

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 18-0491-PET

Joint petition of Champlain Broadband, LLC, City of Burlington doing business as Burlington Telecom, and Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. §§ 109, 231, and 504; 47 U.S.C. § 214(e); and Section 438(c)(1) of the City of Burlington Charter	
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Entered: 02/19/2019

CERTIFICATE OF PUBLIC GOOD (“CPG”)
ISSUED PURSUANT TO 30 V.S.A. SECTION 504

IT IS HEREBY CERTIFIED that the Public Utility Commission (“Commission”) of the State of Vermont on this day found and adjudged that the issuance of a Certificate of Public Good (“CPG”) to Champlain Broadband, LLC (the “CPG Holder”) for a term of 11 years, to serve the City of Burlington (the “City”) and to operate a cable television system in the City will promote the general good of the State of Vermont.

In doing business in the State of Vermont, the CPG Holder shall comply with the following conditions:

1. To the extent required by law, any entity, other than the CPG Holder, that seeks to offer cable television service using the CPG Holder’s cable network shall first obtain a separate CPG from this Commission pursuant to 30 V.S.A. §§ 231 and 503.
2. The CPG Holder is authorized to do business in Vermont under the name Burlington Telecom. If the CPG Holder conducts business in Vermont under any other name, it shall file a notice of the new trade name with the Commission and the Department of Public Service (“Department”) at least 15 days before commencing business under the new trade name.
3. The CPG Holder shall at all times conduct its operations consistent with Commission rules or regulations, as amended from time to time, this CPG, and Vermont law.
4. The CPG Holder shall obtain all necessary Commission approvals as required by 30 V.S.A. §§ 109 and 232 before entering into any leases or other arrangements subject to those provisions. The CPG Holder shall not transfer title to or possession of any property or assets

constituting 10% or more of the CPG Holder's property used in or required for the provision of regulated public services under this CPG, including any equipment subject to a lease, without first obtaining Commission approval as required by Vermont law.

5. In no event shall the CPG Holder abandon or curtail its cable television service or abandon all or any part of its facilities used in or required for the provision of its cable television services, except after receiving approval of the Commission, as provided in 30 V.S.A. §§ 231 and 505.

6. Construction, including installation, of the cable system shall conform to all applicable state and federal laws and regulations and the National Electrical Safety Code.

7. The CPG Holder shall annually file all versions of its customer service agreements for its cable television services with the Department and the Commission.

8. The CPG Holder shall not show gross operating revenue tax pursuant to 30 V.S.A. § 22 as a line item on customer bills.

9. Gross Revenues

- a. For the purpose of calculating the gross operating revenue tax, the CPG Holder shall use the following definition of "gross operating revenues": all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by the CPG Holder and derived from the operation of its cable systems, including monthly fees charged to subscribers for basic service; monthly fees charged to subscribers for any optional service; pay-television fees; pay-per-view fees; premium-service fees; monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection, and reconnection fees; leased-channel fees; fees, payments, or other consideration received from programmers; fees, payments, or other consideration received from third parties for lease of space on either fiber or coaxial cable; converter rentals or sales; studio-rental, production-equipment, and personnel fees; advertising revenues; revenues from home-shopping networks; and revenues from internet access service until such time that a gross revenue tax is paid on such revenues as telecommunications services.
- b. For purposes of calculating funding for Public, Educational, and Governmental ("PEG") access in the absence of an agreement otherwise, the CPG Holder shall

use the definition of gross revenues stated above, except that internet-access service revenues shall be excluded from the calculation unless and until Congress, the Federal Communications Commission, or a court of competent jurisdiction or governmental agency of competent jurisdiction issues a final ruling or order, not subject to appeal, that these revenues shall be included in the calculation of gross cable-service revenues.

10. The CPG Holder shall at all times offer a reasonably broad range of programming, having regard to available technology, availability of such programming, the interests of subscribers, the revenues and potential revenues of the system, and costs.

11. The Commission shall, to the extent permitted by law, retain jurisdiction to prescribe broad categories of programming.

12. Prices for services not subject to rate regulation by the Commission shall at all times be reasonable, having regard to the costs of providing such service. Unless otherwise specified by state law or Commission rule, current rates, terms, and conditions for provision of regulated cable television service, and any change thereto shall at all times be filed with the Commission and the Department.

13. Unless otherwise specified by state law or Commission rule, the CPG Holder shall notify the Commission and the Department 30 days before any changes in cable television rates, terms, or conditions of service; changes in channels offered; re-tiering of any channel; or any lien, mortgage, or pledge.

14. At the time of filing its Annual Report pursuant to 30 V.S.A. §§ 22 and 514, the CPG Holder shall file a separate report with the Department and the Commission the following:

- a. A listing of services, the rates charged for each service as of the date of the filing of the report, a statement of any changes in any such rates from the preceding calendar year or period, and a statement of the revenue derived from each service during that calendar year or annual period;
- b. A balance sheet, an income statement, a statement of changes in financial condition, and a statement of assets used and useful for the provision of service in Vermont, all as of the close of the preceding calendar year or annual period; and
- c. A statement of any significant changes to the CPG Holder's business structure, operating procedures, or services that are planned for the current calendar year.

15. At the time of filing its Annual Report pursuant to 30 V.S.A. § 22, the CPG Holder shall also file a separate report with the Department and the Commission a map sufficiently outlining the service territory and describing its existing cable television plan and any extensions and replacements planned for commencement or completion within one calendar year from the close of the preceding calendar year or annual period. This map shall be filed in paper format and in electronic format. The electronic map shall be provided in one of the standard formats: ArcView shapefile (preferred); .E00 Arc/Info Export format; MapInfo interchange format; Microstation .DGN format; or AutoCAD, .DWG, or .DXF format. The filing should identify the cartographic projection of the electronic map file or should state if it is in unprojected coordinates (i.e., latitude and longitude). The CPG Holder may seek confidential treatment of this required filing, if appropriate.

16. The CPG Holder shall file a line extension report with the Department by April 15 of each year that provides the following information relative to line extensions completed during the preceding calendar year:

- a. Location of line segment, including location of line segment by reference to nearest road(s);
- b. Length of strand, in feet or miles;
- c. Number of dwellings and multiple-unit business establishments passed, without discounting seasonal dwellings or dwellings with a satellite dish;
- d. Date on which line was placed in service;
- e. A street map and description of the streets and areas of the City to which the CPG Holder does not yet provide service.

17. This Certificate shall expire 11 years from the date of this Certificate.

18. This Certificate shall be subject to revocation pursuant to and in accordance with 30 V.S.A. § 509.

19. This Certificate may not be transferred without the consent of the Commission, which shall not be unreasonably delayed or withheld.

Public, Educational, and Governmental (“PEG”) Access

20. Commission Rule 8.400 shall apply to the CPG Holder, to any access management organizations (“AMOs”) with which the CPG Holder may designate and contract, and to any

organizations that seek the CPG Holder's designation as an AMO. The CPG Holder shall comply with Rule 8.400 as it may be amended from time to time.

21. The CPG Holder shall designate one or more AMOs as provided in Rule 8.400. The CPG Holder shall provide levels and types of financial, operational, and technical support to those AMOs that are consistent with current contracts with the AMOs.

22. Upon the request of RETN, VCAM, Channel 17, or other AMO designated by the CPG Holder, the CPG Holder shall activate remote locations for the purpose of cable casting and interactive programming. These remote locations are identified in the Operator-AMO Agreement between the CPG Holder and the AMOs. All remote locations shall be activated within six months of receiving a request. The CPG Holder shall provide and activate each drop within six months of receiving a request from a school, library, AMO, or municipality, provided, however, that the CPG Holder is able to obtain all necessary approvals and permits pursuant to Rule 3.700. This condition does not require the CPG Holder to provide drops to buildings that are neither passed by nor located within 500 feet of cable plant unless an entity is willing to reimburse the CPG Holder for the incremental cost of the non-standard installation. The CPG Holder shall provide basic cable service at each coaxial drop and shall provide an aerial drop (standard installation), both at no charge. Upon request, the CPG Holder shall provide an entity described in this paragraph with a non-standard installation, provided the entity pays the difference in cost between the standard and non-standard installation. Non-standard installations include underground installation or installation to an entity located more than 500 feet from cable plant.

23. The CPG Holder shall interconnect its system to all AMO studio locations providing programming to Burlington, at the CPG Holder's expense. If the Commission designates an entity to act as a statewide PEG AMO, the CPG Holder shall interconnect, directly or indirectly, with the statewide PEG AMO via Burlington's AMO locations. The CPG Holder shall bear its own costs associated with this interconnection.

24. If the Commission has designated an entity to act as a statewide PEG AMO, the CPG Holder shall, upon request of the AMO, provide as minimum support for the statewide PEG network the capability of transmitting signals from the statewide network to any PEG forward channel and transmitting to the statewide network signals originating on any PEG reverse channel on the cable system. A request by the AMO for statewide PEG-network capability must

be made at least one year before activation of the statewide channel on the CPG Holder's system. Additionally, the CPG Holder is not obligated to pay for statewide PEG-programming content in addition to its PEG-access obligations.

25. The CPG Holder shall file with the Commission and Department copies of all PEG-access contracts with AMOs, and any amendments thereto, within 30 days of execution.

26. The CPG Holder agrees to participate in any negotiations between AMOs designated by the CPG Holder and other cable operators for the resolution of PEG-access issues in which the CPG Holder has an interest, such as the statewide PEG AMO and other shared obligations.

27. The CPG Holder shall work in good faith with the AMOs to maintain a plan for reasonable public access in accordance with Rule 8.401 and Rule 8.419. This plan shall be developed in consultation with the CPG Holder and the AMOs through annual meetings. The subject of these meetings may include changing network features, community needs and interests, AMO capital planning considerations, and larger community and industry trends.

28. All standard definition ("SD") access channels shall be included by the CPG Holder, without limitation, as part of Basic Service (also known as the lowest priced tier).

29. All high definition ("HD") PEG access channels shall be included by the CPG Holder, without limitation, as part of the lowest priced tier of HD cable service upon which the CPG Holder provides HD programming content. The provision of HD channels does not eliminate the CPG Holder's obligation to provide PEG in SD until such time as all other Basic Service channels (or its equivalent tier), excluding access channels, are carried in HD. At such time as all other Basic Service channels (or its equivalent tier), excluding Access Channels, are carried in HD, all remaining SD access channel signals will also be carried by the CPG Holder in HD or appropriate format and will not be subtracted from the number of channels available to the AMOs at that time. All HD PEG-access channels under this CPG shall be included by the CPG Holder, without limitation, as part of the lowest priced tier of HD cable service for which the CPG Holder provides HD programming content.

30. The CPG Holder shall make reasonable efforts to place HD PEG channels in reasonable proximity to HD local broadcast channels or similar public interest HD channels, or as close as the existing channel lineup will allow at the time the HD PEG channel is launched, or as otherwise agreed to with the AMO.

31. The CPG Holder recognizes that the Burlington AMOs have had access to the existing interactive program guide. The AMOs shall be responsible for procuring contracts and covering all requirements and costs, including subscription costs, associated with accessing their program information on the CPG Holder's third-party interactive program guides and navigational platforms to ensure that these channels shall be presented in the same manner as other channels on the menu.

32. If the CPG Holder incorporates new or emerging improvements or enhancements that hinge on the changing definition of cable capacity such as but not limited to 4K UHD TV and 8K UHD TV (per Rule 8.000 definition (L)), AMOs may submit written requests to the CPG Holder in accordance with Commission Rule 8.405 to be provided with access to these improvements. Without further obligation, following receipt of such a request, the CPG Holder will participate in discussions of these improvements or enhancements with the AMO. Subject to Rule 8.405, these discussions shall address potential options for improvements and enhancements of delivery of PEG content, including possible technical means and costs of incorporating these improvements or enhancements for delivery of PEG content.

33. The CPG Holder shall maintain all PEG-access channels and interconnections of PEG-access channels at the same level of technical quality and reliability required by all applicable laws, rules, and regulations for Residential Subscriber Channels. The CPG Holder shall not discriminate against PEG-access channels with respect to the functionality, signal quality, channel bandwidth, codecs, and features from those of the local broadcast channels that the CPG Holder carries.

Customer Care and Communications

34. The CPG Holder's deposit and disconnection policies shall at all times be consistent with Commission Rules 3.200, 3.400, and 8.000, as they may be amended from time to time.

35. The CPG Holder shall abide by the Consumer Affairs and Public Information Division of the Department ("CAPI") Stipulation Criteria - CATV Service Providers developed by the Department, as amended from time to time. Specifically, Champlain Broadband shall be subject to the so-called CAPI stipulation criteria for cable television system operators.

36. The CPG Holder shall designate a staff person to serve as primary liaison to CAPI, providing on an ongoing basis current contact information for that individual.

37. The CPG Holder shall annually cause to be mailed to each of its subscribers a notice or notices, developed in consultation with the Department and approved by the Commission, to the extent required by law that:

- a. state that the Commission and the Department desire to hear the views of subscribers regarding the quality of services provided by the CPG Holder and as to the reasonableness of the terms upon which such services are provided;
- b. inform the subscribers how they may communicate their views to the Commission, to the Department, and to the CPG Holder;
- c. notify subscribers of the complaint and appeal procedure for complaints against any PEG-access entity and complaints against the CPG Holder itself; and
- d. include the notices required by PUC Rule 8.341 and 47 C.F.R. § 6.1602(b)-(c).

38. The CPG Holder shall not use the term “Basic” alone, in a phrase, or as an abbreviation in reference to any service tier other than the lowest level of cable service that a subscriber can select. The CPG Holder shall provide all consumers at the time of installation with a clear, written notice complying with 47 C.F.R. § 76.1618 that the basic tier of service is available, the cost per month, and a list of all services included in the basic tier.

39. The CPG Holder shall list the toll-free telephone number of the Department on its bills and in the “complaint procedures” section of its annual notices along with the following language: “You should first try to resolve any complaint or dispute directly with Burlington Telecom. If you remain unsatisfied by Burlington Telecom’s response, you may request assistance from the Vermont Department of Public Service Consumer Hotline by calling 1-800-622-4496, or email consumer@vermont.gov.” The CPG Holder’s complaint procedure and any other relevant sections of the annual notice provided to consumers shall comply with 47 C.F.R. § 76.1602(b), including providing specific reference to the “Vermont Public Utility Commission” as the local franchising authority for all Vermont systems. At no time shall the CPG Holder represent to customers, either in writing or orally, that the City of Burlington is the local franchising authority in Vermont.

40. The CPG Holder shall at all times ensure that its annual customer notice is specific and detailed with respect to Vermont policies and procedures and that all contents are consistent with the CPG Holder’s tariff.

41. This CPG shall be subject to any rules lawfully adopted or to be adopted by the Commission, including Rules 3.200, 3.400, and 8.000. This CPG incorporates these rules by reference.

42. The CPG Holder shall pay any lawful applicable municipal and street excavation fees.

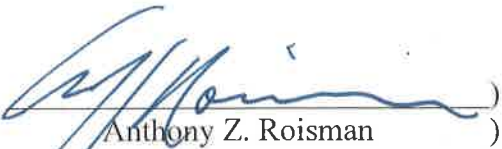
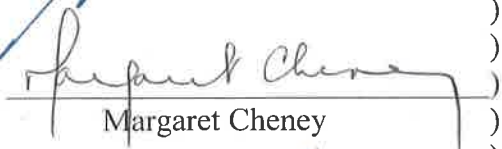

43. For the duration of this CPG, the CPG Holder shall retain written records, including workpapers, invoices, and records of payment remittance, of all payments in lieu of taxes and franchise fees paid to the City, and of any payments to public access management organizations.

44. The CPG Holder shall comply with the Memorandum of Understanding with the Burlington Access Management Organization admitted as Exhibit Champlain-TS-10 in this proceeding and attached as **Attachment 1 to this CPG**.

45. The CPG Holder shall provide cable Service Quality and Reliability Plans for Burlington Telecom to the Department and the Commission and also, within 90 days of the issuance of the final order in this case, must work with CAPI to develop a service quality plan, including reporting for cable operations.

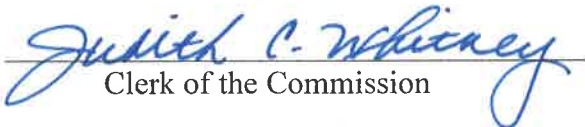
46. The CPG Holder shall be subject to the so-called CAPI stipulation criteria for cable television system operators.

Dated at Montpelier, Vermont, this 19th day of February, 2019

 Anthony Z. Roisman)	PUBLIC UTILITY
 Margaret Cheney)	COMMISSION
 Sarah Hofmann)	OF VERMONT

OFFICE OF THE CLERK

Filed: February 19, 2019

Attest: 
Clerk of the Commission

Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Commission (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: puc.clerk@vermont.gov)

**STATE OF VERMONT
PUBLIC SERVICE COMMISSION**

Joint Petition of Champlain Broadband LLC,)
City of Burlington d/b/a Burlington Telecom,)
Blue Water Holdings LLC for approvals,)
pursuant to 30 V.S.A. § 109,231,504, 47)
I.J.S.C. § 214(e), and Section 438(c)(1) of the)
City of Burlington Charter)

Case No. 18-0491

**MEMORANDUM OF UNDERSTANDING BETWEEN CHAMPLAIN BROADBAND
LLC and the
BURLINGTON ACCESS MANAGEMENT ORGANIZATIONS**

This Memorandum of Understanding ("MOU") is entered into as of the 20th day of August, 2018. among the Chittenden County Government Access Channel Trust, a Vermont non-profit Corporation, with a principal place of business at 294 North Winooski Avenue, Burlington, Vermont 05401-3680 (hereinafter "Channel 17"), Vermont Community Access Media, Inc., a Vermont non-profit corporation, with a principal place of business at 208 Flynn Avenue, Burlington, Vermont 05401 (hereinafter "VCAM"), and Regional Education Television Network, Inc., a Vermont non-profit corporation, with a principal place of business at 208 Flynn Avenue, Burlington, Vermont 05401 (hereinafter "RETN"), and Champlain Broadband, LLC, a Vermont limited liability company, with offices at 200 Church Street, Burlington, Vermont 05401 (hereinafter "Champlain"). Channel 17, VCAM and RETN are the three Access Management Organizations operating in the City of Burlington (hereinafter each an "AMO" and collectively the "Burlington AMOs"). Champlain and the Burlington AMOs are also referred to collectively herein as the "Parties" and individually as a "Party."

WHEREAS, Champlain filed a petition, prefiled testimony and exhibits on February 26, 2018, along with co-petitioners City of Burlington d/b/a Burlington Telecom, and Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. §§ 109, 231 and 504, 47 U.S.C. §214(e), and Section 438(c)(1) of the City of Burlington Charter for Champlain to own and operate Burlington Telecom, referred to as the “Transaction”; and

WHEREAS, on July 11, 2018, the Burlington AMOs filed prefiled testimony and exhibits supporting the Transaction so-long as Champlain agreed to various conditions regarding PEG-related CPG conditions substantially similar to those conditions the Commission approved for Burlington Telecom in Docket 8719 and extension of the existing Operator-AMO agreement currently in effect between Burlington Telecom and the Burlington AMOs upon terms that are materially and substantially similar; and

WHEREAS, the Parties wish to enter this Memorandum of Understanding, which includes Exhibit Joint A (Champlain Broadband, LLC and Burlington AMOs’ Proposed PEG-Related CPG Conditions) and Exhibit Joint B (Agreement Regarding Cable Television Public Access between Champlain Broadband, LLC and Burlington Access Management Organizations (hereinafter the “Agreement”)), and jointly propose such mutually agreed upon PEG-related CPG conditions and terms of an Operator-AMO agreement to the Commission.

STIPULATION

NOW THEREFORE, the Parties, by and through their respective attorneys, stipulate and agree as follows:

1. There is no significant issue as to any material fact regarding PEG-related issues and the Parties agree that the issuance of a Certificate of Public Good (“CPG”) to Champlain

incorporating PEG-related conditions is substantially in accordance with the terms of this MOU, including exhibits attached thereto, will satisfy the EMCO Criteria set out in Commission Rule 8.214, as said criteria relates to PEG Access, and promotes the general good of Vermont, again as it relates to PEG Access.¹

2. Accordingly, should the Commission determine that a CPG should be issued to Champlain for a period of eleven (11) years, the Parties jointly seek to have the Commission;

- a. Adopt and incorporate PEG-related CPG conditions in substantially the form set out in Attachment MOU-A; and
- b. Require Champlain and the Burlington AMOs to enter an Operator-AMO agreement in substantially the form set out in the attached Attachment MOU-B.

3. The terms and conditions of this MOU shall supersede any inconsistent testimony or exhibits. The testimony and exhibits attached to Petitioners' petition, the Burlington AMO's testimony and exhibits, and the conditions contained in this MOU should be admitted into record to the extent that such evidence relates to PEG-related issues

4. The Parties have made specific compromises to reach this MOU. Accordingly, this MOU is expressly conditioned upon the Commission's acceptance of all of its provisions, without material change or condition. If the Commission does not accept the MOU in its entirety, the MOU shall, at the option of any Party, be deemed to be null and void and without effect, and shall not constitute any part of the record in this proceeding and shall not be used for

¹ The Burlington AMOs expressly state that they are not taking a position on any matter arising in this Case related to a non-PEG issue as all such matters fall outside the scope of the Burlington AMOs' intervention status nor does this MOU address any matter other than PEG-related issues.

any other purpose. In the event any material modification or change is made to the MOU and a Party exercises its option to void the MOU, each Party shall be placed in the position that it enjoyed in this proceeding before entering into the MOU, and shall have the right to submit filings in this docket.

5. Nothing in this MOU shall bind the Parties to take or refrain from taking any position on any issue not addressed herein, including any issue raised by any other Party to this docket, or in any future docket.

6. The Parties agree that this MOU shall not be construed by any Party or tribunal as having precedential impact on any future proceedings involving the Parties, except as necessary to implement this MOU or to enforce an order of the Commission resulting from this MOU.

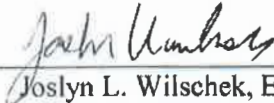
7. This MOU is governed by Vermont law and any disputes under this MOU shall be decided by the Commission.

8. This MOU may be modified only upon mutual written agreement by the Parties, and is subject to any necessary Commission approvals.

Dated at Burlington, Vermont this 20th day of August, 2018.

Champlain Broadband, LLC

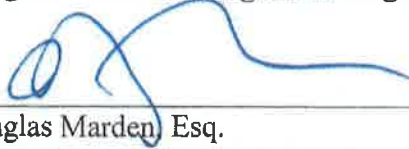
By: _____



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The Burlington Access Management Organizations

By: _____



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STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 18-0491

Attachment MOU - A

Joint petition of Champlain Broadband, LLC, City of Burlington d/b/a Burlington Telecom, and Blue Water Holdings LLC for approvals, pursuant to 30 V.S.A. §109, 231, 504, 47 U.S.C. §214(e), and Section 438(c)(1) of the City of Burlington Charter	
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PEG-RELATED CERTIFICATE OF PUBLIC GOOD CONDITIONS UNDER 30 V.S.A.

SECTIONS 506

IT IS HEREBY CERTIFIED that the Public Utility Commission ("PUC") of the State of Vermont on this date finds and adjudges that the issuance of a Certificate of Public Good ("CPG") to Champlain Broadband, LLC ("Champlain Broadband"), for a term of eleven years, to serve the City of Burlington (the "City") and the operation of a cable television system in said City (the "System") will promote the general good of the State of Vermont, subject to compliance with the following conditions:

9. Gross Revenues.

- a. For the purpose of calculating the gross operating revenue tax, Champlain Broadband shall use the following definition of "gross operating revenues": all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by Champlain Broadband and derived from the operation of its cable systems, including, but not limited to monthly fees charged to subscribers for basic service; monthly fees charged to subscribers for any optional service; pay-television fees; pay-per-view fees; premium-service fees; monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection, and reconnection fees; leased-channel fees; fees, payments or other consideration received from programmers; fees, payments, or other consideration received from third parties for lease of space on either fiber or

coaxial cable; converter rentals or sales; studio-rental, production-equipment, and personnel fees; advertising revenues; revenues from home-shopping networks, and revenues from internet access service until such time that a gross revenue tax is paid on such revenues as telecommunications services.

- b. For purposes of calculating funding for Public, Educational, and Governmental ("PEG") access in the absence of an agreement otherwise, Champlain Broadband shall use the definition of gross revenues in section 9a above, except that internet-access service revenues shall be excluded from the calculation unless and until Congress, the Federal Communications Commission, or a court of competent jurisdiction or governmental agency of competent jurisdiction issues a final ruling or order, not subject to appeal, that such revenues shall be included in such a calculation of gross cable-service revenues.

10. Champlain Broadband shall at all times offer a reasonably broad range of programming, having regard to available technology, availability of such programming, the interests of subscribers, the revenues and potential revenues of the system, and costs.

11. The PUC shall, to the extent permitted by law, retain jurisdiction to prescribe broad categories of programming.

Public, Educational, and Governmental ("PEG") Access

21. PUC Rule 8.400 shall apply to Champlain Broadband, to any access management organizations ("AMOs") with which may designate and contract, and to any organizations that seek Champlain Broadband's designation as an AMO. Champlain Broadband shall comply with Rule 8.400 as it may be amended from time to time.
22. Champlain Broadband shall designate one or more AMOs as provided in Rule 8.400. Champlain Broadband shall provide levels and types of financial, operational, and technical support to those AMOs that are consistent with Champlain Broadband's current contracts with the AMOs.
23. Upon the request of RETN, VCAM, Channel 17, or other AMO designated by Champlain Broadband, Champlain Broadband shall activate remote locations for the purpose of cable casting and interactive programming. Such remote locations will be identified in the Operator-AMO Agreement between Champlain Broadband and the AMOs. Such remote locations will be identified in the Operator-AMO Agreement between Champlain Broadband and the AMOs. All remote locations shall be activated within six (6) months of receiving a request. Champlain Broadband shall provide and activate each drop within 6 months of receiving a request from a school, library, AMO, or municipality, provided, however, that Champlain Broadband is able to obtain all necessary approvals and permits pursuant to Rule 3.700. This condition does not require

Champlain Broadband to provide drops to buildings that are neither passed by nor located within 500 feet of cable plant unless an entity is willing to reimburse Champlain Broadband for the incremental cost of the non-standard installation. Champlain Broadband shall provide basic cable service at each coaxial drop, and shall provide an aerial drop (standard installation), both at no charge. Upon request, Champlain Broadband shall provide an entity described in this paragraph with a non-standard installation, provided the entity pays the difference in cost between the standard and non-standard installation. Non-standard installations include underground installation or installation to an entity located more than 500 feet from cable plant.

24. Champlain Broadband shall interconnect its system to all AMO studio locations providing programming on its network at Champlain Broadband's expense. If the PUC designates an entity to act as a statewide PEG AMO, Champlain Broadband shall interconnect, directly or indirectly, with the statewide PEG AMO via Burlington's AMO locations. Champlain Broadband shall bear its own costs associated with this interconnection.
25. If the PUC has designated an entity to act as a statewide PEG AMO, Champlain Broadband shall upon request of the AMO, provide as minimum support for the statewide PEG network the capability of transmitting signals from the statewide network to any PEG forward channel and transmitting to the statewide network signals originating on any PEG reverse channel on the cable system. Such a request by the AMO for statewide PEG-network capability is to be made at least one year prior to activation of the statewide channel on a Champlain Broadband system. Additionally, Champlain Broadband is not obligated to pay for statewide PEG-programming content in addition to its PEG-access obligations.
26. Champlain Broadband shall file with the PUC and Department copies of all PEG-access contracts with AMOs, and any amendments thereto, within 30 days of execution.
27. Champlain Broadband agrees to participate in any negotiations between AMOs designated by Champlain Broadband and other cable operators for the resolution of PEG-access issues in which Champlain Broadband has an interest, such as the statewide PEG AMO and other shared obligations.
28. Champlain Broadband shall work in good faith with the AMOs to maintain a plan for reasonable public access in accordance with Rule 8.401 and Rule 8.419. This plan shall be developed in consultation with Champlain Broadband and AM's through annual meetings. The subject of these meetings may include changing network features, community needs and interests, AMO capital planning considerations, and larger community and industry trends.
29. All SD access channels shall be included by Champlain Broadband, without limitation, as part of Basic Service (a/k/a lowest priced tier).

30. All HD PEG access channels shall be included by Champlain Broadband, without limitation, as part of the lowest priced tier of HD cable service upon which Champlain Broadband provides HD programming content. The provision of HD channels does not eliminate Champlain Broadband's obligation to provide PEG in SD until such time as all other Basic Service channels (or its equivalent tier) excluding access channels, are carried in HD. At such time as all other Basic Service channels (or its equivalent tier), excluding Access Channels, are carried in HD, all remaining SD access channel signals will also be carried by BT in HD or appropriate format and will not be subtracted from the number of channels available to the AMOs at that time. All HD PEG-access channels under this CPG shall be included by Champlain Broadband, without limitation, as part of the lowest priced tier of HD cable service for which Champlain Broadband provides HD programming content.
31. BT shall make reasonable efforts to place HD PEG channels in reasonable proximity to HD local broadcast channels or similar public interest HD channels, or as close as the existing channel lineup will allow at the time the HD PEG channel is launched, or as otherwise agreed to with the AMO.
32. Champlain Broadband recognizes that the Burlington AMOs have had access to Champlain Broadband's interactive program guide. The AMOs shall be responsible for procuring contracts and covering all requirements and costs, including subscription costs, associated with accessing their program information on Champlain Broadband's third-party interactive program guides and navigational platforms to ensure that said channels shall be presented in the same manner as other channels on the menu.
33. If Champlain Broadband incorporates new or emerging improvements or enhancements that hinge on the changing definition of cable capacity such as but not limited to 4K UHD TV and 8K UHD TV (per Rule 8.000 definition (L)), AMOs may submit written requests to Champlain Broadband in accordance with PUC Rule 8.405 to be provided with access to such improvements. Without further obligation, following receipt of such a request, Champlain Broadband will participate in discussions of these improvements or enhancements with the AMO. Subject to Rule 8.405, these discussions shall address potential options for improvements and enhancements of delivery of PEG content, including possible technical means and costs of incorporating such improvements or enhancements for delivery of PEG content.
34. Champlain Broadband shall maintain all PEG-access channels and interconnections of PEG-access channels at the same level of technical quality and reliability required by all applicable laws, rules and regulations for Residential Subscriber Channels. Champlain Broadband shall not discriminate against PEG access channels with respect to the functionality, signal quality, channel bandwidth, codecs, and features from those of the local broadcast channels that Champlain Broadband carries.

Customer Care and Communications

38. Champlain Broadband shall annually cause to be mailed to each of its subscribers a notice or notices, developed in consultation with the Department and approved by the PUC, to the extent required by law that:

- a. state that the PUC and the Department desire to hear the views of subscribers regarding the quality of services provided by Champlain Broadband and as to the reasonableness of the terms upon which such services are provided;
- b. inform the subscribers how they may communicate their views to the PUC, to the Department, and to Champlain Broadband;
- c. notify subscribers of the complaint and appeal procedure for complaints against any PEG-access entity and complaints against Champlain Broadband itself; and
- d. include the notices required by PUC Rule 8.341 and 47 C.F.R. § 6.1602(b)-(c).

Miscellaneous Provisions:

Champlain Broadband shall comply with the Memorandum of Understanding with the Burlington Access Management Organization dated August 20, 2018 date.

DATED at Montpelier, Vermont, this ___ day of _____, 20__.

_____) PUBLIC UTILITY
_____) COMMISSION OF
_____) VERMONT

OFFICE OF THE CLERK

FILED:

ATTEST: _____

Clerk of the PUC

OFFICE OF THE CLERK

FILED: _____, 2018

ATTEST: s/Judith C. Whitney

Clerk of the PUC

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the PUC (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@vermont.gov)

ATTACHMENT MOU ~~A~~ B

BAMO PROPOSED
AGREEMENT REGARDING CABLE TELEVISION PUBLIC ACCESS
BETWEEN
CHAMPLAIN BROADBAND, LLC AND THE BURLINGTON ACCESS MANAGEMENT
ORGANIZATIONS

This Amended and Restated Agreement ("Agreement") is entered into as of the ___ day of August, 2018, among the Chittenden County Government Access Channel Trust, a Vermont non-profit Corporation, with a principal place of business at 294 North Winooski Avenue, Burlington, Vermont 05401-3680 (hereinafter "Channel 17"), Vermont Community Access Media, Inc., a Vermont non-profit corporation, with a principal place of business at 208 Flynn Avenue, Burlington, Vermont 05401 (hereinafter "VCAM"), and Regional Education Television Network, Inc., a Vermont non-profit corporation, with a principal place of business at 208 Flynn Avenue, Burlington, Vermont 05401 (hereinafter "RETN"), and Champlain Broadband, LLC, a Vermont limited liability company, with offices at 200 Church Street, Burlington, Vermont 05401 (hereinafter "Champlain Broadband"). Channel 17, VCAM and RETN are the three Access Management Organizations operating in the City of Burlington (hereinafter each an "AMO" and collectively the "Burlington AMOs"). Champlain Broadband and the Burlington AMOs are also referred to collectively herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, on March 17, 2017 in connection with Docket 8719, the Vermont Public Utility Commission issued an order granting the City of Burlington, d/b/a Burlington Telecom and Blue Water Holdings, LLC (collectively referred to as "BT") a Certificate of Public Good (hereinafter the "Docket 8719 CPG") for a term of eleven years to provide cable television services within the System Area as defined in Section 2, below;

WHEREAS, the Order in Docket 8719 referenced a Memorandum of Understanding reached between the BT and the Burlington AMOs (hereinafter the "BT-BAMO MOU") which lead, in part to the finding by the Vermont Public Utility Commission that:

The BT-BAMO MOU and related jointly-proposed CPG reflect agreements reached during a series of meetings between the BAMOs and BT and will ensure that BT continues to designate adequate channel capacity and appropriate facilities for PEG use.

VPUC Docket No. 8719, Order dated March 17, 2017, at p.5.

WHEREAS, the Docket 8719 CPG required BT and the Burlington AMOs to enter agreements consistent with the terms of the CPG, the BT-BAMO MOU and the Vermont Public Utility Commission Rule 8.000 (hereinafter "Rule 8.00");

WHEREAS, BT and the Burlington AMOs are currently operating pursuant to the BT-BAMO MOU, the existing PEG-related Docket 8719 CPG Conditions and Rule 8.00;

WHEREAS, Champlain Broadband and the other joint petitioners have commenced Case No. 18-0491-PET with the Vermont Public Utility Commission whereby Champlain Broadband seeks to acquire BT upon terms which, *inter alia*, would maintain in spirit and substance the existing PEG-related Docket 8719 CPG conditions and the terms of the existing BT-AMO MOU;

WHEREAS, the Burlington AMOs have intervened in Case No. 18-0491-PET and have been granted party status;

WHEREAS, the Parties anticipate that if a Certificate of Public Good is issued in this Case No 18-0491-PET, it will require Champlain Broadband and the Burlington AMOs to enter agreements consistent with the terms of the CPG, this Agreement and Vermont Public Utilities Commission Rule 8.000 (hereinafter "Rule 8.00");

WHEREAS, the Parties desire to amend and restate the existing BT-BAMO MOU to reflect (1) the change in ownership from BT to Champlain Broadband; (2) the name change of the Vermont Public Service Board to the Vermont Public Utility Commission (hereinafter the "Commission" or "PUC"); and (3) actual practices and circumstances currently in place; as well as to make certain grammatical corrections; and

WHEREAS, the Parties wish to file this Agreement and along with supporting documents to the Vermont Public Utility Commission as part of Case No. 18-0491-PET.

NOW THEREFORE, in consideration of the mutual covenants and agreements as set forth below, the parties hereto agree as follows:

1. Definitions

- 1.1 "Capital Expenses" means those expenses associated with the purchase and maintenance of capital plant and equipment required to provide government access programming.
- 1.2 "Public Access Funding Obligations" means all support obligations (including Operating, in-kind and Capital Expenses) of CHAMPLAIN BROADBAND under state and federal law for the provision of government access programming within the System Area.
- 1.3 "Gross Revenues" is defined in paragraph 9 of the CPG.
- 1.4 "Operating Expenses" means all expenses associated with providing government access programming, including the lease or purchase of studio and office space from CHAMPLAIN BROADBAND or other lessor or seller, other than capital expenses.
- 1.5 "Year" means the twelve-month period beginning July 1 and ending the following June 30.

- 1.6 "Down stream capacity" means the reception by the Burlington AMOs of, at minimum, basic cable service and all PEG access channels and applications.
- 1.7 "Upstream capacity" mans the transmission of cable signals from a location other than the cable company to the cable company head-end or Burlington AMO, enabling the location to act as a Remote Origination Site.
- 1.8 "Remote Origination Site" means a location other than CHAMPLAIN BROADBAND's headend or Burlington AMO facility that has been fully activated and tested to provide upstream and downstream capacity.

2. **System Area**

- 2.1 This Agreement shall apply to subscribers served by CHAMPLAIN BROADBAND within the corporate boundaries of the City of Burlington, Vermont.
- 2.2 If CHAMPLAIN BROADBAND is granted new service areas by the PUC the Parties agree to negotiate in good faith to address reasonable PEG access provisions and amend this contract accordingly, as necessary.

3. **Contract Term and Transferability**

- 3.1 The term of this Amended and Restated Agreement is through the date of CPG plus 11 years.
- 3.2 If any of the Burlington AMOs is dissolved under the terms of its bylaws, whether voluntarily or under court order or PUC ruling, PEG Access obligations shall revert back to CHAMPLAIN BROADBAND pursuant to PUC Rule 8.420(b).

4. **Representations and Warranties**

- 4.1 The Burlington AMOs represent and warrant that they have operated as the sole providers of public, educational and government access television in the CHAMPLAIN BROADBAND and its predecessors' System Area, and that each is a corporation duly organized, validly existing and in good standing under the laws of the State of Vermont and has full power and authority to enter into this Agreement.
- 4.2 Each Burlington AMO represents and warrants that the person executing this Agreement on its behalf is acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of the Burlington AMO, enforceable in accordance with its terms.

- 4.3 CHAMPLAIN BROADBAND represents and warrants that it is a Vermont limited liability company duly organized and validly existing and in good standing under the laws of the State of Vermont and has full power and authority to enter into this Agreement.
- 4.4 CHAMPLAIN BROADBAND represents and warrants that the person executing this Agreement on CHAMPLAIN BROADBAND's behalf is acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of CHAMPLAIN BROADBAND, enforceable in accordance with its terms.

5. **CHAMPLAIN BROADBAND's OBLIGATIONS**

5.1 **Operating Funding**

Commencing with the effective date of this Agreement, on or before September 12 of each year, CHAMPLAIN BROADBAND shall pay a total of five percent (5%) of its Gross Revenues for the preceding Year to each Burlington AMO, as follows:

- a. RETN, the amount equal to one point sixty-six percent (1.66%)
- b. Channel 17/ Town Meeting Television, the amount equal to one point sixty-six percent (1.66%), and
- c. VCAM, the amount equal to one point sixty-eight percent (1.68%). Point zero two percent of VCAM's portion will be used to support joint BAMO planning efforts and projects.

In the event an additional Burlington AMO is established within the System Area during the term of this Agreement, CHAMPLAIN BROADBAND may request the Burlington AMOs to renegotiate funding levels.

5.2 **Capital Funding**

Commencing with the effective date of this Agreement, on or before September 12 of each year, CHAMPLAIN BROADBAND shall provide to each Burlington AMO annual "capital funding" totaling one half of one percent (0.5%) of CHAMPLAIN BROADBAND's Gross Revenues for the preceding Year.

5.3 **Additional Capital Funding**

CHAMPLAIN BROADBAND shall create an "Additional Capital Fund" to cover inter alia digital equipment needs or other PEG access related cable system

improvements during the course of the Renewed CPG, including the cost of interconnecting each Burlington AMO to CHAMPLAIN BROADBAND's System, and the reasonable capital costs of interim equipment needs that exceed the AMOs Channel 175 annual capital budgets. The "Additional Capital Fund" will be funded by one-half of one percent (0.5%) of CHAMPLAIN BROADBAND's Gross Revenues for each of the three AMOs, for a total of one and one-half percent (1.50%) of CHAMPLAIN BROADBAND's Gross Revenues, at the conclusion of years 1 and 5 of the Renewed CPG.

Disbursements from the Additional Capital Fund will be based on costs incurred by the AMOs to meet community needs and approved by CHAMPLAIN BROADBAND.

If an agreement cannot be reached, a Party may file a petition with the board under 30 V.S.A. 509(a) or Rule 8.405(e) requesting that the board open an investigation to consider the necessity and amount of the interim payments

5.4 **Reports**

On or before September 12 each year, CHAMPLAIN BROADBAND shall provide each Burlington AMO a report detailing Gross Revenues for the previous Year for the System Area.

5.5 **Technology Considerations**

- (1) If CHAMPLAIN BROADBAND incorporates new or emerging improvements or enhancements that hinge on the changing definition of cable capacity such as but not limited to 4K UHD TV and 8K UHD TV (per Rule 8.000 definition (L)), AMOs may submit written requests subject to 8.405 to be provided with access to such improvements.

Without further obligation, following receipt of such a request, CHAMPLAIN BROADBAND will participate in discussions of these improvements or enhancements with the AMO. Subject to 8.405, these discussions shall address potential options for improvements and enhancements of delivery of PEG content, including possible technical means and costs of incorporating such improvements or enhancements for delivery of PEG content."

- (2) In the event that Champlain Broadband makes any change in the Cable System and related equipment and facilities or in Champlain Broadband's

signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming (such as but not limited to channel bandwidth or codecs), Champlain Broadband shall accept and take responsibility to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

5.6 **Access Origination Points**

Upon the request of a Burlington AMO, CHAMPLAIN BROADBAND shall activate remote locations for the purpose of cable casting and interactive programming. Such remote locations are identified in Attachment I. All remote locations shall be activated within six (6) months of receiving a request. Other remote locations may be activated upon a request made pursuant to Rule 8.405.

Nonstandard installations. This provision does not require CHAMPLAIN BROADBAND to provide drops to buildings that are neither passed by nor located within 500 feet of cable plant unless an entity is willing to reimburse CHAMPLAIN BROADBAND for the incremental cost of the nonstandard installation. Non-standard installations include underground installation or installation to an entity located more than 500 feet from cable plant. See CPG Condition 26.

5.7 **Interconnection Point**

CHAMPLAIN BROADBAND and each Burlington AMO shall jointly agree on the equipment necessary to connect the Burlington AMO to CHAMPLAIN BROADBAND's network. The costs of connection shall be paid for out of the Additional Capital Fund created pursuant to Section 5.3, above. The interconnection point between the two systems shall be the Burlington AMO's side of a Network Interface Device ("NID"), which shall be owned operated and maintained by CHAMPLAIN BROADBAND. The NID shall be reasonably located at the physical sites identified by the Burlington AMO (i.e., in or on a building). CHAMPLAIN BROADBAND shall be responsible for maintaining the same level of signal strength and quality of PEG access signals, as they are transmitted by the Burlington AMOs, through its physical plant and to its subscribers as it does for each of the other content and service providers carried on its cable service. All wiring and equipment on the Burlington AMO's side of the NID shall be the responsibility of the Burlington AMO.

5.8 Promotional Support

- (1) CHAMPLAIN BROADBAND will fund semi-annual quarter page advertisements in local newspapers or its equivalent promoting each Burlington AMO's programming and functions.
- (2) At such time ad insertion technology is operational on their network, CHAMPLAIN BROADBAND will provide onscreen advertising and promotion of the PEG access channel programming and facilities.
- (3) CHAMPLAIN BROADBAND shall respond to reasonable requests by AMOs to communicate with CHAMPLAIN BROADBAND's subscribers. Any direct costs incurred by the Company due to such communications that are over and above those normally incurred by the Company shall be borne by the requesting AMO.

5.9 AMO Designation

CHAMPLAIN BROADBAND recognizes each Burlington AMO as a PEG access AMO of record in CHAMPLAIN BROADBAND's System Area, and agrees to each AMOs current programming services to its subscribers on the Burlington AMO's channel.

5.10 Statewide Interconnect

Pursuant to CPG Condition 27, in the event the PUC designates an entity to act as a statewide PEG AMO, CHAMPLAIN BROADBAND, at its expense, shall interconnect, directly or indirectly, with the Statewide PEG AMO.

5.11 PEG Capacity and Applications

CHAMPLAIN BROADBAND shall make the following channels available at no cost to Burlington's AMO's as follows:

VCAM: Current: Channel 15, 215 (HD) & Reserved: 915 (Backhaul)

RETN: Current: Channel 16, 216 (HD) and 916 (Backhaul)

Channel 17: Current: 17, 317 and 917 (Backhaul) & Reserved: 217 (HD)

PEG channels and applications shall be activated in accordance with Rules 8.404-8.405, and once agreed upon will be included in an addendum to this Agreement. Once these additional PEG channels and applications are activated they will be

made available to Remote Origination Sites upon the joint request of the site and the applicable Burlington AMO.

CHAMPLAIN BROADBAND shall make one (1) channel available to each Burlington AMO at no cost for the purpose of transmitting PEG access content to subscribers. Additional PG channels and other PG applications shall be activated in accordance with Rules 8.404-8.405, and once agreed upon will be included in an addendum to this Agreement. Once these additional PEG channels and applications are activated they will be made available to Remote Origination Sites upon the joint request of the site and the AMO.

5.12 PEG Switching and Routing

CHAMPLAIN BROADBAND shall cooperate with the Burlington AMOs to create the ability to control signals received from Remote Origination Sites.

5.13 PEG Policies and Procedures

CHAMPLAIN BROADBAND and the Burlington AMOs agree to establish "Procedures for Addressing PEG Access Facilities Issues, Problems and Complaints" ("PEG Procedures"), which will provide specific processes and protocols for implementation, maintenance and enforcement of CHAMPLAIN BROADBAND's and the Burlington AMOs obligations under the terms of their Agreements. The PEG Procedures shall ensure adequate and prompt resolution of technical and administrative matters that arise between CHAMPLAIN BROADBAND and the Burlington AMOS (hereinafter referred to in this subsection as the "AMOs"), and will include:

- a. designation of an appropriate CHAMPLAIN BROADBAND liaison for each type of matter;
- b. delineation of the responsibilities and authority of the designated CHAMPLAIN BROADBAND liaison, including how that individual will be trained to handle the individual's role and time frames for response;
- c. a mechanism for escalation of matters which have not been satisfactorily resolved by the liaison;
- d. a periodic review process for the AMOs and CHAMPLAIN BROADBAND to jointly review the effectiveness of the procedures at least annually; and

- e. the types of technical, operational and administrative support CHAMPLAIN BROADBAND will provide to the AMOs.

5.14 Notification of Service Interruption and Re-Assignment of Channels

CHAMPLAIN BROADBAND will provide each Burlington AMO with notice (by telephone and e-mail directed to each Burlington AMO's designated contact) of planned cable service or channel outages or tests that would prevent any of a Burlington AMO's channels or applications from operating for more than an hour.

If CHAMPLAIN BROADBAND chooses to re-assign any of the Burlington AMO's channels, CHAMPLAIN BROADBAND shall consult with each such Burlington AMO as soon as possible to provide the AMO with at least 90 days written confirmation of the exact date that the re-assignment will take effect. CHAMPLAIN BROADBAND shall be responsible for reasonable costs associated with the re-assignment including the design and production of new printed and electronic materials upon which channel logos and information appear (including brochures, print ads, newsletters, web sites and channel identification).

5.15 Consultation and Reporting

CHAMPLAIN BROADBAND senior level staff shall meet annually with representatives of each Burlington AMO to discuss the needs and concerns of each Burlington AMO and exchange information on community needs and interests.

CHAMPLAIN BROADBAND shall notify all subscribers of the complaint and appeal procedure for complaints against each Burlington AMO and complaints against CHAMPLAIN BROADBAND with reference to PEG issues. Prior to issuing such notice, CHAMPLAIN BROADBAND shall provide a draft notice to each affected Burlington AMO for comments and proposed revisions.

5.16 Negotiations with Other Operators

CHAMPLAIN BROADBAND agrees to participate in any negotiations between each AMO and other cable operators for the resolution of PEG Access issues in which CHAMPLAIN BROADBAND has an interest, such as the Statewide PEG AMO and other shared obligations.

5.17 Late Payments

Interest shall accrue at the legal rate (see 9 V.S.A. § 41a) on any unpaid balance commencing the day after the due date.

5.18 Video on Demand

CHAMPLAIN BROADBAND will carry Video on Demand ("VOD") content if it can be delivered via its third party VOD provider; provided, however, each Burlington AMO shall be responsible to the VOD provider for content licensing and all associated format requirements and costs for gaining VOD service. CHAMPLAIN BROADBAND will make third party VOD provider contact information available to each Burlington AMO.

5.19 Provision of Dark Fiber

CHAMPLAIN BROADBAND will provide two strands of dark optical fiber (single mode) connecting the Channel 17 Studios at 294 N. Winooski Ave. to the Burlington AMOs' 208 Flynn Ave. server room "Tech Core", CHAMPLAIN BROADBAND will be responsible for the maintenance of the physical layer between the sites; the Burlington AMOs will be responsible for the lighting and managing of layer 2 and above. The dark fiber will be provided free of charge.

CHAMPLAIN BROADBAND will provide two strands of dark optical fiber (single mode) connecting the Burlington AMOs' 208 Flynn server room "Tech Core" to the Civic Cloud rack at CHAMPLAIN BROADBAND Rt. 7 colocation facility. CHAMPLAIN BROADBAND will be responsible for the maintenance of the physical layer between the sites; the Burlington AMOs will be responsible for the lighting and managing of layer 2 and above. The dark fiber will be provided free of charge.

5.20 Internet 2 Connection

In the event of a direct connection to the UVM AS under the auspices of Internet2 at the BAMO "Tech Core" 208 Flynn, BAMO can request a /27 IPv4 Class C subnet from CHAMPLAIN BROADBAND to be incorporated into the UVM AS for the duration of its usage by BAMO. IP addresses will be paid for by the Burlington AMOs and track the current commercial rate.

5.21 IPv4 / IPv6 Provisions

In the event of a system wide CHAMPLAIN BROADBAND transition to IPv6 address space, we reserve the right meet with CHAMPLAIN BROADBAND and discuss the Burlington AMOs usage of IPv6 address space.

5.22 IP Multicast Video Remote Origination Provisions

CHAMPLAIN BROADBAND will provide forward and return provisioning of Multicast IP streams on Channels 915, 916 and 917 of their IP Video network. The Burlington AMOs site set top boxes shall be provisioned such that they are able to receive these Multicast IP streams.

Specifications of the IP video encoders used shall be agreed upon by both CHAMPLAIN BROADBAND and BAMOs based on successful testing of the encoders on the CHAMPLAIN BROADBAND IP Video network. CHAMPLAIN BROADBAND will provide Multicast Video drops as requested at selected sites in their service territory as enumerated in Appendix 1 (forthcoming), subject to the conditions and limitations outlined in Paragraph 23 of CHAMPLAIN BROADBAND's proposed CPG.

5.23 Streaming Video Remote Origination Provisions

CHAMPLAIN BROADBAND will work with the Burlington AMOs to provide, within one calendar month of notice from a Burlington AMO, a temporary Internet service providing a minimum symmetric Internet connection of 20 Mbit/s at a serviceable address on the CHAMPLAIN BROADBAND system for the purposes of live streaming video backhaul and transmission.

6. The Burlington AMOs' Obligations

- 6.1 **Each Burlington AMO will monitor community needs and interests in accordance with Rule 8.000.**
- 6.2 Each Burlington AMO acknowledges and agrees that the sums set forth in Section 5 of this Agreement represents adequate funding for it to provide a reasonable level of public, education, and government access programming and fulfills CHAMPLAIN BROADBAND's Public Access Funding Obligation for its PEG access programming and its obligations under Title 30 and its CPG. Each AMO further acknowledges and agrees that CHAMPLAIN BROADBAND's proposal for PEG access is consistent with Rule 8.00 and reasonable in light of the cable-related community needs taking into consideration costs on the cable operator and cable subscribers.
- 6.3 Each Burlington AMO will spend the Operating Expenses and Capital Expenses in order to provide a reasonably broad range of PEG access programming to its customers.
- 6.4 Each Burlington AMO shall retain copyright and all rights and distribution powers to all programs, materials, and other products or services created by each Burlington AMO including distribution of programs, materials, and other products

in any and all cablecasting, broadcasting, other transmission, audio-visual, and/or exhibition purposes in any manner or media, in accordance with applicable law.

- 6.5 On or before the Burlington AMOs' reporting deadline, each Burlington AMO will provide CHAMPLAIN BROADBAND and the PUC with annual reports showing how operating and capital funds were spent the previous year, pursuant to Rule 8.420. See Schedule C - Annual Report Deadlines.
- 6.6 Each Burlington AMO accepts delegation of the responsibilities set forth in Board Rule 8.420.
- 6.7 In the event a Burlington AMO enters into an agreement with another cable television provider on financial terms more favorable to the cable operator than the financial terms of this Agreement, such Burlington AMO agrees to amend the terms of this Agreement to be consistent with those of its agreement with the other cable television provider.

7. Notices

- 7.1 Any notice to CHAMPLAIN BROADBAND required under this Agreement shall be in writing and sent by certified mail, return receipt requested, to CHAMPLAIN BROADBAND at the following addresses:

Champlain Broadband
ATTN: General Manager
200 Church Street
Burlington, VT 05401

- 7.2 Any notice to the Burlington AMOs required under this Agreement shall be in writing and sent by certified mail, return receipt requested to the following addresses for each of the respective Burlington AMOs:

Chittenden County Government Access Channel Trust
Attn: Executive Director
294 North Winooski Avenue
Burlington, Vermont 05401-3680

Regional Education Television Network
Attn: Executive Director
208 Flynn Avenue
Burlington, VT 05401

Vermont Community Access Media, Inc.
Attn: Executive Director

208 Flynn Avenue
Burlington, VT 05401

8. **Dispute Resolution**

The parties agree to negotiate issues under this Agreement in good faith. The parties agree that if they are unable, with reasonable effort, to resolve any dispute arising out of the construction, application or enforceability of this Agreement, either or both of them may petition the PUC for a ruling as to the construction or application or to enforce this Agreement which shall be binding on the parties. In order to satisfy their respective obligations to negotiate in good faith, each party: (1) may not refuse to negotiate; (2) must appoint a negotiation representative with authority to bargain; (3) must agree to meet at reasonable times and locations and must not unduly delay the course of negotiations; (4) must not put forth a single, unilateral proposal and refuse to discuss reasonable alternative proposals; (5) must provide reasons for rejecting parts or all of a proposal; and (6) must agree to execute any necessary written agreements setting forth the full Agreement.

9. **Miscellaneous Provisions**

- 9.1 The section headings used in this Agreement are for convenience only and shall not affect the construction of the Agreement.
- 9.2 This Agreement has been negotiated by and between the parties, and represents their entire Agreement. It supersedes all prior agreements, understandings or covenants, whether oral or written. It may not be modified except in writing, which modification must be signed by both parties.
- 9.3 The parties each represent and warrant that this Agreement has been voluntarily entered into and that the terms of the Agreement are final and binding

It is further represented and warranted that each party has read and fully understands the terms of this Agreement.

- 9.4 This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties and their successors and assigns.
- 9.5 This Agreement shall be governed by and construed in accordance with Vermont law. Both parties will adhere to the standards set forth in PUC Rule 8.000, as the same may be amended.
- 9.6 Execution of this Agreement by both parties shall not constitute a waiver of either party's obligations or rights under any applicable state and federal laws.

- 9.7 To the extent possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid. If any provision of this Agreement shall for any reason become or be held to be prohibited, invalid or unenforceable, the provision will be ineffective only to the extent of the prohibition, invalidity or unenforceability, without invalidating the remainder of the provision of the remaining provisions of the Agreement, which shall continue in full force and effect.
- 9.8 The Burlington AMOs acknowledge that, under FCC rules, certain external costs including the PEG Access costs described herein, are eligible for "pass through" to subscribers as broadcast and standard service rate increases and separate itemization on subscriber bills.
- 9.9 The language used in this Agreement was chosen by the parties to express their mutual intent. No rule of strict construction will be applied against either party.
- 9.10 It is acknowledged and agreed that this Agreement is the product of negotiation by the parties, and that it is to be considered as jointly drafted by both parties.
- 9.11 The parties agree that in the event a Certificate of Public Good is not granted to Champlain Broadband in this Case No. 18-0491-PET then this Agreement shall become null and void.

Champlain Broadband, LLC

By:

Title:

[Handwritten signature]
Vice President

Chittenden County Government Access Channel Trust

By:

Its:

Regional Education Television

Vermont Community Access Media, Inc. Network, Inc.

By:

By:

- 9.7 To the extent possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid. If any provision of this Agreement shall for any reason become or be held to be prohibited, invalid or unenforceable, the provision will be ineffective only to the extent of the prohibition, invalidity or unenforceability, without invalidating the remainder of the provision of the remaining provisions of the Agreement, which shall continue in full force and effect.
- 9.8 The Burlington AMOs acknowledge that, under FCC rules, certain external costs including the PEG Access costs described herein, are eligible for "pass through" to subscribers as broadcast and standard service rate increases and separate itemization on subscriber bills.
- 9.9 The language used in this Agreement was chosen by the parties to express their mutual intent. No rule of strict construction will be applied against either party.
- 9.10 It is acknowledged and agreed that this Agreement is the product of negotiation by the parties, and that it is to be considered as jointly drafted by both parties.
- 9.11 The parties agree that in the event a Certificate of Public Good is not granted to Champlain Broadband in this Case No. 18-0491-PET then this Agreement shall become null and void.

Champlain Broadband, LLC

By:

Title:

Chittenden County Government Access Channel Trust

By: *Elaine H. Sypchak*

Its: *Board Chair, Channel 17*

Regional Education Television

By:

Its:

Vermont Community Access Media, Inc. Network, Inc.

By:

Its:

- 9.6 Execution of this Agreement by both parties shall not constitute a waiver of either party's obligations or rights under any applicable state and federal laws.
- 9.7 To the extent possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid. If any provision of this Agreement shall for any reason become or be held to be prohibited, invalid or unenforceable, the provision will be ineffective only to the extent of the prohibition, invalidity or unenforceability, without invalidating the remainder of the provision of the remaining provisions of the Agreement, which shall continue in full force and effect.
- 9.8 The Burlington AMOs acknowledge that, under FCC rules, certain external costs including the PEG Access costs described herein, are eligible for "pass through" to subscribers as broadcast and standard service rate increases and separate itemization on subscriber bills.
- 9.9 The language used in this Agreement was chosen by the parties to express their mutual intent. No rule of strict construction will be applied against either party.
- 9.10 It is acknowledged and agreed that this Agreement is the product of negotiation by the parties, and that it is to be considered as jointly drafted by both parties.
- 9.11 The parties agree that in the event a Certificate of Public Good is not granted to Champlain Broadband in this Case No. 18-0491-PET then this Agreement shall become null and void.

Champlain Broadband, LLC

By:

Title:

Chittenden County Government Access Channel Trust

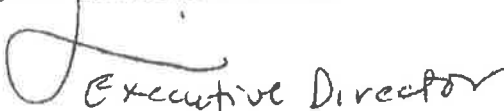
By:

Its:

Regional Education Television

By:

Its:

 Executive Director

Vermont Community Access Media, Inc. Network, Inc.

By: *Stu Wilson*
Its: *Executive Director*

ATTACHMENT 1

Remote drops for Champlain Broadband activation upon request by a Burlington AMO

Burlington City Hall: Contois Auditorium and Room 22
(no longer in existence) Burlington Electric Department
Burlington High School / Burlington Technical Center
Burlington Police Community Room
Burlington Public Schools / Essential Early Education Center (150 Colchester Avenue)
Burlington Public Works
Champlain College
Champlain Elementary
C.P. Smith Elementary
Christ the King School
Community College of Vermont
[retitled as "Burlington City Hall: Contois Auditorium and Room 22"]
Department of Public Works — Wastewater Conference Room
ECHO at the Leahy Center for Lake Champlain
Edmunds Middle School
(renamed UVM Medical Center) Fletcher Free Library
Flynn Center for the Performing Arts
H.O. Wheeler
Hunt Middle School
J.J. Flynn Elementary
Lawrence Barnes Elementary
Mater Christi School
Main Street Landing
McClure Multi-Generational Center
Memorial Auditorium
New England Culinary Institute - Church Street
Old North End Community Technology Center at CCTV
ONTOP School
Rock Point School
St. Joseph's School
(no longer in existence) University of Vermont - Ira Allen Chapel
University of Vermont — Fleming Museum
UVM Medical Center (f/k/a Fletcher Allen Main Campus)

PEG AMOs' Headquarters:*

Vermont Community Access Media (VCAM) — Channel 15 — 280 Flynn Avenue, Burlington
Regional Educational Technology Network (RETN) Channel 16 — 280 Flynn Avenue,
Burlington
Channel 17/Town Meeting Television - 294 North Winooski Avenue, Burlington

*AMO Centers have all been activated

PUC Case No. 18-0491-PET - SERVICE LIST

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