

AGREEMENT

This Agreement is entered into by and between **Northeast Access Committee**, a Vermont non-profit corporation with headquarters in Newport, Vermont doing business as NorthEast Kingdom Television (“NEK-TV”), 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 ____ day of _____, 2007.

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, **NEK-TV** is engaged in providing Public, Educational and/or Governmental (“PEG”) programming content in a manner consistent with the development of cable technology and federal law; and

WHEREAS, the Company and **NEK-TV**, pursuant to Vermont Public Service Board Rule 8.408, agree to enter into an Agreement for purposes of designating **NEK-TV** as the Administrative Management Organization (“AMO”) for Town of Barton, Village of Barton, Town of Brighton, Town of Charleston, Town of Derby, Village of Derby Center, Village of Derby Line, Town of Glover, Town of Jay, Town of Morgan, City of Newport, Town of Newport, Village of North Troy, Village of Orleans, Town of Troy and Town of Westfield, Vermont, and others as may be amended from time to time.

1. Definitions

- 1.1 “Capital Expenses” shall mean those expenses associated with the purchase and maintenance of capital equipment required to provide PEG community related cable programming.
- 1.2 “Gross Revenue” shall mean the gross operating revenues 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, including the lease of equipment, studio and/or office space, other than capital expenses.
- 1.4 “Locally produced” shall mean programming produced by NEK-TV, its members, volunteers, or residents in the Service Territory.
- 1.5 “Public Access Funding Obligations” shall mean those obligations as set forth by PSB Rule 8.417. Specifically including annual operating and annual capital payment(s).

- 1.6 “System” shall mean the area served from the Company’s cable television operations central facilities located in Newport, Vermont. This area includes, and is presently limited to: Town of Barton, Village of Barton, Town of Brighton, Town of Charleston, Town of Derby, Village of Derby Center, Village of Derby Line, Town of Glover, Town of Jay, Town of Morgan, City of Newport, Town of Newport, Village of North Troy, Village of Orleans, Town of Troy and Town of Westfield, Vermont. Consistent with and upon proper notification pursuant to section 6 of this Agreement, System will also include Brownington, Coventry and Irasburg.
- 1.7 “Year” means the twelve-month period beginning January 1 and ending December 31.

2. Contract Term

- 2.1 The term of the contract between Comcast and AMO is from December 31, 2007 until December 15, 2012 (5 years) unless written notice of desire to cancel or terminate this Agreement is served by one party upon the other at least sixty (60) days prior to the anniversary date of this agreement.

3. Representations and Warranties

- 3.1 AMO 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 Comcast System with respect to community-related public, educational and/or governmental cable programming and that it is 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.
- 3.2 AMO represents and warrants that the person executing this Agreement on AMO’s behalf is acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of AMO, 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 and has 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 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 an annual basis to AMO an amount equal to FIVE (5.00%) PERCENT of the Company's Gross Revenue for the System 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.

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

The Company shall pay on a quarterly basis to AMO an amount equal to ZERO (0.00%) PERCENT of the Company's Gross Revenue System for the preceding quarter for Capital Funding. Capital Funding payment(s) shall be due and payable no later than forty-five (45) days after the close of the preceding quarter.

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 Capital Spike Funding

Pursuant to Docket 7077, Certificate of Public Good, AMO may reevaluate its digital equipment needs or other PEG access related cable system improvements twice during the term of the Company's CPG. Capital spike funding requests must be submitted consistent with PSB Rule 8.405. In addition, AMO must provide three (3) years of operating and capital budgets showing actual expenditures. AMO must also provide a copy of its short term plan(s), as set out in PSB Rule 8.422(K). The Company will review the request pursuant to the criteria established by the Rule.

Consistent with 47 U.S.C. §542(c), any capital spike payments to AMO will be passed through to Company subscribers as a separate line item on subscriber bills. Spike funding requests will be amortized over the remaining life of this agreement.

4.4 Channel Designation(s)

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

Pursuant to Docket 7077, Certificate of Public Good, Condition 19 the Company shall work with the AMO prior to any channel reassignment and shall pay the

AMO reasonable costs of such reassignment. The Company will not reassign the AMO channel without advance warning and consultation with the AMO.

4.5 **Promotional Support**

Consistent with Docket 7077, Certificate of Public Good, 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 AMO.

4.6 **Origination Points**

The Company shall provide access origination points for the transmission of an upstream signal from places in the System deemed to be desirable for the production of live programming and deemed to be technically feasible by the Company. Modulators and any other necessary equipment for the reception and/or transmission of signals to and from the origination point are the sole responsibility of the AMO. Pursuant to Docket 7077, Certificate of Public Good, Condition 22, sites must be within 500 feet of serviceable plant. The AMO will bear the cost for site construction and nonstandard installations, which are more than five hundred (500') feet from the serviceable plant or if it involves underground installation. Serviceable plant is defined as where there is a connection for upstream or return video to headend capabilities. Standard installations are within 300' aerial feet of the serviceable plant.

The locations of such cable drops shall be as follows:

a. New and/or existing origination sites are identified on Schedule A, attached hereto. The Company shall not be obligated to provide drops to sites other than those identified on Schedule A. b. AMO from time to time may request additional remote origination sites for the purpose of "live" cablecasting. The Company will consider these requests on a case-by-case basis taking into consideration the community need, level of planned utilization and technically feasible or financially reasonable. Written permission from the owner of the property is a prerequisite to any site consideration. The Company explicitly reserves the right to deny requests for additional drop locations that are not technically or financially feasible or otherwise do not justify an ongoing need for live cablecasting.

c. 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 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 head end; 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). Upon request from the AMO to the Regulatory Affairs Manager, the Company will provide an estimate for such costs. If such an expense is unbudgeted or cannot be accommodated within the AMO's financial means, the AMO may elect to be directly billed or 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).

4.7 **Equipment**

The Company is responsible for maintaining, repairing or 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 for maintaining, repairing or replacing headend equipment, including but not limited to Demodulator, Receiver or Demultiplexer for purposes of providing a quality signal for headend switching or processing.

All other equipment shall be maintained by and is the responsibility of the AMO.

5. **Procedures for Issues, Questions and Complaints**

The Parties agree to comply with the Procedures for Issues, Questions and Complaints, and any subsequent amendments or replacements thereof, are incorporated by reference as if more fully stated herein. Noncompliance with these Procedures may require the parties to utilize the dispute resolution process set forth in the Procedures.

6. **Extension of Service Areas: Brownington, Coventry, Irasburg**

The Company plans to complete line extensions in Coventry and Irasburg, Vermont in the near future and in Brownington by the end of 2008. The Company is agreeable to amending this agreement to include Brownington, Coventry and Irasburg in the defined "System" as follows:

- 6.1 Company shall consider this Agreement amended to include Brownington, Coventry or Irasburg, upon receipt of 90 days written notice in compliance with this section.
- 6.2 AMO shall provide written confirmation that:: a) NEK-TV has presented a plan to the town outlining the AMO's plans to support the cable-related community needs of the town b) the Select Board desires to have NEK-TV provide public access services to the Town's residents, and 3) the Select Board is aware that such services will be supported by a PEG access fee assessed on subscriber bills and have been informed of the current rate of the PEG access fee.

- 6.3 AMO shall provide a copy of its plans to support the additional communities the Company with its written notice and confirmation.
- 6.4 Company shall provide timely notice to subscribers of a new community regarding PEG access services and shall begin to collect the appropriate PEG access fees to pay to AMO in exchange for providing for PEG access services as contemplated by this Agreement.

7. **AMO Obligations**

AMO will use the Operating and Capital Expenses consistent with federal and state law and dedicated to the purpose of providing reasonably broad range of public, educational and governmental cable-related programming to the Company's subscribers in the System.

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 changes to the Staff, Board of Directors, studio location(s) or financial well-being of the AMO, or suspension of programming, require notification to the Regulatory Affairs Manager as soon as practicable.

AMO shall keep the Company informed of its PEG activities, including generally its public and community outreach, community assessments and organizational changes on a timely basis. 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.

AMO shall maintain a three (3) year plan which shall include three-year operating and capital budgets. This plan shall outline the programming goals, community outreach and training programs, capital investment projects necessary to implement such goals. AMO shall file its current plan with Company no later than June 30, 2008, and again no later than January 31, 2011.

Subscriber revenues will be used to support video training, recruitment of video producers, video programming services, and other activities that inure to the benefit of cable subscribers.,

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.

AMO is responsible for maintaining, repairing and/or replacing any modulators or other equipment at the AMO 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

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 radio frequency combining network.

- 7.8 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 any AMO Channel and from claims arising out of the AMO's rules for and/or the administration of the public, educational and governmental cable-related programming.
- 7.9 The provisions of Section 7 are material terms of this Agreement. AMO 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 AMO cannot remedy the deficiency in a timely manner, Company reserves the right to suspend future franchise fee payments to the AMO and shall suspend the AMO's ability to negotiate any capital spike funding requests pursuant to PSB Rule 8.405. Should the Company suspend payments or consideration of capital spike payments, it will provide written notice as soon as practicable. Funding will be reinstated upon the satisfactory proof of compliance. Reinstatement of payments may 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. In addition, the Company has available to it any other remedies contemplated by PSB Rule 8.424(A).

8. Dispute Resolution Procedures

- 8.1 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.

- 8.2 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.

9. Notices

- 9.1 Except as otherwise provided, any 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 Rd.
Manchester, NH 03109

- 9.2 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
NorthEast Kingdom Television
P.O. Box 710
Newport, VT 05855

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

10. Miscellaneous Provisions

- 10.1 The section headings used in this Agreement are for convenience only and shall not affect the construction of the Agreement.
- 10.2 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.

- 10.3 The parties hereby agree to submit this Agreement to the Vermont Public Service Board.
- 10.4 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.
- 10.5 With the exception of any amendment(s) pursuant to Section 10.4, this Agreement may only be modified in writing, signed by both parties and submitted to the Vermont Public Service Board.
- 10.6 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.
- 10.7 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.
- 10.8 This Agreement shall be governed by and construed in accordance with Vermont law.
- 10.9 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.
- 10.10 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.
- 10.11 It is acknowledged and agreed that this Agreement is the product of negotiation by the parties, acting on advice of counsel, and that it is to be considered as jointly drafted by both parties.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

Comcast of

NorthEast Kingdom Television

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

By: _____

By: _____

Its: _____

Its: _____

Witness: _____

Witness: _____

SCHEDULE A
Remote Origination Sites

<u>Location</u>	<u>Cost</u>
NEK-TV Studio 561 East Main Street Newport, VT	N/A
North Country Union High School Facility 209 Veterans Avenue Newport, VT	N/A *
a. Football Field Press [†]	
b. NCTV Studio	
Haskell Opera House & Library 96 Caswell Avenue Derby Line VT	None
Lake Region High School 317 Lake Region Rd. Orleans, VT 05860	TBD**

* N/A denotes pre-existing remote origination site. Parties recognize that ongoing maintenance and in-kind support is required from the Company.

[†] As of this Agreement, remote origination site installed; AMO must purchase and install necessary equipment for the reception and/or transmission of signals to and from the origination point.

** Field to provide cost estimates; NEK to pay beyond 500' aerial