

ORDINANCE NO. 112-2004

**ORDINANCE OF THE TOWNSHIP OF CENTRE AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND COMCAST OF THE SOUTH, INC. AND COMCAST OF
NEW MEXICO/PENNSYLVANIA, INC.**

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

WHEREAS, Comcast of the South, Inc. and Comcast of New Mexico/Pennsylvania, Inc. ("Comcast") currently hold a cable franchise from the Township by virtue of a cable franchise ordinance, Ordinance No. 89-2000, dated March 13, 2000; and

WHEREAS, Comcast has requested a renewal of its franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-way for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township at significant expense to the Township's taxpayers and the right to use said rights-of-way is a valuable property right; and

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

WHEREAS, the Township, as part of the Northern Berks Cable Consortium, held a public hearing on June 12, 2003 on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Township's future cable-related community needs; and

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

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement referred to herein.

NOW THEREFORE, BE IT ORDAINED that the Board of Supervisors of the Township of Centre does hereby approve and adopt the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

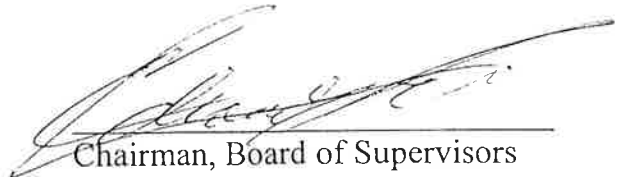
BE IT FURTHER ORDAINED that Ordinance No. 89-2000, dated March 13, 2000, is hereby repealed, because it is inconsistent with the terms and conditions contained in the cable franchise agreement and with current federal law. Said repeal shall take effect upon the effective date of the cable franchise agreement.

ENACTED AND ORDAINED this 8 day of November, 2004.

ATTEST:

CENTRE TOWNSHIP





Chairman, Board of Supervisors

Bay L. Ford
Clair L. Miller

CABLE FRANCHISE AGREEMENT

BETWEEN

CENTRE TOWNSHIP

AND

**COMCAST OF NEW MEXICO/PENNSYLVANIA, INC.
AND COMCAST OF THE SOUTH, INC.**

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of _____, 2004 (hereinafter referred to as the "Effective Date") by and between Centre Township, a municipality located in Berks County, Pennsylvania (hereinafter referred to as the "Municipality") and Comcast of New Mexico/Pennsylvania, Inc. and Comcast of the South, Inc. (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Municipality is authorized to grant franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Municipality's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Municipality by virtue of a cable franchise ordinance, Ordinance No. 89-2000, dated March 13, 2000; and

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

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Municipality at significant expense to the Municipality's taxpayers and the right to use said rights-of-way is a valuable property right; and

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

WHEREAS, the Municipality, as part of the Northern Berks Cable Consortium (as defined in Section 14 "Definitions" below), held a public hearing on June 12, 2003 on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the Municipality's future cable-related

community needs; and

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

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

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

SECTION 1 **GRANT OF FRANCHISE**

1.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Municipality hereby grants a non-exclusive franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain a Cable System in the Municipality's public rights-of-way.

Subject to the terms and conditions contained herein, the Municipality hereby grants to Comcast the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the Municipality, including property over which the Municipality has a sufficient easement or right-of-way for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services.

1.2 TERM OF FRANCHISE

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

1.3 NON-EXCLUSIVITY

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

1.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Municipality to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

1.5 NO WAIVER OF RIGHTS

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

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

1.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Municipality reserves the right to grant one or more additional franchises to construct, operate and maintain a Cable System or open video system ("OVS") in the Municipality. If the Municipality

grants an additional franchise for construction and operation of a Cable System or OVS, and such additional franchise(s) imposes Material Obligations, as defined below, which are more favorable or less burdensome than those contained in this Agreement, then the Municipality shall amend this Agreement to provide Comcast with the benefit of such more favorable or less burdensome Material Obligations.

(b) For the purposes of this Section, "Material Obligations" are limited to the following: Comcast's obligations under this Agreement to pay franchise fees as set forth in Section 2; Comcast's obligations under this Agreement to meet the customer service standards as set forth in Section 5; and Comcast's obligations under this Agreement to provide service throughout the Municipality within a reasonable period of time as set forth in Section 3.1 and 3.2.

(c) In the event an application for a franchise to operate a Cable System or OVS is submitted to the Municipality proposing to serve customers within the Municipality, the Municipality shall notify Comcast of the submission of the application.

SECTION 2

COMPENSATION TO THE MUNICIPALITY

2.1 FRANCHISE FEES

Comcast shall pay to the Municipality an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Services in the Municipality. The term "Gross Revenues" is defined in Section 14 "Definitions" below. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Municipality may change the franchise fee upon sixty (60) days written notice to Comcast, provided that the franchise fee shall not exceed the maximum percentage permitted under the Cable Act. In the event that federal law is modified to authorize a franchise fee higher than five percent (5%), the Municipality may, at its discretion, direct Comcast in writing to pay the higher franchise fee. A copy of the resolution or ordinance authorizing the franchise fee adjustment shall accompany such written notice. The Municipality may not change the franchise fee more than one time per year.

2.2 QUARTERLY PAYMENTS

Franchise fee payments to the Municipality under this provision shall be computed at the end of each calendar quarter and shall be due and payable within thirty (30) days after the end of each calendar quarter and forty-five (45) days after the close of the fourth calendar quarter of the year. Specifically, payments shall be due and payable on or before April 30 (for the first quarter), July 31 (for the second quarter), October 31 (for the third quarter), and February 15 (for the fourth quarter) of each year. In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the Municipality. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Municipality may have for additional sums payable under this Agreement.

2.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for the quarter in connection with the operation of Comcast's Cable System and a brief report showing the basis for computation of fees. The report shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

2.4 AUDITS

(a) On an annual basis, upon thirty (30) days prior written notice, the Municipality shall have the right to conduct an independent audit or franchise fee review of Comcast's records related to the sources, amounts and computation of Gross Revenues in accordance with Generally Accepted Accounting Principles. Any such audit or franchise fee review shall occur within sixty (60) months from the date the Municipality receives such payment, after which period any such payment shall be considered final. Upon written request, Comcast shall make available to the Municipality pertinent financial records related to the franchise fee audit or review. The pertinent financial records may also be made available to the Municipality upon request at the local notice location for Comcast specified in Section 13.3 below.

(b) In the event of an alleged underpayment, the Municipality shall provide Comcast with a written report indicating the basis for the underpayment. If the audit or review reveals that there have been no underpayments, the Municipality shall provide a written notice to Comcast indicating that no underpayments were found and that the audit is closed. Comcast shall have thirty (30) days from the receipt of the report to provide the Municipality with any written objections to the results of the audit, including any substantiating documentation. Based on this exchange of information, the Municipality shall make a final determination of the underpayments, if any, and provide Comcast with written notice of the determination. If Comcast disputes the Municipality's final determination, it may submit the matter to a mutually agreed upon mediator within thirty (30) days of receiving the Municipality's written notice of the determination. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of competent jurisdiction.

(c) Any franchise fee payment due to the Municipality as a result of the audit or franchise fee review shall be paid to the Municipality by Comcast within sixty (60) days from the date the Municipality notifies Comcast of its final determination, or if the matter is submitted to mediation and/or litigation, within sixty (60) days from the final disposition of such action. In addition to the underpaid amount, Comcast shall pay a fine in the amount of ten percent (10%) of the underpayment. The Municipality may not impose upon Comcast any additional late charges or interest on the underpaid amount in accordance with Section 2.2 above. If the Municipality determines that franchise fees have been underpaid by five percent (5%) or more, then Comcast shall also pay the total cost of the audit or review. Once the franchise fees, plus any fines, are paid by Comcast, the Municipality shall have no further rights to audit or challenge the franchise fee payment for that time period.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of one-way and two-way Cable Services for cable programming services throughout the Service Area. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and

construction standards of the Commonwealth of Pennsylvania and the Municipality. The signals on the cable system shall be free from co-channel interference.

(b) Stand-by power at the headend(s) and at the nodes shall be provided in the event of an outage. Stand-by power must activate automatically upon the failure of commercial electric power.

3.2 AREA TO BE SERVED

(a) Service shall be offered to every dwelling in the Service Area occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owner any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the Municipality where the minimum density is thirty (30) homes per mile for aerial plant and fifty (50) homes per mile for underground plant, and is within one (1) mile of the existing Cable System. Subject to the density requirement, Comcast shall offer Cable Service at Comcast's standard installation rate to all new homes or previously unserved homes located within 125 feet of Comcast's distribution cable. Comcast shall complete said extensions within three (3) months of notification to Comcast by the Municipality or the developer that an area has met the minimum density requirement. In the event of inclement weather, Comcast may request additional time in which to complete extension of facilities. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Comcast may elect to provide Cable Service to areas not meeting the above density and distance standards. Comcast may impose a charge in addition to the standard installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

3.3 PERMITS

Comcast shall apply to the Municipality for all required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit, issuance of which shall not be unreasonably withheld by the Municipality. Comcast shall pay any and all required permit fees. Comcast shall not be required to obtain prior approval or permits for standard installations of Cable Service or routine maintenance of its Cable System.

3.4 REPAIRS AND RESTORATION

(a) Whenever Comcast or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified, the Municipality may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Comcast upon demand by the Municipality along with any liquidated damages applied by the Municipality in accordance with Section 9 "Franchise Violations, Damages and Revocation" below.

(b) Whenever Comcast or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Municipality, except as may be approved by the Municipality if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Upon notice, Comcast shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days, weather permitting.

(c) Comcast's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Comcast's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Municipality or any public utility serving the Municipality.

(d) Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

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

3.5 SYSTEM MONITORING

Upon completion of any construction, Comcast shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Comcast to monitor the signal quality of all channels delivered on the Cable System, including any Educational and Governmental Channels.

3.6 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the Municipality for its exclusive use a complete set of Comcast Service Area maps of the Municipality, on which will be shown those areas in which its facilities exist and the location of all streets. Updated maps shall be delivered to the Municipality within thirty (30) days after a request is made.

3.7 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the written request of any person holding a building moving permit issued by the Municipality, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. The expense of such temporary raising or lowering of its wires shall be paid to Comcast by the person, firm or corporation requesting the same. If the building to be moved is owned or operated by the Municipality, Comcast shall raise or lower its wires at no cost to the Municipality.

3.8 DISCONNECTION AND RELOCATION

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

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Municipality shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

3.9 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Municipality, it shall be necessary, in the reasonable judgment of the Municipality or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Municipality shall have the right to do so without cost or liability, provided that, wherever possible, the Municipality shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In requiring Comcast to temporarily relocate its wires, cable or other equipment, the Municipality shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

3.10 TREE TRIMMING

(a) Comcast, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables or other equipment of Comcast in accordance with applicable laws and regulations. Comcast shall compensate the Municipality or other property owner for any damage caused to real property by such tree trimming or removal.

(b) If Comcast or its agents, including subcontractors, wish to cut down and remove any tree or trees in the public rights-of-way as may be necessary for the installation and maintenance of its equipment, it shall apply to the Municipality for permission and, if permission is granted, comply with applicable ordinances or regulations concerning public shade trees. Comcast shall perform such cutting and removal in accordance with accepted arboreal standards and with the regulations of the Municipality. The Municipality shall treat Comcast the same as, and require no more of Comcast, than any other similarly situated entity.

3.11 FALLEN TREES ON CABLE WIRES

In the event a tree or trees, including trunks or branches, fall solely upon a cable or wire that is part of Comcast's Cable System, Comcast shall remove the tree or trees within forty-eight (48) hours of receiving notice from a Subscriber or the Municipality, weather permitting. If a fallen tree is of a sufficient size to require a professional tree contractor to remove it, Comcast shall request that such a contractor remove the tree, and such tree shall be removed within seventy-two (72) hours of receiving Comcast's request, weather permitting.

SECTION 4
SYSTEM SPECIFICATIONS AND STATE-OF-THE-ART

4.1 SYSTEM SPECIFICATIONS

Comcast shall design, construct and maintain a Cable System covering the Municipality that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards with a bandwidth no less than 750 MHz with addressable technology with no less than one hundred twenty-five (125) video channels received for digital or analog transmission and shall allocate sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2 STATE-OF-THE-ART

(a) Comcast and the Municipality acknowledge that the technology of Cable Systems is an evolving field. Comcast's Cable System in the Municipality shall be capable of offering Cable Services that are comparable to other Cable Systems owned and managed by Comcast or its Affiliated Entities in the Pennsylvania counties of Berks, Schuylkill, Lebanon, and Lancaster ("Comparable Systems") pursuant to the terms of this subsection. The Municipality may send a written notice to Comcast, not to exceed one request every three (3) years, requesting information on Cable Services offered by such Comparable Systems. Within sixty (60) days of receiving such request, Comcast shall provide the Municipality with information on any Cable Services that are offered in any of the Comparable Systems but not being offered in the Municipality, the percentage of total subscribers in such Comparable Systems to whom such Cable Services are available, and when Comcast anticipates making such Cable Services available in the Municipality.

(b) If the identified Cable Services are being offered by Comcast and/or its Affiliated Entities to at least forty percent (40%) of the total subscribers in the Comparable Systems, the Municipality may require that Comcast make such Cable Services available in the Municipality. Should the Municipality determine that Comcast shall commence provision of such Cable Services, then the Municipality and Comcast shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Services. The discussion shall take into consideration the benefits from the provision of such Cable Services, the cost of implementing them in the Municipality, and the impact, if any, on subscriber rates.

SECTION 5
CUSTOMER SERVICE STANDARDS

5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall maintain a customer service location that is conveniently located and which shall be open during Normal Business Hours. The term “Normal Business Hours” is defined in Section 14 “Definitions” below.

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

(c) Under Normal Operating Conditions, 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 (90) percent of the time under Normal Operating Conditions measured on a quarterly basis. The term “Normal Operating Conditions” is defined in Section 14 “Definitions” below.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of complaints indicates a clear failure to comply. If the Municipality determines, after receiving complaints itself and/or receiving a record of complaints made to Comcast in accordance with Section 8 below, that there is a clear failure to comply with the telephone answering requirements above, the Municipality shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the Municipality with its results.

5.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that all employees and agents, including any subcontractors, who personally visit any residential dwelling display a photo identification badge. Comcast shall require that any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, prominently display the Comcast or “cable contractor” logo.

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

(c) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. The term “Service Interruption” is defined in Section 14 “Definitions” below. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer and shall be diligently pursued to completion.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer with either a specific time or an “appointment window” of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer.

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

5.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not more than one (1) year thereafter to each Subscriber

and the Municipality, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service;
- (6) Billing and customer complaint procedures;
- (7) Comcast's address, telephone number and office hours;
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) Comcast shall notify Subscribers and the Municipality in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such changes are within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Municipality on the transaction between Comcast and the Subscriber.

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

5.4 BILLING

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

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

5.5 CUSTOMER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all customer Complaints, as defined in Section 14 below, which shall include at least the following:

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

(b) If the Municipality is contacted directly about a customer complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required above shall commence.

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

- (1) The Subscriber provides a written complaint to Comcast in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

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

5.6 DISCONNECTION

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

- (a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay; and
- (b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, which may be on the Subscriber's bill, specifying the effective date after which Cable Services are subject to disconnection; and
- (c) If there is no pending written dispute with Comcast regarding the bill; or
- (d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or services or is engaged in theft of Cable Service.

5.7 CREDIT FOR SERVICE INTERRUPTIONS

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

5.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. All references to privacy in this Section are subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, known as the "USA PATRIOT ACT."

(b) Comcast shall be responsible for carrying out and enforcing such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally identifiable Subscriber

information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

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

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

(e) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

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

SECTION 6
SERVICES TO THE COMMUNITY

6.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall, at no charge to the Municipality, provide one (1) cable Drop, outlet, and Basic and Expanded Basic services (or equivalent) package to all present and future Municipal Buildings, public and private school buildings, and public libraries. "Municipal Buildings" are defined as those buildings owned or leased and operated by the Municipality for government purposes, including the administration building, police stations, fire companies, ambulance services, public works buildings, municipal authorities, and water and sewer treatment plants. Municipal Buildings shall not include buildings owned by Municipality but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. "Public and private schools" are identified as those schools that receive funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, not including "home schools".

(b) Within three (3) months of the Effective Date of this Agreement, Comcast shall, at no charge to the Municipality, provide the above-referenced services to each building identified in Exhibit A. No charge shall be made for installation or service, except that Comcast may charge for installation and service for more than one (1) drop in each building or any such connection beyond a standard installation.

(c) Within three (3) months of the Effective Date of this Agreement, Comcast shall, at no charge to the Municipality, provide one (1) high speed Internet service connection via cable modem to the municipal administration building. No charge shall be made for installation or service, except that Comcast may charge for installation and service for more than one (1) cable modem service connection to the administration building.

6.2 EDUCATIONAL AND GOVERNMENTAL CHANNELS

(a) Municipality reserves the right to obtain from Comcast, upon one hundred twenty (120) days written notice, the use of one Educational channel and one Governmental channel in accordance with Section 611 of the Cable Act for non-commercial use by the Municipality and the other municipalities comprising the Northern Berks Cable Consortium, as defined in Section 14 "Definitions" below. Comcast may request additional time in excess of one hundred twenty (120) days if

necessary to make the channels operational. The channels shall be used for community programming related to governmental and/or educational activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, and bringing education into the home. The Municipalities of the Northern Berks Cable Consortium shall have complete control over the content, scheduling, administration and all other aspects of the Educational and Governmental channels and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over Educational and Governmental channel programming.

(b) To enable the applicable municipalities and/or designees to utilize the Educational and Governmental channels, the municipalities shall identify and furnish in writing to Comcast the addresses of no more than two (2) remote origination points. Comcast shall, after concluding that it is technically feasible, provide and install, at its sole cost and expense, within ninety (90) days of receipt of the addresses of the locations, cable, wire, lines and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can originate from the selected locations and be distributed via the Cable System to Subscribers in the applicable municipalities. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Lines." Comcast shall distribute the video signals for the Educational and Governmental channels in high quality resolution.

SECTION 7

REGULATION BY MUNICIPALITY

7.1 RIGHT TO INSPECT

(a) The Municipality shall have the right, upon thirty (30) days' written notice and during Normal Business Hours, to inspect at the local notice location for Comcast specified in Section 13.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

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

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Municipality or its designated representatives shall be treated as

confidential so long as the Municipality is 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.

The Municipality 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 Municipality acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Municipality 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.).

7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Municipality or its representatives may conduct a full compliance review, including possible public hearings, with respect to whether Comcast has complied with any material term of this Agreement so long as it provides Comcast with fifteen (15) days written notice in advance of the commencement of any such reviews or public hearings. Upon completion of the review, the Municipality shall provide Comcast with a written statement regarding the results of the review.

7.3 RESERVED AUTHORITY

The Municipality reserves the regulatory authority derived from the Cable Act, any amendments thereto, and any other relevant federal or state laws or regulations.

SECTION 8

REPORTING REQUIREMENTS

8.1 QUARTERLY FRANCHISE FEE REPORT

In accordance with Section 2.3 of this Agreement, Comcast shall accompany each quarterly franchise fee payment with a written report containing an accurate statement of Comcast's Gross Revenues received for the quarter in connection with the operation of Comcast's Cable System to provide Cable Service and a brief report showing the basis for computation of fees. The report will contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

8.2 ANNUAL FINANCIAL REPORT

Upon written request, Comcast shall submit to the Municipality a financial statement, including a statement of income, balance sheet, and a statement of sources and applications of funds, which shall be certified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section.

8.3 CUSTOMER COMPLAINT REPORT

Upon written request, Comcast shall submit to the Municipality a report showing the number of Complaints, as defined in Section 14 of "Definitions" below, originating from the Municipality received within the prior twelve (12) months. The report shall provide the number of calls received, the general nature of the Complaints, and summary descriptions of the resolutions of the Complaints.

8.4 GOVERNMENT REPORTS

Upon written request, Comcast shall provide to the Municipality copies of any and all communications, notifications, reports or other documents submitted to any federal or state regulatory agency within the prior twelve (12) months, provided such documents pertain to Comcast's Cable System within the Municipality. Comcast shall provide copies of such documents no later than thirty (30) days after such

request. Comcast and the Municipality shall comply with the terms and conditions regarding confidentiality set forth in Section 7.1(c) of this Agreement.

SECTION 9

FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

9.1 VIOLATIONS

(a) If the Municipality has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the Municipality does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Municipality hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the Municipality's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Comcast's control, the period of time in which Comcast must cure the violation may be extended by the Municipality in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Municipality.

(c) If the violation has not been cured within the time allowed under Section 9.1(b) above, then Comcast shall be liable for liquidated damages in accordance with Section 9.2 below.

9.2 LIQUIDATED DAMAGES

(a) Because it may be difficult to calculate the harm to the Municipality in the event of a violation of this Agreement by Comcast, the parties agree to liquidated damages as a reasonable estimation of the actual damages. To the extent that the Municipality elects to assess liquidated damages as provided in this Agreement and such liquidated damages have been paid, such damages shall be the Municipality's sole and exclusive remedy. Nothing in this Section shall preclude the Municipality from exercising any other right or remedy with respect to a violation

that continues past the time the Municipality ceases to assess liquidated damages for such breach.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Municipality. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days, after which the Municipality may commence revocation of the Agreement and/or initiate a lawsuit in a court of competent jurisdiction.

(c) The Municipality may assess liquidated damages against Comcast in the following amounts provided Comcast has had an opportunity to cure in accordance with Section 9.1(b).

- (1) For failure to comply with the technical requirements specified in Section 3.1: \$250 per day for each day the violation continues;
- (2) For failure to provide and maintain Cable Service as specified in Section 3.2: \$250 per day for each day the violation continues;
- (3) For failure to make repairs and restorations as specified in Section 3.4: \$100 per day for each day the violation continues;
- (4) For failure to disconnect, relocate, or remove equipment as specified in Section 3.8 and 3.9: \$100 per day for each day the violation continues;
- (5) For failure to comply with the Cable System specifications or the state-of-the-art requirements specified in Sections 4.1 and 4.2: \$250 per day for each day the violation continues;
- (6) For failure to comply with any customer service standard as specified in Section 5: \$100 per day for each day the violation continues;
- (7) For failure to provide services to the community as specified in Section 6: \$100 per day for each day the violation continues;
- (8) For failure to permit the right of inspection as specified in Section 7.2: \$100 per day for each day the violation continues;
- (9) For failure to submit reports in a timely fashion as specified in Section 8: \$50 per day for each day the violation continues;

- (10) For failure to provide a performance bond as specified in Section 9.3: \$100 per day for each day the violation continues;
- (11) For failure to comply with programming requirements as specified in Section 10: \$100 per day for each day the violation continues;
- (12) For failure to carry all the insurance required in Section 11.2: \$200 per day for each day the violation continues;
- (13) For failure to comply with transfer or renewal provisions as specified in Section 12: \$100 per day for each day the violation continues;
- (14) For failure to comply with the removal of system requirements as specified in Section 13.2: \$250 per day for each day the violation continues.

9.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain during the franchise term, at its expense, a performance bond running to the Municipality with a company surety licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations in this Agreement. The performance bond shall provide that the Municipality may recover from the principal and surety any compensatory damages incurred by the Municipality for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 9.1 and 9.2 above.

(b) The performance bond shall be in the minimum amount of Twenty Thousand Dollars (\$20,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Municipality.

9.4 REVOCATION

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

(1) Comcast practices any fraud or deceit upon the Municipality in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast transfers, assigns, changes control or attempts to transfer, assign or change control of this franchise, the Cable System or any significant portion thereof, or more than twenty-five (25%) of the equitable ownership of the Cable System without the consent of the Municipality;

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

(4) 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 due to Force Majeure as defined in Section 13.1. Comcast shall not be excused from the performance of any of its obligations under this franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Board of Supervisors after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses, and to respond to any notice of grounds to terminate. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state with specificity the grounds for revocation. The Board of Supervisors, 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 Municipality shall issue such declaration and finding in a written report or decision.

SECTION 10 **PROGRAMMING**

10.1 CHANNEL CAPACITY

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

10.2 BASIC SERVICE TIER

Consistent with the requirements of federal law, Comcast shall provide all Subscribers with a Basic Service Tier that includes the retransmission of local broadcast television signals.

10.3 SIGNAL SCRAMBLING

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

10.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided they request such service and their financial and other obligations to Comcast are honored. Subject to the force majeure provisions in Section 13 of this Agreement, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption.

10.5 PARENTAL CONTROL CAPABILITY

Upon request, Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming.

10.6 TIER BUY-THROUGH PROHIBITION

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

SECTION 11
LIABILITY AND INDEMNIFICATION

11.1 INDEMNIFICATION

Comcast shall, at its sole cost and expense, indemnify, defend and hold harmless the Municipality, its elected and appointed officers, agents and employees acting in their official capacities, from any and all claims for injury, loss, liability, or expense arising in whole or in part from, incident to or connected with any act or omission of Comcast, its officers, agents or employees, arising out of the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities, including the actions or omissions of any contractor or subcontractor of Comcast acting within the scope of its engagement. Comcast's indemnification obligations shall commence upon timely receipt of notice in writing from the Township of the Township's receipt of a claim or action pursuant to this Section. The obligation to indemnify, defend and hold the Municipality harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, and reasonable attorneys' fees.

11.2 INSURANCE

(a) Comcast shall maintain insurance throughout the term of this Agreement naming the Municipality as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A-", indemnifying the Municipality from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

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

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

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

(4) Comcast shall maintain Workers' Compensation insurance on all employees engaged in the installation or maintenance of its equipment.

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the Municipality will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Municipality.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Comcast to the Municipality within thirty (30) days of the Effective Date of this Agreement.

SECTION 12

FRANCHISE TRANSFER AND RENEWAL

12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Municipality.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Municipality.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five percent (25%) of its equitable ownership in the Cable System without the prior written consent of the Municipality.

(d) 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 to a financial institution in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

(e) Comcast shall make written application to the Municipality of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. Within thirty (30) days of receiving a request for transfer, the Municipality, in accordance with the Cable Act and FCC rules, shall notify Comcast in writing of any additional information it requires to determine the legal, financial, and technical qualifications for the transferee or new controlling party. The Municipality shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

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

12.2 RENEWAL

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

SECTION 13 MISCELLANEOUS

13.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "Force Majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; and partial or entire failure of utilities.

13.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within three (3) months of such lawful termination or revocation, the Municipality or property owner may deem any property not removed as having been abandoned and the Municipality may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Municipality written notice of its intent at least ninety (90) days prior to such decision, which notice shall describe the property and its location. The Municipality shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto, or transfer ownership of the property to the Municipality's designee provided fair market value is paid to Comcast.

13.3 NOTICES

All notices shall be in writing and shall be sent by U.S. Postal Service or by a nationally recognized overnight courier service that guarantees next day delivery. Every notice or payment to be served upon or made to the Municipality shall be sent to:

Centre Township
449 Bucks Hill Road
Mohrsville, PA 19541

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

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

General Manager
Comcast of the South, Inc.
and
Comcast of New Mexico/Pennsylvania, Inc.
400 Riverfront Drive
Reading, PA 19602

With a copy to:

Comcast
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

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

Each delivery to Comcast or the Municipality shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

13.4 EQUAL EMPLOYMENT OPPORTUNITY

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

13.5 CAPTIONS

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

13.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the United States and the Commonwealth of Pennsylvania. If a suit or complaint is brought by a party to this Agreement, the parties agree that a hearing of such action shall be exclusively in the courts of Pennsylvania, County of Berks, or in the United States District Court for the Eastern District of Pennsylvania.

13.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Municipality and Comcast.

13.8 SEVERABILITY

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

13.9 CHANGE OF LAW

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

13.10 NO THIRD-PARTY BENEFICIARIES

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

13.11 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Municipality and their respective successors and assigns. This Agreement is authorized by Ordinance No. 112-2004 dated NOVEMBER 8, 2004 of the Board of Supervisors.

SECTION 14 **DEFINITIONS**

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

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast.

(b) Basic Service - That service tier which shall include the retransmission of local broadcast television signals.

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

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

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Municipality, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 521 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written or oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's operation of its Cable System that has generated a work order and/or necessitated a response.

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

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received by Comcast derived from or attributable to the operation of Comcast's Cable System in the Municipality to provide Cable Services. Gross Revenues shall include the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services;

- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for "trouble calls";
- (9) fees for leased access channels;
- (10) rental or sales of any and all subscriber equipment, including converters and remote control devices;
- (11) any and all advertising revenues excluding prior commissions paid to agencies;
- (12) revenues or commissions from home shopping channels;
- (13) fees for any and all music services;
- (14) fees for video-on-demand;
- (15) late payment fees;
- (16) NSF check charges; and
- (17) franchise fees.

Gross Revenues shall not include bad debts or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the Municipality, state, federal or other governmental unit.

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

(k) 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.

(i) Northern Berks Cable Consortium – Refers collectively to the following municipalities that joined together in cable franchise renewal: Centre Township, Lower Alsace Township, Ontelaunee Township, Perry Township, Port Clinton Borough, Shillington Borough, Shoemakersville Borough, Tilden Township, Upper Bern Township, and Upper Tulpehocken Township. For the purposes of this Agreement, the Northern Berks Cable Consortium as an entity shall not be considered a party to the Agreement.

- (m) Outlet - An interior receptacle that connects a television set to the Cable System.
- (n) Programming - Any video or audio signal carried over the Cable System.
- (o) Service Area – The geographic area within the legal boundaries of the Municipality in which Comcast operates a Cable System to provide Cable Services.
- (o) Service Interruption - The loss of picture or sound on one (1) or more channels.
- (p) Standard Installation – An installation of new Cable Service at a location not more than 125 feet from the existing distribution cable.
- (p) Subscriber - A member of the general public who lawfully receives Cable Service distributed by a Cable System and does not further distribute the signals of such Cable Service.

WITNESS our hands and official seals, this 8th day of November, 2004.

ATTEST

CENTRE TOWNSHIP

Jeannie Thim

By: [Signature]

Name (Print): Edward Le 4

Title: supervisor

Date: 11/8/04

ATTEST:

COMCAST OF NEW MEXICO /
PENNSYLVANIA, INC.

Robin Penner

By: [Signature]

Name (Print): David R. Breidinger

Title: Vice President

Date: 12/14/04

ATTEST:

COMCAST OF THE SOUTH, INC.

Robin Penner

By: [Signature]

Name (Print): David R. Breidinger

Title: Vice President

Date: 12/14/04

EXHIBIT A

**LIST OF DESIGNATED LOCATIONS FOR COMPLIMENTARY
SERVICES TO COMMUNITY FACILITIES**

Centre Township

Centre Township Building
449 Bucks Hill Road
Mohrsville, PA 19541

Public Works Building
Bucks Hill Road
Mohrsville, PA 19541

Central Berks Fire Company
11 Callowhill Road
Centerport, PA 19516