

**FRANCHISE AGREEMENT**

**BETWEEN**

**THE TOWN OF ELSMERE, DELAWARE**

**AND**

**COMCAST OF NEW CASTLE COUNTY, LLC**

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## FRANCHISE AGREEMENT

This Agreement, made and entered into on the Effective Date (as defined herein), by and between the Town of Elsmere, Delaware, a municipal corporation (hereinafter referred to as "Town") and Comcast of New Castle County, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Comcast" or "Franchisee") with its principal place of business at 5 Bellecor Drive, New Castle, DE 19720.

WHEREAS, the Town is authorized under the Cable Communications Policy Act of 1984 ("Cable Act") to grant one or more non-exclusive franchises for the construction, reconstruction, operation and maintenance of a cable system within the Town; and

WHEREAS, Comcast has asked the Town to renew its non-exclusive franchise to construct, install, maintain, and operate a cable system in the Town; and

WHEREAS, the Town and Comcast have reached agreement on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

### **1. Grant of Franchise.**

A. Grant Generally. Comcast is hereby granted for itself and its duly approved (as provided herein) successors and assigns, subject to the terms and conditions of this franchise agreement and the ordinance granting this franchise, the non-exclusive right, privilege and authority to construct, operate, maintain and reconstruct a Cable System for the provision of Cable Service within the streets, alleys and public rights-of-way of the Town. This grant is for Cable Service. The terms "Cable Service" and "Cable System" are defined as those terms are defined in 47 U.S.C. § 522(6) and 47 U.S.C. § 522(7) as of the Effective Date of this Agreement.

B. Condition of Grant. The grant of this non-exclusive franchise is expressly conditioned on the operation and maintenance of the current Cable System for the limited purpose of providing Cable Services within the Town of Elsmere.

C. Acceptance of Grant. Comcast accepts the grant of the franchise and acknowledges and accepts the Town's right to grant the franchise, to enter into this agreement, and agrees that the franchise was granted pursuant to processes and procedures consistent with applicable law and that it will not raise any claim to the contrary or claim that at the time of acceptance any term herein was void.

D. Rights-of-Way. For the purpose of operating and maintaining a Cable System in the Town, Comcast may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under or upon, across and along the public rights-of-way within the Town such wires, cables, conductors, ducts, conduits, walls, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and pertinent to the operation of a Cable System in conformance with this agreement. None of the foregoing shall be erected or installed in any manner which conflicts with existing law. Prior to any construction, relocation or alteration -- including the construction of a hub or studio on Town-owned property or rights-of-way -- and in accordance with the generally applicable provisions of the Town Code, Comcast shall file plans with all appropriate Town or other governmental agencies and shall receive written approval before proceeding. Notwithstanding the requirements herein, Comcast shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System that does not disturb the surface of the grade or impede or impact vehicular traffic.



E. Effective Date of Franchise. The Effective Date of the franchise granted herein shall be the date on which the Town Council adopts and the Mayor signs an ordinance granting a franchise based on this agreement, as executed by the parties. Immediately upon the taking effect of this franchise agreement, the prior franchise -- Ordinance No. 246 of 1989 -- shall be superseded and have no further force and effect; provided, however, that any vested Comcast rights relating to billings and the Town's rights to receive accrued and unpaid franchise fees for any period prior to the Effective Date shall not be affected thereby.

F. Term. The term of the franchise shall extend ten (10) years or until 11:59 p.m. on December 15, 2025 unless sooner terminated as hereinafter provided, at which time it shall expire and be of no further force or effect.

G. Franchise Non-Exclusive. This franchise shall not be construed as any limitation upon the right of the Town to grant to other persons rights, privileges or authorities similar to the rights, privileges and authorities herein set forth, in the same streets, alleys or other public ways or public places. The Town specifically reserves the right to grant at any time during the term of this agreement or renewal thereof, if any, such additional franchises for a Cable System as it deems appropriate. If the Town grants a franchise or similar authorization to another service provider, Comcast may make a written request that the Town modify the material terms of this Franchise to provide substantially the same terms and conditions as are applicable to the new service provider within sixty (60) days after Comcast's written request. Material terms shall include: Governmental Channel, Governmental Channel Support and Return feed line, franchise fees, customer service obligations, build-out and service obligations. Differences in financial terms may be evaluated on a per subscriber basis in determining whether there is a material difference in obligations.

**2. Service Area.**

A. Town Wide Service. Comcast agrees to maintain its current system in good operating condition and to offer Cable Service to all residential dwellings in the Town that meet the Line Extension Formula defined in Section 2. B., herein below.

B. Line Extension Formula. Comcast shall offer Cable Service to any new residential subscribers within the initial franchise area and any additional area annexed to the Town where there are at least thirty five (35) residences per proposed linear mile of active signal cable plant as measured from the nearest active trunk or feeder line. Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. Further, in other areas with less than thirty five (35) residences per proposed linear mile of cable plant, or in excess of one hundred twenty-five (125) feet aerial distance, or requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed Comcast's actual cost of line extension or installation from its main distribution system.

C. In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give Comcast sixty (60) days written notice of the particular date on which open trenching will be available for Comcast installation of cable, conduit, pedestals and/or vaults, and laterals. Costs of trenching and easements required to bring service to the residential development shall be borne by the developer or property owner, except that, if Comcast fails to install its conduit, pedestals and/or vaults and laterals within ten (10) days of the date the trenches are available, as designated in prior written notice given by the developer or property owner, then should the trenches be closed after the ten (10) day period, the cost of new trenching is to be borne by Comcast.

D. Service to Institutions. Comcast will continue to provide one (1) free cable Drop to all Town occupied buildings and facilities and public, private and parochial (K-12) schools listed in Exhibit A that currently have Drops, and shall extend service on the same terms and conditions to additional such locations that are within one hundred twenty-five (125) feet from the existing, active signal cable plant, including facilities constructed in the future that meet the criteria of schools or "Town Buildings." Town Buildings are those buildings owned or leased by the Town for municipal government administrative purposes, and shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. Upon written request, Comcast will provide free of charge: the basic service at each Drop, including the Government Access Channel, plus no more than three (3) converter boxes to the Town and no more than three (3) converter boxes to each school. The Town will allocate the converter boxes amongst the Town's Comcast accounts. Unless covered by 2. D. (1) below, all cable Drops to the schools and public buildings shall be at Comcast's expense, but distribution of the system within these buildings shall be at the expense of the schools or responsible public agency.

1. For any Institution located in excess of one hundred twenty-five (125) feet aerial distance, or which requires an underground installation, Comcast shall extend Cable Service to that Institution upon the payment of an amount not to exceed Comcast's actual cost of line extension or installation from the nearest active signal cable feeder line.

### 3. **Construction.**

A. Generally. Subject to the Town's regulations and applicable law, Comcast may perform all construction necessary for the operations of its Cable System, provided that it obtains

the necessary generally-applicable permits and permissions from the Town. 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.

B. Use of Streets. Without limiting obligations under the Town code:

1. The Franchise grants no rights to Comcast to place or to maintain its system at particular locations within the rights-of-way; its uses are subordinate to use by the Town and by the public for transit, and may not interfere with the same.
2. Comcast's work in the right-of-way shall not be at the Town's expense, except where a statute specifically requires reimbursement.
3. Whenever an action by Comcast creates a hazard to persons or to property, the Town may cause the hazard to be corrected, or take other action to mitigate the hazard and charge Comcast without the notice and opportunity to cure that may otherwise be required. The Town must make reasonable efforts to notify Comcast of the hazard or to limit Comcast's obligations under this section.
4. Nothing in this Agreement shall hinder the Town's right to perform or carry on any public works or public improvements. Should Comcast's system in any way interfere with such public works or public improvements, Comcast shall at its own expense protect or relocate its system, or part thereof, as reasonably directed by the Town. In the event all other public service providers in the public way (telephone, gas, electric utilities, etc.) are required relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Comcast shall relocate its aerial facilities underground contemporaneously with such utilities; provided, however, that such underground locations are

capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast's relocation costs shall be included in any computation of necessary project funding by the Town or private parties to the extent the Town or private parties elect to pursue such funding. Comcast shall be entitled to reimbursement of an equitable portion of its relocation costs from Town or private funds raised for the project if such funds are made available to other users of the public way. In the event that project funding and/or reimbursement of costs are not made available to the parties as part of an undergrounding project and Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. 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.

**4. Design Capacity.**

A. Cable System. The parties understand and agree that Comcast shall provide and maintain a Cable System with two-way capability and minimum bandwidth capacity of 750 MHz. The Cable System shall meet or exceed any and all applicable technical performance standards of the Federal Communications Commission ("FCC"), the National Electrical Safety Code, the National Electric Code, and any applicable federal and state and local safety laws and regulations of general applicability. Comcast shall regularly inspect the system and test its electronic integrity and accuracy in accordance with applicable FCC standards. The Town may observe all such tests and Comcast will share all test reports with the Town, upon written request Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System for the purpose of providing Cable Service at any time during the term of the Franchise 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.

B. Emergency Alert. Comcast shall comply with all state and federal EAS guidelines, in accordance with Emergency Alert System requirements of the FCC, 47 C.F.R. Part 11, FCC Rules and Regulations.

C. Standby Power. 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.

D. Converters. Comcast shall make available Subscriber equipment necessary to receive cable services in a manner and at rates in compliance with applicable federal law.

E. Parental Control Devices. Pursuant to Section 624 of the Cable Act [47 U.S.C. § 544], Comcast shall offer to any subscriber who so requests a parental control device or other means enabling the subscriber to lock out the video portion of any channel transmitted by Comcast and received by the subscriber.

F. Minimum Interference. Comcast shall use every reasonable effort to install and locate all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners and at all times to keep and maintain such equipment in a safe and adequate condition. Comcast's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and generally-applicable local laws and regulations.

G. Technical Standards. The Cable System shall be installed, maintained, and operated in conformance with all applicable FCC rules and regulations.

**5. Service and Programming.**

A. Service. Comcast will offer Cable Services over the Cable System to all subscribers on a continuous, uninterrupted basis throughout the term of this Agreement.

B. Programming. Comcast will provide a wide range and assortment of programming services serving a variety of community needs and interests in accordance with the Cable Act.

**6. Governmental Access Channel.**

A. Comcast shall continue to reserve one (1) channel for Governmental Access.

B. Within sixty (60) days of the Effective Date of this franchise, Comcast will provide the Town with a one-time payment of Eight Thousand and Five Hundred Dollars (\$8,500) in Government Access capital funding purposes to be spent in the sole discretion of the Town.

1. Upon reasonable request of the Town, Comcast personnel will be available to the Town to provide best practices insights for equipment purchases and Government Access channel programming formats. All parties acknowledge that such recommendations are made at the request of the Town and shall not constitute editorial control as that term is defined in 47 U.S.C. § 531.

C. In the event the Town decides to relocate the Government Access origination point or add additional Government Access origination points, such Government Access origination points shall be paid for in advance by the Town at Comcast's actual cost of construction.

D. At Comcast's sole cost and expense, upon written request, the Company shall provide a "Return Line" including the modulator or equivalent device and all necessary



equipment to feed audio and video signals directly over the Cable System in the Service Area from one (1) locations: in the Town Hall. It shall be the responsibility of the Town government to pay the cost for production equipment or extension of the Return Line to more than one (1) location within a given building and for any move of the connection point to this line after it is initially installed. The Town and Comcast further agree that all costs incurred by Comcast for supporting such access channel, including any and all equipment and capital 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.

E. As referenced in subsection D. hereinabove, Comcast shall provide a video return line from the designated origination source of the non-commercial governmental programming at no cost to the Town. After the original return line is established, in the event the Town decides to relocate the governmental programming access point, such return feeds shall be paid for in advance by the Town at Comcast's actual cost of construction.

F. Comcast may not change the channel number of the Governmental Access channel without providing the Town a minimum of forty-five (45) days' advance notice. Comcast shall provide the affected programmer of each channel noticed for a number change with a reimbursement of up to \$2,500 for rebranding costs. Comcast shall also provide notice of the change to all subscribers by way of a message at least once in a monthly subscriber bill and use its best efforts, subject to cost and technical feasibility, to further notify customers of the channel change by appropriate means such as direct subscriber mailing, channel crawl, or other means. In accordance with applicable law, Comcast shall notify Subscribers and the Town in writing of any changes in commercial channel positions, rates, or video programming services a minimum of thirty (30) days in advance of such changes provided that such change is within the



control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Delaware or the Town on the transaction between Comcast and the Subscriber.

G. Comcast agrees that it will deliver any Government Access channel (the "Access Channel") to customers in a manner that meets or exceeds FCC standards, without substantial degradation of signal quality. The signal will have the same or better signal quality and customer channel selection accessibility consistent other channels on Comcast's commercial channel lineup. Comcast shall deliver the Access Channel signals to customers 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. Comcast shall not be responsible for the level of technical signal quality of programming produced by any Governmental Access channel programmer.

H. The Government Access Channel shall be available on the basic service tier, or equivalent lowest offering of cable service if there is no basic service tier. The Government Access Channels shall be available to every customer without any charges beyond those that the customer incurs in subscribing to basic service or equivalent level of service.

I. Program Guide. If Comcast, or its programming guide company, is able to implement a technical solution that would allow information regarding the Access Channel's programming to be carried on the Cable System's programming guide without interfering with other communities' access channels or programming information, Comcast has no objections to

the Town or its designated operator requesting that Comcast or the programming guide company make the Town's content descriptions available to viewers.

**7. Maintenance of System.**

A. Condition of Wires. Comcast shall maintain all wires, conduits, cables and other real and personal property and facilities in good condition, order and repair in accordance with applicable FCC and industry standards.

B. Maps. Comcast shall prepare and make available as-built maps of the entire Cable System to the Town showing clearly thereon all areas served by Comcast where its facilities exist, provided that Comcast may label any confidential materials accordingly, and the Town will protect the confidentiality of the materials in accordance with law. No more than once per year Comcast shall provide the Town with updated maps within thirty (30) days upon written request.

C. Code Compliance. Comcast shall comply with any and all FCC, and State and generally applicable local rules and regulations governing the construction and maintenance of its Cable System. Technical performance standards of its Cable System shall be in accordance with applicable FCC standards.

D. Relocation. In the event of the relocation, construction, reconstruction, maintenance or repair by the Town of any of its facilities or services now owned or hereafter acquired (including, but not limited to, any street, alley, sewer, water main, electric line, fire alarm, police communication, civil defense system or other communication, or traffic control facility or any part thereof), or in the event that access to any street, alley or other public place to or from any property of the Town is required, and it is necessary to move, alter or relocate, either permanently or temporarily, any of Comcast's property or part thereof on public property, public rights-of-way or public easements (including, but not limited to, posts, poles, wires, manholes,

ducts, cables, conduits, electrical conductors, fixtures, appliances and appurtenances), in order for the Town to relocate, construct, reconstruct, maintain or, repair any such facility, sewer, street, alley or other public place or any such sewer, electric line, water main, fire alarm, police communication, civil defense system, traffic control or other facility, or any part thereof, or to obtain access to or from such property, upon sixty (60) days' written notice from the Town, Comcast will move, relocate, or otherwise alter any such property or part thereof, at its own cost and expense; and should Comcast fail, refuse or neglect to comply with such notice, such property or part thereof may be removed, altered or relocated by the Town at the sole cost of Comcast, and the Town shall not be liable to Comcast for damages resulting from such removal, alteration or relocation. Comcast agrees, as a condition of this Agreement, that it will do everything reasonably necessary, in a timely manner, to prevent any delays in construction projects of the Town. To the extent other users of the public rights of way are reimbursed for relocation expenses, Comcast shall be entitled to an equitable portion of such reimbursement.

E. Fire Disaster or Other Emergency. If, at any time in case of fire, disaster, or other emergency, it shall appear necessary in the reasonable judgment of the Town to cut, move or otherwise interfere with any of the wires, cables, amplifiers, appliances or appurtenances thereto of Comcast, the Town shall not be liable for any damage to such property and equipment of Comcast as a result of such cutting, moving or interfering. Town shall notify Comcast as soon as possible of any such action. In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Town shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated public service entity.

F. Existing Facilities. Comcast shall make every reasonable effort to utilize existing poles, conduits and other facilities whenever possible, by negotiating agreements with the public

service companies owning such facilities and shall not construct or install any new, different or additional poles, conduits or other facilities, whether on public property or on privately owned property, unless it has explored all reasonable alternatives and it is unable to obtain permission to use existing facilities at reasonable costs or unless there are no existing facilities.

**8. Consumer Services and Rights.**

Comcast shall comply with all applicable customer service requirements in the FCC's rules. In addition, Comcast commits to the following:

A. Notices. Comcast shall provide written 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 and any converters;
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. Customer complaint; response; repair. Comcast shall comply with the following:

1. Telephone Procedures. Comcast shall provide a toll-free number and employ sufficient telephone lines and operators to handle incoming customer service calls. 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.

2. Telephone Response Time. Should the response time to incoming calls by Comcast result in a historical record of complaints which indicate a clear failure to comply and the Comcast response time falls below the standard in the FCC's rules as measured on a quarterly basis, Comcast agrees to take appropriate measures to restore telephone response time to the above standard [see 47 C.F.R. § 76.309].

C. Repair Response. Comcast agrees to respond to all Cable Service repair requests in as expeditious a manner as possible. If Comcast's record of repairs falls below the FCC standard, Comcast agrees to take appropriate measures to restore its repair service level to the above standard.

D. Refunds for Outages. The Cable System shall be designed for operation twenty-four (24) hours per day. Under Normal Operating Conditions, Comcast shall upon written or credible oral request issue credit to its subscribers for outages of more than six (6) continuous hours and for outages. Refunds given in accordance with the provisions of this paragraph shall be on 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. No refund shall be required where the outage is a result of misuse of equipment by the subscriber, defective equipment not provided by Comcast, or where Comcast is denied access to the subscriber's premises.

E. Continuity of Service. Subscribers are entitled to receive all available Cable Services insofar as their financial and other obligations to Comcast are honored subject to the

Force Majeure provisions in Section 17 of this Agreement. Franchisee retains the right to deny service to any customer who violates franchisee's service policies including signal theft, equipment tampering, employee safety or threats to safety, harassment, or other reasonable cause.

**9. Equal Employment Opportunity and Affirmative Action.**

Comcast will abide by all the provisions under federal and state law governing unfair discrimination in employment practices or sales of its product and services in Town.

**10. Privacy.**

A. Compliance With Existing Law. Comcast shall construct, install, maintain and operate its Cable System so as to meet all of the requirements of subscriber privacy outlined in the Cable Communications Policy Act of 1984 and in all other applicable Federal and State rules and regulations.

B. Privacy Information. Comcast shall provide new subscribers with a copy of its privacy policy at least once per year and provide all existing subscribers with a copy of its privacy policy as required under the Cable Communications Policy Act of 1984.

C. Request for Information. In accordance with applicable law, Comcast shall within thirty (30) days of a receipt of a written request from a subscriber, make available to such subscriber the information collected or maintained by it with respect to such subscriber. Furthermore, Comcast shall permit its subscribers to correct any inaccurate information collected about them. Comcast shall produce the information requested by the Subscriber in the manner as it is maintained in the ordinary course of business. Coded information shall be provided with a key or explanation converting symbols into a form that is reasonably comprehensible.

**11. Franchise Renewal.**

This Franchise may be renewed upon agreement of the parties and upon a determination

by vote of the Town Council, following public hearings, in accordance with the renewal standards set forth in Section 626 of the Cable Act. In the event of non-renewal or termination of the franchise and the Town acquires ownership of or effects a transfer of ownership of the Cable System, any such acquisition or transfer shall in accordance with applicable Federal Law, in particular Section 627 of the Cable Act and subject to the provisions of Section 621 (b) of the same statute.

**12. Reports and Records.**

A. Annual Report. During the term of this Agreement, upon written request by the Town, Comcast shall submit the following information:

1. 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 ("GAAP");
2. An annual financial statement for the Town of franchise fees paid, if not provided in conjunction with the Town's quarterly franchise fee statement;
3. A list of Comcast's officers, members of its Board of Directors, and corporate governance; and
4. Submission by Comcast of the most recent U.S. Securities and Exchange Commission (SEC) Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section 12.A.

B. Technical Reports. Upon written request, Comcast shall submit to the Town a report which shall demonstrate that its Cable System is designed, installed, and operated in a manner that fully complies with applicable FCC technical standards and reports, Subpart K, 47 C.F.R. §§ 76.601 *et seq.*, as amended.



C. Corporate Annual Reports. A copy of the most recent corporate annual report of Comcast Corporation shall be submitted to the Town upon written request within thirty (30) days.

D. Billings. Comcast shall maintain fiscal and financial data sufficient to accurately reflect all its customer billings. This material shall be kept and maintained in accordance with generally accepted accounting principles. Such records shall be retained for a twelve (12) month period and may be inspected by the Town upon reasonable written request during such period subject to the privacy provisions of § 631 of the Cable Act.

E. Upon written request and not more than once a year, unscheduled outage repair summaries will be prepared and submitted to the Town and the Town may inspect repair logs not more than once a year upon reasonable written request.

F. Upon written request and not more than once a year, Comcast shall submit to the Town copies of pleadings, applications, reports and other documents reasonably requested by the Town which have been filed with any federal, state or regulatory agency or government body if such documents relate specifically to the operation of Comcast's Cable System within the Town.

G. Open Books and Records. Upon twenty (20) business day's prior written request, the Town shall have the right to inspect at any time during normal business hours at the local cable system office all books, maps, financial statements that relate to the franchise fee, service complaint logs, and applicable performance test results that relate directly with the terms of this franchise, subject to appropriate confidentiality and non-disclosure requirements and applicable privacy restrictions. Notwithstanding anything to the contrary set forth herein, all confidential information received by the Town or its designated representatives and designated as proprietary or confidential in nature by the Franchisee shall remain confidential insofar as permitted by the



Delaware Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code, and other applicable state and federal law. Representatives and/or agents and/or designees of the Town 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 Town. The Town 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 Municipal employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Town acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Town 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.).

**13. Indemnity and Insurance.**

A. Indemnification. Comcast agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents and employees acting in their official capacities from any and all liability to property or to persons (including death) from any and all claims, demands, actions, judgment, costs, expenses and liabilities of every kind and nature which may or could arise or result, directly or indirectly, from the construction, installation, upgrade, reconstruction, operation, or removal, maintenance and use of any and all wires and equipment,

that are the property of Comcast, the acts of Comcast's officers, employees or agents, in the operation of this franchise, excluding claims arising out of or relating to programming produced or provided by the Town or its designees. The Town shall give Comcast timely written notice of its obligation to indemnify and defend the Town. Comcast shall not indemnify the Town, its elected and appointed officials, officers, agents or employees for any claims resulting solely from acts of willful misconduct or negligence on the part of the Town, its elected and appointed officials, officers, agents or employees.

B. Insurance. Comcast shall maintain insurance, at its cost, against liability due to damage to property in a sum not less than \$500,000.00 as to any one accident and subject to this limit per accident, an aggregate of \$1,000,000.00 during the policy year, and against liability due to injury to or death of persons, \$1,000,000.00 as to any one person and \$5,000,000.00 as to any one accident. Comcast shall also carry such insurance as will protect it from all claims under any workmen's compensation laws in effect that may be applicable to any period. To the extent permitted Comcast under its agreement with any other utility, Comcast may satisfy the requirement of this paragraph by making the Town an additional insured thereunder and providing a certificate of insurance to the Town within thirty (30) days of the Effective Date. Failure to carry such insurance in the required amounts may, at the discretion of the Town, result in termination of the rights granted by this franchise provided that the Town shall provide Comcast with notice of such default and provide Comcast with a reasonable opportunity to cure such default in accordance with Section 20 of this Agreement. Should the Town of Elsmere be sued for damages for injury to persons or property caused by the activities of Comcast, its agents, employees, servants or independent contractors, Comcast shall be notified of such suit by the Town in a timely manner that avoids entry of a default judgment and does not prejudice the

Comcast's ability to defend the claim or action, and it shall be the duty of Comcast to defend or settle such suit; and further if such judgment be entered against the Town in any such case, the Town shall recover the amount thereof with costs including its reasonable attorney's fees from Comcast. The record of judgment against the Town in any such cases shall be conclusive evidence entitling the Town to so recover against Comcast.

**14. Performance Bond.**

At all times during the term of the franchise, Comcast shall maintain and keep in force and effect a performance bond or an irrevocable letter of credit or some other means of assurance satisfactory to the Town which shall serve as a performance guarantee or bond, and as security for the performance and discharge of its obligations under this franchise agreement. Said guarantee shall be issued by an insurance company, bank or other entity approved by the Town and shall be conditioned upon the faithful performance of all terms of this agreement and the law, and shall specify that in the event Comcast has failed to faithfully perform or is in default under any of its obligations, then, in such event, the obligor shall reimburse the Town such funds as are necessary to pay damages incurred by the Town or otherwise meet the obligations of this agreement and the law. The performance bond or letter of credit shall be in the amount of not less than twenty-five thousand dollars (\$25,000) for the duration of the franchise agreement. Failure to establish and maintain at the full amount the letter of credit or performance bond shall constitute a material breach of this agreement.

**15. Payment of Fees and Costs.**

A. Franchise Fee. Following the issuance and acceptance of the franchise, Comcast shall pay to the Town a franchise fee an amount equal to five percent (5%) of all gross revenues, derived by Comcast from the operation of the Cable System to provide Cable Services within the

Town of Elsmere for each 12-month period thereafter and without credit for taxes or fees paid to the State. Gross revenues shall include:

1. Any and all cash, credits, property, or other consideration of any kind or nature that constitute revenue as determined in accordance with generally accepted accounting principles [GAAP] and that arise from or are attributable to, or in any way derived directly or indirectly by Comcast from, the operation of the Cable System to provide Cable Service [except as hereinafter specifically excluded]. Gross Revenues shall include all items permitted to be included in gross revenues for the calculation of franchise fees under applicable law, including, without limitation:

- a. Any fees collected from Subscribers for Cable Service, including expanded services and premium services, pay-per-view service and, other per-channel or per-program service;
- b. Installation, disconnection, reconnection, and change-in-service fees;
- c. Fees for rental or sale of converters, remote controls, or other subscriber equipment;
- d. Late fees and administrative fees collected by the Grantee, including any fees passed on to and collected from subscribers such as cable franchise fees and FCC regulatory fees;
- e. Fees from programmers for leased access programming;
- f. Local, regional and national advertising revenues attributable on a pro rata basis to the Cable System; and

- g. Revenues for sales of any products or services on the Cable System, such as "home shopping" or a similar channel.

Revenues which are not directly attributable to specific customers, such as advertising revenue and home shopping commissions, shall be allocated to systems and jurisdictions on a per Subscriber basis measured in a consistent manner from period-to-period. To that extent, said revenue amounts shall be calculated on a pro rata basis by the dividing the total number of subscribers within the Town to the total number of Subscribers in the Cable System area that includes the Town.

2. Gross Revenues does not include:

- a. Any taxes on services furnished by Grantee that are imposed directly on any Subscriber by The Town or another governmental unit and that are collected by the Grantee on behalf of said governmental unit. A franchise fee is not such a tax.
- b. Any receipts written off as uncollectable (*i.e.*, "bad debt"), provided, however, that all or any part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected, provided the Grantee maintains its books consistently, year to year, in accordance with generally accepted accounting principles.
- c. Gross Revenues shall not include revenue derived from investment income, refundable deposits, sales of capital equipment or assets, program launch fees, or any forgone revenue that Comcast chooses not to receive in exchange for its provision of free or reduced cost

cable or other communications services to any Person, including without limitation, employees of Comcast and public institutions or other institutions designated in the Franchise.

B. Payments to Town. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Town may have for further or additional sums payable under the provisions of this agreement. Upon twenty (20) Business Days' prior written notice and subject to Section 631 of the Cable Act, the Town shall have the right to inspect the books and records of Comcast during the normal business hours and the right to audit and recompute any amounts determined to be payable under this agreement; provided however, that such audit shall take place within three (3) years following the close of Comcast's fiscal year after which period any such payment shall be considered final. Any additional amount due to the Town as a result of such audit shall be paid within thirty (30) days following written notice to Comcast by the Town which notice shall include a copy of the audit report.

C. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Town with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Town 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 Town's final determination, it may submit the dispute to mediation or arbitration 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 Town'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.

D. Other Requirements Not Franchise Fees. Except where expressly provided herein, or required by federal law, Comcast's satisfaction of its obligations in other sections of this Agreement deemed incidental to the awarding or enforcing of the franchise (e.g. bond payments, insurance, indemnification, fines or penalties) and/or other minor expenses shall not be considered payment of a franchise fee or taken as a credit against the franchise fee obligation.

## **16. Remedies.**

A. Notice and Opportunity to Cure. Either party must provide written notice of any material breach or other claim under this Agreement. The injured party must allow a thirty (30) day period to cure. If cure cannot be completed within thirty (30) days and the noticed party has taken reasonable steps to cure, an action in law or equity in a court of competent jurisdiction may not be taken during the period reasonably required to complete the cure. 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 may be extended by the Town for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to cure in the reasonable judgment of the Town.

B. Waiver. Comcast shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the Town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. No waiver by the Town of any breach of any provision of the franchise agreement shall be construed as a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. No delay on the part of Comcast in exercising any of its rights hereunder shall operate as a waiver of any such rights

of Comcast or acquiescence in the actions of Town in contravention of such rights, except to the extent expressly waived by Comcast.

C. Cumulative Rights. The rights and remedies reserved to the Town or Comcast by this franchise agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the Town or Comcast may have with respect to the subject matter of this franchise agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

D. Time of Essence. Whenever this franchise sets forth any time for any act to be performed by either of the parties, such time shall be deemed to be of the essence of this Agreement.

**17. Force Majeure.**

If Comcast is prevented or delayed in the performance of any of its obligations under this Agreement by reason of Acts of God, floods, fires, hurricanes, tornados, earthquakes or other unavoidable casualty, acts of public enemy, terrorism or threats of terrorism, insurrection, war, riot, sabotage, vandalism, strikes, boycotts, lockouts, labor disputes, shortage of labor, epidemic, freight embargoes, shortages or unavailability of materials or supplies, unusually severe weather conditions, or the failure of a utility to provide the make-ready for the Comcast's cable system construction work, after timely request by Comcast, the unlawful denial of any permit application by the Town, or the failure of the Town to respond to any permit application or approval request by Comcast within a reasonable time period considering the scope of the request (any of which is hereinafter called "Force Majeure"), then the time within which such obligations must be performed under the terms of this Agreement shall be extended for a reasonable period.

**18. Transfer or Assignment.**



The franchise granted herein shall be a privilege personal to Comcast. No interest in the franchise shall be directly or indirectly transferred or assigned without the prior approval of the Town which shall not be unreasonably withheld. For the purposes of this section a merger or consolidation, or the formation of a joint venture or partnership in which Comcast is a party and/or participant shall be deemed a transfer or assignment subject to the provisions of this section and shall not be entered into or consummated without the prior approval of the Town, which approval shall not be unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment 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 directly or indirectly owned or controlled by Comcast Corporation.

**19. Right to Amend.**

Comcast acknowledges and accepts the legal right of the Town to issue a franchise and Comcast agrees that it shall not now or at any time hereafter challenge this lawful right. Comcast and the Town understand that this franchise is being granted pursuant to state and federal law as it now exists, and agrees that in the event of any changes in such laws (subject to paragraph 24.B. hereof) which conflict with the terms of this Agreement, the Town and Comcast may amend this Agreement to comply with such change in statute or regulation of law provided such amendment is mutually approved in writing by the Town and Comcast.

**20. Termination.**

A. In addition to the other rights, powers and remedies retained by the Town under this Agreement, the Town reserves the separate and distinct right to revoke this Franchise in the event of a substantial and material breach, which includes:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Town 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

(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 17.

C. This franchise may not be terminated except for a substantial breach of this Agreement. As a condition precedent to termination, the Town shall provide Comcast with written notice of such substantial and material breach and intent to terminate. Such notice shall state the grounds for revocation, the section or sections of this Agreement that the Town believes have been violated, and the details relating thereto. The Town shall allow Comcast thirty (30) days during which to cure such breach or to commence reasonable efforts to affect cure. If the nature of the breach is such that it cannot be reasonably remedied in thirty (30) days, after notice from the Town, Comcast shall have a reasonable time within which to cure the breach and if it does not satisfactorily do so, the Town may terminate this agreement. A termination shall be declared only by a written decision of the governing body 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 state standards of a fair hearing applicable to administrative hearings. 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 Town, 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 Town shall issue such declaration and finding within thirty (30) days in a written decision which the Town shall send via certified or overnight mail to Comcast. Comcast shall retain the right to challenge such termination through the appropriate legal process.

**21. Construction of Agreement.**

A. Police Powers. In accepting this franchise, Comcast acknowledges that its privileges hereunder are subject to the police power of the Town to adopt and enforce laws, regulations, resolutions and ordinances necessary for the general health, safety, and welfare of the public, and Comcast agrees to comply with all generally applicable laws, regulations, resolutions, and ordinances presently enforced or subsequently enacted by the Town pursuant to such power. Nothing in this Agreement shall be construed as an abrogation by the Town of any of its police powers. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. The Town shall not use its legislative powers to effectively amend the provisions of this Agreement subsequent to the Effective Date in such a manner as to have a material adverse effect on the rights of the Comcast set forth herein, or to adopt ordinances that are applicable only to Comcast.

B. Controlling Law. The parties' respective rights and obligations hereunder shall be subject to the laws of the State of Delaware, the Cable Communications Policy Act of 1984, as now existing or as the same may be from time to time amended, any applicable rules, regulations and orders of the FCC, and any applicable rules, regulations, legislation or orders of any other public body having jurisdiction over the subject matter hereof. If the Cable Ordinance is

amended after the Effective Date of this Agreement in such a manner that it materially alters a provision of this Agreement, then the expressed terms and provisions of this Agreement shall, to the extent of a conflict, prevail over the terms of the Cable Ordinance, and to the extent that a term, provision or condition is not otherwise expressly contained herein or incorporated by reference, the absence of that term, provision or condition as otherwise contained in the Cable Ordinance shall be presumed to have been intentionally deleted and not applicable to Comcast.

C. Entire Agreement. This Agreement and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations between the parties. This Agreement can be amended, supplemented, modified, or changed only by mutual agreement of the parties in writing executed with the same formalities as this Agreement.

D. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining' portions of this Agreement.

E. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal/agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

F. No Third Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

**22. Notices.**

All notices from Comcast to the Town pursuant to this Agreement shall be sent to the Town Manager unless otherwise designated by the Town in writing. Comcast shall maintain an office within New Castle County to which all notices by the Town may be addressed. All notices required to be given under this Agreement shall be in writing and shall be deemed served when delivered by hand or when mailed via U.S. Postal Service to any party, certified mail - return receipt requested, or by way of a reputable overnight courier service (e.g. FedEx or UPS). For purposes of this Agreement the notice described above may be sent to the following addresses:

Town of Elsmere  
Attn: Town Manager  
11 Poplar Avenue  
Elsmere, DE 19805

With a Copy to:

Town Solicitor

Every notice to be served upon Comcast shall be sent to:

Comcast of New Castle County, 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

Comcast may specify any changes of address in writing to the Town.

**23. Warranties**

Comcast herewith provides an assurance, promise, and guarantee that it possesses the

financial, legal, and technical ability to offer and make available Cable Services to Subscribers located in the Town of Elsmere in accordance with the terms and conditions of this Agreement and federal law and that this statement of fact is true and may be relied upon by the Town as further represented and warranted Appendix A.

**24. Definitions.**

All terms used in this franchise, unless defined below shall have the same meaning as that found in the Cable Act and applicable Federal Communications Commission regulations:

- (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 those 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 - The service tier that includes at least the retransmission of local broadcast television signals and any access channels.
- (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, pursuant to Section 602 (6) of the Cable Act, 47 U.S.C. §522 (6).

(e) Cable System or 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 Town pursuant to Section 602 (7) of the Cable Act, 47 U.S.C. §522 (7).

(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 pursuant to Section 602 (4) of the Cable Act, 47 U.S.C. §522 (4).

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

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

(i) 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 system-wide loss of the services provided.

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

(k) Franchise - The right granted by the Town to construct, operate and maintain a Cable System for the purpose of providing Cable Service within the corporate limits of the Town as embodied in the terms and conditions of this Agreement.

(l) Franchise Fee - The tax, fee or assessment that Comcast remits to the Town for the use of the Town's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 15 of this Agreement.

(m) Access Channel - An access channel that consists of local public, educational or governmental programming pursuant to Section 611 of the Cable Act, 47 U.S.C. §531.

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

(o) 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.

(p) 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, and other properties which are under the jurisdiction or control of the Town.

(q) Programming - Any video signal carried over the Cable System that is generally considered comparable to video programming provided by a television broadcast station pursuant to Section 602 (20) of the Cable Act, 47 U.S.C. §522 (20).

(r) Outage - The loss of video programming on one or more channels.

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

[signature page follows]



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have caused this Franchise Agreement to be executed as of the day and year first set forth above.

**COMCAST OF NEW CASTLE COUNTY, LLC.,**  
a Delaware limited liability company

Christina G. Scelsi  
Witness

By: [Signature]  
Name: James P. Stachura  
Title: SVP  
Date: 12-4-15

Approved as to form this 10<sup>th</sup> day of  
December, 2015

[Signature]  
Town Attorney

**THE TOWN OF ELSMERE,**  
a Delaware municipal corporation

By: [Signature]  
Mayor

Date: 12-4-15

By: [Signature]

Date: 12/10/15

Attest: [Signature]

Date: 12/10/2015

## APPENDIX A

### WARRANTIES

- (i) Comcast of New Castle County LLC ("Comcast") is duly organized, validly existing, and in good standing under the laws of the State of Delaware; and
- (ii) Comcast has the requisite power and authority under applicable law and its by-laws and Articles of Incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Franchise, to enter into and legally bind Comcast to the Franchise and to take all actions necessary to perform all of its obligations pursuant to the Franchise; and
- (iii) The Franchise is enforceable against Comcast in accordance with the provisions herein, subject to applicable state and federal law; and
- (iv) There are no actions or proceedings pending or threatened against Comcast as of the Effective Date of this Franchise that would interfere with its performance of the Franchise; and
- (v) Pursuant to Section 625 (f) of the Cable Act, the performance of all terms and conditions in this Franchise is commercially practicable, as of the Effective Date of this Franchise Agreement; and
- (vi) Comcast accepts and agrees to all of the provisions of this Franchise Agreement, as to construction, operation, or maintenance of the Cable System, subject to applicable law.

## **EXHIBIT A**

### **MUNICIPAL BUILDINGS ELIGIBLE TO RECEIVE COURTESY SERVICE:**

#### **TOWN HALL COMPLEX**

9, 11, 11-A and 11 B Poplar Avenue  
Elsmere, Delaware 19805

- Elsmere Bureau of Police
- Elsmere Town Hall
- Elsmere Recreation, Inc.
- Greater Oak Grove Senior Center

Elsmere Town Public Works  
220 New Road  
Elsmere, Delaware 19805

Elsmere Fire Company  
1107 Kirkwood Highway  
Elsmere, Delaware 19805

Corpus Christi School  
907 New Road  
Elsmere, Delaware 19805