



Comcast Cable
43 Comcast Way
South Burlington, VT 05403

April 2, 2010

Cor Trowbridge, Executive Director
Brattleboro Community Television
230 Main Street, Room 201
Brattleboro, VT 05301

Re: Brattleboro Community Television (BCTV) PEG Access Agreement

Dear Cor:

Enclosed for your files is a copy of the new agreement recently executed between Brattleboro Community Television ("BCTV") and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC ("Comcast"). This agreement replaces the February 15, 2000 PEG Access Agreement between BCTV and Multi-Channel TV Company d/b/a Adelphia, Comcast's predecessor in interest. The new agreement is for a six (6) year term with an effective date of March 29, 2010; the agreement will expire March 28, 2016.

We look forward to a continued partnership between Comcast and BCTV in providing public, educational, and governmental access to the residents of Brattleboro, Guilford, and Vernon.

Sincerely,

A handwritten signature in black ink, appearing to read "Christina L. DeGraff-Murphy".

Christina L. DeGraff-Murphy
Regulatory Affairs Manager

AGREEMENT

This Agreement is entered into by and between **Brattleboro Community Television (“BCTV” or “AMO”)**, a Vermont non-profit corporation with headquarters in Brattleboro, Vermont, and **Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/ Virginia/Vermont, LLC** (“Comcast” or the “Company”), a Delaware Limited Liability Company with an area office at 43 Comcast Way, South Burlington, Vermont 05403 on this 29th day of March, 2010.

WHEREAS, the Company is engaged in the business of providing cable television services pursuant to a Certificate of Public Good (“CPG”) issued to it by the Vermont Public Service Board on December 29, 2005 for the term of 11 years (expiring on December 29, 2016);

WHEREAS, the Company intends to designate BCTV as an Administrative Management Organization (“AMO”) to fulfill its obligation of providing Public, Educational and Governmental (“PEG”) programming content in a manner consistent with development of cable technology and federal law;

WHEREAS, BCTV is engaged in providing PEG programming content and services responsive to the needs and interests of local communities in order to provide the widest possible diversity of information sources and services to communities in a manner consistent with the development of cable technology and federal law; and

WHEREAS, the Company and BCTV, pursuant to Vermont Public Service Board Rule 8.408, agree to enter into an Agreement for purposes of designating BCTV as the AMO for the towns of Brattleboro, Guilford, and Vernon, Vermont and others as may be mutually amended by the parties from time to time.

THEREFORE, the Company and BCTV agree that BCTV shall operate as the designated AMO subject to the following terms and conditions, in accordance with the applicable provisions of Vermont Public Service Board Rule 8.400 *et. seq.* and the Company’s CPG:

1. Definitions

- 1.1 “Capital Expenses” shall mean those expenses associated with the purchase, maintenance and service of capital equipment required to provide PEG community related cable programming that has an anticipated useful life of more than one (1) year.
- 1.2 “Gross Revenue” shall mean the gross operating revenues from the cable-services of the Company, as defined by PSB Rule 8.417(A).

- 1.3 “Operating Expenses” shall mean all expenses associated with providing public access programming for the benefit of cable subscribers, including the lease of equipment, studio and/or office space, other than capital expenses.
- 1.4 “Public Access Funding Obligations” shall mean those obligations as set forth by PSB Rule 8.417.
- 1.5 “PEG AMO Service Territory” (hereinafter “Service Territory”) shall mean the area for which the AMO has responsibility, and upon whose gross revenues the Company bases the calculation of that area’s PEG AMO’s support, including the towns of Brattleboro, Guilford, and Vernon, VT.
- 1.6 “Year” means the twelve-month period beginning July 1 and ending June 30.

2. Contract Term

- 2.1 The term of the contract between Comcast and BCTV is from March 29, 2010 until March 28, 2016, and shall automatically renew for a period of one (1) year unless written notice of termination is served consistent with the terms of Section 6.10.

3. Representations and Warranties

- 3.1 BCTV represents and warrants that pursuant to PSB Rules 8.420-8.422, it is capable of serving as the designated access management organization for the Service Territory with respect to community-related public, educational and governmental cable programming and that it is a duly organized non-profit organization, 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.
- 3.2 BCTV represents and warrants that the person executing this Agreement on BCTV’s behalf is acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of BCTV, enforceable in accordance with its terms.
- 3.3 The Company represents and warrants that it is a Delaware Limited Liability Company authorized to do business in the State of Vermont pursuant to a Certificate of Public Good issued to it by the Vermont Public Service Board on December 29, 2005 for the term of 11 years (expiring on December 29, 2016) providing it full power and authority to enter into this Agreement.
- 3.4 The Company represents and warrants that the person executing this Agreement on the Company’s behalf is acting pursuant to proper authorization and this

Agreement is a valid and binding obligation of the Company, enforceable in accordance with its terms.

4. Company Obligations

4.1 Operating Funding

The Company shall pay on a quarterly basis to BCTV an amount equal to 5.00% PERCENT of the Company's Gross Revenue for the Service Territory for the preceding quarter. This payment shall be due and payable no later than forty-five (45) days after the close of the preceding quarter, due and payable on February 15, May 15, August 15 and November 15. Any unpaid balances will accrue interest as set forth in CPG Condition 27.

Consistent with 47 U.S.C. §542(c), any operating funding payments to AMO will be passed through to Company subscribers as a separate line item on subscriber bills.

4.2 Capital Funding

In 2010, the Company shall pay on a quarterly basis to BCTV an amount equal to 0.25% PERCENT of the Company's Gross Revenue for the Service Territory for the preceding quarter, due and payable on February 15, May 15, August 15 and November 15.

Effective January 1, 2011, and through the term of the Agreement, the Company shall pay on a quarterly basis to BCTV an amount equal to 0.50% PERCENT of the Company's Gross Revenue for the Service Territory for the preceding quarter, due and payable on February 15, May 15, August 15 and November 15.

Any unpaid balances will accrue interest as set forth in CPG Condition 27.

Consistent with 47 U.S.C. §542(c), any capital funding payments to AMO will be passed through to Company subscribers as a separate line item on subscriber bills.

4.3 Additional Capital Support ("Spike Funding")

BCTV will not request capital spike funding pursuant to Docket 7077, Certificate of Public Good, Condition 24 during the term of the Agreement.

4.4 Reporting

The Company shall accompany each quarterly payment to BCTV with a statement that provides in reasonably sufficient detail the basis on which the payment was calculated. The Company will reasonably respond to inquiries from BCTV regarding the calculation of quarterly payments.

4.5 Channel Designation(s)

The Company will continue to designate two (2) full-time channels for community-related public, educational or governmental cable programming for use by the AMO. Additional channel requests and activations will be considered pursuant to PSB Rules 8.403 and 8.405.

4.6 Channel Reassignment

Pursuant to the Company's CPG, Condition 19, the Company shall work with BCTV prior to any channel reassignment and shall pay the reasonable costs of such reassignment. The Company and BCTV agree that reasonable costs include 2 quarter-page black and white advertisements in newspapers with local distribution (in addition to those otherwise provided consistent with CPG Condition 23) and advance written notice to cable subscribers within the Service Territory. The Company shall not reassign BCTV's channels without 90 days advance notice to BCTV.

4.7 Remote Origination Sites

The Company shall provide remote origination sites for the transmission of live cablecasting from locations in the Service Territory and one (1) residential basic cable outlet at each site location pursuant to the following:

a. Existing remote origination sites are identified on Schedule A, attached hereto. The Company shall not be obligated to provide remote origination sites other than those identified on Schedule A or those otherwise qualifying under Condition 22 of the Company's CPG.

b. Modulators and any other necessary equipment for the reception and/or transmission of signals to and from the remote origination site(s) are the sole responsibility of the AMO. The Company will provide ongoing in-kind support to each remote origination site (i.e. from remote origination site to headend, including reasonable technical support). AMO and Company will follow Procedures for Issues, Questions and Procedures relating to technical support of remote origination sites.

c. AMO from time to time may request additional remote origination sites for the purposes of "live" cablecasting. The Company shall evaluate additional remote origination sites using criteria set forth in PSB Rule 8.416(C), including identified community needs, capabilities of BCTV and resulting costs. Written permission from the owner of the property is a prerequisite to any site consideration, including those pre-qualifying under Condition 22 of the Company's CPG.

d. Upon request for an additional remote origination site to the Company's Regulatory Affairs Manager, the Company will perform a field survey and provide a cost for construction of the site to the AMO. There is no cost to the AMO for the Company providing the field survey and cost estimate.

e. The Company is responsible for remote origination sites within 500 feet of certain cable plant capable of remote origination. The Company is not responsible for non-standard installations, including underground construction. BCTV, or the requesting party, will bear the incremental cost of the non-standard installation.

f. If BCTV intends to relocate its studio, it should be budgeted in its annual budget. If the relocation is unanticipated due to force majeure, and the costs associated with constructing and installing the remote origination site is unbudgeted or cannot be accommodated by the AMO's financial means, the Company may elect to pass such costs through to subscribers. Such capital costs are franchise related costs and will be passed through to subscribers, as permitted by 47 U.S.C. §542(c).

g. The AMO recognizes that the Company will incur one-time capital costs, which may include time and materials that have an estimated monetary value to construct new remote origination sites or to add capacity to support locations. The AMO further recognizes that ongoing in-kind support from the Company may be necessary to support facilities on the AMO side of the point of demarcation or at the headend; this is typically technical expertise and minor equipment adjustments. The Company's spending and contribution is in support of the AMO in accordance with PSB Rule 8.416(C) and will be passed through to subscribers, as permitted by 47 U.S.C. §542(c).

4.7.5 Upon written request, the Company shall provide BCTV with technical capacity to preview at its master control the live audio and video signals originating from each remote origination site and to switch the signals onto one or more of its PEG Access channels. This shall be at the sole expense of BCTV. The Company shall provide an estimate for the cost to provide this capability, and Company shall commence construction upon receipt of the advance payment by the AMO.

4.7.6 Consistent with the Company's CPG Condition 25, the Company shall provide BCTV with the ability to go live simultaneously from as many remote origination sites as BCTV has PEG Access channels assigned to it (currently two sites, one on each channel 8 and 10).

4.8 **Equipment**

The Company is responsible at no cost to the AMO for maintaining, repairing, replacing the fiber or coaxial feed from the AMO studio equipment and/or remote origination site(s) to the headend. In addition, the Company is responsible at no cost to the AMO for maintaining, repairing or replacing headend equipment, including but not limited to Demodulator, Receiver or Demultiplexer for purposes of providing a quality signal for head end switching or processing.

Except as set forth elsewhere in this Agreement, all other equipment shall be maintained by and is the responsibility of the AMO.

4.9 Southern Vermont Cable Company & Interconnection

The Company assumed an Agreement by and between Southern Vermont Cable Company ("SVCC") and Warner Cable Communications, Inc. dated August 3, 1994 pursuant to Docket 7077. As required by the Agreement, the Company is responsible for processing the BCTV signal and delivering it to SVCC for distribution and use by its subscribers. The Company shall continue to process and deliver the BCTV signal to SVCC for ongoing distribution at no cost to BCTV.

Any and all interconnection requirements are set out more fully in the Company's CPG, Condition 20.

4.10 Promotional Support

4.10.1 Consistent with the Company's CPG, Condition 23, the Company shall provide certain AMO outreach to the Company's subscribers. In the event that AMO wishes to communicate in writing to the subscribers within the Service Territory, the Company and AMO agree that a reasonable method, for such communication is by bill insert or bill message. Such requests must be made with six (6) months advance notice to the Company and is subject to availability. Any direct costs incurred due to such communication that are over and above those normally incurred by the Company shall be borne by the AMO.

4.10.2 The Company shall pay or reimburse for black and white advertisements pursuant to Condition 23.

4.10.3 Consistent with CPG Condition 68, the Company shall provide commercial-class High Speed Internet to BCTV.

4.10.4 Upon request from BCTV, the Company will provide the date(s) on which the Company has complied with CPG Conditions 8 and 30.

5. Procedures for Issues, Questions and Complaints

The Parties agree to comply with the Procedures for Issues, Questions and Complaints ("Procedures") as required by the Company CPG, Condition 28, and filed with the Vermont Public Service Board by the Company on October 29, 2007, including any amendments or modifications thereof. Said procedures are incorporated by reference as if more fully stated herein.

6. AMO Obligations

- 6.1 AMO will use its Operating and Capital Funds consistent with federal and state laws dedicated to the purpose of providing public, educational and governmental cable-related programming to the Company's subscribers in the Service Territory.
- 6.2 PEG access fees should be used for those applications and designations of capacity that support distribution of PEG access cable programming to cable subscribers over the cable system pursuant to PSB Rule 8.400(B). Subscriber funds may also support reasonable activities related to the provision of cable programming and may include support of channel-focused websites, volunteer recruitment, training and promotional purposes. Other activities shall be independently funded.
- 6.3 AMO shall inform the Regulatory Affairs Manager as soon as practicable in writing of any material changes or developments relating to the administration or operation of the organization. By way of example and not limitation, any significant changes to the Executive Staff, Board of Directors, studio location(s) or financial well-being of the AMO, or substantial suspension of programming, require notification to the Regulatory Affairs Manager as soon as practicable.
- 6.4 AMO shall keep the Company informed of its PEG activities, including generally its public and community outreach, community assessments, and organizational changes. Copies of Board of Director minutes are deemed adequate so long as the Board of Directors meets at least quarterly and the minutes address such activities. In the event that the Board does not meet at least quarterly, Company shall be provided with a letter from the AMO regarding its recent activities. AMO and Company shall make best efforts to meet annually to discuss the needs and concerns of the AMO.
- 6.5 BCTV shall maintain a PEG Access Plan which is designed to anticipate the future cable-related community needs and demand for PEG services. The Access Plan should include planning considerations and expectations for how community needs will be identified and met for current and future fiscal years. BCTV will review and, if necessary, amend its Access Plan as needed. The current Access Plan shall be filed with Company annually with its AMO Annual Report. The Access Plan shall include a three-year operating and capital budget.
- 6.6 Within 120 days of the end of the AMO's fiscal year, the AMO shall file its Annual Access Report with supporting documentation, as set out more fully in PSB Rule 8.422. The Annual Access Report must include a financial report indicating sources and uses of funds. In 2010, and continuing every other year thereafter, BCTV shall provide a financial review with its Annual Access Report.
- 6.7 AMO is responsible for repairing and/or replacing any modulators or other equipment at its studio and/or remote original site(s) required for carrying the signal from the studio and/or remote origination site(s) to fiber/coaxial line. The

Company will provide reasonable technical and in-kind support to adjust and maintain modulators. The AMO will be responsible for the cost of purchase, installation and maintenance of any switching, routing or other equipment to provide timed or electronically triggered transition of video program sources to the Comcast cable plant.

- 6.8 AMO shall indemnify Company, its officers, employees and agents for any liability, claims, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming carried on its AMO channels and from claims arising out of its rules and/or the administration of its PEG cable-related programming.
- 6.9 The provisions of Section 6 are material terms of this Agreement. BCTV has an affirmative obligation to notify Company in writing if it cannot timely meet or comply with any of the above obligations. Such notice shall be given as soon as practicable. If BCTV provides notice, or if the Company provides written notice of an alleged failure to comply with any of the above obligations, BCTV has 60 days to remedy the deficiency or show good cause why it cannot within this time period. In no event will the time period for cure, including for good cause, exceed 120 days. If BCTV cannot remedy the deficiency within 60 days of notice, has not shown good cause, or the time period for cure including for good cause exceeds 120 days, Company reserves the right to withhold the quarterly PEG fee(s) from the date of the material breach until the date of cure or termination. Should the Company withhold any payments, it will provide written notice as soon as practicable. Funding shall be reinstated upon the satisfactory proof of compliance. Reinstatement of payments shall be retroactive to the date of suspension, but no interest shall accrue during such period that the AMO has not complied with the provisions of this Section.
- 6.10 If BCTV is unable to cure a material breach in a timely manner, as outlined above, the Company may petition the Vermont Public Service Board for termination of the Agreement. The Company and AMO have available to them any other remedies contemplated by PSB Rule 8.424(A) and (B).

7. **Dispute Resolution Procedures**

The parties agree to negotiate any issues, which may arise under this Agreement, in good faith.

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; and (3) must agree to meet at reasonable times and locations and must not unduly delay the course of negotiations.

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 Public Service Board for a declaratory ruling as to the construction, application or enforceability of this Agreement.

8. Legal Notices

8.1 Except as otherwise provided, any legal notice to the Company required under this Agreement or any applicable Rule, shall be in writing and sent by certified mail, return receipt requested, to the Company at the following address:

Attn: Legal Department
Comcast
1500 Market Place
25th Floor, East Tower
Philadelphia, PA 19102-2148

With a copy to:

Attn: Government & Regulatory Affairs
Comcast
43 Comcast Way
South Burlington, VT 05403

Attn: Government Affairs – Franchising
Comcast
676 Island Pond Road
Manchester, NH 03109

Attn: Government Affairs
Comcast
222 New Park Drive
Berlin, CT 06037

8.2 Any notice to AMO required under this Agreement or any applicable Rule, shall be in writing and sent by certified mail, return receipt requested, at the following address:

Attention: Director
Brattleboro Community Television
230 Main Street, Room 201
Brattleboro, VT 05301

8.3 Either party may designate a new notice address by notifying the other party in writing, as provided herein.

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 except that all balances due from any prior agreement shall carry over.
- 9.3 The parties hereby agree to submit this Agreement to the Vermont Public Service Board.
- 9.4 This Agreement is subject to applicable conditions and requirements of federal, state and local laws, including but not limited to Public Service Board Rules 8.400 *et. seq.*, as they may be amended from time to time and are incorporated herein by reference, to the extent not enumerated herein. All such laws, rules, and regulations, as amended, shall control the interpretation and performance of this Agreement to the extent that any provision of this Agreement conflicts with or is inconsistent with such laws, rules or regulations.
- 9.5 This Agreement shall be governed by and construed in accordance with Vermont law.
- 9.6 With the exception of any amendment(s) pursuant to Section 9.4, this Agreement may only be modified in writing, signed by both parties and submitted to the Vermont Public Service Board.
- 9.7 The parties represent and warrant that this Agreement has been voluntarily entered into and that the terms of the Agreement are final and binding. Further, both parties represent that each party has read and fully understands the terms of this Agreement.
- 9.8 This Agreement and all of the provisions herein will be binding upon and inure to the benefit of the parties and their successors. AMO may not assign this Agreement. The Company may assign this Agreement subject to any necessary approvals by the Public Service Board.
- 9.9 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 or the remaining provisions of the Agreement, which shall continue to be in full force and effect.

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.

**Comcast of
Connecticut/Georgia/Massachusetts/New
Hampshire/New York/North Carolina/
Virginia/Vermont, LLC**

By: [Signature]

Print Name: Kevin Casey

Its: President

Witness: [Signature]

Brattleboro Community Television

By: [Signature]

Print Name: LYNN S BARRETT

Its: President BCTV Board of Directors

Witness: Cor Trowbridge

SCHEDULE A: Active Remote Origination Sites

Brattleboro

BCTV Studio
230 Main Street, Room 201
Brattleboro, VT

Brattleboro Municipal Center
230 Main Street, Basement
Brattleboro, VT

Brattleboro Teen Center
17 Flat Street
Brattleboro, VT

Brattleboro Union High School
131 Fairground Road
Brattleboro, VT

Brooks Memorial Library
224 Main Street
Brattleboro, VT

Gibson Aiken Center
207 Main Street
Brattleboro, VT

KeyBank
185 Main Street
Brattleboro, VT
(previously Vermont Interactive TV)

Guilford

Guilford Central School
374 School Road
Guilford, VT

Vernon

Vernon Town Hall
567 Governor Hunt Road
Vernon, VT