



TOWN COUNCIL STUDY SESSION AGENDA
December 1, 2025
4:00 PM

I. Study Session Items

1. Comcast Update & Franchise Renewal - Hogan/Gary Amella - 30 minutes
2. Police Department Budget Discussion - Kivela/Moreno - 30 minutes
3. Outside Legal Update - Fiandaca/Wynn - 15 minutes
4. Greater Parker Foundation Update - Barrington/Wilks - 10 minutes

II. Staff Updates

III. Town Council Updates/Items



MEMORANDUM

TO: Honorable Mayor and Members of Town Council
FROM: Emily Hogan, Assistant Town Manager
DATE: December 1, 2025
SUBJECT: Comcast Update & Franchise Renewal

ISSUE:

Comcast is sharing an update on upgrade plans, community impact efforts and renewal of the franchise agreement.

FISCAL/BUDGET IMPACT:

None.

BACKGROUND:

The Town enters into franchise agreements to allow private companies access to the Town rights-of-way. The Town entered into a non-exclusive franchise agreement with Comcast in 2015 via Ordinance No. 10.16, Series 2015, which expired on June 30, 2025. Since then, the franchise has been in effect on a month-to-month basis. In May, Comcast contacted the Town to start negotiations to renew the franchise agreement.

Comcast agreed to keep the terms of the 2015 franchise agreement in place, with some minor changes. These include the deletion of language in Section 9 regarding the provision of a designated public access channel, updates to the technical standards and testing language in Section 11, and other minor clarifications throughout the draft.

With respect to Section 9, the franchise agreement previously required Comcast to provide public, educational, and government access channels ("PEG Channels"). These channels have been used in the past for things like airing public meetings on television. However, the Town has never used the PEG Channels offered by Comcast. Therefore, Comcast has proposed to delete this language and to instead provide the Town with a \$10,000 grant to be used for online programming operations, such as the online streaming of Town Council meetings. Staff believe that this is a reasonable change due to changes in technology and how the Town provides access to its meetings.

The changes to Section 11 update language regarding what constitutes Comcast's cable system in order to account for changes in technology and the cable business model over the past decade. The new language provides that the cable system shall consist of a mix of fiber and HFC, and shall deliver the greater of 100 channels or the maximum number of channels of digital video programming services provided to any other jurisdiction in Colorado. This is intended to reflect market conditions, as Comcast does not control how many channels exist and therefore can be offered to consumers.

Finally, other changes to the draft include clarifications that reports must be provided without request from the Town, that Comcast shall be responsible for costs associated with damage to property caused by Comcast's operations, and a reworking of the force majeure clause to better clarify what constitutes a force majeure event that excuses performance by the parties.

Comcast is also planning to share an update on upgrade plans and community impact efforts.

RECOMMENDATION:

None.

REQUESTED DIRECTION:

Staff is seeking feedback on Comcast's update and the franchise agreement renewal.

ATTACHMENT:

1. Cable TV Franchise Agrmt 060115-Comcast
2. Parker - Comcast Franchise_FINAL_10.29.2025
3. Parker - Comcast Franchise_final redline 111325

ORDINANCE NO. 10.16, Series of 2015

TITLE: A BILL FOR AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO COMCAST OF COLORADO X, LLC, BY THE TOWN OF PARKER, COLORADO, TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT AND REBUILD A CABLE SYSTEM FOR THE PURPOSE OF PROVIDING CABLE SERVICE IN THE TOWN OF PARKER, COLORADO, AND TO USE THE RIGHTS-OF-WAY IN THE TOWN OF PARKER, COLORADO, FOR SUCH PURPOSES AND SETTING FORTH THE TERMS AND CONDITIONS ACCOMPANYING THE GRANTING OF THIS NONEXCLUSIVE FRANCHISE

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

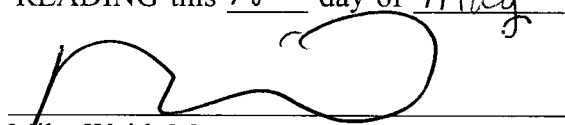
Section 1. A nonexclusive franchise is hereby granted to Comcast of Colorado X, LLC, in accordance with the terms and conditions set forth in the Cable Franchise Agreement, which is attached hereto as **Exhibit A** and incorporated by this reference.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

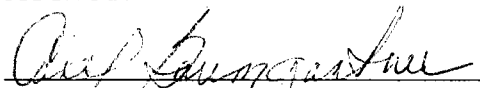
Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

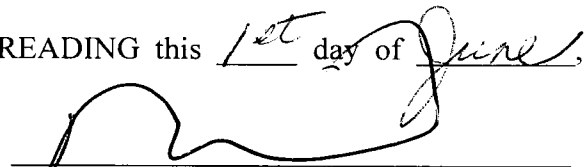
INTRODUCED AND PASSED ON FIRST READING this 18th day of May, 2015.


Mike Waid, Mayor

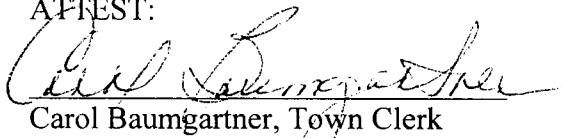
ATTEST:


Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this 1st day of June,
2015.


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

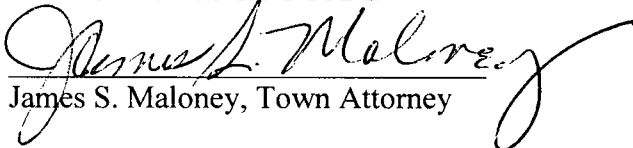

James S. Maloney, Town Attorney

EXHIBIT A

COMCAST OF COLORADO X, LLC AND TOWN OF PARKER, COLORADO

CABLE FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION 1. DEFINITIONS.....	1
SECTION 2. GRANT OF FRANCHISE.....	5
2.1 Grant.....	5
2.2 Use of Rights-of-Way.	6
2.3 Effective Date and Term.	7
2.5 Police Power.....	7
2.6 Competitive Equity.	7
2.7 Familiarity with Franchise.	8
2.8 Effect of Acceptance.	8
SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS	8
3.1 Franchise Fee.....	8
3.2 Payments.	8
3.3 Acceptance of Payment and Recomputation.....	8
3.4 Quarterly Reports.	8
3.5 Annual Reports.....	8
3.6 Audits.	9
3.7 Late Payments.	9
3.8 Underpayments.....	9
3.9 Alternative Compensation.....	9
3.10 Maximum Legal Compensation.	9
3.11 Additional Commitments Not Franchise Fee Payments.	10
3.12 Tax Liability.....	10
3.13 Financial Records.....	10
3.14 Payment on Termination.....	10
SECTION 4. ADMINISTRATION AND REGULATION.....	10
4.1 Authority.	10
4.2 Rates and Charges.	10
4.3 Rate Discrimination.....	10
4.4 Filing of Rates and Charges.	11
4.5 Cross Subsidization.	11
4.6 Reserved Authority.	11
4.7 Time Limits Strictly Construed.....	11

4.8	Franchise Amendment Procedure.	11
4.9	Performance Evaluations.....	12
4.10	Late Fees.	12
4.11	Force Majeure.	12
SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS.....		12
5.1	Indemnification.	12
5.2	Insurance.	14
5.3	Deductibles/Certificate of Insurance.....	14
5.4	Letter of Credit.	15
SECTION 6. CUSTOMER SERVICE.....		16
6.1	Customer Service Standards.....	16
6.2	Subscriber Privacy.....	16
6.3	Subscriber Contracts.	16
6.4	Advance Notice to Town.....	16
6.5	Identification of Local Franchise Authority on Subscriber Bills.	16
SECTION 7. REPORTS AND RECORDS.....		16
7.1	Open Records.	16
7.2	Confidentiality.....	16
7.3	Records Required.	17
7.4	Annual Reports.....	17
7.5	Copies of Federal and State Reports.	18
7.6	Complaint File and Reports.....	18
7.7	Failure to Report.....	18
7.8	False Statements.....	18
SECTION 8. PROGRAMMING.....		19
8.1	Broad Programming Categories.	19
8.2	Deletion or Reduction of Broad Programming Categories.	19
8.3	Obscenity.....	19
8.4	Parental Control Device.	19
8.5	Continuity of Service Mandatory.....	19
8.6	Services for the Disabled.....	20
SECTION 9 ACCESS.....		20
9.1	Designated Access Providers.	20
9.2	Channel Capacity and Use.	20
9.3	Access Channel Assignments.....	22
9.4	Relocation of Access Channels.	22
9.5	Web-Based Video On Demand and Streaming.....	22
9.6	Support for Access Costs.	23

9.7	Access Support Not Franchise Fees.	23
9.8	Access Channels On Basic Service or Lowest Priced HD Service Tier.	23
9.9	Change In Technology.	23
9.10	Technical Quality.	23
9.11	Access Cooperation.	24
9.12	Return Lines/Access Origination.	24

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION24

10.1	Right to Construct.	24
10.2	Right-of-Way Meetings.	24
10.3	Joint Trenching/Boring Meetings.	24
10.4	General Standard.	25
10.5	Permits Required for Construction.	25
10.6	Emergency Permits.	25
10.7	Compliance with Applicable Codes.	25
10.8	GIS Mapping.	25
10.9	Minimal Interference.	25
10.10	Prevent Injury/Safety.	26
10.11	Hazardous Substances.	26
10.12	Locates.	26
10.13	Notice to Private Property Owners.	26
10.14	Underground Construction and Use of Poles.	26
10.15	Undergrounding of Multiple Dwelling Unit Drops.	27
10.16	Burial Standards.	27
10.17	Cable Drop Bonding.	28
10.18	Prewiring.	28
10.19	Repair and Restoration of Property.	28
10.20	Use of Conduits by the Town.	28
10.21	Common Users.	29
10.22	Acquisition of Facilities.	30
10.23	Discontinuing Use/Abandonment of Cable System Facilities.	30
10.24	Movement of Cable System Facilities For Town Purposes.	30
10.25	Movement of Cable System Facilities for Other Franchise Holders.	31
10.26	Temporary Changes for Other Permittees.	31
10.27	Reservation of Town Use of Right-of-Way.	31
10.28	Tree Trimming.	31
10.29	Inspection of Construction and Facilities.	32
10.30	Stop Work.	32
10.31	Work of Contractors and Subcontractors.	32

SECTION 11 CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING32

11.1	Subscriber Network.	32
11.2	Technology Assessment.	33
11.3	Standby Power.	33
11.4	Emergency Alert Capability.	33

11.5	Technical Performance.....	33
11.6	Cable System Performance Testing.	33
11.7	Additional Tests.	34

SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS.....		35
12.1	Service Availability.....	35

SECTION 13. FRANCHISE VIOLATIONS.....		36
13.1	Procedure for Remedying Franchise Violations.	36
13.2	Revocation.....	37
13.3	Procedures in the Event of Termination or Revocation.	38
13.4	Purchase of Cable System.	38
13.5	Receivership and Foreclosure.	39
13.6	No Monetary Recourse Against the Town.	39
13.7	Alternative Remedies.	39
13.8	Liquidated Damages.....	39
13.9	Effect of Abandonment.	40
13.10	What Constitutes Abandonment.....	40

SECTION 14. FRANCHISE RENEWAL AND TRANSFER.....		40
14.1	Renewal.....	40
14.2	Transfer of Ownership or Control.....	41

SECTION 15. MISCELLANEOUS PROVISIONS.....		42
15.1	Preferential or Discriminatory Practices Prohibited.....	42
15.2	Notices.....	42
15.3	Descriptive Headings.	43
15.4	Publication and Notice Costs to be Borne by Comcast.....	43
15.5	Binding Effect.	43
15.6	No Joint Venture.	43
15.7	Waiver.	43
15.8	Reasonableness of Consent or Approval.....	43
15.9	Entire Agreement.	43
15.10	Venue.	43
15.11	Severability.....	43

EXHIBIT A: Customer Service Standards

EXHIBIT B: Report Form

**COMCAST OF COLORADO X, LLC AND
TOWN OF PARKER, COLORADO
CABLE FRANCHISE AGREEMENT**

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including without limitation:

a. "Public Access" means Access where community-based, non-commercial organizations, groups or individual members of the general public, on a non-discriminatory basis, are the primary users.

b. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Subscribers and shall be allocated on a *pro rata* basis using total Subscribers reached by the advertising, and all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the Town allocated using total Subscribers reached by the advertising.

1.5 "Affiliate," when used in connection with Comcast, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Comcast.

1.6 "Applicable Law" means any applicable statute, ordinance, judicial decision, executive order or regulation or FCC rule or regulation..

1.7 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Comcast, but not collected after reasonable efforts have been made by Comcast to collect the charges.

1.8 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by Comcast, and is made available to all Cable Service Subscribers in the Franchise Area.

1.9 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local non-commercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.10 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.11 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.12 "Cable Operator" means any Person or groups of Persons, including Comcast, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

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

1.14 "Cable System" means any facility, including Comcast's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Rights-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201, *et seq.*), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.15 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.16 "Town" is the Town of Parker Colorado, a body politic and corporate under the laws of the State of Colorado.

1.17 "Town Council" means the Parker Town Council.

1.18 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

- 1.19 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.
- 1.20 "Designated Access Provider" means an entity, including the Town if applicable, designated by the Town to manage or co-manage Access Channels and facilities.
- 1.21 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.
- 1.22 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.
- 1.23 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.
- 1.24 "FCC" means the Federal Communications Commission.
- 1.25 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.
- 1.26 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Comcast, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.
- 1.27 "Franchise Area" means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.
- 1.28 "Franchise Fee" means that fee payable to the Town described in Section 3.1 (A).
- 1.29 "Comcast" means Comcast of Colorado X, LLC or its lawful successor, transferee or assignee.
- 1.30 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliated Entity that is the operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the Town. Gross revenues include without limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in Subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Subscribers within the Town; converter, remote control, and other Cable Service equipment rentals, leases, or sales; Advertising Revenues; late fees, convenience fees and administrative fees which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the Town; revenues from program guides; Franchise Fees; FCC Regulatory Fees; and commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a *pro rata* basis using total Subscribers within the Town. "Gross Revenues" shall not include: actual bad debt write-offs, except any

portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the Town; any taxes and/or fees on services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee; fees imposed by any municipality, state or other governmental unit on Comcast including but not limited to Public, Educational and Governmental (PEG) Fees; launch fees and marketing co-op fees; and unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues. To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Comcast derives revenues in the Town. The Town reserves its right to review and to challenge Comcast's calculations. Comcast reserves the right to change the allocation methodologies set forth in this Section 1.30 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Comcast shall explain and document the required changes to the Town within three months of making such changes, and as part of any audit or review of franchise fee payments. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the foregoing, the Town reserves its right to challenge Comcast's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.31 "Headend" means any facility for signal reception and dissemination of a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.32 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Comcast, for a fee or charge.

1.33 "Manager" means the Parker Town Manager or designee.

1.34 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.35 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.36 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.37 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.38 "State" means the State of Colorado.

1.39 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Comcast by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Comcast's Cable System, and who is in compliance with Comcast's regular and non-discriminatory terms and conditions for receipt of service.

1.40 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.41 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.42 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.43 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant.

(A) The Town hereby grants to Comcast a non-exclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Comcast with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Parker Home Rule Charter, and the ordinances and regulations enacted pursuant thereto. The Charter and the Parker Municipal Code, as amended, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Comcast under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Comcast provide service other than Cable Service.

(E) Comcast promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Comcast directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Comcast by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, or authorization required by the Town for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide Comcast with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize Comcast to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to the provision of non-Cable Services, or to the imposition of any lawful conditions on Comcast with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Comcast of any obligation it may have to obtain from the Town an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities.

2.2 Use of Rights-of-Way.

(A) Subject to the Town's supervision and control, Comcast may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Comcast, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Rights-of-Way in compliance with all applicable Town regulations. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Comcast shall follow Town established non-discriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and shall install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting

public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to particular Rights-of-Way; may deny access if Comcast is not willing to comply with the Town's requirements; and may remove, or require removal of, any facility that is not installed by Comcast in compliance with applicable regulations, or which is installed without prior Town approval of the time, place or manner of installation, and charge Comcast for all costs associated with removal; and may require Comcast to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term. This Franchise and the rights, privileges and authority granted hereunder shall take effect on July 1, 2015 (the "Effective Date"), and shall terminate on June 30, 2025, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive. This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Comcast hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Comcast's authority under this Franchise and for such additional franchises for Cable Systems as the Town deems appropriate.

2.5 Police Power. Comcast's rights hereunder are subject to the police power of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Comcast agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police power shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) Comcast acknowledges and agrees that the Town reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Town grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Comcast's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6(A) shall only be initiated by written notice by Comcast to the Town regarding specified franchise obligations. Comcast's notice shall: (1) identify the specific terms or conditions in the competitive cable services franchise which are materially different from Comcast's obligations under this Franchise; (2) identify the Franchise terms and conditions for which Comcast is seeking amendments; (3) provide text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Comcast's written notice as provided in Section 2.6(B), the Town and Comcast agree that they will use best efforts in good faith to negotiate Comcast's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Comcast reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6(C), or if the Town and Comcast fail to reach agreement in such negotiations, Comcast may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Comcast so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Comcast may negotiate with the Town to seek Franchise modifications as per Section 2.6(C) above; or

(2) The term of Comcast's Franchise shall, upon 90 days written notice from Comcast, be shortened so that the Franchise shall be deemed to expire on a date 18 months from the first day of the month following the date of Comcast's notice; or

(3) Comcast may assert, at Comcast's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise. Comcast acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and

reasonable risks of the meaning of the provisions, terms and conditions herein. Comcast further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance. By accepting the Franchise, Comcast: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee. As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Rights-of-Way, Comcast shall continue to pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Comcast's Gross Revenues.

3.2 Payments. Comcast's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 30 days after said dates.

3.3 Acceptance of Payment and Recomputation. No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Comcast.

3.4 Quarterly Reports. Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Comcast, containing an accurate statement in summarized form, as well as in detail, of Comcast's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Reports. Comcast shall, within 60 days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits. On an annual basis, upon 30 days prior written notice, the Town, including the Town's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Comcast's records reasonably related to the administration or enforcement of this Franchise. Pursuant to Section 1.30, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Comcast offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Comcast's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Subscribers during the audit period. To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section, "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3)

sample customer bills used by Comcast to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Comcast shall pay the total cost of the audit/review, such cost not to exceed \$24,000 over 3 years of the audit period. The Town's right to audit/review and Comcast's obligation to retain records under this Section shall expire three years after each Franchise Fee payment has been made to the Town.

3.7 Late Payments. In the event any payment due quarterly is not received within 30 days from the end of the calendar quarter, Comcast shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

3.8 Underpayments. If a net Franchise Fee underpayment is discovered as the result of an audit, Comcast shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Comcast remits the underpayment to the Town.

3.9 Alternative Compensation. In the event the obligation of Comcast to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Comcast shall pay to the Town compensation equivalent to the compensation paid to the Town by other similarly situated users of the Rights-of-Way for Comcast's use of the Rights-of-Way, provided that in no event shall such payments exceed the equivalent of 5% of Comcast's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation. The parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the Town to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Comcast to the Town hereunder, provided that Comcast has received at least 90 days prior written notice from the Town of such amendment, and so long as all Comcast in the Town are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments. No term or condition in this Franchise, including the funding required by Section 9, shall affect Comcast's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than 5% of Comcast's Gross Revenues in any 12 month period, Comcast agrees that the additional commitments herein are not Franchise Fees as defined under any federal law, nor are they to be offset or credited against any Franchise Fee payments due to the Town, nor do they represent an increase in Franchise Fees.

3.12 Tax Liability. The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Comcast from the payment of any other license fee, permit fee, tax or

charge on the business, occupation, property or income of Comcast that may be lawfully imposed by the Town. Any other fees, taxes or charges shall be of general applicability in nature and shall not be levied against Comcast solely because of its status as a Cable Operator, or against Subscribers solely because of their status as such.

3.13 Financial Records. Comcast agrees to meet with a representative of the Town upon request to review Comcast's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

3.14 Payment on Termination. If this Franchise terminates for any reason, Comcast shall file with the Town within 90 days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Comcast since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of Comcast to the Town by utilizing the funds available in the letter of credit or other security provided by Comcast.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority.

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Applicable Law to any agent, in its sole discretion.

(B) Nothing in this Franchise shall limit or expand the Town's right of eminent domain under State law.

4.2 Rates and Charges. All of Comcast's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by Applicable Law.

4.3 Rate Discrimination. All of Comcast's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Comcast shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Comcast shall offer the same Cable Services to all Residential Subscribers and Multiple Dwelling Unit Subscribers at identical rates to the extent required by Applicable Law. Comcast shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Comcast due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Comcast. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) Comcast from establishing different and non-discriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges.

(A) Throughout the term of this Franchise, Comcast shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this Section shall be construed to require Comcast to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Town, Comcast shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Comcast. The schedule shall include a description of the price, terms, and conditions established by Comcast for Leased Access Channels.

4.5 Cross Subsidization. Comcast shall comply with Applicable Law regarding rates for Cable Services and issues of cross subsidization.

4.6 Reserved Authority. Both Comcast and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Comcast, such time shall be deemed to be of the essence, and any failure of Comcast to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

4.8 Franchise Amendment Procedure. Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the Town and Comcast shall meet to discuss the proposed amendment(s). If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations.

(A) The Town may hold performance evaluation sessions upon 90 days written notice, provided that such evaluation sessions shall be held no more frequently than once every two years. All such evaluation sessions shall be conducted by the Town.

(B) Special evaluation sessions may be held at any time by the Town during the term of this Franchise, upon 90 days written notice to Comcast.

(C) All regular evaluation sessions shall be open to the public and announced at least two weeks in advance in any manner within the discretion of the Town. Comcast shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Town, provided Comcast receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Town or Comcast's rules; provided that nothing in this Section shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this Section, Comcast shall fully cooperate with the Town and shall provide such information and documents as the Town may reasonably require to perform the evaluation.

4.10 Late Fees.

(A) For purposes of this Section, any assessment, charge, cost, fee or sum, however characterized, that Comcast imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Customer Service Standards, as amended.

(B) Nothing in this Section shall be deemed to create, limit or otherwise affect the ability of Comcast, if any, to impose other assessments, charges, fees or sums other than those permitted by this Section, for Comcast's other services or activities it performs in compliance with Applicable Law.

(C) Comcast's late fee and disconnection policies and practices shall be non-discriminatory and such policies and practices, and any fees imposed pursuant to this Section, shall apply equally in all parts of the Town without regard to the neighborhood or income level of the Subscriber.

4.11 Force Majeure. Comcast shall not be held in violation of this Agreement for any act caused by circumstances reasonably beyond the ability of Comcast to anticipate and control, including war, riots, civil disturbances, floods, severe adverse weather conditions or other natural catastrophes, labor stoppages or power outages exceeding back-up power supplies.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification.

(A) General Indemnification. Comcast shall indemnify, defend and hold the Town and its officers, officials, boards, commissions, agents and employees harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Comcast, its agents, or its employees, or by reason of any neglect or omission of Comcast. Comcast shall consult and cooperate with the Town while conducting its defense of the Town.

(B) Indemnification for Relocation. Comcast shall indemnify, defend and hold the Town and its officials, boards, commissions, agents and employees harmless from any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Comcast's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Comcast shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Town in granting this Franchise.

(2) Damages arising out of any failure by Comcast to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Comcast, which defense shall be at Comcast's expense. The Town may participate in the defense of a claim, but if Comcast provides a defense at Comcast's expense then Comcast shall not be liable for any attorney fees, expenses or other costs that the Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Section 5.1(F) is required. In that event the provisions of Section 5.1(F) shall govern Comcast's responsibility for the Town's attorney fees, expenses or other costs. In any event, Comcast may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-Waiver. The fact that Comcast carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Comcast's duty of defense and indemnification under this Section.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Comcast to represent the Town, Comcast shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Comcast; provided, however, that in the event that such separate representation is or becomes necessary, and the Town desires to hire counsel or any other outside experts or consultants and desires Comcast to pay those expenses, then the Town shall obtain Comcast's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents.

(G) The provisions of this Section shall survive the termination of this Franchise unless superseded by indemnification provisions in a new franchise or in federal or state law.

5.2 Insurance.

(A) Comcast shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and

rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1,000,000 each occurrence with respect to each of Comcast's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the Town, via certified mail, and 10 days' notice for non-payment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Comcast shall provide a replacement policy. Comcast agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles/Certificate of Insurance. Any deductible of the policies shall not in any way limit Comcast's liability to the Town.

(A) Endorsements. All policies shall contain, or shall be endorsed so that:

(1) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Comcast under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(2) Comcast's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees and agents shall be in excess of Comcast's insurance and shall not contribute to it; and

(3) Comcast's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Comcast shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. Comcast shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Comcast may provide self-insurance in the same amount and level of protection for Comcast and Town, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

5.4 Letter of Credit.

(A) If there is a claim by the Town of an uncured breach by Comcast of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Comcast shall establish and provide within 30 days from receiving notice from the Town, to the Town as security for the faithful performance by Comcast of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of \$50,000.

(B) In the event that Comcast establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained \$50,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Town as set forth in Sections 5.4(A) and (B), if the Town is a member of CCUA, and if Comcast provides a Letter of Credit to CCUA in an amount agreed to between Comcast and CCUA for the benefit of its members, in order to collectively address claims referenced in Section 5.4(A), Comcast shall not be required to provide a separate Letter of Credit to the Town.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Comcast to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Comcast;
- (3) Monetary remedies or damages assessed against Comcast due to default or breach of Franchise requirements; and,
- (4) Failure to comply with the Customer Service Standards, as amended.

(E) The Town shall give Comcast written notice of any withdrawal under this Section upon such withdrawal. Within seven days following receipt of such notice, Comcast shall restore the letter of credit to the amount required under this Franchise.

(F) Comcast shall have the right to appeal to the Town Council for reimbursement in the event Comcast believes that the letter of credit was drawn upon improperly. Comcast shall also have the right of judicial appeal if Comcast believes the letter of credit was drawn on improperly.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards. Comcast shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Service Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A and incorporated herein by this reference. Comcast reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy. Comcast shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts. Comcast shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Comcast will provide to the Town a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Town. Comcast shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills. Within 60 days after written request from the Town, Comcast shall place the Town's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records. Comcast shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town and its authorized representatives shall have access to, and the right to inspect, any books and records of Comcast, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Comcast shall not deny the Town access to any of Comcast's records on the basis that Comcast's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Comcast shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the Town, at the sole expense of Comcast. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Comcast may request, in writing within 10 days, that the Town inspect them at Comcast's local offices. If any books or records of Comcast are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Comcast.

7.2 Confidentiality. The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Comcast makes the Town aware of such confidentiality. Comcast shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records, it shall advise Comcast in advance so that Comcast may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Comcast as confidential, the Town shall, so far as consistent with Applicable Law, advise Comcast and provide Comcast with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Comcast's books and records marked confidential as set forth above to any Person. Comcast shall reimburse the Town for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required.

(A) Comcast shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Comcast's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of Comcast;

(2) A copy of all FCC filings on behalf of Comcast, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to Section 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports. Within 60 days of the Town's written request, Comcast shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

(A) A Gross Revenue statement, as required by Section 3.5;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Comcast filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require Comcast to continue to provide the reports annually, until further written notice from the Town to the contrary.

7.5 Copies of Federal and State Reports. Within 30 days of a written request, Comcast shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Comcast or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly

relate to the operations of Comcast's Cable System in the Town. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports.

(A) Comcast shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Comcast's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Comcast's local business office.

(B) Within 30 days of a written request, Comcast shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Town to Comcast; and,
- (4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective, and need only be made once. Such a request shall require Comcast to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

7.7 Failure to Report. The failure or neglect of Comcast to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

7.8 False Statements. Any false or misleading statement or representation in any report required by this Franchise (excluding clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Comcast to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories. Comcast shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;

- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather and information; and,
- (J) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories.

(A) Comcast shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Comcast on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity. Comcast shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Comcast shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Comcast's officers or employees or agents have permitted programming which is obscene under, or violative of, any Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Comcast's editorial control. Comcast shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device. Upon request by any Subscriber, Comcast shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Comcast shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Comcast insofar as their financial and other obligations to Comcast are honored. Comcast shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this Section, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of the grantee of this Franchise, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Comcast shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers.

(C) In the event Comcast fails to operate the Cable System for four consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Comcast restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If

the Town is required to fulfill this obligation for Comcast, Comcast shall reimburse the Town for all reasonable costs or damages that are the result of Comcast's failure to perform.

8.6 Services for the Disabled. Comcast shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers.

(A) The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers and to control and manage the use of any or all Access Facilities provided by Comcast. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Comcast shall cooperate with the Town in the Town's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use.

(A) Upon 120 days written notice from the Town, after the completion of construction of the Fiber Optic return line pursuant to Section 9.12A and once the equipment in connection therewith is made operational, Comcast shall make available to Town 1 Downstream Channel for PEG use, as provided for in this Section.

(B) Comcast shall have the right to temporarily use the Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within sixty (60) days after a written request for such use is submitted to Town, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six month period. Programming that is repeated on an Access Channel up to 2 times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this Section, but may be counted towards the total average hours only with respect to the Channel provided to the Town. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Comcast in accordance with the terms of this Section, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. Town shall request return of such Channel space by delivering written notice to Comcast stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this Section. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Comcast of such written notice.

(C) High Definition ("HD") Digital Access Channels.

(1) Pursuant to this Section, Comcast shall activate 1 HD Access Channel, for which the Town may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. Activation of such HD Access Channel shall only occur after the following conditions are satisfied:

- (a) The Town shall, in its written notice to Comcast as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel; and,
 - (b) There will be a minimum of five hours per day, five days per week of HD PEG programming available for the HD Access Channel.
- (2) The Town shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or 1080i, or such other resolution in this same range that Comcast utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.
- (3) Comcast shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Comcast shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Comcast, but Comcast shall distribute the HD Access Channel signal without degradation. Comcast shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Town, Comcast shall verify signal delivery to Subscribers with the Town, consistent with the requirements of this Section 9.2(C).
- (4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Comcast is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.
- (5) The Town or a Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.
- (6) Comcast shall cooperate with the Town to procure and provide, at the Town's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Comcast's headend and through Comcast's distribution system, in order to deliver the HD Access Channels. The Town shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Comcast to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The Town and Comcast agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act, 47 U.S.C.A. § 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(D) There shall be no restriction on Comcast's technology used to deploy and deliver HD signals so long as the requirements of the Franchise are otherwise met. Comcast may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Town believes that Comcast fails to meet this standard, the Town will notify Comcast of such concern, and Comcast will respond to any complaints in a timely manner.

9.3 Access Channel Assignments. Comcast will use reasonable efforts to minimize the movement of Access Channel assignments.

9.4 Relocation of Access Channels. Comcast shall provide the Town with a minimum of 60 days' notice, and use its best efforts to provide 120 days notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

9.5 Web-Based Video On Demand and Streaming.

(A) After the activation of the Downstream Channel for PEG pursuant to Section 9.2, upon 120 days written notice from the Town, Comcast shall provide at no cost to the Town, at The Parker Town Hall located at 20120 Main St., Parker CO, 80138, a business class broadband connection, broadband service and all necessary hardware, to enable the Town's delivery of web-based PEG content. The Town shall be responsible for any additional construction costs necessary for the installation of this business class broadband connection. If, during the term of this Franchise, the Town moves its location and such new location does not have the capacity to connect and receive the broadband service described in this Section 9.5(A), the cost of upgrading the network to enable such service shall be incurred by the Town. The broadband connection provided herein shall be used exclusively for web-based on demand Access programming and/or web-based video streaming of Access content. Within 90 days after written request of the Town, Comcast shall additionally provide a one-time grant of funding, in an amount not to exceed \$2,000 which the Town shall use to acquire and/or for replacement costs for a video on demand server for facilitating the web-based Access programming described in this Section 9.5.

(B) A Designated Access Provider may provide web-based video on demand programming on line; provided however, that such Designated Access Provider shall be responsible for its own costs related to a video on demand server, broadband connection and service and any other associated equipment.

(C) For all Designated Access Provider's web-based on demand Access programming facilitated through the broadband connection and service described in this Section 9.5, Comcast shall be permitted to provide its logo which shall be displayed on the main web page for the web-based Access programming, in a manner reasonably similar to Comcast's logo display found on its Project Open Voice web-based supported programming. Notwithstanding the foregoing, the size of the Designated Access Provider's logos may be as large as or larger than Comcast's logo, in the Designated Access Provider's sole reasonable discretion.

(D) Any costs incurred by Comcast in facilitating the web-based on demand Access programming described in this Section 9.5 may be recovered from Subscribers by Comcast in accordance with Applicable Law.

9.6 Support for Access Costs. Within 90 days of a written request by the Town, Comcast shall provide up to \$0.50 per month per Residential Subscriber (the "PEG Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access and the web based on demand Access programming or as may be permitted by Applicable Law.

9.7 Access Support Not Franchise Fees. Comcast agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Comcast's obligations to pay Franchise Fees to the Town. Comcast agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Comcast's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.8 Access Channels On Basic Service or Lowest Priced HD Service Tier. The HD Access Channel provided pursuant to this Franchise shall be included by Comcast, without limitation, as part of the lowest priced tier of HD Cable Service upon which Comcast provides HD programming content.

9.9 Change In Technology. If Comcast makes any change in the Cable System and related equipment and Facilities or in Comcast's signal delivery technology which directly or indirectly affects the signal quality or transmission of Access services or programming, Comcast shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Town's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Town implements a new video delivery technology that is currently offered and can be accommodated on Comcast's local Cable System then the same provisions above shall apply. If the Town implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by Comcast's Cable System, then the Town shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to Comcast's Headend for distribution to subscribers.

9.10 Technical Quality. Comcast shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for Residential Subscriber Channels. Comcast shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from Town's facilities for the Access Channels provided under this Franchise. Comcast shall also provide, if requested in advance by the Town, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the Town's side of the demarcation point. The Town shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The Town will be responsible for the cost of repairing and/or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the Town's and/or its Designated Access Providers' HD Access programming.

9.11 Access Cooperation. The Town may designate any other jurisdiction which has entered into an agreement with Comcast or an Affiliate of Comcast based upon this Franchise, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due to the Town hereunder, or to share in the use of Access Facilities hereunder. The purpose of this Section shall be to allow cooperation in the use of Access and the application of any provision under this Section as the Town in its sole discretion deems appropriate, and Comcast shall cooperate fully with, and in, any such arrangements by the Town.

9.12 Return Lines/Access Origination.

(A) If requested in writing by the Town, Comcast shall construct and maintain a Fiber Optic return line to the Headend from the production facilities of the Town or Designated Access Provider as requested in writing by the Town. The new return line shall be completed within one year from the written request of the Town, or as otherwise agreed to by the parties. All actual construction costs incurred by Comcast from the nearest interconnection point to the Town or Designated Access Provider shall be paid by the Town or the Designated Access Provider.

(B) Comcast shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Residential Subscribers as requested in writing by the Town. All actual construction costs incurred by Comcast from the nearest interconnection point to the Designated Access Provider shall be paid by the Town or the Designated Access Provider. The new return line shall be completed within one year from the request of the Town or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct. Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Comcast may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Comcast's Cable System.

10.2 Right-of-Way Meetings. Comcast shall regularly attend and participate in meetings of the Town, of which Comcast is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings. Comcast will regularly attend and participate in planning meetings of the Town, of which Comcast is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Comcast shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

10.4 General Standard. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction. Prior to doing any work in the Right-of Way or other public property, Comcast shall apply for, and obtain, appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration

of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Comcast shall pay all applicable fees for the requisite Town permits received by Comcast.

10.6 Emergency Permits. In the event that emergency repairs are necessary, Comcast shall immediately notify the Town of the need for such repairs. Comcast may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

10.7 Compliance with Applicable Codes.

(A) Town Construction Codes. Comcast shall comply with all applicable Town construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association ("EIA"), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Comcast shall comply with all federal, State and Town safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Comcast shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping. Comcast shall comply with any generally applicable ordinances, rules and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference. Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Comcast's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. Comcast's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Comcast's lines, cables, equipment and other appurtenances from the property in question at Comcast's expense.

10.10 Prevent Injury/Safety. Comcast shall provide and use any equipment and facilities necessary to control and carry Comcast's signals so as to prevent injury to the Town's property or

property belonging to any Person. Comcast, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Comcast in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances.

(A) Comcast shall comply with Applicable Law concerning hazardous substances relating to Comcast's Cable System.

(B) Upon reasonable notice to Comcast, the Town may inspect Comcast's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Comcast's Cable System. In removing or modifying Comcast's facilities, Comcast shall also remove all residue of hazardous substances related thereto.

(C) Comcast agrees to indemnify the Town against any claims, costs, and expenses of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by Comcast's Cable System.

10.12 Locates. Prior to doing any work in the Right-of-Way, Comcast shall give appropriate notices to the Town and to the notification association established in C.R.S. § 9-1.5-105, as amended. Within 48 hours after the Town or any franchisee, licensee or permittee notifies Comcast of a proposed Right-of-Way excavation, Comcast shall, at Comcast's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Comcast does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners. Comcast shall give notice to private property owners of work on or adjacent to private property in accordance with the Customer Service Standards, as amended.

10.14 Underground Construction and Use of Poles.

(A) When required by general ordinances, resolutions, regulations or rules of the Town or applicable State or federal law, Comcast's Cable System shall be placed underground at Comcast's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, shall be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, Comcast may install aerial

cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) Comcast shall utilize existing poles and conduit wherever possible.

(D) In the event Comcast cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Comcast to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Comcast's Cable System. All poles of Comcast shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give or convey to Comcast the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities shall be provided upon request by the Town.

(F) Comcast and the Town recognize that situations may occur in the future where the Town may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Comcast. Comcast agrees to cooperate with the Town in any construction by Comcast that involves trenching or boring, provided that the Town has first notified Comcast in some manner that it is interested in sharing the trenches or bores in the area where Comcast's construction is occurring. Comcast shall allow the Town to lay its cable, conduit and Fiber Optic cable in Comcast's trenches and bores, provided the Town shares in the cost of the trenching and boring on the same terms and conditions as Comcast at that time shares the total cost of trenches and bores. The Town shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Comcast's trenches and bores under this Section.

10.15 Undergrounding of Multiple Dwelling Unit Drops. In cases of single site Multiple Dwelling Units, Comcast shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards.

(A) Depths. Unless otherwise required by law, Comcast, and its contractors, shall comply with the following burial depth standards. In no event shall Comcast be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

- (1) Underground cable drops from the curb shall be buried at a minimum depth of 12 inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six inches.
- (2) Feeder lines shall be buried at a minimum depth of 18 inches.
- (3) Trunk lines shall be buried at a minimum depth of 36 inches.
- (4) Fiber Optic cable shall be buried at a minimum depth of 36 inches.

(5) In the event of a conflict between this Section and the provisions of any customer service standard, this Section shall control.

(B) **Timeliness.** Cable drops installed by Comcast to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between Comcast and the Subscriber. When freezing surface conditions prevent Comcast from achieving such timetable, Comcast shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Comcast's telephone number and instructions as to how and when to call Comcast to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding. Comcast shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring. Any ordinance or resolution of the Town which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property.

(A) Comcast shall protect public and private property from damage. If damage occurs, Comcast shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Comcast disturbs or damages any Right-of-Way, other public property or any private property, Comcast shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Comcast shall warrant any restoration work performed by or for Comcast in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by Comcast within a reasonable time, the Town may, after prior notice to Comcast, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from Comcast. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Comcast shall pay the Town.

(D) Upon completion of the work which caused any disturbance or damage to private property, Comcast shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work. Comcast shall perform such restoration in accordance with the Customer Service Standards, as amended.

10.20 Use of Conduits by the Town. The Town may install or affix and maintain wires and equipment owned by the Town for Town purposes in or upon any and all of Comcast's ducts, conduits or equipment in the Rights-of-Way and other public places if such placement does not interfere with Comcast's use of its facilities, without charge to the Town, to the extent space therein or thereon is reasonably available, and pursuant to Applicable Law. This right shall not extend to Affiliates of Comcast who have facilities in the right-of-way for the provision of non-Cable Services. For the purposes of this Section, "Town purposes" includes without limitation fire, police, traffic, water, telephone, and/or signal systems, but not Cable Service or transmission to third parties of telecommunications or information services in competition with Comcast. Comcast shall not deduct the value of such use of its facilities from its Franchise Fee payments or from other fees payable to the Town.

10.21 Common Users.

(A) For the purposes of this Section:

(1) "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video or data transmission.

(2) "Conduit" or "Conduit Facility" means any structure, or section thereof, containing one or more Ducts, conduits, manholes, handhole or other such facilities in Comcast's Cable System.

(3) "Duct" means a single enclosed raceway for cables, Fiber Optics or other wires.

(4) "Licensee" means any Person licensed or otherwise permitted by the Town to use the Rights-of-Way.

(5) "Surplus Ducts or Conduits" are Conduit Facilities other than those occupied by Comcast or any prior Licensee, or unoccupied Ducts held by Comcast as emergency use spares, or other unoccupied Ducts that Comcast reasonably expects to use within two years from the date of a request for use.

(B) Comcast acknowledges that the Rights-of-Way have a finite capacity for containing Conduits. Therefore, Comcast agrees that whenever the Town determines it is impracticable to permit construction of an underground Conduit system by any other Person which may at the time have authority to construct or maintain Conduits or Ducts in the Rights-of-Way, but excluding Persons providing Cable Services in competition with Comcast, the Town may require Comcast to afford to such Person the right to use Comcast's Surplus Ducts or Conduits in common with Comcast, pursuant to the terms and conditions of an agreement for use of Surplus Ducts or Conduits entered into by Comcast and the Licensee. Nothing herein shall require Comcast to enter into an agreement with such Person if, in Comcast's reasonable determination, such an agreement could compromise the integrity of the Cable System.

(C) A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

(D) Comcast shall give a Licensee a minimum of 120 days notice of its need to occupy a licensed Conduit and shall propose that the Licensee take the first feasible action as follows:

(1) Pay revised Conduit rent designed to recover the cost of retrofitting the Conduit with multiplexing, Fiber Optics or other space-saving technology sufficient to meet Comcast's space needs;

(2) Pay revised Conduit rent based on the cost of new Conduit constructed to meet Comcast's space needs;

(3) Vacate the needed Ducts or Conduit; or

(4) Construct and maintain sufficient new Conduit to meet Comcast's space needs.

(E) When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new Conduit. When Conduit rent is revised because of retrofitting, space-saving technology or construction of new Conduit, all Licensees shall bear the increased cost.

(F) All Attachments shall meet local, State, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts

executed between Comcast and the Licensee. Comcast may, at its option, correct any attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay Comcast for any fines, fees, damages or other costs the Licensee's attachments cause Comcast to incur.

(G) To enforce the provisions of this Section with respect to Comcast, the Town must demonstrate that it has required that all similarly situated users of the Rights-of-Way to comply with the provisions of this Section.

10.22 Acquisition of Facilities. Upon Comcast's acquisition of Cable System-related facilities in any Right-of-Way, or upon the addition to the Town of any area in which Comcast owns or operates any such facility, Comcast shall, at the Town's request, submit to the Town a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Comcast has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.23 Discontinuing Use/Abandonment of Cable System Facilities. Whenever Comcast intends to discontinue using any facility within the Rights-of-Way, Comcast shall submit for the Town's approval a complete description of the facility and the date on which Comcast intends to discontinue using the facility. Comcast may remove the facility or request that the Town permit it to remain in place. Notwithstanding Comcast's request that any such facility remain in place, the Town may require Comcast to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Comcast to perform a combination of modification and removal of the facility. Comcast shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Comcast removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Comcast shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Comcast shall retain all liability for such facility. If Comcast abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.24 Movement of Cable System Facilities For Town Purposes. The Town shall have the right to require Comcast to relocate, remove, replace, modify or disconnect Comcast's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at Comcast's expense. Except during an emergency, the Town shall provide reasonable notice to Comcast, not to be less than seven days, and allow Comcast with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Comcast's facilities or equipment, the Town shall provide at least 60 days' written notice to Comcast. Following notice by the Town, Comcast shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. If the Town requires Comcast to relocate its facilities located within the Rights-of-Way, the Town shall make

a reasonable effort to provide Comcast with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Comcast shall be entitled to its pro rata share of such funds. If Comcast fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Comcast, including all costs and expenses incurred by the Town due to Comcast's delay. In such event, the Town shall not be liable for any damage to any portion of Comcast's Cable System. Within 30 days of receipt of an itemized list of those costs, Comcast shall pay the Town.

10.25 Movement of Cable System Facilities for Other Franchise Holders. If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Comcast shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Comcast may require that the costs associated with the removal or relocation be paid by the benefited party.

10.26 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Comcast shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes shall be paid by the permit holder, and Comcast may require a reasonable deposit of the estimated payment in advance.

10.27 Reservation of Town Use of Right-of-Way. Nothing in this Franchise shall prevent the Town or public utilities owned, maintained or operated by public entities other than the Town from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Comcast's Cable System.

10.28 Tree Trimming. Comcast may prune or cause to be pruned, using proper pruning practices, any tree in the Town's Rights-of-Way which interferes with Comcast's Cable System. Comcast shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Comcast may not prune trees at a point below 30 feet above sidewalk grade until one week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one week period. If the owner or occupant fails to do so, Comcast may prune such tree at its own expense. For purposes of this Section, emergencies exist when it is necessary to prune to protect the public or Comcast's facilities from imminent danger only.

10.29 Inspection of Construction and Facilities. The Town may inspect any of Comcast's facilities, equipment or construction at any time upon at least 24 hours notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Comcast fails to do so, and to charge Comcast therefor.

10.30 Stop Work.

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Comcast by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.31 Work of Contractors and Subcontractors. Comcast's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations and conditions as if the work were performed by Comcast. Comcast shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network.

(A) Comcast's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than 110 Channels of digital video programming services to Subscribers, provided that Comcast reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment shall be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment shall be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) Comcast shall take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(D) Comcast's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment.

(A) The Town may notify Comcast on or after five years after the Effective Date, that the Town will conduct a technology assessment of Comcast's Cable System. The technology

assessment may include, but is not be limited to, determining whether Comcast's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Comcast's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Comcast shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. § 546.

11.3 Standby Power. Comcast's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Comcast shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than 30 days following receipt of a request.

11.4 Emergency Alert Capability. Comcast shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Comcast shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Comcast. If the test indicates that the EAS is not performing properly, Comcast shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance. The technical performance of the Cable System shall meet or exceed all applicable federal (including without limitation the FCC), State and local technical standards, as amended, regardless of the transmission technology utilized.

11.6 Cable System Performance Testing.

(A) Comcast shall, at Comcast's expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Comcast's tests shall include:

- (1) Cumulative leakage index testing of any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to Subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed six months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and

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

(C) Comcast shall maintain written records of all results of its Cable System tests, performed by or for Comcast. Copies of such test results will be provided to the Town upon reasonable request.

(D) If the FCC no longer requires proof of performance tests for Comcast's Cable System during the term of this Franchise, Comcast agrees that it shall continue to conduct proof of performance tests on the Cable System in accordance with the standards that were in place on the Effective Date, or any generally applicable standards later adopted, at least once a year, and provide written results of such tests to the Town upon request.

(E) The FCC semi-annual testing is conducted in January/February and July/August of each year. If the Town contacts Comcast prior to the next test period (*i.e.*, before December 15th and June 15th respectively of each year), Comcast shall provide Town with no less than seven days prior written notice of the actual date(s) for FCC compliance testing. If the Town notifies Comcast by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Comcast shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the Town.

(F) Comcast shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Comcast's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.7 Additional Tests. Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right to require Comcast to test, analyze and report on the performance of the Cable System. Comcast shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS

12.1 Service Availability.

(A) In General. Except as otherwise provided in herein, Comcast shall provide Cable Service within seven days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Comcast, receipt of a written request by Comcast or receipt by Comcast of a verified verbal

request. Except as otherwise provided herein, Comcast shall provide such service at non-discriminatory monthly rates for Residential Subscribers, consistent with Applicable Law.

(B) An agreement to access a Multiple Dwelling Unit shall comply with all applicable FCC regulations and orders regarding bulk service agreements for Multiple Dwelling Units, and Comcast specifically agrees to comply with 47 C.F.R. § 76.2000, as amended. The Town acknowledges that Comcast cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Investment in and expansion of Comcast's Cable System will be driven by market success, and not a contractual requirement for universal service. While this Franchise grants Comcast the right to serve the entire Town, the parties acknowledge that Comcast shall have the sole discretion to determine where and when to offer Cable Services to Subscribers, in compliance with Applicable Law.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations.

(A) If the Town believes that Comcast has failed to perform any material obligation of this Agreement, the Town shall notify Comcast in writing, stating with specificity, the nature of the alleged violation. Comcast shall have thirty (30) days from the receipt of such notice to:

- (1) Respond to the Town, contesting the Town's assertion that a violation has occurred, or notifying the Town that violation cannot be cured within thirty (30) days because of the nature of the alleged violation, and requesting a hearing in accordance with Subsection (B), below; or
- (2) Cure the violation.

(B) If Comcast does not cure the violation within thirty (30) days, or denies the violation and requests a hearing, the Town shall set a public hearing on the violation. The Town shall provide not less than fourteen (14) days prior written notice of the hearing. At the hearing, Comcast shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense.

(C) If, after considering the evidence presented at the public hearing, the Town Council determines that a violation exists, the Town may order Comcast to remedy the violation within fourteen (14) days or within such other reasonable timeframe agreed to by the parties. If Comcast does not remedy the violation within such time to the Town's reasonable satisfaction, the Town may:

- (1) Assess and collect monetary damages in accordance with this Agreement;
- (2) Pursue the revocation of this Franchise pursuant to the procedures in subsection 13.2; and/or,
- (3) Pursue any other legal or equitable remedy available under this Agreement or applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Town, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

13.2 Revocation.

(A) In addition to revocation in accordance with other provisions of this Franchise, the Town may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Comcast fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Town and Comcast;
- (2) If Comcast willfully fails for more than 48 hours to provide continuous and uninterrupted Cable Service;
- (3) If Comcast attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Town or Subscribers;
- (4) If Comcast becomes insolvent, or if there is an assignment for the benefit of Comcast's creditors; or
- (5) If Comcast makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in Section 13.1 and prior to forfeiture or termination of the Franchise, the Town shall give written notice to Comcast of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the non-compliance.

(C) Any proceeding under the paragraph above shall be conducted by the Town Council and open to the public. Comcast shall be afforded at least 45 days prior written notice of such proceeding.

(1) At such proceeding, Comcast shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The Town Council shall hear any Persons interested in the revocation, and shall allow Comcast, in particular, an opportunity to state its position on the matter.

(2) Within 90 days after the hearing, the Town Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Comcast, direct Comcast to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Town Council determines are reasonable under the circumstances. If the Town determines that the Franchise is to be revoked, the Town shall set forth the reasons for such a decision and shall transmit a copy of the decision to Comcast. Comcast shall be bound by the Town's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within 15 days of the date of the decision.

(3) Comcast shall be entitled to such relief as the Court may deem appropriate.

(4) The Town Council may at its sole discretion take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation.

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Comcast to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six months, unless a sale of the Cable System can be closed sooner or Comcast demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Comcast's Cable System in accordance with the procedures set forth in Section 13.4.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Comcast's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Comcast shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Comcast's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Comcast shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Comcast fails to complete any removal required by subsection (B) to the Town's satisfaction, after written notice to Comcast, the Town may cause the work to be done and Comcast shall reimburse the Town for the costs incurred within 30 days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Comcast.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System.

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Comcast's Cable System. Comcast shall have 30 days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the Town's audit of a current profit and loss statement of Comcast. The Town shall pay for the Cable System in cash or certified funds, and Comcast shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this Section, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Comcast's Cable System valued as a going concern, but with

no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Comcast which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Comcast's Cable System.

13.5 Receivership and Foreclosure.

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every provision of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Comcast, the Town may serve notice of revocation on Comcast and to the purchaser at the sale, and the rights and privileges of Comcast under this Franchise shall be revoked 30 days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Town. Comcast shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

13.7 Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Comcast, or to seek and obtain judicial enforcement of Comcast's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Liquidated Damages.

(A) The Town and Comcast recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Town as a result of a violation by Comcast of this Franchise. Accordingly, instead of requiring such proof of actual loss, the Town

and Comcast agree that Comcast shall pay to the Town the sums set forth in this Subsection. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the Town would suffer in the event of Comcast's violation.

In addition to any other remedy, the Town in its sole discretion may, after following the procedures as provided in this Section 13.1, charge to and collect from Comcast the following liquidated damages per day, for each day, or part thereof, the violation continues: (i) \$500 per day for general construction delays, violations of PEG obligations or payment obligations, (ii) \$250 per day for any other material breaches, or (iii) \$100 per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed 120 days per violation proceeding. To assess any amount from the letter of credit, Town shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and this Franchise.

(B) The assessment does not constitute a waiver by Town of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Comcast any additional damages, losses, costs and expenses that are incurred by Town by reason of the breach of this Franchise.

13.9 Effect of Abandonment. If Comcast abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until Comcast restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring Comcast to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, Comcast shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment. The Town shall be entitled to exercise its options in Section 13.9 if:

(A) Comcast fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four consecutive days, unless the Town authorizes a longer interruption of service; or

(B) Comcast, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal.

(A) The Town and Comcast agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Comcast of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Comcast under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Comcast and

Town agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Town and Comcast may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Comcast and Town consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

14.2 Transfer of Ownership or Control.

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council/Commission, acting by ordinance/resolution.

(B) Comcast shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Comcast. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Comcast shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Town and Comcast may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the Town fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the Town, Comcast shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as

correct by Comcast and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which Comcast is not replaced by another entity, Comcast will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Comcast shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this Section, the prior approval of the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Comcast, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Comcast may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Comcast's responsibility to meet all of its obligations under this Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Preferential or Discriminatory Practices Prohibited. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, Comcast agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Comcast further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Comcast shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

15.2 Notices. Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or Comcast by written notice at any time. At the Effective Date of this Franchise:

Comcast's address shall be:

Comcast of Colorado X, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Town's address shall be:

Town of Parker
20120 Community Center Drive
Parker, CO 80138

15.3 Descriptive Headings. The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.4 Publication and Notice Costs to be Borne by Comcast. Comcast shall reimburse the Town for all costs incurred in publishing and noticing this Franchise and any hearings regarding this Franchise, if such publication and noticing is required.

15.5 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

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

15.7 Waiver. The failure of the Town at any time to require performance by Comcast of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8 Reasonableness of Consent or Approval. Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

15.10 Venue. Venue for any judicial dispute between the Town and Comcast arising under or out of this Franchise shall be in Douglas County, Colorado, or in the United States District Court in Denver.

15.11 Severability. If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Parker, Colorado this ____ day of _____, 2015.

ATTEST:

TOWN OF PARKER, COLORADO:

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Accepted and approved this _____ day of _____, 2015.

ATTEST:

COMCAST OF COLORADO X, LLC

Public Notary

Name/Title: _____

hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

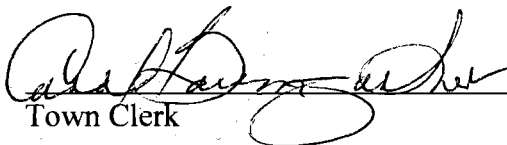
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15.11 Severability. If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Parker, Colorado this 6th day of July, 2015.

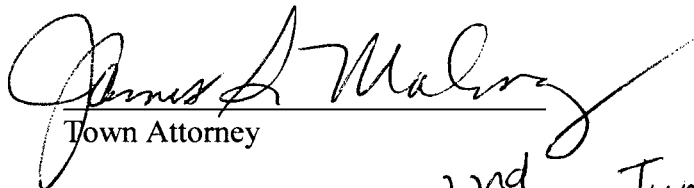
ATTEST:

TOWN OF PARKER, COLORADO:


Town Clerk


Mayor

APPROVED AS TO FORM:

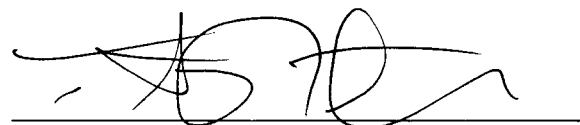

Town Attorney

Accepted and approved this 22nd day of June, 2015.

ATTEST:

COMCAST OF COLORADO X, LLC


Public Notary



Name/Title: Timothy T. Nester
SVP - Finance and Accounting

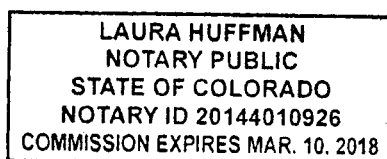


EXHIBIT A

CUSTOMER SERVICE STANDARDS

I. POLICY

Comcast should resolve citizen complaints without delay and interference from the Town.

Where a given complaint is not addressed by Comcast to the citizen's satisfaction, the Town should intervene. In addition, where a pattern of unremedied complaints or non-compliance with the Standards is identified, the Town should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the non-compliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, Comcast shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. Comcast is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by Comcast over a Cable System, within the Town.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Town's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, Comcast, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that Comcast makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from Comcast.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to Comcast to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to Comcast by the Town.

"Franchising Authority" shall mean the Town of Parker.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by Comcast to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by Comcast to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of Comcast. Conditions which are not within the control of Comcast include, but are not

necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of Comcast include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of Comcast that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by Comcast necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Parker, Colorado

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Comcast's employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. Comcast shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request. Unless otherwise requested by the Town, Comcast shall post a sign at each Service Center,

visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact Comcast if the Service Center is not open at the times posted. Comcast shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with Comcast on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. Comcast shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. Comcast shall maintain local telephone access lines that shall be available 24 hours a day, 7 days a week for service/repair requests and billing/service inquiries.
3. Comcast shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays.
4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within 60 seconds of the commencement of the recording. During Normal Business Hours, Comcast shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within 30 seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this 30 second telephone answer time requirement standard shall be met no less than 90% of the time measured quarterly.
5. Under normal operating conditions, a customer shall not receive a busy signal more than 3% of the time. This standard shall be met 90% or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed 7-Day Residential Installation

a. Comcast shall complete all standard residential installations or modifications to service requested by customers within 7 business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to 125 feet from the existing distribution system. If the customer requests a non-standard residential installation, or Comcast determines that a non-standard residential installation is required, Comcast shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than 12 inches, or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the 12-inch requirement,

and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between Comcast and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a 4-hour time block between the hours of 8:00 a.m. and 6:00 p.m., 6 days per week. Comcast may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection, "appointment window" means the period of time in which the representative of Comcast must arrive at the customer's location.

b. Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If Comcast is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, Comcast shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Comcast.

d. Comcast shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by Comcast. In such circumstances, Comcast shall contact the customer within 48 hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Comcast equipment failure, Comcast shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Comcast equipment failure shall be corrected by Comcast by the end of the next calendar day.

c. Records of Complaints.

i. Comcast shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and Comcast's actions in response to those complaints. These files shall remain available for viewing by the Town during normal business hours at Comcast's business office, and shall be retained by Comcast for a period of at least 3 years.

ii. Upon written request Comcast shall provide the Town an executive summary quarterly, which shall include information concerning customer complaints referred by the Town to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within 15 days after the end of each quarter. Once a request is made, it need not

be repeated and quarterly executive summaries shall be provided by Comcast until notified in writing by the Town that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by Comcast for each quarter and submitted to the Town by the 15th day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by Comcast until notified in writing by the Town that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. Comcast shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Town quarterly, upon written request, within 15 days after the end of each quarter. Such records shall be submitted to the Town with the records identified in Section 3.c.ii if so requested in writing, and shall be retained by Comcast for a period of 3 years.

e. All service outages and interruptions for any cause beyond the control of Comcast shall be corrected within 36 hours after the conditions beyond its control have been corrected.

4. TV Reception

a. Comcast shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). Comcast shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and 6:00 a.m.

b. If a customer experiences poor video or audio reception attributable to Comcast's equipment, Comcast shall:

- i. Assess the problem within 1 day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within 2 days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, Comcast shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Comcast. Comcast shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of Comcast's efforts to address the problem.

5. Problem Resolution. Comcast's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within 4 hours and resolve the problem within 48 hours or within such other time frame as is acceptable to the customer and Comcast.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, Comcast shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. Comcast shall allow at least 30 days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time Comcast may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by Comcast in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within 45 days of the beginning date of the applicable service period, Comcast may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within 52 days of the beginning date of the applicable service period, Comcast may disconnect the customer's service, provided it has provided 2 weeks notice to the customer that such disconnection may result.

c. Comcast shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever Comcast offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property. To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. Comcast shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by Comcast, any employee or agent of Comcast during installation or construction shall be restored to their prior condition or replaced within 7 days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within 7 days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. Comcast shall, at its own cost and expense, and in a manner approved by the property owner and the Town, restore any private property to as good condition as before the work causing such disturbance was initiated. Comcast shall repair, replace or compensate a property owner for any damage resulting from Comcast's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any

Comcast activity, Comcast shall reimburse the property owner 100% percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, Comcast shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least 24 hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, 7 days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work Comcast shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Comcast personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, Comcast shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to Comcast.

2. Comcast shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by Comcast's customer service representatives for any hearing-impaired customer at no charge.

3. Comcast shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing Comcast with a letter from the customer's physician stating the need, or by making the request to Comcast's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, Comcast shall provide the following information, in clear, concise written form, easily accessible and located on Comcast's website (and in Spanish, when requested by the customer):

- a. Products and services offered by Comcast, including its channel lineup;
- b. Comcast's complete range of service options and the prices for these services;
- c. Comcast's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of Comcast, and the FCC;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, Comcast shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Town, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Town does not maintain a website with a complete copy of these Standards, Comcast shall be under no obligation to do so. If acceptable to a customer, Comcast may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, Comcast shall meet annually with the Town to review the format of Comcast's bills to customers. Whenever Comcast makes substantial changes to its billing format, it will contact the Town at least 30 days prior to the time such changes are to be effective, in order to inform the Town of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Town and the CCUA.

5. Comcast shall provide customers with written notification of any change in rates for non-discretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "non-discretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by Comcast.

6. All officers, agents, and employees of Comcast or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of Comcast. Comcast shall account for all identification cards at all times. Every vehicle of Comcast shall be clearly visually identified to the public as working for Comcast. Whenever Comcast work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public

employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for Comcast.

7. Each CSR, technician or employee of Comcast in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, Comcast shall fully comply with all obligations under 47 U.S.C. § 551.

2. Collection and Use of Personally Identifiable Information.

a. Comcast shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by Comcast to the Customer and as otherwise authorized by applicable law.

b. Comcast shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of Comcast in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by Comcast) or on any of the facilities of Comcast that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. Comcast shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of Comcast in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by Comcast) or on any of the facilities of Comcast that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. Comcast shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of 30 days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable-related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, Comcast shall notify each Customer (that Comcast intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for

Non-cable-related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. Comcast may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by Comcast to the Customer.

c. To the extent authorized by applicable law, Comcast may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by Comcast shall be made available for Customer examination within 30 days of receiving a request by a Customer to examine such information about himself or herself at the local offices of Comcast or other convenient place within the Town designated by Comcast, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, Comcast shall correct such information.

5. Privacy Notice to Customers

a. Comcast shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. § 551(a)(1), and shall provide a Customer a copy of such statement at the time Comcast enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, Comcast shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by Comcast that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by Comcast; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (*i.e.*, Comcast may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. Comcast shall include in its regular periodic reports to the Town required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Comcast during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of Comcast certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by Comcast; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law;

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that Comcast need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law; and

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or Comcast. Comcast shall meet with the Town if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Town from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. § 551 and applicable laws.

8. Destruction of Personally Identifiable Information. Comcast shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. Comcast shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer's monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by

Comcast. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on Comcast's website. A Customer who provides Comcast with permission to disclose Personally Identifiable Information through any of the methods offered by Comcast shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in Comcast's bill (or other direct mail piece) to the Customer or a notice or message printed on Comcast's bill to the Customer, and on Comcast's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Town. These methods of notification to Customers may also include other comparable methods as submitted by Comcast and approved by the Town in its reasonable discretion.

G. Safety

Comcast shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever Comcast receives notice that an unsafe condition exists with respect to its equipment, Comcast shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies Comcast of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and Comcast shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then Comcast shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to Comcast

1. Comcast shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at Comcast's sole expense, consistent with Section III.E.1.e of these Standards.
2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to Comcast that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with Comcast, or reasonable business practices. If a representative of the Town notifies Comcast of a customer complaint that has not previously been made by the customer to Comcast, the

complaint shall be deemed to have been made by the customer as of the date of the Town's notice to Comcast.

3. At the conclusion of Comcast's investigation of a customer complaint, but in no more than 10 calendar days after receiving the complaint, Comcast shall notify the customer of the results of its investigation and its proposed action or credit.

4. Comcast shall also notify the customer of the customer's right to file a complaint with the Town in the event the customer is dissatisfied with Comcast's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Town.

5. Comcast shall immediately report all customer Escalated complaints that it does not find valid to the Town.

6. Comcast's complaint procedures shall be filed with the Town prior to implementation.

B. Complaints to the Town

1. Any customer who is dissatisfied with any proposed decision of Comcast or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Town.

2. The customer may initiate the review either by calling the Town or by filing a written complaint together with Comcast's written decision, if any, with the Town.

3. The customer shall make such filing and notification within 20 days of receipt of Comcast's decision or, if no decision has been provided, within 30 days after filing the original complaint with Comcast.

4. If the Town decides that further evidence is warranted, the Town shall require Comcast and the customer to submit, within 10 days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. Comcast and the customer shall produce any additional evidence, including any reports from Comcast, which the Town may deem necessary to an understanding and determination of the complaint.

6. The Town shall issue a determination within 15 days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Town may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

Comcast shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within 30 days of the written notification to Comcast by the Town that an alleged Franchise violation exists, Comcast shall deposit with an escrow agent approved by the Town \$50,000 or, in the sole discretion of the Town, such lesser amount as the Town deems reasonable to protect subscribers within its jurisdiction. Alternatively, at Comcast's discretion, it may provide to the Town an irrevocable letter of credit in the same amount. A letter of credit or cash

deposit, with the approval of the Town, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed \$100,000. The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Town. The escrowed funds or letter of credit shall be maintained by Comcast at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Town may require Comcast to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by Comcast of all its obligations under these Customer Service Standards.

4. The rights reserved to the Town with respect to the Security Fund are in addition to all other rights of the Town, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Town may otherwise have.

D. Verification of Compliance

Comcast shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Town.

E. Procedure for Remedying Violations

1. If the Town has reason to believe that Comcast has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Town may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Town determines in its sole discretion that the non-compliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Town may:

a. Impose assessments of up to \$1,000 per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted non-compliance with these Standards; and/or

c. Reverse any decision of Comcast in the matter and/or

d. Grant a specific solution as determined by the Town; and/or

e. Except for in emergency situations, withhold licenses and permits for work by Comcast or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of Comcast under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast

Quarterly Executive Summary - Escalated Complaints

Section 7.6 (B) of our Franchise Agreement

Quarter Ending _____, Year

[TOWN OF PARKER]

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	<u>0</u>
Compliments	

**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, Inc. AND
TOWN OF PARKER, COLORADO**

CABLE FRANCHISE AGREEMENT

TABLE OF CONTENTS

<i>SECTION 1. DEFINITIONS.....</i>	<i>1</i>
<i>SECTION 2. GRANT OF FRANCHISE.....</i>	<i>5</i>
2.1 Grant.....	5
2.2 Use of Rights-of-Way.	6
2.3 Effective Date and Term.	7
2.5 Police Power.....	7
2.6 Competitive Equity.	7
2.7 Familiarity with Franchise.	8
2.8 Effect of Acceptance.	8
<i>SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS</i>	<i>8</i>
3.1 Franchise Fee.....	8
3.2 Payments.	8
3.3 Acceptance of Payment and Recomputation.....	8
3.4 Quarterly Reports.	8
3.5 Annual Reports.....	8
3.6 Audits.	9
3.7 Late Payments.	9
3.8 Underpayments.....	9
3.9 Alternative Compensation.....	9
3.10 Maximum Legal Compensation.	9
3.11 Additional Commitments Not Franchise Fee Payments.	10
3.12 Tax Liability.	10
3.13 Financial Records.	10
3.14 Payment on Termination.	10
<i>SECTION 4. ADMINISTRATION AND REGULATION.....</i>	<i>10</i>
4.1 Authority.	10
4.2 Rates and Charges.	10
4.3 Rate Discrimination.....	10
4.4 Filing of Rates and Charges.	11
4.5 Cross Subsidization.....	11
4.6 Reserved Authority.	11
4.7 Time Limits Strictly Construed.....	11
4.8 Franchise Amendment Procedure.	11
4.9 Performance Evaluations.....	12

Error! Main Document Only.

4.10	Late Fees.	12
4.11	Force Majeure.	12
SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS.....		12
5.1	Indemnification.	12
5.2	Insurance.	14
5.3	Deductibles/Certificate of Insurance.	14
5.4	Letter of Credit.	15
SECTION 6. CUSTOMER SERVICE.....		16
6.1	Customer Service Standards.....	16
6.2	Subscriber Privacy.....	16
6.3	Subscriber Contracts.	16
6.4	Advance Notice to Town.....	16
6.5	Identification of Local Franchise Authority on Subscriber Bills.	16
SECTION 7. REPORTS AND RECORDS.....		16
7.1	Open Records.	16
7.2	Confidentiality.....	16
7.3	Records Required.	17
7.4	Annual Reports.....	17
7.5	Copies of Federal and State Reports.	18
7.6	Complaint File and Reports.....	18
7.7	Failure to Report.....	18
7.8	False Statements.	18
SECTION 8. PROGRAMMING.....		19
8.1	Broad Programming Categories.	19
8.2	Deletion or Reduction of Broad Programming Categories.	19
8.3	Obscenity.....	19
8.4	Parental Control Device.	19
8.5	Continuity of Service Mandatory.....	19
8.6	Services for the Disabled.....	20
SECTION 9. PUBLIC, EDUCATIONAL, and GOVERNMENT.....		20
9.1	Capital Grant.	20
SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION.....		24
10.1	Right to Construct.	24
10.2	Right-of-Way Meetings.....	24
10.3	Joint Trenching/Boring Meetings.....	24
10.4	General Standard.	25

10.5	Permits Required for Construction.....	25
10.6	Emergency Permits.	25
10.7	Compliance with Applicable Codes.....	25
10.8	GIS Mapping.....	25
10.9	Minimal Interference.....	25
10.10	Prevent Injury/Safety.....	26
10.11	Hazardous Substances.	26
10.12	Locates.....	26
10.13	Notice to Private Property Owners.....	26
10.14	Underground Construction and Use of Poles.	26
10.15	Undergrounding of Multiple Dwelling Unit Drops.....	27
10.16	Burial Standards.	27
10.17	Cable Drop Bonding.....	28
10.18	Prewiring.	28
10.19	Repair and Restoration of Property.	28
10.20	Use of Conduits by the Town.	28
10.21	Common Users.	29
10.22	Acquisition of Facilities.....	30
10.23	Discontinuing Use/Abandonment of Cable System Facilities.	30
10.24	Movement of Cable System Facilities For Town Purposes.	30
10.25	Movement of Cable System Facilities for Other Franchise Holders.....	31
10.26	Temporary Changes for Other Permittees.	31
10.27	Reservation of Town Use of Right-of-Way.	31
10.28	Tree Trimming.....	31
10.29	Inspection of Construction and Facilities.	32
10.30	Stop Work.....	32
10.31	Work of Contractors and Subcontractors.	32
 SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING		32
11.1	Subscriber Network.....	32
11.2	Technology Assessment.....	33
11.3	Standby Power.....	33
11.4	Emergency Alert Capability.....	33
11.5	Technical Performance.....	33
11.6	Cable System Performance Testing.	33
11.7	Additional Tests.	34
 SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS.....		35
12.1	Service Availability.....	35
 SECTION 13. FRANCHISE VIOLATIONS.....		36
13.1	Procedure for Remedying Franchise Violations.	36
13.2	Revocation.....	37

13.3	Procedures in the Event of Termination or Revocation.	38
13.4	Purchase of Cable System.	38
13.5	Receivership and Foreclosure.	39
13.6	No Monetary Recourse Against the Town.	39
13.7	Alternative Remedies.	39
13.8	Liquidated Damages.	39
13.9	Effect of Abandonment.	40
13.10	What Constitutes Abandonment.	40
 SECTION 14. FRANCHISE RENEWAL AND TRANSFER		40
14.1	Renewal.	40
14.2	Transfer of Ownership or Control.	41
 SECTION 15. MISCELLANEOUS PROVISIONS		42
15.1	Preferential or Discriminatory Practices Prohibited.....	42
15.2	Notices.....	42
15.3	Descriptive Headings.	43
15.4	Publication and Notice Costs to be Borne by Comcast.....	43
15.5	Binding Effect.	43
15.6	No Joint Venture.	43
15.7	Waiver.	43
15.8	Reasonableness of Consent or Approval.....	43
15.9	Entire Agreement.	43
15.10	Venue.....	43
15.11	Severability.....	43
 EXHIBIT A: Customer Service Standards		
 EXHIBIT B: Report Form		

**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, Inc. AND
TOWN OF PARKER, COLORADO
CABLE FRANCHISE AGREEMENT**

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including without limitation:

a. "Public Access" means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Subscribers and shall be allocated on a *pro rata* basis using total Subscribers reached by the advertising, and all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the Town allocated using total Subscribers reached by the advertising.

1.5 "Affiliate," when used in connection with Comcast, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Comcast.

1.6 "Applicable Law" means any applicable statute, ordinance, judicial decision, executive order or regulation or FCC rule or regulation..

1.7 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Comcast, but not collected after reasonable efforts have been made by Comcast to collect the charges.

1.8 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, and any additional Programming added by Comcast, and is made available to all Cable Service Subscribers in the Franchise Area.

1.9 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.10 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.11 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.12 "Cable Operator" means any Person or groups of Persons, including Comcast, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

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

1.14 "Cable System" means any facility, including Comcast's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Rights-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201, *et seq.*), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.15 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.16 "Town" is the Town of Parker Colorado, a body politic and corporate under the laws of the State of Colorado.

1.17 "Town Council" means the Parker Town Council.

1.18 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.19 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.21 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.22 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.23 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.24 "FCC" means the Federal Communications Commission.

1.25 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.26 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Comcast, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.27 "Franchise Area" means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.28 "Franchise Fee" means that fee payable to the Town described in Section 3.1 (A).

1.29 "Comcast" means **COMCAST OF CALIFORNIA/ COLORADO/ FLORIDA/ OREGON, Inc.** or its lawful successor, transferee or assignee.

1.30 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliated Entity that is the operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the Town. Gross revenues include without limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in Subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use and shall be allocated on a *pro rata* basis using total Subscribers within the Town; converter, remote control, and other Cable Service equipment rentals, leases, or sales; Advertising Revenues; late fees, convenience fees and administrative fees which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the Town; revenues from program guides; Franchise Fees; FCC Regulatory Fees; and commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a *pro rata* basis using total Subscribers within the Town. "Gross Revenues" shall not include: actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the Town; any taxes and/or fees on services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax

or fee; fees imposed by any municipality, state or other governmental unit on Comcast including but not limited to Public, Educational and Governmental (PEG) Fees; launch fees and marketing co-op fees; and unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues. To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Comcast derives revenues in the Town. The Town reserves its right to review and to challenge Comcast's calculations. Comcast reserves the right to change the allocation methodologies set forth in this Section 1.30 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Comcast shall explain and document the required changes to the Town within three months of making such changes, and as part of any audit or review of franchise fee payments. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the foregoing, the Town reserves its right to challenge Comcast's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.31 "Headend" means any facility for signal reception and dissemination of a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.32 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Comcast, for a fee or charge.

1.33 "Manager" means the Parker Town Manager or designee.

1.34 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.35 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.36 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.37 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.38 "State" means the State of Colorado.

1.39 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Comcast by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Comcast's Cable System, and who is in compliance with Comcast's regular and nondiscriminatory terms and conditions for receipt of service.

1.40 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.41 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.42 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.43 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant.

(A) The Town hereby grants to Comcast a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Comcast with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Parker Home Rule Charter, and the ordinances and regulations enacted pursuant thereto. The Charter and the Parker Municipal Code, as amended, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Comcast under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Comcast provide service other than Cable Service.

(E) Comcast promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Comcast directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Comcast by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, or authorization required by the Town for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide Comcast with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize Comcast to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to the provision of non-Cable Services, or to the imposition of any lawful conditions on Comcast with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Comcast of any obligation it may have to obtain from the Town an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities.

2.2 Use of Rights-of-Way.

(A) Subject to the Town's supervision and control, Comcast may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. However, Comcast shall remove any such wire, cable, conductor, duct, conduit, vault, manhole, amplifier, pedestal, attachment and other property installed in the Right-of-Way when it is no longer needed or at the request of the Town. Comcast, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Rights-of-Way in compliance with all applicable Town regulations. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Comcast shall follow Town established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and shall install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed

at a particular time, at a specific place or in a particular manner as a condition of access to particular Rights-of-Way; may deny access if Comcast is not willing to comply with the Town's requirements; and may remove, or require removal of, any facility that is not installed by Comcast in compliance with applicable regulations, or which is installed without prior Town approval of the time, place or manner of installation, and charge Comcast for all costs associated with removal; and may require Comcast to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term. This Franchise and the rights, privileges and authority granted hereunder shall take effect on the date it is fully executed by the parties (the "Effective Date"), and shall terminate ten (10) years thereafter unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive. This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Comcast hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Comcast's authority under this Franchise and for such additional franchises for Cable Systems as the Town deems appropriate.

2.5 Police Power. Comcast's rights hereunder are subject to the police power of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Comcast agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police power shall be resolved in favor of the latter.

2.6 Competitive Equity.

(A) Comcast acknowledges and agrees that the Town reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Town grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Comcast's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6(A) shall only be initiated by written notice by Comcast to the Town regarding specified franchise obligations. Comcast's notice shall: (1) identify the specific terms or conditions in the competitive cable services franchise which are materially different from Comcast's obligations under this Franchise; (2) identify the Franchise terms and conditions for which Comcast is seeking amendments; (3) provide text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Comcast's written notice as provided in Section 2.6(B), the Town and Comcast agree that they will use best efforts in good faith to negotiate Comcast's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Comcast reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6(C), or if the Town and Comcast fail to reach agreement in such negotiations, Comcast may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Comcast so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Comcast may negotiate with the Town to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Comcast's Franchise shall, upon 90 days written notice from Comcast, be shortened so that the Franchise shall be deemed to expire on a date 18 months from the first day of the month following the date of Comcast's notice; or,

(b) Comcast may assert, at Comcast's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise. Comcast acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and

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reasonable risks of the meaning of the provisions, terms and conditions herein. Comcast further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance. By accepting the Franchise, Comcast: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee. As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Rights-of-Way, Comcast shall continue to pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Comcast's Gross Revenues.

3.2 Payments. Comcast's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 30 days after said dates.

3.3 Acceptance of Payment and Recomputation. No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Comcast.

3.4 Quarterly Reports. Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Comcast, containing an accurate statement in summarized form, as well as in detail, of Comcast's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Reports. Comcast shall, within 60 days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits. On an annual basis, upon 30 days prior written notice, the Town, including the Town's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Comcast's records reasonably related to the administration or enforcement of this Franchise. Pursuant to Section 1.30, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Comcast offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Comcast's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Subscribers during the audit period. To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section, "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3)

sample customer bills used by Comcast to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Comcast shall pay the total cost of the audit/review, such cost not to exceed \$24,000 over 3 years of the audit period. The Town's right to audit/review and Comcast's obligation to retain records under this Section shall expire three years after each Franchise Fee payment has been made to the Town.

3.7 Late Payments. In the event any payment due quarterly is not received within 30 days from the end of the calendar quarter, Comcast shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

3.8 Underpayments. If a net Franchise Fee underpayment is discovered as the result of an audit, Comcast shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Comcast remits the underpayment to the Town.

3.9 Alternative Compensation. In the event the obligation of Comcast to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Comcast shall pay to the Town compensation equivalent to the compensation paid to the Town by other similarly situated users of the Rights-of-Way for Comcast's use of the Rights-of-Way, provided that in no event shall such payments exceed the equivalent of 5% of Comcast's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation. The parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the Town to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Comcast to the Town hereunder, provided that Comcast has received at least 90 days prior written notice from the Town of such amendment, and so long as all Comcast in the Town are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments. No term or condition in this Franchise, including the funding required by Section 9, shall affect Comcast's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than 5% of Comcast's Gross Revenues in any 12 month period, Comcast agrees that the additional commitments herein are not Franchise Fees as defined under any federal law, nor are they to be offset or credited against any Franchise Fee payments due to the Town, nor do they represent an increase in Franchise Fees.

3.12 Tax Liability. The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Comcast from the payment of any other license fee, permit fee, tax or

charge on the business, occupation, property or income of Comcast that may be lawfully imposed by the Town. Any other fees, taxes or charges shall be of general applicability in nature and shall not be levied against Comcast solely because of its status as a Cable Operator, or against Subscribers solely because of their status as such.

3.13 Financial Records. Comcast agrees to meet with a representative of the Town upon request to review Comcast's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

3.14 Payment on Termination. If this Franchise terminates for any reason, Comcast shall file with the Town within 90 days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Comcast since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of Comcast to the Town by utilizing the funds available in the letter of credit or other security provided by Comcast.

3.15 Reports. Comcast shall provide all reports required under this Section 3 without request from the Town.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority.

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Applicable Law to any agent, in its sole discretion.

(B) Nothing in this Franchise shall limit or expand the Town's right of eminent domain under State law.

4.2 Rates and Charges. All of Comcast's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by Applicable Law.

4.3 Rate Discrimination. All of Comcast's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Comcast shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Comcast shall offer the same Cable Services to all Residential Subscribers and Multiple Dwelling Unit Subscribers at identical rates to the extent required by Applicable Law. Comcast shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Comcast due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Comcast. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,
- (B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,
- (C) The offering of rate discounts for Cable Service; or,
- (D) Comcast from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges.

- (A) Throughout the term of this Franchise, Comcast shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this Section shall be construed to require Comcast to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.
- (B) Upon request of the Town, Comcast shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Comcast. The schedule shall include a description of the price, terms, and conditions established by Comcast for Leased Access Channels.

4.5 Cross Subsidization. Comcast shall comply with Applicable Law regarding rates for Cable Services and issues of cross subsidization.

4.6 Reserved Authority. Both Comcast and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Comcast, such time shall be deemed to be of the essence, and any failure of Comcast to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

4.8 Franchise Amendment Procedure. Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the Town and Comcast shall meet to discuss the proposed amendment(s). If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations.

- (A) The Town may hold performance evaluation sessions upon 90 days written notice, provided that such evaluation sessions shall be held no more frequently than once every two years. All such evaluation sessions shall be conducted by the Town.
- (B) Special evaluation sessions may be held at any time by the Town during the term of this Franchise, upon 90 days written notice to Comcast.
- (C) All regular evaluation sessions shall be open to the public and announced at least two weeks in advance in any manner within the discretion of the Town. Comcast shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular

performance evaluation session, and any special evaluation session as required by the Town, provided Comcast receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Town or Comcast's rules; provided that nothing in this Section shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this Section, Comcast shall fully cooperate with the Town and shall provide such information and documents as the Town may reasonably require to perform the evaluation.

4.10 Late Fees.

(A) For purposes of this Section, any assessment, charge, cost, fee or sum, however characterized, that Comcast imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Customer Service Standards, as amended.

(B) Nothing in this Section shall be deemed to create, limit or otherwise affect the ability of Comcast, if any, to impose other assessments, charges, fees or sums other than those permitted by this Section, for Comcast's other services or activities it performs in compliance with Applicable Law.

(C) Comcast's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this Section, shall apply equally in all parts of the Town without regard to the neighborhood or income level of the Subscriber.

4.11 Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" shall mean a cause or event that: a) is not reasonably foreseeable, b) is not otherwise caused by or under the reasonable control of the party claiming a Force Majeure Event, c) could not reasonably have been expected to be taken into account at the time of contract formation, d) cannot reasonably be prevented, avoided, delayed, or mitigated despite the reasonable efforts of the nonperforming party, and e) materially affects a party's ability to perform. Force Majeure Events are events which meet the five-part test set forth in this section, and may include, without limitation, acts of god, natural disasters, civil or military disturbances, explosions, riots, wars, sabotage, terrorism, epidemics and pandemics, breakdown of communication facilities, injunctions, or labor strikes. For the avoidance of doubt, Force Majeure Event shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the nonperformance or delay of a subcontractor.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification.

(A) General Indemnification. Comcast shall indemnify, defend and hold the Town and its officers, officials, boards, commissions, agents and employees harmless from any action or claim

for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Comcast, its agents, or its employees, or by reason of any neglect or omission of Comcast. Comcast shall consult and cooperate with the Town while conducting its defense of the Town.

(B) Indemnification for Relocation. Comcast shall indemnify, defend and hold the Town and its officials, boards, commissions, agents and employees harmless from any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Comcast's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Comcast shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or reasonable expenses in any way arising out of:

- (1) The lawful actions of the Town in granting this Franchise.
- (2) Damages arising out of any failure by Comcast to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Comcast, which defense shall be at Comcast's expense. The Town may participate in the defense of a claim, but if Comcast provides a defense at Comcast's expense then Comcast shall not be liable for any attorney fees, expenses or other costs that the Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Section 5.1(F) is required. In that event the provisions of Section 5.1(F) shall govern Comcast's responsibility for the Town's attorney fees, expenses or other costs. In any event, Comcast may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-waiver. The fact that Comcast carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Comcast's duty of defense and indemnification under this Section.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Comcast to represent the Town, Comcast shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Comcast; provided, however, that in the event that such separate representation is or becomes necessary, and the Town desires to hire counsel or any other outside experts or consultants and desires Comcast to pay those expenses, then the Town shall obtain Comcast's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of

any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents.

(G) The provisions of this Section shall survive the termination of this Franchise unless superseded by indemnification provisions in a new franchise or in federal or state law.

5.2 Insurance.

(A) Comcast shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1,000,000 each occurrence with respect to each of Comcast's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the Town, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Comcast shall provide a replacement policy. Comcast agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles/Certificate of Insurance. Any deductible of the policies shall not in any way limit Comcast's liability to the Town.

(A) Endorsements. All policies shall contain, or shall be endorsed so that:

(1) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Comcast under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(2) Comcast's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees and agents shall be in excess of Comcast's insurance and shall not contribute to it; and

(3) Comcast's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Comcast shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. Comcast shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Comcast may provide self-insurance in the same amount and level of protection for Comcast and Town, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

5.4 Letter of Credit.

(A) If there is a claim by the Town of an uncured breach by Comcast of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Comcast shall establish and provide within 30 days from receiving notice from the Town, to the Town as security for the faithful performance by Comcast of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of \$50,000.

(B) In the event that Comcast establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained \$50,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Town as set forth in Sections 5.4(A) and (B), if the Town is a member of CCUA, and if Comcast provides a Letter of Credit to CCUA in an amount agreed to between Comcast and CCUA for the benefit of its members, in order to collectively address claims referenced in Section 5.4(A), Comcast shall not be required to provide a separate Letter of Credit to the Town.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Comcast to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Comcast;
- (3) Monetary remedies or damages assessed against Comcast due to default or breach of Franchise requirements; and,
- (4) Failure to comply with the Customer Service Standards, as amended.

(E) The Town shall give Comcast written notice of any withdrawal under this Section upon such withdrawal. Within seven days following receipt of such notice, Comcast shall restore the letter of credit to the amount required under this Franchise.

(F) Comcast shall have the right to appeal to the Town Council for reimbursement in the event Comcast believes that the letter of credit was drawn upon improperly. Comcast shall also have the right of judicial appeal if Comcast believes the letter of credit was drawn on improperly.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards. Comcast shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Service Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A and incorporated herein by this reference. Comcast reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy. Comcast shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts. Comcast shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Comcast will provide to the Town a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Town. Comcast shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills. Within 60 days after written request from the Town, Comcast shall place the Town's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records. Comcast shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town and its authorized representatives shall have access to, and the right to inspect, any books and records of Comcast, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Comcast shall not deny the Town access to any of Comcast's records on the basis that Comcast's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Comcast shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the Town, at the sole expense of Comcast. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Comcast may request, in writing within 10 days, that the Town inspect them at Comcast's local offices. If any books or records of Comcast are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Comcast.

7.2 Confidentiality. The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent

Comcast makes the Town aware of such confidentiality. Comcast shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records, it shall advise Comcast in advance so that Comcast may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Comcast as confidential, the Town shall, so far as consistent with Applicable Law, advise Comcast and provide Comcast with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Comcast's books and records marked confidential as set forth above to any Person. Comcast shall reimburse the Town for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required.

(A) Comcast shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

- (1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Comcast's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of Comcast;
- (2) A copy of all FCC filings on behalf of Comcast, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;
- (3) Current Subscriber Records and information;
- (4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and
- (5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to Section 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports. Within 60 days of the Town's written request, Comcast shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

- (A) A Gross Revenue statement, as required by Section 3.5;
- (B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

- (C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;
- (D) A statement of planned construction, if any, for the next year; and,
- (E) A copy of the most recent annual report Comcast filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require Comcast to continue to provide the reports annually, until further written notice from the Town to the contrary.

7.5 Copies of Federal and State Reports. Within 30 days of a written request, Comcast shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Comcast or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Comcast's Cable System in the Town. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports.

(A) Comcast shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Comcast's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Comcast's local business office.

(B) Within 30 days of a written request, Comcast shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Town to Comcast; and,
- (4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective, and need only be made once. Such a request shall require Comcast to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

7.7 Failure to Report. The failure or neglect of Comcast to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

7.8 False Statements. Any false or misleading statement or representation in any report required by this Franchise (excluding clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Comcast to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories. Comcast shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather and information; and,

8.2 Deletion or Reduction of Broad Programming Categories.

(A) Comcast shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Comcast on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity. Comcast shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Comcast shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Comcast's officers or employees or agents have permitted programming which is obscene under, or violative of, any Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Comcast's editorial control. Comcast shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device. Upon request by any Subscriber, Comcast shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Comcast shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Comcast insofar as their financial and other obligations to Comcast are honored. Comcast shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the

circumstances. For the purposes of this Section, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of the grantee of this Franchise, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Comcast shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers.

(C) In the event Comcast fails to operate the Cable System for four consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Comcast restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Comcast, Comcast shall reimburse the Town for all reasonable costs or damages that are the result of Comcast's failure to perform.

8.6 Services for the Disabled. Comcast shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. PUBLIC, EDUCATIONAL, and GOVERNMENT

9.1 Capital Grant. In recognition of the Town's demonstration of its community needs and interests related to online Access Programming operation, Comcast agrees to provide an Access Programming capital equipment grant of ten thousand (\$10,000) dollars ("Grant") to the Town. The Town may use the Grant for purposes that include, but are not limited to, equipment used to stream meetings, such as cameras and other audio-visual equipment. The Grant shall be delivered within ninety (90) days of written request. Comcast shall be entitled to recover the Grant in any manner consistent with Applicable Law.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct. Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Comcast may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Comcast's Cable System.

10.2 Right-of-Way Meetings. Comcast shall regularly attend and participate in meetings of the Town, of which Comcast is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings. Comcast will regularly attend and participate in planning meetings of the Town, of which Comcast is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Comcast shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

10.4 General Standard. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction. Prior to doing any work in the Right-of Way or other public property, Comcast shall apply for, and obtain, appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are

necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Comcast shall pay all applicable fees for the requisite Town permits received by Comcast.

10.6 Emergency Permits. In the event that emergency repairs are necessary, Comcast shall immediately notify the Town of the need for such repairs. Comcast may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

10.7 Compliance with Applicable Codes.

(A) Town Construction Codes. Comcast shall comply with all applicable Town construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association ("EIA"), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Comcast shall comply with all federal, State and Town safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Comcast shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping. Comcast shall comply with any generally applicable ordinances, rules and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference. Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Comcast's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. Comcast's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Comcast's lines, cables, equipment and other appurtenances from the property in question at Comcast's expense.

10.10 Prevent Injury/Safety. Comcast shall provide and use any equipment and facilities necessary to control and carry Comcast's signals so as to prevent injury to the Town's property or property belonging to any Person. Comcast, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Comcast in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances.

(A) Comcast shall comply with Applicable Law concerning hazardous substances relating to Comcast's Cable System.

(B) Upon reasonable notice to Comcast, the Town may inspect Comcast's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Comcast's Cable System. In removing or modifying Comcast's facilities, Comcast shall also remove all residue of hazardous substances related thereto.

(C) Comcast agrees to indemnify the Town against any claims, costs, and expenses of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by Comcast's Cable System.

10.12 Locates. Prior to doing any work in the Right-of-Way, Comcast shall give appropriate notices to the Town and to the notification association established in C.R.S. § 9-1.5-105, as amended. Within 48 hours after the Town or any franchisee, licensee or permittee notifies Comcast of a proposed Right-of-Way excavation, Comcast shall, at Comcast's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Comcast does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners. Comcast shall give notice to private property owners of work on or adjacent to private property in accordance with the Customer Service Standards, as amended.

10.14 Underground Construction and Use of Poles.

(A) When required by general ordinances, resolutions, regulations or rules of the Town or applicable State or federal law, Comcast's Cable System shall be placed underground at Comcast's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as

pedestals, shall be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, Comcast may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) Comcast shall utilize existing poles and conduit wherever possible.

(D) In the event Comcast cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Comcast to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Comcast's Cable System. All poles of Comcast shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give or convey to Comcast the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities shall be provided upon request by the Town.

(F) Comcast and the Town recognize that situations may occur in the future where the Town may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Comcast. Comcast agrees to cooperate with the Town in any construction by Comcast that involves trenching or boring, provided that the Town has first notified Comcast in some manner that it is interested in sharing the trenches or bores in the area where Comcast's construction is occurring. Comcast shall allow the Town to lay its cable, conduit and Fiber Optic cable in Comcast's trenches and bores, provided the Town shares in the cost of the trenching and boring on the same terms and conditions as Comcast at that time shares the total cost of trenches and bores. The Town shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Comcast's trenches and bores under this Section.

10.15 Undergrounding of Multiple Dwelling Unit Drops. In cases of single site Multiple Dwelling Units, Comcast shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards.

(A) Depths. Unless otherwise required by law, Comcast, and its contractors, shall comply with the following burial depth standards. In no event shall Comcast be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

- (1) Underground cable drops from the curb shall be buried at a minimum depth of 12 inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six inches.
- (2) Feeder lines shall be buried at a minimum depth of 18 inches.
- (3) Trunk lines shall be buried at a minimum depth of 36 inches.
- (4) Fiber Optic cable shall be buried at a minimum depth of 36 inches.

Error! Main Document Only.

(5) In the event of a conflict between this Section and the provisions of any customer service standard, this Section shall control.

(B) **Timeliness.** Cable drops installed by Comcast to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between Comcast and the Subscriber. When freezing surface conditions prevent Comcast from achieving such timetable, Comcast shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Comcast's telephone number and instructions as to how and when to call Comcast to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding. Comcast shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring. Any ordinance or resolution of the Town which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property.

(A) Comcast shall protect public and private property from damage. If damage occurs, Comcast shall promptly notify the property owner within 24 hours in writing and Comcast shall be responsible for all costs associated with the damage.

(B) Whenever Comcast disturbs or damages any Right-of-Way, other public property or any private property, Comcast shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Comcast shall warrant any restoration work performed by or for Comcast in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by Comcast within a reasonable time, the Town may, after prior notice to Comcast, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from Comcast. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Comcast shall pay the Town.

(D) Upon completion of the work which caused any disturbance or damage to private property, Comcast shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work. Comcast shall perform such restoration in accordance with the Customer Service Standards, as amended.

10.20 Use of Conduits by the Town. The Town may install or affix and maintain wires and equipment owned by the Town for Town purposes in or upon any and all of Comcast's ducts, conduits or equipment in the Rights-of-Way and other public places if such placement does not interfere with Comcast's use of its facilities, without charge to the Town, to the extent space therein or thereon is reasonably available, and pursuant to Applicable Law. This right shall not extend to Affiliates of Comcast who have facilities in the right-of-way for the provision of non-cable services. For the purposes of this Section, "Town purposes" includes without limitation fire, police, traffic, water, telephone, and/or signal systems, but not Cable Service or transmission to third parties of telecommunications or information services in competition with Comcast. Comcast shall not deduct the value of such use of its facilities from its Franchise Fee payments or from other fees payable to the Town.

10.21 Common Users.

(A) For the purposes of this Section:

- (1) "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video or data transmission.
- (2) "Conduit" or "Conduit Facility" means any structure, or section thereof, containing one or more Ducts, conduits, manholes, handhole or other such facilities in Comcast's Cable System.
- (3) "Duct" means a single enclosed raceway for cables, Fiber Optics or other wires.
- (4) "Licensee" means any Person licensed or otherwise permitted by the Town to use the Rights-of-Way.
- (5) "Surplus Ducts or Conduits" are Conduit Facilities other than those occupied by Comcast or any prior Licensee, or unoccupied Ducts held by Comcast as emergency use spares, or other unoccupied Ducts that Comcast reasonably expects to use within two years from the date of a request for use.

(B) Comcast acknowledges that the Rights-of-Way have a finite capacity for containing Conduits. Therefore, Comcast agrees that whenever the Town determines it is impracticable to permit construction of an underground Conduit system by any other Person which may at the time have authority to construct or maintain Conduits or Ducts in the Rights-of-Way, but excluding Persons providing Cable Services in competition with Comcast, the Town may require Comcast to afford to such Person the right to use Comcast's Surplus Ducts or Conduits in common with Comcast, pursuant to the terms and conditions of an agreement for use of Surplus Ducts or Conduits entered into by Comcast and the Licensee. Nothing herein shall require Comcast to enter into an agreement with such Person if, in Comcast's reasonable determination, such an agreement could compromise the integrity of the Cable System.

(C) A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

(D) Comcast shall give a Licensee a minimum of 120 days notice of its need to occupy a licensed Conduit and shall propose that the Licensee take the first feasible action as follows:

- (1) Pay revised Conduit rent designed to recover the cost of retrofitting the Conduit with multiplexing, Fiber Optics or other space-saving technology sufficient to meet Comcast's space needs;
- (2) Pay revised Conduit rent based on the cost of new Conduit constructed to meet Comcast's space needs;
- (3) Vacate the needed Ducts or Conduit; or
- (4) Construct and maintain sufficient new Conduit to meet Comcast's space needs.

(E) When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new Conduit. When Conduit rent is revised because of retrofitting, space-saving technology or construction of new Conduit, all Licensees shall bear the increased cost.

(F) All Attachments shall meet local, State, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts

executed between Comcast and the Licensee. Comcast may, at its option, correct any attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay Comcast for any fines, fees, damages or other costs the Licensee's attachments cause Comcast to incur.

(G) To enforce the provisions of this Section with respect to Comcast, the Town must demonstrate that it has required that all similarly situated users of the Rights-of-Way to comply with the provisions of this Section.

10.22 Acquisition of Facilities. Upon Comcast's acquisition of Cable System-related facilities in any Right-of-Way, or upon the addition to the Town of any area in which Comcast owns or operates any such facility, Comcast shall, at the Town's request, submit to the Town a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Comcast has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.23 Discontinuing Use/Abandonment of Cable System Facilities. Whenever Comcast intends to discontinue using any facility within the Rights-of-Way, Comcast shall submit for the Town's approval a complete description of the facility and the date on which Comcast intends to discontinue using the facility. Comcast may remove the facility or request that the Town permit it to remain in place. Notwithstanding Comcast's request that any such facility remain in place, the Town may require Comcast to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Comcast to perform a combination of modification and removal of the facility. Comcast shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Comcast removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Comcast shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Comcast shall retain all liability for such facility. If Comcast abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.24 Movement of Cable System Facilities For Town Purposes. The Town shall have the right to require Comcast to relocate, remove, replace, modify or disconnect Comcast's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at Comcast's expense. Except during an emergency, the Town shall provide reasonable notice to Comcast, not to be less than seven days, and allow Comcast with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Comcast's facilities or equipment, the Town shall provide at least 60 days' written notice to Comcast. Following notice by the Town, Comcast shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. If the Town requires Comcast to relocate its facilities located within the Rights-of-Way, the Town shall make

a reasonable effort to provide Comcast with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Comcast shall be entitled to its pro rata share of such funds. If Comcast fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Comcast, including all costs and expenses incurred by the Town due to Comcast's delay. In such event, the Town shall not be liable for any damage to any portion of Comcast's Cable System. Within 30 days of receipt of an itemized list of those costs, Comcast shall pay the Town.

10.25 Movement of Cable System Facilities for Other Franchise Holders. If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Comcast shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Comcast may require that the costs associated with the removal or relocation be paid by the benefited party.

10.26 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Comcast shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes shall be paid by the permit holder, and Comcast may require a reasonable deposit of the estimated payment in advance.

10.27 Reservation of Town Use of Right-of-Way. Nothing in this Franchise shall prevent the Town or public utilities owned, maintained or operated by public entities other than the Town from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Comcast's Cable System.

10.28 Tree Trimming. Comcast may prune or cause to be pruned, using proper pruning practices, any tree in the Town's Rights-of-Way which interferes with Comcast's Cable System. Comcast shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Comcast may not prune trees at a point below 30 feet above sidewalk grade until one week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one week period. If the owner or occupant fails to do so, Comcast may prune such tree at its own expense. For purposes of this Section, emergencies exist when it is necessary to prune to protect the public or Comcast's facilities from imminent danger only.

10.29 Inspection of Construction and Facilities. The Town may inspect any of Comcast's facilities, equipment or construction at any time upon at least 24 hours notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Comcast fails to do so, and to charge Comcast therefor.

10.30 Stop Work.

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Comcast by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.31 Work of Contractors and Subcontractors. Comcast's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations and conditions as if the work were performed by Comcast. Comcast shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network.

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of one hundred (100) or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

11.2 Technology Assessment.

(A) The Town may notify Comcast on or after five years after the Effective Date, that the Town will conduct a technology assessment of Comcast's Cable System. The technology assessment may include, but is not be limited to, determining whether Comcast's Cable System technology and performance are consistent with current technical practices and range and level

of services existing in the 15 largest U.S. cable systems owned and operated by Comcast's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Comcast shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. § 546.

11.3 Standby Power. Comcast's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Comcast shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than 30 days following receipt of a request.

11.4 Emergency Alert Capability. Comcast shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Comcast shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Comcast. If the test indicates that the EAS is not performing properly, Comcast shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance. The technical performance of the Cable System shall meet or exceed all applicable federal (including without limitation the FCC), State and local technical standards, as amended, regardless of the transmission technology utilized.

11.6 Cable System Performance Testing.

(A) Comcast shall, at Comcast's expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Comcast's tests shall include:

- (1) Cumulative leakage index testing of any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to Subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed six months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and
- (5) Cumulative leakage index tests, at least annually, designed to ensure that 100% of Comcast's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Comcast shall maintain written records of all results of its Cable System tests, performed by or for Comcast. Copies of such test results will be provided to the Town upon reasonable request.

(D) If the FCC no longer requires proof of performance tests for Comcast's Cable System during the term of this Franchise, Comcast agrees that it shall continue to conduct proof of performance tests on the Cable System in accordance with the standards that were in place on the Effective Date, or any generally applicable standards later adopted, at least once a year, and provide written results of such tests to the Town upon request.

(E) The FCC semi-annual testing is conducted in January/February and July/August of each year. If the Town contacts Comcast prior to the next test period (*i.e.*, before December 15th and June 15th respectively of each year), Comcast shall provide Town with no less than seven days prior written notice of the actual date(s) for FCC compliance testing. If the Town notifies Comcast by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Comcast shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the Town.

(F) Comcast shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Comcast's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.7 Additional Tests. Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right to require Comcast to test, analyze and report on the performance of the Cable System. Comcast shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS

12.1 Service Availability.

(A) In General. Except as otherwise provided in herein, Comcast shall provide Cable Service within seven days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Comcast, receipt of a written request by Comcast or receipt by Comcast of a verified verbal request. Except as otherwise provided herein, Comcast shall provide such service at non-discriminatory monthly rates for Residential Subscribers, consistent with Applicable Law.

(B) An agreement to access a Multiple Dwelling Unit shall comply with all applicable FCC regulations and orders regarding bulk service agreements for Multiple Dwelling Units, and Comcast specifically agrees to comply with 47 C.F.R. § 76.2000, as amended. The Town acknowledges that Comcast cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Investment in and expansion of Comcast's Cable System will be driven by market success, and not a contractual requirement for universal service. While this Franchise grants Comcast the right to serve the entire Town, the parties acknowledge that Comcast shall have the sole discretion to determine where and when to offer Cable Services to Subscribers, in compliance with Applicable Law.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations.

(A) If the Town believes that Comcast has failed to perform any material obligation of this Agreement, the Town shall notify Comcast in writing, stating with specificity, the nature of the alleged violation. Comcast shall have thirty (30) days from the receipt of such notice to:

(1) Respond to the Town, contesting the Town's assertion that a violation has occurred, or notifying the Town that violation cannot be cured within thirty (30) days because of the nature of the alleged violation, and requesting a hearing in accordance with Subsection (B), below; or

(2) Cure the violation.

(B) If Comcast does not cure the violation within thirty (30) days, or denies the violation and requests a hearing, the Town shall set a public hearing on the violation. The Town shall provide not less than fourteen (14) days prior written notice of the hearing. At the hearing, Comcast shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense.

(C) If, after considering the evidence presented at the public hearing, the Town Council determines that a violation exists, the Town may order Comcast to remedy the violation within fourteen (14) days or within such other reasonable timeframe agreed to by the parties. If Comcast does not remedy the violation within such time to the Town's reasonable satisfaction, the Town may:

(1) Assess and collect monetary damages in accordance with this Agreement;

(2) Pursue the revocation of this Franchise pursuant to the procedures in subsection 13.2; and/or,

(3) Pursue any other legal or equitable remedy available under this Agreement or applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Town, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

13.2 Revocation.

(A) In addition to revocation in accordance with other provisions of this Franchise, the Town may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Comcast fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Town and Comcast;
- (2) If Comcast willfully fails for more than 48 hours to provide continuous and uninterrupted Cable Service;
- (3) If Comcast attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Town or Subscribers;
- (4) If Comcast becomes insolvent, or if there is an assignment for the benefit of Comcast's creditors; or
- (5) If Comcast makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in Section 13.1 and prior to forfeiture or termination of the Franchise, the Town shall give written notice to Comcast of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the Town Council and open to the public. Comcast shall be afforded at least 45 days prior written notice of such proceeding.

- (1) At such proceeding, Comcast shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The Town Council shall hear any Persons interested in the revocation, and shall allow Comcast, in particular, an opportunity to state its position on the matter.
- (2) Within 90 days after the hearing, the Town Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Comcast, direct Comcast to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Town Council determines are reasonable under the circumstances. If the Town determines that the Franchise is to be revoked, the Town shall set forth the reasons for such a decision and shall transmit a copy of the decision to Comcast. Comcast shall be bound by the Town's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within 15 days of the date of the decision.
- (3) Comcast shall be entitled to such relief as the Court may deem appropriate.
- (4) The Town Council may at its sole discretion take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation.

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Comcast to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six months, unless a sale of the Cable System can be closed sooner or Comcast demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Comcast's Cable System in accordance with the procedures set forth in Section 13.4.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Comcast's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Comcast shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Comcast's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Comcast shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Comcast fails to complete any removal required by subsection (B) to the Town's satisfaction, after written notice to Comcast, the Town may cause the work to be done and Comcast shall reimburse the Town for the costs incurred within 30 days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Comcast.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System.

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Comcast's Cable System. Comcast shall have 30 days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the Town's audit of a current profit and loss statement of Comcast. The Town shall pay for the Cable System in cash or certified funds, and Comcast shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this Section, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Comcast's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this

valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Comcast which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Comcast's Cable System.

13.5 Receivership and Foreclosure.

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every provision of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Comcast, the Town may serve notice of revocation on Comcast and to the purchaser at the sale, and the rights and privileges of Comcast under this Franchise shall be revoked 30 days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Town. Comcast shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

13.7 Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Comcast, or to seek and obtain judicial enforcement of Comcast's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Liquidated Damages.

(A) The Town and Comcast recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Town as a result of a violation by Comcast of this Franchise. Accordingly, instead of requiring such proof of actual loss, the Town and Comcast agree that Comcast shall pay to the Town the sums set forth in this Subsection.

Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the Town would suffer in the event of Comcast's violation.

In addition to any other remedy, the Town in its sole discretion may, after following the procedures as provided in this Section 13.1, charge to and collect from Comcast the following liquidated damages per day, for each day, or part thereof, the violation continues: (i) \$500 per day for general construction delays, violations of PEG obligations or payment obligations, (ii) \$250 per day for any other material breaches, or (iii) \$100 per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed 120 days per violation proceeding. To assess any amount from the letter of credit, Town shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and this Franchise.

(B) The assessment does not constitute a waiver by Town of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Comcast any additional damages, losses, costs and expenses that are incurred by Town by reason of the breach of this Franchise.

13.9 Effect of Abandonment. If Comcast abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until Comcast restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring Comcast to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, Comcast shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment. The Town shall be entitled to exercise its options in Section 13.9 if:

(A) Comcast fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four consecutive days, unless the Town authorizes a longer interruption of service; or

(B) Comcast, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal.

(A) The Town and Comcast agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Comcast of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Comcast under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Comcast and Town agree that at any time during the term of the then current Franchise, while affording the

public adequate notice and opportunity for comment, the Town and Comcast may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Comcast and Town consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

14.2 Transfer of Ownership or Control.

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council/Commission, acting by ordinance/resolution.

(B) Comcast shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Comcast. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Comcast shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Town and Comcast may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the Town fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the Town, Comcast shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Comcast and the transferee, and the transferee shall file its written acceptance

agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which Comcast is not replaced by another entity, Comcast will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Comcast shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this Section, the prior approval of the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Comcast, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Comcast may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Comcast's responsibility to meet all of its obligations under this Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Preferential or Discriminatory Practices Prohibited. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, Comcast agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Comcast further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Comcast shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

15.2 Notices. Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or Comcast by written notice at any time. At the Effective Date of this Franchise:

Comcast's address shall be:

Inc. Comcast of **COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON,**
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Town's address shall be:

Town of Parker
Attn: Town Manager's Office
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

15.3 Descriptive Headings. The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.4 Publication and Notice Costs to be Borne by Comcast. Comcast shall reimburse the Town for all costs incurred in publishing and noticing this Franchise and any hearings regarding this Franchise, if such publication and noticing is required.

15.5 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

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

15.7 Waiver. The failure of the Town at any time to require performance by Comcast of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8 Reasonableness of Consent or Approval. Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

15.10 Venue. Venue for any judicial dispute between the Town and Comcast arising under or out of this Franchise shall be in Douglas County, Colorado, or in the United States District Court in Denver.

15.11 Severability. If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Parker, Colorado this _____.

ATTEST:

TOWN OF PARKER, COLORADO:

Chris Vanderpool, Town Clerk

Joshua Rivero, Mayor

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

Accepted and approved this _____.

COMCAST OF **CALIFORNIA/COLORADO/FLORIDA/OREGON, Inc.**

EXHIBIT A

CUSTOMER SERVICE STANDARDS

I. POLICY

Comcast should resolve citizen complaints without delay and interference from the Town.

Where a given complaint is not addressed by Comcast to the citizen's satisfaction, the Town should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Town should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, Comcast shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. Comcast is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by Comcast over a Cable System, within the Town.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Town's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, Comcast, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that Comcast makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from Comcast.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to Comcast to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to Comcast by the Town.

"Franchising Authority" shall mean the Town of Parker.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by Comcast to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by Comcast to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of Comcast. Conditions which are not within the control of Comcast include, but are not

necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of Comcast include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of Comcast that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by Comcast necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Parker, Colorado

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Comcast's employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. Comcast shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request. Unless otherwise requested by the Town, Comcast shall post a sign at each Service Center,

visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact Comcast if the Service Center is not open at the times posted. Comcast shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with Comcast on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. Comcast shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. Comcast shall maintain local telephone access lines that shall be available 24 hours a day, 7 days a week for service/repair requests and billing/service inquiries.

3. Comcast shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within 60 seconds of the commencement of the recording. During Normal Business Hours, Comcast shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within 30 seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this 30 second telephone answer time requirement standard shall be met no less than 90% of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than 3% of the time. This standard shall be met 90% or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed 7-Day Residential Installation

a. Comcast shall complete all standard residential installations or modifications to service requested by customers within 7 business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to 125 feet from the existing distribution system. If the customer requests a nonstandard residential installation, or Comcast determines that a nonstandard residential installation is required, Comcast shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than 12 inches, or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as

may be agreed to by the parties if other construction concerns preclude the 12-inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between Comcast and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a 4-hour time block between the hours of 8:00 a.m. and 6:00 p.m., 6 days per week. Comcast may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection, "appointment window" means the period of time in which the representative of Comcast must arrive at the customer's location.

b. Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If Comcast is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, Comcast shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Comcast.

d. Comcast shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by Comcast. In such circumstances, Comcast shall contact the customer within 48 hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Comcast equipment failure, Comcast shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Comcast equipment failure shall be corrected by Comcast by the end of the next calendar day.

c. Records of Complaints.

i. Comcast shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and Comcast's actions in response to those complaints. These files shall remain available for viewing by the Town during normal business hours at Comcast's business office, and shall be retained by Comcast for a period of at least 3 years.

ii. Upon written request Comcast shall provide the Town an executive summary quarterly, which shall include information concerning customer complaints referred by the Town to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within 15 days after the end of each quarter. Once a request is made, it need not

be repeated and quarterly executive summaries shall be provided by Comcast until notified in writing by the Town that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by Comcast for each quarter and submitted to the Town by the 15th day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by Comcast until notified in writing by the Town that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. Comcast shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Town quarterly, upon written request, within 15 days after the end of each quarter. Such records shall be submitted to the Town with the records identified in Section 3.c.ii if so requested in writing, and shall be retained by Comcast for a period of 3 years.

e. All service outages and interruptions for any cause beyond the control of Comcast shall be corrected within 36 hours after the conditions beyond its control have been corrected.

4. TV Reception

a. Comcast shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). Comcast shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and 6:00 a.m.

b. If a customer experiences poor video or audio reception attributable to Comcast's equipment, Comcast shall:

- i. Assess the problem within 1 day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within 2 days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, Comcast shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Comcast. Comcast shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of Comcast's efforts to address the problem.

5. Problem Resolution. Comcast's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within 4 hours and resolve the problem within 48 hours or within such other time frame as is acceptable to the customer and Comcast.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, Comcast shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. Comcast shall allow at least 30 days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time Comcast may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by Comcast in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within 45 days of the beginning date of the applicable service period, Comcast may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within 52 days of the beginning date of the applicable service period, Comcast may disconnect the customer's service, provided it has provided 2 weeks notice to the customer that such disconnection may result.

c. Comcast shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever Comcast offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property. To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. Comcast shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by Comcast, any employee or agent of Comcast during installation or construction shall be restored to their prior condition or replaced within 7 days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within 7 days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. Comcast shall, at its own cost and expense, and in a manner approved by the property owner and the Town, restore any private property to as good condition as before the work causing such disturbance was initiated. Comcast shall repair, replace or compensate a property owner for any damage resulting from Comcast's installation, construction, service or

repair activities. If compensation is requested by the customer for damage caused by any Comcast activity, Comcast shall reimburse the property owner 100% percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, Comcast shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least 24 hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, 7 days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work Comcast shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Comcast personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, Comcast shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to Comcast.

2. Comcast shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by Comcast's customer service representatives for any hearing-impaired customer at no charge.

3. Comcast shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing Comcast with a letter from the customer's physician stating the need, or by making the request to Comcast's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, Comcast shall provide the following information, in clear, concise written form, easily accessible and located on Comcast's website (and in Spanish, when requested by the customer):

- a. Products and services offered by Comcast, including its channel lineup;
- b. Comcast's complete range of service options and the prices for these services;
- c. Comcast's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of Comcast, and the FCC;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, Comcast shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Town, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Town does not maintain a website with a complete copy of these Standards, Comcast shall be under no obligation to do so. If acceptable to a customer, Comcast may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, Comcast shall meet annually with the Town to review the format of Comcast's bills to customers. Whenever Comcast makes substantial changes to its billing format, it will contact the Town at least 30 days prior to the time such changes are to be effective, in order to inform the Town of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Town and the CCUA.

5. Comcast shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by Comcast.

6. All officers, agents, and employees of Comcast or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of Comcast. Comcast shall account for all identification cards at all times. Every vehicle of Comcast shall be clearly visually identified to the public as working for Comcast. Whenever Comcast work crew is in personal contact with customers or public

employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for Comcast.

7. Each CSR, technician or employee of Comcast in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, Comcast shall fully comply with all obligations under 47 U.S.C. § 551.

2. Collection and Use of Personally Identifiable Information.

a. Comcast shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by Comcast to the Customer and as otherwise authorized by applicable law.

b. Comcast shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of Comcast in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by Comcast) or on any of the facilities of Comcast that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. Comcast shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of Comcast in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by Comcast) or on any of the facilities of Comcast that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. Comcast shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of 30 days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, Comcast shall notify each Customer (that Comcast intends to disclose

information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. Comcast may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by Comcast to the Customer.

c. To the extent authorized by applicable law, Comcast may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by Comcast shall be made available for Customer examination within 30 days of receiving a request by a Customer to examine such information about himself or herself at the local offices of Comcast or other convenient place within the Town designated by Comcast, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, Comcast shall correct such information.

5. Privacy Notice to Customers

a. Comcast shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. § 551(a)(1), and shall provide a Customer a copy of such statement at the time Comcast enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, Comcast shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by Comcast that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by Comcast; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (*i.e.*, Comcast may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with

programming available from their account for Cable Services."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. Comcast shall include in its regular periodic reports to the Town required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Comcast during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of Comcast certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by Comcast; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law;

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that Comcast need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law; and

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or Comcast. Comcast shall meet with the Town if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Personally Identifiable Information. Nothing in this subsection III.F shall be construed to prevent the Town from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. § 551 and applicable laws.

8. Destruction of Personally Identifiable Information. Comcast shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. Comcast shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website "preference center" features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert

included with the Customer's monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by Comcast. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on Comcast's website. A Customer who provides Comcast with permission to disclose Personally Identifiable Information through any of the methods offered by Comcast shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in Comcast's bill (or other direct mail piece) to the Customer or a notice or message printed on Comcast's bill to the Customer, and on Comcast's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Town. These methods of notification to Customers may also include other comparable methods as submitted by Comcast and approved by the Town in its reasonable discretion.

G. Safety

Comcast shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever Comcast receives notice that an unsafe condition exists with respect to its equipment, Comcast shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies Comcast of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and Comcast shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then Comcast shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to Comcast

1. Comcast shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at Comcast's sole expense, consistent with Section III.E.1.e of these Standards.
2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to Comcast that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with

Comcast, or reasonable business practices. If a representative of the Town notifies Comcast of a customer complaint that has not previously been made by the customer to Comcast, the complaint shall be deemed to have been made by the customer as of the date of the Town's notice to Comcast.

3. At the conclusion of Comcast's investigation of a customer complaint, but in no more than 10 calendar days after receiving the complaint, Comcast shall notify the customer of the results of its investigation and its proposed action or credit.

4. Comcast shall also notify the customer of the customer's right to file a complaint with the Town in the event the customer is dissatisfied with Comcast's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Town.

5. Comcast shall immediately report all customer Escalated complaints that it does not find valid to the Town.

6. Comcast's complaint procedures shall be filed with the Town prior to implementation.

B. Complaints to the Town

1. Any customer who is dissatisfied with any proposed decision of Comcast or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Town.

2. The customer may initiate the review either by calling the Town or by filing a written complaint together with Comcast's written decision, if any, with the Town.

3. The customer shall make such filing and notification within 20 days of receipt of Comcast's decision or, if no decision has been provided, within 30 days after filing the original complaint with Comcast.

4. If the Town decides that further evidence is warranted, the Town shall require Comcast and the customer to submit, within 10 days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. Comcast and the customer shall produce any additional evidence, including any reports from Comcast, which the Town may deem necessary to an understanding and determination of the complaint.

6. The Town shall issue a determination within 15 days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Town may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

Comcast shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within 30 days of the written notification to Comcast by the Town that an alleged Franchise violation exists, Comcast shall deposit with an escrow agent approved by the Town

\$50,000 or, in the sole discretion of the Town, such lesser amount as the Town deems reasonable to protect subscribers within its jurisdiction. Alternatively, at Comcast's discretion, it may provide to the Town an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Town, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed \$100,000. The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Town. The escrowed funds or letter of credit shall be maintained by Comcast at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Town may require Comcast to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by Comcast of all its obligations under these Customer Service Standards.

4. The rights reserved to the Town with respect to the Security Fund are in addition to all other rights of the Town, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Town may otherwise have.

D. Verification of Compliance

Comcast shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Town.

E. Procedure for Remedying Violations

1. If the Town has reason to believe that Comcast has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Town may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Town determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Town may:

a. Impose assessments of up to \$1,000 per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of Comcast in the matter and/or

- d. Grant a specific solution as determined by the Town; and/or
- e. Except for in emergency situations, withhold licenses and permits for work by Comcast or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of Comcast under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast

Quarterly Executive Summary - Escalated Complaints

Section 7.6 (B) of our Franchise Agreement

Quarter Ending _____, Year

[TOWN OF PARKER]

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	0

Complaints	
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COMCAST OF ~~COLORADO X, LLC~~ CALIFORNIA/COLORADO/FLORIDA/OREGON,
Inc. AND
TOWN OF PARKER, COLORADO

CABLE FRANCHISE AGREEMENT

TABLE OF CONTENTS

<i>SECTION 1. DEFINITIONS.....</i>	<i>1</i>
<i>SECTION 2. GRANT OF FRANCHISE.....</i>	<i>5</i>
2.1 Grant.....	5
2.2 Use of Rights-of-Way.	6
2.3 Effective Date and Term.	7
2.5 Police Power.	7
2.6 Competitive Equity.	7
2.7 Familiarity with Franchise.	8
2.8 Effect of Acceptance.	8
<i>SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS</i>	<i>8</i>
3.1 Franchise Fee.	8
3.2 Payments.	8
3.3 Acceptance of Payment and Recomputation.	8
3.4 Quarterly Reports.	8
3.5 Annual Reports.	8
3.6 Audits.	9
3.7 Late Payments.	9
3.8 Underpayments.	9
3.9 Alternative Compensation.....	9
3.10 Maximum Legal Compensation.....	9
3.11 Additional Commitments Not Franchise Fee Payments.....	10
3.12 Tax Liability.	10
3.13 Financial Records.....	10
3.14 Payment on Termination.	10
<i>SECTION 4. ADMINISTRATION AND REGULATION.....</i>	<i>10</i>
4.1 Authority.	10
4.2 Rates and Charges.	10
4.3 Rate Discrimination.	10
4.4 Filing of Rates and Charges.	11
4.5 Cross Subsidization.....	11
4.6 Reserved Authority.	11
4.7 Time Limits Strictly Construed.....	11
4.8 Franchise Amendment Procedure.	11

4.9	Performance Evaluations.	12
4.10	Late Fees.	12
4.11	Force Majeure.	12
SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS.....		12
5.1	Indemnification.	12
5.2	Insurance.	14
5.3	Deductibles/Certificate of Insurance.....	14
5.4	Letter of Credit.....	15
SECTION 6. CUSTOMER SERVICE.....		16
6.1	Customer Service Standards.	16
6.2	Subscriber Privacy.	16
6.3	Subscriber Contracts.	16
6.4	Advance Notice to Town.	16
6.5	Identification of Local Franchise Authority on Subscriber Bills.....	16
SECTION 7. REPORTS AND RECORDS.....		16
7.1	Open Records.	16
7.2	Confidentiality.	16
7.3	Records Required.	17
7.4	Annual Reports.	17
7.5	Copies of Federal and State Reports.....	18
7.6	Complaint File and Reports.	18
7.7	Failure to Report.	18
7.8	False Statements.....	18
SECTION 8. PROGRAMMING		19
8.1	Broad Programming Categories.....	19
8.2	Deletion or Reduction of Broad Programming Categories.....	19
8.3	Obscenity.	19
8.4	Parental Control Device.....	19
8.5	Continuity of Service Mandatory.....	19
8.6	Services for the Disabled.	20
SECTION 9. <u>ACCESS PUBLIC, EDUCATIONAL, and GOVERNMENT</u>.....		20
9.1	Designated Access Providers Capital Grant.	20
9.2	Channel Capacity and Use.....	20
9.3	Access Channel Assignments.....	22
9.4	Relocation of Access Channels.....	22
9.5	Web-Based Video On Demand and Streaming.....	22
9.6	Support for Access Costs.....	23
9.7	Access Support Not Franchise Fees.....	23

9.8	Access Channels On Basic Service or Lowest Priced HD Service Tier.....	23
9.9	Change In Technology.....	23
9.10	Technical Quality.....	23
9.11	Access Cooperation.....	24
9.12	Return Lines/Access Origination.....	24

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION24

10.1	Right to Construct.....	24
10.2	Right-of-Way Meetings.....	24
10.3	Joint Trenching/Boring Meetings.....	24
10.4	General Standard.....	25
10.5	Permits Required for Construction.....	25
10.6	Emergency Permits.....	25
10.7	Compliance with Applicable Codes.....	25
10.8	GIS Mapping.....	25
10.9	Minimal Interference.....	25
10.10	Prevent Injury/Safety.....	26
10.11	Hazardous Substances.....	26
10.12	Locates.....	26
10.13	Notice to Private Property Owners.....	26
10.14	Underground Construction and Use of Poles.....	26
10.15	Undergrounding of Multiple Dwelling Unit Drops.....	27
10.16	Burial Standards.....	27
10.17	Cable Drop Bonding.....	28
10.18	Prewiring.....	28
10.19	Repair and Restoration of Property.....	28
10.20	Use of Conduits by the Town.....	28
10.21	Common Users.....	29
10.22	Acquisition of Facilities.....	30
10.23	Discontinuing Use/Abandonment of Cable System Facilities.....	30
10.24	Movement of Cable System Facilities For Town Purposes.....	30
10.25	Movement of Cable System Facilities for Other Franchise Holders.....	31
10.26	Temporary Changes for Other Permittees.....	31
10.27	Reservation of Town Use of Right-of-Way.....	31
10.28	Tree Trimming.....	31
10.29	Inspection of Construction and Facilities.....	32
10.30	Stop Work.....	32
10.31	Work of Contractors and Subcontractors.....	32

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING32

11.1	Subscriber Network.....	32
11.2	Technology Assessment.....	33
11.3	Standby Power.....	33
11.4	Emergency Alert Capability.....	33
11.5	Technical Performance.....	33

11.6	Cable System Performance Testing.	33
11.7	Additional Tests.	34
SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS.....		35
12.1	Service Availability.....	35
SECTION 13. FRANCHISE VIOLATIONS.....		36
13.1	Procedure for Remedying Franchise Violations.	36
13.2	Revocation.	37
13.3	Procedures in the Event of Termination or Revocation.	38
13.4	Purchase of Cable System.....	38
13.5	Receivership and Foreclosure.	39
13.6	No Monetary Recourse Against the Town.....	39
13.7	Alternative Remedies.	39
13.8	Liquidated Damages.	39
13.9	Effect of Abandonment.	40
13.10	What Constitutes Abandonment.....	40
SECTION 14. FRANCHISE RENEWAL AND TRANSFER.....		40
14.1	Renewal.....	40
14.2	Transfer of Ownership or Control.....	41
SECTION 15. MISCELLANEOUS PROVISIONS		42
15.1	Preferential or Discriminatory Practices Prohibited.	42
15.2	Notices.	42
15.3	Descriptive Headings.	43
15.4	Publication and Notice Costs to be Borne by Comcast.	43
15.5	Binding Effect.	43
15.6	No Joint Venture.	43
15.7	Waiver.....	43
15.8	Reasonableness of Consent or Approval.	43
15.9	Entire Agreement.	43
15.10	Venue.....	43
15.11	Severability.....	43
EXHIBIT A: Customer Service Standards		
EXHIBIT B: Report Form		

**COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, Inc.COMCAST OF
COLORADO X, LLC AND
TOWN OF PARKER, COLORADO
CABLE FRANCHISE AGREEMENT**

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the Town and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including without limitation:

a. "Public Access" means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Subscribers and shall be allocated on a *pro rata* basis using total Subscribers reached by the advertising, and all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the Town allocated using total Subscribers reached by the advertising.

1.5 "Affiliate," when used in connection with Comcast, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Comcast.

1.6 "Applicable Law" means any applicable statute, ordinance, judicial decision, executive order or regulation or FCC rule or regulation..

1.7 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Comcast, but not collected after reasonable efforts have been made by Comcast to collect the charges.

1.8 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, ~~all PEG SD Access Channels required in this Franchise~~, and any additional Programming added by Comcast, and is made available to all Cable Service Subscribers in the Franchise Area.

1.9 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.10 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.11 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.12 "Cable Operator" means any Person or groups of Persons, including Comcast, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

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

1.14 "Cable System" means any facility, including Comcast's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Rights-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201, *et seq.*), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.15 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.16 "Town" is the Town of Parker Colorado, a body politic and corporate under the laws of the State of Colorado.

1.17 "Town Council" means the Parker Town Council.

1.18 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.19 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

~~1.20 "Designated Access Provider" means an entity, including the Town if applicable, designated by the Town to manage or co-manage Access Channels and facilities.~~

1.21 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.22 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.23 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.24 "FCC" means the Federal Communications Commission.

1.25 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.26 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Comcast, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.27 "Franchise Area" means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.28 "Franchise Fee" means that fee payable to the Town described in Section 3.1 (A).

1.29 "Comcast" means **COMCAST OF CALIFORNIA/ COLORADO/ FLORIDA/ OREGON, Inc.**~~Comcast of Colorado X, LLC~~ or its lawful successor, transferee or assignee.

1.30 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliated Entity that is the operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the Town. Gross revenues include without limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in Subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Subscribers within the Town; converter, remote control, and other Cable Service equipment rentals, leases, or sales; Advertising Revenues; late fees, convenience fees and administrative fees which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the Town; revenues from program guides; Franchise Fees; FCC Regulatory Fees; and commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a *pro rata* basis using total Subscribers within the Town. "Gross Revenues" shall not include: actual bad debt write-offs, except any

portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the Town; any taxes and/or fees on services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee; fees imposed by any municipality, state or other governmental unit on Comcast including but not limited to Public, Educational and Governmental (PEG) Fees; launch fees and marketing co-op fees; and unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues. To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Comcast derives revenues in the Town. The Town reserves its right to review and to challenge Comcast's calculations. Comcast reserves the right to change the allocation methodologies set forth in this Section 1.30 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Comcast shall explain and document the required changes to the Town within three months of making such changes, and as part of any audit or review of franchise fee payments. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the foregoing, the Town reserves its right to challenge Comcast's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.31 "Headend" means any facility for signal reception and dissemination of a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.32 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Comcast, for a fee or charge.

1.33 "Manager" means the Parker Town Manager or designee.

1.34 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.35 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.36 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.37 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.38 "State" means the State of Colorado.

1.39 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Comcast by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Comcast's Cable System, and who is in compliance with Comcast's regular and nondiscriminatory terms and conditions for receipt of service.

1.40 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. § 153(43)).

1.41 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. § 153(46)).

1.42 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.43 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant.

(A) The Town hereby grants to Comcast a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Comcast with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Parker Home Rule Charter, and the ordinances and regulations enacted pursuant thereto. The Charter and the Parker Municipal Code, as amended, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Comcast under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Comcast provide service other than Cable Service.

(E) Comcast promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Comcast directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Comcast by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, or authorization required by the Town for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide Comcast with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize Comcast to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to the provision of non-Cable Services, or to the imposition of any lawful conditions on Comcast with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Comcast of any obligation it may have to obtain from the Town an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities.

2.2 Use of Rights-of-Way.

(A) Subject to the Town's supervision and control, Comcast may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. However, Comcast shall remove any such wire, cable, conductor, duct, conduit, vault, manhole, amplifier, pedestal, attachment and other property installed in the Right-of-Way when it is no longer needed or at the request of the Town. Comcast, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Rights-of-Way in compliance with all applicable Town regulations. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Comcast shall follow Town established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the

Rights-of-Way, and shall install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to particular Rights-of-Way; may deny access if Comcast is not willing to comply with the Town's requirements; and may remove, or require removal of, any facility that is not installed by Comcast in compliance with applicable regulations, or which is installed without prior Town approval of the time, place or manner of installation, and charge Comcast for all costs associated with removal; and may require Comcast to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term. This Franchise and the rights, privileges and authority granted hereunder shall take effect on ~~July 1, 2014~~the date it is fully executed by the parties (the "Effective Date"), and shall terminate ~~on June 30, 2024~~ten (10) years thereafter unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive. This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Comcast hereunder. The Town may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Comcast's authority under this Franchise and for such additional franchises for Cable Systems as the Town deems appropriate.

2.5 Police Power. Comcast's rights hereunder are subject to the police power of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Comcast agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police power shall be resolved in favor of the latter.

2.6 Competitive Equity.

(A) Comcast acknowledges and agrees that the ~~City-Town~~ reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the ~~City-Town~~. If the ~~City-Town~~ grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Comcast's material obligations under this Franchise, then the ~~City-Town~~ agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive

entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6(A) shall only be initiated by written notice by Comcast to the City-Town regarding specified franchise obligations. Comcast's notice shall: (1) identify the specific terms or conditions in the competitive cable services franchise which are materially different from Comcast's obligations under this Franchise; (2) identify the Franchise terms and conditions for which Comcast is seeking amendments; (3) provide text for any proposed Franchise amendments to the CityTown, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Comcast's written notice as provided in Section 2.6(B), the City-Town and Comcast agree that they will use best efforts in good faith to negotiate Comcast's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City-Town and Comcast reach agreement on the Franchise modifications pursuant to such negotiations, then the City-Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6(C), or if the City-Town and Comcast fail to reach agreement in such negotiations, Comcast may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City-Town grants to another provider of Cable Services, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Comcast so elects, the City-Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the City-Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the CityTown.

(F) Notwithstanding any provision to the contrary, at any time that non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the CityTown, then:

(1) Comcast may negotiate with the City-Town to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Comcast's Franchise shall, upon 90 days written notice from Comcast, be shortened so that the Franchise shall be deemed to expire on a date 18 months from the first day of the month following the date of Comcast's notice; or,

(b) Comcast may assert, at Comcast's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise. Comcast acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. Comcast further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance. By accepting the Franchise, Comcast: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee. As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Rights-of-Way, Comcast shall continue to pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Comcast's Gross Revenues.

3.2 Payments. Comcast's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 30 days after said dates.

3.3 Acceptance of Payment and Recomputation. No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Comcast.

3.4 Quarterly Reports. Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Comcast, containing an accurate statement in summarized form, as well as in detail, of Comcast's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Reports. Comcast shall, within 60 days after the end of each year, furnish to the Town a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits. On an annual basis, upon 30 days prior written notice, the Town, including the Town's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Comcast's records reasonably related to the administration or enforcement of this Franchise. Pursuant to Section 1.30, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Comcast offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Comcast's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Subscribers during the audit period. To the extent that the Town does not believe

that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section, "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Comcast to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Comcast shall pay the total cost of the audit/review, such cost not to exceed \$24,000 over 3 years of the audit period. The Town's right to audit/review and Comcast's obligation to retain records under this Section shall expire three years after each Franchise Fee payment has been made to the Town.

3.7 Late Payments. In the event any payment due quarterly is not received within 30 days from the end of the calendar quarter, Comcast shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

3.8 Underpayments. If a net Franchise Fee underpayment is discovered as the result of an audit, Comcast shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Comcast remits the underpayment to the Town.

3.9 Alternative Compensation. In the event the obligation of Comcast to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Comcast shall pay to the Town compensation equivalent to the compensation paid to the Town by other similarly situated users of the Rights-of-Way for Comcast's use of the Rights-of-Way, provided that in no event shall such payments exceed the equivalent of 5% of Comcast's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation. The parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the Town to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Comcast to the Town hereunder, provided that Comcast has received at least 90 days prior written notice from the Town of such amendment, and so long as all Comcast in the Town are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments. No term or condition in this Franchise, including the funding required by Section 9, shall affect Comcast's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than 5% of Comcast's Gross Revenues in any 12 month period, Comcast agrees that the additional commitments herein are not Franchise Fees as defined under any federal law, nor are they to be offset or credited against any Franchise Fee payments due to the Town, nor do they represent an increase in Franchise Fees.

3.12 Tax Liability. The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any

law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Comcast from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Comcast that may be lawfully imposed by the Town. Any other fees, taxes or charges shall be of general applicability in nature and shall not be levied against Comcast solely because of its status as a Cable Operator, or against Subscribers solely because of their status as such.

3.13 Financial Records. Comcast agrees to meet with a representative of the Town upon request to review Comcast's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

3.14 Payment on Termination. If this Franchise terminates for any reason, Comcast shall file with the Town within 90 days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Comcast since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of Comcast to the Town by utilizing the funds available in the letter of credit or other security provided by Comcast.

3.15 Reports. Comcast shall provide all reports required under this Section 3 without request from the Town.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority.

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Applicable Law to any agent, in its sole discretion.

(B) Nothing in this Franchise shall limit or expand the Town's right of eminent domain under State law.

4.2 Rates and Charges. All of Comcast's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by Applicable Law.

4.3 Rate Discrimination. All of Comcast's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Comcast shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town. Comcast shall offer the same Cable Services to all Residential Subscribers and Multiple Dwelling Unit Subscribers at identical rates to the extent required by Applicable Law. Comcast shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Comcast due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring

or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Comcast. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,
- (B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,
- (C) The offering of rate discounts for Cable Service; or,
- (D) Comcast from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges.

- (A) Throughout the term of this Franchise, Comcast shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this Section shall be construed to require Comcast to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.
- (B) Upon request of the Town, Comcast shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Comcast. The schedule shall include a description of the price, terms, and conditions established by Comcast for Leased Access Channels.

4.5 Cross Subsidization. Comcast shall comply with Applicable Law regarding rates for Cable Services and issues of cross subsidization.

4.6 Reserved Authority. Both Comcast and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Time Limits Strictly Construed. Whenever this Franchise sets forth a time for any act to be performed by Comcast, such time shall be deemed to be of the essence, and any failure of Comcast to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

4.8 Franchise Amendment Procedure. Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the Town and Comcast shall meet to discuss the proposed amendment(s). If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations.

- (A) The Town may hold performance evaluation sessions upon 90 days written notice, provided that such evaluation sessions shall be held no more frequently than once every two years. All such evaluation sessions shall be conducted by the Town.
- (B) Special evaluation sessions may be held at any time by the Town during the term of this Franchise, upon 90 days written notice to Comcast.
- (C) All regular evaluation sessions shall be open to the public and announced at least two weeks in advance in any manner within the discretion of the Town. Comcast shall also include

with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Town, provided Comcast receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Town or Comcast's rules; provided that nothing in this Section shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this Section, Comcast shall fully cooperate with the Town and shall provide such information and documents as the Town may reasonably require to perform the evaluation.

4.10 Late Fees.

(A) For purposes of this Section, any assessment, charge, cost, fee or sum, however characterized, that Comcast imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Customer Service Standards, as amended.

(B) Nothing in this Section shall be deemed to create, limit or otherwise affect the ability of Comcast, if any, to impose other assessments, charges, fees or sums other than those permitted by this Section, for Comcast's other services or activities it performs in compliance with Applicable Law.

(C) Comcast's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this Section, shall apply equally in all parts of the Town without regard to the neighborhood or income level of the Subscriber.

4.11 Force Majeure. ~~Comcast shall not be held in violation of this Agreement for any act caused by circumstances reasonably beyond the ability of Comcast to anticipate and control, including war, riots, civil disturbances, floods, severe adverse weather conditions or other natural catastrophes, labor stoppages or power outages exceeding back-up power supplies. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" shall mean a cause or event that: a) is not reasonably foreseeable, b) is not otherwise caused by or under the reasonable control of the party claiming a Force Majeure Event, c) could not reasonably have been expected to be taken into account at the time of contract formation, d) cannot reasonably be prevented, avoided, delayed, or mitigated despite the reasonable efforts of the nonperforming party, and e) materially affects a party's ability to perform. Force Majeure Events are events which meet the five-part test set forth in this section, and may include, without limitation, acts of god, natural disasters, civil or military disturbances, explosions, riots, wars, sabotage, terrorism, epidemics and pandemics, breakdown of communication facilities, injunctions, or labor strikes. For the avoidance of doubt, Force Majeure Event shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the nonperformance or delay of a subcontractor.~~

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification.

(A) General Indemnification. Comcast shall indemnify, defend and hold the Town and its officers, officials, boards, commissions, agents and employees harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Comcast, its agents, or its employees, or by reason of any neglect or omission of Comcast. Comcast shall consult and cooperate with the Town while conducting its defense of the Town.

(B) Indemnification for Relocation. Comcast shall indemnify, defend and hold the Town and its officials, boards, commissions, agents and employees harmless from any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Comcast's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Comcast shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Town in granting this Franchise.

(2) Damages arising out of any failure by Comcast to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Comcast, which defense shall be at Comcast's expense. The Town may participate in the defense of a claim, but if Comcast provides a defense at Comcast's expense then Comcast shall not be liable for any attorney fees, expenses or other costs that the Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Section 5.1(F) is required. In that event the provisions of Section 5.1(F) shall govern Comcast's responsibility for the Town's attorney fees, expenses or other costs. In any event, Comcast may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-waiver. The fact that Comcast carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Comcast's duty of defense and indemnification under this Section.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Comcast to represent the Town, Comcast shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Comcast; provided, however, that in the event that such separate representation is or becomes necessary, and the Town desires to hire counsel or

any other outside experts or consultants and desires Comcast to pay those expenses, then the Town shall obtain Comcast's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents.

(G) The provisions of this Section shall survive the termination of this Franchise unless superseded by indemnification provisions in a new franchise or in federal or state law.

5.2 Insurance.

(A) Comcast shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Town, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of \$1,000,000 each occurrence with respect to each of Comcast's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the Town, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Comcast shall provide a replacement policy. Comcast agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles/Certificate of Insurance. Any deductible of the policies shall not in any way limit Comcast's liability to the Town.

(A) Endorsements. All policies shall contain, or shall be endorsed so that:

(1) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Comcast under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(2) Comcast's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions,

employees and agents shall be in excess of Comcast's insurance and shall not contribute to it; and

(3) Comcast's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Comcast shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. Comcast shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the Town certifying insurance coverage as required above, Comcast may provide self-insurance in the same amount and level of protection for Comcast and Town, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Town.

5.4 Letter of Credit.

(A) If there is a claim by the Town of an uncured breach by Comcast of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Comcast shall establish and provide within 30 days from receiving notice from the Town, to the Town as security for the faithful performance by Comcast of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of \$50,000.

(B) In the event that Comcast establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained \$50,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Town as set forth in Sections 5.4(A) and (B), if the Town is a member of CCUA, and if Comcast provides a Letter of Credit to CCUA in an amount agreed to between Comcast and CCUA for the benefit of its members, in order to collectively address claims referenced in Section 5.4(A), Comcast shall not be required to provide a separate Letter of Credit to the Town.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Comcast to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Comcast;
- (3) Monetary remedies or damages assessed against Comcast due to default or breach of Franchise requirements; and,
- (4) Failure to comply with the Customer Service Standards, as amended.

(E) The Town shall give Comcast written notice of any withdrawal under this Section upon such withdrawal. Within seven days following receipt of such notice, Comcast shall restore the letter of credit to the amount required under this Franchise.

(F) Comcast shall have the right to appeal to the Town Council for reimbursement in the event Comcast believes that the letter of credit was drawn upon improperly. Comcast shall also have the right of judicial appeal if Comcast believes the letter of credit was drawn on improperly.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards. Comcast shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Service Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A and incorporated herein by this reference. Comcast reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy. Comcast shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts. Comcast shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Comcast will provide to the Town a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Town. Comcast shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills. Within 60 days after written request from the Town, Comcast shall place the Town's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records. Comcast shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town and its authorized representatives shall have access to, and the right to inspect, any books and records of Comcast, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Comcast shall not deny the Town access to any of Comcast's records on the basis that Comcast's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Comcast shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the Town, at the sole expense of Comcast. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Comcast may request, in writing within 10 days, that the Town inspect them at Comcast's local offices. If any books or records of Comcast are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties,

administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Comcast.

7.2 Confidentiality. The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Comcast makes the Town aware of such confidentiality. Comcast shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records, it shall advise Comcast in advance so that Comcast may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Comcast as confidential, the Town shall, so far as consistent with Applicable Law, advise Comcast and provide Comcast with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Comcast's books and records marked confidential as set forth above to any Person. Comcast shall reimburse the Town for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required.

(A) Comcast shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

- (1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Comcast's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of Comcast;
- (2) A copy of all FCC filings on behalf of Comcast, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;
- (3) Current Subscriber Records and information;
- (4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and
- (5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to Section 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports. Within 60 days of the Town's written request, Comcast shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

(A) A Gross Revenue statement, as required by Section 3.5;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Comcast filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective, and need only be made once. Such a request shall require Comcast to continue to provide the reports annually, until further written notice from the Town to the contrary.

7.5 Copies of Federal and State Reports. Within 30 days of a written request, Comcast shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Comcast or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Comcast's Cable System in the Town. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports.

(A) Comcast shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Comcast's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Comcast's local business office.

(B) Within 30 days of a written request, Comcast shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Town to Comcast; and,
- (4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective, and need only be made once. Such a request shall require Comcast to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

7.7 Failure to Report. The failure or neglect of Comcast to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

7.8 False Statements. Any false or misleading statement or representation in any report required by this Franchise (excluding clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Comcast to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories. Comcast shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather and information; and,
- ~~(J) Public, Educational and Government Access, to the extent required by this Franchise.~~

8.2 Deletion or Reduction of Broad Programming Categories.

- (A) Comcast shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Town.
- (B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Comcast on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity. Comcast shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Comcast shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Comcast's officers or employees or agents have permitted programming which is obscene under, or violative of, any Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Comcast's editorial control. Comcast shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device. Upon request by any Subscriber, Comcast shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Comcast shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and

periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Comcast insofar as their financial and other obligations to Comcast are honored. Comcast shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this Section, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of the grantee of this Franchise, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Comcast shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers.

(C) In the event Comcast fails to operate the Cable System for four consecutive days without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Comcast restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Comcast, Comcast shall reimburse the Town for all reasonable costs or damages that are the result of Comcast's failure to perform.

8.6 Services for the Disabled. Comcast shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS PUBLIC, EDUCATIONAL, and GOVERNMENT

9.1 Designated Access Providers Capital Grant.

In recognition of the Grantor's Town's demonstration of its community needs and interests related to online Access Programming operation, Grantee Comcast agrees to provide an Access Programming capital equipment grant of ten thousand (\$10,000) dollars ("Grant") to the Grantor Town. The Town may use the Grant for purposes that include, but are not limited to, equipment used to stream meetings, such as cameras and other audio-visual equipment. The Grant shall be delivered within one hundred twenty (120) ninety (90) days of written request. Grantee Comcast shall be entitled to recover the Grant in any manner consistent with Applicable Law.

~~(A) The Town shall have the sole and exclusive responsibility for identifying the Designated Access Providers and to control and manage the use of any or all Access Facilities provided by Comcast. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").~~

~~(B) Comcast shall cooperate with the Town in the Town's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.~~

9.2 Channel Capacity and Use.

~~(A) — Upon 120 days written notice from the Town, after the completion of construction of the Fiber Optic return line pursuant to Section 9.12A and once the equipment in connection therewith is made operational, Comcast shall make available to Town 1 Downstream Channel for PEG use, as provided for in this Section.~~

~~(B) — Comcast shall have the right to temporarily use the Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within sixty (60) days after a written request for such use is submitted to Town, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six month period. Programming that is repeated on an Access Channel up to 2 times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this Section, but may be counted towards the total average hours only with respect to the Channel provided to the Town. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Comcast in accordance with the terms of this Section, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. Town shall request return of such Channel space by delivering written notice to Comcast stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this Section. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Comcast of such written notice.~~

~~(C) — High Definition ("HD") Digital Access Channels.~~

~~(1) — Pursuant to this Section, Comcast shall activate 1 HD Access Channel, for which the Town may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. Activation of such HD Access Channel shall only occur after the following conditions are satisfied:~~

~~(a) — The Town shall, in its written notice to Comcast as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel; and,~~

~~(b) — There will be a minimum of five hours per day, five days per week of HD PEG programming available for the HD Access Channel.~~

~~(2) — The Town shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or 1080i, or such other resolution in this same range that Comcast utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.~~

~~(3) — Comcast shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Comcast shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access~~

~~Channel signal delivered to Comcast, but Comcast shall distribute the HD Access Channel signal without degradation. Comcast shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the Town, Comcast shall verify signal delivery to Subscribers with the Town, consistent with the requirements of this Section 9.2(C).~~

~~(4) — HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Comcast is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.~~

~~(5) — The Town or a Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.~~

~~(6) — Comcast shall cooperate with the Town to procure and provide, at the Town's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Comcast's headend and through Comcast's distribution system, in order to deliver the HD Access Channels. The Town shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Comcast to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The Town and Comcast agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act, 47 U.S.C.A. § 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.~~

~~(D) — There shall be no restriction on Comcast's technology used to deploy and deliver HD signals so long as the requirements of the Franchise are otherwise met. Comcast may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the Town believes that Comcast fails to meet this standard, the Town will notify Comcast of such concern, and Comcast will respond to any complaints in a timely manner.~~

~~**9.3 — Access Channel Assignments.** Comcast will use reasonable efforts to minimize the movement of Access Channel assignments.~~

~~**9.4 — Relocation of Access Channels.** Comcast shall provide the Town with a minimum of 60 days' notice, and use its best efforts to provide 120 days notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.~~

~~**9.5 — Web-Based Video On Demand and Streaming.**~~

~~(A) — After the activation of the Downstream Channel for PEG pursuant to Section 9.2, upon 120 days written notice from the Town, Comcast shall provide at no cost to the Town, at The Parker Town Hall located at 20120 Main St., Parker CO, 80138, a business class broadband~~

~~connection, broadband service and all necessary hardware, to enable the Town's delivery of web-based PEG content. The Town shall be responsible for any additional construction costs necessary for the installation of this business class broadband connection. If, during the term of this Franchise, the Town moves its location and such new location does not have the capacity to connect and receive the broadband service described in this Section 9.5(A), the cost of upgrading the network to enable such service shall be incurred by the Town. The broadband connection provided herein shall be used exclusively for web-based on demand Access programming and/or web-based video streaming of Access content. Within 90 days after written request of the Town, Comcast shall additionally provide a one-time grant of funding, in an amount not to exceed \$2,000 which the Town shall use to acquire and/or for replacement costs for a video on demand server for facilitating the web-based Access programming described in this Section 9.5.~~

~~(B) — A Designated Access Provider may provide web-based video on demand programming on line; provided however, that such Designated Access Provider shall be responsible for its own costs related to a video on demand server, broadband connection and service and any other associated equipment.~~

~~(C) — For all Designated Access Provider's web-based on demand Access programming facilitated through the broadband connection and service described in this Section 9.5, Comcast shall be permitted to provide its logo which shall be displayed on the main web page for the web-based Access programming, in a manner reasonably similar to Comcast's logo display found on its Project Open Voice web-based supported programming. Notwithstanding the foregoing, the size of the Designated Access Provider's logos may be as large as or larger than Comcast's logo, in the Designated Access Provider's sole reasonable discretion.~~

~~(D) — Any costs incurred by Comcast in facilitating the web-based on demand Access programming described in this Section 9.5 may be recovered from Subscribers by Comcast in accordance with Applicable Law.~~

9.6 — Support for Access Costs. Within 90 days of a written request by the Town, Comcast shall provide up to \$0.50 per month per Residential Subscriber (the "PEG Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access and the web based on demand Access programming or as may be permitted by Applicable Law.

9.7 — Access Support Not Franchise Fees. Comcast agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Comcast's obligations to pay Franchise Fees to the Town. Comcast agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Comcast's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.8 — Access Channels On Basic Service or Lowest Priced HD Service Tier. The HD Access Channel provided pursuant to this Franchise shall be included by Comcast, without limitation, as part of the lowest priced tier of HD Cable Service upon which Comcast provides HD programming content.

9.9 — Change In Technology. If Comcast makes any change in the Cable System and related equipment and Facilities or in Comcast's signal delivery technology which directly or indirectly

affects the signal quality or transmission of Access services or programming, Comcast shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Town's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the Town implements a new video delivery technology that is currently offered and can be accommodated on Comcast's local Cable System then the same provisions above shall apply. If the Town implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by Comcast's Cable System, then the Town shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to Comcast's Headend for distribution to subscribers.

9.10 — Technical Quality. Comcast shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for Residential Subscriber Channels. Comcast shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from Town's facilities for the Access Channels provided under this Franchise. Comcast shall also provide, if requested in advance by the Town, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the Town's side of the demarcation point. The Town shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The Town will be responsible for the cost of repairing and/or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the Town's and/or its Designated Access Providers' HD Access programming.

9.11 — Access Cooperation. The Town may designate any other jurisdiction which has entered into an agreement with Comcast or an Affiliate of Comcast based upon this Franchise, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due to the Town hereunder, or to share in the use of Access Facilities hereunder. The purpose of this Section shall be to allow cooperation in the use of Access and the application of any provision under this Section as the Town in its sole discretion deems appropriate, and Comcast shall cooperate fully with, and in, any such arrangements by the Town.

9.12 — Return Lines/Access Origination.

(A) — If requested in writing by the Town, Comcast shall construct and maintain a Fiber Optic return line to the Headend from the production facilities of the Town or Designated Access Provider as requested in writing by the Town. The new return line shall be completed within one year from the written request of the Town, or as otherwise agreed to by the parties. All actual construction costs incurred by Comcast from the nearest interconnection point to the Town or Designated Access Provider shall be paid by the Town or the Designated Access Provider.

(B) — Comcast shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Residential Subscribers as requested in writing by the Town. All actual construction costs incurred by Comcast from the nearest interconnection point to the Designated Access Provider shall be paid by the Town or the Designated Access Provider. The new return

~~line shall be completed within one year from the request of the Town or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.~~

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct. Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Town and the provisions of this Franchise, Comcast may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Comcast's Cable System.

10.2 Right-of-Way Meetings. Comcast shall regularly attend and participate in meetings of the Town, of which Comcast is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings. Comcast will regularly attend and participate in planning meetings of the Town, of which Comcast is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Comcast shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

10.4 General Standard. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction. Prior to doing any work in the Right-of Way or other public property, Comcast shall apply for, and obtain, appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Comcast shall pay all applicable fees for the requisite Town permits received by Comcast.

10.6 Emergency Permits. In the event that emergency repairs are necessary, Comcast shall immediately notify the Town of the need for such repairs. Comcast may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

10.7 Compliance with Applicable Codes.

(A) Town Construction Codes. Comcast shall comply with all applicable Town construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association ("EIA"), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and

regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) **Safety Codes.** Comcast shall comply with all federal, State and Town safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Comcast shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping. Comcast shall comply with any generally applicable ordinances, rules and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference. Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Comcast's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. Comcast's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Comcast's lines, cables, equipment and other appurtenances from the property in question at Comcast's expense.

10.10 Prevent Injury/Safety. Comcast shall provide and use any equipment and facilities necessary to control and carry Comcast's signals so as to prevent injury to the Town's property or property belonging to any Person. Comcast, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Comcast in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances.

(A) Comcast shall comply with Applicable Law concerning hazardous substances relating to Comcast's Cable System.

(B) Upon reasonable notice to Comcast, the Town may inspect Comcast's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Comcast's Cable System. In removing or modifying Comcast's facilities, Comcast shall also remove all residue of hazardous substances related thereto.

(C) Comcast agrees to indemnify the Town against any claims, costs, and expenses of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by Comcast's Cable System.

10.12 Locates. Prior to doing any work in the Right-of-Way, Comcast shall give appropriate notices to the Town and to the notification association established in C.R.S. § 9-1.5-105, as

amended. Within 48 hours after the Town or any franchisee, licensee or permittee notifies Comcast of a proposed Right-of-Way excavation, Comcast shall, at Comcast's expense:

- (A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;
- (B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or
- (C) Notify the excavator that Comcast does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners. Comcast shall give notice to private property owners of work on or adjacent to private property in accordance with the Customer Service Standards, as amended.

10.14 Underground Construction and Use of Poles.

(A) When required by general ordinances, resolutions, regulations or rules of the Town or applicable State or federal law, Comcast's Cable System shall be placed underground at Comcast's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, shall be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, Comcast may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) Comcast shall utilize existing poles and conduit wherever possible.

(D) In the event Comcast cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Comcast to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Comcast's Cable System. All poles of Comcast shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give or convey to Comcast the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities shall be provided upon request by the Town.

(F) Comcast and the Town recognize that situations may occur in the future where the Town may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Comcast. Comcast agrees to cooperate with the Town in any construction by Comcast that involves trenching or boring, provided that the Town has first notified Comcast in some manner that it is interested in sharing the trenches or bores in the area where Comcast's construction is

occurring. Comcast shall allow the Town to lay its cable, conduit and Fiber Optic cable in Comcast's trenches and bores, provided the Town shares in the cost of the trenching and boring on the same terms and conditions as Comcast at that time shares the total cost of trenches and bores. The Town shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Comcast's trenches and bores under this Section.

10.15 Undergrounding of Multiple Dwelling Unit Drops. In cases of single site Multiple Dwelling Units, Comcast shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards.

(A) Depths. Unless otherwise required by law, Comcast, and its contractors, shall comply with the following burial depth standards. In no event shall Comcast be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

- (1) Underground cable drops from the curb shall be buried at a minimum depth of 12 inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six inches.
- (2) Feeder lines shall be buried at a minimum depth of 18 inches.
- (3) Trunk lines shall be buried at a minimum depth of 36 inches.
- (4) Fiber Optic cable shall be buried at a minimum depth of 36 inches.
- (5) In the event of a conflict between this Section and the provisions of any customer service standard, this Section shall control.

(B) Timeliness. Cable drops installed by Comcast to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between Comcast and the Subscriber. When freezing surface conditions prevent Comcast from achieving such timetable, Comcast shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Comcast's telephone number and instructions as to how and when to call Comcast to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding. Comcast shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring. Any ordinance or resolution of the Town which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property.

(A) Comcast shall protect public and private property from damage. If damage occurs, Comcast shall promptly notify the property owner within 24 hours in writing [and Comcast shall be responsible for all costs associated with the damage.](#)

(B) Whenever Comcast disturbs or damages any Right-of-Way, other public property or any private property, Comcast shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Comcast shall warrant any restoration work performed by or for Comcast in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by Comcast within a reasonable time, the Town may, after prior notice to Comcast, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from Comcast. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Comcast shall pay the Town.

(D) Upon completion of the work which caused any disturbance or damage to private property, Comcast shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work. Comcast shall perform such restoration in accordance with the Customer Service Standards, as amended.

10.20 Use of Conduits by the Town. The Town may install or affix and maintain wires and equipment owned by the Town for Town purposes in or upon any and all of Comcast's ducts, conduits or equipment in the Rights-of-Way and other public places if such placement does not interfere with Comcast's use of its facilities, without charge to the Town, to the extent space therein or thereon is reasonably available, and pursuant to Applicable Law. This right shall not extend to Affiliates of Comcast who have facilities in the right-of-way for the provision of non-cable services. For the purposes of this Section, "Town purposes" includes without limitation fire, police, traffic, water, telephone, and/or signal systems, but not Cable Service or transmission to third parties of telecommunications or information services in competition with Comcast. Comcast shall not deduct the value of such use of its facilities from its Franchise Fee payments or from other fees payable to the Town.

10.21 Common Users.

(A) For the purposes of this Section:

(1) "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video or data transmission.

(2) "Conduit" or "Conduit Facility" means any structure, or section thereof, containing one or more Ducts, conduits, manholes, handhole or other such facilities in Comcast's Cable System.

(3) "Duct" means a single enclosed raceway for cables, Fiber Optics or other wires.

(4) "Licensee" means any Person licensed or otherwise permitted by the Town to use the Rights-of-Way.

(5) "Surplus Ducts or Conduits" are Conduit Facilities other than those occupied by Comcast or any prior Licensee, or unoccupied Ducts held by Comcast as emergency use spares, or other unoccupied Ducts that Comcast reasonably expects to use within two years from the date of a request for use.

(B) Comcast acknowledges that the Rights-of-Way have a finite capacity for containing Conduits. Therefore, Comcast agrees that whenever the Town determines it is impracticable to permit construction of an underground Conduit system by any other Person which may at the

time have authority to construct or maintain Conduits or Ducts in the Rights-of-Way, but excluding Persons providing Cable Services in competition with Comcast, the Town may require Comcast to afford to such Person the right to use Comcast's Surplus Ducts or Conduits in common with Comcast, pursuant to the terms and conditions of an agreement for use of Surplus Ducts or Conduits entered into by Comcast and the Licensee. Nothing herein shall require Comcast to enter into an agreement with such Person if, in Comcast's reasonable determination, such an agreement could compromise the integrity of the Cable System.

(C) A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

(D) Comcast shall give a Licensee a minimum of 120 days notice of its need to occupy a licensed Conduit and shall propose that the Licensee take the first feasible action as follows:

(1) Pay revised Conduit rent designed to recover the cost of retrofitting the Conduit with multiplexing, Fiber Optics or other space-saving technology sufficient to meet Comcast's space needs;

(2) Pay revised Conduit rent based on the cost of new Conduit constructed to meet Comcast's space needs;

(3) Vacate the needed Ducts or Conduit; or

(4) Construct and maintain sufficient new Conduit to meet Comcast's space needs.

(E) When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new Conduit. When Conduit rent is revised because of retrofitting, space-saving technology or construction of new Conduit, all Licensees shall bear the increased cost.

(F) All Attachments shall meet local, State, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between Comcast and the Licensee. Comcast may, at its option, correct any attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay Comcast for any fines, fees, damages or other costs the Licensee's attachments cause Comcast to incur.

(G) To enforce the provisions of this Section with respect to Comcast, the Town must demonstrate that it has required that all similarly situated users of the Rights-of-Way to comply with the provisions of this Section.

10.22 Acquisition of Facilities. Upon Comcast's acquisition of Cable System-related facilities in any Right-of-Way, or upon the addition to the Town of any area in which Comcast owns or operates any such facility, Comcast shall, at the Town's request, submit to the Town a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Comcast has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.23 Discontinuing Use/Abandonment of Cable System Facilities. Whenever Comcast intends to discontinue using any facility within the Rights-of-Way, Comcast shall submit for the Town's approval a complete description of the facility and the date on which Comcast intends to discontinue using the facility. Comcast may remove the facility or request that the Town permit it to remain in place. Notwithstanding Comcast's request that any such facility remain in place, the Town may require Comcast to remove the facility from the Right-of-Way or modify the

facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Comcast to perform a combination of modification and removal of the facility. Comcast shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Comcast removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Comcast shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Comcast shall retain all liability for such facility. If Comcast abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.24 Movement of Cable System Facilities For Town Purposes. The Town shall have the right to require Comcast to relocate, remove, replace, modify or disconnect Comcast's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be performed at Comcast's expense. Except during an emergency, the Town shall provide reasonable notice to Comcast, not to be less than seven days, and allow Comcast with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Comcast's facilities or equipment, the Town shall provide at least 60 days' written notice to Comcast. Following notice by the Town, Comcast shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. If the Town requires Comcast to relocate its facilities located within the Rights-of-Way, the Town shall make a reasonable effort to provide Comcast with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Comcast shall be entitled to its pro rata share of such funds. If Comcast fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Comcast, including all costs and expenses incurred by the Town due to Comcast's delay. In such event, the Town shall not be liable for any damage to any portion of Comcast's Cable System. Within 30 days of receipt of an itemized list of those costs, Comcast shall pay the Town.

10.25 Movement of Cable System Facilities for Other Franchise Holders. If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Comcast shall, after at least 30 days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Comcast may require that the costs associated with the removal or relocation be paid by the benefited party.

10.26 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance notice, Comcast shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes shall be paid by the permit holder, and Comcast may require a reasonable deposit of the estimated payment in advance.

10.27 Reservation of Town Use of Right-of-Way. Nothing in this Franchise shall prevent the Town or public utilities owned, maintained or operated by public entities other than the Town from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Comcast's Cable System.

10.28 Tree Trimming. Comcast may prune or cause to be pruned, using proper pruning practices, any tree in the Town's Rights-of-Way which interferes with Comcast's Cable System. Comcast shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Comcast may not prune trees at a point below 30 feet above sidewalk grade until one week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one week period. If the owner or occupant fails to do so, Comcast may prune such tree at its own expense. For purposes of this Section, emergencies exist when it is necessary to prune to protect the public or Comcast's facilities from imminent danger only.

10.29 Inspection of Construction and Facilities. The Town may inspect any of Comcast's facilities, equipment or construction at any time upon at least 24 hours notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Comcast fails to do so, and to charge Comcast therefor.

10.30 Stop Work.

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Comcast by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.31 Work of Contractors and Subcontractors. Comcast's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations and conditions as if the work were performed by Comcast. Comcast shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is

performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network.

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver the greater of one hundred (100) or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

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(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

~~(A) Comcast's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than 110 Channels of digital video programming services to Subscribers, provided that Comcast reserves the right to use the bandwidth in the future for other uses based on market factors.~~

~~(B) Equipment shall be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment shall be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.~~

~~(C) Comcast shall take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.~~

~~(D) Comcast's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.~~

11.2 Technology Assessment.

(A) The Town may notify Comcast on or after five years after the Effective Date, that the Town will conduct a technology assessment of Comcast's Cable System. The technology assessment may include, but is not be limited to, determining whether Comcast's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Comcast's

Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Comcast shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. § 546.

11.3 Standby Power. Comcast's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Comcast shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than 30 days following receipt of a request.

11.4 Emergency Alert Capability. Comcast shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Comcast shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Comcast. If the test indicates that the EAS is not performing properly, Comcast shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance. The technical performance of the Cable System shall meet or exceed all applicable federal (including without limitation the FCC), State and local technical standards, as amended, regardless of the transmission technology utilized.

11.6 Cable System Performance Testing.

(A) Comcast shall, at Comcast's expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Comcast's tests shall include:

- (1) Cumulative leakage index testing of any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to Subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed six months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and
- (5) Cumulative leakage index tests, at least annually, designed to ensure that 100% of Comcast's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Comcast shall maintain written records of all results of its Cable System tests, performed by or for Comcast. Copies of such test results will be provided to the Town upon reasonable request.

(D) If the FCC no longer requires proof of performance tests for Comcast's Cable System during the term of this Franchise, Comcast agrees that it shall continue to conduct proof of performance tests on the Cable System in accordance with the standards that were in place on the Effective Date, or any generally applicable standards later adopted, at least once a year, and provide written results of such tests to the Town upon request.

(E) The FCC semi-annual testing is conducted in January/February and July/August of each year. If the Town contacts Comcast prior to the next test period (*i.e.*, before December 15th and June 15th respectively of each year), Comcast shall provide Town with no less than seven days prior written notice of the actual date(s) for FCC compliance testing. If the Town notifies Comcast by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Comcast shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the Town.

(F) Comcast shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Comcast's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.7 Additional Tests. Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right to require Comcast to test, analyze and report on the performance of the Cable System. Comcast shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS

12.1 Service Availability.

(A) In General. Except as otherwise provided in herein, Comcast shall provide Cable Service within seven days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Comcast, receipt of a written request by Comcast or receipt by Comcast of a verified verbal request. Except as otherwise provided herein, Comcast shall provide such service at non-discriminatory monthly rates for Residential Subscribers, consistent with Applicable Law.

(B) An agreement to access a Multiple Dwelling Unit shall comply with all applicable FCC regulations and orders regarding bulk service agreements for Multiple Dwelling Units, and Comcast specifically agrees to comply with 47 C.F.R. § 76.2000, as amended. The Town acknowledges that Comcast cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Investment in and expansion of Comcast's Cable System will be driven by market success, and not a contractual requirement for universal service. While this Franchise grants Comcast the right to serve the entire Town, the parties acknowledge that Comcast shall have the sole discretion to determine where and when to offer Cable Services to Subscribers, in compliance with Applicable Law.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations.

(A) If the Town believes that Comcast has failed to perform any material obligation of this Agreement, the Town shall notify Comcast in writing, stating with specificity, the nature of the alleged violation. Comcast shall have thirty (30) days from the receipt of such notice to:

(1) Respond to the Town, contesting the Town's assertion that a violation has occurred, or notifying the Town that violation cannot be cured within thirty (30) days because of the nature of the alleged violation, and requesting a hearing in accordance with Subsection (B), below; or

(2) Cure the violation.

(B) If Comcast does not cure the violation within thirty (30) days, or denies the violation and requests a hearing, the Town shall set a public hearing on the violation. The Town shall provide not less than fourteen (14) days prior written notice of the hearing. At the hearing, Comcast shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense.

(C) If, after considering the evidence presented at the public hearing, the Town Council determines that a violation exists, the Town may order Comcast to remedy the violation within fourteen (14) days or within such other reasonable timeframe agreed to by the parties. If Comcast does not remedy the violation within such time to the Town's reasonable satisfaction, the Town may:

(1) Assess and collect monetary damages in accordance with this Agreement;

(2) Pursue the revocation of this Franchise pursuant to the procedures in subsection 13.2; and/or,

(3) Pursue any other legal or equitable remedy available under this Agreement or applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Town, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

13.2 Revocation.

(A) In addition to revocation in accordance with other provisions of this Franchise, the Town may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Comcast fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Town and Comcast;
- (2) If Comcast willfully fails for more than 48 hours to provide continuous and uninterrupted Cable Service;
- (3) If Comcast attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Town or Subscribers;
- (4) If Comcast becomes insolvent, or if there is an assignment for the benefit of Comcast's creditors; or
- (5) If Comcast makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in Section 13.1 and prior to forfeiture or termination of the Franchise, the Town shall give written notice to Comcast of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the Town Council and open to the public. Comcast shall be afforded at least 45 days prior written notice of such proceeding.

- (1) At such proceeding, Comcast shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The Town Council shall hear any Persons interested in the revocation, and shall allow Comcast, in particular, an opportunity to state its position on the matter.
- (2) Within 90 days after the hearing, the Town Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Comcast, direct Comcast to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Town Council determines are reasonable under the circumstances. If the Town determines that the Franchise is to be revoked, the Town shall set forth the reasons for such a decision and shall transmit a copy of the decision to Comcast. Comcast shall be bound by the Town's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within 15 days of the date of the decision.
- (3) Comcast shall be entitled to such relief as the Court may deem appropriate.
- (4) The Town Council may at its sole discretion take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation.

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Comcast to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six months, unless a sale of the Cable System can be closed sooner or Comcast demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Comcast's Cable System in accordance with the procedures set forth in Section 13.4.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Comcast's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Comcast shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Comcast's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Comcast shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Comcast fails to complete any removal required by subsection (B) to the Town's satisfaction, after written notice to Comcast, the Town may cause the work to be done and Comcast shall reimburse the Town for the costs incurred within 30 days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Comcast.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System.

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Comcast's Cable System. Comcast shall have 30 days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the Town's audit of a current profit and loss statement of Comcast. The Town shall pay for the Cable System in cash or certified funds, and Comcast shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this Section, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Comcast's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this

valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Comcast which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Comcast's Cable System.

13.5 Receivership and Foreclosure.

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every provision of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Comcast, the Town may serve notice of revocation on Comcast and to the purchaser at the sale, and the rights and privileges of Comcast under this Franchise shall be revoked 30 days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Town. Comcast shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

13.7 Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Comcast, or to seek and obtain judicial enforcement of Comcast's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Liquidated Damages.

(A) The Town and Comcast recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Town as a result of a violation by Comcast of this Franchise. Accordingly, instead of requiring such proof of actual loss, the Town and Comcast agree that Comcast shall pay to the Town the sums set forth in this Subsection.

Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the Town would suffer in the event of Comcast's violation.

In addition to any other remedy, the Town in its sole discretion may, after following the procedures as provided in this Section 13.1, charge to and collect from Comcast the following liquidated damages per day, for each day, or part thereof, the violation continues: (i) \$500 per day for general construction delays, violations of PEG obligations or payment obligations, (ii) \$250 per day for any other material breaches, or (iii) \$100 per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed 120 days per violation proceeding. To assess any amount from the letter of credit, Town shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and this Franchise.

(B) The assessment does not constitute a waiver by Town of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Comcast any additional damages, losses, costs and expenses that are incurred by Town by reason of the breach of this Franchise.

13.9 Effect of Abandonment. If Comcast abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until Comcast restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring Comcast to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, Comcast shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment. The Town shall be entitled to exercise its options in Section 13.9 if:

(A) Comcast fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four consecutive days, unless the Town authorizes a longer interruption of service; or

(B) Comcast, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal.

(A) The Town and Comcast agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Comcast of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Comcast under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Comcast and Town agree that at any time during the term of the then current Franchise, while affording the

public adequate notice and opportunity for comment, the Town and Comcast may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Comcast and Town consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

14.2 Transfer of Ownership or Control.

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Council/Commission, acting by ordinance/resolution.

(B) Comcast shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Comcast. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Comcast shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Town and Comcast may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the Town fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the Town, Comcast shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Comcast and the transferee, and the transferee shall file its written acceptance

agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which Comcast is not replaced by another entity, Comcast will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Comcast shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this Section, the prior approval of the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Comcast, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Comcast may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Comcast's responsibility to meet all of its obligations under this Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Preferential or Discriminatory Practices Prohibited. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, Comcast agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Comcast further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Comcast shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

15.2 Notices. Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or Comcast by written notice at any time. At the Effective Date of this Franchise:

Comcast's address shall be:

Comcast of COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON,
Inc. Colorado X, LLC

8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Town's address shall be:

Town of Parker
Attn: Town Manager's Office
11701 Community Center Drive

Parker, CO 8023320120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

15.3 Descriptive Headings. The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.4 Publication and Notice Costs to be Borne by Comcast. Comcast shall reimburse the Town for all costs incurred in publishing and noticing this Franchise and any hearings regarding this Franchise, if such publication and noticing is required.

15.5 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

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

15.7 Waiver. The failure of the Town at any time to require performance by Comcast of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8 Reasonableness of Consent or Approval. Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

15.10 Venue. Venue for any judicial dispute between the Town and Comcast arising under or out of this Franchise shall be in Douglas County, Colorado, or in the United States District Court in Denver.

15.11 Severability. If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Parker, Colorado this _____ day of _____, 2014.

ATTEST:

TOWN OF PARKER, COLORADO:

Chris Vanderpool, Town Clerk

Joshua Rivero, Mayor

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

Accepted and approved this _____ day of _____, 2014.

ATTEST:

CALIFORNIA/COLORADO/FLORIDA/OREGON, Inc. COMCAST OF
COLORADO X, LLC

Public Notary

Name/Title: _____

EXHIBIT A

CUSTOMER SERVICE STANDARDS

I. POLICY

Comcast should resolve citizen complaints without delay and interference from the Town.

Where a given complaint is not addressed by Comcast to the citizen's satisfaction, the Town should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Town should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, Comcast shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. Comcast is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by Comcast over a Cable System, within the Town.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Town's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, Comcast, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that Comcast makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from Comcast.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to Comcast to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to Comcast by the Town.

"Franchising Authority" shall mean the Town of Parker.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by Comcast to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by Comcast to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of Comcast. Conditions which are not within the control of Comcast include, but are not

necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of Comcast include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of Comcast that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by Comcast necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Parker, Colorado

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Comcast's employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. Comcast shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request. Unless otherwise requested by the Town, Comcast shall post a sign at each Service Center,

visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact Comcast if the Service Center is not open at the times posted. Comcast shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with Comcast on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. Comcast shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. Comcast shall maintain local telephone access lines that shall be available 24 hours a day, 7 days a week for service/repair requests and billing/service inquiries.

3. Comcast shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within 60 seconds of the commencement of the recording. During Normal Business Hours, Comcast shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within 30 seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this 30 second telephone answer time requirement standard shall be met no less than 90% of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than 3% of the time. This standard shall be met 90% or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed 7-Day Residential Installation

a. Comcast shall complete all standard residential installations or modifications to service requested by customers within 7 business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to 125 feet from the existing distribution system. If the customer requests a nonstandard residential installation, or Comcast determines that a nonstandard residential installation is required, Comcast shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than 12 inches, or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as

may be agreed to by the parties if other construction concerns preclude the 12-inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between Comcast and the customer.

2. Residential Installation and Service Appointments

a. The “appointment window” alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a 4-hour time block between the hours of 8:00 a.m. and 6:00 p.m., 6 days per week. Comcast may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection, "appointment window" means the period of time in which the representative of Comcast must arrive at the customer's location.

b. Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If Comcast is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, Comcast shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Comcast.

d. Comcast shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by Comcast. In such circumstances, Comcast shall contact the customer within 48 hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Comcast equipment failure, Comcast shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Comcast equipment failure shall be corrected by Comcast by the end of the next calendar day.

c. Records of Complaints.

i. Comcast shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and Comcast's actions in response to those complaints. These files shall remain available for viewing by the Town during normal business hours at Comcast's business office, and shall be retained by Comcast for a period of at least 3 years.

ii. Upon written request Comcast shall provide the Town an executive summary quarterly, which shall include information concerning customer complaints referred by the Town to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within 15 days after the end of each quarter. Once a request is made, it need not

be repeated and quarterly executive summaries shall be provided by Comcast until notified in writing by the Town that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by Comcast for each quarter and submitted to the Town by the 15th day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by Comcast until notified in writing by the Town that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. Comcast shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Town quarterly, upon written request, within 15 days after the end of each quarter. Such records shall be submitted to the Town with the records identified in Section 3.c.ii if so requested in writing, and shall be retained by Comcast for a period of 3 years.

e. All service outages and interruptions for any cause beyond the control of Comcast shall be corrected within 36 hours after the conditions beyond its control have been corrected.

4. TV Reception

a. Comcast shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). Comcast shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and 6:00 a.m.

b. If a customer experiences poor video or audio reception attributable to Comcast's equipment, Comcast shall:

- i. Assess the problem within 1 day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within 2 days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, Comcast shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Comcast. Comcast shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of Comcast's efforts to address the problem.

5. Problem Resolution. Comcast's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within 4 hours and resolve the problem within 48 hours or within such other time frame as is acceptable to the customer and Comcast.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, Comcast shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. Comcast shall allow at least 30 days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time Comcast may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by Comcast in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within 45 days of the beginning date of the applicable service period, Comcast may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within 52 days of the beginning date of the applicable service period, Comcast may disconnect the customer's service, provided it has provided 2 weeks notice to the customer that such disconnection may result.

c. Comcast shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever Comcast offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property. To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. Comcast shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by Comcast, any employee or agent of Comcast during installation or construction shall be restored to their prior condition or replaced within 7 days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within 7 days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. Comcast shall, at its own cost and expense, and in a manner approved by the property owner and the Town, restore any private property to as good condition as before the work causing such disturbance was initiated. Comcast shall repair, replace or compensate a property owner for any damage resulting from Comcast's installation, construction, service or

repair activities. If compensation is requested by the customer for damage caused by any Comcast activity, Comcast shall reimburse the property owner 100% percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, Comcast shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least 24 hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, 7 days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work Comcast shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Comcast personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, Comcast shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to Comcast.

2. Comcast shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by Comcast's customer service representatives for any hearing-impaired customer at no charge.

3. Comcast shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing Comcast with a letter from the customer's physician stating the need, or by making the request to Comcast's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, Comcast shall provide the following information, in clear, concise written form, easily accessible and located on Comcast's website (and in Spanish, when requested by the customer):

- a. Products and services offered by Comcast, including its channel lineup;
- b. Comcast's complete range of service options and the prices for these services;
- c. Comcast's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of Comcast, and the FCC;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, Comcast shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Town, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Town does not maintain a website with a complete copy of these Standards, Comcast shall be under no obligation to do so. If acceptable to a customer, Comcast may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, Comcast shall meet annually with the Town to review the format of Comcast's bills to customers. Whenever Comcast makes substantial changes to its billing format, it will contact the Town at least 30 days prior to the time such changes are to be effective, in order to inform the Town of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Town and the CCUA.

5. Comcast shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by Comcast.

6. All officers, agents, and employees of Comcast or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of Comcast. Comcast shall account for all identification cards at all times. Every vehicle of Comcast shall be clearly visually identified to the public as working for Comcast. Whenever Comcast work crew is in personal contact with customers or public

employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for Comcast.

7. Each CSR, technician or employee of Comcast in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, Comcast shall fully comply with all obligations under 47 U.S.C. § 551.

2. Collection and Use of Personally Identifiable Information.

a. Comcast shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by Comcast to the Customer and as otherwise authorized by applicable law.

b. Comcast shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of Comcast in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by Comcast) or on any of the facilities of Comcast that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. Comcast shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of Comcast in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by Comcast) or on any of the facilities of Comcast that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. Comcast shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of 30 days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, Comcast shall notify each Customer (that Comcast intends to disclose

information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. Comcast may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by Comcast to the Customer.

c. To the extent authorized by applicable law, Comcast may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by Comcast shall be made available for Customer examination within 30 days of receiving a request by a Customer to examine such information about himself or herself at the local offices of Comcast or other convenient place within the Town designated by Comcast, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, Comcast shall correct such information.

5. Privacy Notice to Customers

a. Comcast shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. § 551(a)(1), and shall provide a Customer a copy of such statement at the time Comcast enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, Comcast shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by Comcast that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by Comcast; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (*i.e.*, Comcast may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with

programming available from their account for Cable Services."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. Comcast shall include in its regular periodic reports to the Town required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Comcast during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of Comcast certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by Comcast; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law;

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that Comcast need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law; and

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or Comcast. Comcast shall meet with the Town if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Personally Identifiable Information. Nothing in this subsection III.F shall be construed to prevent the Town from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. § 551 and applicable laws.

8. Destruction of Personally Identifiable Information. Comcast shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. Comcast shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website "preference center" features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert

included with the Customer's monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by Comcast. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on Comcast's website. A Customer who provides Comcast with permission to disclose Personally Identifiable Information through any of the methods offered by Comcast shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in Comcast's bill (or other direct mail piece) to the Customer or a notice or message printed on Comcast's bill to the Customer, and on Comcast's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Town. These methods of notification to Customers may also include other comparable methods as submitted by Comcast and approved by the Town in its reasonable discretion.

G. Safety

Comcast shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever Comcast receives notice that an unsafe condition exists with respect to its equipment, Comcast shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies Comcast of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and Comcast shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then Comcast shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to Comcast

1. Comcast shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at Comcast's sole expense, consistent with Section III.E.1.e of these Standards.
2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to Comcast that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with

Comcast, or reasonable business practices. If a representative of the Town notifies Comcast of a customer complaint that has not previously been made by the customer to Comcast, the complaint shall be deemed to have been made by the customer as of the date of the Town's notice to Comcast.

3. At the conclusion of Comcast's investigation of a customer complaint, but in no more than 10 calendar days after receiving the complaint, Comcast shall notify the customer of the results of its investigation and its proposed action or credit.

4. Comcast shall also notify the customer of the customer's right to file a complaint with the Town in the event the customer is dissatisfied with Comcast's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Town.

5. Comcast shall immediately report all customer Escalated complaints that it does not find valid to the Town.

6. Comcast's complaint procedures shall be filed with the Town prior to implementation.

B. Complaints to the Town

1. Any customer who is dissatisfied with any proposed decision of Comcast or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Town.

2. The customer may initiate the review either by calling the Town or by filing a written complaint together with Comcast's written decision, if any, with the Town.

3. The customer shall make such filing and notification within 20 days of receipt of Comcast's decision or, if no decision has been provided, within 30 days after filing the original complaint with Comcast.

4. If the Town decides that further evidence is warranted, the Town shall require Comcast and the customer to submit, within 10 days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. Comcast and the customer shall produce any additional evidence, including any reports from Comcast, which the Town may deem necessary to an understanding and determination of the complaint.

6. The Town shall issue a determination within 15 days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Town may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

Comcast shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within 30 days of the written notification to Comcast by the Town that an alleged Franchise violation exists, Comcast shall deposit with an escrow agent approved by the Town

\$50,000 or, in the sole discretion of the Town, such lesser amount as the Town deems reasonable to protect subscribers within its jurisdiction. Alternatively, at Comcast's discretion, it may provide to the Town an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Town, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed \$100,000. The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Town. The escrowed funds or letter of credit shall be maintained by Comcast at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Town may require Comcast to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by Comcast of all its obligations under these Customer Service Standards.

4. The rights reserved to the Town with respect to the Security Fund are in addition to all other rights of the Town, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Town may otherwise have.

D. Verification of Compliance

Comcast shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Town.

E. Procedure for Remedying Violations

1. If the Town has reason to believe that Comcast has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Town may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Town determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Town may:

a. Impose assessments of up to \$1,000 per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of Comcast in the matter and/or

- d. Grant a specific solution as determined by the Town; and/or
- e. Except for in emergency situations, withhold licenses and permits for work by Comcast or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of Comcast under said provision, or any other provision of these Standards.

EXHIBIT B **Report Form**

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
[TOWN OF PARKER]

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	0

ComplimentsComplaints	
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MEMORANDUM

TO: Honorable Mayor and Members of Town Council
FROM: Michelle Kivela, Town Manager
Amber Moreno, Human Resources Director
DATE: December 1, 2025
SUBJECT: Police Department Budget Discussion

ISSUE:

Staff is presenting information to help determine the 2026 market adjustment increase to the police step plans, which has not been finalized yet as we were waiting on information from peer communities.

FISCAL/BUDGET IMPACT:

The fiscal impact will be determined by the outcome of the discussion.

BACKGROUND:

Staff is presenting information to help determine the 2026 market adjustment increase to the police step plans, which has not been finalized yet as we were waiting on information from peer communities. When the 2026 budget was initially brought forward, the approved adjustments and increases from our peer communities had not been finalized or received, which limited staff's ability to incorporate the information into the budget at that time. Since then, staff has continued to monitor and evaluate the compensation updates from comparable agencies to ensure the Town remains competitive and aligned with market trends.

Once Council has had the opportunity to review staff's findings and provide direction, any approved adjustments to the police step plans will take effect and be applied retroactively to January. This approach is consistent with the process used for all other employee groups and ensures fairness across the organization.

RECOMMENDATION:

Staff is requesting Council feedback on the 2026 market adjustment increase to the police step plans.

REQUESTED DIRECTION:

Staff is requesting Council feedback on the 2026 market adjustment increase to the police step plans.

ATTACHMENT:

None



MEMORANDUM

TO: Honorable Mayor and Members of Town Council

FROM: Chris Fiandaca, Finance Director
Jamie Wynn, Town Attorney

DATE: December 1, 2025

SUBJECT: Brief discussion on the budget and actual expenses related to outside legal counsel for 2025

ISSUE:

Brief discussion on the budget and actual expenses related to outside legal counsel for 2025.

FISCAL/BUDGET IMPACT:

None.

BACKGROUND:

Brief discussion on the budget and actual expenses related to outside legal counsel for 2025, as requested by Town Council.

RECOMMENDATION:

N/A

REQUESTED DIRECTION:

No action, discussion only.

ATTACHMENT:

None