

**LONDON GROVE TOWNSHIP**  
**CHESTER COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 194**

**AN ORDINANCE OF LONDON GROVE TOWNSHIP, CHESTER COUNTY,  
PENNSYLVANIA, AUTHORIZING EXECUTION OF A CABLE FRANCHISE  
AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF SOUTHEAST  
PENNSYLVANIA, LLC**

WHEREAS, pursuant to Title VI of the Communications Act of 1934, as amended, the regulations of the Federal Communications Commission and Pennsylvania Law, London Grove Township (hereinafter "Township") is authorized to grant and renew franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast of Southeast Pennsylvania, LLC ("Comcast") currently holds a cable franchise from the Township originally granted to Harron Cablevision of Pennsylvania, Inc., acquired by Comcast; and

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

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

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber cable service, encourage the maintenance of a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's rights-of-

ways as provided by federal law, preserve and/or maintain the use of an educational and/or governmental access channel, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees as set forth under the Cable Act, and meet the current and future cable-related needs of its residents; and

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

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all federal, state and local laws and regulations and Comcast has the financial, legal and technical ability to provide Cable Service to the Subscribers in the Township; and

WHEREAS, the Township, 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 Township and Comcast; and

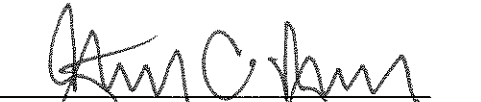
NOW THEREFORE, BE IT ENACTED AND ORDAINED, that the London Grove Township Board of Supervisors does hereby approve the cable franchise agreement with Comcast, attached hereto as Exhibit A, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

DULY ENACTED THIS 6<sup>th</sup> DAY OF May 2015 BY THE BOARD  
OF SUPERVISORS OF LONDON GROVE TOWNSHIP.

BY:

  
Richard Scott Harper, Chairman

Attest:

  
Steven C. Brown, Township Manager

SEAL

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**LONDON GROVE TOWNSHIP**

**AND**

**COMCAST OF SOUTHEAST PENNSYLVANIA, LLC.**

Exhibit "A"

## CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the \_\_\_\_ day of \_\_\_\_\_, A.D. 2015 (hereinafter referred to as the "Effective Date") by and between London Grove Township, a municipality located in Chester County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Southeast Pennsylvania, 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 Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township's jurisdiction; and

**WHEREAS**, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated April 7, 1999, originally granting a cable franchise to Harron Cablevision of Pennsylvania, Inc., acquired by Comcast; and

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

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

**WHEREAS**, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber cable service, encourage the maintenance of a technologically advanced Cable System, receive Franchise Fees for Comcast's use of the Township's rights-of-ways as provided by federal law, preserve and/or maintain the use of an educational and/or governmental access channel, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees as set forth under the Cable Act, and meet the current and future cable-related needs of its residents; and

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

**WHEREAS**, the Township 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 Comcast has the financial, legal and technical ability to provide Cable Service to Subscribers in the Township; and

**WHEREAS**, the Township, 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 Township and Comcast agree as follows:

## **SECTION 1** **DEFINITIONS**

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

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast, but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of the Cable System.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Educational or Governmental ("E/G") access channel.

(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 Township 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 a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's operation of its Cable System 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) Channel - An access channel that consists of local educational and/or governmental programming pursuant to Section 611 of the Cable Act.

(k) Effective Date - The last date upon which all authorized persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in another section herein.

(l) 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.

(m) FCC - Federal Communications Commission or successor governmental entity thereto.

(n) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks or threats of terrorism; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania 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, or qualified labor for which Comcast shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to non-compliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused. In addition to events that are reasonably beyond the ability of Comcast to anticipate or control, this provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles

on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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

(p) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and as required under Section 6.1 of this Agreement.

(q) 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 Township to provide Cable Services. Gross Revenues shall include, but are not limited to, the following cable-related services:

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



(25) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refundable deposits, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit. In the event of any dispute over the classification of revenue, the Township 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").

(r) HD or HDTV - Refers to the high definition format of video programming that is of higher resolution than standard-definition video.

(s) Leased Access or Commercial Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

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

(u) Normal Operating Conditions - Those service conditions 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.

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

(w) Public 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 Township. Public Right-of-Way shall also mean any easement now or hereafter held by the Township within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Comcast to the use thereof for the purposes of installing, operating, and maintaining the Comcast's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

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

(z) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video programming signals and 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 Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to own, 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 Township 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 the Franchise granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. This Franchise shall be automatically extended for an additional term of five (5) years unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least three (3) years before the expiration date of the then-current Franchise Agreement, whether it be the initial term or a subsequent extended term.

### **2.3 RENEWAL**

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act [47 U.S.C. §546], as amended.

### **2.4 NON-EXCLUSIVITY AND COMPETITIVE EQUITY**

(a) This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the authority of the Township to grant other Franchises to construct, operate or maintain a Cable System within the Franchise Area.

(b) If the Township grants a subsequent Franchise 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 Municipality agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township 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.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

## **2.6 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 local laws and regulations. This Franchise is further subject to all generally-applicable ordinances and resolution of the Township related to the enforcement of its police powers necessary for the safety and welfare of the public. Any amendment to the municipal code binding on Comcast shall be confined to changes which do not materially alter the rights and obligations of Comcast set forth under this Franchise Agreement. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

## **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 one-way and two-way Cable Services for all video programming services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all 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 Commonwealth of Pennsylvania and the generally applicable laws, ordinances, and construction standards of the Township.

(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) Comcast shall make Cable Service available to every 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 Township where there is a minimum of thirty (30) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest active trunk line. Comcast shall complete said extensions within six (6) months of written notification to Comcast by the Township 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 fifty (150) 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 fifty (150) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed Comcast's actual cost of installation from its main distribution system.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township 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 Township 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.

(d) In the event that public or private funds are made available to pay for the project, the Township shall notify Comcast so that it may apply for reimbursement from said public or private funds.

### **3.3 CABLE SYSTEM SPECIFICATIONS**

(a) The parties understand and agree that Comcast has designed, constructed and shall maintain a Cable System that has been built for analogue and

digital television signal transmission in accordance with FCC standards. The Cable System shall be capable of providing high definition television signals. The Township may not prohibit, condition, or restrict the use of any type of Subscriber equipment or any transmission technology.

(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 be responsible for insuring that its cable system is designed, installed, and operated in a manner that fully complies with the provisions of FCC Regulations, 47 C.F.R. § 76.601 *et seq.*

(b) Comcast shall conduct complete performance tests of its cable system at least twice each calendar year (at intervals not to exceed seven months), unless otherwise noted below. The performance tests shall be directed at determining the extent to which the system complies 47 C.F.R. §76.605 (a) and with all applicable technical standards set forth in Subpart K.

### **3.5 EMERGENCY ALERT SYSTEM**

Comcast shall comply with the Emergency Alert System requirements pursuant to the FCC adopted EAS rules for cable systems in Part 11, 47 C.F.R. 11.1, *et seq.*

### **3.6 RATE NON-DISCRIMINATION**

Pursuant to Section 623 (e) of the Cable Act, Comcast shall charge the same rates for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, gender, or marital, military or economic status, or physical or mental disability or geographic location within the Township. Nothing in this Section 3.6 shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;

(b) The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(c) The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial subscribers; or

(d) The establishment of reduced bulk rates for residential Subscribers residing in multiple dwelling units.

(e)

### **3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES**

Comcast shall comply with all applicable federal regulations, including Section 255 and Section 251(a)(2) of 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 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 Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(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 Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore 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 applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such 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 Township or any public utility serving the Township.

(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 Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) In requiring Comcast to repair, restore, or take other actions related to its facilities with regard to emergencies or public safety, the Township shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

### **3.9 SERVICE AREA MAPS**

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

### **3.10 DISCONNECTION AND RELOCATION**

(a) Comcast shall, at no cost to the Township, 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 Township 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 Township shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

### **3.11 EMERGENCY REMOVAL OF EQUIPMENT**

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right

to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(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 Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

### **3.12 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 only to extent necessary to maintain proper clearance of cable system facilities and ensure safety for workers and the general public.

(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 Township for permission in accordance with the municipal code, with the exception of Emergency situations as defined in Section 1(l), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

### **3.14 CHANNEL CAPACITY**

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

### **3.15 BROADCAST CHANNELS**

To the extent required by federal law, Comcast shall make available to all Subscribers with Basic Service -- or the equivalent most basic tier of Cable 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 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 access channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

### **3.16 PROGRAMMING CATEGORIES**

Comcast shall offer to Subscribers a diversity of Video Programming services in accordance with federal law and regulations.



### **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 service from Comcast provided their financial and other obligations to Comcast are honored. 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 within its control. 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.

### **3.19 PARENTAL CONTROL CAPABILITY**

Comcast shall provide Subscribers with the capability to control the reception of any video programming channel on the Cable System pursuant to Section 641 of the Cable Act.

## **SECTION 4** **SUBSCRIBER SERVICE STANDARDS**

### **4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY**

In accordance with FCC regulations [47 C.F.R. § 76.309] Comcast shall comply with the following:

(a) Comcast shall maintain a business office or customer service center that is conveniently located and shall be open during Normal Business Hours.

(b) Comcast shall provide and maintain a toll free or local 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 on 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 shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

#### **4.2 INSTALLATIONS AND SERVICE CALLS**

(a) 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 be required to prominently display the Comcast or "Xfinity" logo, or sufficient marking identifying it as a cable contractor.

(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, active 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, and then 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 Township 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 Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber.

(c) In accordance with federal law, Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

#### **4.4 BILLING**

(a) Bills shall be clear, concise and understandable. Bills must be itemized, with itemizations including, 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) Comcast shall provide the name, address, and telephone number of the Township to Subscribers on the monthly bill, unless the Township requests in writing that Comcast omit such information in accordance with 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 Township 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 Township 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.

(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 written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; 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; exhibits violent or

threatening behavior towards Comcast employees; or service or is engaged in theft of Cable Service.

#### **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 diligently 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 shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(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 consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

#### **4.8 PRIVACY**

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. 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. All references to privacy in this Section are subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, also known as the "USA PATRIOT ACT."

(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) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that Comcast may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner consistent with the federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain

any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) 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 Township, 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.

(e) 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.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, except where expressly permitted by law.

## **SECTION 5**

### **REGULATION BY THE TOWNSHIP**

#### **5.1 RIGHT TO INSPECT**

(a) The Township 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 of this Agreement. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that Comcast may organize the necessary books and records for appropriate access by the Township.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.1700 in the manner specified therein. Pursuant to this citation, copies of any material subject to inspection shall be available for reproduction upon request made in person by an authorized representative of the Township, provided the requesting party shall pay the reasonable cost of reproduction. Requests for machine copies shall be fulfilled at a location specified by Comcast, within a reasonable period of time, which in no event shall be longer than seven (7) days. Comcast is not required to honor requests made via postage service or electronic mail, but may do so if it chooses.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to

the Township or its designated representatives shall be treated as confidential so long as permitted to do so under applicable law. Representatives and/or agents and/or designees of the Township may be required to execute a non-disclosure agreement prior to the provision by Comcast of confidential information provided such representatives and/or agents and/or designees are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g., system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township 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 Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall notify Comcast of 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 Township 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 Township. Comcast shall be allowed thirty (30) days to come into compliance with any perceived compliance issue.

## **5.3 RESERVED AUTHORITY**

The Township 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 Township'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 Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Any resolution or ordinance amending the Township Code

binding on Comcast shall be confined to changes which do not materially alter the rights and obligations of Comcast under this Franchise Agreement. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

#### **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 Township 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 Township 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 Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals, or routine repairs maintenance that do 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 Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Comcast shall submit to the Township 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 Township and received during the previous 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 accordance with 47 C.F.R. § 76.1713, aggregate data based upon these complaints shall be made available for inspection by the Township, upon written request.

(b) Annual Financial Reports

Within thirty (30) days of a written request, Comcast shall submit to the Township 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 Township, 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 Township. Comcast shall provide copies of such documents no later than thirty (30) days after their written request.

**SECTION 6**  
**COMPENSATION TO THE TOWNSHIP**

**6.1 FRANCHISE FEES**

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The Township 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 Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within sixty (60) days from such written notice.

**6.2 QUARTERLY PAYMENTS**

Franchise Fee payments to the Township 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 calendar quarters 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 the last day of February (for the fourth quarter). Upon request and if mutually agreeable, Comcast shall deposit the franchise fee payments electronically into an account as designated by the Township. 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 an annual rate of three percent (3%) of the amount of franchise fee revenue due to the Township. The interest rate shall be added to the amount of Franchise Fee revenue due to the Township. 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 Township may have for additional sums payable under this Agreement.

### **6.3 QUARTERLY REPORTS**

Within ten (10) days of each Franchise Fee payment, Comcast shall submit a statement containing an accurate computation of Comcast's Gross Revenues received for Cable Services for each 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. Upon request and if mutually agreeable, Comcast shall deliver the report electronically to an e-mail address designated by the Township.

### **6.4 FRANCHISE FEE REVIEW**

The Township 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 Township 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 Township with copies of financial records related to the Franchise Fee review.

(a) In the event of an alleged underpayment, the Township 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 Township 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 Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township 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 Township's final determination, it may submit the dispute to mediation or arbitration in accordance with Section 9.7 below within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within sixty (60) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, 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. If Franchise Fees have been underpaid by five percent (5%) or more of the amount owed, then Comcast shall also pay up to two thousand dollars (\$2,000) of documented out-of-pocket costs of the Franchise Fee review.

## **6.5 BUNDLED SERVICES**

If Cable Services subject to the Franchise Fee required under this Section 6.5 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; provided, however, except it is expressly understood that Subscriber equipment may be subject to inclusion in the bundled price at full rate card value..

## **SECTION 7 SERVICES TO THE COMMUNITY**

### **7.1 SERVICES TO COMMUNITY FACILITIES**

Upon request, Comcast shall, at no charge to the Township, provide one (1) complimentary standard installation and complimentary services as described herein below to all present and future public facilities including, but not limited to, the following: the Township Building, police stations, fire companies, public works buildings, water and sewer authorities, all public and private school (K-12) buildings and public libraries ("Permitted Free Locations").

(a) Within three (3) months of the Effective Date and upon written request, Comcast shall provide or maintain 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 Free Location. No charge shall be made for standard installation, except that Comcast may charge for installation beyond one hundred twenty-five (125) feet from the cable plant and/or for more than one (1) drop in each Permitted Free 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 Free Locations.

## **7.2 EDUCATIONAL AND GOVERNMENTAL ("EG") ACCESS CHANNEL**

(a) Comcast shall provide to the Township, within one hundred eighty (180) days of a written request and as set forth herein, the use of one (1) dedicated Educational and Governmental ("E/G") 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. The Township 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 any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channel so that it is available to subscribers on a basic tier of cable service.

(b) To enable the Township to utilize the EG Channel, the Township shall select one (1) location within the Township boundaries and Comcast shall provide and install, within one hundred eighty (180) days of a written request by the cables, wires, lines, and other signal distribution equipment such that live and/or recorded programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line."

(c) Any expenditure made in connection with the construction and maintenance of the Return Line shall be at the expense of the Township. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all 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 Township 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 Township 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 access channel. The Township and Comcast agree to work cooperatively in implementing the EG access channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at its own cost and expense not to exceed seven thousand five hundred dollars (\$7,500), relocate the EG origination site and the associated Return Line one time during the term of this Agreement as follows: (i) the new location must be located within one hundred twenty-five (125) feet of Comcast's main active distribution line; (ii) Comcast's obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (iii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities. Comcast and the Township agree that the cost of maintaining such EG channels and Retune Line may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(g) In the event the Township or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the Township. If the Township approves Comcast's use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than ninety (90) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

### **7.3 EG CAPITAL GRANT**

Comcast shall provide the Township with a one-time monetary capital grant to be used in support of the production of local EG Channel programming or any other cable or technology-related purpose. The EG grant provided by Comcast shall be in the amount of seven thousand three hundred dollars (\$7,300.00). Such grant is to be paid to the Township within ninety (90) days of the Effective Date of this Agreement. Such grant shall not be offset against any Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

## **SECTION 8** **ENFORCEMENT, INSURANCE AND INDEMINIFICATION**

### **8.1 VIOLATIONS AND OPPORTUNITY TO CURE**

(a) If the Township 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. If the Township does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to Comcast, by certified mail. Comcast shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Township shall determine whether or not Comcast is in default of any provision of the Agreement and shall issue a written determination of its findings. In the event that the Township, after such hearings, determines that the Comcast remains in default, it may pursue liquidated damages in accordance with Section 8.2.

## **8.2 LIQUIDATED DAMAGES**

(a) Because Comcast's failure to comply with the material terms and conditions of this Agreement will result in harm to the Township and because it will be difficult to measure the extent of such harm, the Township may assess liquidated damages against Comcast in the amount of One Hundred Fifty Dollars (\$150) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast or legal action by the Township, but shall be in addition to such specific performance or legal action.

(b) 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 Township. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Township 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.

### **8.3 REVOCATION**

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to initiate revocation of the Franchise proceedings if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township 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) The foregoing shall not constitute a violation of a material term or condition 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 9.1. 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.

(c) A revocation shall be declared only by a written decision of the Township Board of Supervisors 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 Commonwealth of Pennsylvania. A complete verbatim record and transcript shall be made of such public hearing. 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.

(d) Following the public hearing, Comcast shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township, after a public hearing and upon finding the existence of grounds for revocation, may either (1.) determine whether a violation subject to revocation has occurred under this Agreement and declare this franchise terminated; or (2.) whether to excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds; or (3.) whether such violation has been cured by Comcast. The Township 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.

#### **8.4 PERFORMANCE BOND**

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date and 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 Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

#### **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 Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township 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 Township, 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 any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Comcast shall upon request by the Township deliver Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement.

## **8.6 INDEMNIFICATION**

Comcast shall indemnify, defend, save and hold harmless the Township, 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, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of Comcast. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection, or (b) within ten (10) days following service of legal process on Township or its designated agent of any action related to this subsection. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township 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 Township. Comcast shall not indemnify the Township for any claims resulting solely from acts of willful misconduct, breach(es) of obligation under the Franchise Agreement, or negligence on the part of the Township its elected and appointed officials, officers, agents, and employees.

## **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 Township or property owner may deem any property not removed as having been abandoned and the Township 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 Township 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 Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the Township's designee provided fair market value is paid to Comcast.

(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 Township shall be sent to:

Township of London Grove  
372 Rose Hill Road, Ste 100  
West Grove, PA 19390  
Attention: Township Manager

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

Comcast of Southeast Pennsylvania, LLC.  
5 Bellecor Drive  
New Castle, DE 19720  
Attention: Government Affairs Department

With copies to:

One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2838  
Attention: Government Affairs Department

AND

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 Township. Each delivery to Comcast or the Township 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 Commonwealth of Pennsylvania. 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 Pennsylvania, County of Chester, or in the United States District Court for the Eastern District of Pennsylvania.

#### **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 Township, 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 Township, 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 twenty-five percent (25%) of its equitable ownership in the Cable System without the prior written consent of the Township, 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 Township 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 Township 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 Township 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 Township 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 Township 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 SEPARABILITY**

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**

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

(b) No course of dealing between Comcast and the Township, 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 Township in contravention of such rights, except to the extent expressly waived by Comcast.

#### **9.11 CHANGE OF LAW**

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 Township 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 Township and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

#### **9.12 COMPLIANCE WITH LAWS**

Comcast shall comply with all federal and state laws and regulations.

#### **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 Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. 194 dated May 6<sup>th</sup>, A.D., 2015, of the Township Board of Supervisors.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

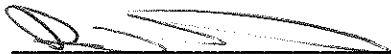
ATTEST:

TOWNSHIP OF LONDON GROVE

\_\_\_\_\_  
By:   
Name (Print): Richard Scott-Harper  
Title: Chairman  
Date: June 3, 2015

ATTEST:

COMCAST OF SOUTHEAST  
PENNSYLVANIA, LLC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:   
Title: Regional Senior Vice President  
Date: \_\_\_\_\_

Draft: 1/13/2015