

institution of a proceeding by the PSC to consider the revocation of the Franchise Agreement, provided that the PSC has given the Franchisee written notice of the alleged material breach – via certified mail – return receipt requested -- and a reasonable opportunity to cure and, thereafter, the Franchisee fails to substantially cure said alleged material breach.<sup>3</sup>

(b) In the event that the Cable System fails to meet any applicable performance standard resulting in a Service interruption for a full uninterrupted thirty (30) day period after written notice and an opportunity to cure (with the exception of a Force Majeure situation, the declaration of such a situation being agreed to by both the PSC and the Franchisee), the Franchisee agrees that all fees to affected Subscribers will be reduced by at least ten percent (10%) until all performance standards are met. The PSC shall notify the Franchisee of the required reduction in writing thirty (30) days prior to the date the reduction shall begin. The PSC shall not be deemed to have waived its right to demand the Franchisee's compliance with any of the Franchise Agreement terms solely by its failure to demand compliance on one or more occasions. No waiver by the PSC of any breach by the Franchisee of any provision of this Franchise Agreement shall be construed as a continuing waiver of any subsequent breach or breaches of any provision or provisions, or as a waiver of the provision itself.

(c) All fees and charges payable by the Franchisee to the PSC shall be limited to, and not exceed, the amount permissible under 26 *Del. C.* § 610 or § 622 of the Cable Act [47 U.S.C. § 542], whichever is less.

## 9. **Line Extension Policy and Trenching Cable**

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<sup>3</sup> For the purposes of this Section, a "Material Breach" is limited to the Franchisee's failure to meet the following obligations: System Construction and Technical standards specified in Section 3; Customer Service and Information Standards set forth in Section 4; Subscriber Privacy set forth in Section 5; Reports to the PSC set forth in Section 6; Extension of Cable Service in Section 9; PEG obligations as set forth in Section 10; or timely Franchise Fee payments.

(a) The Franchisee shall provide Cable Service upon request to any new residential Subscribers within the Franchise Area where there are at least thirty-five (35) existing occupied residential dwellings per proposed cable plant mile as measured in strand footage from the nearest technically feasible point on the active Cable System distribution system from which a usable cable signal can be obtained; or where there are less than thirty-five (35) of the above, there are at least twenty-five (25) prospective customers per cable plant mile as measured in strand footage from the nearest technically feasible point on the active Cable System distribution system from which a usable cable signal can be obtained and who contractually agree to take Service for at least one (1) year.

(b) In areas of lesser plant mile density, dwelling units situated beyond one hundred twenty-five (125) feet of the nearest technically feasible point on the active Cable System distribution system, or areas that require an underground installation, the Subscriber or Subscribers shall pay Franchisee's actual cost of installation from its main, active signal distribution system.

**10. Public, Educational, and Governmental Access ("PEG")**

(a) The Franchisee shall continue to make available the non-commercial use of one (1) channel for PEG Access Programming on a system-wide basis. This PEG channel may be shared for PEG programming with PEG channels in other franchise areas operated by the Franchisee or in accordance with Section III, 10(d) herein below.

(b) In order to develop and promote PEG access programming for the Cable System within the Franchise Area, the Franchisee agrees to provide upon written request from the Commission funding for PEG Access production equipment in the amount of ten thousand

dollars (\$10,000.00), to be used by the Franchisee for capital expense of the PEG channel.

(c) Other than the PEG Access funding referenced in Section III 10(b), Franchisee shall not be required to provide technical or production staff, or provide, obtain or make available equipment or studio facilities for PEG Access channel programming.

(d) Retransmission of PEG: The Commission hereby authorizes Franchisee to transmit PEG Channel programming within the Commission jurisdictional boundaries. Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. If PEG Channels provided pursuant to this Article are not being utilized during the Term, Franchisee may utilize such PEG Channels, in its sole discretion, during the Term until such time as the PEG Channels are utilized.

(e) Interconnection: Nothing in this Agreement prohibits Franchisee from interconnecting with cable operators in the Franchise Area to cablecast, on a live basis, PEG Channels subject to the provisions of this Section.

(f) the Franchisee shall continue to make available a one-way Video Return Line from 87 Read's Way, New Castle, DE 19720 to its headend and/or hubsite for the purpose of providing origination of PEG Access programming.

(g) The Franchisee shall continue to have the sole responsibility for maintaining the Video Return Line for the term of this Franchise Agreement, except for equipment not directly under its control or ownership. The demarcation point between the equipment owned operated and maintained by the Grantee shall be the input of the encoder or similar signal processing device owned, operated and maintained by the Franchisee.

(h) The Commission shall require all local producers and users of any of the PEG

facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the Commission from and against any and all liability or other injury, including, but not limited to, the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel.

(i) To the extent permitted by applicable federal law, Franchisee shall be allowed to recover the costs of the PEG Grant or any costs arising from the provision of PEG services.

#### 11. **Commitments by the Company**

a. Comcast will provide one outlet and basic cable service to the locations listed in "Exhibit B." If applicable law categorizes these services as franchise fees, Comcast may deduct the fair market value of this obligation from the franchise fee.

b. Emergency Access System Capability. Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC.

c. The provision of PEG services and the dedication of channels for commercial use shall be in accordance with the Cable Act as the same may, from time to time, be amended, and in accordance with the terms of any provisions of this franchise.

#### 12. **Reservation of Rights**

Notwithstanding the foregoing, the Franchisee expressly reserves all and waives none of its rights guaranteed under both federal and Delaware constitutional, statutory and common law, and regulations applicable thereto.

**13. Severability**

If any section, subsection, sentence, clause, phrase, or any other portion of this Franchise Agreement is held invalid, unlawful, or unconstitutional by federal or state court or administrative agency of competent jurisdiction, including but not limited to the FCC, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Franchise Agreement.

**14. Entire Agreement**

This Franchise and the exhibits hereto constitute the entire agreement between the Franchisee and the Commission, and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter thereof.

**15. Modification**

This Franchise Agreement, and the terms and conditions herein, shall not be modified except by written instrument executed by both parties.

**16. Change of Law**

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Commission or Franchisee may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation.

The Commission and Franchisee shall amend this Agreement to comply with such change in statute or regulation.

**17. Effective Date**

The expiration date of this Franchise Agreement is March 31, 2035. The effective date shall be March 31, 2020.

**18. No Third-Party Beneficiaries**

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

**19. FURTHER ORDERS**

The PSC reserves the jurisdiction and authority to enter such further Orders in this matter as may be deemed necessary or proper.

THIS FRANCHISE IS ACCEPTED AND AGREED TO BY COMCAST OF NEW CASTLE COUNTY, LLC, D/B/A COMCAST CABLE.

THIS \_\_\_ DAY OF \_\_\_\_\_, A.D., 2020

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

\_\_\_\_\_  
Title

**EXHIBIT "A"**

A MAP OF THE CURRENT SERVICE AREA



## EXHIBIT B

1. 3 6 EMS RESCUE  
2590 GLASGOW AVE  
BEAR, DE 19701-0000
2. MAY B. LEASURE  
ELEMENTARY SCHOOL  
1011 CHURCH RD  
BEAR, DE, 19701-0000
3. FAIRWINDS CHRISTIAN  
SCHOOL  
801 SEYMOUR RD  
BEAR, DE, 19701-1121
4. CHRISTIANA FIRE COMPANY  
1714 PORTER RD  
BEAR, DE 19701-2110
5. BEAR LIBRARY  
101 GOVERNORS PL  
BEAR, DE 19701-3096
6. OBERLE ELEMENTARY  
SCHOOL  
500 CALEDONIA WAY  
BEAR, DE 19701-8300
7. ALBERT H. JONES SCHOOL  
35 W MAIN ST  
NEWARK, DE 19702-1599
8. CHRISTIANA FIRE COMPANY  
600 SALEM CHURCH RD  
NEWARK, DE 19702-2729
9. THURGOOD MARSHALL  
SCHOOL  
101 BARRETT RUN DR  
NEWARK, DE 19702-2949
10. DE STATE POLICE TROOP 2  
100 LAGRANGE AVE  
UNIT 2  
NEWARK, DE 19702-3500
11. WILLIAM B. KEENE  
ELEMENTARY SCHOOL  
200 LAGRANGE AVE  
NEWARK, DE 19702-3516
12. SALEM SENIOR HOUSING  
885 SALEM CHURCH RD OFC  
NEWARK, DE 19702-4104
13. AETNA HOSE, HOOK & LADDER  
2501 OLD COUNTY RD  
NEWARK, DE 19702-4703
14. HODGSON HIGH SCHOOL  
2575 GLASGOW AVE  
NEWARK, DE 19702-4747
15. LEASRE ELEMENTARY  
SCHOOL  
1015 CHURCH RD  
NEWARK, DE 19702-5101
16. CLAYMONT FIRE COMPANY  
3223 PHILADELPHIA PIKE  
CLAYMONT, DE 19703-0000
17. CLAYMONT ELEMENTARY  
SCHOOL  
3401 GREEN ST  
CLAYMONT, DE 19703-2065
18. MAPLE LANE ELEMATRY  
SCHOOL  
100 MAPLE LN  
CLAYMONT, DE 19703-2474

19. CLAYMONT FIRE COMPANY  
3223 PHILADELPHIA PIKE  
CLAYMONT, DE 19703-3101
20. HOCKESSIN FIRE COMPANY  
1225 OL LANCASTER PIKE  
HOCKESSIN, DE 19707-0000
21. WILLIAM COOKE JR  
ELEMENTARY SCHOOL  
2025 GRAVES RD OFC 1  
HOCKESSIN, DE 19707-9128
22. HOCKESSIN PARKS & REC  
7259 LANCASTER PIKE  
HOCKESSIN, DE 19707-9271
23. WILMINGTON CHRISTIAN  
SCHOOL  
825 LOVEVILLE RD  
HOCKESSIN, DE 19707-9508
24. MACLARY ELEMENTARY  
SCHOOL  
ST REGIS DR  
NEWARK, DE 19711-0000
25. DELAWARE AUTISTIC SCHOOL  
9 JOHNSTON DR  
NEWARK, DE 19711-2510
26. AETNA FIRE COMPANY  
410 OGLETOWN RD  
NEWARK, DE 19711-5402
27. MEDILL SCHOOL  
1532 CAPITOL TRL  
NEWARK, DE 19711-5716
28. MEADOWOOD SCHOOL  
55 S MEADOWOOD DR  
APT A  
NEWARK, DE 19711-6755
29. ETTA WILSON ELEMENTARY  
SCHOOL  
14 FORGE RD  
NEWARK, DE 19711-7619
30. NEW CASTLE CITY  
202 DURHAM DR  
NEWARK, DE 19713-0000
31. BROOKSIDE ELEMENTARY  
SCHOOL  
800 MARROWS RD  
NEWARK, DE 19713-1511
32. DELAWARE AUTISM  
COMMUNITY CENTER  
5 JOHNSON RD  
NEWARK, DE 19713-1808
33. DELAWARE SCHOOL FOR THE  
DEAF  
630 E CHESTNUT HILL RD  
NEWARK, DE 19713-1828
34. GAUGER-COBBS SCHOOL  
50 GENDER RD  
NEWARK, DE 19713-2868
35. SALEM VILLAGE APARTMENTS  
611 OAKDALE RD  
APT C  
NEWARK, DE 19713-2921
36. CHRISTIANA HIGH SCHOOL  
200 SALEM CHURCH RD  
NEWARK, DE 19713-2964
37. GALLAHER ELEMENTARY  
SCHOOL  
800 N BROWNLEAF RD  
NEWARK, DE 19713-3317

38. SMITH ELEMENTARY SCHOOL  
100 BRENNEN DR  
NEWARK, DE 19713-3906
39. KIRK MIDDLE SCHOOL  
140 BRENNEN DR  
NEWARK, DE 19713-3906
40. BRENNEN MCVEY SCHOOL  
30 GLYN DR  
NEWARK, DE 19713-4036
41. J MCVEY ELEMENTARY  
SCHOOL  
908 JANICE DR  
NEWARK, DE 19713-4040
42. TERRY'S CHILDREN  
PSYCHIATRIC CENTER  
10 CENTRAL AVE  
NEW CASTLE, DE 19720-1152
43. POLICE ATHLETIC LEAGE OF  
DELAWARE  
26 KARLYN DR  
NEW CASTLE, DE 19720-1235
44. MCCULLOUGH SCHOOL  
20 CHASE AVE  
NEW CASTLE, DE 19720-1236
45. MINQUADALE FIRE COMPANY  
129 E HAZELDELL AVE  
NEW CASTLE, DE 19720-1346
46. NEW CASTLE CITY  
PARAMEDICS  
207 OLD CHURCHMANS RD  
NEW CASTLE, DE 19720-1517
47. NEW CASTLE COUNTY  
MUNICIPAL BUILDING  
87 READS WAY  
NEW CASTLE, DE 19720-1648
48. EISENBURG ELEMENTARY  
SCHOOL  
27 LANDERS LN  
APT B  
NEW CASTLE, DE 19720-2022
49. OLWYCH SCHOOL  
27 LANDERS LN  
APT A  
NEW CASTLE, DE 19720-2022
50. ROUTE 9 LIBRARY  
3022 NEW CASTLE AVE  
NEW CASTLE, DE 19720-2244
51. OUR LADY OF FATIMA  
SCHOOL  
801 N DUPONT HWY  
NEW CASTLE, DE 19720-2544
52. OUR LADY OF FATIMA  
SCHOOL  
801 N DUPONT HWY  
APT 2  
NEW CASTLE, DE 19720-2544
53. NEW CASTLE COUNTY  
100 CHURCHMANS RD  
NEW CASTLE, DE 19720-3108
54. NEW CASTLE COUNTY  
100 CHURCHMANS RD  
APT GARG  
NEW CASTLE, DE 19720-3108

56. DELAWARE EMS RESCUE  
151 N DUPONT HWY  
BSMT  
NEW CASTLE, DE 19720-3136
57. WILMINGTON MANOR  
200 E ROOSEVELT AVE  
NEW CASTLE, DE 19720-3316
58. CASTLE HILL ELEMENTARY  
SCHOOL  
502 MOORES LN  
NEW CASTLE, DE 19720-3469
59. CHELTEN APARTMENTS  
COMMUNITY CENTER  
431 OLD FORGE RD  
OFC  
NEW CASTLE, DE 19720-3765
60. THE WALLIN SCHOOL  
701 E BASIN RD  
NEW CASTLE, DE 19720-4201
61. WILLIAM PENN HIGH SCHOOL  
713 E BASIN RD  
NEW CASTLE, DE 19720-4201
62. GEORGE READ MIDDLE  
SCHOOL  
314 E BASIN RD  
NEW CASTLE, DE 19720-4214
63. HOLLOWAY FIRE COMPANY  
700 WEST AVE  
NEW CASTLE, DE 19720-6200
64. NEW CASTLE COUNTY POLICE  
DEPARTMENT  
3601 N DUPONT HWY  
REAR  
NEW CASTLE, DE 19720-6315
65. NEW CASTLE COUNTY POLICE  
DEPARTMENT  
3601 N DUPONT HWY  
NEW CASTLE, DE 19720-6315
66. CHARLES W. BUSH SCHOOL  
101 WHITBY RD  
WILMINGTON, DE 19803-0000
67. PILOT SCHOOL  
100 GARDEN OF EDEN RD  
WILMINGTON, DE 19803-1504
68. TALLEY FIRE COMPANY  
3919 CONCORD PIKE  
WILMINGTON, DE 19803-1715
69. BRANDYWINE HIGH  
1400 FOULK RD  
WILMINGTON, DE 19803-2728
70. BRANDYWINE LIBRARY  
1300 FOULK RD  
WILMINGTON, DE 19803-2752
71. CLAREMONT SCHOOL  
1501 MARSH RD  
WILMINGTON, DE 19803-3546
72. LOMBARDY ELEMENTARY  
SCHOOL  
412 FOULK RD  
WILMINGTON, DE 19803-3803
73. ST. ALBANS EPISCOPAL  
CHURCH  
913 WILSON RD  
WILMINGTON, DE 19803-4012
74. DELAWARE MILITARY  
ACADEMY  
112 MIDDLEBORO RD  
WILMINGTON, DE 19804-1621

75. RICHARDSON PARK LEARNING CENTER  
99 MIDDLEBORO RD  
WILMINGTON, DE 19804-1643
76. RICHARDSON PARK ELEMENTARY SCHOOL  
16 IDELLA AVE  
APT A  
WILMINGTON, DE 19804-1661
77. CONRAD HIGH SCHOOL  
201 JACKSON AVE  
WILMINGTON, DE 19804-2125
78. RICHEY ELEMENTARY SCHOOL  
105 E HIGHLAND AVE  
WILMINGTON, DE 19804-2708
79. BELVEDER FIRE COMPANY  
1000 LIBERTY RD  
BLDG TV  
WILMINGTON, DE 19804-2814
80. STANTON MIDDLE SCHOOL  
1800 LIMESTONE RD  
WILMINGTON, DE 19804-4108
81. POSITIVE LEARNING SCHOOL  
1621 TELEGRAPH RD  
WILMINGTON, DE 19804-4113
82. NEW CASTLE CITY DETENTION CENTER  
963 CENTRE RD  
WILMINGTON, DE 19805-0000
83. SNOWDEN COTTAGE SCHOOL  
1825 FAULKLAND RD  
APT 7  
WILMINGTON, DE 19805-1121
84. FERRIS SCHOOL  
1825 FAULKLAND RD  
BLDG 18  
WILMINGTON, DE 19805-1121
85. FERRIS YOUTH REHAB CENTER  
1825 FAULKLAND RD  
APT C  
WILMINGTON, DE 19805-1121
86. TATNALL SCHOOL  
1501 BARLEY MILL RD  
WILMINGTON, DE 19807-2231
87. ALEXIS DUPONT HIGH SCHOOL  
50 HILLSIDE RD  
WILMINGTON, DE 19807-2263
88. AI DUPONT MIDDLE SCHOOL  
3130 KENNETT PIKE  
WILMINGTON, DE 19807-3052
89. WILMINGTON CHARTER SCHOOL  
100 N DUPONT RD  
WILMINGTON, DE 19807-3106
90. MILLCREEK FIRE COMPANY  
4021 SKYLINE DR  
WILMINGTON, DE 19808-0000
91. THOMAS MCKEAN HIGH SCHOOL  
301 MCKENNANS CH RD  
WILMINGTON, DE 19808-0000
92. HERITAGE ELEMENTARY SCHOOL  
2815 HIGHLAND LN  
WILMINGTON, DE 19808-0000

94. LONDON HILL ELEMETARY  
SCHOOL  
3415 SKYLINE DR  
WILMINGTON, DE 19808-1701

95. ST. JOHN SCHOOL  
905 MILLTOWN RD  
WILMINGTON, DE 19808-2232

96. BRANDYWINE SPRINGS  
SCHOOL  
2916 DUNCAN RD  
WILMINGTON, DE 19808-2319

97. SKYLINE MIDDLE SCHOOL  
2900 SKYLINE DR  
WILMINGTON, DE 19808-2812

98. ST. MARKS HIGH SCHOOL  
2501 PIKE CREEK RD  
WILMINGTON, DE 19808-3660

99. JOHN DICKINSON HIGH  
SCHOOL  
1801 MILLTOWN RD  
WILMINGTON, DE 19808-4011

100. MARBROOK ELEMENTARY  
SCHOOL  
2101 CENTERVILLE RD  
WILMINGTON, DE 19808-4720

101. KIRKWOOD PUBLIC LIBRARY  
6000 KIRKWOOD HWY  
WILMINGTON, DE 19808-4817

102. MILLCREEK FIRE COMPANY  
3808 KIRKWOOD HWY  
WILMINGTON, DE 19808-5108

103. MILLCREEK FIRE COMPANY  
3900 KIRKWOOD HWY  
OFC 1  
WILMINGTON, DE 19808-5110

104. JAMES GROVES HIGH SCHOOL  
1703 SCHOOL LN  
WILMINGTON, DE 19808-6030

105. CRANSTON HEIGHTS FIRE  
COMPANY  
3306 KIRKWOOD HWY  
WILMINGTON, DE 19808-6132

106. MT. PLEASANT HIGH SCHOOL  
5201 WASHINGTON ST  
WILMINGTON, DE 19809-0000

107. BRANDYWINE SCHOOL  
DISTRICT  
500 DUNCAN RD  
WILMINGTON, DE 19809-2369

108. CONCORD HIGH SCHOOL  
2501 EBRIGHT RD  
WILMINGTON, DE 19810-1125

109. CONCORD CHRISTIAN  
SCHOOL  
2510 MARSH RD  
WILMINGTON, DE 19810-1641}

110. TALLEY MIDDLE SCHOOL  
1110 CYPRESS RD  
WILMINGTON, DE 19810-1908

111. BRANDYWINE SCHOOL  
2115 ANSON RD  
WILMINGTON, DE 19810-2301

112. CHILDREN'S HOUSE  
MONTESSORI SCHOOL  
2848 GRUBB RD  
WILMINGTON, DE 19810-2353

113. CLAYMONT FIRE COMPANY  
1610 NAAMANS RD  
BLDG TV  
WILMINGTON, DE 19810-3021

114. FORWOOD ELEMENTARY  
SCHOOL  
1900 WESTMINSTER DR  
WILMINGTON, DE 19810-3926

115. ST. EDMONDS ACADEMY  
SCHOOL  
2120 VEALE RD  
WILMINGTON, DE 19810-4133