

## INSPECTION AND CORRECTION AGREEMENT BETWEEN BROADSTRIPE AND THE CITY OF SEATTLE

This Inspection and Correction Agreement ("Agreement") is entered into between the City of Seattle ("City") and Millennium Digital Media Systems, L.L.C., d/b/a/ Broadstripe Cable ("Broadstripe") this 10 day of May, 2010.

### Recitals

- A. Broadstripe is the current franchisee to a cable franchise granted to Millennium Digital Media Systems, L.L.C. by the City in 2007. Section 13.1 of the franchise requires Broadstripe to maintain its cable system in accordance with all applicable codes including the NEC and NESC.
- B. During November and December of 2009 the City conducted a technical audit of the physical components of Broadstripe's cable system. As a result of that audit, the City notified Broadstripe that it was in violation of numerous NESC and NEC codes and provided Broadstripe a copy of the technical audit report.
- C. The results of the technical audit were presented to the Seattle Council Energy, Technology and Civil Rights Committee on February 17, 2010. At the meeting Broadstripe and the Office of Cable Communications agreed to formulate a plan to bring the Broadstripe network into compliance with the NEC and NESC.
- D. Pursuant to that commitment the parties have reached an agreement on a correction plan and, accordingly, enter into this agreement.

### Agreement

#### 1. Plan:

- Beginning with the date of this Agreement, Broadstripe will inspect all 22 Broadstripe nodes in the City at an average of one node per month and identify all NESC and NEC violations with 24 months.
- In each node area, Broadstripe will correct all noncompliant issues including drops, grounding, bonding, missing down guys, loose cable wires and all other NESC or NEC violations for which it is responsible and that Broadstripe can fix without the involvement of other pole users. Broadstripe and Seattle City Light (SCL) will work cooperatively to resolve issues that require coordination among other poles users and attempt to fix those problems within the specified period of 24 months.
- If the corrections require permits and/or resources not available at the time the noncompliance is identified, Broadstripe shall make every reasonable effort to obtain the

necessary permit and/or resources to complete the project as timely as possible and within the 24 month time period.

- The parties agree that any non-conforming legal conditions shall be brought to code at the time that Broadstripe and/or its contractors and subcontractors come into contact with such attachments if such action is required by the NESC and NEC codes.
- 2. In each node area Broadstripe will conduct the following specific activities:**
- For active customers: Broadstripe will test all drops over 10 years of age or at locations with repeat trouble calls where a resolution has not been identified and implemented. It will replace all such drops where signal loss is 5% or greater from the optimal specifications.
  - For Disconnected customers: All drops that do not meet code will be brought to code or removed.
  - Broadstripe will add or repair down guys and guards where needed and add insulators (Johnny balls) to the span and down guys.
  - Broadstripe will take appropriate corrective action to balance the sag on its wires to establish the minimum clearance distances required by the code.
  - Broadstripe shall correct other NEC or NESC violations
- 3. Broadstripe shall provide a monthly report to the Office of Cable Communications. The Report shall contain at a minimum:**
- A map of the Broadstripe system detailing the area worked on during the reporting period
  - Number and types of NEC or NESC violations found
  - Number of drops tested
  - Number of drops replaced
  - Number of drops removed
  - Number of drops grounded or re-grounded
  - Number of drops bonded
  - Number of drops with attachment point changed
  - Number of down guys added, repaired, or guard added
  - Number of hanging (disconnected) subscriber drops removed
  - Other NEC, NESC violations cured
  - A list of issues that were not resolved and the reason for the lack of action (e.g Requires SCL coordination with 3<sup>rd</sup> parties etc)
  - A description of Broadstripe's attempts to secure coordination with SCL to address issues

- A statement certifying that Broadstripe has identified all NESC and NEC violations in a given area.

The monthly report will be e-mailed to the Office of Cable Communications on or before the 15<sup>th</sup> day for the work completed in the preceding month. The City will receive a final report within 30 days of the end of the 24 month period summarizing the work performed.

The Office of Cable Communications and/or SCL will meet with Broadstripe as needed to review the status of this project and to help all parties find ways to resolve any issues delaying the completion of this corrective work. The parties agree that at the end of the 24 month period Broadstripe shall have indentified all NESC and NEC violations in its service area for which it is responsible. Broadstripe shall also have cured all such violations unless the violations could not be cured due to the need for coordination with SCL and third parties or other issues beyond Broadstripe's control. Any non-compliance issues not resolved at the end of the 24 month period and the reason for the delay shall be reported to the City in the final report. The City reserves all rights and remedies for any failure of Broadstripe to fulfill its obligations under this Agreement.

Signatures

BROADSTRIPE

By *[Signature]* 5-10-10  
Signature Date

David W. Irons  
Type or Print Name

EVP/GM  
Title

THE CITY OF SEATTLE

By *[Signature]* 5-10-10  
Signature Date

TONY PEREZ  
Type or Print Name

Director, Seattle Office of Cable Comm.  
Title

