

**STATE OF VERMONT  
PUBLIC UTILITY COMMISSION**

Case No. 19-4845-PET

Petition of Southern Vermont Cable )  
Company for consent, pursuant to 30 )  
V.S.A § 109, to sell substantially all of its )  
Vermont assets to Comcast of )  
Connecticut/Georgia/Massachusetts/New )  
Hampshire/New York/North Carolina/ )  
Virginia/Vermont, LLC, approval, )  
pursuant to 30 V.S.A. § 505, of such )  
entity’s abandonment of cable-television )  
service in Vermont and revocation of its )  
Certificates of Public Good )

Petition of Comcast of Connecticut/ )  
Georgia/Massachusetts/New Hampshire/ )  
New York/North Carolina/Virginia/ )  
Vermont, LLC for a Certificate of Public )  
Good, pursuant to 30 V.S.A. §§ 503 & )  
504 and Vermont Public Utility )  
Commission Rule 8.200, to own and )  
operate the cable-television systems in )  
Vermont currently owned and operated by )  
Southern Vermont Cable Company )

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) dated as of March 3, 2020, is between Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC (“Comcast” or “Petitioner”) and Brattleboro Community Television (“BCTV”). Petitioner and BCTV are also referred to collectively herein as the “Parties” and individually as a “Party.”

### **PRELIMINARY STATEMENT**

On December 11, 2019, Comcast and Southern Vermont Cable Company (“SVCC” or collectively, “Joint Petitioners”) filed a petition, an Application for a Certificate of Public Good (“CPG”), and supporting testimony and exhibits with the Vermont Public Utility Commission (“PUC” or “Commission”), pursuant to 30 V.S.A. § 515, seeking approval of a transfer of control of SVCC to Comcast. The Parties have negotiated in good faith to arrive at the following stipulation.

### **STIPULATION**

The Parties, having an opportunity to fully review and assess the proposed transfer, hereby stipulate and agree as follows:

1. Comcast has designated BCTV as the PEG Access Management Organization (“AMO”) for provision of public, educational, and government (“PEG”) programming and services to Comcast cable television customers in the Towns of Brattleboro, Guilford, and Vernon.
2. Pursuant to the terms of the March 29, 2010 PEG Agreement between Comcast and BCTV, BCTV currently receives operating funding equal to five percent (5.0%) and capital funding equal to one-half percent (0.5%) of Comcast’s gross revenue, as defined in the March 29, 2010 PEG Agreement, for the serviceable portions of the Towns of Brattleboro, Guilford, and Vernon.
3. SVCC has designated BCTV as the PEG AMO for provision of PEG programming and services to SVCC cable television customers in the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend.

4. Pursuant to the terms of the May 15, 2019 Agreement between SVCC and BCTV, BCTV currently receives funding equal to two and one-quarter percent (2.25%) of SVCC's gross revenue, as defined in the May 15, 2019 Agreement, for the serviceable portions of the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend.
5. Upon the closing for the purchase of SVCC ("closing"), which is contingent upon receiving the Commission's consent and approval for transfer of control and issuance of a cable television CPG to Comcast for the Towns of Dover, Newfane, Putney, and Townshend, Comcast will assume the May 15, 2019 Agreement between SVCC and BCTV.
6. Comcast and BCTV agree to the following funding levels for the serviceable portions of the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend:
  - a. Upon the closing, BCTV will receive operating funding equal to two and one-quarter percent (2.25%) of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt.
  - b. Effective January 1, 2021, BCTV will receive operating funding equal to three percent (3.0%) plus capital funding equal to one-half percent (0.5%), for a total of three and one-half percent (3.5%), of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt.
  - c. Effective January 1, 2022, BCTV will receive operating funding equal to four percent (4.0%) plus capital funding equal to one-half percent (0.5%), for a total of four and one-half percent (4.5%), of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt.
  - d. Effective January 1, 2023, BCTV will receive operating funding equal to five percent (5.0%) plus capital funding equal to one-half percent (0.5%), for a total of

five and one-half percent (5.5%), of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt.

7. Following the closing, until Comcast and BCTV execute a renewal PEG agreement, both the May 15, 2019 Agreement between SVCC and BCTV and the March 29, 2010 PEG Agreement between Comcast and BCTV (collectively "the PEG Agreements") will continue to be in force.
8. Following the closing, Comcast and BCTV will in good faith execute a renewal PEG agreement between Comcast and BCTV for provision of PEG programming and services to Comcast cable television customers in the Towns of Brattleboro, Dummerston, Guilford, Jamaica, Newfane, Putney, Townshend, and Vernon.
9. The renewal PEG agreement will replace both the March 29, 2010 PEG Agreement between Comcast and BCTV and the May 15, 2019 PEG Agreement between SVCC and BCTV.
10. The renewal PEG agreement between Comcast and BCTV will provide the following funding levels for operating and capital funding to BCTV:
  - a. Operating funding equal to five percent (5.0%) and capital funding equal to one-half percent (0.5%) of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt, for the serviceable portions of the Towns of Brattleboro, Guilford, and Vernon for the duration of the renewal PEG agreement.
  - b. Until December 31, 2020, operating funding equal to two and one-quarter percent (2.25%) of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including

recovered bad debt, for the serviceable portions of the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend.

- c. Effective January 1, 2021, operating funding equal to three percent (3.0%) plus capital funding equal to one-half percent (0.5%), for a total of three and one-half percent (3.5%), of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt, for the serviceable portions of the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend.
- d. Effective January 1, 2022, operating funding equal to four percent (4.0%) plus capital funding equal to one-half percent (0.5%), for a total of four and one-half percent (4.5%), of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt, for the serviceable portions of the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend.
- e. Effective January 1, 2023, operating funding equal to five percent (5.0%) plus capital funding equal to one-half percent (0.5%), for a total of five and one-half percent (5.5%), of Comcast's gross revenue, as defined by VPUC Rule 8.417(A), including recovered bad debt, for the serviceable portions of the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend for the duration of the renewal PEG agreement.

11. Comcast currently has a cable television CPG, which was issued in Docket No. 8301 on January 13, 2017 and amended on September 27, 2019 pursuant to the Mediation Settlement Agreement ("MSA") dated July 11, 2019, for the Towns of Dummerston and Jamaica.

12. Following the closing, subject to applicable law, the PEG Access Conditions of the amended Docket No. 8301 cable television CPG not duplicated in the cable television CPG issued in this current proceeding will apply to the Towns of Newfane, Putney, and Townshend.
13. When Comcast products and services are introduced in the former SVCC system in the Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend (“former SVCC system”), Comcast cable television customers in the former SVCC system will have the same channel lineup, including the same PEG channel positions, as Comcast cable television customers in Brattleboro, Guilford, and Vernon.
14. To publicize the new channel numbers to customers in the former SVCC system, Comcast shall notify such customers of the change and provide Two Thousand Dollars (\$2,000) to BCTV for rebranding costs; this payment will be made within thirty (30) days of receiving regulatory approval.
15. As of February 18, 2020, BCTV has the capability to have program listings and information on Comcast’s Interactive Program Guide (“IPG”) and on other Comcast program guides in the Towns of Brattleboro, Guilford, and Vernon.
16. When Comcast products and services are introduced in the former SVCC system on or before January 1, 2021, the capability for BCTV to have program listings and information on Comcast’s IPG and on other Comcast program guides will be extended to include Towns of Dummerston, Jamaica, Newfane, Putney, and Townshend.
17. During this current proceeding, BCTV has brought certain signal quality and equipment issues to the attention of Comcast.

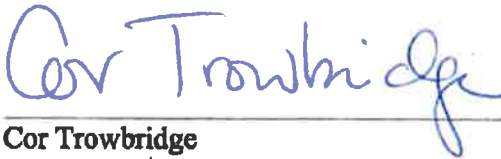
18. In order to resolve and improve the signal quality and equipment issues, Comcast has agreed to do the following work, at 230 Main Street in Brattleboro, Vermont, at no cost to BCTV:
- a. Install Ciena 3916 switch in the BCTV Studio.
  - b. Install Ericsson X2 dual encoder in the BCTV Studio.
  - c. Construct and land additional fiber pair from basement to the BCTV studio.
  - d. Install fiber jumper from new fiber pair patch location to Ciena/Ericsson switch locations.
19. Comcast will make commercially reasonable efforts to complete the work outlined above prior to introducing Comcast projects and services in the former SVCC system prior to January 1, 2021 and further warrants that this work will not be passed through to cable television subscribers nor will it be deducted from BCTV's operating and capital funding payments.
20. This Memorandum of Understanding is governed by Vermont law and any disputes under this Memorandum of Understanding shall be decided by the Commission.
21. The Parties agree that this MOU shall not be construed by any Party or tribunal as a waiver as to jurisdiction or otherwise having precedential impact on any future proceeding involving either Party, except as necessary to implement this MOU or to enforce an order of the Commission resulting from this MOU.
22. The Parties have made specific compromises to reach this Memorandum of Understanding. In the event that the Commission fails to approve this Memorandum of Understanding in its entirety or acts to overrule or disapprove any portion hereof, each such Party agrees that their agreement set forth herein may terminate, if such Party so determines in its sole

discretion, and each shall have the same rights as each would have had absent this Memorandum of Understanding.

Dated at Brattleboro, Vermont this 3<sup>rd</sup> day of March, 2020.

BRATTLEBORO COMMUNITY TELEVISION

By:

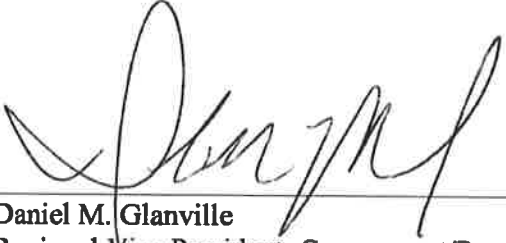


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Cor Trowbridge  
Executive Director

Dated at Bethel, Connecticut this 3<sup>rd</sup> day of March,  
2020.

COMCAST OF CONNECTICUT/GEORGIA/  
MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/  
NORTH CAROLINA/VIRGINIA/VERMONT, LLC

By:   
Daniel M. Glanville  
Regional Vice President, Government/Regulatory  
Affairs & Community Impact  
Western New England Region