

**AN ORDINANCE GRANTING COMCAST OF GEORGIA I, LLC A
FRANCHISE AGREEMENT TO PROVIDE CABLE AND OTHER SERVICES TO
SUBSCRIBERS WITHIN THE CITY BOUNDARIES, GRANTING THE RIGHT TO
USE THE CITY'S PUBLIC RIGHTS OF WAY IN RELATION TO PROVISION OF
SUCH SERVICES. PROVIDING FOR ASSOCIATED FRANCHISE FEES AND FOR
OTHER PURPOSES.**

WHEREAS, the Georgia General assembly authorized the creation of a created a new political subdivision, the City of Dunwoody (hereinafter, the "Franchising Authority") effective December 1, 2008 and

WHEREAS, Comcast of Georgia/Virginia, Inc (hereinafter, the "Grantee") provides cable and other services to subscribers in the newly incorporated area; and

WHEREAS, the Franchising Authority, pursuant to its charter and police powers; is authorized to regulate the public rights-of-way within the boundaries of the political subdivision; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS as follows:

Franchise Agreement

Between the

City of Dunwoody, Georgia

And

Comcast of Georgia I, LLC

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AGREEMENT

This ***AGREEMENT***, executed as of the 1st day of December, 2008 (the "Effective Date"), by and between City of Dunwoody, GA (hereinafter referred to as the "Franchising Authority"), and Comcast of Georgia I, LLC whose principal place of business is located at 2925 Courtyards Drive, Norcross, GA, (hereinafter referred to as the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement the capitalized terms, phrases, words, and their derivations shall have the meanings set forth in Appendix A.

WITNESSETH:

The Franchising Authority, having determined that the financial, legal and technical ability of the Company is reasonably sufficient to provide the services, facilities and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into this Franchise Agreement with the Company for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair and remove the System, and provide Cable Services through the System, subject to the terms and conditions of this Agreement. This franchise authorizes Cable Service only and it does not grant or prohibit the right(s) of the company to provide other services.

1.2 Term of Franchise. This Franchise shall begin on the Effective Date and expire ten (10) years thereafter, unless renewed, terminated earlier pursuant to the terms of this Franchise Agreement, or the Consumer Choice for Television Act (O.G.C.A. 36-76-1 et seq.).

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Franchise and any ordinance adopted by the Franchising Authority or any said regulation, the terms and conditions of this Franchise Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions

1.5.1 Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues.

1.5.2 Purposes. To foster an environment where video service providers using the Public Ways can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the Law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and they should be interpreted and applied with such purposes in mind.

1.5.3 New Video Service Provider or Cable Service Provider. Notwithstanding any other provision of this Agreement or any other provision of Law, if any Video Service Provider (“VSP”) or Cable Service Provider (“CSP”) utilizing the public right-of-way (i) enters into any agreement with the Franchising Authority to provide video services or cable services to subscribers in the City, or (ii) otherwise begins to provide video services or cable services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Company, shall permit the Company to construct and operate its Cable System and to provide video services or cable services to subscribers in the City under substantially the same agreement and/or under substantially the same terms and conditions as apply to the new VSP or CSP. The Company and the Franchising Authority shall enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) containing substantially the same terms and conditions as are applicable to the VSP or CSP within sixty (60) days after the Company submits a written request to the Franchising Authority.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSP, taking into account the terms and conditions under which other VSPs or CSPs are allowed to provide video services or cable services to subscribers in the City.

1.5.4 Subsequent Change in Law. If there is a change in federal, state or local Law that provides for a new or alternative form of authorization, subsequent to the Effective date of this Franchise Agreement, for a VSP or CSP utilizing the public right-of-way to

provide video or cable services to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing video services or cable services to subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of Law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide video services or cable services to subscribers in the City on substantially the same terms and conditions as are applicable to a VSP under the changed Law; (ii) modify this Agreement to comply with the changed Law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide video services to subscribers in the City . The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Notwithstanding any provision of Law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise this rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect. Notwithstanding the above, the Company may at any time, in its sole discretion, opt into a state issued franchise pursuant to the Consumer Choice for Television Act (O.C.G.A. 36-76, et. al.).

1.5.5. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the City under the preceding sections shall supersede this Agreement, and the Company, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

SECTION 2 THE SYSTEM

2.1 The System and Its Operations

2.1.1. Service Area. As of the Effective Date of this Agreement, the Company's operates a System within the Franchise Area as delineated in Appendix C. Upon the request of the Franchising Authority and not more than once annually, the Company shall provide a revised description of its Service Area.

2.1.2. System. The Company, as of the Effective Date of this Franchise Agreement, maintains and operates a 750 MHz system capable of providing over 250 Channels of video programming which Channels may be delivered by analog, digital or other transmission technologies.

2.1.3. System Technical Standards. Throughout the term of this Agreement, the System shall be designed, maintained and operated such that quality and reliability of System Signal will be in compliance with Section 624A (Consumer Electronics Equipment Compatibility Standards) of the Cable Act as may be amended from time to time.

2.1.4. Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the System in accordance with the testing procedures and the technical performance standards of the FCC detailed in Title 47 Telecommunication, Chapter 1 Federal Communications Commission, Part 76, Subpart K, 76.601, 76.605, 76.609, 76.610, and 76.611 which may change from time to time.

2.2 Requirements With Respect to Work on the System

2.2.1 General Requirements. The Company shall comply with ordinances and/or rules and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent such local laws, ordinances or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with Chapter 25-9 of the Official Code of Georgia Annotated, relating to notification prior to excavation near underground utilities, as now or hereafter amended.

SECTION 3 PEG ACCESS

3.1 PEG Access

3.1.1 Channel Capacity. The Company agrees to make available Channel capacity (up to one channel) on the digital tier to be designated for non-commercial, non-revenue generating governmental use. The capacity shall be determined in light of cable access related community needs and interests relative to the costs of such needs and interests. The Franchising Authority and the Company may jointly determine that the community needs and interests may better be served using video on demand, video streaming or other transmission technology.

3.1.2 Programming Obligations. The Franchising Authority shall not require the Company to exclusively dedicate a government access channel unless and until such time as the Franchising Authority produces fifteen (15) hours per month of non duplicative original programming for three consecutive months. For purposes of this Agreement, character generated or video bulletin board messages, traffic cameras, or other such passively produced content shall not count towards the fifteen (15) hours of non-duplicative, original programming. Additionally, no more than five (5) hours of the required fifteen (15) hours shall be meetings held by the Franchising Authority, its boards, authorities or associated organizations. Prior to dedicating an exclusive channel to the Franchising Authority, the Company shall cablecast the programming produced by the Franchising Authority.

The Franchising Authority shall provide the Company with written notice demonstrating the programming threshold and its desire to activate a government access channel dedicated

to the Franchising Authority. The Company shall have three (3) months from receipt of such notice, or such longer period of time as may be reasonably necessary not to exceed six (6) months, to provide the channel. The Company shall promptly notify the Franchising Authority of such obligations and/or restrictions and present a reasonable time frame for providing the channel. The dedicated government channel may be delivered by analog, digital or other transmission technologies as determined by the Company in its sole discretion. The parties further agree that subscribers may require additional equipment to view such dedicated channels.

Once a channel is dedicated to the Franchising Authority for non-commercial, non-revenue generating, government access programming, the Franchising Authority must continue to produce and cablecast a minimum of fifteen (15) hours of non-duplicative, original programming per month. For purposes of this paragraph, character generated or video bulletin board messages, traffic cameras, or other such passively produced content shall not count towards the monthly fifteen (15) hours of non-duplicative, original programming. No more than five (5) hours of the required monthly fifteen (15) hours shall be meetings held by the Franchising Authority, its boards, authorities or associated organizations. Should the Franchising Authority not maintain the fifteen (15) hour programming per month threshold for any three (3) month period, then the Company may reclaim the channel capacity for its own use.

The Franchising Authority may cooperate with neighboring local governments to share a designated PEG channel as long as the parties collectively can meet the programming threshold outlined above.

3.2 Network Support and PEG Fees. The parties to this Agreement acknowledge that the Grantee had made certain capital investments as required by the Franchise Agreement between the Grantee, its Affiliates and DeKalb County, Georgia. As of the Effective Date, the Company collects additional fees from customers as reimbursement for those costs.

Additionally, the Grantee will incur significant costs associated with administration of this Franchise. To offset both the embedded capital costs and the one-time administrative costs, the parties agree that the Grantee may continue to pass through and retain fees up to \$.70 per customer per month through December 31, 2009. These fees will be reflected on customer's bill as a "Network Support Fee" and "PEG Support Fee".

3.3 No Liability. The Company shall have no liability nor shall be required to provide indemnification to Franchising Authority for PEG programming cablecast over the System.

SECTION 4 CUSTOMER SERVICE AND PRIVACY PROTECTION

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of the standards do not constitute a breach of this Franchise Agreement.

SECTION 5 COMPENSATION AND OTHER PAYMENTS

5.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay, or cause to be paid, to the Franchising Authority the amounts set forth in this Section 6.1.

5.1.1 Franchise Fees - Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenue derived from the operation of the System to provide Cable Services in the Franchise Area. .

5.1.2 Franchise Fees - Payment. All such payments of franchise fees shall be made on a quarterly basis and shall be remitted simultaneously with the submission of the Company's franchise fee report required pursuant to Section 5.1.3.

5.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority a report not later than thirty (30) days after the last day of March, June, September and December throughout the term of this Agreement setting forth the Gross Revenue for the period ending on said last day.

5.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. Franchising Authority may conduct audit no more than once annually to ensure payments in accordance with the terms and conditions of the franchise agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets or any other documents from the site of the audit. In the event, the Franchising Authority takes notes of any documents, records or files of the Company used to prepare an audit report, all notes shall be returned to the Company upon completion of the audit. The Audit period shall be limited to three years following the end of the quarter to which the disputed amount exists. Once any audited period of the Company has been the subject of a requested audit, such audited period shall not again be the subject of any audit., Notwithstanding the foregoing, audits are limited to one (1) per year but they may cover up to three (3) years of operation.

If, as a result of such audit or any other review, the Franchising Authority determines that the Company has underpaid its fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the franchising authority. Moreover, any additional undisputed amounts owed to the Franchising Authority as the result of the

audit shall be paid within 60 days, or other mutually acceptable timeframe from the date of the executed settlement agreement

5.2 Payments Not To Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 6 of this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all taxes of general applicability or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits or similar facilities that may be owned or Controlled by the Franchising Authority) which the Company or any Affiliated Person shall be required to pay to the Franchising Authority. Company and Franchising Authority further agree that franchise fee payments required under 5.1.1 of this Agreement shall be in lieu of permit fees and occupational license fee as required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company for or with respect to the use of the Streets nor shall the Franchising Authority levy any other tax, license, fee or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

5.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid at rates published by the Internal Revenue Service for tax refunds and additional tax payments for the period of delinquency.

5.4 Service to Governmental and Institutional Facilities.

5.4.1 Complimentary Installation. The Company, shall, upon written request by the Franchising Authority, provide Standard Installation of one service outlet for each of the Franchising Authorities facilities, public primary or secondary school and library, which will be located no more than 125 feet from the Company's activated distribution plant. If the facility is located more than 125 feet from the Company's activated distribution plant, then the Company shall within thirty (30) days of receipt of written request from the Franchising Authority, provide a written estimate for the cost of extending plant to the school, library or government facility as well as any necessary inside wiring costs.

5.4.2 Complimentary Service. Within thirty (30) days of receipt of written notice by the Franchising Authority, the Company shall provide one outlet of basic and expanded basic tier Service to each public primary or secondary school and public library located in the Franchise Area.

5.4.3 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school, public library or Service to a government facility.

SECTION 6 COMPLIANCE REPORTS

6.1 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as maybe necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement

6.2 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

6.3 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential any requested documents submitted to the Franchising Authority that are labeled as Confidential or Trade Secret by the Company prior to submission, while at all times complying with the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.). In the event that any other Person requests such documents, including requests pursuant to the Georgia Open Records Act, the Franchising Authority shall notify the Company of such request as soon as practicable, and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 11.6 hereof, so that the Company may take appropriate steps to protect its interests in the Requested Records, including seeking an injunction against the release of such Requested Records. Upon receipt of said notice, the Company may review the Requested Records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" such additional portions of the requested documents as contain confidential or proprietary information .

The Company agrees to indemnify and hold harmless, including the payment of attorney fees, the Franchising Authority, its employees, agents, consultants and elected officials, for any claim arising out of the Franchising Authority's refusal to produce, in response to a request by any Person or entity other than the Company, documents the Company has designated as "Confidential" or "Trade Secret." The Company further agrees to indemnify and hold harmless, including the payment of attorney fees, the Franchising Authority, its employees, agents, consultants and elected officials for any claim arising out of the Franchise Authority's production, in response to a request by any person or entity, documents the Company has not designated as "Confidential" or "Trade Secret." The Franchising Authority will not disclose to any other Person any Requested Records labeled by the Company as "Confidential" or "Trade Secret" unless such disclosure is required by law or compelled by court order.

6.4 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the County only as required under applicable Federal and State laws. Additionally, Franchising Authority shall permit only appropriately trained and authorized Persons to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System.

6.4.1 Liability. The Company shall have no liability nor shall be required to provide indemnification to Franchising Authority for its use of the Emergency Alert System.

SECTION 7

RATES

Rate Regulation. Franchising Authority and the Company recognize that as of the effective date of this agreement, the FCC has deemed that the Company is subject to effective competition within Franchise Area. The Franchising Authority and the Company reserve all rights regarding the regulation of rates.

SECTION 8 ENFORCEMENT

8.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of the franchise agreement, the Franchising Authority shall first informally discuss the matter with the Company. If such discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged non-compliance. (Violation Notice).

8.2 Company's Right to Cure or Respond. Company shall have sixty (60) days from the receipt of the Violation Notice or a longer period of time as the Franchising Authority may specify to either respond, cure alleged noncompliance or if by the nature of the complained of event cannot be cured within a sixty (60) day period, Company shall in writing initiate reasonable steps to remedy the matter and provide franchising authority a projected resolution date.

8.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged matter of noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If the violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

8.4 Enforcement. Subject to applicable federal and State law, in the event the Franchising Authority, after the hearing set forth above, determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may:

- (a) Seek specific performance damages; or
- (b) Commence an action at law for monetary damages or seek other equitable relief; or
- (c) In the case of a substantial default of a material provision of the Franchise, the Franchising Authority may seek to revoke the Franchise itself in accordance with subsection 8.1.5 below.

8.5 Revocation

(a) Prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise Agreement on the basis of noncompliance, by the Company, including three or more instances of substantial noncompliance with a material provision of the Franchise Agreement. The notice shall set forth the exact nature of the noncompliance. The Company shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide an explanation or to cure the alleged noncompliance. If the Franchising Authority has not received a satisfactory response from the Company it may then seek to revoke the Franchise at a public hearing. The Company shall be give at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the franchise.

(b) At the hearing, the Franchising Authority's governing board shall give the Company an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority's Governing Board de novo. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

(c) Notwithstanding the above provisions, the Company does not waive any of its rights under federal law or regulation.

SECTION 9 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within 45 days of such transfer the transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) An affirmative declaration that the applicant shall comply with the terms and conditions of this Agreement, all applicable federal, state laws and regulations, including municipal and county ordinances regarding the placement and maintenance of facilities in the public rights-of-way that are generally applicable to users of the public right of way specifically including Chapter 9 of Title 25, the Georgia utility Facility Protection Act

(b) A description of transferee's service area; and

(c) The location of the transferee's principal place of business and the names or names of the principal executive officer or officers of the transferee.

SECTION 10 INSURANCE and INDEMNITY

10.1 Insurance

10.1.1 Liability Insurance. Throughout the term of this Agreement and to the extent required of other users of the Streets, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies in an appropriate amount and provide the Franchising Authority with certificate(s) of insurance demonstrating that the Company has obtained the insurance.

10.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

10.2 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief to the extent such relief is required by any other provision of Federal State, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 11 MISCELLANEOUS

11.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

11.2 Appendices. The Appendices to this Agreement, attached hereto, and all portions thereof and exhibits thereto, are, except as otherwise specified in such Appendices, incorporated herein by reference and expressly made a part of this Agreement.

11.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

11.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety and welfare of the citizens of the City of Dunwoody, Georgia.

11.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

11.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of Dunwoody
Attn: City Manager

_____, ____

COMPANY:

Comcast of Georgia I, LLC
Attn: Vice President, Government & Community Affairs
2925 Courtyards Drive
Norcross, GA 30071

With a copy to: Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339

And: Comcast Cable Communications, Inc.
Attn: Legal Dept.
One Comcast Center
Philadelphia, PA 19103

11.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any

inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

11.7.1 Organization, Standing, and Authorization. The Company is a limited liability corporation validly existing and in good standing under the laws of the State of Georgia and is duly authorized to do business in the State of Georgia and in the Franchise Area.

11.7.2 Compliance with Law. The Company, to the best of its knowledge, is in substantial compliance with all material laws, ordinances, decrees and governmental rules and regulations applicable to the System and has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the System.

11.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets and equipment of the System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

11.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

11.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in the preceding sections of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 8 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

11.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

11.13 Governing Law. This Agreement shall be deemed to be executed in the City of Dunwoody, State of Georgia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that State.

11.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 11.7, or to such other address as the Company may provide to the Franchising Authority in writing.

11.15 Modification. The Company may at any time during the term of this Agreement seek a modification, amendment or waiver of any term or condition of this agreement. No provision of this Agreement nor any Appendix to this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

11.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.17. .

11.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement shall be deemed subject to this section.

11.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

11.19 Third Party Beneficiaries. Nothing in this Franchise or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

SO ORDAINED AND EFFECTIVE this the 18th day of December, 2008.

City of Dunwoody, Georgia

Approved By: _____

Name:

Title Mayor

(Seal)

Approved as to form and content:

Brian Anderson, City Attorney

Attest: _____

Joan C. Jones, Acting City Clerk

Date: _____

Comcast of Georgia I, LLC

By: _____

Name: John H. Ridall, Jr.

Title: President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"Abandonment" means: (i) the cessation, by act or failure to act of the Company of the provision of all, or substantially all, of the Services then being provided over the System to Subscribers or the Franchising Authority for twenty-four (24) or more consecutive hours, except if due to an event beyond the control of the Company.

"Affiliated Person" means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with the Company.

"Agreement" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"Basic Service" means any service tier which includes the retransmission of local television broadcast signals and any equipment or installation used in connection with Basic Service.
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"Cable Act" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. §§ 521 et seq.

"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. "Cable service" does not include any video programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"Cable service provider" means 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).

"Cable system" means 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 television signals of one (1) or more television broadcast stations;
- (B) A facility that serves subscribers without using any public right-of-way as defined herein;
- (C) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 - 276, except that such facility shall be considered a cable system, other than for purposes of 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 47 U.S.C. 573; or
- (E) Any facilities of any electric utility used solely for operating its electric utility system.

"Channel" means a "Channel" or "cable Channel" as defined in the Cable Act.

"Company" means Comcast of Georgia I, LLC a limited liability corporation validly existing under the laws of the State of Georgia, whose principal place of business is located at 2925 Courtyards Drive, Norcross, GA 30071.

"Control" or **"Controlling Interest"** means actual working Control in whatever manner exercised, including, without limitation, working Control through ownership, management, debt instruments, or negative Control, as the case may be, and of the System, the Franchise, or the Company.

"FCC" means the Federal Communications Commission, its designee, or any successor thereto.

"Franchise Area" means the incorporated areas of the City, including any areas annexed by the Franchising Authority during the term of the Franchise.

"Franchising Authority" means the City of Dunwoody, Georgia, or lawful successor, transferee, designee or assignee thereof.

"Gross Revenues" means all revenues received from subscribers for the provision of cable service or video service, including franchise fees for cable service providers and video service providers, and advertising and home shopping services and shall be determined in accordance with Generally Accepted accounting Principles ("GAAP"). Gross revenues shall not include:

(A) Amounts billed and collected as a line item on the subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of "Gross Revenue" , such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) Any revenue not actually received, even if billed, such as bad debt;

(C) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide cable or video programming;

(D) Any amounts attributable to refunds, rebates, or discounts;

(E) Any revenue from services provided over the network that are associated with or classified as non-cable or non-video services under federal law, including, without limitation, revenues received from telecommunications services, information services other than cable or video services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-cable or non-video service is bundled with the sale of one or more cable or video services and sold for a single non-itemized price, the term "gross revenues" shall include only those revenues that are attributable to cable or video services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) Any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) Any revenue from sales or rental of property, except such property as the subscriber is required to buy or rent exclusively from the cable or video service provider to receive cable or video service;

(H) Any revenue received from providing or maintaining inside wiring;

(I) Any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) Any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of video programming.

“Normal Business Hours” The term "normal business hours" means those hours during which most other businesses in the community are usually and customarily accessible to customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

“Normal Operating Conditions” The term "normal operating conditions" means those service conditions, which are within the control of the Company. Those conditions, which are not within the control of the Company, include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions, which are ordinarily within the control of the Company, include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"Responsible Franchising Official" means the body, organization or official to whom the applicable rights or obligations have been delegated by the Franchising Authority pursuant to applicable law.

“Service Area” means the geographic territory within a municipality or unincorporated area of a county where a cable operator or video service provider provides or has proposed to offer cable service or video services pursuant to a franchise.

"Signal" means any transmission of radio frequency energy or of optical information.

“Standard Installation.” The term “standard installations” means installations that are located within 125 feet of the existing Cable System

"Streets" means the surface of, and the space above and below, any and all Streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights of way.

"Subscriber" means any Person lawfully receiving any Service provided by the Company by means of or in connection with the System, whether or not a fee is paid for such Service.

“Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, as set forth in 47 U.S.C. §522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. Section 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

"Video Service Provider" means an entity providing video service, as defined herein. This term does not include a cable service provider.

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**APPENDIX B
CUSTOMER SERVICE STANDARDS**

[Code of Federal Regulations]

[Title 47, Volume 4, Parts 70 to 79]

[Revised as of October 1, 1998]

From the U.S. Government Printing Office via GPO Access

[CITE: 47CFR76.309]

[Page 561-563]

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION (Continued)
PART 76--CABLE TELEVISION SERVICE--Table of Contents
Subpart H--General Operating Requirements

Sec. 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

- (1) Cable system office hours and telephone availability--

- (i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - (A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 - (B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
 - (ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
 - (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
 - (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
 - (v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
- (2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:
- (i) Standard installations will be performed within seven (7) business days after an order has been placed. ``Standard" installations are those that are located up to 125 feet from the existing distribution system.
 - (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on ``service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.
 - (iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

- (iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
- (v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges.

Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

- (B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.
- (iii) Refunds--Refund checks will be issued promptly, but no later than either--
 - (A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (B) The return of the equipment supplied by the cable operator if service is terminated.
- (iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

- (i) Normal business hours--The term ``normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, ``normal business hours" must include some evening hours at least one night per week and/or some weekend hours.
- (ii) Normal operating conditions--The term ``normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
- (iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

**APPENDIX C
SYSTEM DESCRIPTION**

A description of the Company's service area **if the service area is not equivalent to the franchise area, which description shall be sufficiently detailed so as to allow the franchising authority to respond to customer inquiries. The Company may supply a detailed map that fairly depicts the service area.**

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