

# **EXHIBIT A**

Bill No. 150809



**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**CITY OF PHILADELPHIA**

**AND**

**COMCAST OF PHILADELPHIA, LLC,**

**COMCAST OF PHILADELPHIA II, LLC**

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise Agreement” or “Agreement”) is entered into by and between the CITY OF PHILADELPHIA, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Local Franchising Authority” or the “City”), and COMCAST OF PHILADELPHIA, LLC and COMCAST OF PHILADELPHIA II, LLC, duly organized under the applicable laws of the Commonwealth of Pennsylvania (the “Franchisee” or “Comcast”).

WHEREAS, Comcast holds franchises authorizing it to own, operate and maintain a Cable System, as defined in the Communications Act of 1934 (the “Communications Act” or “Act”), as amended, in and along the public rights-of-way and streets of the City for the purpose of providing Cable Service, as defined in the Act, in each of Franchise Areas I, II, III and IV; and

WHEREAS, the Act provides that the City may require that Comcast obtain a cable franchise from the City as a condition of its operating such a Cable System and furnishing such Cable Service over the system in the City; and

WHEREAS, Chapter 11-700 of The Philadelphia Code requires that Comcast hold a cable franchise from the City before operating a Cable System or providing Cable Service in the City, and further provides that the Council of the City of Philadelphia must approve any such franchise or its renewal by ordinance; and

WHEREAS, Comcast has applied for and the City wishes to grant renewal of the cable franchises Comcast holds in Franchise Areas I, II, III and IV; and

WHEREAS, subject to approval by the Philadelphia City Council as set forth in Section 2.1, the City and the Franchisee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City’s grant of a franchise to the Franchisee, the Franchisee’s promise to provide Cable Service to residents of the Franchise Area of the City pursuant to and consistent with the Communications Act (as hereinafter defined), and in accordance with the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel or PEG Channel:* A video Channel that the Franchisee shall make available to the City without charge for noncommercial Public, Educational, or Governmental use for the transmission of video programming as directed by the City.

1.2 *Access Corporation:* Philadelphia Public Access Corporation, doing business as Philadelphia Community Access Media (“PhillyCAM” or “PCAM”) and referred to in this Agreement as PhillyCAM or PCAM, designated by the City to operate Public Access Channels as of the Effective Date, or any successor to PCAM or other entity designated by the City in its sole discretion to operate Public Access Channels and provide Public Access programming in the City.

1.3 *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee, excluding any entity related to the operations of NBC Universal.

1.4 *Basic Service or Basic Cable Service:* Any cable service tier that includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.5 *Bill No. 53-A:* Bill No. 53-A of the Council of the City of Philadelphia, dated March 24, 1984 and approved by the Mayor March 29, 1984.

1.6 *Cable Act:* Sections 601-653 of the Communications Act, 47 U.S.C. §§ 521-573.

1.7 *Cable Service or Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.8 *Cable System or System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), operated by Franchisee pursuant to this Agreement to provide Cable Service in the Franchise Area.

1.9 *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.10 *Commissioner:* The Commissioner or Chief Innovation Officer of the Office of Innovation and Technology of the City of Philadelphia, or such other City office or department as may be given responsibility over cable franchising in the future.

1.11 *Communications Act:* The Communications Act of 1934, as amended.

1.12 *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.13 *Educational Access Channel*: An Access Channel available to the School District of Philadelphia and other educational institutions designated by the City, for use for educational purposes.

1.14 *Effective Date*: The date which this Agreement is effective, as provided in Section 2.3, *Term*.

1.15 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Force Majeure*: An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or abnormal weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrections, riots, acts of public enemy, actions or inactions of any government instrumentality or public utility other than the Franchisee (including condemnation), court order, accidents for which the party is not responsible, fire, flood, or acts of God, or work delays caused by utility providers (other than the Franchisee) to service or monitor utility poles to which the Franchisee's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary, where such work delays and/or unavailability is reasonably beyond the ability of the Franchisee to anticipate and/or control.

1.17 *Franchise*: The collective rights and privileges granted to Franchisee pursuant to this Agreement.

1.18 *Franchise Area*: Means and refers, collectively, to Franchise Areas I, II, III, and IV.

1.19 *Franchise Area(s) I, II, III, and IV*: Franchise Area(s) I, II, III, and IV of the City of Philadelphia, as each such area is mapped in Appendix "B" to Bill No.53-A, and which areas together comprise the entire geographical area of the City and County of Philadelphia, Pennsylvania.

1.20 *Franchisee*: Comcast of Philadelphia, LLC and Comcast of Philadelphia II, LCC, and their lawful and permitted successors, assigns, and transferees.

1.21 *Government Access Channel*: An Access Channel available to the City and/or its designee for use for governmental purposes.

1.22 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles (GAAP), which is derived by Franchisee and its Affiliates, directly or indirectly, from the operation of the Cable System to provide Cable Service in the City, including, but not limited to, such revenues for or consisting of:

- (1) Basic Service fees;

- (2) fees charged to Subscribers for any cable service tier other than Basic Service;
- (3) fees charged for premium cable services, *e.g.* HBO, Cinemax, or Showtime;
- (4) fees charged to Subscribers for any optional, per-channel, or per-program cable 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 Cable Service;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for cable service calls;
- (9) revenues and fees from the sale or lease of channels or channel capacity;
- (10) fees for rental or sales of any and all customer Cable Service equipment, including digital video recorders, converters, and remote control devices;
- (11) subject to Section 1.22.1.8 of this Agreement, foregone revenue that Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent Section 1.22.1.8 below;
- (12) all revenues received by Franchisee or its Affiliates from advertising that is made available to Subscribers through the Cable System, whether sold by Franchisee or others, but subject to Section 1.21.1.1;
- (13) revenues or commissions from home shopping channels subject to Section 1.22.1.5 below;
- (14) fees for any and all music services that are deemed to be a Cable Service over the Cable System;
- (15) late payment fees;
- (16) NSF check charges;
- (17) Franchise Fees;
- (18) revenues from sales of program guides;
- (19) fees for video-on-demand;
- (20) revenues from the sale or rental of Subscriber lists;
- (21) PEG fees (*i.e.* fees collected by Franchisee from Subscribers for the purpose of recovering PEG payments, I-Net costs or in-kind services provided under this Agreement); and
- (22) Regulatory fees imposed by the FCC or any other state or federal agency on Cable Service.

1.22.1 Gross Revenue shall not include:

1.22.1.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;



1.22.1.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries and revenues from the sale of bad debts to any third party shall be included in Gross Revenue during the period collected;

1.22.1.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.22.1.4 Any revenues classified as Non-Cable Services revenue under federal or state law;

1.22.1.5 Any revenue of Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except that portion of such revenue which represents or can be attributed to a Subscriber fee or to a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.22.1.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer and pay them to the City or to another local franchise authority;

1.22.1.7 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.22.1.8 Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.22.1.9 Sales of capital assets or sales of surplus equipment;

1.22.1.10 Program launch fees;

1.22.1.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.22.1.12 Advertising sales commissions retained by or paid to unaffiliated third parties and not received by or inuring to the benefit of Franchisee (for example, a commission the advertising purchaser owes its agent).

1.22.2 Bundled Services. If Cable Services are provided to Subscribers in conjunction with non-Cable Services and sold to Subscribers as part of a single bundle of services, the revenue earned on the bundle shall be allocated in accordance with GAAP and applicable law and shall not be disproportionately allocated for the purpose of reducing franchise fees; provided, however, that bundled revenues shall be allocated on a *pro rata* basis based on the full rate-card price for the services in the bundle, with the exception of equipment which may not be discounted due to tax law requirements and subject to applicable law. In no event shall Franchisee use a revenue allocation methodology designed for the purpose of evading franchise fees.

1.23 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.24 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.25 *Local Franchise Authority (City)*: The City of Philadelphia or the lawful successor, transferee, or assignee thereof.

1.26 *Multiple Dwelling Units or MDUs*: Shall include any area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households. The term shall include mobile home parks.

1.27 *Non-Cable Services*: Any service that does not constitute a Cable Service as defined herein.

1.28 *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.

1.29 *Normal Operating Conditions*: Shall be defined as it is under 47 C.F.R. § 76.309(c)(4)(ii).

1.30 *PEG*: Public, Educational and Governmental.

1.31 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.32 *Public Access Channel*: An Access Channel available for use by the City or its designee to distribute public access programming in the Franchise Area.

1.33 *Public Rights-of-Way or Right-of-Way or ROW*: The surface and space above and below any real property in the City in which the City has a regulatory interest, or interest as a

trustee for the public, as such interests now or hereafter exist, including, but not limited to, all streets, highways, avenues, roads, alleys, sidewalks, pedestrian and vehicle tunnels, passageways, concourses, viaducts, bridges, and skyways under control of the City, and any unrestricted public or utility easements established, dedicated, platted, improved or devoted for utility purposes; provided, that the following lands are not included in the Right-of-Way; lands administered by the Division of Aviation of the Commerce Department, lands owned by the City that are not streets, and lands, other than the following Streets, that are under care and jurisdiction of the Fairmont Park Commission; Belmont Avenue, Bells Mill Road, Benjamin Franklin Parkway, Cobbs Creek Parkway, Cresheim Valley Drive, Haverford Avenue, Henry Drive, Hunting Park Avenue, Kelly Drive, Lansdowne Avenue, Lincoln Drive, Montgomery Drive, Parkside Avenue, Rhawn Street, Roosevelt Boulevard, the Schuylkill Expressway, Southern Parkway, and West River Drive. The phrases “in the Right(s)-of-Way” and “in the right(s)-of-way” mean “in, on, over, along, above and/or under the Right(s)-of-Way” or “right(s)-of-way.” Nothing in this Section 1.33 or elsewhere in this Agreement shall be construed to require that Franchisee obtain a cable television franchise other than the Franchise granted by this Agreement as a condition of providing Cable Service to any geographic area of the City.

1.34 *Service Interruption:* The loss of picture or sound on one or more cable channels.

1.35 *Subscriber:* A Person who lawfully receives Cable Service over the Cable System.

1.36 *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.37 *Title II:* Title II of the Communications Act.

1.38 *Title VI:* Title VI of the Communications Act.

## 2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority:* Pursuant to, and in accordance with, City Ordinance No. 15-0809 (approved December \_\_\_\_, 2015), the City hereby grants to the Franchisee, subject to the Communications Act and this Agreement, the right to provide Cable Service in the City of Philadelphia and to own, operate, and maintain a Cable System in and along the Public Rights-of-Way within the Franchise Area for the purpose of providing Cable Service. This Agreement grants no authority to Franchisee to use the Public Rights-of-Way for any purpose other than the provision of Cable Service unless otherwise expressly provided herein. No privilege or power of eminent domain is bestowed or waived by this grant; nor is such a privilege or power bestowed or waived by this Agreement.

2.2 *Term and Expiration:* This Franchise shall become effective on January 1, 2016 (the “Effective Date”), provided that City Council has approved the Franchise and this Agreement by ordinance and such ordinance has become law. The term of this Franchise shall

be up to and including December 31, 2030 (the “Term”) unless the Franchise is earlier revoked or terminated as provided herein. If the Franchise is not renewed prior to expiration of the term and is not otherwise terminated pursuant to the terms of this Agreement, all rights and obligations of the Franchisee and the City under the Agreement shall continue in full force and effect until the Franchise is renewed or extended, or renewal is denied by the City. The expiration date of Comcast’s franchise for each of Franchise Area I, II, III and IV is deemed extended to the Effective Date. All terms and conditions of the franchise agreements in effect prior to the expiration dates shall apply to the franchise from its expiration through the Effective Date.

2.3 *Grant Not Exclusive:* The Franchise and the rights granted herein, including, without limitation, the right to use and occupy the Public Rights-of-Way to provide Cable Services, shall not be exclusive, and the City reserves the right, subject to applicable law, to grant other franchises for the provision of Cable Service or for similar uses, or for other uses of the Public Rights-of-Way or any portions thereof, to any Person, or to provide similar services or make any such use of the Public Rights-of-Way itself, at any time during the Term of this Franchise Agreement. Any such rights that are granted shall not interfere with Franchisee’s existing facilities of the Cable System.

2.3.1 *Competitive Equity:* The City reserves the right to grant franchises, as “franchise” is defined in the Cable Act (which definition shall apply throughout this Section 2.3.1), or similar authorizations to competitors of Franchisee to provide Cable Service or similar video programming services via Cable Systems or similar wireline systems located in the Right-of-Way. If, following the Effective Date of this Franchise Agreement, the City grants such an additional franchise or similar authorization to use the Right-of-Way to provide such services on terms materially more favorable with respect to the Material Obligations (as defined in Section 2.3.1.1 below) of Franchisee under this Agreement, then the provisions of this subsection 2.3.1 will apply.

2.3.1.1 As part of this Agreement, the City and Franchisee have mutually agreed upon the following terms as a condition of granting the Franchise: the Franchise fee and the definition of Gross Revenue, PEG funding, PEG Access Channels, Institutional Network obligations, records and reporting, liquidated damages, performance bonds, and customer service obligations (hereinafter “Material Obligations”). The City and Franchisee further agree that this provision shall not require that a competitor be granted identical franchise terms so long as the terms are proportionately comparable.

2.3.1.2 Within one (1) year of the adoption of a competitor’s franchise or similar authorization, renewal, or extension or amendment of such, Franchisee must notify the City in writing of the Material Obligations in this Agreement that it contends exceed the Material Obligations of the competitor’s franchise or similar authorization, extension or amendment, or Franchisee’s rights and the City’s obligations provided in this Section 2.3 shall be waived. The City shall have one hundred twenty (120) days to agree to allow Franchisee to adopt the same Material Obligations provided to the competitor, or dispute that the Material Obligations are different. In the event the City disputes the Material Obligations are different,

Franchisee may bring an action in federal court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity.

2.3.1.3 Nothing in this subsection 2.3 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under such applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

2.3.1.4 This Section 2.3.1 does not apply if the City cannot comply without violating applicable laws or regulations, or is required by specific court order or state or federal agency to issue a franchise on different terms and conditions (the FCC's 2006 and 2007 Section 621 Orders are not such an order). The terms of this Section 2.3.1 apply only if the competitor actually commences provision of service in the Franchise Area to its first customer. If the competitor does not continuously provide service for a period of six (6) months, the City has the right to implement this Franchise with its original terms upon sixty (60) days' notice to Franchisee provided, that under such circumstance, all terms of the unmodified franchise shall apply throughout such six (6) month period and such sixty (60) day notice period.

2.3.1.5 This Section does not apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that are awarded franchises or other similar authorizations to serve less than fifteen percent (15%) of the households in the total geographic area of the City or to serve less than 50% of all households in at least one of Franchise Areas I, II, III, or IV; or to systems that only provide video services via the public Internet.

2.4 *Franchise Subject to Federal and State and Local Law:* This Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act, and, subject to Sections 2.6.3 of this Agreement, by all applicable provisions of State and local law, as they may be amended, to the extent the provisions of such State and/or local laws are not in conflict with federal law.

## 2.5 *No Waiver:*

2.5.1 The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise Agreement, shall not be deemed to constitute a waiver of such right or of performance

of this Agreement, nor shall it excuse the City from performance, unless such right or performance has been specifically waived in writing.

2.6 *Construction of Agreement:*

2.6.1 The provisions of this Franchise Agreement shall be liberally construed to effectuate their intent.

2.6.2 *Days; Number and Gender:* Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender. Any references to a number of days in this Agreement shall mean "calendar" days, unless business days are specified.

2.6.3 *Police Powers:* Nothing in this Franchise Agreement shall be construed to prohibit or waive or limit, and the Franchisee, the Franchise and this Agreement shall be subject to, the lawful exercise of the police powers of the City to adopt and enforce laws, ordinances and regulations; provided, however, that such laws, ordinances, and regulations are lawful, and consistent with all federal and State laws, regulations and orders. If the City's exercise of the police power results in any material alteration of the terms and conditions of this Franchise Agreement, then the parties shall use best efforts to modify this Franchise Agreement to ameliorate the negative effects on the Franchisee of the material alteration.

2.7 *Incorporation by Reference of Bill No. 53-A:* To the extent not inconsistent with or preempted by federal law, the Franchisee agrees to be bound by all lawful and applicable terms and conditions of Bill No. 53-A and the same shall be incorporated by reference and made part of this Agreement. This Agreement and Bill No. 53-A shall be read together and in a consistent manner. Notwithstanding the foregoing, where any provision of this Agreement alters or conflicts with the provisions of Bill No. 53-A, the provisions of this Agreement shall prevail. If, however, a provision in Bill No. 53-A merely expands, clarifies or otherwise does not alter or conflict with a provision in this Agreement, then that provision which provides the greatest benefit to the City, in the opinion of the Commissioner, shall prevail.

2.8 *Incorporation of Appendices.* The Appendices to this Agreement, Appendices A-G are hereby incorporated by reference in this Agreement and made a part hereof

3. **SERVICE DEPLOYMENT; PROVISION OF CABLE SERVICE**

3.1 *Franchise Area:* The Franchisee shall make Cable Service available throughout the Franchise Area where the minimum density is at least thirty (30) homes per aerial mile and thirty (30) homes per underground mile, provided that there is underground conduit that is made available to the Franchisee; or sixty (60) homes per underground mile all as measured

from the nearest technically feasible point on the Cable System as determined by the Franchisee and reasonably agreed to by the City.

3.2 *Exceptions:* Franchisee's obligations pursuant to Section 3.1 shall be subject to the following exceptions: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Franchisee's inability to obtain authority to access private rights-of-way in the Franchise Area; (C) developments or buildings or areas that are subject to legally binding exclusive arrangements with other providers; and (D) for periods of delay caused by Franchisee's inability to obtain access to MDU's pursuant to the procedures set forth in Section 3.5 of this Agreement.

3.3 *Non-Discrimination:* Franchisee shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. §541(a)(3) or based upon race or ethnicity.

3.4 *Availability of Cable Service:* The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1. In the areas in which the Franchisee provides Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and actual costs incurred to connect any Subscriber that does not reside in a residential dwelling unit (including, but not limited to, businesses).

3.5 *Service to MDU's:* The parties hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the Landlord, owner or governing body of any such MDU and the Franchisee, which negotiations shall be conducted in accordance with the procedures set forth in Sections 3.5.1-3.5.3 below. Neither the Franchisee nor the City shall be responsible or liable for any failure to provide Cable Service to a lessee, Landlord or condominium owner whose lessors or governing body, as the case may be, does not reach agreement with the Franchisee for the installation of such Cable Service. In each case where Franchisee receives a request for Cable Service from an occupant, Landlord, owner or governing body of an MDU and such MDU is located in an area of the City where Franchisee is offering Cable Service at the time of such request, Franchisee shall follow the following procedures:

3.5.1 Upon receipt of a request for Cable Service from an occupant, Landlord, owner, or governing body, the Franchisee shall initiate negotiations with the landlord, owner or governing body of such MDU in order to obtain valid legal authority to provide Cable Service to units within such MDU.

3.5.2 In the event the Franchisee and the landlord, owner or governing body of such MDU are able to agree upon mutually acceptable terms and conditions for Franchisee's provision of Cable Service to units within such MDU, the Franchisee and the landlord, owner or governing body of such MDU may enter into a written agreement authorizing the Franchisee to provide Cable Service to units within such MDU.

3.5.3 In the event the Franchisee and the landlord, owner or governing body of such MDU are unable to agree upon mutually acceptable terms and conditions for Franchisee's provision of Cable Service to units within such MDU, Franchisee may either: (i) decline to provide Cable Service to such MDU; (ii) defer provision of Cable Service to such MDU; or (iii) decide that it will provide Cable Service and therefore invoke the applicable provisions of 68 P.S. § 250.504B.

#### 4. **SYSTEM FACILITIES**

4.1 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.1.1 Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

4.1.2 All facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

4.1.3 The System shall be equivalent to or exceed technical characteristics of an HFC 750 MHz Cable System and provide activated two-way capability. The Cable System shall be capable of supporting video and audio.

4.1.4 The System shall be capable of continuous twenty-four (24) hour per day operation in accordance with applicable FCC standards.

4.1.5 Facilities and equipment sufficient to cure violations of any applicable FCC technical standards.

4.1.6 The System shall be protected against outages due to electrical power failures. The System shall have back-up electrical power sources that are sufficient to operate the headend of the System for at least 24 hours without other electrical power. Section 4, *Service Interruptions and Outages*, of Appendix B, *Customer Service Standards*, shall apply to Significant Outages, as defined in Appendix B. The System shall be designed with standby power system supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks including all nodes and amplifiers. In addition, throughout the term of this Franchise Agreement, Franchisee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with commercial power outages of



more than two (2) hours duration so that Franchisee can react to power outages prior to the standby capabilities being exhausted. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request.

4.1.7 All facilities and equipment shall be designed, built and operated in compliance with all applicable FCC requirements regarding consumer electronic equipment. Equipment must be installed so that all closed captioning and second audio programming (SAP) programming received by the Cable System shall include the closed caption and SAP signal as long as such signals are provided consistent with FCC standards. Equipment must be installed so that all local signals received with closed captioning, stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

4.1.9 All facilities and equipment for the System shall be designed, built and operated in a manner that protects the safety of System workers and the public.

4.1.10 Franchisee shall maintain trucks, tools, testing equipment, monitoring devices and other equipment and facilities, as well as trained and skilled personnel, sufficient to ensure compliance with applicable law and the requirements set forth in this Article 4.

4.1.11 The Cable System must conform to or exceed all applicable FCC technical performance standards as amended from time to time, and any other future applicable technical performance standards which the City is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect:

4.1.11.1 Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

4.1.11.2 The National Electrical Code;

4.1.11.3 The National Electrical Safety Code (NESC);

4.1.11.4 The standards of the Society of Cable Telecommunications Engineers (SCTE) as applicable; and

4.1.11.5 The ITU G.983 Passive Optical Network standard (if applicable).

#### 4.2 *System Tests and Inspections:*

4.2.1 The Franchisee shall perform all tests on the System as may be required by FCC rules, regulations and practices and practices necessary to demonstrate compliance with

the requirements of the Franchise, and to ensure that System components operate in conformance with such requirements. All tests shall be conducted in accordance with FCC rules, regulations, and practices.

4.2.2 The Franchisee shall conduct any required tests as follows:

4.2.2.1 Proof of Performance tests on the Cable System at least once every six (6) months, or more frequently if required by FCC rules. In consultation with the City, Cable System monitor test points shall be established in accordance with good and sound engineering practices and consistent with FCC guidelines; and all other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise. At a minimum, Franchisee's tests shall include:

4.2.2.1.1 Cumulative leakage index testing of any new construction;

4.2.2.1.2 Semi-annual compliance tests in conformance with generally accepted industry guidelines and to prove system wide compliance with FCC 47 C.F.R. § 76.640(b)(1)(i) (Digital Signals) and new FCC requirements and standards that may become effective during the Term;

4.2.2.1.3 Tests in response to Subscriber complaints;

4.2.2.1.4 Periodic monitoring tests, at intervals not to exceed six (6) months, of Subscriber (field) test points, the headend, and the condition of standby power supplies; and

4.2.2.1.5 Cumulative leakage index tests, at least annually, designed to ensure that one hundred percent (100%) of Franchisee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

4.2.2.2 System tests shall be supervised by a senior engineer of the Franchisee, who shall sign and provide records of all tests performed to the City upon written request.

4.2.2.3 The City shall have the right to designate a City employee (or a third party consultant to the City, provided that such third party consultant executes, in advance, a nondisclosure agreement in a form reasonably acceptable to Franchisee) to visually inspect Franchisee's Cable System in order to verify compliance with this Article 4, *System Facilities*, and to witness and/or review all Proof of Performance Tests required under this Agreement. The Franchisee shall provide the City with at least ten (10) business days' notice of, and opportunity to observe, any such Proof of Performance Test performed on the Cable System;

4.2.2.4 The Franchisee shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the City upon the City's request. The City shall have the same rights the FCC has to inspect the Franchisee's performance test data;

4.2.2.5 If any test required under this Section 4.2 indicates that any component of the Cable System fails to comply with requirements set forth in this Section 4.2, the Franchisee, shall promptly take corrective action, shall retest the non-compliant component(s), and shall advise the City of the action taken and results achieved, and supply the City with a written report of the test results within thirty (30) days after the date corrective action was completed.

4.2.2.6 Where there exists other evidence that in the reasonable judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Franchisee to test, analyze and report on the performance of the Cable System. Franchisee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

4.2.2.6.1 the nature of the complaint or problem which precipitated the special tests;

4.2.2.6.2 the Cable System component(s) tested;

4.2.2.6.3 the equipment used and procedures employed in testing;

4.2.2.6.4 the method, if any, in which such complaint or problem was resolved; and

4.2.2.6.5 any other information pertinent to said tests and analysis which may be required.

4.2.3 The Commissioner may, for good cause shown, waive or limit the system test and inspection requirements in this Section 4.2.

4.3 *Interconnection:* The Franchisee shall design its Cable System so that the System can be interconnected with other cable systems in the Franchise Area, however any such interconnection shall be the prerogative of the respective companies. Subject to the requirements of Article 5, *PEG Channels and Support*, interconnection of systems may be made by direct fiber optic cable connection, microwave link, satellite, or other equivalent methods.

4.4 *Emergency Alert System:* The Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC in order that emergency messages may be distributed over the System.

4.5 *Annual Public Performance Review Session*

4.5.1 Not more than once per calendar year, and upon thirty (30) days written notice to the Franchisee, the Commissioner, in the Commissioner's sole discretion, may require the Franchisee to attend and participate in a scheduled performance review session, presided over by the Commissioner, within ninety (90) days after the close of each calendar year of the Franchise (the "Annual Public Performance Review Session"). All Annual Public Performance Review Sessions shall be open to the public.

4.5.2 At any Annual Public Performance Review Session, Franchisee shall not be required to disclose any information or documents reasonably determined by Franchisee to be proprietary or confidential; provided, however, that Franchisee shall cooperate in good faith to participate in any such Annual Public Performance review Session. Topics which may be discussed at any scheduled Annual Public Performance Review Session may include, but not be limited to: service, Franchise Fee, application of new technologies, System performance, services provided, programming offered, customer complaints, privacy, amendments to ordinances, regulations and judicial or FCC rulings, this Agreement and City rules.

4.6 *Commissioner Review Session:*

4.6.1 The Commissioner, upon thirty (30) days written notice to the Franchisee, may require the Franchisee to participate in an annual review session with the Commissioner, which session shall not be open to the public (the "Commissioner Review Session"). The purpose of such Commissioner Review Session shall be to discuss any topics the Commissioner may reasonably determine to be necessary to ensure compliance with Franchisee's obligations pursuant to this Franchise. Franchisee shall not be required to make publicly available information deemed to be confidential, trade secret, customer private information, or otherwise competitively sensitive information, but may not withhold such information from the Commissioner, all subject to applicable law. Franchisee shall not be required to participate in any Commissioner Review Session more than once per calendar year during the Term of this Franchise Agreement, subject to Section 4.6.2 of this Agreement.

4.6.2 With thirty (30) days written notice from the date of any Commissioner Review Session, the Commissioner may require a second (2nd) or additional Commissioner Review Session(s) (each a "Follow-Up Commissioner Review Session") in the event the Commissioner reasonably determines that the Commissioner requires additional information from the Franchisee to assess the topics covered in the Commissioner Review Session as set forth in Section 4.6.1.

4.6.3 In the event the Commissioner determines that it is reasonably necessary to review any documents or other information during any Commissioner Review Session and/or Follow-Up Commissioner Review Session, the Commissioner shall so notify the Franchisee, with reasonable specificity, in the Commissioner's written notice to the Franchisee requesting such Commissioner Review Session and/or Follow-Up Commissioner Review Session; provided, however, that any such documents reasonably identified by Franchisee in writing to be confidential and proprietary that are made available by the Franchisee during any Commissioner Review Session and/or Follow-Up Commissioner Review Session shall be treated by the City as confidential and proprietary, unless otherwise required by law or court order or expressly permitted by the Franchisee in writing.

4.6.4 Within thirty (30) days after the conclusion of any Commissioner Review Session and/or Follow-Up Commissioner Review Session, the Commissioner shall provide Franchisee a written report setting forth the Commissioner's findings based on the Commissioner Review Session and/or Follow-Up Commissioner Review Session.

4.6.5 During a review and evaluation by the City, the Franchisee shall fully cooperate with the Commissioner and shall provide such information and documents that are reasonably necessary to perform the review.

4.7 *Cable Plant Integrity Program:* Franchisee shall conduct a comprehensive cable plant integrity inspection and correction program as specifically set forth in Appendix E hereto.

## 5. **PEG SERVICES AND FUNDING**

### 5.1 *PEG Channels and Funding:*

5.1.1 *PEG Channels:* Franchisee shall furnish channels and funding for Public, Educational, and Government Access programming, as set forth in this Section 5.1, in order to ensure universal availability of Public, Educational, and Government Access programming in the City.

5.1.2 *Channel Availability:* Franchisee shall provide use of channel capacity on its Basic Service Tier consisting of up to four (4) digital Public Access Channels, up to five (5) digital Educational Access Channels, and up to two (2) digital Government Access Channels (collectively, "PEG Channels"). All PEG Channels will originate at a PEG Origination Location, as set forth in Section 5.6.

5.1.2.1 *Public Access.* The Franchisee shall continue to make available two Public Access Channels to the Access Corporation. The first public access channel shall continue to be made available in standard definition and high definition. Thirty-six (36) months after the Effective Date, the Access Corporation may request through the City that a third digital standard definition channel be made available and Franchisee shall implement such request

within 120 days provided that the Access Corporation documents that it is producing and airing at least 20 hours per week of Philadelphia-based content on each of the existing two channels and has done so for the prior six months. Sixty (60) months after the Effective Date, the Access Corporation may request through the City that a fourth digital standard definition channel be made available and Franchisee shall implement such request within 120 days, provided that the Access Corporation documents that it is producing and airing at least 20 hours per week of Philadelphia-based content on each of the existing three channels and has done so for the prior six months. The standard definition versions of public access channels carried in high definition may be discontinued when 90% of Franchisee's customers subscribe to high definition Cable Services on the condition that Comcast will provide a complimentary HD digital television adapter to any Basic Tier Customer who has not yet converted to HD service at least thirty (30) days prior to the PEG channel no longer being made available in standard definition format.

5.1.2.2 *Government Access.* The Franchisee shall continue to carry the City's two (2) current Government Access channels in standard definition. One channel shall continue to be carried in high definition. The standard definition versions of government access channels carried in high definition may be discontinued when 90% of Franchisee's customers subscribe to high definition Cable Services on the condition that Comcast will provide a complimentary HD digital television adapter to any Basic Tier Customer who has not yet converted to HD service at least thirty (30) days prior to the PEG channel no longer being made available in standard definition format.

5.1.2.3 *Educational Access.* The Franchisee shall continue to carry the current five (5) Educational Access channels: School District of Philadelphia, Community College of Philadelphia, Temple University, Drexel University, and La Salle University (each an "educational programmer"). Franchisee and each individual educational programmer may agree to discontinue an educational access channel (such as in exchange for Video On-Demand capacity) at the option of the educational programmer. The standard definition versions of Educational Access channels carried in high definition may be discontinued when 90% of Franchisee's customers subscribe to high definition Cable Services on the condition that Comcast will provide a complimentary HD digital television adapter to any Basic Tier Customer who has not yet converted to HD service at least thirty (30) days prior to the PEG channel no longer being made available in standard definition format.

5.1.2.4 On or after twenty-four (24) months of the Effective Date, the City may request one additional (1) Access Channel be made available in high definition format and may, in its discretion, allocate such HD channel to the Access Channel it chooses. On or after thirty-six (36) months of the Effective Date, the City may request that one (1) additional Access Channel be made available in high definition format and may, in its discretion, allocate such HD channel to the Access Channel it chooses. On or after sixty (60) months of the Effective Date, the City may request that one (1) additional Access Channel be made available in high definition format and may, in its discretion, allocate such HD channel to the Access Channel it chooses. The total HD PEG channels shall not exceed the five (5) set forth above,

namely the two existing HD channels plus the three the City may request and allocate over time. Franchisee's foregoing obligation is conditioned upon there being a minimum of ten (10) hours of programming per week of high definition programming unique to the channel(s) (i.e. not repeated on any other Access Channel) being produced for the prior six months. The channel(s) shall be furnished within 120 days of the City's request.

5.1.3 *All PEG Channels* shall be provided by the Franchisee at no cost to the City or to the Access Corporation or to the educational programmer. There shall be no charge for the existing return lines that transport PEG programming from the origination points to the Franchisee's headend. Subject to Section 5.6.1, relating to PEG channel origination locations, should the origination point of a PEG Access Channel change, the PEG Access programmer shall bear any costs of connection relocations. The City hereby authorizes the Franchisee to transmit PEG Access programming within and without the City's jurisdictional boundaries. Subject to Section 5.4 of this Agreement, the parties agree that Franchisee shall have the right to use unused PEG Access Channels, until such time as Franchisee is required to deliver the channels to the Access Corporation pursuant to Sections 5.1.2.1 through 5.1.2.3 of this Agreement.

5.1.4 *PEG Funding:* Franchisee shall provide financial support for PEG Channels in the amount of Twenty-One Million Three Hundred Thousand Dollars (\$21.3 million) over the term of this Agreement. Franchisee has already provided \$1.3 million in the form of new Government Access equipment installed in 2015 during franchise negotiations. During the term of this Agreement, Franchisee shall make annual payments to the City in the amount of One Million Three Hundred Thirty-Three Thousand Dollars (\$1,333,000) upon each anniversary date of the Effective Date (except that the final payment only shall be that amount plus \$5,000) of this Agreement to satisfy the remaining portion of the \$21.3 million. The City shall determine the distribution of the PEG funding amongst public access, educational and governmental access channel operators over the term of this Agreement. Upon written request of the City, Franchisee shall remit the amount of each annual PEG payment the City has allocated to an Access Channel operator directly to the Access Channel operator. Franchisee shall be entitled to an accounting of the distribution and use of the PEG funding upon written request.

5.2 *Access Corporation:* The Philadelphia Public Access Corporation, doing business as Philadelphia Community Access Media ("PCAM") or, at the City's discretion, a City-approved designee of, or successor to PCAM, or another entity designated by the City, in its sole discretion, to administer Public Access programming in the City (such entity being referred to in this Agreement as the "Access Corporation"), shall be responsible for the management, operation and maintenance of all Public Access studios, facilities, equipment, programs, and services funded or provided by the Franchise pursuant to this Franchise Agreement for the purpose of providing public access programming. At no time shall the Access Corporation be deemed a third-party beneficiary to this Franchise, nor have any rights of enforcement other than through petition to the City.

5.3 *Leased Access:* Franchisee shall comply with all federal leased access requirements under 47 U.S.C. § 532.

5.4 *PEG Channel Assignments:* The Franchisee shall maintain the current position of the PEG Channels on its channel lineup. The Franchisee shall use commercially reasonable efforts: (i) not to change its initial PEG channel assignments during the Term of this Agreement, and (ii) to otherwise maintain PEG channels in consecutive channel positions (numbers) on Franchisee's channel lineup (i.e., the Public Access Channels in consecutively numbered positions, the Government Access and additional PEG Channels in consecutively numbered positions, and the Educational Access Channels in consecutively numbered positions) in the event they are relocated as provided below. In the event Franchisee reasonably deems changes in PEG channel positions to be necessary and changes the positions in accordance with this Section 5.4, the Franchisee shall comply with the following requirements: (i) the Franchisee gives the City and the Access Corporation ninety (90) days written notice of such change (if commercially practicable) but in no event less than forty-five (45) days, and (ii) the Franchisee provides, free of charge, public announcements of such changes that shall include (A) to the extent Franchisee has advertising availability, advertising such PEG Channels changes on advertising inserts on local channels carrying non-satellite programming in prime time at least thirty (30) seconds per day for the time period of thirty (30) to fifteen (15) days prior to such change and two (2) minutes per day for the fourteen (14) days at the commencement of the thirty (30) to fifteen (15) day period, as soon as advertising space becomes available, Franchisee shall then provide the advertising provided this Section 5.4), and (B) providing notice of such changes in at least two monthly Subscriber bill notices prior to such change (if commercially practicable) but in no event less than one monthly Subscriber bill notice; provided, however, that such bill notice shall not be necessary in the event the Franchisee provides the requisite notice of such changes to all Subscribers in a letter separate from their bill.

5.4.1 *Compensation for PEG Channel Relocation:* Except for PEG channel relocations due to the channel designations of must carry Channels or other federal or state legal requirements, if Franchisee relocates PEG Channel(s), then Franchisee shall pay the City or its PEG programmer designee five thousand dollars (\$5,000) to assist in "rebranding" the PEG Channel(s). Franchisee shall make such payment for every instance in which Franchisee relocates a PEG Channel, whether or not such a payment has been made in the past for the relocation of the channel.

5.5 *PEG Channel Quality:* Franchisee shall maintain all Access Channels and Interconnections of Access Channels at the level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations. Franchisee shall not discriminate against PEG Access Channels with respect to functionality, signal quality, and features. Each PEG Channel shall be delivered to Subscribers without material degradation so that each PEG Channel is as accessible, recordable, and viewable as other channels on the Basic Service Tier and available in the same resolutions and at a quality equal to the quality of the commercial cable channels in the Basic Service Tier. Franchisee shall promptly correct any non-compliances with this Section 5.5.



5.5.1 Franchisee shall respond promptly to resolve technical quality problems, but in any event within 24 hours after notification by an Access Channel operator.

5.5.2 Franchisee shall have no responsibility to improve upon or modify the quality of any PEG Channels content provided to Franchisee by any PEG Channel programmer.

5.5.3 Audio. Access Channels shall include stereo audio or other forms of audio carried within the Access Channel. For example, any PEG Access Programming provided to Franchisee with SAP (Second Audio Program) and any PEG Access Programming provided to Franchisee with MAP (Multiple Audio Program) shall be provided to Subscribers with the SAP or MAP feeds intact, except to the extent Federal, State or Local law or regulation prescribes otherwise.

5.5.4 Advances in Channel Technology. If Franchisee incorporates technological improvements in channel quality (such as HD 4K), in channel delivery or display on Franchisee's Cable System for the Basic Service Tier, the City or an Access Channel operator may request in writing to meet with the Franchisee and Franchisee will participate in discussions of the improvements with the City and the Access Channel operators. These discussions shall address options for making the same improvements and enhancements in the display and delivery of PEG Channels to Subscribers, including technical means and costs.

5.5.5 *PEG Interconnection:* In Order to provide Public, Educational and Government Access Programming to Subscribers, Franchisee shall utilize a method of bringing PEG Access programming content onto the System that meets the requirements of this Section 5.5, or any other method as may be agreed between the City and Franchisee in the future. Franchisee shall cablecast on the System, on a live basis, concurrent with delivery, and as delivered from the PEG Channel origination location, in SD or HD as provided above, all live, pre-recorded, and character-generated PEG programming content originated at the operator's origination point; provided, however, as follows: (i) not more than a total of six (6) times during the Term of this Agreement, but not more than two (2) occurrences in the first twelve (12) months of this Agreement, and not more than two (2) occurrences in any subsequent twelve (12) month period, the City may designate an alternate location as a PEG Channel origination location within the boundaries of the City and Franchisee shall, within one hundred and twenty (120) days following receipt of written notice from the City identifying the new location, connect the System to that location and cablecast programming content originated at the location, provided however if the City designates an alternate PEG Channel origination location that is not along the Franchisee's activated cable route, then Franchisee shall have one hundred and eighty (180) days to connect the location to the System. Franchisee shall have no obligation to construct a connection to a new location where the actual costs of construction exceed ten thousand dollars (\$10,000) unless the City or operator of the access channel agrees to pay the actual costs beyond ten thousand dollars (\$10,000).

5.5.6 The City or the operator of the access channel shall be responsible for delivering the PEG signal to an access connection point at each PEG Channel origination location. Subject to Section 5.6 Franchisee shall cablecast on the System the programming so delivered in substantially the form delivered and without material deterioration of audio or video signal quality. The Franchisee shall provide, install, maintain, repair and replace equipment, with sufficient capacity to transport the highest resolution HD digital quality video and audio signals that is necessary to receive and transmit such PEG Programming from the PEG Channel origination locations to Subscribers. The Franchisee shall not be obligated to provide the City with cablecast equipment or facilities or personnel responsible for maintaining and operating equipment and facilities or for generating any PEG programming, except as necessary to comply with this Section (including being reasonably available to consult with the City or its Access Channel operators). The City and its Access Channel operators and the Franchisee shall work together in good faith to resolve any issues related to PEG interconnection and Franchisee's cablecasting of PEG programming from the PEG origination locations.

5.5.7 *Onscreen Menus and Programming Guides:* The Franchisee shall make available to the City or designated Access Channel operator the vendor contact information necessary to participate in the channel guide carried on the Cable System. It shall be the sole responsibility of the Access Channel operator to provide the necessary program information to the channel guide vendor and to comply with all requirements of such vendor.

5.5.8 *Complimentary Drops for PEG Channel Monitoring:* Franchisee shall provide at each PEG Origination Location a complimentary cable drop, set-top box in the video standard (SD or HD or a successor to HD) of the channel monitored, and Basic Cable Service for purposes of monitoring the PEG programming content transmitted over Franchisee's System.

5.6 *Rules for PEG:* The City and the Access Corporation, or its successors or other City-authorized designees, shall establish rules and regulations for use of PEG facilities, subject to and consistent with 47 U.S.C. § 531 (d). The parties hereto agree that, consistent with 47 U.S.C. § 558, Franchisee shall not incur any liability in connection with or arising from any programming carried on any PEG Access Channel.

5.7 *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of any PEG funding or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

5.8 *Institutional Network Services:* To meet the City's future Institutional Network needs, Franchisee and the City have agreed to enter into an Institutional Network services agreement substantially on the terms set forth in Appendix G. To create an Institutional Network as provided for in the Cable Act, the network services agreement will include more than \$9 million in up front capital construction costs and \$1 million in year seven for replacement costs by Franchisee, which Franchisee has agreed not to pass through to customers as part of the PEG Fee or separate I-Net fee or otherwise, nor to deduct it from franchise fees. Franchisee shall

continue to provide and maintain the existing Institutional Network, at no cost to the City, consisting of (i) the “City Facilities Network” as set forth in the letter agreement between the City and Franchisee dated January 31, 2003, except as the City may agree otherwise in writing, until the network services agreement described in Appendix G is fully implemented; (ii) two closed circuit cable channels, one for the Philadelphia Police Department and one for the Philadelphia Fire Department until the network services agreement described in Appendix G is fully implemented (except as the City may agree otherwise in writing); (iii) the fiber link between the Philadelphia Prisons and Criminal Justice Center, as set forth in the foregoing letter agreement (except as the City may be agree otherwise in writing). Any services agreement the City and Franchisee or any Affiliate of Franchisee, or other entity through which Franchisee satisfies its obligations hereunder, may in the future enter into for the provision of the Institutional Network Services required by this Section 5.8 shall be deemed to be incorporated in this Franchise Agreement, as fully as if set forth herein, upon execution by the parties thereto. The parties acknowledge that the PEG funding set forth in 5.1.4 is conditioned upon the City entering into the network services agreement and such agreement remaining in effect during the term of the Franchise. In the event the network services agreement is not entered into or is terminated prior to the full term of the Franchise, one-half (50%) of the remaining PEG funding due under Section 5.1.4 shall be deducted from the Franchise Fee otherwise due pursuant to Section 6.1, below; provided, that no such deduction may occur if the termination is for default by Franchisee or any Affiliate or other entity through which Franchisee satisfied its obligations hereunder, and provided further that if the Institutional Network Services provisions of this Agreement and/or the network services agreement are terminated by court order and cannot be lawfully amended or replaced on comparable terms through any other process, then the foregoing condition related to PEG funding shall not apply.

5.9 The Franchisee agrees that it shall not deduct, in whole or in part, the PEG funding provided in Section 5.1.4, *PEG Funding*, or Franchisee’s costs to meet any other obligation set forth in this Article 5, or Franchisee’s costs to meet its obligations under Section 5.8, *Institutional Network Services*, from the Franchise Fee provided in Article 6, *Franchise Fees*.

5.10 *High-Definition PEG Channels*. The following terms shall apply to the provision of PEG Access Channels in high definition format as set forth above.

5.10.1 Franchisee will make reasonable efforts to locate HD PEG channels in reasonable proximity to HD local broadcast channels or similar public interest HD channels, or as close as the existing channel line-up will allow at the time the HD PEG channel is launched, or as otherwise agreed to with the City.

5.10.2 The PEG Channel programmers shall be responsible for providing the HD Access Channel signal in an HD digital format compatible with Franchisee’s equipment in the Cable System to the demarcation point at the designated points of origination for the HD Access Channels. The City or any Access Channel operator is responsible for acquiring all equipment, other than transmission equipment to transmit the operator’s signal to

Franchisee's System (which shall be provided by Franchisee), necessary to produce programming in HD.

5.10.3 The City acknowledges that HD programming may require special viewer equipment and subscription to advanced services and that, by agreeing to make PEG Channels available in HD format, Franchisee shall not be required to provide free HD equipment to customers, including complimentary municipal and educational accounts, nor modify its equipment or pricing policies in any manner. The City acknowledges that not every customer may be able to view HD PEG programming, nor on every TV in the home, and additional costs may be involved in the reception of HD programming.

5.10.4 Franchisee may implement HD carriage of the PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the viewer that is reasonably comparable to similar commercial HD channels carried on the cable system and consistent with the requirements of Section 5.5, *PEG Channel Quality*.

5.11 *Video On Demand*. Franchisee will make available up to a total of twenty (20) hours of capacity on its Video On Demand ("VOD") platform for the shared use by the PEG channels. Distribution of the available hours as between the City and the Access Corporation shall be at the discretion of the City. The Access Channel operators shall be solely responsible for uploading all such programming in the manner required by the Franchisee's VOD intake system and for populating all menus and program descriptions. Franchisee shall be responsible for any down-conversion from HD to SD for the programming as submitted by the City or Access Corporation. PEG programs will be listed on the VOD menu in a nondiscriminatory manner to other local programming.

5.12 *Courtesy Accounts*. Franchisee shall continue to provide Basic Cable Service at no charge to the municipal, educational, and library locations listed in Appendix F, and up to 20 accounts with HD service. Franchisee at its discretion may provide additional cable services at these locations on a courtesy or payment basis. During the term of this Franchise, the City may designate one cable service drop at up to 20 additional municipal office facilities for courtesy (i.e. at no cost) Basic Cable Service, and may request that Franchisee replace an existing complimentary location with another. All complimentary service locations that are located within 150 feet of existing distribution plant will be at no charge for the installation. For locations more than 150 feet from the cable distribution plant, the actual construction cost of new line extensions and underground drops for courtesy drops shall be paid for by the City. Franchisee agrees that the value of complimentary accounts will not be deducted from franchise fees.

5.13 All PEG Channels shall be available on the tier of service to which Franchisee requires all Subscribers to subscribe (as of the Effective Date, the Basic Service tier), or if there is no such tier, the channels will be provided to every Subscriber without charge beyond the charge the Subscriber pays for the cable services and equipment the Subscriber receives.

5.14 The Franchisee will make equipment available to the Access Corporation for purchase or lease, at the Access Corporation's cost, for the most favorable prices that are available to the Franchisee from its suppliers.

## 6. **FRANCHISE FEES**

6.1 *Payment to the City:* The Franchisee shall pay to the City a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such Franchise Fee payments shall be made no later than forty-five (45) days following the end of each calendar quarter and the obligation to pay such Franchise Fee payments in accordance with this Section 6.1 shall be effective as of the Effective Date. Except as specifically provided otherwise in this Agreement, such payment shall be in addition to any other payment or in-kind support obligation required under the Agreement or under applicable law.

### 6.2 *Supporting Information:*

6.2.1 The Franchisee shall file a certified statement of Gross Revenues with each quarterly Franchise Fee payment ("Gross Revenues Statement") that is prepared by an appropriate, duly authorized financial representative of the Franchisee in accordance with the definition of "Gross Revenues" provided in Section 1.22 of this Agreement, and that shows the basis for the computation of the Franchise Fees payment for the quarter. The Gross Revenues Statement shall be in a form reasonably acceptable to the Commissioner (a form of such report that is currently acceptable to the Commissioner is attached hereto as Appendix D).

6.2.2 *Annual Franchise Fee Statement:* On an annual basis during the Term hereof, within ninety (90) days after the close of the Franchisee's fiscal year, the Franchisee shall furnish to the City a financial statement based on the definition of Gross Revenues as set forth in this Agreement showing the sources and amounts of Gross Revenues for that fiscal year, including all contra-expenses, offsets, deductions, exclusions, and other amounts applied during that fiscal year that have the effect of reducing Goss Revenues (the "Annual Franchise Fee Statement").

6.3 The Commissioner may audit or conduct a Franchise Fee review of Franchisee's books and records no more than once per year during the Term; provided, however, that any such audit shall commence within sixty (60) months following the close of the Franchisee's fiscal year to which such audit relates and shall be completed within a reasonable period of time. The Franchisee shall be entitled to dispute the findings of the city's audit in any appropriate administrative and/or judicial forum. All records reasonably necessary for any such audit shall be made available by Franchisee to the City. Each party shall bear its own costs of an audit. If the results of an audit indicate an overpayment or underpayment of Franchise Fees, the parties agree that such overpayment or underpayment shall be returned or offset against future payments if applicable, to the proper party within sixty (60) days; provided, however, that Franchisee shall be

required to remit underpayments to the City together with interest at five percent (5%) of the amount correctly due from the date such underpayment would have been due. Any entity employed by the City or Franchisee that performs the audit or Franchise Fee review shall not be permitted to be compensated on a success based formula e.g. payment based on an underpayment of fees, if any.

6.4 *Late Payments:* In the event that any Franchise Fee payment is not made on or before the dates due (or is determined to be unpaid and due under any Annual Franchise Fee Statement), then interest shall be added at the rate of two percent (2%) over the "Prime Rate" (defined below) per year of the amount of Franchise Fee revenue due to the City. "Prime Rate" means the per annum interest rate publicly announced from time to time by a national banking association selected by the City which maintains a business office in Philadelphia, Pennsylvania, or its successor or survivor in the event of bank merger, as the prime rate (or its equivalent if there shall be no prime rate) of such national bank or its successor or survivor. Any overpayment made to the City reflected in the Annual Franchise Fee Statement shall be credited, together with an amount which reflects the time value of such advance payment computed at the "One-Year Rate" (defined below) as of the due date of the Franchise Fee to which the credit shall apply, against the Franchise Fee payment next payable to the City. The "One-Year Rate" means an annual rate equal to the interest rate of one-year United States Treasury Bills. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount.

6.5 *Limitation on Franchise Fee Actions:* The parties agree that any action for recovery of any Franchise Fee payable hereunder shall be governed by 42 Pa. C.S. Section 5525. Franchisee shall maintain all records necessary to confirm the accurate payment of Franchise Fees for sixty (60) months following the close of the Franchisee's fiscal year to which such audit relates or until the statute of limitations provided in 42 Pa. C.S. Section 5525 has run, whichever is longer, and during the pendency of any litigation or audit pertaining to the payment of the applicable Franchise Fees.

6.6 *No Limitation on Taxing Authority:* Nothing in this Agreement shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. The Franchise fee payments required by this Section 6 shall be in addition to any and all taxes of a general nature or other fees, grants or charges which Franchisee shall be required to pay to the City or to any state or federal agency or authority, as required under this Agreement or by law, all of which shall be separate and distinct obligations of Franchisee. Franchisee may designate Franchise Fee(s) as a separate item in any bill to a Subscriber as permitted under the Communications Act. Nothing in this Agreement shall be construed to preclude Franchisee from exercising any right it may have under law to challenge the lawfulness of any tax, fee, or assessment of general applicability imposed by the City or any State or federal agency or authority, nor shall anything in this Agreement be construed to waive any rights Franchisee has under 47 U.S.C. § 542 or to waive any rights Franchisee may have to withhold payment of applicable taxes during a challenge of such taxes, to the extent permitted by law.

## 7. **CUSTOMER SERVICE; RATES; ECONOMIC OPPORTUNITY**

7.1 *Customer Service:* Franchisee shall comply with: (i) applicable FCC customer service standards for Cable Service, 47 C.F.R. § 76.309, as they may be amended from time to time, (ii) 47 C.F.R. § 76.981, *Negative Option Billing*, and (iii) the provisions of Appendix B hereto.

7.2 *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Agreement shall be subject to the requirements of federal law.

7.3 *Privacy Protection:* The Franchisee shall comply with the provisions of 47 U.S.C. § 551 and any other applicable law.

7.4 *Parental Control:* Upon request by any Subscriber, the Franchisee shall provide such requesting Subscriber with a parental control device. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber; provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

7.5 *Local Service Centers:* Franchisee shall establish and maintain one or more service centers in each of the four (4) Franchise Areas of the City or with the City's written approval which shall not be unreasonably withheld as otherwise reasonably positioned geographically to best serve the distribution of customers and store traffic patterns measured by the Franchisee. The Franchisee shall notify Subscribers and the Commissioner of any change in the location of these service centers.

7.5.1 Each service center shall be open to receive inquiries or complaints from Subscribers during normal business hours, and in no event less than 9:00 a.m. to 5:00p.m. Monday through Friday, excluding legal holidays.

7.5.2 The service centers shall be designed so as to provide access in accordance with applicable law.

7.6 *Franchise Service Manager:* Franchisee shall designate and provide the City with the title, address, telephone number, and email address of its Franchise Service Manager for the City, who will act as the Franchisee's agent to receive complaints and inquiries from the City regarding quality of service, equipment malfunctions and similar matters, and who will be responsible for facilitating the resolution of issues, questions, or comments related to this Agreement.

7.7 *Economic Opportunity Plan:* As of the Effective Date, the Franchisee has submitted an Economic Opportunity Plan consistent with Chapter 17-1600 of The Philadelphia Code.

## 8. **REPORTS AND RECORDS**

8.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than twenty (20) days' written notice to the Franchisee, the City shall have the right to inspect and require copies of, for purposes relating to this Agreement, the books, records, maps, plans and other like materials of the Franchisee applicable to the System or Franchisee's provision of Cable Service in the City at any time during Normal Business Hours; provided that where volume and convenience necessitate, the Franchisee may require inspection to take place at Franchisee's office within the Franchise Area. Such notice shall identify with reasonable specificity the books, records and materials the City requires to inspect. Except as otherwise expressly provided in this Agreement, the Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years, except that books and records related to Franchise Fees shall be maintained for the longer of five (5) years or until the statute of limitations referenced in Section 6.5 of this Agreement has run. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems (and so designates in writing, consistent with this Section 8.1) to be proprietary or confidential in nature, except to the Commissioner or his designees and as reasonably necessary for the Commissioner to conduct the Commissioner's Review, nor to disclose any of its or an Affiliate's books and records that have no direct relation to the provision of Cable Service in the City and are not directly related to Franchisee's compliance with this Agreement; provided, however, that Franchisee shall not designate any books, records or materials as proprietary or confidential for the purpose of evading compliance or disclosure of noncompliance with Franchisee's obligations under this Agreement. Any books, records and materials which the City has the right to inspect under the terms of this Agreement which contain proprietary and confidential material of the Franchisee shall be clearly marked "CONFIDENTIAL" by the Franchisee and, subject to applicable law, the City shall maintain the confidentiality of material so marked, subject to applicable law. Upon the written request of the City, the Franchisee shall provide the City with a brief statement setting forth the Franchisee's reasons for designating such information confidential. To the extent the City determines that applicable law requires disclosure of any books, records materials or other information provided by Franchisee pursuant to this Agreement, Franchisee shall have the right to challenge such disclosure to the fullest extent possible under applicable law and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Notwithstanding anything herein to the contrary, the Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

### 8.2 *Records Required:*

8.2.1 *Petitions and Applications:* Copies of all proof of performance tests, filings, and reports submitted by the Franchisee to the FCC relating to the System shall be provided to the Commissioner upon request at no cost to the City within a reasonable period of time, not to exceed thirty (30) days after the date of filing of such tests, filings and reports. If the City requests a full copy of any filing, performance test, or report pertaining to the System or



Franchisee's obligations under this Agreement described in a notice, the Franchisee shall, subject to applicable law, provide the City with a full copy at no cost to the City within twenty (20) days thereafter.

8.2.2 *Fiscal Reports.* Within one hundred twenty (120) days after the close of each of the Franchisee's fiscal years or portions thereof during the Term of this Agreement, the Franchisee shall submit a written report to the City, in a form approved by the City, including the following information:

8.2.2.1 A summary of the previous year's activities in development of the System, including, but not limited to, Cable Service programming or related Cable Services; provided that Franchisee shall not be required to include any information pertaining to numbers of Subscribers added or discontinued during any period of time; and

8.2.2.2 A copy of the Franchisee's annual SEC 10-K report, if any, and those, if any, of its parent(s), subsidiaries and Affiliates.

8.2.3 The Franchisee shall at all times maintain the following records and shall make them available for the City's inspection in printed form or electronic form for voluminous records, in accordance with Section 8.1, within twenty (20) days following the Commissioner's written request:

8.2.3.1 Records of all written complaints and non-written complaints (subject to the next sentence) for a period of three (3) years after receipt by the Franchisee, including the nature of each complaint, the date it was received, the disposition of the complaint, if any, and the date thereof. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or the Franchisee's cable operations, including, without limitation, complaints about employee courtesy which are submitted in writing to the Franchisee or not in writing through another escalated complaint process, but shall not include ordinary telephone traffic to the customer call center that are not escalated and do not involve a customer complaint. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.3.2 Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.3.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.3.5 A map(s) showing the area of coverage for the provisioning of Cable Services; provided that any maps or related documents made available to the City pursuant to this Subsection 8.2.3.5 shall be made available to the City and shall be subject to the confidentiality provisions of Section 8.1 of this Agreement.

8.2.4 The Franchisee shall maintain the records and provide the reports set forth in in Section 11, *Reports and Records*, of Appendix B, *Customer Service Standards*, and in Appendix E, *Franchisee Plant Integrity Program*.

## 9. **INSURANCE; SURETY BONDS**

9.1 *Insurance:* Franchisee shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the Term of this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized or permitted to do business in the Commonwealth of Pennsylvania or otherwise reasonably acceptable to the City, and rated A-, VII or better by AM Best. All insurance herein shall be written on an "occurrence" basis and not a "claims made" basis. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event there is an adverse material change in coverage or the policies are cancelled or non-renewed, except that there shall be ten (10) days' notice for cancellation due to non-payment of premium. The City, its officers, and employees shall be included as additional insureds on all policies required hereunder except the Workers Compensation and Employers liability Policy. Also, the coverage afforded the City, its officers, and employees as additional insureds under the general liability and automobile liability policies will be primary to any coverage available to them and no act or omission of the City to safeguard life or property shall invalidate the coverage. The limits below may be satisfied with a combination of primary and excess coverage:

- (1) Workers' Compensation and Employers Liability:
  - (a) Workers' Compensation:  
Statutory Limits
  - (b) Employers Liability: \$500,000  
each accident-bodily injury by  
accident; \$500,000 each  
employee-bodily injury by  
disease; \$500,000 policy limit
  - (c) Other states' insurance including  
Pennsylvania.

- (2) Commercial General Liability:  
Limit of Liability: \$20,000,000 per occurrence and in the aggregate combined single limit for bodily injury (including death) and property damage liability. Coverage shall include premises operations; contractual liability; personal injury liability (employee exclusion deleted); independent contractors; employees as additional insureds; cross liability/severability of interests; property damage; explosion, collapse, underground hazards.
- (3) Automobile Liability:  
Limit of Liability: \$20,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.  
Coverage: owned, non-owned and hired vehicles.

9.1.1 Certificates of Insurance evidencing the required coverage must be submitted to the Commissioner at the address set forth in Section 15.5.1, *Notices*, and to the City's Risk Manager (1515 Arch Street, 15th floor, Philadelphia, PA 19102-1595) within ten (10) days of each renewal term. The City reserves the right to require Franchisee to furnish written responses from its authorized insurance carrier representatives to all inquiries made pertaining to the insurance required under the Agreement at any time upon ten (10) days written notice to Franchisee. The Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement, and providing insurance certificates evidencing the required coverages from the alternative insurer.

9.1.2 The Insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Agreement by Franchisee to the City, or to limit Franchisee's liability under the Agreement to the limits of the policies of insurance required to be maintained by Franchisee in this Agreement.

## 9.2 *Performance Bond:*

9.2.1 Franchisee shall obtain and maintain at its cost and expense, and file with the Commissioner, a corporate surety bond issued by a company authorized to do business in the Commonwealth of Pennsylvania, which bond shall be on the bond form attached in Appendix C, shall be subject to the approval of the City's Law Department, shall be in the respective annual amounts applicable to each year during the Term of this Agreement, as set forth in Section 9.2.2 of this Agreement (the "Performance Bond"), and

shall be conditioned upon compliance with this Agreement. If the City determines that the Franchisee has failed to comply with any provision of this Agreement, then there shall be recoverable jointly and severally from the principals and surety any and all damages and costs suffered or incurred by the City or by any subscriber as a result thereof, including, but not limited to, attorneys' fees and costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default, up to the full principal amount of the Performance Bond. The Franchisee shall maintain the Performance Bond during the entire Term of this Agreement and thereafter until the Franchisee shall have satisfied in full any and all obligations to the City which arise out of or pertain to the Franchise and/or this Agreement. Upon the expiration or termination of the Franchise, the Franchisee shall notify the City when the Franchisee believes that it has satisfied in full any and all such obligations and request the release of its obligation to maintain the Performance Bond. The City, within six (6) months after receipt of such notice, shall advise the Franchisee, in writing, whether or not such obligations have been satisfied, and if such obligations have not been satisfied, the general reasons therefor. If the City fails to so advise the Franchisee within such time, the Franchisee may terminate the Performance Bond. If the Franchisee has the right to terminate the Performance Bond under any provision of this Agreement, the City shall cooperate with the Franchisee to permit such termination. In the event that the Performance Bond provided pursuant to this Agreement is not renewed or is cancelled, Franchisee shall provide a new Performance Bond pursuant to this Section 9.2 within thirty (30) days of such cancellation or failure to renew. Neither cancellation, nor refusal by the surety to extend the Performance Bond, nor inability of the Franchisee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the City recoverable under the bond that is not renewed or cancelled; provided, however, that the replacement bond shall be effective as of the date of termination of the cancelled or non-renewed bond and any loss or damage incurred by the City after such effective date of the replacement bond shall be recoverable under the replacement bond. The performance bond shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to the City by the surety of any intention not to renew such bond, or to cancel, replace or alter same, such notice to be given by registered mail, return receipt requested, to City of Philadelphia Commissioner of Public Property

9.2.2 *Performance Bond:* In accordance with Section 9.2.1 of this Agreement, the Franchisee shall maintain a Performance Bond of Three Million Dollars (\$3,000,000.00).

9.2.3 The rights reserved to the City with respect to the performance bond are in addition to all other rights of the City, whether reserved by this Agreement or

authorized by law or in equity, and no action, proceeding or exercise of a right with respect to such performance bond shall affect any other rights the City may have.

9.3 Insurance and Bond Limits: Not sooner than January 1, 2021, and not more than once during the Term of this Agreement, the Commissioner, after consultation with the Franchisee, and the City's Risk Manager, may require that the limits on insurance required by this Agreement be increased to not more than Thirty Million Dollars (\$30,000,000) in order to reflect increased potential liability and damages; provided, however, that the Commissioner may not require that the limits on insurance be increased beyond the limits which are, at any given time, the limits consistent with the standards of the cable communications industry, and provided that the City document in reasonable detail the increased risk necessitating such change. If the City determines that an increase under this Section 9.3 is necessary the City shall provide notice to Franchisee identifying such additional risk and the City's intent to increase the required Insurance limits, and shall provide Franchisee with an opportunity to either object in writing or provide the City with evidence of such increased insurance or bond within a period of forty-five (45) days from the date of notice.

## 10. **INDEMNIFICATION:**

10.1 *Franchisee's Indemnity Obligation:* Subject to the notice requirements of Section 10.2, the Franchisee shall, at its sole cost and expense, indemnify, save, hold harmless and defend the City, its officers, boards, commissions, employees, agents, and contractors, against any and all liens, charges, claims, demands, suits, actions, fines, penalties, losses, costs (including, but not limited to, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, but excluding claims arising out of or relating to PEG programming), in law or equity, of any and every kind and nature whatsoever (unless caused by the negligence of the City, its officers, employees and agents or arising out of any act of omission or commission, or any negligence of the City, its officers, agents, employees, boards, commissions, or contractors), arising out of this Agreement, performance of Franchisee's obligations hereunder, or related to PEG Access facilities to the extent of the Franchisee's obligations with respect to the installation of such PEG Access facilities under this Agreement, or the Franchisee's failure to comply with any Federal, State, or local law or regulation.

10.2 *Notice to Franchisee:* In each instance in which the City seeks indemnification by the Franchisee pursuant to Section 10.1 hereof, the City shall give the Franchisee prompt written notice of the City's receipt of a claim or action for which it seeks indemnification pursuant to this subsection. The City shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action.

10.3 With respect to the Franchisee's indemnity obligations set forth in Section 10.1, the Franchisee shall provide the defense of any claims brought against the City by

selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that any such proposed settlement includes the release of the City, and the City does not consent to the amount of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

10.4 Nothing set forth in Article 9, *Insurance; Surety Bonds* or this Article 10, *Indemnification*, shall limit, alter, waive, or replace Franchisee's obligations, if any, as a user of the Public Rights-of-Way, pursuant to Section 11- 701(2)(d) of the Philadelphia Code, and the requirements of this Section 10 shall be in addition to, and not in lieu of, Franchisee's obligations, if any, under Section 11-701(2)(d) of the Philadelphia Code.

## 11. **TRANSFER OF FRANCHISE**

11.1 *City Approval Required:* Subject to the provisions of this Article, the Franchisee shall apply to the City for approval of any "Transfer" of the Franchise or this Agreement, as defined in this Section 11.1. Except as where otherwise provided in this Article 11, no Transfer of the Franchise or this Agreement may occur without the Franchisee first obtaining the consent of the City by ordinance of City Council. "Transfer" means: (i) any transaction in which any change is proposed with respect to ten percent (10%) or more for voting interests or twenty-five percent (25%) or more for non-voting interests of the ownership of the Franchisee; or (ii) any transaction which will result in a change of ownership or control of the Cable System, the Cable System assets, or the Franchise. Application shall be made by submitting FCC Form 394 or such other form as the FCC may prescribe for that purpose. The application shall be made at least one hundred twenty (120) calendar days prior to the contemplated effective date of the transaction. Such application shall contain complete information on the proposed transaction, including details of the legal, financial, technical, and other qualifications of the transferee. At a minimum, the following information must be included in the application:

11.1.1 all information and forms required under federal law;

11.1.2 any shareholder reports or filings with the Securities and Exchange Commission that pertain to the transaction;

11.1.3 a report detailing any changes in ownership of voting or non-voting interests of over five percent;

11.1.4 other information necessary to provide a complete and accurate understanding of the financial position of the Cable System before and after the proposed transaction;

11.1.5 complete information regarding any potential impact of the transaction on Subscriber rates and service; and

11.1.6 any contracts that relate to the proposed transaction as it affects the City and, upon request by the City, all documents and information that are related or referred to therein and which are necessary to understand the proposed transaction; provided, however, that if the requested information is confidential and proprietary, then the Franchisee must provide the following documentation to the City: (i) specific identification of the information or documents; (ii) a statement attesting to the reason(s) Franchisee believes the information or documents are confidential; and (iii) a statement that the documents and information are available at the Franchisee's designated offices in the City of Philadelphia for inspection by the City.

11.2 *Waiver of Transfer Application Requirements:* To the extent consistent with federal law, the City may waive in writing any requirement that information be submitted as part of the transfer application, without thereby waiving any rights the City may have to request such information after the application is filed.

11.3 *Subsequent Approvals:* The City's approval of a transaction described in this Article in one instance shall not render unnecessary approval of any subsequent transaction.

11.4 *Approval Does Not Constitute Waiver:* Approval by the City of a transfer described in this Article shall not constitute a waiver or release of any of the rights of the City under this Agreement, whether arising before or after the date of the transfer.

11.5 *No Consent Required For Transfers Securing Indebtedness:* The Franchisee shall not be required to file an application or obtain the consent or approval of the City for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness. However, the Franchisee will notify the City within ten (10) days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Franchisee's audited financial statements prepared for the Franchisee's bondholders shall constitute such notice.

11.6 *No Consent Required For Any Affiliate Transfers:* The Franchisee shall not be required to pay any fee or file an application or obtain the consent or approval of the City for (i) any transfer of an ownership or other interest in Franchisee, the Cable System, or the

Cable System assets to the parent of Franchisee or to another cable operator Affiliate of Franchisee; (ii) transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another cable operator Affiliate of Franchisee; (iii) any transfer of the Franchise which is the result of a merger of the parent of the Franchisee; or (iv) any transfer of the Franchise which is the result of a merger of another cable operator Affiliate of the Franchisee. However, the Franchisee will notify the City within thirty (30) days if at any time a transfer covered by this subsection occurs.

11.6.1 For Transfers described in Section 11.6 that do not involve the transfer of (i) an ownership interest in the Cable System or the assets of the Cable System; or (ii) the transfer of the Franchise itself to another entity, the new controlling entity shall be required to agree with the City in writing, within thirty (30) days after the time of the notice required by Section 11.6, that it will not take any action to impede the Franchisee from satisfying all obligations under this Agreement.

11.6.2 For Transfers described in 11.6, other than those described in Subsection 11.6.1, Franchisee shall provide at least ninety (90) days prior written notice of any such Transfer ("Ninety Day Notice Transfer"), including a brief description of the transaction, the assets or interests to be transferred, and the identity of the transferee. With respect to such Ninety Day Notice Transfers, the transferee shall agree in writing that it will abide by and accept all terms of this Agreement, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous Franchisee under this Agreement for all purposes, including, without limitation, renewal of the Franchise.

11.7 *Assumption Agreement:* Subject to Section 11.6, any proposed transferee of any Transfer of the Franchise shall execute an agreement, in a form approved by the Law Department, that it will (i.) assume and be bound by all of the provisions, terms and conditions of this Agreement and all applicable Federal, State and local laws and regulations, and (ii.) be primarily liable and obligated under such agreements and laws and regulations, without, however, relieving the Franchisee from its obligations to the City under this Agreement which arise on or before the date of transfer and/or would survive under the provisions of Section 15.2 hereof.

## 12. **RENEWAL OF FRANCHISE**

12.1 The City and the Franchisee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be subject to the provisions of Section 626 of the Cable Act, 47 U.S.C. § 546 ("Section 626"). Subject to Section 626, the City reserves the right at the end of the Term to grant, or grant on new terms and conditions, or not grant, renewal of the Franchise without any presumption in favor of a renewal of the Franchise.



12.2 Notwithstanding anything to the contrary in Section 12.1, the City and Franchisee agree as follows:

12.3 Subject to Section 626, the Franchisee may apply for renewal of the Franchise at any time before the expiration date of the Franchise; provided, however, that the City shall not be required to entertain any such application(s) except during the three (3) years immediately before the expiration date of the Franchise.

12.4 The application for renewal shall be in form and content acceptable to the Commissioner and shall include the applicant's name, business address, business form and proposal, including, without limitation, types of service and operation, technical standards, and proposed System modifications.

12.5 *City Council Approval:* Renewal of the Franchise shall be subject to City Council's approval of the renewal by ordinance, and the ordinance becoming law.

12.6 *Informal Negotiations:* At any time during the Term, while affording the public appropriate notice and opportunity to comment as required by applicable law and this Agreement, the City and Franchisee may, each acting in its discretion, agree to undertake and finalize, pursuant to 47 U.S.C. §546(h), informal negotiations regarding renewal of the Franchise, and if agreement is reached on the terms and conditions of such a renewal, the City may grant such a renewal, consistent with the applicable procedures and requirements of Commonwealth of Pennsylvania law and the City Charter.

12.7 The Franchisee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626.

### 13. **DEFAULT AND REMEDIES; TERMINATION OF FRANCHISE**

13.1 *Defaults:* Any failure or other noncompliance by the Franchisee in the performance of any obligation of the Franchisee under this Agreement shall be a "Default." If a Default is not cured, following notice, within the cure periods provided in Section 13.2.2 (or if a specific cure period is expressly provided for the Default elsewhere in the Agreement, within that cure period), then the City may:

13.1.1 make a demand upon the Performance Bond pursuant to the provisions of Section 9.2 herein; or

13.1.2 require, where applicable, the payment of liquidated damages as provided in Section 13.5; or

13.1.3 seek and/or pursue money damages from the Franchisee as compensation for such Default; or

13.1.4 seek to restrain by injunction the continuation of the Default; or

13.1.5 pursue any other remedy permitted by law, or in equity, or as set forth in this Agreement, provided however the City shall only have the right to terminate this Agreement upon the occurrence of a "Termination Default" as defined below.

13.2 *Notice and Opportunity to Cure Defaults:* If the City determines that Franchisee has committed or permitted a Default, other than a Termination Default, the following procedure will apply, except as expressly provided otherwise elsewhere in this Agreement:

13.2.1 *Preliminary Notice of Noncompliance:* The City will give preliminary notice of the noncompliance to Franchisee's designated franchise service manager (or if Franchisee has not designated a franchise service manager, to Franchisee's representative(s) identified in Section 15.5.1, *Notices*), which preliminary notice shall be in writing (including email) (the "Preliminary Notice"). The Franchisee shall respond to such Preliminary Notice within ten (10) business days of Franchisee's receipt of the Preliminary Notice which response may be by email, telephone, or in writing ("Franchisee's Preliminary Response").

13.2.2 *Notice of Default and Cure:* If, after ten (10) business days from Franchisee's Preliminary Response, the City determines that no Default occurred, the City will so notify the Franchisee in writing. If, after ten (10) business days from Franchisee's Preliminary Response, the City determines that a Default has occurred and that the Default has not been cured, the City may issue a written notice of Default to the Franchisee, describing the Default in reasonable detail, including the provisions of the Agreement on which the notice of Default is based (such written notice being referred to herein as the "Notice of Default").

13.2.3 Franchisee will have thirty (30) days from receipt of the Notice of Default to cure the Default or to demonstrate why no such Default has occurred. Upon cure of the Default and at Franchisee's written request, the City shall provide written confirmation the cure of the Default has, to the knowledge of the Commissioner (or the Commissioner's designated representative) been effected. If the Default remains uncured after such thirty (30) day period, then the City may exercise any one or more of the remedies provided in Sections 13.1.1-13.1.5. Franchisee shall have the right to contest any finding of Default in a court of law during which time any such remedy shall be stayed pending a final disposition of the litigation and any appeal.

13.3 *Termination Defaults:* In addition to all other rights and powers retained by the City under this Agreement or otherwise and in addition to the remedies provided in Sections 13.1 and 13.2, the City may, in its sole discretion and at its sole option, but subject to Section 13.4, terminate the Franchise, this Agreement and all rights and privileges of the

Franchisee hereunder in the event of a "Termination Default," as defined below, that remains uncured after notice and opportunity to cure as provided in Section 13.4. "Termination Default" by the Franchisee means and includes the following:

13.3.1 Franchisee's breach of or attempt to breach any material provision or warranty of this Agreement.

13.3.2 A final determination of a court of competent jurisdiction, following the exhaustion of all opportunities to appeal such determination, that Franchisee has unlawfully practiced any fraud or deceit upon the City or Franchisee's subscribers.

13.3.3 *Insolvency.* The Franchisee files a voluntary petition for bankruptcy under the Federal Bankruptcy Code or any similar state or federal law; or any petition for bankruptcy pursuant to Chapter 7 of the United States Bankruptcy Code or any applicable state law of comparable effect is filed against the Franchisee and is not dismissed within sixty (60) days; or a receiver, trustee or custodian is appointed to take possession of all or substantially all the assets of the Franchisee for the benefit of creditors, or the Franchisee makes an assignment for the benefit of creditors, or any action is taken or suffered by the Franchisee under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute. Franchisee acknowledges and agrees that all payments to the City required under this Agreement are made in the normal and ordinary course of business between the parties.

13.3.4 In connection with any audit, failure to make available books, records, and other communications as required by this Agreement; otherwise, repeated failure to make available books, records and other communications as required by this Agreement or repeated intentional, negligent or reckless failure to honor a request to make available any such individual book, record or other communication;

13.3.5 Failure to comply with any of the terms and conditions of Article 3, *Service Deployment; Provision of Cable Service;*

13.3.6 Failure to maintain bonds and insurance as required by this Agreement;

13.3.7 Failure to indemnify the City as required by this Agreement;

13.3.8 Failure to pay the Franchise Fee as provided in Section 6.1;

13.3.9 Failure to comply with any of the terms and conditions of Section 4.3, *Interconnection*, or Section 5.6, *PEG Interconnection*;

13.3.10 Failure to comply with any of the terms and conditions of Article 5, *PEG Services and Support; Technology Grant*;

13.3.11 Any transfer of the Franchise other than in accordance with Article 11, *Transfer of Franchise*;

13.3.12 Franchisee's intentionally engaging or having engaged in any material misrepresentation in any representation or warranty set forth in this Agreement; or

13.3.13 Any persistent and repeated pattern of material Defaults, even if individual material Defaults that constitute such a persistent and repeated pattern are subsequently cured after their occurrence or remediated by recourse to insurance or security provided to the City under Sections 9.1, *Insurance*, or 9.2, *Performance Bond*; provided, however, that this provision shall not apply to alleged material Defaults that are subject to good faith disputes; or

13.3.14 Franchisee ceases to provide Cable Service or persistently fails to provide Cable Service in accordance with this Agreement.

13.4 *Notice and Opportunity to Cure Termination Defaults*: If the City determines that Franchisee has committed or permitted a Termination Default, the following procedure will apply:

13.4.1 If the City determines that the Franchisee has committed or permitted a Termination Default, the City will issue its written notice of Termination Default to the Franchisee, describing the Termination Default in reasonable detail, including the provisions of the Agreement on which the notice of Termination Default is based (such written notice being referred to herein as the "Notice of Termination Default").

13.4.2 The Franchisee will have thirty (30) days from receipt of the Notice of Termination Default to cure the Termination Default or to file a written dispute of the alleged Termination Default. Upon cure of the Default and at Franchisee's written request, the City shall provide written confirmation the Termination Default has, to the knowledge of the Commissioner (or her designated representative), been effected. Notwithstanding the foregoing sentence, if the Termination Default remains uncured after such thirty (30) day period, then the City may (in addition to any other remedy provided in Sections 13.1 and 13.2), in its sole discretion and at its sole option, seek termination of this Agreement and the Franchise as follows:

13.4.2.1 The Commissioner shall schedule a public hearing and cause to be served upon the Franchisee at least thirty (30) days prior to the date of the

hearing, a written notice of the City's intent to terminate the Agreement and Franchise, stating the time and place of the hearing. Public notice shall be given of the hearing and the issues that the Commissioner will consider; provided, however, that upon the occurrence of any event described in Section 13.3.3, the Commissioner need not comply with this Section 13.4.2.1. The Commissioner shall hear and consider the issues, shall hear any person interested therein, and shall determine, in the Commissioner's discretion, whether or not a Termination Default by the Franchisee has occurred. The Franchisee shall be afforded fair opportunity for full participation in the hearing, including the right to introduce evidence, to require the production of evidence, and to question witnesses. A transcript shall be made of the proceeding.

13.4.2.2 If the Commissioner determines the existence of a Termination Default by the Franchisee, the Commissioner shall issue her written decision to that effect, stating her reasons for the decision, and may give notice to the Franchisee that, unless there is compliance within such period as the Commissioner may fix, such period not to be less than sixty (60) days (the "Compliance Period"), this Agreement and the Franchise may be terminated and forfeited; provided, however, that no time for compliance need be granted for fraud, misrepresentation, violation of privacy rights referenced in this Agreement, or any event described in Section 13.3.3.

13.4.2.3 At the end of the Compliance Period, the Commissioner shall determine whether the Franchisee is then in compliance. If the Commissioner determines that the Franchisee is not in compliance, the Commissioner may report this finding to the Council together with the Commissioner's recommendation that this Agreement and the Franchise be terminated. The Council shall accept or reject such recommendation by Ordinance. If the Council accepts the Commissioner's recommendation that the Agreement and the Franchise be terminated by Ordinance, this Agreement and the Franchise shall terminate thirty (30) days after the Ordinance becomes law or on the date provided in the Ordinance, whichever is later, as if such date were the date provided in this Agreement for the scheduled expiration of this Agreement and the Franchise granted herein. Franchisee shall have the right to challenge any termination by the Commissioner or Council in a court of law.

13.4.3 The City may, at its sole discretion, take any lawful action that it deems appropriate to enforce the City's rights under the Franchise in lieu of termination of the Franchise.

13.5 *Liquidated Damages:* The City may impose the following liquidated damages for the specified violations of this Agreement set forth in this Section 13.5. Because such violations will result in injury to the City, and because it is and will be impracticable to ascertain the actual amount of such damage in the event of delay or nonperformance, and the

City and the Franchisee agree that the liquidated damages in the amounts set forth below are fair and reasonable compensation for such injuries:

13.5.1 For failure to comply with the requirements set forth in Article 8 of this Agreement [Reports & Records]: One Thousand Dollars (\$1,000) per day for each day the violation continues;

13.5.2 For failure to provide PEG Channels and support pursuant to Section 5.1, Section 5.4, Section 5.5, or Section 5.6 of this Agreement: One Thousand Dollars (\$1,000) per day for each day the violation continues;

13.5.3 For failure to furnish or maintain the Performance Bond as required by Section 9.2: One Thousand Dollars (\$1,000) per day for each day the violation continues;

13.5.4 For failure to adhere to the technical performance standards set forth in Article 4 of this Agreement (including but not limited to the standards set forth in Sections 4.1.6, 4.1.7, 4.1.9, 4.1.11, and 4.2): Two Hundred and Fifty Dollars (\$250) per day for each day such failure continues;

13.5.5 For a Transfer without required City approval as required in Article 11 of this Agreement: One Thousand Dollars (\$1,000) per day for each day such failure continues;

13.5.6 For failure to comply with any of the provisions of Sections 14.1, 14.2, 14.3, 14.4, 14.5, or 14.6, the Franchisee shall pay to the City Two Hundred and Fifty Dollars (\$250) per day for each day, or part thereof, that the breach occurs or continues;

13.5.7 For failure to meet any of the quarterly customer-service telephone answering, installation and service appointment, or service interruption and outage standards set forth in Section 7.1, *Customer Service*, and Sections 2, 3, and 4 of Appendix B, the Franchisee shall pay liquidated damages to the City as follows: \$5,000 for the first such violation; \$10,000 for the second such violation, unless the violation has been cured; \$20,000 for any and all subsequent violations, unless the violation has been cured. For purposes of this Section 13.5.7, a “cure” is defined as meeting all of the standards set forth in the first sentence of this Section 13.5.7 for two consecutive quarters.

13.5.8 For failure to meet other, non-quarterly customer service requirements set forth in Section 7.1, *Customer Service*, and Appendix B: Two Hundred and Fifty Dollars (\$250) per day for each day such failure continues. Any noncompliance that affects all subscribers (e.g. failure to provide a required notice to all Subscribers) shall be considered one failure to comply for each day such failure continues. Individual subscriber transactions or interactions that are noncompliant (e.g. failure to provide a required billing credit to a Subscriber

after a missed appointment) shall each be considered one failure to comply for each day such failure continues regardless of the number of individual Subscribers affected.

13.5.9 The amount of all liquidated damages shall not exceed Five Hundred Thousand Dollars (\$500,000) in the aggregate in any calendar year during the Term of this Agreement, except as expressly set forth otherwise elsewhere in this Agreement; provided, however, (i) that liquidated damages may be assessed pursuant to Sections 13.5.7 or 13.5.8 up to an amount of Five Hundred Thousand Dollars (\$500,000) in excess of the foregoing \$500,000 limitation (“Excess LDs”), and (ii) that if Franchisee meets all of the standards referenced in the first sentence of Section 13.5.7 for eight (8) consecutive quarters, the Excess LDs shall be waived unless or until Franchisee is non-compliant with any such standard for two (2) consecutive quarters, in which case the Excess LDs shall be reinstated.

13.5.10. For failure to comply with the requirements of Appendix E, *Franchisee Plant Integrity Program*, by the Completion Date as therein defined, and notwithstanding anything to the contrary in this Section 13.5, liquidated damages shall be as set forth in Section 5 of Appendix E.

13.6 Each breach of each provision of this Agreement shall be considered a separate violation for which separate damages or liquidated damages may be imposed, however any single act or instance may not be counted as a breach of more than one provision of this Agreement for purposes of computing liquidated damages. Any remedy exercised by the City pursuant to Section 13 of this Agreement shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

13.7 Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within the time allotted shall be deemed to be a substantial breach of this Agreement, except as otherwise provided in this Article 13, *Default and Remedies; Termination of Franchise*.

13.8 Except as may be expressly provided otherwise in this Section 13, the City's rights under this Section 13 are in addition to all of the other rights and remedies the City may have under this Agreement, in law, or in equity, and are not intended to be exclusive rights or remedies.

#### 14. **SPECIFIC LAWS**

14.1 *Non-Discrimination; Fair Practices:* The Agreement is entered into under the terms of the Philadelphia Home Rule Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Philadelphia Code) and the Mayor’s Executive Order No. 04-86 (the “Executive Order”) as they may be amended from time to time. In complying with the terms and conditions of this Agreement, Franchisee shall not discriminate or permit

discrimination against any individual because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, age or disability. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Philadelphia Home Rule Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Agreement, at law or in equity, terminate the Agreement forthwith.

14.2 *The Philadelphia Code, Chapter 17-400*: In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Franchisee agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a breach of this Agreement entitling the City to all rights and remedies expressly provided in the Agreement or otherwise available at law or equity.

14.2.1 Franchisee agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner that the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute, without limiting the applicability of Article 13, *Default and Remedies*, a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

14.3 *Executive Order 03-12: Minority, Woman and Disabled Business Enterprise Participation*. In accordance with Executive Order 03-12 (the “Antidiscrimination Policy”), the City, acting through its Office of Economic Opportunity (“OEO”), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”), and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City’s procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City



contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Franchisee agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Franchisee agrees, without limitation, to submit documentation responsive to each of the participation ranges established for this Agreement.

14.4 *Federal Laws:* Franchisee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

14.5 *Americans With Disabilities Act:* As a condition of accepting and executing the Agreement, Franchisee shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a.) to Franchisee, (b.) to the benefits, Services, activities, facilities and programs provided in connection with the Agreement, (c.) to the City, or the Commonwealth of Pennsylvania, and (d.) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Franchisee shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through Agreements with outsider contractors.

14.6 *The Philadelphia Code, Section 17-104 - MacBride Principles:*

(a) In accordance with Section 17-104 of The Philadelphia Code, Franchisee by execution of this Agreement certifies and represents that (1.) Franchisee (including any parent company, subsidiary, exclusive distributor or company affiliated with Franchisee) does not have, and will not have at any time during the Term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2.) no product to be provided to the City under this

Agreement will originate in Northern Ireland, unless Franchisee has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Agreement, Franchisee agrees that it will not utilize any suppliers, Subcontractors or sub-consultants at any tier (1.) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland, or (2.) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or Subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(c) Franchisee agrees to cooperate with the City's Director of Finance in any manner that the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Franchisee expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. § 4904.

#### 14.7 *Prevailing Wage:*

All Employees of the Franchisee who are performing City-Work under a Contract shall be paid Prevailing Wages, as these terms are defined in Section 17-107(1) of The Philadelphia Code, as amended, or under any provisions of any subsequently enacted wage law for City-Work Contracts Franchisee is awarded. The Franchisee shall require all of its contractors and subcontractors to pay Employees performing City-Work at least Prevailing Wages for City-Work projects Franchisee is awarded. For such City-Work Contracts, Franchisee and all of its contractors and subcontractors shall file with the Labor Standards Unit of the City's Managing Director's Office, a certified statement setting forth by occupational classifications the wages and other benefits paid or provided and hours worked for each Employee performing City-Work under the Contract. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than Prevailing Wages as defined in Section (1) of Chapter 17-107 of the Philadelphia Code. For such City-Work projects, Franchisee and all of its contractors and subcontractors shall keep an accurate record showing by occupational classification the wages and other benefits paid or provided and number of hours worked, and such record shall be preserved for two (2) years from the date of payment by the City for the City-Work Contract.

To facilitate a review of such records for a City-Work Contract, the Franchisee and its contractors and subcontractors shall make their employment and accounting records related to the Employees performing City-Work available for inspection by city employees of the Labor Standards Unit of the City's Managing Director's Office, at reasonable hours, and shall permit such representatives to interview Employees performing City-Work during working hours on the job.

Fiber optic cable installation and any other necessary cable work for construction within all City buildings listed in the Institutional Network Services agreement referenced in Section 5.8 and Appendix G ("Institutional Network Services") shall be considered City-Work for purposes of this section.

To ensure equity in access to employment opportunities created through the Institutional Network Services Agreement ("INSA") and a transparent process to advance this goal, an Economic Opportunity Oversight Committee will be established for INSA City-Work. The Committee shall include representatives from Comcast, appropriate City Council representatives, appointed City of Philadelphia representatives, contractors performing construction and related work created through this INSA, and union representatives identified by the Philadelphia Building and Construction Trades Council. The purpose of the Committee shall be to assure the engagement of responsible and competent contractors for INSA City-Work, to monitor the payment of prevailing wages on INSA City-Work, and to evaluate equitable access to employment opportunities on behalf City residents for INSA City-Work. Nothing herein is intended to expand the scope of the reporting requirements or to require dissemination of the Franchisee's information beyond those individuals authorized to receive such information as set forth in the City's Procurement Code under Section 17-107, and the Committee shall have access to information based on occupational classifications. The Committee shall meet at least quarterly. The Committee shall also report at least yearly to City Council and the City of Philadelphia regarding its activities and progress during INSA City-Work.

14.8 *Slavery Era Business Disclosures:* In accordance with Section 17-104 of The Philadelphia Code, Franchisee agrees to complete an affidavit certifying and representing that Franchisee (including any parent company, subsidiary, exclusive distributor or company affiliated with Franchisee) has searched any and all records of the Franchisee or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. The information in the affidavit will be made public by posting on an Internet-accessible web page of the City. Franchisee expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but

not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. Section 4904.

14.9 *The Philadelphia Code, Chapter 17-1300 Philadelphia 21st Century Minimum Wage And Benefits Standard:* Franchisee shall comply with the minimum benefits and compensation standards as set forth at Philadelphia Code Chapter 17-1300, or under provisions of any applicable subsequently enacted wage law. Franchisee shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Franchisee shall notify each affected employee what wages are required to be paid. The Office of Labor Standards, as defined by Section 17-1302, may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code. City remedies for noncompliance of this section are set forth in Article XII herein.

#### 14.10 *Protected Health Information.*

(a) The City of Philadelphia is a “Covered Entity” as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The City’s business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA (“Covered Components”). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health (“PDPH”); the Office of Behavioral Health and Intellectual disAbility Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Section 14.10.

(b) To the extent (1) this Agreement is entered into by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the Agreement is a Covered Component), and (2) Provider is a “Business Associate” of the City, as defined in 45 CFR §160.103, Franchisee shall comply with the City’s Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link). The City PHI Terms are hereby incorporated in this Section 14.10 as if fully set forth herein. (A printed version of the City PHI Terms, in the City’s sole discretion, also may be attached to this Contract.)

## 15. MISCELLANEOUS PROVISIONS

15.1 *Actions of Parties:* In any action by the City or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed, or conditioned.

15.2 *Binding Acceptance; Survival:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns, and the promises and obligations herein shall survive the expiration date hereof.

15.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, expressly required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

15.4 *Force Majeure:* Neither the City nor the Franchisee shall be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default was caused by a Force Majeure; provided, however, as follows:

15.4.1 In the event that any noncompliance or default resulting from a Force Majeure affects only part of a party's ability to comply with the Agreement, the party shall comply to the maximum extent it is able to do so and shall take all steps reasonably within its ability to minimize the effect of the noncompliance or default, including, without limitation, the length and effect of any delay in complying;

15.4.2 The non-complying or defaulting party shall notify the other party in writing (such notice to the City to be delivered to the Commissioner) of the occurrence of a Force Majeure, or a series of related events together constituting a Force Majeure, that caused or is causing the noncompliance or default; such notice to be provided within twenty (20) business days of the date on which the non-complying or defaulting party becomes aware of the occurrence or commencement of the Force Majeure.

15.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

15.5.1 Notices to the Franchisee shall be mailed to:

Senior Region Vice President  
Comcast Cable  
3800 Horizon Blvd, Suite 300  
Trevose, PA 19053

with a copy to:

General Counsel  
Comcast  
1701 JFK Blvd  
Philadelphia, PA 19103

Notices to the City shall be mailed to:

Chief Innovation Officer  
1234 Market Street, Suite 1850  
Philadelphia, PA 19107

with a copy to:

City Solicitor  
City of Philadelphia  
Law Department  
1515 Arch Street – 17<sup>th</sup> Floor  
Philadelphia, PA 19102

15.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the City and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof.

15.7 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

15.8 *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not create any rights or benefits on behalf of any Person other than the parties to this Agreement.

15.9 *Captions:* The captions and headings of articles and 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.

15.10 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the Term of the Franchise.

15.11 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

15.12 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

15.13 *Cable System Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's Cable System including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the City or any third party. The Franchisee shall not be required to remove the Cable System or to relocate the Cable System or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

15.14 *Public Notice of Meetings Relating to Franchise:* Notice to the public of public meetings relating to the Franchise shall be as determined by the Commissioner, consistent with applicable law. Commencing on the seventh (7th) day prior to a public meeting, if requested by the Commissioner in writing, the Franchisee shall notify its subscribers of the meeting by announcement on the half hour on at least one (1) channel on the lowest service tier of the Area System between the hours of 7:00 p.m. and 9:00 p.m., for five (5) consecutive days.

15.15 *Representations and Warranties:* In addition to the representations and warranties of the Franchisee to the City set forth elsewhere herein, the Franchisee represents and warrants to the City that:

15.15.1 *Organization, Standing and Power:* The Franchisee is a corporation duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and is duly authorized to do business in the Commonwealth of Pennsylvania and in the City. The Franchisee has all requisite power and authority to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby. Certified copies of the Franchisee's constituent documents, as amended to date, will be provided to the Commissioner upon request.

15.15.2 *Authorization:* The execution, delivery and performance of this Agreement and all other agreements entered into in connection with the transactions contemplated hereby have been duly, legally and validly authorized by all necessary action on the part of the Franchisee. This Agreement and all other agreements entered into in connection with the transaction contemplated hereby have been duly executed and delivered by the Franchisee and constitute (or upon execution and delivery will constitute) the valid and binding obligations of the Franchisee.

15.15.3 *Compliance with Law:* The Franchisee is in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the provision of the services contemplated herein and has obtained or will obtain prior to the provision of service to the public all government licenses, permits, and authorizations necessary for the provision of the service.

15.15.4 *Compliance with City Contracts:* The Franchisee has not received notice from the City of any default or noncompliance with any existing written contract or other written agreement with the City, unless such default or noncompliance has subsequently been cured or otherwise resolved to the City's satisfaction or such notice has been withdrawn by the City or otherwise determined by the City or a court of competent jurisdiction to have been issued in error.

15.16 *No Indebtedness to the City:* Franchisee and any and all entities controlling Franchisee, under common control with Franchisee or controlled by Franchisee are not currently indebted to the city, and will not at any time during the term of this Agreement (including any additional term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the city on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the city has been established. Franchisee shall remain current during the Term of this Agreement under all such agreements and payment plans, and shall inform the responsible official in writing of Franchisee's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Franchisee acknowledges that any breach or failure



to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Franchisee under this Agreement or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Agreement for default (in which case Franchisee shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Franchisee understands that false certification, representation or warranty by it is subject to prosecution under 18 Pa. C.S. § 4904.

15.17 *Remedies:* Except as expressly provided otherwise in this Agreement, the rights and remedies reserved to the City by this Agreement are cumulative and concurrent and shall be in addition to and not in derogation of any other rights or remedies which the City may have with respect to the subject matter of this Agreement. Any termination or expiration of this Agreement, and any renewal hereof, shall be subject to any and all liabilities, actual or contingent, which have arisen during the Term of this Agreement or any renewal hereof.

15.18 *Governing Law; Forum and Jurisdiction:*

15.18.1 This Agreement, the Franchise, and all disputes arising thereunder shall be governed by and construed in accordance with the Laws of the United States of America and the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.18.2 Except where jurisdiction lies with the FCC, Franchisee and the City agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, the Franchise, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Commonwealth Court of Pennsylvania or the Court of Common Pleas of Philadelphia County. Except as otherwise provided in this Agreement, it is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in one of the foregoing forums and in no other court, administrative agency, board or commission, whether State or federal. The parties further agree not to raise any objection to the choice of forum in connection with any lawsuit, action, claim, or legal proceeding that is brought in either of these two forums and the Parties expressly consent to the jurisdiction and venue of these forums.

15.19 *Independent Review; Agreement:* The City and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s)

of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

15.20 *Counterparts*: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

15.21 *Order of Precedence*: In the event of a conflict or inconsistency between the terms set forth in the body of this Agreement, Articles 1-15, and any term, condition or provision contained in any Appendix hereto, or any attachment to such Appendix, the body of the Agreement, Articles 1-15, shall govern.

**[SIGNATURE PAGE FOLLOWS]**

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY OF PHILADELPHIA

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

COMCAST OF PHILADELPHIA, LLC  
COMCAST OF PHILADELPHIA II, LLC

By: \_\_\_\_\_

Senior Vice President, Freedom Region

## APPENDICES

Appendix A: Franchise Area

Appendix B: Customer Service Standards

Appendix C: Form of Performance Bond

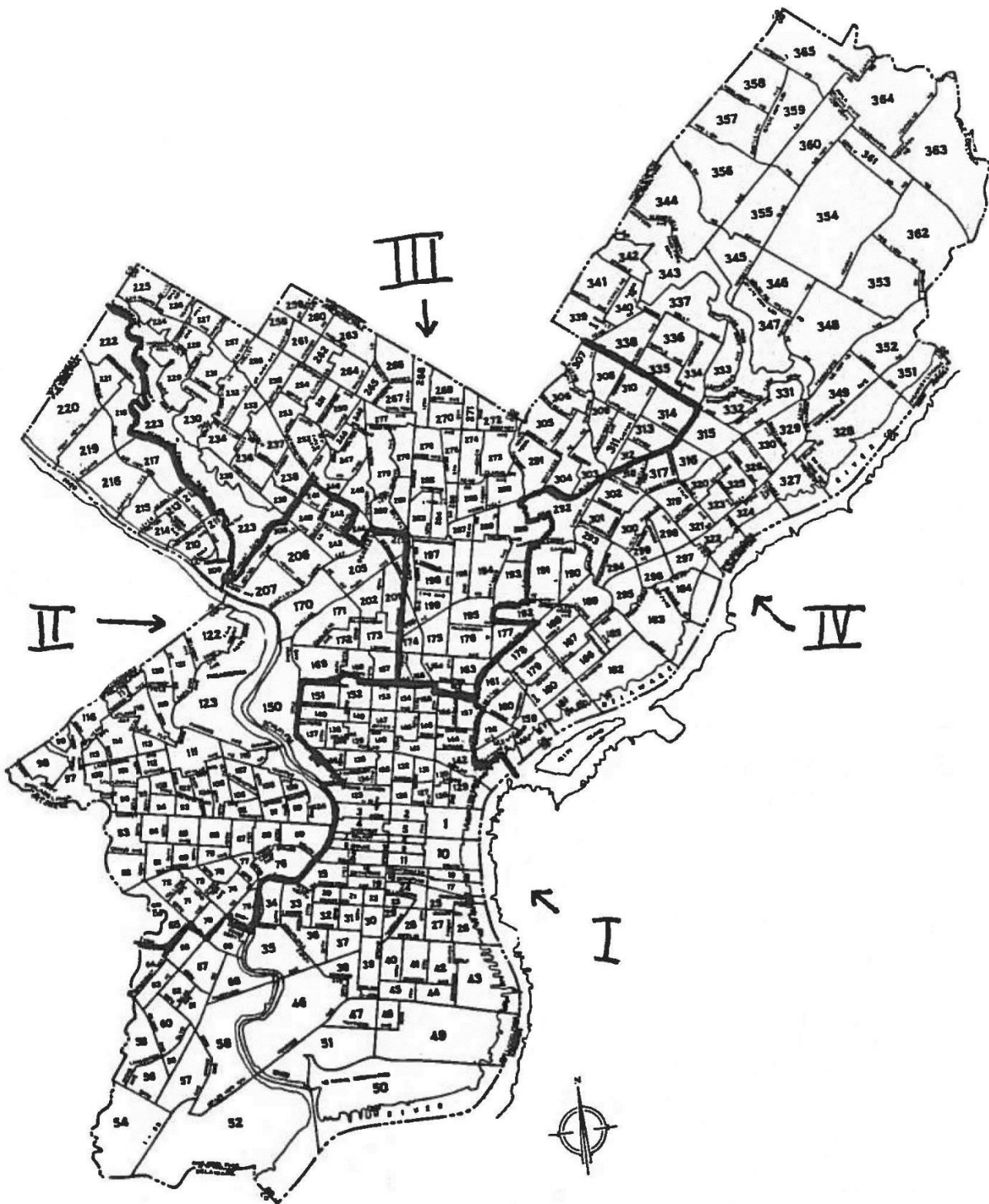
Appendix D: Form of Quarterly Franchise Fee Report

Appendix E: Franchisee Plant Integrity Program

Appendix F: Municipal Courtesy Accounts

Appendix G: Institutional Network Services

APPENDIX A  
FRANCHISE AREA



## **APPENDIX B**

### **CUSTOMER SERVICE STANDARDS**

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise Area.

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

A. Respond: The Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Franchise Area.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within one hundred fifty (150) feet from the existing distribution system.

E. Service Interruption: The loss of picture or sound on one or more cable channels.

#### **SECTION 2: TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty four (24) hours a day, seven (7) days a week, and other inquiries at least forty five (45) hours per week including some evening and weekend hours. The Franchisee representatives shall identify themselves by name when answering this number.

B. The Franchisee's telephone number(s) shall be publically listed with appropriate descriptions (e.g. administration, customer service, billing, repair, etc.) if applicable, in the directory published by the local telephone company or companies serving the Franchise Area or otherwise available through directory assistance, and/or published on-line and on customer invoices.

C. The Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU will forward the call to a queue for a live representative unless Franchisee also offers a VRU option. The Franchisee may reasonably

substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature, either written or electronic to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. Under Normal Operating Conditions, Standard Installations shall be performed with seven (7) business days after an order is placed.

Under Normal Operating Conditions, the Franchisee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.

C. At the Franchisee's option, the measurements of above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 a.m. unless it is deemed appropriate to begin earlier by location exception. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. The Franchisee shall provide the following "On-Time Guarantee":

(1) In the event the Franchisee fails to arrive at the premises within the promised four (4) hour time block for a standard service installation, or within four (4) hours of a different time requested by the Subscriber and agreed to by the Franchisee, the installation shall be at no cost to the Subscriber.

(2) In the event the Franchisee fails to arrive for a service appointment at the subscriber's premises within the promised four (4) hour time block, or within four (4) hours of a different time requested by the Subscriber and agreed to by the Franchisee, the Subscriber shall receive a \$20 credit or a complimentary premium channel for three months at the customer's discretion.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall exercise all commercially reasonable efforts to prevent the occurrence of a Significant Outage. The Franchisee shall notify the City of any Significant Outage of the Cable Service within 12 hours of when it knew or should have known of the outage and shall work continuously to correct the outage and fully restore service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty four (24) hour period only after the City and each affected Subscriber in the Franchise Area have been given reasonable prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the System between 12.01 a.m. and 6 a.m. which may interrupt Service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. The Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other Service problems within the following time frames:

(1) Within twenty four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Franchise Area.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

(3) Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to respond to the Service Interruption not including weekends and situations where the Subscriber is not



reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

E. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

F. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of Service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall automatically issue a credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, or a uniform refund across all affected Subscribers where the number of affected subscribers makes individualized calculations impracticable, provided the determination of impracticability is nondiscriminatory. Such credit shall be reflected on Subscriber billing statements no later than the second available billing cycle following the outage.

## **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the City within three (3) business days. For purposes of this Section, "complaints" shall mean written complaints submitted by letter or e-mail by the City on behalf of a customer. The Franchisee shall notify the City of those matters that necessitate in excess of three business days to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The City may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation. Franchisee shall maintain a process and records for receiving and responding to written and non-written complaints from sources other than the City (such as a better business bureau or directly from customers) within a reasonable time, not to exceed 30 days, except to the extent, for non-written complaints, that Franchisee maintains no electronic or other record for the complaint(s).

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes, and/or other governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to the Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the City upon written request.

H. The Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

I. Upon the City's written request, the Franchisee shall omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. 76.952.

## **SECTION 7: DEPOSITS, REFUNDS, AND CREDITS**

A. The Franchisee may require refundable deposits from Subscribers: 1) with a poor credit or poor payment history; 2) who refuse to provide credit history information to the Franchisee; or 3) who rent Subscriber equipment from the Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6) plus standard installation fees. The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment that the Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued with the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted.

E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

## **SECTION 8: RATES, FEES, AND CHARGES**

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

## **SECTION 9: DISCONNECTION / DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

## **SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the City.

D. All notices identified in this Section shall be by either:

(1) A separate document, a separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional charges (excluding sales discounts, new products, or offers) and, subject to the

foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers. The addition of new channels or Cable Services for which there is no charge to customers and that do not cause any change in existing channel positions may be implemented with less than the required thirty-day notice.

F. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the City, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy;  
and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F. will be given to the City at least 15 days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of the Franchisee and as soon as possible if not within the control of the Franchisee.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates or precise amount of the rate change, if applicable. For subscribers who are receiving

a promotional or discounted offer, Franchisee shall either continue to bill customers in advance such that the customer has time to change services if desired prior to owing the undiscounted rate, or shall include an express notice on the customer's bill that a promotional or discounted offer is expiring.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
  - (2) The amount of the delinquency for all services billed;
  - (3) The date by which payment is required in order to avoid termination of Cable Service;
- and
- (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

## **SECTION 11. CUSTOMER SERVICE REPORTING.**

A. Franchisee shall provide the City with reports on customer service in the forms shown below including sufficient information (in the City's reasonable judgement) for the City to evaluate the quarterly performance standards set forth in this Appendix. For the term of this Agreement, such reports shall be provided on a quarterly basis, within sixty days of the end of a calendar quarter.

B. The City shall have the right to audit Franchisee's reports and all records necessary to determine Franchisee's compliance with the standards set forth in this Appendix B; provided, that such audits shall be conducted no more frequently than once per year.

**Model Customer Service Reports:**

Report 1: Quarterly Call Logs

<b>Quarterly Call Logs</b>	<b>Total Calls Handles By Agents</b>	<b>Service Level %</b>	<b>Average Duration (sec)</b>	<b>Average Speed to Answer in Seconds (Hold Time)</b>	<b>Calls Abandoned %</b>	<b>Average Customer Hold Time (including Transfers)</b>
Philadelphia Calls	#####	##%	###	## sec	%	## sec

Report 2: Installation & Repair Performance

<b>Quarterly Summary of All Installation &amp; Repair Related Activity</b>	<b>Total Trucks Rolled</b>	<b>Appointments Missed</b>	<b>Credits Issued</b>	<b>% Appointments On Time Arrival</b>
Philadelphia Overall	#####	##	##	##%
Installations	#####	##	##	##%
Repair Truck Rolls	#####	##	##	##%
No Cable Service	#####			
Converter or Remote Problem	#####			
Audio Problem	#####			
Black Screen, One Moment Please Screen	#####			
Channel Out	#####			
Misc/Other	#####			
Reconnects	#####			

Report 3: Quarterly Complaint Summary

<b>Quarterly Complaints</b>	<b>Total Complaints</b>	<b>Average Time to Resolve (in days)</b>
All Philadelphia Complaints	###	#
- By Phone	###	#
- By Letter	###	#
- Social Media	###	#
- Online	###	#
Primary Reason for Complaint		
- Appointment (install)		
- Appointment (repair)		
- Billing		
- Cable Repair		
- Damage Claim		
- Customer Service/Professionalism		
- Disconnection		
- Inadequate Customer Service		
- Programming		
- Sales/Marketing		
- Service Requests		



**APPENDIX C**  
**FORM OF PERFORMANCE BOND**



## CITY OF PHILADELPHIA

### PERFORMANCE BOND

Cable Franchise Agreement Between City Of Philadelphia,  
And COMCAST OF PHILADELPHIA, LLC AND  
COMCAST OF PHILADELPHIA II, LLC (collectively, "Comcast")  
Dated [insert Agreement Effective Date]\_\_\_\_\_

Bond No. \_\_\_\_\_

Bond Amount \_\_\_\_\_

1. Comcast ("Franchisee") and -

\_\_\_\_\_ ("Surety")

jointly and severally bind themselves, their heirs, executors, administrators, successors, and assigns to the City of Philadelphia ("City") for the performance of the Franchise Agreement. The Franchise Agreement is by reference incorporated herein and made a part hereof.

2. If the Franchisee performs the Franchise Agreement, in accordance with the terms and conditions thereof, the Surety and the Franchisee shall have no further obligation under this Performance Bond.
3. The Surety's obligation under this Performance Bond shall arise after the City has declared a "Franchisee Default" as defined below, formally terminated the Franchise Agreement or the Franchisee's rights under the Franchise Agreement, and so notified the Surety under this Performance Bond.
4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall, at the Surety's sole cost and expense, undertake one or more of the following actions:
  - a. Arrange for the Franchisee to perform and complete the Franchise Agreement; or
  - b. Perform and complete the Franchise Agreement itself, through qualified entities approved by the City, through a contract between the Surety and such qualified entity, which performance and completion shall be undertaken in strict accordance with the terms and conditions of the Franchise Agreement; or

- c. Tender payment to the City in the amount of all losses incurred by the City as a result of the Franchisee Default and as determined by the City for which the Surety is liable to the City, including any and all costs of performing the Franchise Agreement and all losses, costs, and expenses incurred by the City as a result of the Franchisee Default, and including all unpaid fees or payments owed to the City by the Franchisee under the Franchise Agreement, except that Surety's payment under this option shall in no event exceed the Bond Amount provided above. The Surety may not proceed with this option in lieu of the options set forth in subparagraphs (a) or (b) above, except upon the express written consent of the City, which consent may be withheld by the City for any reason.
5. The Surety shall proceed in accordance with Paragraph 4 above within ten (10) business days after notice from the City to the Surety of the Franchisee Default, formal termination of the Franchise Agreement or the Franchisee's right to perform the Franchise Agreement, except that the Surety shall proceed within five (5) days after notice, where the notice states that immediate action by the Surety is necessary to safeguard life or property.
6. If the Surety fails to proceed in accordance with Paragraphs 4 and 5 above, then the Surety shall be deemed to be in default on this Performance Bond three business days after receipt of written notice from the City to the Surety demanding that the Surety perform its obligations under this Performance Bond. Thereafter, if notice to the Surety is without effect, the City shall be entitled to enforce any legal or equitable remedy available to the City. If the Surety has denied liability, in whole or in part, the City shall be entitled without further notice to Surety to enforce any legal or equitable remedies available to the City.
7. This Bond shall be effective as of the date of the Franchise Agreement written on page 1, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
8. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.
9. After the City has terminated the Franchise Agreement or the Franchisee's rights under the Franchise Agreement, and if the Surety is proceeding under subparagraphs 4(a) or 4(b) above, then the responsibilities of the Surety to the City shall not be greater than those of the Franchisee under the Franchise Agreement,

and the responsibilities of the City to the Surety shall not be greater than those of the City under the Franchise Agreement. The Surety shall be obligated to the limit of the Bond Amount as set forth on page 1 of this Performance Bond. The Surety shall be obligated, without duplication, for:

- a. The responsibilities of the Franchisee for performance of the Franchise Agreement and correction of all Franchisee Defaults under the Franchise Agreement;
  - b. Additional legal, professional, delay costs and other costs incurred by the City as a result of the Franchisee Default, and as a result of the Surety's actions or failures to act under Paragraph 4 above;
  - c. Liquidated damages as specified in the Franchise Agreement, and all damages incurred by the City as a result of Franchisee Default and/or non-performance of the Franchise Agreement by the Surety; and
  - d. Payment of all unpaid and due and owing fees or payments owed to the City under the Franchise Agreement.
10. The Surety hereby waives notice of any change or modification to the Franchise Agreement.
  11. Any proceeding, suit, or claim, legal or equitable, under this Performance Bond shall be instituted in the U.S. District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County and shall be instituted within two years of the date on which the Surety refuses or fails to perform its obligations under this Performance Bond, in accordance with Paragraphs 4 and 5 above. If the provisions of this Paragraph are void or prohibited by law, the minimum limitations period available to sureties as a defense in the jurisdiction of the proceeding, suit, or claim shall be applicable.
  12. All notices to the Surety or the Franchisee shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Franchisee, such party shall promptly provide notice to the City and the other party, with such notice to include the title and date of the Franchise Agreement as set forth on page 1 above and the above number of this Performance Bond. Notice to the City shall be provided as set forth in the Franchise Agreement.
  13. The law controlling the interpretation or enforcement of this Performance Bond shall be Pennsylvania law.
  14. Definitions
    - a. City/Comcast Franchise Agreement or Franchise Agreement: The agreement between the City and Franchisee, identified by the title and date

on Page 1 above, pursuant to which the City granted Franchisee the right, by renewing its franchise on the terms set forth in the Franchise Agreement, to own, construct, operate, and maintain a Cable System in and along the public rights-of-way within the Franchise Area for the purpose of providing Cable Service (where “Cable System,” “Cable Service,” and “Franchise Area” have the meanings provided in the Franchise Agreement.)

- b. Franchisee Default: "Franchisee Default" shall mean the occurrence of a "Default" or a "Termination Default" as defined or provided for in the Franchise Agreement.

**FRANCHISEE AS PRINCIPAL:**

**SURETY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney-In-Fact  
(\*Attach Power of Attorney)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Franchisee Corporate Seal)

(Surety Seal)

**APPENDIX D**

**FORM OF QUARTERLY FRANCHISE FEE REPORT**

**Franchise Fee Schedule/Report XX Quarter 2008**

*City of Philadelphia*

**Franchise Fee**

**Rate:** 5.00%

	October	November	December	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
Franchise Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation				
Franchise Fee Due				

## APPENDIX E

### FRANCHISEE PLANT INTEGRITY PROGRAM

1. Background. The City, through its consultant CBG Communications, Inc. (“CBG”), conducted an inspection and review of Franchisee’s physical plant used for the provision of Cable Service in the four Franchise Areas of the City. CBG inspected a randomly selected sample of addresses throughout the City for compliance with the National Electrical Safety Code (“NESC”) and National Electrical Code (“NEC”), and using standard statistical methods, projected the total number of such violations throughout Franchisee’s cable plant citywide. The methodology and findings of that review are set forth in CBG’s *Report On Cable Television related Needs and Interests, and System Technical Review* dated December 31, 2014 (the “Needs Assessment Report” or “NAR”). The NAR reported that a very large number of NESC and NEC violations in Franchisee’s plant existed. Franchisee disputes the report’s conclusions, particularly as to its extrapolation from the sample CBG inspected to the entire cable system. Franchisee is committed to maintaining the cable facilities in the public rights of way in compliance with applicable safety codes and requirements. Accordingly, Franchisee has agreed to carry out the remediation program set forth in this Appendix.

2. Education & Training. All technicians shall participate in Franchisee’s “Grounding Training Online - NEC - Bonding and Grounding 2015” and “Broadband Residential Installation Specification eLearning” programs. All Franchisee quality control supervisors will receive further training on quality assurance standards. All technicians, supervisors, and other personnel who are responsible for the condition of Franchisee’s cable plant and its maintenance and/or its maintenance or installation, after the Effective Date will receive the same training programs.

3. Street-By-Street Review & Repair – Outside Plant. Franchisee shall undertake a street-by-street review of the cable plant to identify and repair violations of the NESC and/or NEC and other issues outside the premises related to external grounds, drops to the premises, pedestals, and distribution strand facilities. This outside plant work shall include the following:

- a. Pole/tap area neat and dressed for all addresses fed from that location.
- b. Terminate all open, unused tap ports.
- c. Remove splitters at tap by disconnecting inactive drops if necessary.
- d. Replace all non-compression connectors with Aqua Seal outdoor connectors, if necessary.
- e. Torque wrench tight all outdoor connectors.
- f. Replace drop tags and update tag numbers in biller.
- g. Visually inspect active drops and replace as necessary.
- h. Assure drops are properly attached to home/building.

- i. Review and correct drops to disconnected customers and remove as necessary.
- j. Inspect, tag, repair, or place exterior ground/bond as necessary.
- k. Install house drop box and locate splitting network and ground block to house drop box, as necessary.
- l. Assure devices come back online after any disconnection and reconnection for a service address.
- m. Identify and record all other plant deficiencies and code violations for follow-up and repair, including but not limited to: broken lashing wires, broken tap ports, damaged cables, and code-non-compliant down guys, grounding rods, power supply cabinets, and pedestals. Where pole grounds that are the responsibility of a pole owner other than Franchisee are missing or defective, or other deficiencies are found in plant that Franchisee uses or relies but that Franchisee is not responsible for repairing or maintaining, Franchisee will record the issues and report them to the City and to the pole owner or other person or entity responsible for the defective facility. All such reports to the City must include the pole identifying number (or other i.d.) and the responsible party/owner. However, in no event shall any defect or deficiency in or caused solely by the plant of other companies or the reporting obligation in this paragraph be included in the certification process described below.
- n. Review and correct clearances of Franchisee aerial cables to roads and sidewalks due to problems with a drop or attachment.
- o. Review and correct clearances to NESC specifications of Franchisee's aerial cables to other utilities and pole line occupants (including SEPTA trolley lines) and physical structures where the condition is the result of a defect in Franchisee's plant (such as a loose lashing or attachment).

4. Internal Ground/Bond Inspections. Because the inspection of internal grounding/bonding may require the permission or presence of the property owner, the review and repair process set forth in Section 3 above shall include a means of recording those addresses where a technician was unable to inspect on the initial visit and follow-up visit from a technician is required. Franchisee will make three attempts to notify the property owner of its request for access to the property to inspect and repair if necessary any internal grounding or bonding. Internal grounding inspections and repairs will be scheduled with appointments at the convenience of the property owner. External tags shall indicate the completion of the internal grounding inspection and indicate the location of the internal ground (for example: "Cold Water Pipe" or "CWP"). The contacts and inside work described in this paragraph shall be completed within 18 months of December 31, 2015. Franchisee will document to the City in writing that three attempts were made to contact property owners for access to inspect internal grounding or bonding noting the specific date of each attempt and a description of why Franchisee was unable to obtain access.

5. Project Completion and Liquidated Damages.



a. **Project Completion.** Franchisee shall complete this project in all four Franchise Areas of the City, including all work set forth in Sections 3 (“Street-By-Street Review & Repair – Outside Plant”) and 4 (“Internal Ground Inspections”) above within 18 months of December 31, 2015, i.e. by June 30, 2017 (the “Completion Date”).

b. For failure to meet the Completion Date, Franchisee shall pay liquidated damages of \$250,000 for each quarter the Completion Date has not been met, up to a total of \$2,000,000 of liquidated damages. Liquidated damages shall accrue and be due upon the last day of each quarter beyond the Completion Date that the project remains incomplete.

These liquidated damages shall not be considered in determining whether the cap in Section 13.5 has been reached. The City shall have no obligation to provide Franchisee with notice and an opportunity to cure, as provided in Section 13.2, *Notice and Opportunity to cure Defaults*, of the Agreement, prior to assessing the above liquidated damages.

6. **Quality Control.** Franchisee shall have a quality control process during this project that includes the review of at least 10% of the addresses visited. Franchisee supervisory employees will review the work performed at reasonable intervals and initiate remedial training measures for technicians as needed.

7. **Reporting and Periodic City Inspection.** While the project is ongoing, Franchisee will report to the City on the progress of the work on a monthly basis until completed. Each monthly report shall be submitted within five (5) business days of the end of the calendar month. The report will identify the number of addresses inspected to date, the number of addresses inspected since the prior report, the address range of completed work (by block or other reasonable designation) included in the report, the addresses of any locations that are inaccessible or unsafe for work (including a description of the reason), a summary of the work performed, and verification of the quality control checks performed during the reporting period. On two weeks’ notice to Franchisee, the City may have its consultant meet with Franchisee’s technical designee to review a sampling of the work performed.

8. **Notice & Customer Service.** While this project is ongoing, Franchisee will place door hangers at addresses to be inspected at least two days prior to the outside plant review described in Section 3, notifying property owners of the activity to take place in the coming days. Franchisee will establish a special customer service telephone number printed on the door hangers and staffed by customer service representatives trained to answer questions about the remediation project.

9. **Permits.** Franchisee will obtain all permits required by applicable provisions of the Philadelphia Code.

10. **Denial of Access or Unsafe Conditions.** It is understood that Franchisee’s ability to perform the work described herein is dependent in part upon factors outside Franchisee’s control, including the permission of the owner to enter upon the property to be inspected or remediated, accessibility of the property (e.g., locked gates, overgrowth, excessive trash or hazardous waste), and unsafe working conditions. Franchisee shall make the first attempt in-person and two follow up attempts to access each such property by contacting the property owner (such as by direct

mail or door hanger) to arrange access, and shall record such location and report it to the City, including: each date that access or communication was attempted, a detailed description of why Franchisee was unable to obtain access, and what Franchisee would require to obtain access.

11. City Certification of Completion. The City will inspect Franchisee's remediated plant following the procedures set forth in this Section 11 on a quarterly basis, and will either certify that violations of the NESC and NEC in the plant are adequately remediated, or deny certification. Franchisee will participate in and support the City's certification process as reasonably required by the City.

A. Within five (5) business days of the end of each calendar quarter, starting with the quarter ending March 31, 2016, Franchisee shall submit to the City an electronic spreadsheet list of all addresses inspected by Franchisee during the quarter; provided that for the quarter ending on the Completion Date, the list of addresses shall be all remaining City addresses not previously inspected in any previous quarter.

B. Within thirty (30) days from the City's receipt of each address list described in Subsection A, the City or its consultant will develop a random sample of 250 addresses from the list of addresses and conduct an inspection of all the random sample addresses, provided that if the address list is not timely delivered by Franchisee as set forth in Subsection A, then the City or its consultant will develop the random sample and perform the inspection in a reasonable time after receiving the address list. Franchisee shall reimburse the City for the City's entire cost for all initial quarterly inspections described herein, up to a total of \$120,000 and shall pay such reimbursement to the City within 30 days upon the City's request. Franchisee may reasonably request documentation of costs from the City. In carrying out the inspections, the City or its consultant will inspect all aspects of the Cable TV infrastructure, from the pole line or pedestal to the cable drop termination at the premises, for each address in the sample, and will:

a) Record and document all code violations and cable plant issues by address, and all addresses with no problems found. These results will be used to project the level of compliance throughout Franchisee's cable system in the completed areas reviewed in that quarter.

b) Once issues are documented, determine whether an agreed exception applies to the address. All exceptions will be documented. Agreed exceptions include the following, together with any further exceptions agreed by the City and Franchisee in writing during the certification process:

- i. Physical access to the premises sufficient to permit inspection and/or remediation was not possible and Franchisee has made and documented to the City (as described in Section 10 above) three or more unsuccessful attempts to access the premises and the drop or other facility to be inspected and/or remediated.
- ii. No specific address can be verified for a premises.

iii. Interference by a third-party including theft of service, vandalism, or occupant tampering.

C. Where a complete inspection cannot be performed because the specific address cannot be verified or because access cannot be obtained during the certification process, the address will be noted, and upon City agreement, will be removed from the random sample.

D. Based on the number of code violations found in the quarterly random sample and using standard statistical methods, the City or its Consultant will project the number and percentage of addresses inspected or remediated by Franchisee in the quarter reviewed that have code violations.

E. In addition to its other obligations under this Appendix, Franchisee will remedy all code violations directly observed by the City or its Consultant as part of the random sample inspections within two weeks of notice by the City; provided, that such subsequent remediation will not change the determination of the initial inspection.

F. In order for the addresses reviewed for a given quarter to be certified as complete, ninety-five percent (95%) of all addresses reviewed during a quarter, as determined by the random sample and projection method described above, must be in compliance with the NEC and NESC. If fewer than 95% of addresses are determined to be in compliance, Comcast shall be deemed to have failed to complete the foregoing remediation program and the certification process for the reviewed quarter. If 95% or greater of addresses are determined to be in compliance, the City shall certify compliance for the reviewed quarter. Following a City determination of noncompliance for a reviewed quarter, Franchisee shall take prompt corrective measures in the reviewed portion and report to the City on the results of the corrective measures. Comcast shall notify the City in writing when it contends that all violations are corrected and provide a report describing the corrective actions. The City shall again carry out the certification process set forth above for the non-compliant quarter. Comcast shall pay the City's reasonable costs, including, without limitation, consultant's fees, to perform any repetition of the certification process after the initial certification process until the non-compliant quarter is brought into compliance (the payment of repeat certification reviews is not subject to the \$120,000 limit set forth in subsection B above).

G. In the event the City determines that remediation has not been completed at a given address but Comcast disputes the determination, the City's Deputy CIO will meet with Comcast's Vice President of Engineering in an effort to resolve the dispute. In the event these officers cannot resolve the dispute, the City's Chief Innovation Officer (CIO) shall decide the dispute, however Franchisee reserves all legal rights to challenge such decision.

H. In the event that each set of quarterly inspected addresses for the six quarters has been certified as in compliance after the inspection for the quarter ending on the Completion Date, the City shall certify that Franchisee has completed the foregoing remediation program. In the event that one or more set of quarterly inspected addresses is not certified after the inspection for the quarter ending on the Completion Date, the Franchisee shall be deemed to not be in compliance by the Completion Date and the City may exercise any remedy available to

it for default under the Franchise Agreement, including, but not limited to, the assessment of liquidated damages as provided in this Appendix.

I. Following completion of the remediation program and City certification of completion as provided in this Appendix, Franchisee shall maintain its cable plant in a condition that complies with the NESC and NEC.

**APPENDIX F  
MUNICIPAL COURTESY ACCOUNTS**

12TH DISTRICT POLICE STATION	6440 WOODLAND AVE
15TH DISTRICT POLICE STATION	2831 LEVICK ST
16th DISTRICT POLICE STATION	2831 LEVICK ST
16th DISTRICT POLICE STATION	3900 LANCASTER AVE APT F
17th DISTRICT POLICE STATION	2831 LEVICK ST APT A
18TH DISTRICT POLICE STATION	5510 PINE ST
19TH DISTRICT POLICE STATION	6059 HAVERFORD AVE APT P
1ST DISTRICT POLICE STATION	2301 S 24TH ST
22ND DISTRICT POLICE	1747 N 17TH ST
23RD DISTRICT POLICE	1747 N 17TH ST APT A
24TH DISTRICT POLICE	1747 N 17TH ST APT C
24TH DISTRICT POLICE	3901 WHITAKER AVE
25th DISTRICT POLICE	3901 WHITAKER AVE UNIT A
25TH POLICE DISTRICT	4010 WHITAKER AVE
26TH POLICE DISTRICT	615 GIRARD AVE
26TH POLICE DISTRICT	4040 WHITAKER AVE
27TH POLICE DISTRICT	4040 WHITAKER AVE SPC 2
28TH POLICE DISTRICT	4040 WHITAKER AVE SPC 2
2nd POLICE DISTRICT	2301 S 24TH ST APT 1
311 CALL CENTER	990 SPRING GARDEN ST
311 CALL CENTER	CITY HALL
3rd DISTRICT POLICE STATION	2301 S 24TH ST APT 2
3rd DISTRICT POLICE STATION	2302 S 7TH ST
4th DISTRICT POLICE STATION	2301 S 24TH ST APT 3
5th DISTRICT POLICE STATION	2301 S 24TH ST APT 5
5TH DISTRICT POLICE STATION	6666 RIDGE AVE APT POLIC
6th DISTRICT POLICE STATION	2301 S 24TH ST APT B
6th DISTRICT POLICE STATION	235 N 11TH ST
7th DISTRICT POLICE STATION	2301 S 24TH ST UNIT A
9TH DISTRICT CENTRAL	401 N 21ST ST
ANDERSON REC CENTER	1700 FITZWATER ST
ANDERSON CULTURAL REC CENTER	5301 OVERBROOK AVE APT O
ANDERSON RECREATION CENTER	740 S 17TH ST
ANGELA SCHOOL	2420 E ALLEGHENY AVE
ANNA B DAY SCHOOL	6324 CRITTENDEN ST
ANNE FRANK ELEMENTARY	9701 HOFF ST
ANNENBERG SCHOOL	3620 WALNUT ST
ANNUNCIATION SCHOOL	1150 WHARTON ST
ARTHUR SCHOOL	2000 CATHARINE ST

ASCENSION SCHOOL	735 E WESTMORELAND ST
ATHLETIC REC CENTER	1400 N 26TH ST
AWBURY REC CENTER	6101 ARDLEIGH ST
BACHE SCHOOL	22ND AND BROWN S
BALDI SCHOOL	8900 VERREE RD
BARRATT SCHOOL	16TH AND WHRTN
BARRY PLAYGROUND	18TH AND BGLR S
BARTON ELEMENTARY	300 E WYOMING AVE
BAYO SCHOOL	7800 OGONTZ AVE APT 1
BELFIELD REC CENTER	2100 W CHEW AVE
BENJAMIN RUSH SCHOOL	11090 KNIGHTS RD
BLESSED SACRAMENT	344 N FELTON ST
BODINE HIGH SCHOOL	4TH AND GERG ST
BOK HIGH SCHOOL	8TH AND MIFFLIN ST
BRIDESBURG REC CENTER	4601 RICHMOND ST
BRIDESBURG SCHOOL	2824 JENKS ST
BROWN SCHOOL	8150 FRANKFORD AVE
BUSHROD LIBRARY	6304 CASTOR AVE
BUSTELO LIBRARY	10100 BUSTLETON AVE
CAPITOL PLAYGROUND	9TH AND FDRL ST
CARMELLA REC CENTER	2150 WAKELING ST
CARNELL SCHOOL	6200 FRONTENAC ST
CARROLL SCHOOL	2700 E AUBURN ST
CASSIDY SCHOOL	6523 LANSDOWNE AVE APT C
CAYUGA ELEMENTARY	500 W CAYUGA ST
CECIL B MOORE LIBRARY	2320 CB MOORE AVE
CENTER ACADEMY	315 S 17TH ST
CENTRAL HIGH SCHOOL	5586 OGONTZ AVE
CENTRAL LIBRARY	1901 VINE ST
CENTRAL MAINTENANCE	1221 N 4TH ST
CHERASHORE PLAYGROUND	900 W CHEW ST
CHESTNUT HILL ACADEMY	500 W WILLOW GROVE AVE
CHEW PLAYGROUND	1834 ELLSWORTH ST
CIBOTTI REC CENTER	2536 S 77TH ST
CIONE PLAYGROUND	2600 ARAMINGO AVE
COURTHOUSE	1301 FILBERT ST APT 1416
CITY HALL	1401 JOHN F KENNEDY BLVD Apt 110
CITY HALL	1401 JOHN F KENNEDY BLVD Apt 210
CITY HALL	1401 JOHN F KENNEDY BLVD Apt 404
CITY HALL	1401 JOHN F KENNEDY BLVD Apt 497
CITY HALL	1401 JOHN F KENNEDY BLVD Apt 714
CITY HALL	1401 JOHN F KENNEDY BLVD Apt 797
CITY HALL	1401 JOHN F KENNEDY BLVD Media Room

CITY HALL	1401 JOHN F KENNEDY BLVD Room 111
CITY HALL	909 FILBERT ST
CITY HALL	9239 ROOSEVELT BLVD
CITY HALL	BROAD AND MARKET
CITY HALL	CITY HALL APT 380
CITY HALL	CITY HALL APT 714
CITY HALL	CITY HALL RM 319
CITY HEALTH CTR	231 E WYOMING AVE
CITY OF PHILADELPHIA HEALTH CTR	1720 S BROAD ST
CLEMENTE SCHOOL	152 W ERIE AVE
CLONE PLAYGROUND	2698 ARAMINGO AVE
CLYMER ELEMENTARY SCHOOL	1201 W RUSH ST
COHOCKS PLAYGROUND	2879 CEDAR ST
COLUMBUS SCHOOL	1301 WHARTON ST
COMLY ELEMENTARY	13001 KELVIN AVE
COMMUNITY ACADEMY	1100 E ERIE AVE
COMMUNITY COLLEGE	1700 SPRING GARDEN ST
COMMUNITY REC CENTER	3600 ASPEN ST
CONWELL SCHOOL	1850 E CLEARFIELD ST
COOKE MIDDLE SCHOOL	1300 W LOUDEN ST
COURTHOUSE	1101 MARKET ST STE 1000
COURTHOUSE	1101 MARKET ST STE 2840
COURTHOUSE	1101 MARKET ST STE 300
COURTHOUSE	1101 MARKET ST STE 400
COURTHOUSE	1101 MARKET ST STE 500
COURTHOUSE	1101 MARKET ST STE 700
COURTHOUSE	1301 FILBERT ST APT 105
COURTHOUSE	1301 FILBERT ST APT 1201
COURTHOUSE	1301 FILBERT ST APT 1202
COURTHOUSE	1301 FILBERT ST APT 1204
COURTHOUSE	1301 FILBERT ST APT 1206
COURTHOUSE	1301 FILBERT ST APT 1207
COURTHOUSE	1301 FILBERT ST APT 1208
COURTHOUSE	1301 FILBERT ST APT 1209
COURTHOUSE	1301 FILBERT ST APT 1212
COURTHOUSE	1301 FILBERT ST APT 1213
COURTHOUSE	1301 FILBERT ST APT 1214
COURTHOUSE	1301 FILBERT ST APT 1215
COURTHOUSE	1301 FILBERT ST APT 1217
COURTHOUSE	1301 FILBERT ST APT 1302
COURTHOUSE	1301 FILBERT ST APT 1303
COURTHOUSE	1301 FILBERT ST APT 1307
COURTHOUSE	1301 FILBERT ST APT 1312

COURTHOUSE	1301 FILBERT ST APT 1313
COURTHOUSE	1301 FILBERT ST APT 1315
COURTHOUSE	1301 FILBERT ST APT 1316
COURTHOUSE	1301 FILBERT ST APT 1318
COURTHOUSE	1301 FILBERT ST APT 1319
COURTHOUSE	1301 FILBERT ST APT 1401
COURTHOUSE	1301 FILBERT ST APT 1402
COURTHOUSE	1301 FILBERT ST APT 1403
COURTHOUSE	1301 FILBERT ST APT 1404
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COURTHOUSE	1301 FILBERT ST APT 1416
COURTHOUSE	1301 FILBERT ST APT 1418
COURTHOUSE	1301 FILBERT ST APT 1419
COURTHOUSE	1301 FILBERT ST APT 202
COURTHOUSE	1301 FILBERT ST APT 203A
COURTHOUSE	1301 FILBERT ST APT 203B
COURTHOUSE	1301 FILBERT ST APT 206E
COURTHOUSE	1301 FILBERT ST APT 208A
COURTHOUSE	1301 FILBERT ST APT 310H
COURTHOUSE	1301 FILBERT ST APT 401C
COURTHOUSE	1301 FILBERT ST APT B03
COURTHOUSE	1301 FILBERT ST APT B07
COURTHOUSE	1301 FILBERT ST APT BE-4
COURTHOUSE	1301 FILBERT ST APT BE-4A
COURTHOUSE	1301 FILBERT ST APT B06
COURTHOUSE	1301 FILBERT ST APT JURY
COURTHOUSE	1339 CHESTNUT ST FL 10TH
COURTHOUSE	1339 CHESTNUT ST FL 10TH
COURTHOUSE	1339 CHESTNUT ST FL 10TH
COURTHOUSE	1339 CHESTNUT ST FL 6TH
COURTHOUSE	1501 ARCH ST
COURTHOUSE	1501 ARCH ST STE 1416
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COURTHOUSE	1501 ARCH ST STE 1444
COURTHOUSE	1501 ARCH ST STE 1450
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COURTHOUSE	1501 ARCH ST STE 1483
COURTHOUSE	1501 ARCH ST STE 1516
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COURTHOUSE	1501 ARCH ST STE 1559
COURTHOUSE	1501 ARCH ST STE 1560
COURTHOUSE	1501 ARCH ST STE 1561
COURTHOUSE	1501 ARCH ST STE 221
COURTHOUSE	CITY HALL APT 440
COURTHOUSE	CITY HALL APT 684
COURTHOUSE	CITY HALL APT 673
COURTHOUSE	CITY HALL APT 342B
COURTHOUSE	CITY HALL APT 532A
COURTHOUSE	CITY HALL APT 510
COURTHOUSE	CITY HALL APT 364
COURTHOUSE	CITY HALL APT 392
COURTHOUSE	CITY HALL APT 327
COURTHOUSE	CITY HALL APT 485
COURTHOUSE	CITY HALL APT 539
COURTHOUSE	CITY HALL APT 300
COURTHOUSE	CITY HALL APT 642
COURTHOUSE	CITY HALL APT 516
CPR UNIT	990 SPRING GARDEN ST
CROSSAN ELEMENTARY	7340 BINGHAM ST
DANIEL BOONE SCHOOL	1435 N 26TH ST
DAY SCHOOL	6200 CRITTENDEN ST
DEL VALLEY INTELLIGENCE CTR	2800 S 20TH ST BLDG 6
DELTA SCHOOL	3515 WOODHAVEN RD BLDGF
DELVALLE HIGH SCHOOL	7959 CASTOR AVE OFC MAIN
DEPARTMENT OF HEALTH	1501 E LYCOMING ST
DEPARTMENT OF HEALTH	2300 POPLAR ST APT 4
DEPARTMENT OF HUMAN SERVICE	1515 ARCH ST RM 001
LAW DEPARTMENT	1515 ARCH ST RM 126
DEPARTMENT OF RECREATION	1414 S 47TH ST
DEPARTMENT OF RECREATIONS	3350 D ST
DEPARTMENT OF STREET	4806 PARKSIDE AVE
DEPARTMENT OF STREETS	4635 STENTON AVE
DEPATMENT OF HEALTH	500 S BROAD ST APT 1
DEPT OF PUBLIC PROPERTY	6654 RIDGE AVE APT A
DISCOVER CHARTER SCHOOL	5070 PARKSIDE AVE
DISILVES PLAYGROUND	1701 S 15TH ST
DISSTON REC CENTER	4511 DISSTON ST
DISTON SCHOOL	4200 KNORR ST
DISTRICT 35 POLICE STATION	5960 N BROAD ST

DISTRICT 39 POLICE STATION	2201 W HUNTING PARK AVE
DISTRICT 7 POLICE STATION	1701 BOWLER ST
DISTRICT ATTORNEY	3 S PENN SQ
DISTRICT OFFICE	25TH AND MORRIS ST
DOROTHY EMANUEL RECREATION	8501 PROVIDENT ST
DORSEY PLAYGROUND	4800 HELLERMAN ST
DUCKERY SCHOOL	15TH AND DIAMOND S
EAST CENTRAL SCHOOL	236 E WYOMING AVE
EDISON HIGH SCHOOL	105 W LUZERNE ST
EDMUNDS SCHOOL	1100 DYRE ST
EDMONDS SCHOOL	1301 E SEDGWICK ST
ELKIN ELEMENTARY	500 E ALLEGHENY AVE
ELLWOOD SCHOOL	6650 N 13TH ST
ELVERSON MIDDLE SCHOOL	13TH AND SUSSQEHANNA
EMERGENCY MANAGEMENT	240 SPRING GARDEN ST
EMERGENCY MANAGEMENT	240 SPRING GARDEN ST APT 2
EMERGENCY MANAGEMENT	240 SPRING GARDEN ST APT 3
EMLÉN SCHOOL	6501 CHEW AVE
ENG 59 FIREHOUSE	2211 W HUNTING PARK AVE
ENGINE 1 FIREHOUSE	711 S BROAD ST APT 1
ENGINE 11 FIREHOUSE	601 SOUTH ST
ENGINE 2 FIREHOUSE	1200 S 20TH ST APT 2
ENGINE 20 FIREHOUSE	133 N 10TH ST
ENGINE 22 FIREHOUSE	3270 COMLY RD
ENGINE 3 FIREHOUSE	1101 E MOYAMENSING AVE
ENGINE 33 FIREHOUSE	RCHMD AND KRKBR
ENGINE 38 FIREHOUSE	6654 RIDGE AVE
ENGINE 40 FIREHOUSE	2200 S 65TH ST
ENGINE 44 FIREHOUSE	3420 HAVERFORD AVE
ENGINE 46 FIREHOUSE	9187 FRANKFORD AVE
ENGINE 47 FIREHOUSE	3031 GRAYS FERRY AVE
ENGINE 49 FIREHOUSE	2600 S 13TH ST
ENGINE 50 FIREHOUSE	1329 W CAMBRIA ST
ENGINE 54 FIREHOUSE	1900 N 63RD ST APT FIRE DE
ENGINE 56 FIREHOUSE	834 RHAWN ST
ENGINE 57 FIREHOUSE	5557 CHESTNUT ST
ENGINE 58 FIREHOUSE	812 HENDRIX ST
ENGINE 61 FIREHOUSE	5334 RISING SUN AVE
ENGINE 62 FIREHOUSE	1701 BOWLER ST
ENGINE 64 FIREHOUSE	6100 RISING SUN AVE
ENGINE 66 FIREHOUSE	7800 RIDGE AVE APT FIRE
ENGINE 68 FIREHOUSE	801 S 52ND ST
ENTERPRISE REC CENTER	4548 MARKET ST FL 1 FRONT

EPIPHANY SCHOOL	1248 JACKSON ST
ETHEN ALLEN ELEMENTARY	6301 BATTERSBY ST
FAIRHILL ELEMENTARY SCHOOL	2800 N 6TH ST
FARRELL ELEMENTARY	8300 CASTOR AVE
FELL D N SCHOOL	9TH AND OR AVE
FELS ELEMENTARY	900 DEVEREAUX AVE
FELTON PLAYGROUND	249 E WYOMING AVE
FELTONVILLE SCHOOL	4901 RISING SUN AVE
FILM OFFICE	1515 ARCH ST RM 1102
FINLETTE SCHOOL	6101 N FRONT ST
FINNEGAN PLAYGROUND	6900 GROVERS AVE
FIREHOUSE	4299 MARKET ST
FISHTOWN LIBRARY	1217 E MONTGOMERY AVE
FORREST SCHOOL	7340 COTTAGE ST
FOX CHASE FARM SCHOOL	8500 PINE RD
FOX CHASE LIBRARY	8000 ROCKWELL AVE
FOX CHASE RECREATION	7900 ROCKWELL AVE
FOX CHASE SCHOOL	500 RHAWN ST
FRANCIS RECREATION	1737- 39 FRANCIS ST
FRANCIS SCHOOL	641 N 24TH ST
FRANKFORD LIBRARY	4634 FRANKFORD AVE
FRANKLIN SCHOOL	5800 RISING SUN AVE
FREIRE SCHOOL	2027 CHESTNUT ST
FUMO LIBRARY	2437 S BROAD ST
FURNESS SCHOOL	1900 S 3RD ST
GA STARR PLAYGROUND	600 LOMBARD ST
GAMP SCHOOL	23RD AND RITNER
GATHERS REC CENTER	2501 W DIAMOND ST
GERMANTOWN HIGH SCHOOL	5960 GERMANTOWN AVE
GESU CATHOLIC SCHOOL	1700 W THOMPSON ST
GIDEON SCHOOL	29TH AND GLNWD
GIFFORD PLAYGROUND	575 TOMLINSON RD
GIRARD SCHOOL	18TH AND SNYDER AVE
GIRLS HIGH SCHOOL	1405 W OLNEY AVE
GLAVIN PLAYGROUND	2610 E WESTMORELAND ST
GRANAHAN REC CENTER	6500 CALLOWHILL ST APT R
GRATZ SCHOOL	17TH AND BLTR S
GREEN STREET FRIENDS SCHOOL	5511 GREENE ST
GREENBERG SCHOOL	600 SHARON LN
GUERIN REC CENTER	1540 JACKSON ST APT 1
GUERIN SENIOR CENTER	1558 JACKSON ST
HACKETT ELEMMENTARY SCHOOL	2101 E YORK ST
HADDINGTON LIBRARY	6500 W GIRARD AVE

HALL SCHOOL	6100 N GRATZ ST
HAPPY HOLLOW REC CENTER	4800 WAYNE AVE
HARDING JR HIGH SCHOOL	4900 TORRESDALE AVE
HAVEL SENIOR CENTER	1615 N 23RD ST RM 1
HEALTH REC CENTER	2230 COTTMAN AVE
HENRY BROWN SCHOOL	1900 SERGEANT ST
HIGHWAY PATROL	660 E ERIE AVE FL 1ST
HILL REC CENTER	201 FOUNTAIN ST APT HIL
HILL SCHOOL	1200 E TULPEHOCKEN ST
HOLMES ELEMENTARY	3300 WILLITS RD
HOLMESBG LIBRARY	7810 FRANKFORD AVE
HOLMESBURG REC CENTER	4500 RHAWN ST
HOLY CROSS SCHOOL	144 E MT AIRY AVE
HOLY INNOCENT SCHOOL	1312 E BRISTOL ST
HOPKINSON SCHOOL	4000 DUNGAN ST
HOUSEMAN REC CENTER	5091 SUMMERDALE AVE
IMMACULATE HEART MARY SCHOOL	815 E CATHEDRAL RD
IONAL PLAYGROUND	4800 DITMAN ST
J FINNEGAN PLAYGROUND	6900 GROVERS AVE
JACKSON SCHOOL	12TH AND FDRL S
JAMES SCHOOL	4667 UMBRIA ST APT DOBSO
JARDEL REC CENTER	1400 COTTMAN AVE
JE HILL SCHOOL	5900 CRITTENDEN ST
JENKS SCHOOL	100 E SOUTHAMPTON AVE
JENKS SCHOOL	8300 GERMANTOWN AVE
JEROME'S SCHOOL	3031 STAMFORD ST
JOHN HANCOCK SCHOOL	3668 E CROWN AVE
JOHN PAUL JONES SCHOOL	2019 E WILLARD ST
JONES JR HIGH SCHOOL	2950 MEMPHIS ST
JUNIATA PARK	1251 E SEDGLEY AVE
JW HOWE SCHOOL	5800 N 13TH ST
KAREN HEITZMAN REC CENTER	2051 CASTOR & AMBER
KATHARINE DREXEL LIBRARY	11099 KNIGHTS RD
KEARNY SCHOOL	6TH AND FRMNT A
KELLY SCHOOL	28TH AND OXFRD
KENDRICK REC CENTER	5800 RIDGE AVE
KENSINGTON SCHOOL	2100 E CUMBERLAND ST
KEY SCHOOL	8TH AND WOLF ST
KING REC CENTER	2101 CB MOORE AVE
KING SCHOOL	2250 STENTON AVE
KINGSESS REC CENTER	4901 KINGSESSING AVE
KIRKBRID SCHOOL	700 DICKINSON ST
LABRUM SCHOOL	10828 HAWLEY RD

LACKMAN PLAYGROUND	1101 BARTLETT ST
LAMBERTON ELEMENTARY	7501 WOODBINE AVE LBBY
LANWCREST LIBRARY	6098 RISING SUN AVE
LAWNCRES REC CENTER	6000 RISING SUN AVE
LEEDS SCHOOL	1100 E MT PLEASANT AVE
LEHIGH AVE LIBRARY	601 W LEHIGH AVE
LINCOLN HIGH SCHOOL	7300 ROWLAND AVE
LINGELBACH SCHOOL	400 W JOHNSON ST
LOBORATO CHARTER SCHOOL	800 N ORIANNA ST
LOESCH SCHOOL	595 TOMLINSON RD
LOGAN LIBRARY	1333 WAGNER AVE
LOGAN SCHOOL	1700 LINDLEY AVE
LOVETT LIBRARY	6945 GERMANTOWN AVE
LOWELL ELEMENTARY	300 NEDRO AVE
LOWER MAFAIR PLAYGROUND	6300 HAWTHORNE ST
LUIZ MONOMAR SCHOOL	3300 N 3RD ST
MALLORY PLAYGROUND	100 E JOHNSON ST
MANN SENIOR CENTER	3201 N 5TH ST APT 2
MANTUA COMMUNITY REC CENTER	3600 BARING ST
MARKWOOD REC CENTER	2601 PINE ST
MARSHALL SCHOOL	4500 GRISCOM ST
MARTIN LUTHER KING HS	6000 STENTON AVE
MASTBAUM HIGH SCHOOL	3116 FRANKFORD AVE
MATERNITY BVM SCHOOL	9322 BUSTLETON AVE
MAYFAIR SCHOOL	3060 PRINCETON AVE
MAYFIELD REC CENTER	2990 ST VINCENT ST
MAYORS OFFICE OF LABOR RELATIONS	1515 ARCH ST FL 16TH
MCARDLE PLAYGROUND	2875 WELSH RD UNIT A
MCCALL SCHOOL	6TH AND DELANCY
MCCREESH PLAYGROUND	6700 REGENT ST
MCKINLEY SCHOOL	2100 N ORKNEY ST
MCLEOD BETHUNE SCHOOL	3300 OLD YORK RD
MCLOSKEY ELEMENTARY	8500 PICKERING AVE
MCMICHAEL SCHOOL	3543 FAIRMOUNT AVE
MCPHERSON LIBRARY	601 E INDIANA AVE
MEADE SCHOOL	1800 W OXFORD ST
MEEHAN MIDDLE SCHOOL	3001 RYAN AVE
MIFFLIN SCHOOL	3624 CONRAD ST
MILLER SCHOOL	4300 WESTMINSTER AVE
MOFFETT SCHOOL	HOWARD AND OXFO
MONKIEWICZ PLAYGROUND	3201 RICHMOND ST
MOORE ELEMENTARY SCHOOL	6900 SUMMERDALE AVE
MOORE REC CENTER	2020 W LEHIGH AVE APT REC

MOORISH SCHOOL	2022 SOUTH ST
MORRIS REC CENTER	1600 CHELTEN AVE
MORRIS SCHOOL	2600 W THOMPSON ST
MOSS PLAYGROUND	5700 TORRESDALE AVE
MOTHER DIVINE GRACE SCHOOL	2612 E MONMOUTH ST
MOTHER OF CONSOLATION SCHOOL	17 E CHSTNUT HILL AVE
MT AIRY CHURCH	7800 OGONTZ AVE
MT AIRY PLAYGROUND	7000 GERMANTOWN AVE
DEPT OF HUMAN SERVICES	1515 ARCH ST FL 8
COURTHOUSE	1515 ARCH ST RM 1200
MURPHY REC CENTER	300 W SHUNK ST
NAZARETH SCHOOL	4001 GRANT AVE
NE CATHOLIC SCHOOL	1840 TORRESDALE AVE
NE HIGH SCHOOL	1601 COTTMAN AVE
NEBINGER SCHOOL	600 CARPENTER ST
NELSON REC CENTER	301 W CUMBERLAND ST
NEW FOUNDATION CHARTER SCHOOL	8001 TORRESDALE AVE APT A
NEW MEDI TECH CHARTER SCHOOL	8034 THOURON AVE UNIT 1
NORTH LIBERTY REC CENTER	321 FAIRMOUNT AVE
WEST OAK LANE LIBRARY	2000 E WASHINGTON LN
OAK LANE LIBRARY	6614 N 12TH ST
OFFICE INNOVATION & TECHNOLOGY	1234 MARKET ST FL 18-A
OFFICE INNOVATION & TECHNOLOGY	1234 MARKET ST FL 18-C
OFFICE OF SUPPORTIVE HOUSING	4000 N AMERICAN ST
OLNEY ELEMENTARY SCHOOL	5301 N WATER ST
OLNEY HIGH SCHOOL	113 E DUNCANNON AVE
OLNEY LIBRARY	5501 N 5TH ST UNIT A
OLNEY REC CENTER	6001 A ST
OUR LADY CONSOLATION SCHOOL	4816 PRINCETON AVE
OUR LADY OF CALVARY SCHOOL	11023 KIPLING LN
PA NARCOTIC TECH UNIT	5200 WISSAHICKON AVE
PALMER REC CENTER	2900 COMLY RD
PALUMBO SCHOOL	11TH AND CTHRN
PASCHALVILLE LIBRARY	6942 WOODLAND AVE
PASSYUNK LIBRARY	1935 W SHUNK ST
PASTORIU SCHOOL	926 CHELTEN AVE
PELBANO REC CENTER	2128 SOLLY AVE UNIT AA
PENNELL ELEMENTARY SCHOOL	1800 NEDRO AVE
PENNYPAC SCHOOL	7300 THOURON AVE
PENROSE PLAYGROUND	1101 W SUSQUEHANNA AVE
PEOPLE SCHOOL	800 N BROAD ST
PHILADELPHIA ACADEMY	2820 N 4TH ST BLDG 1

PHILADELPHIA BOARD OF ETHICS	1515 ARCH ST FL 18
PHILADELPHIA FIRE DEPT	1 WASHINGTON AVE APT 101
PHILADELPHIA HEALTH CENTER	131 E CHELTEN AVE
PHILADELPHIA HEALTH CENTER	321 W GIRARD AVE
PHILADELPHIA LIBRARY	1314 LOCUST ST
PHILADELPHIA LIBRARY	1700 S BROAD ST
PHILADELPHIA LIBRARY	1905 LOCUST ST
PHILADELPHIA SCHOOL DISTRICT	440 N BROAD ST
PHILADELPHIA TRAFFIC DEPT	4401 G ST
PHILADELPHIA DEPT OF RECREATION	250 S 63RD ST
PHILADELPHIA WATER	1500 E HUNTING PARK AVE
PHILLY CAM	699 RANSTEAD ST
PICARIEL PLAYGROUND	10811 CALERA RD
POLICE 3RD DISTRICT	1100 WHARTON ST
POLICE 8TH DISTRICT	10100 ACADEMY RD
POLICE AID	2531 W MASTER ST
POLICE DEPARTMENT	7790 DUNGAN RD
POLICE DEPARTMENT	7800 DUNGAN RD
POLICE DEPARTMENT	8501 STATE RD APT
POLICE DEPARTMENT	8501 STATE RD APT 1FLR
POLICE DEPARTMENT	8501 STATE RD UNIT B/S1
POLICE DEPARTMENT	8501 STATE RD UNIT SWAT2
POLICE DEPARTMENT	8TH AND RAC STS
POLICE DEPARTMENT	8TH AND RACE APT 212B
POLICE DEPARTMENT	8TH AND RACE ROOM 3
POLICE DEPARTMENT	8TH AND RACE APT 103
POLICE DEPARTMENT	8TH AND RACE APT B11
POLICE DEPARTMENT	8TH AND RACE APT L12
POLICE DEPARTMENT	8TH AND RACE APT 312B
POLICE DEPARTMENT	8TH AND RACE APT 206A
POLICE DEPARTMENT	8TH AND RACE ST APT 306
POLICE DEPARTMENT	8TH AND RACE ST APT 314D
POLICE DEPARTMENT	8TH AND RACE ST APT B1
POLICE DEPARTMENT	8TH AND RACE ST APT 314C
POLICE DEPARTMENT	8TH AND RACE ST APT 312A
POLICE DEPARTMENT	8TH AND RACE ST APT 214
POLICE DEPARTMENT	8TH AND RACE ST APT 311
POLICE DEPARTMENT	8TH AND RACE ST APT 310B
POLICE DEPARTMENT	8TH AND RACE ST SUITE 2
POLICE DEPARTMENT	8TH AND RACE ST APT 212A
POLICE DEPARTMENT	8TH AND RACE ST APT 107
POLICE DEPARTMENT	8TH AND RACE ST APT 310A
POLICE DEPARTMENT	8TH AND RACE ST APT 210



POLICE DEPARTMENT	8TH AND RACE ST APT 106
POLICE DEPARTMENT	8TH AND RACE ST APT 206B
POLICE DEPARTMENT	8TH AND RACE ST APT 104
POLICE DEPARTMENT	8TH AND RACE ST APT 107
POLICE DEPARTMENT	8TH AND RACE ST ROOM 2
POLICE DEPARTMENT	8TH AND RACE ST BMT WEST
POLICE DEPARTMENT	8TH AND RACE ST APT 314A
POLICE DEPARTMENT	8TH AND RACE ST APT 213
POLICE DEPARTMENT	8TH AND RACE ST APT 313
POLICE DEPARTMENT	8TH AND RACE ST APT 107
POLICE DEPARTMENT	8TH AND RACE ST APT 103R
POLICE DEPARTMENT	990 SPRING GARDEN ST
POLICE DEPARTMENT	990 SPRING GARDEN ST STE 2
POLICE DIVISION HEADQUARTERS	4000 N AMERICAN ST
POLLOCK SCHOOL	2875 WELSH RD
POLUMBO'S RECREATION	901 FITZWATER ST
PP MAINTENANCE BUILDING	7000 HAVERFORD AVE
QUEEN MEMORIAL LIBRARY	1201 S 23RD ST
RAMP RECREATION	SOLLY AND ROWLAND
RECREATION CENTER	8101 BUSTLETON AVE
RECREATION DEPARTMENT	1101 N 38TH ST
RECREATIONAL HEALTH CENTER	1900 N 20TH ST
RESURRECTION SCHOOL	2020 SHELMIRE AVE
RHAWNHURST ELEMENTARY	7809 CASTOR AVE
RICHMOND LIBRARY	2600 E INDIANA AVE
RICHMOND SCHOOL	2980 BELGRADE ST
RIVERA REC CENTER	3201 N 5TH ST
RIVERA REC CENTER	3201 N 5TH ST RM 1
RIZZO SKATING RINK	1000 S FRONT ST
ROBERTO CLEMENTE PLAYGROUND	1800 WALLACE ST
RODRIGUEZ LIBRARY	600 W GIRARD AVE
ROMAN CATHOLIC HIGH SCHOOL	301 N BROAD ST
ROOSEVELT PLAYGROUND	4301 LEVICK ST
ROOSEVELT SCHOOL	430 E WASHINGTON LN
ROWAN SCHOOL	6841 N 19TH ST
ROWEN WILLIAM SCHOOL	1900 E HAINES ST
RUSSO PLAYGROUND	7301 TORRESDALE AVE
SAINT GEORGE'S SCHOOL	2700 E VENANGO ST
SAINT KATHERINES	9738 FRANKFORD AVE
SAINT MALACHY'S SCHOOL	1429 N 11TH ST APT 1
SAMUEL REC CENTER	3539 GAUL ST
SCANLON PLAYGROUND	1099 E TIOGA ST
SCHMIDT REC CENTER	113 W ONTARIO ST

SCHOOL DISTRICT 5	701 W SOMERSET ST
SCHOOL OF PERFORMING ARTS	2600 S BROAD ST APT 1
SHALLCROSS SCHOOL	3390 BYBERRY RD
SHARSWOOD SCHOOL	2ND AND WLF STS
SHEPARD REC CENTER	5700 HAVERFORD AVE
SHERIDAN ELEMENTARY	800 E ONTARIO ST
SHOT TOWER REC CENTER	131 CARPENTER ST
SIMONS RECREATION	7200 WOOLSTON AVE
SIMPSON PLAYGROUND	1010 ARROTT ST
SMEDLEY SCHOOL	1700 BRIDGE ST
SOLIS COHEN SCHOOL	6949 HORROCKS ST
SOUTHWARD LIBRARY	932 S 7TH ST
SPRUANCE SCHOOL	6400 HORROCKS ST
ST ALBERTS SCHOOL	2645 E ALLEGHENY AVE APT A
ST ANNE CENTER	2322 E TUCKER ST FL 1
ST BENEDICT ELEMENTARY	1935 MEDARY AVE
ST CECILA'S SCHOOL	525 RHAWN ST APT A
ST CYPRIAN SCHOOL	6225 CEDAR AVE
ST DOMINIC'S SCHOOL	8510 FRANKFORD AVE
ST FRANCIS SCHOOL	2322 GREEN ST
ST FRANCIS SCHOOL	44 W LOGAN ST
ST GEORGE SCHOOL	3570 SALMON ST
ST HUBERTS,*	7320 TORRESDALE AVE
ST JAMES SCHOOL	3217 W CLEARFIELD ST
ST JOES PREP SCHOOL	1733 W GIRARD AVE
ST LAURENTIUS SCHOOL	1612 E BERKS ST
ST LUCY DAY SCHOOL	4251 L ST
ST MARIA GORETTI SCHOOL	10TH AND MOR ST
ST RICHARDS SCHOOL	1826 POLLOCK ST
ST WILLIAM SCHOOL	6201 RISING SUN AVE
ST. MARTHAS SCHOOL	11321 ACADEMY RD
ST. NICKS SCHOOL	913 PIERCE ST APT 1
STANTON SCHOOL	1700 CHRISTIAN ST
STENTON REC CENTER	1701 W COURTLAND ST
STERN HEBREW SCHOOL	1630 HOFFNAGLE ST
STETSON SCHOOL	3200 B ST
STEVEN DECATUR ELEMENTARY	3500 ACADEMY RD
STREETS TRAINING CENTER	8401 STATE RD
STURGIS PLAYGROUND	6500 N 2ND ST
SULLIVAN REC CENTER	5400 HARBISON AVE
SWENSON SCHOOL	2100 RED LION RD
TACONY LIBRARY	6742 TORRESDALE AVE
TARKEN PLAYGROUND	6250 FRONTENAC ST

TAYLOR SCHOOL	3600 N RANDOLPH ST
TEEN CENTER	3350 D ST APT A
THE ADAIRE SCHOOL	1300 PALMER ST
THE FISHTOWN REC CENTER	1232 E MONTGOMERY AVE
THOMAS POTTER SCHOOL	3001 N 6TH ST
TORR LIBRARY	3079 HOLME AVE
TORRESDALE BOYS CLUB	4500 LINDEN AVE
TOWEY RECREATION	1832 N HOWARD ST
TRINITY SCHOOL	2300 S 18TH ST
UNIVERSAL CHARTER SCHOOL	1415 CATHARINE ST
UNIVERSITY SCHOOL	3600 FILBERT ST
VARE REC CENTER	2601 MORRIS ST
VARE SCHOOL	24TH AND SNYDER AVE
VAUX SCHOOL	2300 W MASTER ST
VISITATION SCHOOL	300 E LEHIGH AVE
VOIGT REC CENTER	4131 UNRUH AVE
WADSWORTH LIBRARY	1500 WADSWORTH AVE
WAGNER SCHOOL	1800 E CHELTEN AVE
WALNUT REC CENTER	3700 WARREN ST
WASHINGTON HIGH SCHOOL	11000 BUSTLETON AVE
WASHINGTON SCHOOL	5TH AND FEDERAL ST
WATERTOWN REC CENTER	200 E HARTWELL LN
WATERVIEW RECREATION	703 E RITTENHOUSE ST
WEBSTER ELEMENTARY	2035 E ONTARIO ST
WELSH ELEMENTARY	400 W YORK ST
WEST LIBRARY	5200 SANSOM ST
WHITMAN LIBRARY	200 SNYDER AVE
WILLARD SCHOOL	2970 EMERALD ST
WILLIAM DICK SCHOOL	2498 W DIAMOND ST
WILSON JUNIOR HIGH SCHOOL	7300 LORETTO AVE
WISTER ELEMENTARY	5212 WAKEFIELD ST
WORDSWORTH ACADEMY	3905 FORD RD
WYOMING LIBRARY	237 E WYOMING AVE
ZEIGLER ELEMENTARY	5945 SAUL ST
ZIEHLER REC CENTER	5500 B ST

**APPENDIX G**  
**INSTITUTIONAL NETWORK SERVICES**

The Institutional Network services agreement referenced in Section 5.8, *Institutional Network Services*, shall include the following terms, except as agreed otherwise by the parties thereto:

- I. 100% fiber-based network
- II. High-speed connectivity across approximately 225 facilities, including recreation centers, health facilities, municipal buildings (owned and leased), police and fire buildings, and other city buildings and facilities.
- III. Network redundancies to minimize outages, including redundant fiber paths as specified by the City in consultation with Franchisee
- IV. No cost to the City for capital construction (valued at more than \$9 million)
- V. No cost to the City for capital equipment replacement at year 7 (valued at \$1 million)
- VI. Recurring monthly cost that results in significant annual savings from current costs (approximately \$50,000 per month in savings).
- VII. Network services approach to augment City staffing.
- VIII. Network may be used for any governmental purpose.
- IX. No restrictions on how City will use or extend the network to provide WiFi in municipal buildings, including recreation centers.
- X. High speed stable network for the duration of the 15 year term, enabling Government to modernize services to all Philadelphia residents.

# **EXHIBIT B**

Bill No. 150809



**City of Philadelphia  
Economic Opportunity Plan**

**Comcast Cable Franchise**

I. Introduction, Definitions and Diversity Practices

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of "Economic Opportunity Plan(s)" for certain classes of contracts and covered projects as defined in Section 17-1601. This Economic Opportunity Plan ("Plan") is for the Cable Television Franchise Agreement to be issued to Comcast of Philadelphia, LLC and Comcast of Philadelphia II, LLC (collectively "Franchisee") under Council Bill #150809, which is a renewal pursuant to the requirements of the Federal Cable Act (47 U.S.C. §521 et seq.) of the existing cable television franchise and as such the continuation of an ongoing business operation. The Plan memorializes the Franchisee's "Best and Good Faith Efforts" to provide meaningful and representative opportunities for Minority Business Enterprises ("MBEs"), Woman Business Enterprises ("WBEs") and Disabled Business Enterprises ("DSBEs") (collectively, "M/W/DSBEs" which also includes firms designated as Disadvantaged Business Enterprises or "DBEs"<sup>1</sup>) and employ an appropriately diverse workforce in the continued operation of the cable television system owned by the Franchisee in the City of Philadelphia. ("Project"). The term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: a Franchisee's efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600 within this project. Best and Good Faith Efforts are rebuttably presumed met, when a Franchisee makes commitments and causes its professional services providers and contractors retained by Franchisee (collectively, the "Participants" and each a "Participant") to make commitments within the M/W/DSBE Participation Ranges established for this Project and employ a diverse workforce as enumerated herein.

This contract is subject to the Plan requirements as described in Section 17-1603 (1). Accordingly, by submission of this Plan, a responsive and responsible Franchisee makes a legally binding commitment to abide by the provisions of this Plan which include its commitment to exercise its Best and Good Faith Efforts throughout the Project and its commitment to cause its Participants to use their Best and Good Faith Efforts to provide subcontracting opportunities for M/W/DSBEs in all phases of the Project and to employ a diverse workforce. This Plan expressly applies to all contracts awarded in connection with the Project. The objectives set forth in this Plan shall be

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<sup>1</sup> "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If applicant makes solicitation(s) and commitment(s) with a DBE, applicant shall indicate which category, MBE or WBE, is submitted for counting.

incorporated in all Franchisee requests for proposals, bids and solicitations and communicated to all Participant levels.

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity ("OEO") in addition to the agencies recognized by the Comcast Supplier Diversity Program, which include, but are not limited to the Association for Service Disabled Veterans (ASDV) Clearing House, National Minority Supplier Development Council, US PAN Asian American Chamber of Commerce (USPAACC), and Women's Business Enterprise National Council. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency<sup>2</sup> or identified in the OEO Registry or as otherwise specified herein will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at [www.phila.gov/oEO/directory](http://www.phila.gov/oEO/directory), or is otherwise referenced herein. If Franchisee is certified by an approved certifying agency, a copy of that certification should be furnished with the proposal.

C. Franchisee is required to submit a statement summarizing current and past practices relating to its diversity practices ("Diversity Practices Statement"). This statement shall identify and describe examples of processes used to develop diversity at all levels of Franchisee's organization including, but not limited to, board and managerial positions. This Diversity Practices Statement should also summarize Franchisee's strategic business plans specific to its current or past practices of M/W/DSBE utilization on its government and non-government projects and procurement activities. Attachment "A" to this Plan is provided for this purpose and should be submitted with Franchisee's proposal although the City reserves the right to request it at any time prior to contract award.

D. Franchisee also agrees to identify in this Plan any "Equity Ownership" which shall mean the percentage of beneficial ownership in the Franchisee's firm or development team that is held by minority persons, women and disabled persons. In the event Equity Ownership is identified, Franchisee agrees to abide by the reporting requirements enumerated in Section 17-1603 (1)(g)(.3). Franchisee is a 100% wholly owned subsidiary of Comcast Corporation, a publicly traded company.

E. Chapter 17-2000 of The Philadelphia Code, First Source Jobs Policy, will require the Franchisee to use the First Source Registry as its initial source for obtaining candidates for all new, entry-level jobs created for the operations phase of this Project. As required by Section 17-2002, Franchisee agrees to enter into a First Source

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<sup>2</sup>A list of "OEO approved certifying agencies" can be found at [www.phila.gov/oEO](http://www.phila.gov/oEO)



Employment Agreement; when executed, such agreement shall be appended to, and made part of this Plan.

**F. Franchisee and its Participant(s) hereby verify that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and are notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Franchisee and its Participants also acknowledge that if awarded a contract/subcontract resulting from this RFP, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of the contract/subcontract, Franchisee and/or its Participant(s) fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.**

**II. Goals**

**A. M/W/DSBE Participation Ranges**

As a benchmark for the expression of Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this Project through the exercise of Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the Project and the availability of MBEs, WBEs and DSBEs to perform various elements of the Project:

<b>Category</b>	<b>Current %</b>	<b>Goal %</b>
Comcast M/W/DSBE spend percentage of Total spend	13% - 14%	17% - 25%

**B. Workforce Goals**

Franchisee and its Participants agree to use their Best and Good Faith Efforts toward the employment of minority persons and females in their workforce and overall management during the Project at the following levels:

<b>Category</b>	<b>Current %</b>	<b>Goal %</b>	<b>Increase</b>
Total Workforce Diversity	Minority 45%	Minority 50%	11%
	Female 10%	Female 13%	29%
Leadership (management)	Minority 21%	Minority 26%	23%
	Female 13%	Female 18%	37%

*Note – Female percentage represent white women only. Minority females are included within Minority numbers.*

### III. Franchisee Responsiveness and Responsibility

A. Franchisee shall identify all its M/W/DSBE commitments and evidence its agreement to employ a diverse workforce on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The Franchisee's identified commitment to use an M/W/DSBE on this form constitutes a representation by Franchisee that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Franchisee has made a legally binding commitment with the firm, or that the firm is one that will be included in future work related to the Project. The listing of the M/W/DSBE firm (Attachment B) by Franchisee further represents that if Franchisee is awarded the contract, Franchisee will utilize Best and Good Faith Efforts to subcontract with the listed firm(s) for the work or supply effort necessary at various times during the Project and the dollar/percentage amount(s) set forth on the form if applicable. In calculating the percentage of M/W/DSBE participation, Franchisee shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Franchisee is to maintain the M/W/DSBE percentage commitments throughout the term of the Project.

#### 1. Commercially Acceptable Function

A contractor that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors

must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the Franchisee receives towards the participation ranges. For example, a contractor using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

**B. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the contract. Any change in commitment as to the M/W/DSBE Participation Ranges or Workforce Goals must be pre-approved in writing by OEO. Any change in other commitments including but not limited to termination of a subcontract specified herein, reduction in the scope of committed work, substitutions for the listed firms, or changes or reductions in the listed dollar/percentage amounts specified herein, shall be notified to the OEO in writing. Throughout the term of the contract, Franchisee is required to continue its Best and Good Faith Efforts.**

**C. In the event Franchisee does not identify on the M/W/DSBE Participation and Workforce Commitments Form that it has made M/W/DSBE commitments within the participation ranges established for this Contract and/or does not agree to employ a diverse workforce as described herein, Franchisee must complete and submit a *Documentation of Best and Good Faith Efforts Form* ("BGFE Form"), documenting its solicitations and any commitments with M/W/DSBEs, and detailing any efforts made to include M/W/DSBEs in the Project and to employ a diverse workforce. The submission of the BGFE Form is an element of proposal responsiveness and failure to include this form may result in the rejection of the Proposal. The BGFE Form must include at a minimum, certification and documentary evidence that the following actions were taken:**

1. Solicitation directed to both qualified M/W/DSBEs registered with OEO and qualified M/W/DSBEs certified by agencies approved by OEO or as otherwise set forth herein. Franchisee must provide a list of all certification directories used for soliciting participation for this Project. Franchisee must determine with reasonable certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without follow up, is not acceptable; and

2. Franchisee provided interested M/W/DSBEs with adequate information about the plans, specifications, and requirements of the Project in a timely manner to assist them in responding to a solicitation; and

3. Franchisee negotiated in good faith with interested M/W/DSBEs. A Franchisee using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the Plan into consideration; and

4. Documentation of the following:

i. Any commitments to use M/W/DSBEs in its proposal for subcontracted services and materials supply even when Franchisee would otherwise prefer to self-perform/supply these items; and

ii. Correspondence between the Franchisee and any M/W/DSBE(s) related to this Proposal; and

iii. Attendance logs and/or records of any scheduled pre-proposal meeting; and

5. Certification and evidence that the following actions were taken or documentation of the following, or an explanation why these actions were not taken or why documentation does not exist:

i. Any arms-length business assistance provided to interested M/W/DSBEs; and

ii. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs; and

iii. Notification of and access to proposal documents at the Utility Supplier's office or other office locations for open and timely review; and

iv. Franchisee sought assistance from the Urban Affairs Coalition, PACareerlink, Opportunity Industrial Center and Philadelphia Works, Inc. or other similar entity to perform employment outreach; and

v. Franchisee published its policy of nondiscrimination in the hiring, retention and promotion of employees; and

vi. Any agreement with a training program that targets the employment of minority persons, disabled persons and women.

#### IV. Evaluation of Responsiveness and Responsibility

##### A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Franchisee's amendment of its M/W/DSBE Participation and Workforce Commitments Form or BGFE Form.

##### B. Administrative Reconsideration

1. If the OEO determines that the Franchisee has not made sufficient Best and Good Faith Efforts, the Franchisee will be notified that its proposal is nonresponsive and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. If it is determined that the Franchisee did not make sufficient Best and Good Faith Efforts, its Proposal will be rejected.

2. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all proposals as deemed in the best interest of the City.

#### V. Compliance and Monitoring of Best and Good Faith Efforts

A. The Franchisee shall file a hard copy of this Plan, as certified below by OEO, with the Chief Clerk of City Council within fifteen (15) days of final approval of Council Bill #150809 by City Council and the Mayor. The Plan shall be filed with:

Michael Decker, Chief Clerk of City Council  
Room 402 City Hall  
Philadelphia, Pennsylvania 19107

##### B. Oversight Committee

For this project, the City, in its sole discretion, may establish a Project Oversight Committee. If a Project Oversight Committee ("Committee") is established, Franchisee and the OEO Executive Director, or an appropriate designee thereof, will jointly select representatives to participate. The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

## VI. Remedies and Penalties for Non-Compliance

A. The Franchisee agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Franchisee hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

1. Withhold payment(s) or any part thereof until corrective action is taken.

2. Invoke the Franchise Enforcement, Non-Compliance and Termination provisions in the Franchise Agreement, subject to all substantive and procedural requirements set forth therein.

No remedy or penalty shall apply absent advance written notice and reasonable opportunity to cure. The City and Franchisee acknowledge that the Project and the Franchise Agreement granted pursuant to Council Bill #150809 are governed by the Federal Cable Act and that all requirements, obligations, and protections set forth in applicable federal law shall supersede any conflicting provision herein.

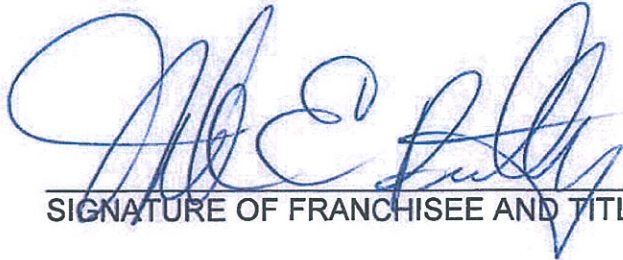
The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with the Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors. No privity of contract exists between the City and the M/W/DSBE subcontractor identified in the contract. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of the Contract except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

MARK E. REILLY

12-2-15

PRINT NAME OF FRANCHISEE AND TITLE

DATE



12-2-15

SIGNATURE OF FRANCHISEE AND TITLE

DATE



12-2-15

ANGELA DOWD-BURTON, EXECUTIVE DIRECTOR, OFFICE OF ECONOMIC OPPORTUNITY<sup>3</sup> DATE

[See Forms on following pages; these Forms, must be submitted by Franchisee]

<sup>3</sup> Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

**Attachment A**  
**STATEMENT**  
**OF**  
**DIVERSITY PRACTICES, POLICIES AND PAST ACHIEVEMENTS**

Comcast of Philadelphia, LLC and Comcast of Philadelphia, II, LLC (collectively "Comcast") hold Cable Franchises authorizing Comcast to own, operate and maintain a Cable System, as defined in the Communications Act of 1934 (the "Communications Act" or "Act"), as amended, in and along the public rights-of-way and streets of the City for the purpose of providing Cable Service, as defined in the Act, in each of Franchise Areas I, II, III and IV. Comcast's Cable Franchises have been renewed by the City for a 15-year term.

The City acknowledges that throughout the term of its prior Franchise Agreements, Comcast has been a leader in Philadelphia in the area of providing meaningful opportunities for minority persons, women and disabled persons, and the company's efforts have been recognized on a local and national basis. A partial list of the awards and recognitions that Comcast received in 2015 alone is attached as an appendix below. On February 20, 2014, the Greater Philadelphia Chamber of Commerce presented Comcast NBCUniversal with the Chamber's first-ever 2014 Diversity & Inclusion Award. Comcast was selected for its continued commitment to diverse hiring practices and for initiatives to expand and promote diversity and inclusion.

Comcast's future is only as strong as the employees that we can welcome into our workforce. We have a long history of partnering with higher educational institutions to identify curricula that best prepares potential employees. Comcast also appreciates that not all of our employees need training at the college level, but may find their educational needs met at the high school level. We look forward to working with the Philadelphia School District to identify core curricula that we view as valuable in our workforce and will look to accept qualified students, even before graduation, in cooperative programs.

In 2015 Comcast's Philadelphia cable system-based workforce was 55% diverse, including 45% people of color and 10% women (excluding female POC). There was 34% diversity at the Director levels, including 20% people of color and 14% women (excluding female POC). There was 35% diversity at the Vice-President level and above, including 25% people of color and 10% women (excluding female POC).

**Comcast has also received notable recognition for supplier diversity achievements from several local Philadelphia organizations:**

- 2013 Corporation of the Year – Eastern Minority Supplier Development Council (MSDC)



- 2014 Corporate Advocate of the Year (Jay Burks) – Women’s Business Enterprise Council (WBEC) PA, NJ, DE

- The Women’s Business Enterprise Council of PA-DE-SNJ honored Comcast NBCUniversal with its Corporation Done Deals Award, recognizing the company’s accomplishment of having the highest spend over its last 12-month reporting cycle with businesses certified by the organization.

The Billion Dollar Roundtable Inc. (BDR), a top-level corporate advocacy organization that promotes supply chain diversity excellence, recently inducted Comcast NBCUniversal as its newest member during its annual summit. Comcast NBCUniversal joined 20 other U.S.-based corporations in an exclusive group that have attained \$1 billion or more in annual Tier I supply-chain diversity spending and is the first Philadelphia company to be inducted into the BDR and the first media and technology company in the country to be so recognized.

**For purposes of this Plan, the term "good faith efforts" shall be defined as any of the following activities or similar or combination thereof, as may be determined in Comcast's sole discretion:**

- Comcast adheres to a published policy of nondiscrimination in contracting and in the hiring, retention and promotion of employees.

- Comcast solicits, through all reasonable and available means, the interest of certified local businesses which have the capability to perform the work associated with the Franchise Agreement. Such efforts include the use of lists of Certified Firms from the City's Directory or as otherwise specified herein.

- Comcast establishes and maintains relationships with the "Diversity Organizations" (as hereinafter defined) and through such relationships, Comcast and the Diversity Organizations engage in the following joint initiatives: i) provide information to M/W/DSBEs regarding RFP's; ii) recruit M/W/DSBEs to respond to RFP's; iii) hold workshops for M/W/DSBEs on vendor topics of interests; and iv) hold meetings between Comcast and Diversity Organizations to evaluate the success of the foregoing joint initiatives and to discuss strategies for any enhancements thereto.

- Comcast and Diversity Organizations assist certified M/W/DSBEs with Comcast Office of Supplier Diversity Registration, and maintaining records of solicitations, applications and follow up to determine with reasonable certainty if the M/W/DSBEs are interested. Comcast and Diversity Organizations provide interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- Comcast provides arms-length business assistance to interested M/W/DSBEs which may include facilitating introductions to prime manufacturers/suppliers.
- Comcast establishes a single point of contact within Comcast for communication with the City and Diversity Organizations regarding the implementation of this Plan and other issues relating to M/W/DSBEs.
- Comcast negotiates in good faith with interested M/W/DSBEs by using good business judgment which includes consideration of price and capabilities as well as the objectives of the Plan.

**The organizations set forth below constitute examples of Diversity Organizations with which Comcast has local diversity partnerships. This list is not intended to be exhaustive and Comcast reserves the right to add or substitute additional organizations that shall constitute Diversity Organizations.**

- National Sales Network – Philadelphia Chapter
- Enon Tabernacle Baptist Church
- The Urban League of Philadelphia
- NAMIC Philadelphia
- Goodwill Industries of Southern NJ and Philadelphia
- Pan American Association of Philadelphia
- Union League of Philadelphia – Veterans Initiative
- Veterans Advisory Commission – Philadelphia City Council
- WICT Philadelphia
- The Sierra Group
- The Philadelphia Tribune
- Al Dia
- PA CareerLink
- National Sales Network (NSN)
- (ALPFA) Association of Latino Professionals in Finance and Accounting

- (NABA) National Association of Black Accountants
- (NBMBA) National Black MBA Association
- (NSHMBA) National Society of Hispanic MBA
- (NAAAP) National Association of Asian American Professionals
- Pan Asian Chamber of Commerce
- African-American Chamber of Com of PA, NJ, DE
- Asian-American Chambers of Commerce of Philadelphia
- US Women's Chamber of Commerce of Greater Philadelphia
- Greater Philadelphia Hispanic Chamber of Commerce
- GPCC Supplier Network
- Greater Philadelphia Minority Business Strategic Alliance
- Eastern Minority Supplier Development Council (EMSDC)
- Women's Business Enterprise Council (WBEC PA NJ DE)
- Pennsylvania Minority Business Development Agency

## Attachment B

### M/W/DsBE Vendor List

ACCESS TELECOMMUNICATIONS NETWORK  
ACCU STAFFING SERVICES  
ALORICA INC  
ALTAIR ADVANCED INDUSTRIES INC  
ANRO INC  
APPLIED COMPUTER SOLUTIONS INC  
BERTONE PICCINI LLP  
BITTENBENDER CONSTRUCTION LP  
BLACK BEAR LADDER INC  
BRAND WAGON LLC  
BRAVO BUILDING SERVICES INC  
BROADBAND INTERNATIONAL INC  
CABLE CONNECTION AND SUPPLY  
CABLE SOURCE  
CAREERS USA INC  
COMMUNICATIONS PRODUCTS AND SERVICES INC  
COMSTAR SUPPLY INC  
CORPORATE FACILITIES OF NEW JERSEY INC  
CSS BUILDING SERVICES INC  
DFINE BRANDING  
DIVERSITY STUDIOS  
EBP SUPPLY SOLUTIONS  
ECLIPSE MARKETING SERVICES INC  
EN POINTE TECHNOLOGIES  
GEIGER  
GRIESING LAW LLC  
GUY BROWN MANAGEMENT LLC  
H&H CONSULTING INC  
IDENTITY GEAR BY ROWAN & ASSOCIATES  
IMPACT DIMENSIONS LLC  
INFOCISION MANAGEMENT CORP  
IPACESETTERS  
JT ELECTRONICS CORPORATION  
JUMPER SHOP  
KCW LIMITED LIABILITY CORPORATION  
KGP TELECOMMUNICATIONS INC  
KONIK & CO INC

*EOP Comcast Cable Television Franchise*  
City of Philadelphia/OEO

LANGUAGE SERVICES ASSOCIATES  
LIGHTWAVE TELECOMMUNICATIONS INC  
LIPPINCOTT COMMUNICATIONS  
LSS TRANSPORTATION LLC  
MARLAC - DIV OF SYSCOM TECH LLC  
MULDOON MARKETING RESEARCH INC  
NAEHAS INC  
NC II  
NCO CORPORATION  
NETWORK SUPPLY SERVICES INC  
PIVOTEL LLC  
POPULUS GROUP LLC  
POWER & TELEPHONE SUPPLY CO INC  
RED WING SHOE STORE  
SADLER & DORCHESTER  
SCOTT CABLE COMMUNICATIONS INC  
SHI INTERNATIONAL CORP  
STAR INSTALLATIONS INC  
TARGA 7 INC  
TURTLE & HUGHES INC  
TUSTIN MECHANICAL SERVICES INC  
VISION SPECIALTIES INC  
VITEL COMMUNICATIONS LLC  
VXI GLOBAL SOLUTIONS LLC  
WONG FLEMING PC  
WORLD WIDE TECHNOLOGY INC



# **EXHIBIT C**

Bill No. 150809





**EXHIBIT C**  
Bill No. 150809

December \_\_, 2015

The Honorable Michael A. Nutter  
Office of the Mayor  
Philadelphia City Hall  
Philadelphia, PA

The Honorable Darrell L. Clarke  
President, Philadelphia City Council  
Philadelphia City Hall  
Philadelphia, PA

Dear Mayor Nutter and President Clarke:

Before and during the cable television franchise renewal process, Comcast has been listening to suggestions and requests from the City related to topics both related and unrelated to cable television service. As we have stated throughout the franchise renewal process, certain subjects are outside the scope of the cable television franchise. However, independently of the renewal process, Comcast is announcing several initiatives to address suggestions and requests we have received from the City. We will keep the City's Chief Innovation Officer engaged each of the three broadband programs discussed below as their success depends in no small part upon the City's collaboration, as well as the training program with CTE. We will also keep the CIO informed as to the deployment of the senior discount and virtual customer care agent programs described below.

**Low-Income Broadband Access Program**

Comcast has been long committed to finding creative ways to help low-income Philadelphians get connected to the Internet at home. We are a national leader in our advocacy and operationalization of programs designed to bridge the digital divide for low-income Americans, including through our acclaimed Internet Essentials program. We very much appreciate the

City's recognition of that program, which is Comcast's signature community investment initiative, and which is the largest and most comprehensive broadband adoption program for low-income Americans in the nation. Classically, Internet Essentials has been focused on connecting low-income families with school-age children to the Internet at home. We have consistently said that we have an interest in expanding Internet Essentials to a broader low-income population and, in fact, this year launched a handful of pilots for low-income senior citizens, a program we will shortly bring to Philadelphia.

Comcast is also pleased to inform you that we will be announcing a new initiative in Philadelphia to facilitate access by low-income Philadelphians who do not have school-age children and who are not seniors (as these populations are already reached by our other Internet Essentials programs) through a subsidized program in cooperation with a local nonprofit organization. The details of this initiative are as follows:

Comcast will partner with a nonprofit organization to promote and offer a special extension of Internet Essentials to low-income Philadelphians who do not have children attending school and who are not low-income seniors. The specific nonprofit organization will be mutually agreed upon by Comcast and the City. Under this program, the nonprofit organization will promote the offer and work with Comcast to assist potential customers with the application process. Because this program is an extension of Internet Essentials, all of that program's eligibility requirements will apply.

The approved customers will be billed the Internet Essentials price for service (currently \$9.95 a month). The service provided will be the same service as Comcast is providing to all other Internet Essentials customers, including a free modem, free in-home WiFi, free installation, and no requirement of a contract. The nonprofit organization will be billed \$20 per month for each customer under the program, thereby subsidizing the difference between Comcast's standard bundled price for Internet service and the Internet Essentials price.

Comcast will provide a grant in the amount of \$250,000 a year for five years to cover the costs of the nonprofit subsidy. Grant amounts not spent in one year may be rolled over to the next year. Amounts not ultimately spent on the subsidy may be invested in digital literacy training in cooperation with Comcast. In addition, after the first year Comcast will increase the grant amount by up to 40% each year conditioned upon: (a) matching additional funding being provided by the City of Philadelphia or obtained by the non-profit organization from other sources for the purpose of subsidizing additional low-income participants, and (b) the original \$250,000 is being fully allocated to existing participants, and provided that Comcast's total financial obligation over all five years shall not exceed \$2.7 million.

Eligible participants must live in Philadelphia and qualify as low-income. They must provide proof of eligibility for the program according to the requirements set forth herein. Acceptable documentation would include proof of receipt of any **one** of the following forms of Federal or State aid (and such other programs as the City and Comcast may agree):

- a) Medicaid;
- b) Supplemental Security Income (SSI);
- c) Low-Income Home Energy Assistance Program (LIHEAP);
- d) National School Lunch Program's Free Lunch Program; or
- e) Emergency Aid to the Elderly, Disabled and Children (EAEDC).
- f) Supplemental Nutrition Assistance Program (Food Stamps or SNAP)
- g) Federal Public Housing Assistance
- h) Temporary Assistance to Needy Families (TANF)
- i) Bureau of Indian Affairs General Assistance
- j) Tribally-Administered Temporary Assistance for Needy Families (TTANF)
- k) Food Distribution Program on Indian Reservations (FDPIR)
- l) Head Start

We will use our best efforts to launch this program as quickly as possible, but expect that we will need a minimum of 90 to 120 days to fully operationalize its launch.

As this is a new program being tried for the first time in Philadelphia, we may need to modify it from time to time. But we will not undermine the intention of the program, which is to extend the benefits of Internet Essentials to all low-income families in Philadelphia. If, however, Comcast announces a general extension of Internet Essentials to low-income Philadelphians, we reserve the right to terminate this special extension of Internet Essentials since it will no longer be necessary.

### **Internet Essentials – Senior Pilot in Philadelphia**

Over the past four years, Comcast's signature community investment initiative, Internet Essentials, has been focused on connecting low-income families with school-age children to the internet at home. Critical to the success of the program has been the wraparound design which addresses all of the major barriers to broadband adoption – discounted Internet service and computer equipment and comprehensive digital relevance and literacy training. High-speed Internet service at home connects families to a world of knowledge and opportunities, including greater access to education, healthcare, employment, news and information, and entertainment. Nationally, Internet Essentials has partnered with thousands of community organizations, schools, faith-based groups, government officials, and many more to connect nearly a half-million families, or 2 million low-income Americans to the Internet at home.

Comcast firmly believes that everyone should have access to the Internet at home. As a result, we have discussed expansions of Internet Essentials to other populations. Administering and operating Internet Essentials is an extraordinarily complex undertaking, so evolutionary expansions of eligibility have proved to be the only workable approach to expanding the population of low-income individuals who are covered under the program.

Pursuant to our discussions with you and the City Council, we are very excited to announce that we will be extending Internet Essentials to low-income seniors living in Philadelphia as part of a pilot program.

We propose to partner with the city and affiliated city organizations to provide information about this pilot program throughout all of the city's neighborhoods. As with any pilot program, parameters must be set in order to measure the effectiveness of the program. As a result, we have set up the following program requirements:

Eligible participants must live in Philadelphia and be sixty-two (62) years of age or older and qualify as low-income.

They must provide proof of eligibility for the program according to the following requirements:

1. PROOF OF AGE 62 OR OVER - Acceptable documentation would include any of the following:

- a) Driver's License;
- b) Birth Certificate;
- c) Passport; or
- d) Lease.

2. INCOME ELIGIBILITY - Acceptable documentation would include proof of receipt of any **one** of the following forms of Federal or State aid:

- m) Medicaid;
- n) Supplemental Security Income (SSI);
- o) Low-Income Home Energy Assistance Program (LIHEAP);
- p) National School Lunch Program's Free Lunch Program; or
- q) Emergency Aid to the Elderly, Disabled and Children (EAEDC).
- r) Supplemental Nutrition Assistance Program (Food Stamps or SNAP)

- s) Federal Public Housing Assistance
- t) Temporary Assistance to Needy Families (TANF)
- u) Bureau of Indian Affairs General Assistance
- v) Tribally-Administered Temporary Assistance for Needy Families (TTANF)
- w) Food Distribution Program on Indian Reservations (FDPIR)
- x) Head Start

If a senior citizen meets the above eligibility requirements and lives in an area of Philadelphia served by Comcast, then he/she will be eligible to receive *Internet Essentials* service for \$9.95 per month. In addition, he/she will be able to purchase an Internet-ready lap top or desk top computer for \$150.00 and access to free digital training. *Internet Essentials* currently offers 10 Mbps speeds and includes a home wireless router with no equipment fees, installation, or activation charges and with no requirement for a contract. All terms and conditions of *Internet Essentials* as currently being marketed are applicable to this pilot program as follows:

- a) Must live in an area of Philadelphia served by Comcast;
- b) Must be age sixty-two (62) years of age or older;
- c) Shall not have subscribed to Comcast Internet Service within the last ninety (90) days;  
and
- d) Shall not have outstanding debt to Comcast that is less than a year old.

Implementation of the pilot program will commence in early 2016 once the program has been fully operationalized.

As this is a pilot program, modifications to address unforeseen issues may be necessary from time to time. Comcast will make best efforts to inform the city of any adaptations or changes to the program. It is understood that this program is not part of the Franchise Agreement or any obligations therein, and is separate and distinct from any local, state, or federal cable franchising requirements.

Our experience in other communities shows that the success of this pilot program depends in no small part on the participation and cooperation of the City and community organizations that provide services to seniors. Comcast looks forward to working with your Office to help bridge the digital divide and connect Philadelphia's low-income senior citizens.

**In addition to the above commitment regarding the Senior Pilot for Internet Essentials,** Comcast further commits that the City of Philadelphia, as our headquarters city, will be included in the first cities in which any future as-yet-unannounced pilot programs associated with Internet Essentials are announced. The ability to include Philadelphia in such new initiatives will be dependent upon cooperation from the Chief Innovation Officer to ensure the necessary governmental and organizational support is available to support such pilots.

**5-Year City-Funded Buyout of 90-Day Criterion for Internet Essentials**

Because Internet Essentials is a program designed to close the digital divide and to connect low-income Americans who do not currently have high speed Internet access, one of the eligibility requirements for the program is that an applicant shall not have subscribed to Comcast Internet Service within the last ninety (90) days. This requirement applies to the classic program for school aged children, for the "Senior Pilot" set forth above, and for the special Low-Income Broadband Access program extension set forth above.

For a period of five (5) years, however, Comcast will allow the City to buy out the 90-day service criterion for residents of Philadelphia on the following conditions:

- a) The customer is otherwise eligible for Internet Essentials, the Senior Pilot, or the special Low-Income Broadband Access extension program, and pays the applicable monthly fee thereunder (currently \$9.95 per month); and

b) The City agrees to provide a subsidy of \$20 per month per customer which amount Comcast shall deduct from the quarterly franchise fee payments otherwise due the City for as long as the customer remains on the Internet Essentials program; and

c) The total subsidy will not to exceed \$170,000 per year (approximately 708 total eligible customers). Comcast shall have no obligation beyond the city-subsidized amount.

Comcast will coordinate with the City's Chief Innovation Officer regarding the method for Comcast notifying the City of the number of City residents who have qualified for this amnesty program and the subsidy to be deducted from the franchise fee each quarter.

#### **Grant In Support of Digital Inclusion Alliance**

Over the past several years, Comcast and the City have had extensive discussions about ways to bridge the "digital divide." As you know, Comcast is a leader nationally in efforts to close the digital divide, especially for low-income Americans, including through our acclaimed Internet Essentials program, the largest community investment initiative our Company has ever undertaken.

But as we have stated repeatedly during our discussions, Comcast cannot solve this problem on its own. We believe the City can play an important role in helping to bring together a group of for-profit and non-profit corporations and organizations in Philadelphia to discuss and implement initiatives for digital inclusion. We applaud the City's commitment to create a "Digital Alliance" comprised of as many anchor organizations and stakeholders as possible, with the goal of focusing on positive outcomes, including digital literacy.

In order to assist the City with the creation of the Digital Alliance, Comcast will provide the City with a grant in the amount of \$500,000 for use in furtherance of the formation and mission of



the program. Comcast requests that the City provide a brief overview of the proposed initial composition and goals of the Digital Alliance so that we may mutually agree upon the timing and manner of the delivery of the grant to best effectuate those goals. It is understood that this grant is not part of the Franchise Agreement and is separate and distinct from any local, state, or federal cable franchising requirements.

### **Low-Income Senior Discount on Cable Service**

Although Comcast offers levels of basic cable service that are very affordable, we are pleased to be able to provide a discount to qualified senior citizens in the City of Philadelphia on certain levels of our cable service. To that end, Comcast will offer a discount of ten percent (10%) off its monthly service rate for two popular service levels: "Limited Basic" and "Digital Starter" (or the level of service which most closely resembles "Limited Basic" and "Digital Starter" as of the date of this letter) for low-income subscribers aged sixty-five (65) or older. Participating senior citizens will retain the ability to add Premium, Pay-Per View, Sports Pay-Per-View, and international channels at full price as established by Comcast and still retain the discount for Limited Basic or Digital Starter. However, senior citizens who purchase any other available programming packages or bundles shall not be eligible for the discount.

The senior discount will be provided to those subscribers aged sixty-five (65) or older, who are Heads of Household and are income eligible as required herein. The subscriber must provide proof of his/her eligibility for the discount according to the following requirements:

1. PROOF OF AGE SIXTY-FIVE (65) OR OVER - Acceptable documentation shall include any of the following:

- a) Driver's License;
- b) Birth Certificate;
- c) Passport or other government issued identification; or
- d) Lease.

2. HEAD OF HOUSEHOLD: Acceptable documentation in the subscriber's name shall include

any of the following:

- a) Lease;
- b) Deed;
- c) Tax bill; or
- d) Cable bill (if current subscriber)

3. INCOME ELIGIBILITY - Acceptable documentation shall include proof of receipt of any one of the following forms of Federal, State or Municipal aid:

- a) Supplemental Security Income (SSI);
- b) Medicaid; or
- c) The Low-Income Home Energy Assistance Program (LIHEAP);
- d) Other programs as mutually agreed with the City.

Since the purpose of the Senior Discount is to provide a discount to those eligible seniors who can demonstrate financial need, Comcast has developed the criteria listed above that will provide the needs-based discount but will be easy for seniors to identify and establish.

We are pleased to offer this discount to eligible senior citizens in Philadelphia, and we look forward to continuing to serve the City of Philadelphia.

### **Virtual Customer Care Agent – Pilot Program in Philadelphia**

Comcast has made improving customer service our top priority. We have detailed for you and members of City Council the many steps we are taking to improve the customer experience in every interaction with Comcast – and the demonstrable progress we are making. Pursuant to our discussions, the purpose of this letter is to outline Comcast’s plan to implement a “Comcast Virtual Care Agent” Pilot Program in the City of Philadelphia. As part of this initiative, Comcast intends to hire between 150 and 200 employees within the next three years into Comcast Virtual Care Agent positions located in Philadelphia.

Virtual Care Agent employees will work from their home locations and will be required to meet certain compliance and home office certification requirements. These Virtual Care Agents will

be Comcast employees, not 1099 subcontractors, and will reflect the diversity goals set forth in Comcast EOP. In addition, Virtual Care Agents will receive employment training and related support in local Comcast facilities. As this is a pilot program, modifications to address unforeseen issues may be instituted from time to time.

Each of the above programs is being implemented in the City voluntarily. It is understood that they are not part of the Franchise Agreement and are separate and distinct from any local, state, or federal cable franchising requirements.

### **Career & Technical Education Program**

Comcast's future is only as strong as the employees that we can welcome into our workforce. We have a long history of partnering with higher educational institutions to identify curricula that best prepares potential employees. Comcast also appreciates that not all of our employees need training at the college level, but may find their educational needs met at the high school level. We look forward to working with the Philadelphia School District to identify core curricula that we view as valuable in our workforce and will accept CTE trained students, even before graduation, in cooperative programs. In projecting our anticipated need for new employees, Comcast has a goal to hire between 50 and 100 new employees through CTE and similar future programs on an annual basis.

Very Truly Yours,

Comcast of Philadelphia, LLC,  
Comcast of Philadelphia II, LLC