

AN ORDINANCE TO APPROVE AND AUTHORIZE AN EXTENSION OF THE FRANCHISE AGREEMENT BETWEEN COMCAST OF NEW CASTLE COUNTY, LLC AND THE CITY OF WILMINGTON

#0460

Sponsor:

Council
President
Congo

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by ordinance; and

WHEREAS, the City of Wilmington desires to extend its Franchise Agreement with Comcast of New Castle County, LLC, which provides Comcast of New Castle County, LLC with a five year, non-exclusive franchise to construct, install, maintain, and operate a cable system in the City pursuant to the terms of the form of the Franchise Agreement attached hereto as Exhibit "A"; and

NOW, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Franchise Extension between Comcast of New Castle County, LLC and the City of Wilmington, a copy of which is attached hereto as Exhibit "A", is hereby approved.

SECTION 2. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the Franchise Agreement and this Ordinance in the name of and on behalf of the City.

SECTION 3. This ordinance shall be deemed effective upon its date of passage by City Council and approval of the Mayor.

First Reading..... July 11, 2024
Second Reading..... July 11, 2024
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk
Approved this ____ day of _____, 2024

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into an Extension of its Franchise Agreement with Comcast of New Castle County, LLC that provides Comcast of New Castle County with a five year, non-exclusive franchise to construct, install, maintain, and operate a cable system in the City.

FISCAL IMPACT STATEMENT: This Ordinance shall bring in a minimum of \$90,000 per year in PEG channel support, totaling a minimum of \$450,000 over the life of the five-year contract. This Ordinance also requires Comcast to remit to the City the maximum five percent (5%) franchise fees allowed by the Cable Act. That number is inexact, as the number of subscribers and types of cable subscriptions will vary.

EXHIBIT A

FRANCHISE EXTENSION

This Agreement, made and entered into on the Effective Date (as defined in the Existing Franchise), by and between the City of Wilmington, Delaware, a municipal corporation (hereinafter referred to as “City”) 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 City 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 City; and

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

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

WHEREAS, the City has held a public hearing on the Agreement, and the terms and conditions set forth herein; and

WHEREAS, the City has determined that, subject to the provisions of the Wilmington Cable, Video, and Telecommunications Regulatory Ordinance, City Code Chapter 6 (“Cable Ordinance”), and the terms and conditions set forth herein, the grant of this extension is consistent with the public interest; and

WHEREAS, Council finds that there are sufficient new materials and terms in this extension to render it in compliance with the 12-year cap for a cable franchise established in *Wilm. C. § 6-35*.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do mutually agree that unless specifically addressed below in Paragraph 1, the terms of the franchise entered into by the Parties on November 19, 2012 (“Existing Franchise”), attached hereto as Exhibit A-1 and made a part hereof, are extended for five years (or until November 19, 2029), unless earlier terminated as provided for in the Existing Franchise.

1) Changes to Existing Franchise:

- a) Section 1(E) of the Existing Franchise entitled Term is changed to reflect that the term of the franchise shall be for a period of five (5) years from the Effective Date, unless sooner terminated as hereinafter provided, at which time it shall expire and be of no further force or effect.
- b) Section 2(C) of the Existing Franchise entitled Line Extension Formula is changed to reflect:
 - i) Comcast shall offer Cable Service to any residences within the initial franchise area.
 - ii) Should any area be annexed to the City, Comcast shall offer Cable Service to any residences where the density of homes is at least 20 homes per mile within 1320 feet of existing cable distribution plant.
 - iii) All other terms of Section 2(C) remain in full force.
- c) Section 6 of the Existing Franchise entitled Public, Education and Government Access (“PEG”) is amended to read as follows:
 - 6. Public, Education and Government Access (“PEG”).
 - A. Comcast shall continue to make one channel for Governmental Access, currently programmed by the City as WITN. Upon written notice, Comcast shall make the

Governmental Access channel available in High Definition subject to the provisions in subsection K below within 90 days.

B. Comcast shall provide, on a quarterly basis, with the first payment to accompany the first franchise payment of 2025, a PEG support grant in an amount equivalent to ninety-five (\$0.95) per subscriber, per month.

- 1) The number of subscribers shall be established in the first month of every quarter.
- 2) It is further agreed that the annual PEG support grant shall never be less than Ninety Thousand (\$90,000) Dollars, and that Comcast may adjust its collection from customers as needed to meet this minimum amount of funding.

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

D. Comcast shall continue to make available one (1) channel for Educational Access programmed by an entity designated by the City. The City shall provide Comcast with written notice one-hundred eighty (180) days in advance of the effective date of any change in the entity designated by the City to program and manage the Educational Access channel. Upon written notice, Comcast shall make the Educational Access channel available in High Definition subject to the provisions in subsection K below within 90 days, subject to the completion of any needed construction for the Educational Access channel.

E. Comcast shall continue to provide a video return line from the designated origination source of the Educational Access programming at no cost to the City or educational

programmer. In the event the City or education programmer decides to relocate the Educational Access origination point or add Educational Access origination points, such return feeds shall be paid for in advance by the City or educational programmer at Comcast's actual cost of construction.

F. Comcast may not change the channel number of any of the Governmental, Educational, or Public/Live Leased Access channels without providing the City and the affected programmer with a minimum of forty-five (45) days' advance notice. Unless the channel change is necessary to accommodate the HD conversion, Comcast shall provide the affected programmer of each channel noticed for a number change with a reimbursement of up to \$2,500.00 for rebranding costs. Comcast shall also provide notice of the change to all subscribers in at least one monthly subscriber bill message 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.

G. Comcast agrees that it will deliver the Governmental, Educational, and Public/Live Leased Access channels (the "Access Channels") to customers in a manner that meets or exceeds FCC standards, without degradation of signal quality for the perspective of the viewer. The signal will have the same or better signal quality and customer channel selection accessibility as every other channel on Comcast's commercial channel lineup. Comcast shall deliver the Access Channel signals to customers with all video, audio, stereo sound, secondary audio, and properly formatted closed captioning. Comcast shall not be required to provide more than three (3) HD channels for Access Channel Programming.

H. The Governmental and Educational Access Channels shall be available on the basic service tier, or equivalent lowest offering of cable service if there is no basic service tier. The Governmental and Educational 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. The Public/Live Leased Access Channel shall remain on the Digital Starter tier or otherwise 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 Channels' programming to be carried on the Cable System's programming guide without interfering with other communities' access channels or programming information, the City or its designated operator may then contract directly with the programming guide company to make the City's content descriptions available to viewers.

J. Additional Return Line. Comcast shall continue to provide a PEG Access origination point at the City's Emergency Operations Center situated at 22 Heald Street and, by way of a video return line, enable information and emergency programming to be telecast over the Governmental Access Channel (*i.e.*, WITN). In the event the City desires to relocate the PEG Access origination point or add an additional PEG Access origination point(s), all such return feeds shall be paid for in advance by the City to Comcast in an amount equal to Comcast's actual cost of construction.

K. High Definition Channels. It is understood that when a channel is launched in High Definition, it may need to be assigned a channel number among other High Definition channels instead of the current Standard Definition channel number. Based on available unused High Definition channel numbers, Comcast will make a reasonable effort to locate the Access High Definition channels together and in as close proximity to other local or news/informational type channels as possible, or as may otherwise be agreed with the City. Comcast may discontinue the Standard Definition version of a channel at its option once the High Definition channel is launched.

Franchisee may implement HD carriage of the PEG Channels in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal for the viewer that is substantially equivalent to similar commercial HD channels on the Cable System.

- 1) In no way with any SD PEG channel be reclaimed before the HD channel has been operating for at least two (2) years; and
 - 2) If Comcast discontinues carriage of the SD versions of the PEG channels, it shall make available to any basic service customer who does not already have an HD device, one HD capable device at no additional cost upon request.
- d) Section 7(C) of the Existing Franchise is deleted, but all other portions of Section 7 are preserved.
- e) Sections 8 (A, B, C, and E) of the Existing Franchise entitled Local Live Leased Access/Public Access is modified as follows:
- i) Section 8(A) is replaced with the following: “The City and Comcast shall make available to the Wilmington community a combined public access and local leased access channel (including live studio transmission) pursuant to this section. Upon written notice, Comcast shall make the Public/Live Leased Access Channel available in High Definition, subject to the provisions of subsection 6.K above, within 90 days.”
 - ii) Sections 8(B) and 8(E) are deleted in their entirety.
 - iii) Section 8(c) is modified to read: “Upon the expiration and non-renewal of the management contract with the current operation, the City will commence a Request for Proposal process to select a Third Party Operator (“TPO”) for managing Public access

and leased access, including operation of the public/leased access studio. The TPO selected must be acceptable to both the City and Comcast, and must agree to abide by the management contracts proposed by the City and Comcast. Comcast will not object to the TPO selected by the City if the TPO is technically, financially, and legally qualified. Comcast will not directly or indirectly control the TPO. In accordance with 47 U.S.C. § 531(b), the City's contract with the TPO will establish: (i) rules and procedures for the use of the public access channel and studio and the resolution of disputes among users; and (ii) protections to maintain existing programmers' time slots for the term of this Agreement, provided that such programmers comply with the terms of this Agreement and the rules and procedures for use adopted by the TPO. The City will require the TPO to obtain adequate insurance and indemnify the City and Comcast from any claims arising out of the operation of the public access studio and channel.

- iv) All other portions of Section 8 are preserved.
- f) Section 16 of the Existing Franchise entitled Indemnity and Insurance shall remain in full effect, except that the policy amounts shall be increased to match any state or local statutory requirements.
- g) Section 26 of the Existing Franchise entitled Notices remains in full effect but is amended to provide the following refreshed address for notices.

The City

Wilmington Cable, Video and Telecommunications Commission
Louis L. Redding City/County Building
800 North French Street, 9th Floor
Wilmington, DE 19801

With copies to:

City Solicitor
City of Wilmington Law Department
Louis L. Redding City/County Building
800 North French Street, 9th Floor
Wilmington, DE 19801

Comcast

Comcast of New Castle County, LLC
3800 Horizon Boulevard, 3rd Floor
Trevose, PA 19053
Attention: Government Affairs Department

With Copies to:

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

[SIGNATURE PAGE TO FOLLOW]

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 set forth above.

COMCAST OF NEW CASTLE COUNTY, LLC,
a Delaware Limited Liability Company

Witness

By: _____

Name:

Title:

Date: _____

Approved as to form this ____ day of
_____ 2024.

THE CITY OF WILMINGTON, a Delaware
municipal corporation

Assistant City Solicitor

By: _____

Ernest "Trippi" Congo, II
President, Wilmington City Council

Date: _____

Attest:

Maribel Seijo, City Clerk

Date: _____

EXHIBIT A-1

2012 Comcast Franchise Agreement

FRANCHISE AGREEMENT

This Agreement, made and entered into on the Effective Date (as defined herein), by and between the City of Wilmington, Delaware, a municipal corporation (hereinafter referred to as "City") 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 City 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 City; and

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

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

WHEREAS, the City has held a public hearing on the agreement, and the terms and conditions set forth herein; and

WHEREAS, the City has determined that, subject to the provisions of the Wilmington Cable, Video and Telecommunications Regulatory Ordinance, City Code Chapter 6 ("Cable Ordinance"), and the terms and conditions set forth herein, the grant of a new non-exclusive franchise to Comcast on the terms and conditions set forth herein is consistent with the public interest.

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 providing Cable Service within the streets, alleys and public rights-of-way of the City. This grant is for Cable Service only. 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. (1) Condition of Grant. The grant of this non-exclusive franchise is expressly conditioned on the operation and maintenance of the current Cable System within the City of Wilmington in such manner that the residents of the City shall be provided a modern and uniform City-wide Cable System as more particularly described in this Agreement.

(2) Acceptance of Grant. Comcast accepts the grant of the franchise and acknowledges and accepts the City'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.

C. Rights-of-Way. For the purpose of operating and maintaining a Cable System in the City, 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 City 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 and in accordance with the generally applicable provisions of the City Code, Comcast shall file plans with all appropriate City or other governmental agencies and shall receive written approval before proceeding. Notwithstanding anything in this subsection 1.C. to the contrary, Comcast may only construct a hub or studio on City-owned property or rights-of-way after receiving separate written permission from the City.

D. Effective Date of Franchise. The Effective Date of the franchise granted herein shall be the date on which the City 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 shall be superseded and have no further force and effect; provided, however, that any vested Comcast rights relating to billings and the City's rights to receive accrued and unpaid franchise fees for any period prior to the Effective Date shall not be affected thereby.

E. Term. The term of the franchise shall be for a period of twelve (12) years from the Effective Date, unless sooner terminated as hereinafter provided, at which time it shall expire and be of no further force or effect.

F. Franchise Non-Exclusive. This franchise shall not be construed as any limitation upon the right of the City 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 City 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 City grants a franchise or similar authorization to another service provider, Comcast may make a written request that the City 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: PEG and local leased access support, I-Net, 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. City Wide Service. Comcast agrees to maintain its current system in good operating condition and to offer Cable Service to all persons, institutions or firms in the City as provided in Subsections "C and D" hereof.

B. [Intentionally left blank]

C. Line Extension Formula. Comcast shall offer Cable Service to any new residences or commercial subscribers within the initial franchise area and any additional area annexed to the City where there are at least forty (40) residences per proposed linear mile of cable plant. Further, in other areas with less than forty (40) residences per proposed linear mile of cable plant, Comcast shall offer a cost sharing arrangement with such residents. The cost sharing arrangement shall consist of the following:

(i) On the request of any potential subscriber desiring service, Comcast shall prepare, at its cost, a feasibility study to determine the cost of plant extension required to provide service to each subscriber from the closest point where available quality signals exist.

(ii) A portion of the cost of construction shall be paid by subscribers served by the line extension which portion shall be equal to the total cost of construction multiplied by a fraction, the numerator of which is equal to 40 minus the average number of potential subscribers passed per mile of line extension and the denominator of which is 40. Such amount shall be equally divided among all persons who become subscribers as a result of the line extension.

(iii) 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 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 five days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by Comcast.

D. Service to Institutions. Comcast will continue to provide free cable drops to all City occupied buildings and facilities and public, private and parochial schools that currently have drops, and shall extend service on the same terms and conditions to additional such locations that are within 150 feet from the existing cable plant. City buildings are those buildings owned or leased by the City for municipal government administrative purposes, and shall not include buildings owned by the City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. Comcast will

provide free of charge: the basic service at each drop, including PEG and leased channels, plus fifty-one (51) converter boxes to the City and three (3) converter boxes to each school. The City will allocate the converter boxes amongst the City's Comcast accounts. All attachments 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.

3. Construction.

A. Generally. Subject to the City'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 City.

B. Use of Streets. Without limiting obligations under the City 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 City 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 City's expense, except where a statute specifically requires reimbursement.

3. Whenever an action by Comcast creates a hazard to persons or to property, the City 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 City 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 City'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 City. In the event all users of the public way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Comcast shall relocate its aerial facilities underground contemporaneously with such utilities. Comcast's relocation costs shall be included in any computation of necessary project funding by the City or private parties to the extent the City or private parties elect to pursue such funding. Comcast shall be entitled to reimbursement of an equitable portion of its relocation costs from City or private funds raised for the project if such funds are made available to other users of the public way.

4. Design And Capacity.

A. Cable System. The parties understand and agree that Comcast shall provide and maintain a Cable System with two-way capability and minimum 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. Comcast shall regularly inspect the system and test its electronic integrity and accuracy in accordance with FCC standards. The City may observe all such tests and Comcast will share all test reports with the City, upon written request.

B. Emergency Alert. Comcast shall provide an all channel audio emergency alert system to the City in compliance with state and federal standards and requirements which the City may access through the Delaware Emergency Communications Committee plan, the

County Emergency Operations Center, the City Emergency Operations Center, the Delaware Emergency Notification System, and federal EAS guidelines.

C. Standby Power. Comcast shall provide full-time standby power capacity at its head-end site, twelve (12) hours at each hub site and up to four (4) hours at each amplifier throughout the system.

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

E. Parental Control Devices. 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, and in good order and repair. Comcast shall, at all times, employ necessary and reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public, pursuant to ordinary industry standards, whether or not such devices are required by law.

G. Technical Standards. The Cable System shall be installed, maintained, and operated in conformance with all 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. Public, Education and Governmental Access ("PEG").

A. Comcast shall continue to make available one channel for Governmental Access, currently programmed by the City as WITN.

B. Within sixty (60) days of the Effective Date of this franchise, Comcast will provide the City with \$150,000 in government access capital funding. Comcast will provide additional government access capital funding in the amount of \$25,000 on the 6th anniversary and \$25,000 on the 9th anniversary of the franchise Effective Date.

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

D. Comcast shall make available one (1) channel for Educational Access programmed by an entity designated by the City. Comcast agrees to provide a bill message to customers upon the launch of the educational access channel. The City shall provide Comcast with written notice one hundred eighty (180) days in advance of the effective date of any change in the entity designated by the City to program and manage the Educational Access channel.

E. Comcast shall provide a video return line from the designated origination source of the Educational Access programming at no cost to the City or educational programmer. After the original return line is established, in the event the City or educational programmer decides to relocate the Educational Access origination point or add additional Educational Access origination points, such return feeds shall be paid for in advance by the City or educational programmer at Comcast's actual cost of construction.

F. Comcast may not change the channel number of any of the Governmental, Educational, or Public/Live Leased Access channels without providing the City and the affected programmer with 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 in at least one monthly subscriber bill message 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.

G. Comcast agrees that it will deliver the Governmental, Educational, and Public/Live Leased Access channels (the "Access Channels") to customers in a manner that meets or exceeds FCC standards, without degradation of signal quality. The signal will have the same or better signal quality and customer channel selection accessibility as every other channel on Comcast's commercial channel lineup. Comcast shall deliver the Access Channel signals to customers with all video, audio, stereo sound, secondary audio, and closed captioning. Following the fifth anniversary of this agreement, the parties will meet to review the availability of access channels in HD format on other Comcast owned cable systems and the ability of

Access Channel programmers to produce substantially all of their programming in HD format. If Comcast is making access channels available in HD format on any other Comcast cable system in Pennsylvania, Delaware, and New Jersey and substantially all of the programming for any of the Access Channels is produced in HD format, Comcast will make that HD Access Channel programming available to Wilmington subscribers in HD format; provided, however, that Comcast shall not be required to provide more than three (3) HD channels for Access Channel Programming.

H. The Government and Educational Access Channels shall be available on the basic service tier, or equivalent lowest offering of cable service if there is no basic service tier. The Government and Educational 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. The Live Leased Access channel shall remain on the Digital Starter tier or otherwise 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 Channels' programming to be carried on the Cable System's programming guide without interfering with other communities' access channels or programming information, the City or its designated operator may then contract directly with the programming guide company to make the City's content descriptions available to viewers.

J. Additional Return Line. Comcast shall establish a PEG Access origination point at City's Emergency Operations Center situated at 22 Heald Street and, by way of a video return line, enable informational and emergency programming to be telecast over the

Government Access Channel ("WITN"). Comcast shall be responsible for the initial \$5,000 in construction costs for such return line, and the City shall be accountable for any additional costs.

In the event the City desires to relocate the PEG Access origination point or add an additional PEG Access origination point(s), all such return feed changes shall be paid for in advance by the City to Comcast in an amount equal to Comcast's actual cost of construction.

7. Institutional Network.

A. Except with respect to the Downtown Visions location situated at 409 N. Orange Street, Comcast shall continue to provide network connectivity to the City's camera safety system on the terms and conditions of the agreement(s) for that service, and as may be expanded by agreement of the parties in the future.

B. Comcast will provide the City with an institutional network based on managed services technology which will offer the City additional advanced communications services at higher speeds and reliability and comparable or lower costs than the City currently purchases from other providers. Comcast and the City have negotiated a managed network solution to meet the City's institutional network needs, the final terms of which shall be documented in a separate Institutional Network Agreement. This Franchise Agreement is conditioned upon the parties' subsequent execution of that separate Institutional Network Agreement within two months of the Effective Date of this Franchise Agreement. If the parties have not executed an Institutional Network Agreement by that date, the parties agree that: (i) the franchise granted pursuant to this Franchise Agreement shall be terminable by the City within one hundred eighty (180) days; (ii) in the event of termination, Comcast shall revert to operating under the terms of the previous franchise agreement until the formal renewal process under the

Federal Cable Act (47 U.S.C. § 546) is complete; and (iii) the City shall resume the formal renewal process with a formal administrative hearing as to whether to grant or deny Comcast a renewal franchise under the Cable Act based on Comcast's response (May 7, 2012) to the City's Request for Renewal Proposal.

C. Comcast shall provide the City with a Communications Technology Grant in the amount of \$400,000 within sixty (60) days of the Effective Date of this franchise. Comcast agrees that the City may use the grant for its cable-related communications needs as the City deems appropriate. Comcast acknowledges that this grant does not constitute the payment of a franchise fee, and it agrees that it will neither off-set this amount against the franchise fees it owes the City, nor claim that the grant is part of the franchise fee. Notwithstanding, in making such a Communications Technology Grant payment, Comcast fully reserves and does not waive its external cost of franchise rights and pass-through rights as a capital contribution, which include an itemization of such costs on the subscriber bill. \$100,000 of the \$400,000 Communications Technology Grant is in lieu of the \$100,000 capital grant required by § 3 of Revised Amendment No. 1 to the franchise agreement between the City and Lenfest New Castle County d/b/a Suburban Cable dated October 20, 1998.

8. Local Live Leased Access/Public Access.

A. The City and Comcast shall make available to the Wilmington community a combined public access and local leased access channel (including live studio transmission) pursuant to this section.

B. Comcast will provide the City or its designee with a capital equipment grant in the amount of \$400,000 for an upgrade of the studio equipment at the leased

access/public access studio at 2801 Lancaster Avenue. The grant shall be payable upon sixty (60) days' notice from the City following completion of the process set forth in subsection 8.C. below. Comcast will provide additional Public and Local/Live Leased Capital Funding of \$50,000 on the 6th anniversary, and \$50,000 on the 9th anniversary of the Franchise Agreement.

C. By June 30, 2013, the City will commence a Request for Proposal process to select a Third Party Operator ("TPO") for managing public access and leased access including operation of the studio at 2801 Lancaster Avenue, Wilmington, DE. The TPO selected must be acceptable to both the City and Comcast, and must agree to abide by the management contracts proposed by the City and Comcast. Comcast will not object to the TPO selected by the City if the TPO is technically, financially, and legally qualified. Comcast will not directly or indirectly control the TPO. In accordance with 47 U.S.C. §531(b), the City's contract with the TPO will establish: (i) rules and procedures for the use of the public access channel and studio and the resolution of disputes among users; and (ii) protections to maintain existing programmers' time slots for the term of this Agreement, provided that such programmers comply with the terms of this Agreement and the rules and procedures for use adopted by the TPO. The City will require the TPO to obtain adequate insurance and to indemnify the City and Comcast from any claims arising out of the operation of the public access studio and channel.

D. Comcast will separately contract with the designated TPO to manage local leased access, including live local leased access.

E. Until the TPO assumes responsibility for managing public and local/live leased access, Comcast will continue to offer local/live leased access and operate the studio at 2801 Lancaster Avenue in accordance with applicable law to allow for the production of live

leased access programming on the cable system. Both parties agree that they will work diligently to identify a TPO and will cooperate with each other through the transition to the TPO, but in no event, will Comcast be obligated to operate the studio beyond eighteen (18) months of the Effective Date of the franchise agreement. A TPO must be selected within six (6) months of issuing the RFP. Upon the City completing its contract with the TPO, Comcast will transfer ownership of the existing studio equipment to the City for use by the TPO. The TPO shall assume the lease of the studio space from Comcast. Comcast will provide ongoing Capital Support to the City or to the TPO at the City's direction in the amount of the monthly lease expense for the studio, not to exceed \$60,000 annually, once the TPO is in place and operating the studio.

F. Comcast will provide the TPO with all information necessary to comply with federal law requirements for local leased access. The TPO will directly collect and retain all proceeds earned from Wilmington local leased access productions, including live local leased access productions, which proceeds shall be used to fund the operational expenses of the studio. It will be the TPO's responsibility to budget for its operating needs and to establish local leased access rates or other sources of funding sufficient to meet its operating needs while complying with applicable law.

G. In accordance with 47 USC §531(e), Comcast "shall not exercise any editorial control over" the public access content except as to "any public access program or portion of a public access program which contains obscenity, indecency, or nudity."

H. The TPO shall be responsible for scheduling all programming on the Public and Local/Live Leased Access channel and for scheduling and managing all uses of the

studio. To the extent the TPO does not program the Public and Local/Live Leased Access channel, Comcast may program unused time on the channel with non-local leased access programming.

I. Comcast will retain sole responsibility for non-local leased access (such as national, regional, or state-wide leased access requests), which shall be carried on a separate channel unless otherwise agreed with the TPO.

J. Comcast will continue to provide a return feed from the studio at no charge to the City or the TPO. If the studio location is subsequently changed, the TPO or City shall bear the expense of relocating the return line at Comcast's actual cost of construction.

K. Comcast will provide the studio one (1) complimentary cable outlet for Cable Service for the purpose of monitoring the Cable System's programming, including the Public Access / Local Leased Access channel.

9. [Intentionally Left Blank].

10. 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 FCC and industry standards.

B. Maps. Comcast shall prepare and provide as-built maps of the entire Cable System to the City showing clearly thereon all areas served by Comcast, provided that Comcast may label any confidential materials accordingly, and the City will protect the confidentiality of the materials in accordance with law.

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, and 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 City 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 City 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 City 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 60 days written notice from the City, 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 City at the sole cost of Comcast, and the City 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 City. 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 judgment of the City to cut, move or otherwise interfere with any of the wires, cables, amplifiers, appliances or appurtenances thereto of Comcast, the City shall not be liable for any damage to such property and equipment of Comcast as a result of such cutting, moving or interfering. City shall notify Comcast as soon as possible of any such action.

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.

11. 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. [Intentionally left blank]

C. [Intentionally left blank]

D. Customer complaint; response; repair. Comcast shall comply with the

following:

(i) Telephone Procedures. Comcast shall provide a toll-free number and employ sufficient telephone lines and operators to handle incoming customer service calls. Upon written request, a summary of Comcast customer service performance for any monthly period specified by the City shall be submitted to the City.

(ii) 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 City Code or 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.

E. 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.

F. Refunds for Outages or Faulty Equipment. The Cable System shall be designed for operation twenty-four (24) hours per day. Comcast shall upon written or credible oral request issue credit to its subscribers for outages of more than twenty-four (24) continuous hours and for outages caused by defective equipment supplied by Comcast. Refunds given in accordance with the provisions of this paragraph shall be on a pro rata basis. 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 subscribers premises.

G. Continuity of Service. It shall be the right of all subscribers to receive all available services insofar as their financial and other obligations to Comcast are honored. Franchisee retains the right to deny service to any customer who violates franchisee's service policies including signal theft, employee safety, harassment, or other reasonable cause.

12. Equal Employment Opportunity and Affirmative Action.

Comcast will abide by all the provisions under the City Code as it exists on the Effective Date of this Agreement governing unfair discrimination in its employment practices or sales of its product and services in City.

13. 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 and at least once per year 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. 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. If such information is in machine readable form, Comcast shall translate such information and provide such subscriber with a copy of the translation.

14. Franchise Renewal. This franchise may be renewed upon agreement of the parties, and upon a determination by vote of the City 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 the City may acquire the Cable System in accordance with applicable Federal Law. Comcast shall not be required to sell if it is offering non-cable services and has obtained a separate appropriate authorization to use the City's rights-of-way from the appropriate agency.

15. Reports and Records.

A. Annual Report. During the term of this Agreement, unless otherwise specified by the City, Comcast shall submit a written annual report to the City or its Cable Video & Telecommunications Commission ("Cable Commission"), within three (3) months of the end of Comcast's fiscal year, franchise-related information, including the following information:

(i) Summary of the previous year's activities in development of the Cable System, total number of subscribers, net subscribers added (all such information shall be deemed confidential, proprietary and competitively sensitive information and handled as such);

(ii) An annual financial statement for the City of Wilmington of franchise fees paid, if not provided with the City's quarterly franchise fee statement;

(iii) A list of Comcast's officers, members of its Board of Directors, and general manager of its franchise; and

(iv) A complete copy of all forms filed with the FCC regarding equal employment opportunities and affirmative action programs during the period since the prior report that relate to the local cable system operations. If said forms do not contain information sufficient for the City to determine compliance with the equal employment opportunity and affirmative action goals set forth herein, Comcast will supplement the information contained in such forms with such further information as the City may reasonably require.

B. Technical Reports. Upon written request, Comcast shall submit to the City annually a report which shall demonstrate compliance with Sections 3 and 4 hereof. Said report shall contain sufficient details such that the City is able to ascertain that the technical standards prescribed by this Agreement and the FCC are achieved and maintained.

C. Corporate Annual Reports. A copy of the corporate annual report of Comcast Corporation and of the Franchisee or any successors, subsidiaries, or affiliates conducting cable related activities in the franchise area shall be submitted to the City upon request within thirty days of its issuance, or may be downloaded from www.CMCSA.com, if available.

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 five (5) year period and may be inspected by the City upon reasonable written request during such period subject to § 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 City and the City 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 notify the City of all proceedings in which it is a party in any regulatory agency or government body which will affect cable operations under this franchise agreement. Comcast shall submit to the City copies of pleadings, applications, reports and other documents reasonably requested by the City which have been filed with such court, regulatory agency or government body.

G. Open Books and Records. Upon twenty (20) business days prior written request, Comcast shall produce books and records, provide reports as may be available in the ordinary course of business, and respond to reasonable requests for information promptly so that the City may enforce all the provisions of this agreement. The City shall have the right to

inspect and copy at any time during normal business hours at the local cable system office all books, maps, financial statements, service complaint logs, and performance test results necessary to monitor compliance with the terms of this franchise, subject to appropriate confidentiality and non-disclosure requirements and applicable privacy restrictions. Franchisee shall produce the requested documents in the manner maintained in the ordinary course of business. The Franchisee is responsible for collecting the information and producing it at the location specified above, and by accepting its franchise it affirms that it can and will do so. The Franchisee shall maintain or recreate on an allocated basis financial records that allow analysis and review of its franchise fees in the City's individual franchise area. Access to the Franchisee's records shall not be denied by the Franchisee on the basis that said records contain "proprietary" information, but may be subject to agreement on restricted access or viewing only if applicable law would not allow the City to maintain the confidentiality of competitively sensitive information. All confidential information received by the City and designated as such 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.

16. Indemnity and Insurance.

Comcast agrees to indemnify and hold harmless the City, 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 installation or removal, maintenance and use of any and all wires and equipment, 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 City or its designees. The City shall give Comcast timely written notice of its obligation to indemnify and defend the City. 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 City an additional insured thereunder and filing a copy of such insurance policy or policies with the Cable Commission. Failure to carry such insurance in the required amounts may, at the discretion of the City, result in termination of the rights granted by this franchise provided that the City shall provide Comcast with notice of such default and provide Comcast with a reasonable opportunity to cure such default. Should the City of Wilmington be sued for damages for injury to persons or property caused by the activities of Comcast, its agents, employees, servants or independent contractors, while engaged in construction, installing, maintaining or operating the services described herein, Comcast shall be notified of such suit by the City, and it shall be the duty of Comcast to defend or settle such suit; and further if such judgment be entered against the City in any such case, the City shall recover the amount thereof with costs including its reasonable attorney's fees from Comcast. The record of judgment

against the City in any such cases shall be conclusive evidence entitling the City to so recover against Comcast.

17. 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 City 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 City 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 make good and reimburse the City such funds as are necessary to pay damages incurred by the City 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 \$500,000 for the duration of the franchise. Failure to establish and maintain at the full amount the letter of credit or performance bond shall constitute a material breach of this agreement.

18. Payment of Fees and Costs.

A. Franchise Fee. Following the issuance and acceptance of the franchise, Comcast shall pay to the City a franchise fee an amount equal to five percent (5%) of all gross revenues, calculated in accordance with generally accepted accounting principles (GAAP), derived by Comcast from the operation of the Cable System to provide Cable Services within the City of Wilmington for each 12-month period thereafter and without credit for taxes or fees paid

to the State. Gross revenues shall include advertising and leased access revenues. Promotional discounts on bundled services shall be allocated on a reasonable basis that does not disproportionately discount cable services compared to non-cable services when referencing the unbundled a la carte rate as reflected on the rate card. This franchise fee shall be paid on a quarterly basis within forty-five (45) days of the end of the quarter for which it is payable based on estimates of quarterly gross revenue with an annual reconciliation. Comcast shall accompany each franchise fee payment with supporting detail and a statement certified by a financial representative of the company reflecting the total amount of monthly gross revenues for the payment period and a breakdown by major gross revenue categories. The City may require Comcast to provide further supporting information. In the event that Comcast does not make any required payment by the due date, interest shall accrue to the City from such date at a rate equal to the interest rate then chargeable for unpaid federal income taxes (26 U.S.C. § 6621). The City may waive the late charge if Comcast's payment was delayed through no fault of its own.

B. Payments to City. 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 City 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 City 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 provided further that if any audit by the City determines a material discrepancy the City may audit an additional

two (2) years immediately preceding. Any additional amount due to the City as a result of such audit shall be paid within thirty (30) days following written notice to Comcast by the City which notice shall include a copy of the audit report.

C. 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 shall not be considered payment of a franchise fee or taken as a credit against the franchise fee obligation.

19. 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.

B. Waiver. Comcast shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. No waiver by the City 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.

C. Cumulative Rights. The rights and remedies reserved to the City 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 City 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.

20. 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, 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 City, or the failure of the City 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.

21. 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 City 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 City, 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.

22. Right to Amend.

Comcast acknowledges and accepts the legal right of the City to issue a franchise and Comcast agrees that it shall not now or at any time hereafter challenge this lawful right. Comcast and the City 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 City and Comcast may amend this Agreement to comply with such change in statute or regulation of law provided such amendment is approved by the City and Comcast.

23. Termination.

This franchise may not be terminated except for a substantial breach of this agreement. As a condition precedent to termination, the City shall provide Comcast with written notice of such substantial and material breach and intent to terminate. The City shall allow Comcast thirty (30) days during which to cure such breach or to commence reasonable efforts to effect cure. If the nature of the breach is such that it cannot be reasonably remedied in thirty (30) days, after notice from the City, Comcast shall have a reasonable time within which to cure the breach and if it does not satisfactorily do so, the City may terminate this agreement. A termination shall be

declared only by a written decision of the governing body after an appropriate public hearing. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The City, after a public hearing and upon finding the existence of grounds for revocation, may either declare this Franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The City shall issue such declaration and finding within thirty (30) days in a written decision which the City shall send via certified or overnight mail to Comcast. Comcast shall retain the right to challenge such termination through the appropriate legal process.

24. Construction of Agreement.

A. Police Powers. In accepting this franchise, Comcast acknowledges that its privileges hereunder are subject to the police power of the City 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 applicable laws, regulations, resolutions, and ordinances presently enforced or subsequently enacted by the City pursuant to such power. Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers.

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 affected party shall be excused from compliance during the remaining term of the Franchise or obtain modifications to mitigate the impact caused by the amendment, provided the affected party submits a detailed, written objection to the amendment prior to final adoption by City Council. The written objection must identify the proposed language that would constitute a material alteration, must identify the affected provision of this Agreement, must describe in detail the cost and operational burden the alteration would cause to the affected party, and must propose language that could mitigate the burden on the affected party if adopted by the City.

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.

25. Cable Commission.

Comcast recognizes and agrees that the designated agency of the City for the monitoring of this Franchise Agreement shall be the Wilmington Cable, Video and Telecommunications Commission. Unless otherwise designated by the City, Comcast agrees to furnish all reports required under the terms of this Agreement to the Cable, Video and Telecommunications Commission and to cooperate with said Commission and to permit it to do such things as the City would be entitled to do under the terms of this Franchise Agreement.

26. Notices.

All notices from Comcast to the City pursuant to this Agreement shall be sent to the Cable Commission unless otherwise designated by the City in writing. Comcast shall maintain an office within New Castle County to which all notices by the City 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 to any party, registered, return receipt requested. For purposes of this Agreement the notice described above may be sent to the following addresses:

Wilmington Cable, Video and Telecommunications Commission
Louis L. Redding City/County Building
800 N. French Street
Wilmington, Delaware 19801

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 City.

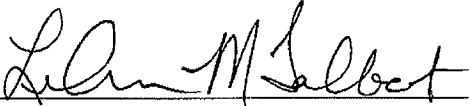
27. Guarantee of Performance. Comcast shall provide, and maintain in force throughout the term, a performance guarantee substantially in the form of Exhibit A.

[signature page follows]

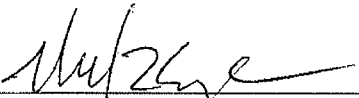
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have caused this Franchise Agreement to be executed as of the day and year first set forth above.

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

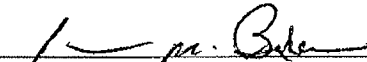

Witness

By: 
Name: LeAnn Talbot
Title: Regional SVP
Date: 11/15/2012

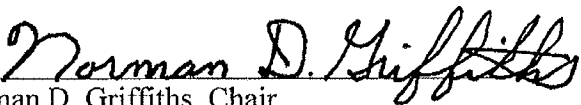
Approved as to form this 16 day of
November, 2012


Senior Assistant City Solicitor

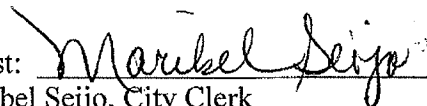
THE CITY OF WILMINGTON,
a Delaware municipal corporation

By: 
Mayor James M. Baker

Date: 11/19/12

By: 
Norman D. Griffiths, Chair
Wilmington Cable, Video & Telecommunications
Commission

Date: Nov. 15, 2012

Attest: 
Maribel Seijo, City Clerk

Date: 11/19/12

EXHIBIT A

GUARANTEE OF PERFORMANCE

WHEREAS, the City has granted Comcast of New Castle County, LLC ("Franchisee") a non-exclusive franchise ("Franchise") to provide cable service in the City pursuant to the Franchise Agreement; and

WHEREAS, Comcast Corporation ("Guarantor") is a parent company of the Franchisee and will have a substantial interest in the Franchise, in the conduct of the Franchisee, and in the Franchise Agreement and the Ordinance, which are incorporated herein by this reference.

NOW, THEREFORE, the Guarantor hereby unconditionally guarantees the due and timely performance of any and all obligations of the Franchisee required by the Franchise Agreement and the Ordinance. Further, the Guarantor hereby unconditionally guarantees that the financial condition of the Franchisee, or of any parent or affiliate of the Franchisee, shall not limit the ability of the Franchisee to properly and fully comply with the terms of the Franchise Agreement and the Ordinance. This Guarantee, unless terminated, substituted, or canceled, as hereinafter provided, shall remain in full force and effect for the term of the Franchise, as it may be renewed, extended or amended, and is not affected by the City's adoption of any regulation or ordinance that may affect the operations under the Franchise; provided, however, that upon the City's prior written approval of a substitute guarantor, which approval shall not be unreasonably withheld, this Guarantee may be terminated, substituted, or canceled upon written notice from the Guarantor to the City and the Franchisee. Any such substitution of the Guarantor will be implemented in a manner that ensures that the substitute guarantee is in place and effective prior

to or contemporaneously with the termination, substitution or cancellation of this Guarantee so that there is no breach in coverage.

Any such notice to be given hereunder shall be addressed to the [designated person] with a copy to the Franchisee. Such termination shall not affect liability incurred or accrued under this Guarantee prior to the Effective Date of such termination or cancellation.

By: LeAnn M. Talbot

Name: LeAnn M. Talbot

Title: Regional sup