

LOWER PROVIDENCE TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE NO. 661
(Duly Adopted September 5, 2019)

**AN ORDINANCE OF LOWER PROVIDENCE TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE
RENEWAL OF A NONEXCLUSIVE CABLE FRANCHISE AGREEMENT
WITH COMCAST OF SOUTHEAST PENNSYLVANIA, LLC, TO ALLOW
THE CONSTRUCTION, INSTALLATION, MAINTENANCE,
EXTENSION, AND OPERATION OF A CABLE COMMUNICATIONS
SYSTEM IN LOWER PROVIDENCE TOWNSHIP**

WHEREAS, Lower Providence Township has negotiated with Comcast of Southeast Pennsylvania, LLC. ("Comcast") for the renewal of the existing franchise agreement between Comcast and Lower Providence Township, in accordance with Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §521 et. seq.;

WHEREAS, Lower Providence Township and Comcast have reached agreement on the terms and conditions of said franchise; and

NOW, THEREFORE, the Board of Supervisors of Lower Providence Township, Montgomery County, Pennsylvania, hereby enacts and ordains as follows:

Section 1. The Lower Providence Township Board of Supervisors hereby authorizes the renewal of a Cable Franchise Agreement with Comcast of Southeast Pennsylvania, LLC, which agreement shall provide for the installation, maintenance, extension, and operation of a cable communications system, the specific terms of which, agreeable to both parties, shall be memorialized in the Agreement. The Agreement is attached hereto, incorporated herein, and marked Exhibit "A".

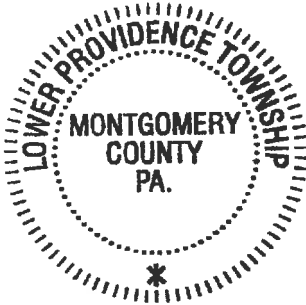
Section 2. If any sentence, clause, section or part of this ordinance is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 3. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.

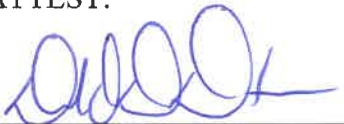
Section 4. This amendment shall be effective 5 days following adoption, as by law provided.

SO ENACTED AND ORDAINED this 5th day of September, 2019.

SO ORDAINED, at a duly convened meeting of the Board of Supervisors of Lower Providence Township conducted on this 5th day of September, 2019.



ATTEST:


Don D. Delamater, Township Manager

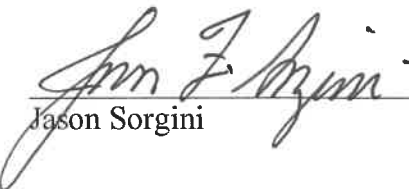
**LOWER PROVIDENCE TOWNSHIP
BOARD OF SUPERVISORS**


Peter MacFarland, Chair


Colleen Eckman, Vice Chairwoman


Patrick T. Duffy


Gary Neights


Jason Sorgini

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF LOWER PROVIDENCE

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 5th day of September, 2019 (hereinafter referred to as the "Effective Date") by and between the Township of Lower Providence, a municipality located in Montgomery County, Pennsylvania (hereinafter referred to as the ("Township")) and Comcast of Southeast Pennsylvania, LLC (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the "Cable Act"), 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 January 13, 1997, and amended December 18, 2003, granting a cable franchise to Comcast of Southeast Pennsylvania, LLC; and

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

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by 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 customer service, encourage the maintenance of a technologically-advanced Cable System, establish certain reporting requirements, obtain certain complimentary services, preserve the right to obtain and/or maintain the use of educational and governmental channels, receive franchise fees as provided by federal law, and provide for 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 Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and generally-applicable local laws and regulations; 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 person(s) and/or entity(ies) who own or control, are owned or controlled by, or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC, but does not include affiliated entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and any educational and/or governmental access channel.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) 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.

(e) Cable Service or 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.

(f) 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 (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) 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; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(g) 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.

(h) Complaint - Any written (including electronic mail) or credible oral communication by a Subscriber expressing dissatisfaction with Comcast's Cable Service that is within Comcast's control and requires a corrective measure on the part of Comcast.

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

(j) Educational and/or Governmental (EG) Channel -- An access channel in which the programming is educational and/or governmental in nature in accordance with Section 611 of the Cable Act.

(k) 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.

(l) FCC - Federal Communications Commission.

(m) Franchise - The right 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 in accordance with the Cable Act and applicable federal law.

(n) Gross Revenues - All revenue received directly or indirectly by Comcast or its Affiliated Entities attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). 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 Service;
- (4) fees charged to Subscribers for any optional, per-channel or per-program Cable Service;
- (5) revenue from the provision of any other Cable Service;

- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for Cable Service calls;
- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all subscriber equipment, including converters, remote control devices and digital video recorders ("DVRs");
- (12) any and all locally-derived advertising revenues;
- (13) revenues or commissions from locally-derived home shopping channels;
- (14) revenue derived from interactive Cable Service;
- (15) fees for any and all music services deemed to be a Cable Service;
- (16) fees for video-on-demand;
- (17) sales of hard-copy program guides;
- (18) late payment fees;
- (19) NSF check charges; and
- (20) Franchise fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, sales of capital assets, 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.

(o) 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.

(p) 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.

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

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

(r) 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, including property over which the Township has a sufficient easement or right-of-way, which are under the jurisdiction of the Township.

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

(t) Subscriber or Customer - A person or entity who contracts with Comcast for, and lawfully receives, Cable Services distributed by the Cable System, including persons or entities that receive Cable Service without charge and/or on a complimentary basis according to the terms and conditions of this Franchise Agreement.

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, authorizing and permitting Comcast to construct, operate, and maintain a Cable System in the Township's Public Rights-of-Way for the provision of Cable Services

Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the right 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 property and equipment as are necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, and other public places and rights-of-way under the jurisdiction of the Municipality, 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 this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on September 5, 2029, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 NON-EXCLUSIVITY

This franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise to construct, operate or maintain a Cable System within the Township or for any other purpose.

2.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce generally-applicable 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.

2.5 NO WAIVER OF RIGHTS

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.

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.

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW

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. In the event of a conflict between a Township cable-related ordinance and this Franchise, the Franchise shall control.

2.7 COMPETITIVE EQUITY

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

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township 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 provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, 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 good faith negotiations 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 promptly notify Comcast in writing of the submission of the application.

SECTION 3 COMPENSATION TO THE TOWNSHIP

3.1 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 ninety (90) days 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 ninety (90) days from such written notice.

3.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter and shall be due and payable within forty-five (45) days after the end of each of the first three calendar quarters and sixty (60) days after the close of the fourth quarter of the year. 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 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 the then-current prime rate (i.e., Wall Street Journal) 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.

3.3 QUARTERLY REPORTS

On a quarterly basis, Comcast shall also provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services in connection with the operation of Comcast's Cable System and a brief description showing the basis for 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 also be verified by a financial representative of Comcast.

3.4 AUDITS

No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Any such franchise fee review shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Upon written request, Comcast shall provide the Township with copies of financial records related to the franchise fee audit or review. Such records shall also be made available to the Township at the notice location for Comcast specified in Section 14.3 below.

(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 audit or 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 review or audit, 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 a mutually agreed upon mediator 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 within the required time period, the Township's final determination shall be binding on Comcast. If Comcast submits the matter to mediation and an agreement is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(b) Any franchise fee payment due to the Township as a result of the audit or 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 audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date in the amount of the then current bank prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If franchise fees have been underpaid by five (5%) percent or more, then Comcast shall pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the audit or review.

(c) Any audit shall be conducted by an independent third party. Any entity employed by the Township 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.

3.5 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.

3.6 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 in accordance with generally accepted accounting principles (GAAP), 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 except it is expressly understood that equipment may be subject to inclusion at full rate card value.

SECTION 4

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

4.1 AREA TO BE SERVED

(a) Cable Service shall be made 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 Township 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 end of the nearest active trunk line from which a usable cable service signal is technically available. 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 twenty-five (125) feet aerial distance of the cable plant 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 at a rate not to exceed Comcast's actual cost of installation from its main distribution system.

(c) The Township has the right to require that Comcast 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 all 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 not made available to pay for the project, Comcast may apply for reimbursement from said public or private funds. In the event that public or private funds are not made available to pay for the project, Comcast reserves the right to pass through such undergrounding costs in accordance with applicable law.

4.2 SERVICE TO MULTIPLE DWELLING UNITS

Comcast and the Township acknowledge and agree that installation and provision of Cable Service to multi-dwelling units (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 Communications Act of 1934, as amended, applicable FCC regulations, the Landlord Tenant Act of 1951, as amended and the applicable provisions of 68 P.S. §§ 250.501-B *et seq.*

4.3 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; provided, however, 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 maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

4.4 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 way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) 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 of its agents, 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 in as reasonably good a condition as before any such damage any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within thirty (30) business days.

(c) Comcast's operations, 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. Comcast's operation, construction, repair and maintenance 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 generally-applicable local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operations 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 operations, 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 also shall adhere to any additional undergrounding requirements which the Commonwealth may establish

in the future. Comcast shall also adhere to all requirements of the Pennsylvania Underground Utility Line Protection 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 Township, wherever situated or located, shall at all times be kept and maintained in a safe, non-hazardous and suitable condition and in good order and repair in accordance with customary industry standards and practices.

4.5 SYSTEM MONITORING

Comcast shall conduct periodic signal monitoring of the Cable System in accordance with applicable technical requirements of the FCC.

4.6 SERVICE AREA MAPS

Upon reasonable written request, Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area strand maps of the Township, on which shall be shown those areas in which its facilities exist. The strand 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 strand 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 reasonable written request by the Township, but shall not be required to provide such maps more than once annually.

4.7 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance written notice to arrange for such temporary wire changes. Comcast may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires. If the building to be moved is owned or operated by the Township, Comcast shall raise or lower its wires at no cost to the Township.

4.8 DISCONNECTION AND RELOCATION

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, public safety, street construction, change or establishment of street grade, sight distance visibility, or the construction of any public improvement or structure.

4.9 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.

4.10 TREE TRIMMING

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 be performed in accordance with generally applicable laws and regulations. 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 maintenance of its equipment, Comcast shall apply to the Township for permission in accordance with local regulations, with the exception of Emergency (as defined above) situations, and if such permission is granted, it shall perform such cutting and removal in accordance with the regulations of the Township.

4.11 NON-DISCRIMINATION

Comcast shall not discriminate between or among individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. § 541(a)(3) or based upon race or ethnicity.

SECTION 5
CABLE SYSTEM SPECIFICATIONS AND TECHNICAL REQUIREMENTS

5.1 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 digital television standards with a bandwidth no less than 750 MHz with addressable 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 5.2(a) below.

5.2 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 4.1 herein are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards. 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 the laws, ordinances and construction standards of the Commonwealth of Pennsylvania as well as 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.

5.3 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC in order that emergency messages may be distributed over the Cable System.

SECTION 6

CUSTOMER SERVICE STANDARDS

6.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) In accordance with applicable law, Customer service centers shall be conveniently located and shall be open during Normal Business Hours. Comcast shall provide and maintain a local or 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 customer 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.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer 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.

(c) Under Normal Operating Conditions, the customer 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 requirements above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Section 9 below, that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

6.2 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, to display a photo identification badge. Comcast shall require that any vehicle used for installation, operation or maintenance activities

by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or "XFINITY" logo and/or sufficient markings (such as a magnetic door sign) indicating that the contractor or agent is under contract to Comcast.

(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 distribution system.

(c) 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 customer.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer 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 customer.

(e) Comcast may not cancel an appointment with a customer 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 customer 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 customer.

6.3 NOTICES

(a) Comcast shall provide written or electronic notice to each Subscriber upon initial subscription, and once per calendar 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 customer 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.

(d) Comcast shall not charge Subscribers for any services that they have not affirmatively requested, provided that this Subsection shall not be construed to limit Comcast's right to restructure services or rates as permitted by applicable law.

6.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be itemized, with classifications of all applicable cable 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.

6.5 CUSTOMER COMPLAINT PROCEDURES

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

(a) Comcast shall provide the customer with a written response to a written Complaint within thirty (30) days of its receipt. 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 customer 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 6.5(a) above shall commence. If the Township notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 6.5(a) above.

(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 customer 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.

6.6 DISCONNECTION

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

(a) If at least twenty (20) 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 or service is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

6.7 CREDIT FOR SERVICE INTERRUPTIONS

Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours upon receipt of written or credible oral request, it 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.

6.8 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.

(b) Comcast shall be responsible for complying with such privacy policy and 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.

(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 Subscriber with a reasonable opportunity to correct any errors.

SECTION 7

SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

Comcast shall continue to provide, at no charge to the Township, one (1) complimentary standard installation and complimentary Cable Service as described herein below including the locations identified on Exhibit A and upon written request to newly designated public facilities provided such facilities are regularly-staffed by employees and not leased to third party entities including, but not limited to, the following: the Municipal Administration Building, police stations, fire companies, public works buildings, water and sewer authorities, all public and private school buildings and public libraries ("Permitted Free Locations"). No charge shall be made for standard installation within one hundred twenty-five (125) feet of the cable plant or service, except that Comcast may charge for installation or service for more than one (1) drop in Permitted Free Locations and may charge for installations beyond one hundred twenty-five (125) feet of the cable plant.

7.2 EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNEL

(a) The Grantee shall continue to make available one (1) Educational ("E") channel and/or one (1) Governmental ("G") channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The EG channels shall be used for non-commercial community

programming related to governmental and/or educational activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, and bringing education into the home. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channels and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over EG channel programming, subject to applicable law. Comcast shall offer EG channels to Subscribers on the lowest level of Digital Cable Service available during the term of the Agreement or as required by applicable law.

(b) To enable the Township and/or its designees to utilize the EG channels, the Township shall select, and Comcast shall continue to maintain the remote origination points currently located at 100 Parklane Drive Eagleville PA (Government Access) and 232 Level Rd, Collegeville, PA (Methacton High School - Education Access). Comcast shall continue to maintain these return lines and other necessary signal distribution equipment for the purpose of providing live or tape playback of cablecasts or other programming can be received from the selected locations 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". Comcast shall distribute the video signals for the EG channels in high quality resolution.

(c) 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 Municipality. 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 sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or government use.

(d) Any expenditure made in connection with the construction and maintenance of Return Lines shall be at the expense of the Township. The Township and Comcast further agree that any and all costs incurred by Comcast for supporting such EG channels, including any and all equipment, EG support grants, and maintenance and repair, 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.

(e) Comcast shall be responsible for maintaining the Return Lines to the video origination points, provided that the Township provides Comcast with access to those locations and access to the EG equipment within these

locations. 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 channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(f) The Township or its designee shall be responsible for programming the EG channels, 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 channels. The Township and Comcast agree to work cooperatively in implementing the EG channels through such means and in such a manner as shall be mutually satisfactory.

SECTION 8

REGULATION BY THE TOWNSHIP

8.1 RIGHT TO INSPECT

(a) The Township shall have the option, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 14.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

(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.

(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 by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the Township 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. 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.).

8.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Township or its representatives may conduct a full compliance review, including a possible public hearing, with respect to whether Comcast has complied with any given material term(s) and condition(s) of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is under review, so that Comcast may organize the necessary books and records for appropriate review by the Township. Comcast shall not be required to disclose information in violation with Section 8.1 herein above.

8.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act, and any other federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights or 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.

SECTION 9 REPORTING REQUIREMENTS

9.1 ANNUAL FINANCIAL REPORT

Comcast shall submit to the Township, no later than thirty (30) days after a written request, a financial statement including a statement of income, balance sheet and a statement of sources and applications of funds which shall be certified 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 a satisfactory compliance of this Section 9.1.

9.2 CUSTOMER COMPLAINT REPORT

Upon written request, Comcast shall submit to the Township, no later than thirty (30) days after such written request, a report showing the number of Complaints, that required a work order and/or service call, originating from the Township received during the previous twelve-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.

9.3 GOVERNMENT REPORTS

Upon written request, Comcast shall provide to the Township, no later than thirty (30) days after such 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 not claim confidential, privileged or proprietary rights to such documents unless such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in Section 8.1 (c) of this Agreement.

SECTION 10

FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

10.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast has violated any material provision of this Agreement, it shall notify Comcast in writing by certified mail of the nature of such violation, 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 thirty (30) 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 thirty (30) 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 10.1(b), the Township shall schedule a public hearing to provide Comcast with the opportunity to demonstrate that Comcast continues to take reasonable steps to cure. Within thirty (30) days after said public hearing, the Township shall determine whether or not Comcast is in default of any material provision of the Agreement and shall issue a written determination of its findings. If the violation has not been cured within the time allowed under Section 10.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages in accordance with Section 10.2 below.

10.2 LIQUIDATED DAMAGES

Because Comcast's failure to comply with provisions of this Agreement may result in injury 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 (\$150.00) per day for each day the material violation continues, provided Comcast has had an opportunity to cure in accordance with Section 10.1(b) *supra*. Such damages shall not be a substitute for specific performance by Comcast or legal action by the Township, but shall be in addition prior to such specific performance or action. 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 category.

(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 and twenty (120) days per violation, after

which the Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

(c) Nothing in this Section shall preclude the Township from exercising any other right or remedy with respect to a violation that continues past the time the Township ceases to assess liquidated damages for such breach.

10.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain during the Franchise term, at its sole cost and expense, a performance bond running to the Township with a surety company licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Township to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the 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 10.1 and 10.2 above.

(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.

10.4 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 revoke this franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in its 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 5.1 of this Agreement;

(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 14.1. 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 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. 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 Township, 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 Township shall issue such declaration and finding within thirty (30) days in a written decision which the Township shall send via certified or overnight mail to Comcast. Comcast may appeal such written determination to an appropriate court of competent jurisdiction.

SECTION 11

PROGRAMMING

11.1 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.

11.2 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: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; 2) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and 3) the Educational and Governmental access channel(s). All

such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

11.3 SIGNAL SCRAMBLING

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

11.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the Force Majeure provisions in Section 14 of this Agreement, 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. Under Normal Operating Conditions, when necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption.

11.5 PARENTAL CONTROL CAPABILITY

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to the Cable Act.

11.6 TIER BUY THROUGH PROHIBITION

Comcast shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Comcast has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 12 **LIABILITY AND INDEMNIFICATION**

12.1 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 associated equipment or facilities. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. 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 from acts of willful misconduct or negligence on the part of the Municipality.

12.2 INSURANCE

(a) Comcast shall maintain insurance throughout the term of this Agreement with an insurance company which 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 12.2.

(c) All insurance coverage shall be maintained throughout the period of this Agreement. Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conjunction with this Section 12.2. All expenses incurred for said insurance shall be at no cost to the Township.

(d) A certificate evidencing the insurance coverage required herein shall be provided by Comcast to the Township upon request by the Township

SECTION 13 **FRANCHISE TRANSFER AND RENEWAL**

13.1 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.

(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 Township.

(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 agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

13.2 RENEWAL

The Township and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal and state law.

SECTION 14 MISCELLANEOUS

14.1 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. The term "force majeure" as used herein shall have the following meaning: 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 of 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, and partial or entire failure of utilities.

14.2 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 denial of renewal 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 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.

(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.

14.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be mailed first class, postage prepaid or via overnight courier, or as allowed by applicable law or regulation to the addressees below:

Township of Lower Providence
100 Parklane Drive
Eagleville, PA 19403
Attention: Township Manager

The Township may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be mailed first class, postage prepaid or via overnight courier, or as allowed by applicable law or regulation to the addressees below:

Comcast
55 Industrial Drive
Ivyland, PA 18947
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
North East Division
676 Island Pond Rd
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.

14.4 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.

14.5 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.

14.6 GOVERNING LAW

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 Montgomery, or in the United States District Court for the Eastern District of Pennsylvania.

14.7 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 agreements or ordinances, or parts of agreements or ordinances that are in conflict with the provisions herein.

14.8 SEPARABILITY

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

14.9 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.

14.10 COMPLIANCE WITH LAWS

Comcast shall comply with all federal and state laws, and local rules and regulations of general applicability.

14.11 NO 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.

14.12 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. 661 dated September 5, A.D. 2019 of the Township Board of Supervisors.

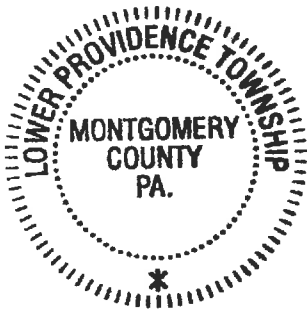
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WITNESS our hands and official seals, this Cable Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

ATTEST





ATTEST:

TOWNSHIP OF LOWER PROVIDENCE

By: 

Name (Print): Peter MacFarland

Title: Chairman, Board of Supervisors

Date: September 5, 2019

**COMCAST OF SOUTHEAST
PENNSYLVANIA, LLC**

By: _____

Name: James F. Samaha

Title: Regional Senior Vice President

Date: _____