

Public Hearing 2A



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**Pamela N. Goldstein
Associate General Counsel**

By Electronic Mail

December 21, 2020

Gaspare Tumminello
City Clerk
Glen Cove City Hall
9 Glen Street, 3rd Floor
Glen Cove, NY 11542

*Re: Amendment to Cable Franchise Agreement by and between the
City of Glen Cove and Verizon New York Inc. (the "Franchise Agreement")*

Dear Mr. Tumminello:

Pursuant to my conversations with City Attorney Gregory Kalnitsky and Part 892, Subpart 892-1 of Title 16 of the New York Codes, Rules and Regulations, please find enclosed a proposed amendment to the Franchise Agreement.

Please contact me at (914) 821-9702 should you have any questions.

Best wishes for the holiday season and the New Year!

Yours sincerely,

Pamela N Goldstein

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Associate General Counsel

Enclosure: Proposed Amendment to Franchise Agreement

cc: Gregory Kalnitsky, City Attorney

verizon[✓]

**AN AMENDMENT TO CABLE FRANCHISE AGREEMENT
BY AND BETWEEN THE CITY OF GLEN COVE AND VERIZON NEW YORK INC.**

AMENDMENT (the “Amendment”) dated as of this ___ day of _____, 2021 to the Cable Franchise Agreement (the “Franchise Agreement”) entered into by and between the City of Glen Cove, a validly organized and existing political subdivision of the State of New York (the “City” or “LFA”), and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (“Franchisee”). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Franchise Agreement.

WHEREAS, the LFA and Franchisee lawfully executed the Franchise Agreement on March 11, 2014, and it was thereafter confirmed for a term of twelve (12) years by the New York State Public Service Commission (the “NY PSC”) on August 14, 2014 (Case 14-V-0089) and became effective on August 20, 2014; and

WHEREAS, pursuant to the Franchise Agreement, the LFA granted 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

WHEREAS, the LFA and Franchisee have mutually agreed to amend the Franchise Agreement to expand the Franchise Area to cover the entire territorial limits of the City in accordance with terms established in the Franchise Agreement and the Cable Law, and subject to the further terms set forth below.

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment Effective Date. This Amendment shall become effective on the effective date of an order issued by the NY PSC that confirms the Amendment (the “Amendment Effective Date”), following its approval by the LFA’s governing authority authorized to grant franchises and its acceptance by Franchisee.

2. Definition of Franchise Area. The Franchise Agreement is hereby amended by deleting the definition of “Franchise Area” in Section 1.13 in its entirety and replacing it with the following:

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

3. Exhibit A. Exhibit A to the Franchise Agreement is deleted in its entirety and replaced with an amended Exhibit A attached hereto (“Amended Exhibit A”). Amended Exhibit A further supersedes any revised description of Franchisee’s Cable System in the City contained in Verizon’s September 14, 2014 and March 11, 2015 compliance filings in Case 14-V-0089.

4. Original Franchise Provisions Remain in Effect. All provisions in the Franchise Agreement continue to remain in full effect unless expressly modified by this Amendment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto shall be bound upon, but only upon, the execution by each party of one counterpart. The executed counterparts may be delivered by facsimile

transmission of a true and correct image thereof, or by electronic mail attaching a true and correct .pdf image thereof.

IN WITNESS HEREOF, this Amendment to the Franchise Agreement entered into by the parties is hereby signed by the parties duly authorized as of the date written above.

CITY OF GLEN COVE

Approved as to Form:

By: _____
Tim Tenke
Mayor of Glen Cove

Gregory Kalnitsky
City Attorney

VERIZON NEW YORK INC.

Approved as to Form:

By: _____
Yolanda Stancil
Vice President – New York Metro
Verizon Wireless Network Operations
Date:

Pamela N. Goldstein
Associate General Counsel

AMENDED EXHIBIT A

FRANCHISE AREA

A map of the Franchise Area is attached hereto for the sole purpose of illustration. The initial Franchise area as previously defined under the Franchise Agreement is depicted in purple (“Initial Franchise Area”). The portions of the City outside of the Initial Franchise Area constitute the additional Franchise Area (“Additional Franchise Area”).

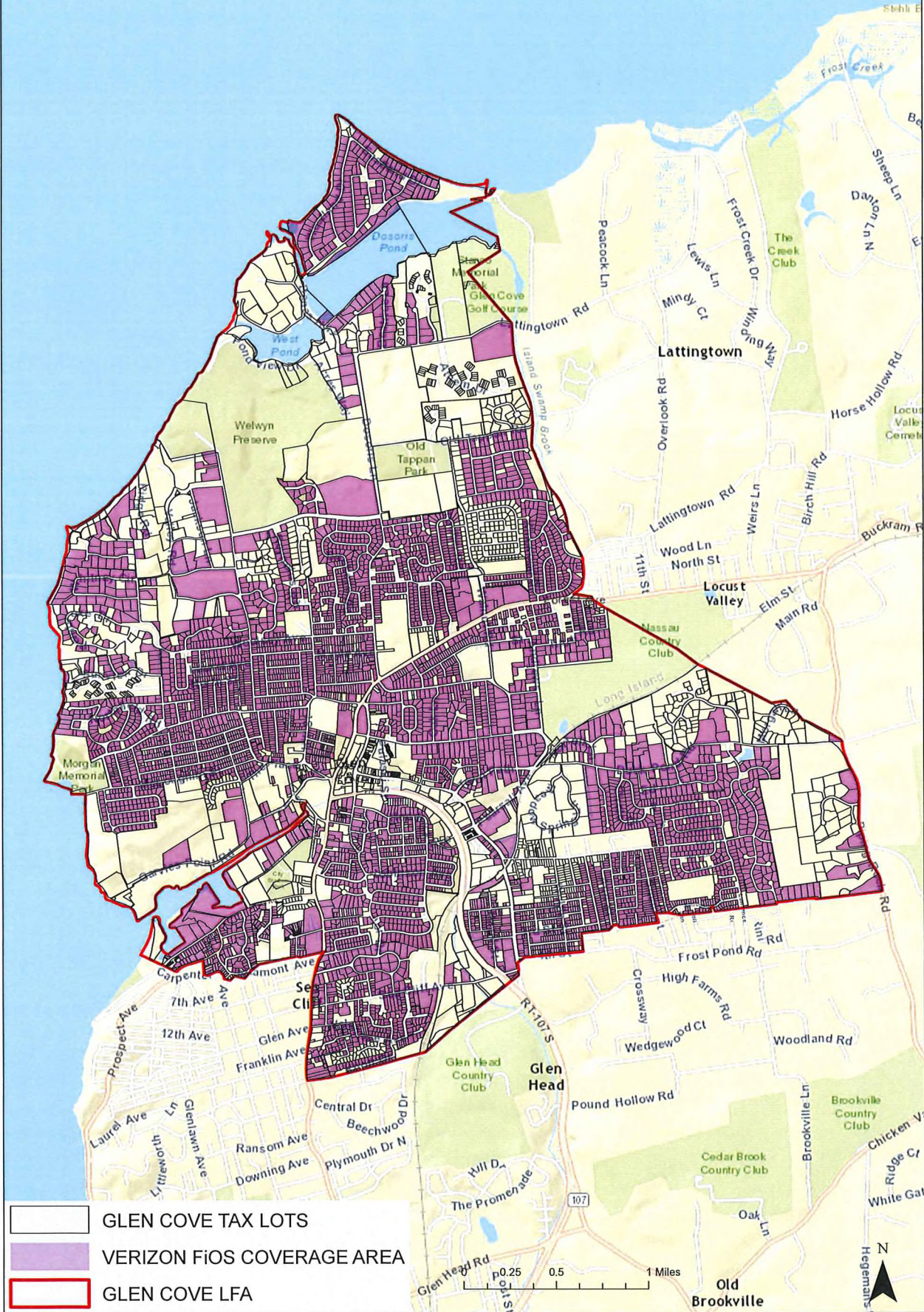
For the avoidance of doubt, the Franchise Area does not include any islands or areas occupied by bodies of water.

Consistent with Section 3.1 of the Franchise Agreement, including, without limitation, the enumerated exceptions set forth therein, commencing as of the Amendment Effective Date, the construction of Franchisee’s FTTP Network has been completed to approximately 17% of the current households in the Additional Franchise Area.

At present, Franchisee’s anticipated schedule for deployment within the Additional Franchise Area (with schedule dates measured from the month of the Amendment Effective Date) calls for 17% deployment at 6 months, 17% deployment at 12 months, 32% deployment at 18 months, 53% deployment at 24 months, 78% deployment at 30 months, 89% deployment at 36 months, 94% deployment at 42 months, 96% deployment at 48 months, 99% deployment at 54 months, and 100% deployment at 60 months. This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide notice to the LFA and the NY PSC of any material change in this schedule.



Verizon NY
Glen Cove LFA
Fios Coverage Area
3/3/15



- GLEN COVE TAX LOTS
- VERIZON FIOS COVERAGE AREA
- GLEN COVE LFA