Revised 7/6/17

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
July 11, 2017
SEAFORD CITY HALL - 414 HIGH STREET

7:00 P.M. - Mayor David Genshaw calls the Regular Meeting to Order.
- Invocation
- Pledge of Allegiance to the Flag of the United States of America.
- Executive Session - Litigation
- Changes to agenda for this meeting.
- Approval of minutes of the regular meeting on June 27, 2017.

CORRESPONDENCE:

1.

NEW BUSINESS:

1. Berley Mears Director of Public Works to make a recommendation to reduce the current septage receiving rate for high-volume customers in excess of 1,000,000 gal/yr.

2. Present for the first reading an Ordinance of the City of Seaford to create a Rental License in Chapter 5 - Businesses; Article 4.

3. Present the appointment of the Records Officer and Authorized Agents for FY2018 with the Delaware Public Archives.

OLD BUSINESS:

1. Present a Resolution Authorizing the Mayor to Execute a Cable Franchise Agreement between the City of Seaford and Comcast of Delmarva, LLC.

REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1.

AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
July 11, 2017

COMMITTEE REPORTS:

1. **Police & Fire – Councilwoman Leanne Phillips-Lowe**
2. **Administration – Councilman Orlando Holland**
3. **Code, Parks and Recreation – Councilwoman Grace Peterson**
4. **Public Works & WWTF – Councilman William Mulvaney**
5. **Electric – Councilman Dan Henderson**

Mayor Genshaw calls for a motion to hold an Executive Session to discuss litigation.

Mayor Genshaw reopens the regular meeting and solicits a motion to adjourn the regular council meeting.

NOTE: Agenda shall be subject to change to include or delete Additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Posted - TNT
Website - 7/6/17 @
11:59 a.m.

NB #1
7/11/17

City of Seaford

Memo

To: Dolores Slatcher, CM

From: Berley Mears, DPW

cc: Charles Anderson, ACM

Bryant Tifft, WWOC

Date: 6/28/17

Re: Septage rate

As you know our current septage rate is $0.065 cents per gallon delivered. I would like to make a recommendation that we modify our rate structure, for all users, to include a "roll back" to $0.055 cents per gallon over one million (1,000,000) gallons delivered during a calendar year period.

Please place this on the July 11th, 2017 Mayor and Council meeting agenda for their consideration. Please let me know if you have any other questions.

NB#2
7-11-17

ORDINANCE #2017-01

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SEAFORD, an ordinance to amend Chapter 5, of the Municipal Code of Seaford, Delaware relating to "Businesses", in the manner following, to wit:

Chapter 5 of the Municipal Code of Seaford, Delaware is hereby amended by adding ARTICLE 4 "RENTAL LICENSE" to read as shown on the following pages.

	First Reading Date
	Second Reading Date & Adoption
	Advertisement Date
	Effective Date of Ordinance

The City of Seaford

Dolores J. Slatcher
City Manager

CHAPTER 5 – BUSINESSES

ARTICLE 4 – RENTAL LICENSE

[Amended on ??/??/2017 by Ordinance #2017-01]

§ 5.4.1 Definitions.

For the purposes of this article, the following definitions shall apply:

Dwelling Unit - Consists of one (1) or more rooms for living purposes containing separate cooking and sanitary facilities and is accessible from the outdoors either directly or through an entrance hall shared with other dwelling units and is used or intended to be used by one (1) or more persons living together and maintaining a common household, but with no more than three (3) unrelated persons within the unit.

Person(s) - Individuals, partnerships, firms, companies, associations and corporations.

Rental unit - A dwelling unit, as defined in this code, which is rented or leased to a person or persons, who is not the owner of the dwelling unit.

§ 5.4.2 Annual license required; applicability.

No person(s) shall engage in the business of providing dwelling units for rent &/or lease within the City limits without first having paid the prescribed fee and having obtained from the City of Seaford an annual license for each rental dwelling unit.. This ordinance shall apply to all dwelling units within the City of Seaford, Delaware.

§ 5.4.3 Application procedure.

A. New applications for a license required by §5.4.2 hereof, shall be made on the prescribed form to the City of Seaford, and no license shall be granted until the license fee shall have been paid in full.

B. Each such license and such application shall specify to whom it shall be issued and give the following information:

1. The home and business address, email address, and telephone numbers of the applicant including cell phone if one is owned.

2. If the applicant is a partnership, the names and addresses, email addresses and telephone numbers including cell phone of the individuals composing the partnership.

3. If the applicant is a corporation, the names and addresses, email addresses, and telephone numbers including cell phone of the principal officers of the corporation.

4. A full description of the person(s) to whom the unit is leased or rented.

5. The specific location of the rental unit.

6. The number of rental units &/or number of rental rooms during the license year.

C. Each license applicant and each licensee shall certify in writing, on a form prepared by the City, as follows:

1. The information on the application is true and correct and that a false answer can subject the application to denial of a license or revocation of a license;

2. The applicant has consistently complied with all provisions of this chapter and all other laws and ordinances of the City of Seaford and other jurisdictions relating to the enterprise for which the license is required, including applicable zoning and building codes, and shall continue to do so throughout the term of the license;

3. Yearly renewal applications for a license required by § 5.4.2 shall validate the renewal information on the form generated by the City of Seaford and make any changes and/or corrections as needed. No license shall be granted until the license fee shall have been paid in full and the renewal form signed.

D. Address corrections and/or changes to existing licenses may be made on the yearly renewal form or a change of address form to the City of Seaford. It is the responsibility of the license holder to notify the City of Seaford in writing of any changes. It is further the responsibility of the license holder to notify the City of Seaford in writing if it is no longer valid.

§ 5.4.4 Investigation of applicants.

A. The City Manager or designee may, when cause appears, investigate and review all applications for licenses within the limits of the City of Seaford, to determine:

1. If the activity for which a license has been requested is prohibited by any ordinance of the City or law of the State of Delaware;

2. Whether or not a functioning smoke-detector device is located within a rental unit;

3. Whether or not the number of persons in a leased dwelling unit or building is in compliance with the Housing Code and other codes;

4. If the license holder or applicant otherwise lacks qualifications to hold a license, pursuant to the terms of this chapter, the City Manager or designee shall not issue any license;

5. The City Manager or designee may revoke or suspend a license, in part or in its entirety, if it is found that the license holder or applicant does not comply with the requirements of this chapter.

§ 5.4.5 Appeals from decisions of the City Manager.

A. Any person aggrieved by the decision of the City Manager may, within five business days, make an appeal to the City Council by giving written notice of his or her election to do so to the office of the City Manager and upon payment of a fee as published in the *"City of Seaford Schedule of Fees and Rates"*.

B. The City Manager shall notify the Mayor, who shall schedule the appeal hearing at a regular City Council meeting after giving notice of the hearing in a newspaper of local circulation at least 10 days prior to said hearing.

§ 5.4.6 License fees.

A. License fees, as established by City Council, shall be paid to the City of Seaford for the renting/leasing of dwelling units.

B. License fees shall not be prorated.

C. All license fees shall be due and payable to the City of Seaford no later than the first business day of January of each year, and all licenses shall expire on the 31st day of December following.

§ 5.4.7 License restriction; revocation.

A. It shall be a condition to the issuance of any and all licenses under this chapter that the units licensed shall be used and operated only for lawful purposes.

B. The right of the City Council or its other representative in its discretion to refuse to grant any license and to revoke any license previously granted, for failure to comply with the requirements of this chapter, is hereby specifically reserved.

§ 5.4.8 Governmental organizations.

No license fee shall be charged for a license issued to any Federal, State, County or City of Seaford building or unit.

§ 5.4.9 Violations and penalties.

A. Any person violating any part of this chapter shall, on conviction, be punished for each offense by a fine of not less than $75 nor more than $500, plus court costs and Victims Compensation Fund assessment, and each separate day in which any of the provisions of this chapter are violated shall constitute a separate and distinct offense.

B. In addition to the penalties prescribed in Subsection A of this section, the City Council may direct the City Solicitor to proceed at law or in equity against the person responsible for the violation for the purpose of ordering that person to restrain from any act in violation of these licensing provisions.

§ 5.4.10 License Transferability.

A. Upon transfer of property ownership the licenses holder shall immediately notify the City of Seaford.

B. The new property owner shall provide all necessary and required information to the City Manager or designee within 30 days of transfer.

C. No prorated fee shall be charged for the remainder of the year.

§ 5.4.11 through § 5.4.99 RESERVED

NB #3
7/11/17

Delaware Public Archives
...your window to the past!

SLC D575B State of Delaware Delaware Public Archives 121 Martin Luther King Jr. Blvd. North Dover, DE 19901
Phone # (302) 744-5000 AnalystTeam@state.de.us

APPOINTMENT OF RECORDS OFFICER AND AUTHORIZED AGENTS FOR FY20

***ALL* FIELDS *MUST* BE COMPLETED**

MUNICIPALITY/COUNTY/DEPARTMENT: City of Seaford

DIVISION: City Hall **RECORD GROUP NUMBER:** 7200

SECTION: Administration **PROGRAM/LOCATION:** 414 High St. Seaford, De 19973

SECTION I: APPOINTMENT OF RECORDS OFFICER

(THIS SECTION TO BE USED, ONLY, FOR THE DIVISION OR DEPARTMENTAL RECORDS OFFICER APPOINTMENT.)

In accordance with Title 29 Delaware Code, Section, 521, I appoint the following person as records officer to serve as liaison with the Delaware Public Archives for all agency records administration functions including requests for records retention scheduling, storage, and destruction services.

NAME	TITLE	
Tracy Torbert	Executive Secretary	
E-MAIL ADDRESS	**TELEPHONE #:**	**FAX #:**
Ttorbert@Seafordde.Com	6299173	6299307
STATE LOCATOR CODE	**MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip)**	
7200	Po Box 1100, Seaford, De 19973	

SECTION II: APPOINTMENT OF AUTHORIZED AGENT(S)

In accordance with Delaware Public Archives (DPA) policy, I appoint the following person(s) to serve as authorized agent(s). Authorized agents are personnel designated by their agency head and/or records officer to sign DPA transfer documents, destruction notices and record service forms authorizing the transfer of records to the DPA for storage, requests for destruction authorization, requests for information retrieval and to submit agency publications.

Attach Additional pages if more space if needed.

NAME	TITLE	
Dolores Slatcher	City Manager	
E-MAIL ADDRESS	**TELEPHONE #:**	**FAX #:**
Dslatcher@Seafordde.Com	6299173	6299307
STATE LOCATOR CODE	**MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip)**	
7200	Po Box 1100, Seaford, De 19973	
NAME	**TITLE**	
Trisha Newcomer	Ed/It Manager	
E-MAIL ADDRESS	**TELEPHONE #:**	**FAX #:**
Tbooth@Seafordde.Com	6299173	6299307
STATE LOCATOR CODE	**MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip)**	
7200	Po Box 1100, Seaford, De 19973	
NAME	**TITLE**	
June Merritt	Director Of HR/Finance	
E-MAIL ADDRESS	**TELEPHONE #:**	**FAX #:**
Jmerritt@Seafordde.Com	6299173	6299307
STATE LOCATOR CODE	**MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip)**	
7200	Po Box 1100, Seaford, De 19973	
NAME	**TITLE**	
E-MAIL ADDRESS	**TELEPHONE #:**	**FAX #:**
STATE LOCATOR CODE	**MAILING ADDRESS (Include: Street; Building, Town/City; State; Zip)**	

IMMEDIATELY NOTIFY THE DELAWARE PUBLIC ARCHIVES AS CHANGES OCCUR TO SECTIONS I or II ABOVE.

EFFECTIVE DATE: **APPROVED BY:**

Agency Head (NAME)

Records Officer

Title of Agency Head

OB #1
7-11-17

RESOLUTION NO. 2017-1

RESOLUTION OF THE CITY OF SEAFORD AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY AND COMCAST OF DELMARVA, LLC

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Delaware law, the City of Seaford (hereinafter the "City") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the City's jurisdiction; and

WHEREAS, Comcast of Delmarva, LLC ("Comcast") currently holds a cable franchise from the City originally granted to Comcast Cablevision of Delmarva, Inc. d/b/a Comcast Cablevision; and

WHEREAS, Comcast has requested that the City renew Comcast's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-way for use by the City's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the City and held in trust on behalf of citizens of the City and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees for Comcast's use of the City's rights-of-way as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the City held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the City's future cable-related community needs; and

WHEREAS, the City has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's

franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the City and Comcast; and

WHEREAS, the City has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the City;

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ENACTED AND RESOLVED this ____ day of _____, 2017.

ATTEST:

_____

CITY OF SEAFORD

_____

Mayor

PH 2
6-27-17

CABLE FRANCHISE AGREEMENT

BETWEEN

CITY OF SEAFORD, DELAWARE

AND

COMCAST OF DELMARVA, LLC

With assistance from:

Cohen Law Group
413 S. Main Street - Third Floor
Pittsburgh, PA 15215 Phone: (412) 447-0130
www.cohenlawgroup.org

TABLE OF CONTENTS

Page

SECTION 1 DEFINITIONS 2
SECTION 2 GRANT OF FRANCHISE 5
2.1 GRANT OF AUTHORITY 5
2.2 TERM OF FRANCHISE 6
2.3 REPRESENTATIONS AND WARRANTIES 6
2.4 NON-EXCLUSIVITY 6
2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LA 6
2.6 COMPETITIVE EQUITY 7
SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE 7
3.1 TECHNICAL REQUIREMENT 7
3.2 AREA TO BE SERVED 8
3.3 CABLE SYSTEM SPECIFICATIONS 9
3.4 SYSTEM TESTS 9
3.5 EMERGENCY ALERT SYSTEM 9
3.6 RATE DISCRIMINATION 9
3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES 10
3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S") 10
3.9 REPAIRS AND RESTORATION 10
3.10 SERVICE AREA MAPS 11
3.11 DISCONNECTION AND RELOCATION 11
3.12 EMERGENCY REMOVAL OF EQUIPMENT 12
3.13 TREE TRIMMING 12
3.14 CHANNEL CAPACITY 12
3.15 BROADCAST CHANNELS 12
3.16 PROGRAMMING CATEGORIES 13

3.17 SIGNAL SCRAMBLING 13
3.18 CONTINUITY OF SERVICE 13
3.19 PARENTAL CONTROL CAPABILITY 13
SECTION 4 SUBSCRIBER SERVICE STANDARDS 13
4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY 13
4.2 INSTALLATIONS AND SERVICE CALLS 14
4.3 NOTICES 14
4.4 BILLING 15
4.5 SUBSCRIBER COMPLAINT PROCEDURES 16
4.6 DISCONNECTION 16
4.7 SERVICE INTERRUPTIONS 17
4.8 PRIVACY 17
SECTION 5 REGULATION BY THE CITY 18
5.1 RIGHT TO INSPECT 18
5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW 19
5.3 RESERVED AUTHORITY 19
5.4 POLICE POWERS 19
5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY 20
5.6 PERMITS 20
5.7 REPORTING 20
SECTION 6 COMPENSATION TO THE CITY 21
6.1 FRANCHISE FEES 21
6.2 QUARTERLY PAYMENTS 21
6.3 QUARTERLY REPORTS 22
6.4 FRANCHISE FEE REVIEW 22
6.5 BUNDLED SERVICES 23
SECTION 7 SERVICES TO THE COMMUNITY 23
7.1 SERVICES TO COMMUNITY FACILITIES 23

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL 24
SECTION 8 ENFORCEMENT, INSURANCE AND INDEMNIFICATION 25
8.1 VIOLATIONS AND OPPORTUNITY TO CURE 25
8.2 LIQUIDATED DAMAGES 26
8.3 REVOCATION 26
8.4 PERFORMANCE BOND 27
8.5 INSURANCE 27
8.6 INDEMNIFICATION 28
SECTION 9 MISCELLANEOUS 28
9.1 FORCE MAJEURE 28
9.2 REMOVAL OF SYSTEM 29
9.3 NOTICES 29
9.4 EQUAL EMPLOYMENT OPPORTUNITY 30
9.5 CAPTIONS 30
9.6 GOVERNING LAW; VENUE 30
9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL 30
9.8 ENTIRE AGREEMENT 31
9.9 SEVERABILITY 31
9.10 NO WAIVER OF RIGHTS 31
9.11 CHANGE OF LAW 32
9.12 COMPLIANCE WITH LAWS 32
9.13 THIRD PARTY BENEFICIARIES 32
9.14 APPLICABILITY OF AGREEMENT 32

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of _____, 2017 (hereinafter referred to as the "Effective Date" by and between the City of Seaford, a municipality located in Sussex County, Delaware (hereinafter referred to as the "City") and Comcast of Delmarva, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to Title VI of the Communications Act of 1934, as amended, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Delaware law, the City is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the City's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the City by virtue of a cable franchise agreement dated April 8, 1997, originally granting a cable franchise to Comcast Cablevision of Delmarva, Inc. d/b/a Comcast Cablevision; and

WHEREAS, Comcast has requested that the City renew Comcast's franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid Public Rights-of-Ways for the delivery of Cable Services to the City's residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the City on behalf of the citizens of the City, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid Public Rights-of-Way, establish standards of Subscriber service, cultivate a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the City's Public Rights-of-Ways as provided by federal law, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the City, and meet the current and future cable-related needs of its residents; and

WHEREAS, the City held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the City's future cable-related community needs; and

WHEREAS, the City has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the City has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the City; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and Comcast agree as follows:

SECTION 1 DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any person(s) and or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast (as defined herein) but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System to provide Cable Service that is within Comcast's control and requires a corrective measure on the part of Comcast.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Access Channel - An access channel that consists of non-commercial local public, educational and/or governmental programming.

(j) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(k) FCC - Federal Communications Commission.

(l) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of Delaware or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; partial or entire failure of utilities, or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

(m) Franchise - The authorization granted by the City to construct, operate and maintain a Cable System within the corporate limits of the City as embodied in the terms and conditions of this Agreement.

(n) Franchise Fee - The fee that Comcast remits to the City for the use of the City's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(o) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the City to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any Cable service tier other than Basic Service;
(3) fees charged for premium Cable Services;
(4) fees for all digital video tiers;
(5) fees for video-on-demand;
(6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
(7) revenue from the provision of any other Cable Services;
(8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service;
(9) fees for changing any level of Cable Service programming;
(10) fees for service calls on Cable Services;
(11) inside wire maintenance fees for Cable Services;
(12) service plan protection fees on Cable Service;
(13) convenience fees related to Cable Service;
(14) early termination fees on Cable Services;
(15) fees for Leased Access Channels;
(16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
(17) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
(18) any and all locally-derived advertising revenues;
(19) revenues or commissions from locally-derived home shopping channels;
(20) revenue from interactive Cable Services;
(21) broadcast retransmission fees;
(22) late payment fees on Cable Services;
(23) billing and collection fees on Cable Services;
(24) NSF check charges on Cable Services; and
(25) Franchise Fees

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the City, state, federal or other governmental unit. In the event of any dispute over the classification of revenue, the City and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(p) HD - High definition format.

(q) Leased Access - Any channel on Comcast's Cable System designated for leased access use pursuant to the Cable Act.

(r) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(s) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(u) Outlet - An interior receptacle that connects a television set or receiver to the Cable System.

(v) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City.

(w) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(x) Service Interruption - The loss of picture or sound on one (1) or more channels.

(y) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, Cable Services distributed by the Cable System.

SECTION 2 GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Delaware law, the City hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the City hereby grants to Comcast the authority to, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the City has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the State of Delaware;

(2) Comcast has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Comcast to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Comcast in accordance with the provisions herein, subject to applicable State and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(5) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the City to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the City. Without waiving any of

its rights, the City agrees that, to the extent any term of this Agreement is inconsistent with the terms of any City cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises to construct, operate, and maintain a Cable System within the City.

(b) The franchise granted to Comcast is non-exclusive; however, if the City grants a subsequent franchise, or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If the City agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent franchise, or other authorization to provide wired video services, is more favorable or less burdensome, then the City and Comcast shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity. If the City disagrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise, or other authorization, is more favorable or less burdensome, Comcast may elect to shorten the remaining term of this Agreement to not more than thirty six (36) months and shall be deemed to have timely invoked the formal renewal rights and procedures set forth in §626 of the Federal Cable Act.

(c) In the event an application for a new franchise for Cable Service, or other authorization to provide similar wired video services, is submitted to the City proposing to serve Subscribers within the City, then the City shall notify Comcast in writing of the submission of the application.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the City where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Delaware and the generally applicable laws, ordinances and construction standards of the City.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Subject to the density requirements herein, Comcast shall make Cable Service available to every residential dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the City where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the nearest point of the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within four hundred (400) feet of the public right of way. Comcast shall complete said extensions within one (1) year of written notification to Comcast by the City and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service and the Subscriber shall pay Comcast's actual cost of installation from its main distribution system.

(c) The City has the authority to require Comcast to place wires and/or equipment underground, provided that the City imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the City where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

In the event that public or private funds are made available to pay for such project, to the extent other users of the Public Right-of-Way are so notified the City shall notify Comcast that such funds are available and Comcast may apply or request that the City apply for such funds. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Comcast may refuse to provide Service to any Person for demonstrable reasonable cause.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed and shall maintain a Cable System with the capability to provide no fewer than one hundred fifty (150) video channels and shall allocate a sufficient portion of said bandwidth to deliver two-way Cable Services. The cable system shall be capable of providing high definition (HD) video signals and video-on-demand.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall conduct required proof of performance and other system tests as set forth below. Comcast shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the City within thirty (30) days of a written request from the City; provided, however, that Comcast shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Comcast shall perform the following tests on its Cable System:

(1) All tests required by the FCC; and

(2) All other FCC tests reasonably necessary to determine compliance with technical standards adopted by the FCC in response to Subscriber Complaints.

(c) The rights and obligations of the City and Comcast under this Section shall at all times be subject to applicable federal law and FCC regulation.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

In accordance with applicable law, all rates for Subscriber services shall be published and non-discriminatory. Nothing in this Agreement shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the City hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, and applicable Delaware Landlord Tenant Code.

3.9 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the City having notified Comcast in writing of the restoration and repairs required, the City may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the City.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the City if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore, to a condition as reasonably good as before any disturbance, any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all generally applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such generally applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in

such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Miss Utility System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the State may establish in the future. Comcast shall adhere to all requirements of the Delaware Underground Utility Damage Prevention and Safety Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

3.10 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the City for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the City on which shall be shown those areas in which its facilities exist and the location of all streets. The strand maps shall be provided to the City in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the City's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the City with updated maps within thirty (30) days after any written request by the City.

3.11 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity. Comcast shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

3.12 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the City, it shall be necessary, in the reasonable judgment of the City or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right to do so without cost or liability, provided that, wherever possible, the City shall give Comcast notice and the ability to relocate wires, cable or other equipment. The City shall use reasonable efforts to minimize the impact on Comcast's facilities related to any emergency removal.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the City shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity. Comcast shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

3.13 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the City for permission with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the City.

3.14 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in Section 3.15 of this Agreement and required by applicable federal law and regulations.

3.15 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with the most basic tier of Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of any qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.16 PROGRAMMING CATEGORIES

In accordance with applicable law, Comcast shall provide broad categories of video programming on the Cable System.

3.17 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.18 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored provided, however, Comcast reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When there are planned service interruptions of more than twenty-four (24) hours, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

3.19 PARENTAL CONTROL CAPABILITY

Comcast shall comply with Section 641 of the Cable Act.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) In accordance with applicable law, Comcast's service centers shall be conveniently located and shall be open during Normal Business Hours.

(b) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative by the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(d) Comcast will not be required to acquire or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply. If the City determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the City shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the City with its results.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Company logo or sufficient markings identifying it.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not less than one (1) per year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Channel positions of programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service;

(6) Billing and Subscriber complaint procedures;

(7) Comcast's address, telephone number and office hours; and

(8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the City in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Delaware or the City on the transaction between Comcast and the Subscriber.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least twenty (20) days have elapsed since the mailing of the bill by Comcast.

(c) The City hereby requests that Comcast omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the City is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required by Section 4.5(a) shall commence. If the City notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection. Said notice may be part of a bill; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service or is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare must be responded to within forty-eight (48) hours after notice to Comcast.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next available billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

(a) Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(d) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests

is accurate and up to date and shall provide subscribers with a reasonable opportunity to correct any errors upon discovery.

(e) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration in conformance with Section 631 of the Cable Act.

(f) Nothing in this section is intended to prohibit the use of viewing or other information in a manner that complies with applicable privacy requirements, including Section 631 of the Cable Act, for the delivery of advanced services such as program recommendations, advertising, and interactivity features.

SECTION 5 REGULATION BY THE CITY

5.1 RIGHT TO INSPECT

(a) The City shall have the option, upon thirty (30) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the City all records required by the FCC as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Upon thirty (30) days written request to Comcast, the City may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The City may not conduct a physical inspection of the Cable System or open any vaults, pedestals or conduits without the express permission of Comcast. The City may not inspect the Cable System on Comcast's property other than for permitted work. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition within a reasonable time established by the City.

(d) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the City or its designated representatives shall be treated as confidential by the Municipality so long as it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the City may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information provided such representatives and/or agents are permitted to do so under applicable law. The City and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems proprietary or confidential as confidential so long as permitted to do so under applicable law and only to disclose it to

Municipal employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the City acting in their official capacity, or in the event the City has in its possession or receives a request under a state "sunshine," public records, or similar law for information related to the Franchise and marked by Comcast as confidential and/or proprietary, the City shall notify Comcast of such request and take any necessary action to not prejudice Comcast's ability to oppose such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.)

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than once every thirty-six (36) months during the term of this Agreement, the City or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the City. Within thirty (30) days of a written request, Comcast shall provide the City with copies of records and documents reasonably related to the cable compliance review. The period for any such review shall be for not more than the twelve (12) months immediately previous to the notice. The City shall promptly inform Comcast of any non-compliance issues that result from the compliance review or shall promptly issue an affirmative letter as to Comcast's compliance with the terms and conditions of the Agreement.

5.3 RESERVED AUTHORITY

The City reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the City's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the City to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the City's lawful exercise of its police powers materially alters the rights, benefits, obligations, or duties of this Agreement, Comcast and City shall modify the provisions of this Agreement to minimize the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the City to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the City for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the City. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Comcast shall provide the following reports to the City:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Comcast shall submit to the City a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the City and received during the previous twelve (12) month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous twelve (12) month period:

(1) Number of repair service requests received;

(2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);

(3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);

(4) Number of known service interruptions, in excess of 5 minutes and affecting more than 50 Subscribers, and the approximate length of time of each such interruption;

(b) Annual Financial Reports

Within thirty (30) days of a written request, Comcast shall submit to the City its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section 5.7(b).

(c) Government Reports

Comcast shall provide to the City, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the City. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6 COMPENSATION TO THE CITY

6.1 FRANCHISE FEES

Comcast shall pay to the City an amount equal to four percent (4%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the City. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The City may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the City shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the City under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three (3) calendar quarter and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1(for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the City. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No

acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the City may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the City.

6.3 QUARTERLY REPORTS

Within ten (10) days of Each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for the calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than once every three (3) years the City shall have the right to conduct a Franchise Fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review shall occur within thirty-six (36) months from the date the City receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the City with copies of financial records related to the Franchise Fee review.

(a) In the event of an alleged underpayment, the City shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review reveals that there have been no underpayments, the City shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the City with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the City shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the City's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the City's written notice of determination. In the event an agreement is not reached at mediation or arbitration, either party may bring an action to have the disputed amount determined by a court of law.

(b) Any Franchise Fee payment due to the City as a result of the Franchise Fee review shall be paid to the City by Comcast within sixty (60) days from the date the City notifies Comcast of its final determination, or if the matter is submitted to mediation, litigation, or a court of law, within sixty (60) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment, provided however, that Comcast shall

not be compelled to pay a higher fine percentage under this Section than any other wired video service provider in the Franchise Area pursuant to any franchise, or other authorization, entered into subsequent to this Franchise Agreement. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars ($3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the municipality that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under this Section are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount. Equipment may be allocated at full retail price.

SECTION 7 SERVICES TO THE COMMUNITY

7.1 SERVICES TO MUNICIPAL FACILITIES

Upon written request, Comcast shall, at no charge to the City, provide one (1) complimentary standard installation and complimentary cable services as described herein below to all present and future public facilities including, but not limited to, the following: the City Building, police stations, fire companies, public works buildings, municipal owned and operated community facilities, water and sewer authorities, all public school buildings and public libraries ("Permitted Locations"), but shall not include buildings owned by the City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. Comcast shall maintain any complimentary courtesy Cable Service being provided to Permitted Locations as of the Effective Date.

(a) Upon request, Comcast shall provide or maintain, at no charge to the City, one (1) standard cable Drop, outlet, converter box (and any other required end user equipment) and Standard Cable level Services (or equivalent) package to each Permitted Location. No charge shall be made for standard installation, except that Comcast may charge for underground installation, installation beyond two hundred (200) feet from the cable plant, and/or for more than one (1) drop in each Permitted Location.

(b) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet the specific criteria set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such

complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall provide to the City, within one hundred eighty (180) days of a written request and as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. Such programming shall be non-commercial, except that it may include underwriting or sponsorships of the type that are typically displayed by the Public Broadcasting System. The City shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. Comcast shall not exercise editorial control over any EG Channel programming, except Comcast may refuse to transmit any program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. Comcast shall cablecast the activated EG Channel so that it may be received by all Comcast Subscribers in the City.

(b) Upon a written request to activate a PEG channel under Section 7.2(a), Comcast shall construct a direct fiber link, including equipment capable of transmitting video and audio between the PEG access video origination location and the Comcast headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the City. This fiber link and equipment shall be collectively known as the "Return Line."

(c) Any expenditure made in connection with the construction, maintenance, or relocation of the Return Line shall be at the expense of the City. The City and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all maintenance, equipment and EG support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(d) Comcast shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the City provides Comcast with access to such location and access to the EG Channel equipment within such location. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(e) The City or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The City and Comcast agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(f) In the event the City activates, but it or its designee does not program the EG Channel, Comcast may request the use of the channel subject to written approval by the City. If the City approves Comcast's use of an EG Channel and, subsequent to such approval, the City requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the City that it requires such channel for educational and/or governmental use.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the City has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement or demonstrate to the City that no violation has occurred. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the City in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to cure in the reasonable judgment of the City.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) and, in the City's judgment, Comcast has not taken reasonable steps to cure the violation, or if the City disagrees with Comcast's demonstration that no violation has occurred, then the City may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with Section 8.2.

(d) No violation shall be deemed to have occurred if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 1(m). Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with material terms of this Agreement may result in harm to the City and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against Comcast in the amount of One Hundred Dollars ($100.00) per day for each day a violation of a material term continues up to a maximum of Twelve Thousand Dollars ($12,000) per year, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). The City shall provide Comcast with written notice that it intends to elect the liquidated damages remedies set forth herein. Such damages shall be an exclusive remedy for the time period in which they are assessed, provider, however, they shall not be a substitute for specific performance by Comcast or legal action by the City once assessment ceases, but shall be in addition to such specific performance or legal action. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

(b) With respect to liquidated damages assessed pursuant to Section 8.2, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one material term.

(c) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The City may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the City in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) A revocation shall be declared only by a written decision of the City Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to

any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Delaware. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The City, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The City shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. Comcast may appeal such determination to an appropriate court.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the State of Delaware to ensure Comcast's faithful performance of its obligations imposed by this Agreement. The performance bond shall provide that the City may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the City for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2. The City shall give Comcast twenty (20) business days' notice of its intent to draw from the performance bond. The City may not draw from the performance bond while any action, appeal or other process has been instituted by Comcast to challenge the amount owed.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars ($25,000). In the event that a performance bond provided pursuant to the Agreement is not renewed or is cancelled, Comcast shall provide new security pursuant to this Section 8.4 within thirty (30) days of such cancellation or failure to renew.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Delaware and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars ($1,000,000).

(b) The City, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel or not renew any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5.

(d) Comcast shall deliver to the City Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the City.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The City shall give Comcast timely written notice of its obligation to indemnify and defend the City. The City agrees that it will cooperate with Comcast to avoid a default judgment and not prejudice Comcast's ability to defend the claim or action. The obligation to indemnify, defend, save and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the City determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the City. Comcast shall not indemnify the City for any claims resulting from acts of willful misconduct or negligence on the part of the City.

SECTION 9 MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The City shall have the right to either require Comcast to remove the property or remove the property itself and charge Comcast with the costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the City shall be sent to:

City of Seaford
414 High Street
Seaford, DE 19973
Attention: City Manager

The City may specify any change of address in writing to Comcast. Every notice to be served upon Comcast shall be sent to:

Comcast Cable
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770
Attention: Government Affairs Department

With copies to:

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the City. Each delivery to Comcast or the City shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service. Each delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of Delaware. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Delaware, County of Sussex, or in the United States District Court for the District of Delaware.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty (50%) of its equitable ownership in the Cable System without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the City of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The City shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The City shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the City and Comcast, nor any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any such rights of the City or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the City.

No course of dealing between Comcast and the City, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the City in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

(a) In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the City or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the City and Comcast.

(b) Should the federal government, State, or FCC require Comcast to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provision herein, the City and Comcast will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

9.12 COMPLIANCE WITH LAWS

All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State where the City is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein.

9.13 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the City and their respective successors and assigns. This Agreement is authorized by Ordinance No._____ dated _____, 2017 of the City Council.

WITNESS our hands and official seals to this Cable Franchise Agreement.

CITY OF SEAFORD

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF DELMARVA, LLC

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____

PH2
6-27-17

COMCAST
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770

April 28, 2017

The Honorable David C. Genshaw
Mayor, City of Seaford
414 High Street
PO Box 1100
Seaford, DE 19973

Dear Mayor Genshaw:

The purpose of this letter is to memorialize the agreement between Comcast of Delmarva, LLC ("Comcast") and the City of Seaford ("City") with respect to a grant to be provided to the City by Comcast pursuant to the renewal of the Comcast 2017 Cable Television Franchise Agreement ("Franchise Agreement").

In order to assist the City in supporting the community needs and interests of the Seaford community, Comcast shall provide a one-time monetary grant to the City ("Community Interest Grant"). This Community Interest Grant shall be in the amount of five thousand dollars ($5,000.00) and shall be paid to the City within sixty days (60) of the effective date of the Franchise Agreement. The Community Interest Grant shall not be offset against franchise fees paid to the City nor passed thru as a separate line item on customer bills.

We are pleased to make this contribution and we look forward to continuing to work together to support other important initiatives in the City. We appreciate the City's confirmation of the acceptance of this grant by signing below. Thank you.

Sincerely,

Donna Rattley Washington
Regional Vice President, Government Affairs & Regulatory Affairs

Agreed to and accepted by:
The City of Seaford

BY_____
Mayor David C. Genshaw
City of Seaford

Date: _____