street, Brentwood

Central Islip Fire Department  
97 Carleton Avenue, Central Islip

East Islip Fire Department  
30 East Main Street, East Islip

Great River Fire Department  
River Road, Great River

Hauppauge Fire Department  
855 Wheeler Road, Hauppauge

Holbrook Fire Department  
390 Terry Road, Holbrook

Holtsville Fire Department  
1025 Waverly Avenue

Islip Fire Department  
28 Monell Avenue, Islip

Islip Terrace Fire Department  
264 Beaverdam Road, Islip Terrace

Lakeland Fire Department  
929 Johnson Avenue, Ronkonkoma

Ronkonkoma Fire Department  
177 Portion Road, Ronkonkoma

Sayville Fire Department  
107 N. Main Street, Sayville

West Islip Fire Department  
309 Union Boulevard, West Islip

West Sayville Fire Department  
80 Main Street, West Sayville

**Volunteer Ambulance Groups**

Bay Shore Brightwaters Rescue Ambulance  
911 Aletta Place, Bay Shore

Brentwood Legion Ambulance  
29 3d Avenue

Central Islip- Hauppauge Volunteer Ambulance  
4 Pineville Road, Central Islip

Community Ambulance Company  
146 Railroad Avenue

Exchange Ambulance of Islip  
190 Carleton Avenue, Central Islip



**EXHIBIT B**

**SERVICE AREA**

The Service Area shall be the Franchise Area.

## EXHIBIT B

### SERVICE AREA

The Service Area shall be the Franchise Area. The construction of the Franchisee's Fiber Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1, and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area, nor is a map of the Service Area necessary.

~~The Service Area shall be the area of the Franchise Area, excluding Fire Island, as depicted on the attached map of the Service Area.~~

~~The construction of the Franchisee's FTTP Network has been completed to approximately 31% of the current households in the Service Area. In accordance with Article 3 of this Agreement, Service Deployment shall occur as follows: 51% Service Deployment by December 2007, 71% Service Deployment by July 2008, 81% Service Deployment by December 2008, 82% Service Deployment by July 2009, 83% Service Deployment by December 2009, 84% Service Deployment by July 2010, 87% Service Deployment by December 2010, 89% Service Deployment by July 2011, 93% Service Deployment by December 2011, and 100% Service Deployment by July 2012.~~



**~~EXHIBIT C~~**

**~~PEG CHANNELS~~**

~~At this time, the LFA has not requested any PEG Access Channels.~~

**Exhibit C**

**Includes all schools in Exhibit A**

**EXHIBIT D**

**SECURITY**

**SAMPLE**

**Franchise Bond**

**Bond No.** \_\_\_\_\_

~~KNOW ALL MEN BY THESE PRESENTS:~~ That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

~~WHEREAS,~~ the Principal and Obligee have entered into a Franchise Agreement dated \_\_\_\_\_ which is hereby referred to and made a part hereof.

~~WHEREAS,~~ said Principal is required to perform certain obligations under said Agreement.

~~WHEREAS,~~ the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

~~NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH~~ that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

**PROVIDED HOWEVER,** that this bond is executed subject to the following express provisions and conditions:

1. ~~In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.~~
2. ~~This bond is for the annual term beginning \_\_\_\_\_ and ending \_\_\_\_\_, and may be extended for additional annual terms at the sole option of the surety.~~
3. ~~Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.~~

4. ~~No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.~~
5. ~~No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.~~
6. ~~The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.~~
7. ~~This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.~~

~~This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.~~

~~IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007.~~

~~Principal \_\_\_\_\_ Surety~~

~~By: \_\_\_\_\_ By: \_\_\_\_\_~~

~~, Attorney in Fact~~

~~Accepted by Obligee: \_\_\_\_\_~~

~~(Signature & date above - Print Name, Title below)~~

## **EXHIBIT 2**

**CABLE FRANCHISE AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF ISLIP, NEW YORK**

**~~AND~~**

**~~VERIZON NEW YORK, INC.~~**

**AND**

**SAMSON CABLEVISION CORPORATION**



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## EXHIBITS

Exhibit A: ~~Municipal~~ Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: ~~PEG Channels~~ Education Access Availability

Exhibit D: ~~Form of Performance Bond~~

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the Town of Islip, 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~~ Samson Cablevision Corporation (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 upgrading~~ has completed the upgrade of its existing telecommunications and information services network through the installation of a hybrid coaxial-fiber network ("Fiber to the Premise Telecommunications Network" ("FTTP Network")) in the Franchise Area which transmits both Cable Service and 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~~ Fiber Network will occupy the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the ~~FTTP~~ Fiber 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~~ is adequate and feasible in a full public proceeding affording due process to all parties;

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

WHEREAS, the LFA has found Franchisee is and has been in substantial compliance with all of the terms and provisions of its existing franchise and applicable law;

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 renewal 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 primary local television broadcast signals as well as the PEG Channels required by this Franchise.

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

1.5 ~~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.

1.6 ~~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.

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

1.9 ~~4.8-Communications Act:~~ The Communications Act of 1934, as amended.

1.10 ~~4.9-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.

1.11 ~~4.10-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 in **Exhibit C** to this Agreement.

1.12 ~~4.11-FCC:~~ The United States Federal Communications Commission, or successor governmental entity thereto.

1.13 ~~4.12-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~~Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14 ~~4.13-Franchise Area:~~ The entire existing territorial limits of the LFA and such additional areas as may be annexed or acquired during the term of this Franchise but not including any portion of an incorporated village located wholly or partially within the territorial limits of the LFA.

1.15 ~~4.14-Franchisee:~~ ~~Verizon New York Inc~~Samson Cablevision Corporation, and its lawful and permitted successors, assigns and transferees.

1.16 ~~4.15-Franchise Fee:~~ The franchise fee payable by Franchisee to the LFA hereunder pursuant to Section 6.1.

1.17 ~~4.16-Government Access Channel:~~ An Access Channel available for the sole noncommercial use of the LFA.

1.18 ~~4.17-Gross Revenue:~~ Any and all revenue, as determined in accordance with generally accepted accounting principles that is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area.

1.18.1 ~~1.17.1~~ Gross Revenue shall include, without limitation, all Subscriber and customer revenues earned or accrued net of bad debts including revenue for:

- (i) Basic Service;
- (ii) all charges, whether by lease or fee, to 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; installation, disconnection or reconnection of Cable Service; late or delinquent charge fees; Cable Service repair or related service calls; provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment;
- (iii) revenues from the sale or lease of access channel(s) or channel capacity;
- (iv) fees from video on demand and pay-per-view;
- (v) Franchise Fees imposed on Franchisee by the LFA that are passed through from Franchisee as a line item paid by Subscribers; and
- (vi) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service in the Service Area with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System in the Service Area, 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.

1.18.2 ~~1.17.2~~ Gross Revenue shall not include:

- (i) 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;
- (ii) 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;
- (iii) refunds, rebates or discounts made to Subscribers or other third parties;

(iv) any revenues classified as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment;

(v) any revenue of Franchisee or any other Person that is received directly from the sale of products or services promoted or exhibited through Cable Service distributed over the Cable System. However, to the extent such revenue represents (or can be attributed to) a Subscriber fee, or a payment for the use of the Cable System for the sale of such products or services, or a commission, or advertising fee, or other charge previously set forth by definition as Gross Revenue, such revenue shall be included in Gross Revenue;

(vi) the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from the purchaser's customers;

(vii) the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA in this Agreement, except that any revenues from Cable Service sold at a discounted rate shall be included in Gross Revenue;

(viii) any tax of general applicability imposed upon or required to be paid by Subscribers by a municipal, 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);

(ix) 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);

(x) 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;

(xi) telephone directory, Internet advertising or Internet directory revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing subject to the terms and conditions more fully set forth in item number (iv) herein as to future changes in the law or applicable rules; or

(xii) any fees or charges collected from Subscribers or other third parties for any PEG grant payments.

1.19 ~~1.18~~ *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.

1.20 ~~1.19~~ *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.21 ~~1.20~~ *Local Franchise Authority (LFA)*: The Town of Islip New York, or the lawful successor, transferee, or assignee thereof.

1.22 ~~1.21~~ *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.

1.23 ~~1.22~~ *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.24 ~~1.23~~ *NY PSC*: The New York Public Service Commission.

1.25 ~~1.24~~ *PEG*: Public, Educational, and Governmental.

1.26 ~~1.25~~ *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.27 ~~1.26~~ *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.28 ~~1.27~~ *Public Rights-Of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.29 ~~1.28~~ Service Area: All portions of the Franchise Area where Cable Service is being offered as described in **Exhibit B** attached hereto.

1.30 ~~1.29~~ Service Deployment: The availability of Cable Service as provided for in this Agreement and *as* described in **Exhibit B**.

1.31 ~~1.30~~ Subscriber: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.32 ~~1.31~~ 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.

1.33 ~~1.32~~ Title VI: Title VI of the Communications Act, Cable Communications, as amended.

1.34 ~~1.33~~ Transfer Of The Franchise:

1.34.1 ~~1.33.1~~ Any transaction in which:

1.34.1.1 ~~1.33.1.1~~ 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

1.34.1.2 ~~1.33.1.2~~ 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.

1.34.1.3 ~~1.33.2~~ However, notwithstanding Sub-sections ~~1.33.1.1~~ 1.34.1.1 and ~~1.33.1.2~~ 1.34.1.2 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.

1.35 ~~1.34~~ 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 and such other services that may be lawfully provided over the Cable System. 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 FTTPFiber Network: Franchisee is in the process of upgradinghas upgraded its existing telecommunications and information services network through the installation of the FTTPFiber Network in the Franchise Area pursuant to authority granted by Section 27 of the New York Transportation Corporation 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 shall be construed to limit the LFA's existing authority with respect to the Franchisee's mixed use facilities pursuant to Title II of the Communications Act, Section 27 of the New York Transportation Corporation Lawapplicable 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 similar adjustments to the Public Rights-of-Way, consistent with the NY PSC's rules, regulations and orders.

2.3 Effective Date And Term: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

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 FTTPFiber Network.

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

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: Nothing in this Agreement shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police power 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 and are in the exercise of its police power; provided, however, that such laws and regulations are reasonable and are not materially in conflict with applicable federal and state laws, regulations and orders and this Agreement. To the extent not pre-empted by federal or state law, the Franchisee shall comply in all material respects with all applicable and lawful provisions of the Code of the Town of Islip, NY, including but not limited to, Chapter 68 thereof.

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

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

3. PROVISION OF CABLE SERVICE

3.1 Service Area:

3.1.1 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/or its Affiliate shall offer Cable Service to all residential areas of the Service Area within five (5) years, of the Effective Date of this Franchise as set forth in Exhibit B annexed hereto and incorporated herein, 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, and (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, and (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1. and Section 3.2.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active ~~FTTP~~Fiber 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 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~~Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than 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 or its Affiliate shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each primary or secondary school chartered or licensed by the state of New York 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 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) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. 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~~ to 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 to the extent required by law and voluntarily agreed upon by Franchisee.

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

4.5 Parental Control: Upon request by any Subscriber, and where technologically feasible, Franchisee shall provide such requesting Subscriber with a parental control device at no additional charge. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by Franchisee only to a Subscriber. Franchisee shall

bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

## 5. PEG SERVICES

### 5.1 PegPEG Set Aside:

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

5.1.2 ~~The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in Exhibit C attached hereto. The LFA hereby authorizes Franchisee to transmit such PEG access 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.

5.2 PEG Access Interconnection: The LFA shall designate in its sole discretion ~~not more than three (3) sites~~ one (1) site within the Franchise Area for the interconnection of Education, Governmental and Public Access facilities with the Cable System (each, a "PEG Access Interconnection Site").

5.2.1 Upon one hundred eighty (180) days written notice from the LFA and subject to the successful completion of all required site preparation work by the LFA and provision of access to Franchisee for equipment, installation and provisioning, Franchisee shall, without charge to the LFA, provide upstream Educational, Governmental and Public Access Channel transmission connections between its video channel aggregation point and each of the three (3) PEG Access Interconnection Sites in order to permit the signals to be correctly routed from the PEG Access Interconnection Site for the distribution to Subscribers. The LFA shall pay the cost of any facilities required in order to deliver the signals from the program origination points to PEG Access Interconnection Sites.

5.2.2 The LFA shall provide to Franchisee at the PEG Access Interconnection Sites a suitable video signal and a suitable audio signal for each

Education, Governmental and Public Access Channel. Franchisee, upon receipt of the suitable video signal, shall provide, install and maintain in good working order the equipment necessary for transmitting the Educational, Governmental and Public Access signal to the channel aggregation site for further processing for distribution to Subscribers. Franchisee's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Franchisee, of suitable required space, environmental conditions, electrical power supply, access, pathway, and facilities and such cooperation of the LFA as is reasonably necessary for Franchisee to fulfill such obligations.

5.2.3 Such upstream transmission provided by Franchisee shall comply with applicable FCC standards governing the transport and distribution of Educational, Governmental and Public Access signals to Subscribers. If Franchisee makes changes to the Cable System that require improvements to Educational, Governmental and Public Access facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.1 or in the Franchisee's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

### 5.3 PEG Grant and Services:

5.3.1 Subject to Subsection 5.3.3, Franchisee shall provide to the LFA, or at the direction of the LFA in writing, to the LFA's designated third party entity, PEG access production services at a studio staffed, maintained and operated by Franchisee. Franchisee's PEG access production services and facilities shall be available to all residents of the LFA and shall be for the exclusive benefit of the Franchisee's Subscribers.

5.3.2 ~~5.3.1~~ Subject to Subsection ~~5.3.2, 5.3.3,~~ and in addition to the obligations in Subsection 5.3.1, Franchisee shall provide to the LFA, or at the direction of the LFA in writing, to the LFA's designated third party entity, for use in the support of the production of local PEG programming, a PEG grant (the "PEG Grant") in the amount of ~~NINE HUNDRED THOUSAND DOLLARS (\$900,000).~~ Franchisee shall pay the PEG Grant in ten (10) installments of ~~NINETY THOUSAND DOLLARS (\$90,000) each, with the first installment payable within sixty (60) days of the Effective Date ("First Installment"), and the remaining nine (9) installments being due and payable within sixty (60) days of the first through the ninth anniversary dates~~ FORTY THOUSAND DOLLARS (\$40,000). The PEG Grant shall be due within sixty (60) days of the Effective Date. To the extent required by federal and state law, ~~such~~ the PEG Grant shall be used by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, ~~editing equipment and program playback equipment,~~ or for renovation or construction of PEG access facilities.

5.3.3 ~~5.3.2~~ Notwithstanding the foregoing ~~Subsection~~ Subsections 5.3.1, however, Franchisee's obligation to provide ~~future installments of the PEG Grant after the First Installment~~ the PEG access production services under this Section 5.3 shall

be contingent upon the LFA imposing an equivalent economic burden in the franchise agreements of all new and existing cable service providers and in the renewal franchise agreements of all existing cable service providers within the Franchise Area, except for any other franchise held by an Affiliate of the Franchisee. The LFA and Franchisee agree that Franchisee's PEG access commitments pursuant to this Section 5 constitute at least an equivalent economic burden to the PEG access commitments of Verizon New York Inc. in its franchise agreement with the LFA (PSC Case No. 07-V-0890, Certificate of Confirmation Issued August 22, 2007).

#### 5.4 Franchise Grant:

5.4.1 Franchisee shall provide a one-time grant to the LFA in the amount of FIFTY FIVE-THOUSAND DOLLARS (\$55,000) (the "Franchise Grant). The Franchise Grant shall be due within sixty (60) days of the Effective Date. The purpose of this grant shall be to assist the LFA in meeting the cable-related needs and interests of the LFA and LFA residents; provided that the LFA may use the Franchise Grant as permitted by law.

5.5 ~~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 from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

### **6. FRANCHISE FEES**

6.1 *Payment To LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"), provided, however, that at such time as the LFA requires all Cable Service providers in the Service Area to pay a Franchise Fee of greater than five percent (5%) and it is permitted by law, the LFA shall be entitled, upon ninety (90) days' written notice to Franchisee, to amend this Franchise in the manner prescribed herein to require Franchisee to pay such higher amount, and Franchisee agrees to pay such higher amount on a going forward basis, following the issuance of an order from the NY PSC approving such amendment. 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 sixty (60) days following the date when the amount is fully determined.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a 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 PEG Capital Payments: Consistent with federal law, PEG capital payments shall not be treated as an offset against the five percent (5%) Franchise Fee paid to the LFA or deducted from Gross Revenue, in accordance with Section 6.1 of this Agreement.

6.5 Section 626 Treatment: ~~Verizon~~Franchisee agrees that it will not apply the Franchise Fee as an offset against the special franchise tax payable to the LFA pursuant to N.Y. Real Property Tax Law Section 626 beginning in the next full calendar month following the issuance by the NY PSC of an order confirming this Agreement. The LFA agrees that it shall impose the same full and complete waiver of the special franchise tax offset upon all existing and new providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area to be expressed in writing in the franchise agreement or the renewal of any existing franchise agreement of each respective cable provider. The operation of this Section 6.5 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

6.6 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~~Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. The parties agree that tariffed telecommunication service rates that cannot be discounted by law or 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 make the necessary books and records available for such inspection within the state or at a mutually agreed upon site. 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. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. To the maximum extent permitted under the New York Freedom of Information Law ("FOIL"), the LFA shall treat any information disclosed by Franchisee as confidential under Section 87(2)(d) of the New York Public Officers Law, and shall disclose it only to employees, representatives, and agents thereof who have a need to know and who have been informed of the confidentiality of all such information, or only as necessary in order to enforce the provisions hereof. ~~If~~ if the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making disclosure, consistent with the requirements set forth in FOIL regarding responding to FOIL requests, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. LFA shall not make public disclosure of such information if it is exempt from mandatory disclosure under FOIL or unless required by court order. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

7.2 Records Required: Franchisee shall at all times maintain:

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

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

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

7.2.4 Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by

Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

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

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

## 8. INSURANCE AND INDEMNIFICATION

### 8.1 Insurance:

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

8.1.1.1 Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA— applicable to a standard form general liability policy.

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

8.1.1.3 ~~8.1.1.2~~ Workers' Compensation Insurance ~~meetings required and in conformity with~~ all legal requirements of the State of New York.

8.1.1.4 ~~8.1.1.3~~ Employers' Liability Insurance at least in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5 ~~8.1.1.4~~ Excess liability or umbrella coverage of not less than five million dollars (\$5,000,000).

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~~insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event Franchisee's insurance carrier is downgrade to a rating of lower than Best's A-, Franchise shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

~~8.1.5~~ 8.1.5 Franchisee shall deliver to LFA copies of Certificates of Insurance showing evidence of all required coverages under this Agreement on or before the Effective Date and providing for at least thirty (30) days prior written notice to be given to LFA of cancellation, intent not to renew or any adverse material change.

~~8.1.6 Franchisee will require all subcontractors and sub-subcontractors to name the LFA as an additional insured.~~

## 8.2 Indemnification:

8.2.1 Franchisee agrees to defend and indemnify the LFA, its Town Board, officers, agents, and employees for, and hold it or them harmless from all suits, proceedings, actions, demands, liabilities, damages, costs or expenses arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise by Franchisee its agents, contractors and subcontractors, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights, libel, slander or discrimination arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels, or by reason of the construction, maintenance, service or repair of the Cable system, provided that the LFA shall give Franchisee prompt 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 be required to defend and indemnify the LFA for any suits, proceedings, actions, demands, damages, liabilities or claims resulting from the willful misconduct or negligence of the LFA, its Town Board, officers, agents, employees, or attorneys, acting in their official capacity on behalf of the LFA or for any activity or function conducted by any Person other than Franchisee 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 as long as

there is no monetary contribution required to be paid or provided by the LFA or its agents as a part of the settlement, unless approved or agreed to by the LFA. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

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

9.2 *LFA Consent Not Required For Certain Transactions:* No prior consent of the LFA shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.33 above.

9.3 *Each Transfer Of The Franchise Subject To This Article:* Each Transfer of the Franchise shall be governed by and comply with the provisions of this Article 9, the Communications Act and the Cable Law.

## **10. RENEWAL OF FRANCHISE**

10.1 *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, *as amended*.

10.2 *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

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

10.4 Consistent Terms: Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

## 11. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

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

11.3 Public Hearing: The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) 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. If the public hearing involves the possible revocation of this Franchise, the procedures set forth in Section 11.5 below shall also apply.

11.4 Enforcement: Subject to Section 12.12 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, 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 the public hearing described in Section 11.3. The LFA shall cause to be served upon the Franchisee, at least sixty (60) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence and to question witnesses unless prohibited by law. 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 Security: Within 30 days after the Effective Date, Franchisee shall provide to the LFA security for the performance of its obligations under this Agreement in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000) (the "Security"). If, upon the fifth (5<sup>th</sup>) anniversary of the Effective Date, the Franchisee is not then in default of any material provision of this Franchise beyond any notice and cure provisions;~~

~~then the amount of the Security shall be reduced to Fifty Thousand and 00/100 Dollars (\$50,000). The form of this security may, at the Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the LFA. If the Franchisee posts a performance bond, it shall be substantially in the form of Exhibit D attached hereto.~~

~~11.6.1 In the event that a performance bond provided pursuant to this Section is not renewed or is canceled, the Franchisee shall provide new security pursuant to this Section within thirty (30) days of such cancellation or failure to renew.~~

~~11.6.2 Neither cancellation, nor termination, nor refusal by surety to extend the performance bond, nor inability of the Franchisee to file a replacement performance bond or replacement security for its obligations, shall constitute a loss to the LFA recoverable under the performance bond.~~

~~11.6~~ 11.7 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~~

Samson Cablevision Corporation  
1111 Stewart Avenue  
Bethpage, NY 11714  
Attention: Vice President, Government Affairs, Suburban  
New York

With a copy to:

Cablevision Systems Westchester Corporation  
1111 Stewart Avenue  
Bethpage, NY 11714  
Attention: Legal Department

12.5.2 Notices to the LFA shall be mailed to:

Town Clerk  
Town of Islip  
655 Main Street  
Islip, NY 11751

12.5.3 with a copy to:

Town Attorney  
Town of Islip  
655 Main Street  
Islip, NY 11751

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 any necessary 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, thereat~~ 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 FTTPFiber 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 ~~FTTPFiber~~ 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 ~~FTTPFiber~~ Network or to relocate the ~~FTTPFiber~~ Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

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

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

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

12.15 Employment Practices: Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in

compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

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

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

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

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

12.17 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.

12.18 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.

12.19 LFA Official: The Town Board of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.20 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 Performance Review: The LFA may, at its discretion but no more than once per three (3) year period, hold an informal performance evaluation session (the "Performance Review") that is not open to the public to review Franchisee's compliance with the terms and conditions of this Franchise. The information disclosed to the LFA by Franchisee at the Performance Review shall be treated by the LFA as confidential. The LFA shall provide Franchisee with at least sixty (60) days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within sixty (60) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation ("Performance Review Report") setting forth its determinations

regarding Franchisee's compliance with the terms and conditions of this Franchise; provided, however, that the Performance Review Report shall not contain any confidential information disclosed by Franchisee during the Performance Review.

*[SIGNATURES ON NEXT PAGE]*

*[SIGNATURE PAGE]*

AGREED TO THIS \_\_\_\_<sup>TH</sup> DAY OF \_\_\_\_\_, ~~2007~~2008.

LFA:

Town of Islip, NY

By: \_\_\_\_\_  
Hon. Phil Nolan  
Supervisor

Franchisee:

Samson Cablevision Corporation

~~Verizon New York Inc.~~

By: \_\_\_\_\_  
\_\_\_\_\_~~Tracey Edwards~~  
\_\_\_\_\_  
\_\_\_\_\_Adam Falk, Vice President,  
Government and Regulatory Affairs  
\_\_\_\_\_~~Vice President~~

**EXHIBITS**

~~Exhibit A: Municipal Buildings to be Provided Free Cable Service~~

~~Exhibit B: Service Area~~

~~Exhibit C: PEG Channels~~

~~Exhibit D: Form of Performance Bond~~

**EXHIBITS**

Exhibit A:    Buildings to be Provided Free Cable Service

Exhibit B:    Service Area

Exhibit C:    Education Access Availability

**EXHIBIT A ~~MUNICIPAL~~ 12-5-08**

**BUILDINGS TO BE PROVIDED FREE CABLE SERVICE**

Public Schools:

**Bay Shore Bayport-Blue Point Union Free School District**

Bayport-Blue Point High School  
200 Snedecor Avenue, Bayport

James Wilson Young Middle School  
602 Sylvan Avenue, Bayport

Academy Street Elementary School  
150 Academy Street, Bayport

Sylvan Avenue Elementary School  
600 Sylvan Avenue, Bayport

**Bay Shore Union Free School District**

Administrative Office  
~~District office~~Office  
75 West Perkal Street, Bay Shore

Bay Shore High School  
155 Third Avenue, Bay Shore

Bay Shore Middle School  
393 Brook Avenue, Bay Shore

Brook Avenue School  
~~339~~393 Brook Avenue, Bay Shore

Mary G. ~~Clarkson~~Clarson School  
~~4375~~1415 East Third Avenue, Bay Shore

Fifth Avenue School  
217 Fifth Avenue, Bay Shore

Gardiner Manor School  
125 Wohseepee Drive, Bay Shore

South Country School  
885 Hampshire Road, Bay Shore

~~Brentwood Union Free~~YMCA-Alternate Programs under Bay Shore School  
District  
Main Street, Bay Shore

<b><u>Brentwood Union Free School District</u></b>
----------------------------------------------------

Administrative Office  
Anthony F. Felicio ~~Administrative~~Administration Center  
Third Avenue, Brentwood

Brentwood Senior High School  
5th Avenue ~~&~~and First Street, Brentwood

~~Freshman~~Freshmen Center  
33 Leahy Avenue, Brentwood

East Middle School  
~~Claywood Drive~~70 Hilltop Dr., Brentwood

North Middle School  
350 Wicks Road, Brentwood

South Middle School  
785 Candlewood Road, Brentwood

West Middle School  
2030 Udall Road, ~~Brentwood~~

East Kindergarten Center  
Timberline Drive, Brentwood

Hemlock Park Elementary School  
Hemlock Drive, Brentwood

Laurel Park Elementary School  
Swan Place, Brentwood

Loretta Park Elementary School  
Stahley Street, Brentwood

North Elementary School  
White Street, Brentwood

Northeast Elementary School  
Arlington Road, Brentwood

Oak Park Elementary School  
Wisconsin Avenue, Brentwood

Pine ~~Park~~park Elementary School  
Voorhis Drive, Brentwood

Southeast Elementary School  
Melody Lane, Brentwood

Southwest Elementary School  
~~1094~~1095 Joselson Avenue, ~~Bay Shore~~Brentwood

Twin Pines Elementary School  
Voorhis Drive, Brentwood

**Central Islip Union Free School District**

<b><u>Central Islip Union Free School District</u></b>
--------------------------------------------------------



Administrative Office  
50 Wheeler Road, Central Islip

Central Islip High School  
85 Wheeler Road, Central Islip

Ralph G. Reed Middle School  
200 Half Mile Road, Central Islip

~~Clark~~ Charles A. Mulligan Intermediate School  
1 Broadway Avenue, Central Islip

Andrew T. Morrow Elementary School  
299 Sycamore Avenue, Central Islip

Marguerite L. Mulvey Elementary School  
44 East Cherry Street, Central Islip

Francis J. O'Neill Elementary School  
545 Clayton Street, Central Islip

Cordello Avenue Elementary School  
Cordello Avenue, Central Islip

Central Islip Early Childhood School Center  
50 West Wheeler Road, Central Islip

**Connetquot Central School District of Islip**

**Connetquot Central School District**

Administrative Office  
780 Ocean Avenue, Bohemia

Connetquot High School  
190 7th Street, Bohemia

Oakdale-Bohemia ~~Junior High~~Middle School  
60 Oakdale-Bohemia Road, ~~Oakdale~~

Ronkonkoma ~~Junior High~~Middle School  
501 Peconic Street, Ronkonkoma

Edward J. Bosti Elementary School  
50 Bourne Boulevard, Bohemia

Cherokee Street Elementary School  
130 Cherokee Street, Ronkonkoma

Helen B. Duffield Elementary School  
600 First Street, Ronkonkoma

Idle Hour Elementary School  
334 Idle Hour Boulevard, Oakdale

John Pearl Elementary School  
1070 Smithtown Avenue, Bohemia

Edith L. Slocum Elementary School  
2460 Sycamore Avenue, ~~Ronkonkoma~~Bohemia

~~Sycamore Avenue Elementary School~~  
~~745 Sycamore Avenue, Ronkonkoma~~

**East Islip Union Free Connetquot Alternative Pre-School District**  
**1200 Montauk Highway, Oakdale**

<b><u>East Islip Union Free School District</u></b> Administrative Office 1 Craig B. Gariepy Avenue, Islip Terrace
--------------------------------------------------------------------------------------------------------------------------

East Islip High School  
1 Redmen Street, Islip Terrace

~~East Islip Terrace Junior High Middle School~~  
100 Redmen Street, Islip Terrace

Timber Point Elementary School  
200 Timber Point Road, East Islip

John F. Kennedy Elementary School  
94 Woodland Drive, East Islip

Connetquot Elementary School  
1 Merrick Street, Islip Terrace

Ruth C. Kinney Elementary School  
1 Spur Drive South, Islip Terrace

Early Childhood Center  
1 Craig B. Gariepy Avenue, Islip Terrace

**Hauppauge Union Free School District**

**Hauppauge Union Free School District**

Administrative Office  
495 Hoffman Lane, Hauppauge, NY 11788

Hauppauge High School  
Lincoln Boulevard, Hauppauge, NY 11788

Hauppauge Middle School  
600 Town Line Road, Hauppauge, NY 11788

Bretton Woods Elementary School  
Club Lane, Hauppauge, NY 11788

**Islip Union Free School District**

**Islip Union Free School District**

Administrative Office  
215 Main Street, Islip

Islip High School  
2508 Union Boulevard, Islip

Middle School  
211 Main Street, Islip

Sherwood Elementary School  
301 Smith Avenue, Islip

Commack Road Elementary School  
330 Commack Road, Islip

Wing Elementary School  
~~Winghauppauge~~ Winghauppauge Road, Islip

<b><u>Sachem Central School District</u></b> <u>Walter C. Dunham Administrative Office</u> <u>245 Union Avenue, Holbrook</u>
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**Sayville Union Free School District**

Seneca Middle School  
850 Main Street, Holbrook

Grundy Avenue Elementary School  
950 Grundy Avenue, Holbrook

Merrimac Elementary School  
1090 Broadway Avenue, Holbrook

<b><u>Sayville Union Free School District</u></b> Administrative Office <del>Administration Building</del> 99 Greeley Avenue, Sayville
-------------------------------------------------------------------------------------------------------------------------------------------------

Sayville High School  
~~20~~ Brook Street, West Sayville

Sayville Middle School  
Johnson Avenue, Sayville

Cherry Avenue Elementary School  
Cherry Avenue, West Sayville

Lincoln Avenue Elementary School  
Lincoln Avenue, Sayville

Sunrise Drive Elementary School  
Sunrise Drive, Sayville

**Sachem Central School District**

~~Seneca Middle School~~  
~~850 Main Street, Holbrook, NY 11737~~

~~Grundy Avenue Elementary School~~  
~~950 Grundy Avenue, Holbrook, NY 11737~~

~~Merrimac Elementary School~~  
~~1090 Broadway Avenue, Holbrook, NY 11737~~

**West Islip Union Free School District**

**West Islip Union Free School District**

Administrative Office  
~~Corner~~ Corner of Beach Street ~~& and~~ Sherman Avenue, West  
Islip

West Islip High School  
Higbie Lane, West Islip

West Islip Udall Road Middle School  
Udall Road, West Islip

~~West Islip Beach Street Middle School~~  
~~Beach Street, West Islip~~

Bayview School  
Snedecor Avenue, West Islip

Paul J. Bellew School  
Higbie Lane, West Islip

Captree Elementary School  
Snedecor Avenue, West Islip

Manetuck School  
Van Buren Avenue, West Islip

Oquenock School  
Spruce Avenue, West Islip

Westbrook School  
Higbie Lane, West Islip

<b><u>Private Schools</u></b>
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**Private Schools**

~~Mark Country Day School~~  
~~67 Greenwood Road, Bay Shore~~

St. Patrick School  
Montauk Highway, Bay Shore

St. Peter's By-The-Sea Episcopal Day School  
500 South Country Road, Bay Shore

AHRC-Suffolk Saul & Elaine Seiff Educare Center  
45 Crossways East Road, Bohemia

Academy of St. Joseph  
1725 Brentwood Road, Building #2, Brentwood

Our Lady of Providence Regional School  
82 Carleton Avenue, Central Islip

~~Chatterbox Day School~~  
~~52 Hawthorne Avenue, East Islip~~

~~The Hewlett School~~  
~~74 Suffolk Lane, East Islip~~

St. Mary's School  
16 Harrison Avenue, East Islip

~~Tutor Time Child Care Learning Center In Oakdale~~  
~~1645 Montauk Highway, Oakdale~~

Leeway School  
335 Johnson Avenue, Sayville

Prince of Peace Regional School  
200 Main Street, Sayville

Our Lady of Lourdes School  
44 Toomey Road, West Islip

St. John The Baptist Diocesan High School  
1170 Montauk Highway, West Islip

West Sayville Christian School  
37 Rollstone Avenue, West Sayville

**Town Buildings**

Bay Shore Christian School  
211 Bay Shore Road, Bay Shore

Heritage Christian Academy  
1380 Fifth Avenue, Bay Shore

Chatterbox Day School  
52 Hawthorne Avenue, East Islip

<b><u>Town Buildings</u></b>
------------------------------

Islip Town Hall  
655 Main Street, Islip

Tax Receiver  
40 Nassau Avenue, Islip

Code Enforcement  
28 Nassau Avenue, Islip

Fire Prevention  
24 Nassau Avenue, Islip

Town Annex  
401 Main Street, Islip

Brookwood Hall  
Parks and Recreation  
50 Irish Lane, East Islip

Building Department  
One Manitton Court, Islip

Community Development Agency  
15 Shore Lane, Bay Shore

Empire Foreign Trade Zone  
1 Trade Zone Drive, Ronkonkoma



Ockers House  
Town Council Offices  
963 Montauk Highway, Oakdale

~~Brookwood Hall~~  
~~Parks and Recreation~~

~~50 Irish Lane, East Islip~~  
~~Building Department~~

~~One Manittan Court, Islip~~  
~~Community Development Agency~~

~~15 Shore Lane, Bay Shore~~  
~~Empire Foreign Trade Zone~~

~~1 Trade Zone Drive, Ronkonkoma~~  
~~Ockers House~~

~~Town Council Offices~~  
~~963 Montauk Highway, Oakdale~~

**Public Libraries**

Brentwood Senior Center  
16 Second Avenue, Brentwood NY

Central Islip Senior Center  
555 Clayton Street, Central Islip NY

Joyce Fitzpatrick Senior Center  
50 Irish Lane, East Islip NY

Oakdale Senior Center  
963 Montauk Highway, Oakdale NY

Ronkonkoma Senior Center  
22 Lakecrest Lane, Ronkonkoma NY

West Islip Senior Center  
90 Higbie Lane, West Islip

<b><u>Public Libraries</u></b>
--------------------------------

Bay Shore-Brightwaters Library  
1 South Country Road, Brightwaters

Brentwood Public Library  
34 2nd Ave, Brentwood

Central Islip Public Library  
33 Hawthorne Avenue, Central Islip

Connetquot Public Library  
760 Ocean Avenue, Bohemia

East Islip Library  
381 East Main Street, East Islip

Hauppauge Public Library  
601 Veterans Memorial Hwy, ~~Hauppauge~~ Hauppauge

Islip Public Library  
71 Monell Avenue, Islip

Sayville Library  
11 Collins Avenue, Sayville

West Islip Public Library  
3 Higbie Lane, West Islip

**Volunteer Fire Departments in the Town of Islip**

<b><u>Fire Departments</u></b>
--------------------------------

Bayport Fire Department  
251 Snedecor Avenue, Bayport

Bay Shore Fire Department  
195 Fifth Avenue, Bay Shore

Bohemia Fire Department  
950 Pearl Street, Bohemia

Brentwood Fire Department  
125 Fourth Street, Brentwood

East Brentwood Fire Department  
26 Fulton Street, Brentwood

Central Islip Fire Department  
97 Carleton Avenue, Central Islip

East Islip Fire Department  
30 East Main Street, East Islip

Great River Fire Department  
River Road, Great River

Hauppauge Fire Department  
855 Wheeler Road, Hauppauge

Holbrook Fire Department  
390 Terry Road, Holbrook

Holtsville Fire Department  
1025 Waverly Avenue

Islip Fire Department  
28 Monell Avenue, Islip

Islip Terrace Fire Department  
264 Beaverdam Road, Islip Terrace

Lakeland Fire Department  
929 Johnson Avenue, Ronkonkoma

Ronkonkoma Fire Department  
177 Portion Road, Ronkonkoma

Sayville Fire Department  
107 N. Main Street, Sayville

West Islip Fire Department  
309 Union Boulevard, West Islip

West Sayville Fire Department  
80 Main Street, West Sayville

<b><u>Volunteer Ambulance Groups</u></b>
------------------------------------------

Bay Shore Brightwaters Rescue Ambulance  
911 Aletta Place, Bay Shore

Brentwood Legion Ambulance  
29 3<sup>rd</sup> Avenue

Central Islip-Hauppauge Volunteer Ambulance  
4 Pineville Road, Central Islip

Community Ambulance Company  
146 Railroad Avenue

Exchange Ambulance of Islip  
190 Carleton Avenue, Central Islip

**EXHIBIT B**

**SERVICE AREA**

The Service Area shall be the Franchise Area.

## EXHIBIT B

### SERVICE AREA

The Service Area shall be the Franchise Area. The construction of the Franchisee's Fiber Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1. and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area, nor is a map of the Service Area necessary.

~~The Service Area shall be the area of the Franchise Area, excluding Fire Island, as depicted on the attached map of the Service Area.~~

~~The construction of the Franchisee's FTTP Network has been completed to approximately 31% of the current households in the Service Area. In accordance with Article 3 of this Agreement, Service Deployment shall occur as follows: 51% Service Deployment by December 2007, 71% Service Deployment by July 2008, 81% Service Deployment by December 2008, 82% Service Deployment by July 2009, 83% Service Deployment by December 2009, 84% Service Deployment by July 2010, 87% Service Deployment by December 2010, 89% Service Deployment by July 2011, 93% Service Deployment by December 2011, and 100% Service Deployment by July 2012.~~





**~~EXHIBIT C~~**

**~~PEG CHANNELS~~**

~~At this time, the LFA has not requested any PEG Access Channels.~~

**Exhibit C**

**Includes all schools in Exhibit A**

**EXHIBIT D**

**SECURITY**

**SAMPLE**

**Franchise Bond**

**Bond No.** \_\_\_\_\_

~~KNOW ALL MEN BY THESE PRESENTS:~~ That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

~~WHEREAS,~~ the Principal and Obligee have entered into a Franchise Agreement dated \_\_\_\_\_ which is hereby referred to and made a part hereof.

~~WHEREAS,~~ said Principal is required to perform certain obligations under said Agreement.

~~WHEREAS,~~ the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

~~NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH~~ that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided:

~~PROVIDED HOWEVER,~~ that this bond is executed subject to the following express provisions and conditions:

1. \_\_\_\_\_ In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. \_\_\_\_\_ This bond is for the annual term beginning \_\_\_\_\_ and ending \_\_\_\_\_, and may be extended for additional annual terms at the sole option of the surety.
3. \_\_\_\_\_ Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its

~~obligations under said Agreement, shall constitute a loss to the Obligor recoverable under this bond.~~

- ~~4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.~~
- ~~5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.~~
- ~~6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.~~
- ~~7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.~~

**~~This bond shall not bind the Surety unless it is accepted by the Obligor by signing below.~~**

**~~IN WITNESS WHEREOF~~**, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Principal \_\_\_\_\_ Surety \_\_\_\_\_**

**By: \_\_\_\_\_ By: \_\_\_\_\_**  
\_\_\_\_\_

**\_\_\_\_\_, Attorney-in-Fact**

**Accepted by Obligor: \_\_\_\_\_**  
**\_\_\_\_\_ (Signature & date above Print Name, Title below)**