

Local Programming Agreement

Between

Northwest Suburbs Cable Communications Commission

Northwest Community Television

And

Comcast of Minnesota/Wisconsin Inc.

August 20, 2014

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LOCAL PROGRAMMING AGREEMENT

This Local Programming Agreement (hereinafter referred to as the "Agreement") is executed as of this ____ day of _____, 2014 (hereinafter referred to as the "Effective Date") by and between the Northwest Suburbs Cable Communications Commission ("NWSCCC") and Comcast of Minnesota/Wisconsin Inc. ("Comcast").

RECITALS

The parties to this Agreement have entered into a Franchise Agreement in which Comcast will provide cable services pursuant to the Franchise Agreement to the Member Cities of the NWSCCC. This Agreement is an understanding that Comcast will make available on its cable system a channel for Local Origination programming. Further, this Agreement describes the specific terms, conditions and requirements and the mutual understandings between the NWSCCC and Comcast regarding programming to be made available by Comcast on the Cable System for Local Origination programming. This Agreement shall be considered part of the Franchise Agreement and fully enforceable pursuant to all terms, conditions and requirements as set forth in the Franchise Agreement.

NOW THEREFORE, NWSCCC and Comcast have agreed to enter into this Agreement upon the following terms and conditions:

SECTION 1. DEFINITIONS

For the purpose of this Agreement, the definitions in the Franchise Agreement are applicable to this Agreement as if fully set forth herein and in addition, the following terms as used in this Agreement shall have the meaning(s) as set forth below.

1.1 Channel means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel.

1.2 Franchise Agreement means a contractual agreement between NWSCCC and Comcast dated the ____ day of _____, 2014 and as granted pursuant to the terms of an Ordinance grant by NWSCCC dated the ____ day of _____, 2014 in accordance with the provisions of the Joint Powers Agreement.

1.3 Local Origination Channel is a Channel designated pursuant to this Agreement to include Local Origination programming developed by the NWSCCC and its designees.

SECTION 2. INCORPORATION BY REFERENCE—FRANCHISE AGREEMENT

This Agreement incorporates herein by reference all of the terms, conditions and requirements of the Franchise Agreement as fully and completely set forth therein.. In the event of a transfer or assignment of ownership or control of the Franchise Agreement, the transferee shall assume all rights and obligations under this Agreement. This Agreement is enforceable in accordance with the procedures and requirements as set forth in the Franchise Agreement.

**SECTION 3.
TERM OF THIS AGREEMENT**

This Agreement shall have a term concurrent with the Franchise Agreement and subject to modification or change only upon the written agreement of NWSCCC and Comcast or as otherwise may be required by modification of the Franchise Agreement or pursuant to Applicable Law.

**SECTION 4.
NON-EXCLUSIVITY**

The NWSCCC and Comcast acknowledge that the Franchise Agreement is non-exclusive and any franchise of a similar nature that may be granted by the NWSCCC may include provisions or requirements regarding local programming of a Local Origination Channel.

**SECTION 5.
NO WAIVER OF RIGHTS**

No course of dealing between the NWSCCC and Comcast, nor any delay on the part of either party in exercising any rights hereunder shall operate as a waiver of any such rights or acquiescence in the actions of the other party in contravention of such rights, except to the extent expressly waived.

**SECTION 6.
SD LOCAL ORIGINATION CHANNEL**

Comcast will maintain one (1) Local Origination Channel (Channel 12) in Standard Definition for the term of the Franchise Agreement unless or until NWSCCC agrees to relinquish the channel after a thirty-six (36) month period. Comcast shall provide the Standard Definition Channel on the most basic tier of service offered by Comcast in accordance with the Cable Act, Section 611. No sooner than thirty-six (36) months after the Effective Date of the Franchise Agreement and with at least a one hundred twenty (120) day written notice to Comcast, NWSCCC may relinquish the SD Local Origination Channel as provided for in Section 7 of the Franchise Agreement.

**SECTION 7.
HD LOCAL ORIGINATION CHANNEL**

Twelve (12) months after the Effective Date of the Franchise Agreement, Comcast shall make one (1) Local Origination Channel available in high definition (HD) format, provided that at least eighty percent (80%) of the content on the Channel is in HD format, and not more than five percent (5%) of the content is character generated programming. NWSCCC acknowledges that receipt of an HD Local Origination Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services.

SECTION 8. SIMULCAST

NWSCCC and Comcast agree that the Local Origination Channel in SD and the Local Origination Channel in HD will be simulcast. This means the same video content will air simultaneously on both the SD and HD channel. The simulcast would cease if the NWSCCC decides to relinquish the SD Local Origination Channel thirty-six (36) months after the Effective Date of the Franchise Agreement.

Any costs associated with the delivery of the Local Origination Channel in HD format, including transmission equipment (HD modulators and demodulators, encoder and decoder equipment, multiplex equipment, and necessary upgrades to video return lines) shall be borne by NWSCCC, and may be paid for out of PEG funds received by NWSCCC.

NWSCCC is responsible for acquiring all equipment necessary to produce programming in HD.

SECTION 9. CONTROL OF LOCAL ORIGINATION CHANNEL

The control and administration of the Local Origination Channel shall rest with NWSCCC and NWSCCC may delegate, from time to time over the term of the Franchise Agreement such control and administration to various entities as determined in NWSCCC's sole discretion.

SECTION 10. LOCAL ORIGINATION CHANNEL LOCATIONS

The Local Origination SD Channel shall be carried on the Basic Cable Service tier to the extent required by Applicable Law and as set forth in Section 7 of the Franchise Agreement. Nothing herein precludes Comcast from charging for equipment needed for Basic Cable Service.

Comcast shall make reasonable efforts to minimize channel movements for the SD and HD Local Origination channels, and shall make reasonable efforts to locate the HD channel in its HD lineup in a manner that is easily accessible to subscribers.

Comcast shall provide NWSCCC a minimum of sixty (60) days' notice, and use best efforts to provide one hundred and twenty (120) days' notice prior to the time a Local Origination designation is changed. In addition, Comcast shall pay NWSCCC an amount equal to NWSCCC's actual costs in remarketing the location of Local Origination Channels and managing relocation administratively and technologically, up to a maximum of five thousand dollars (\$5,000) per Local Origination Channel. Any such amounts paid by Comcast may be added, at Comcast's discretion, to the price of Cable Services and collected from Subscribers. Comcast, at NWSCCC's expense, will place NWSCCC's notices of the Channel change on its regular monthly billings, upon NWSCCC's request.

Comcast agrees not to encrypt the Local Origination Channels differently than other commercial Channels available on the Cable System.

SECTION 11.
NAVIGATION TO LOCAL ORIGATION CHANNELS

Comcast agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the Local Origination Channels shall be treated in a non-discriminatory fashion consistent with Applicable Law so that Subscribers will have ready access to Local Origination Channels. This shall not be construed to require Comcast to pay any third party fees that may result from this obligation.

SECTION 12.
OWNERSHIP OF LOCAL ORIGATION CHANNELS

Comcast does not relinquish its ownership of or ultimate right of control over a Channel by designating it for Local Origination use. NWSCCC or Local Origination Producers— acquires no property or other interest by virtue of the use of a Channel position so designated. Comcast shall not exercise editorial control over any Local Origination use of a Channel position, except Comcast may refuse to transmit any Local Origination program or portion of a Local Origination program that contains obscenity, indecency, or nudity in violation of Applicable Law.

SECTION 13.
LOCAL ORIGATION CHANNEL CARRIAGE

Any and all costs associated with any modification of the Local Origination Channels or signals after the Local Origination Channels/signals leave NWSCCC's designated playback facilities, or any designated playback center authorized by NWSCCC shall be borne entirely by Comcast. Comcast shall not cause any programming to override Local Origination programming on any Local Origination Channel, except by oral or written permission from NWSCCC, with the exception of emergency alert signals.

NWSCCC or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the Local Origination Channel use.

Comcast shall monitor the Local Origination Channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of Local Origination Channels, provided however, that Comcast is not responsible for the production quality of Local Origination programming productions. NWSCCC, or its designee, shall be responsible for the production and quality of all Local Origination programming. Comcast shall carry all components of the standard definition and high definition Local Origination Channel including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

SECTION 14.
LOCAL ORIGATION TECHNICAL QUALITY

Comcast shall not be required to carry a Local Origination Channel in a higher quality format than that of the Channel Signal delivered to Comcast, but Comcast shall not implement a

change in the method of delivery of Local Origination Channels that results in a material degradation of signal quality or impairment of viewer reception of Local Origination Channels, provided that this requirement shall not prohibit Comcast from implementing new technologies that may also be utilized for commercial Channels carried on its Cable System. Comcast shall meet FCC signal quality standards when offering Local Origination Channels on its Cable System and shall continue to comply with closed captioning pass-through requirements. There shall be no significant deterioration in a Local Origination Channels signal from the point of origination upstream to the point of reception downstream on the Cable System.

Within twenty-four (24) hours of a written request from NWSCCC to Comcast identifying a technical problem with the Local Origination Channel and requesting assistance, Comcast will provide technical assistance or diagnostic services to determine whether or not a problem with a Local Origination signal is the result of matters for which Comcast is responsible and if so, Comcast will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Comcast and NWSCCC in order to determine the course of action to remedy the problem.

SECTION 15. CHANGE IN TECHNOLOGY

In the event Comcast makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires NWSCCC to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Local Origination Channels, Comcast shall, at its own expense and free of charge to NWSCCC or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Local Origination Channels in accordance with the requirements of the Franchise.

SECTION 16. ELECTRONIC PROGRAMMING GUIDE

Comcast will continue to make available to NWSCCC the ability to place Local Origination channel programming information on the interactive channel guide with Comcast EPG provider. Comcast will be responsible for providing the designations and instructions necessary for the Local Origination Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of Comcast. NWSCCC acknowledges that the EPG is not technically possible for all Local Origination programming, including but not limited to periods where NWSCCC chooses to distribute different Local Origination programming via the same channel number to subscribers in different Member Cities.

SECTION 17. NWSCCC NETWORK USE FOR LIVE PROGRAMMING

Comcast will facilitate NWSCCC's use of Comcast's network in order for NWSCCC to share and cablecast high quality live sporting events and other relevant programming of regional significance for both the use of Comcast or other systems who are connected to NWSCCC's network. NWSCCC is open to a co-branding partnership with Comcast with events of high

quality and regional significance that are cablecast beyond the geographic boundaries of NWSCCC's Local Franchise Area.

**SECTION 18.
COMCAST NETWORK FOR VIDEO FILE TRANSFER**

Comcast will explore and facilitate the ability for NWSCCC's video file transfer data needs via a Comcast Business Services Agreement.

**SECTION 19.
AD ADVAIL GRANTS**

Comcast will provide NWSCCC with up to thirty thousand dollars (\$30,000) worth of ad avails each year at Comcast's lowest unit cost, at no cost to promote programming on NWSCCC's Local Origination Channel. The ad avails will be produced at NWSCCC's cost and submitted to Comcast in a format compatible with such advertising insertion equipment of Comcast. The ad avails will be a run of schedule basis and shall appear on channels used by Comcast for local advertising.

**SECTION 20.
LOCAL ORIGINATION CHANNEL SUPPORT**

The Local Origination Channel may be supported by those fees available under the Franchise Agreement between NWSCCC and Comcast.

**SECTION 21.
RELOCATION OF COMCAST'S HEADEND**

In the event Comcast relocates its headend, Comcast will be responsible for replacing or restoring the existing dedicated fiber connections at Comcast's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to NWSCCC or its designated entities.

**SECTION 22.
CAPTIONS**

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

**SECTION 23.
ENTIRE AGREEMENT**

This written Agreement contains the entire agreement between the parties, supersedes all prior agreements and proposals whether written or oral except as specifically incorporated herein, and cannot be changed without a written amendment and approved by both the NWSCCC and Comcast.

**SECTION 24.
SEVERABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

**SECTION 25.
CHANGE IN LAW**

In the event there is a change in federal or state law or any regulation applicable to the Franchise Agreement or to this Agreement, NWSCCC or Comcast may notify each other of its desire to amend this Agreement in order to comply with the change in such federal or state law or regulation as may be applicable. NWSCCC and Comcast may amend this Agreement to comply with such change provided such amendment is approved by NWSCCC and Comcast.

**SECTION 26.
APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind NWSCCC and Comcast and their respective successors and assigns. This Agreement is authorized as applicable to NWSCCC with all rights and duties as provided to it pursuant to the Joint Powers Agreement as adopted by each Member City. Comcast is authorized to execute this Agreement to coincide with the Franchise Agreement.

**SECTION 27.
ACCEPTED**

This Agreement is accepted by Comcast and the NWSCCC, and as signed below they each agree to be bound by its terms and conditions.

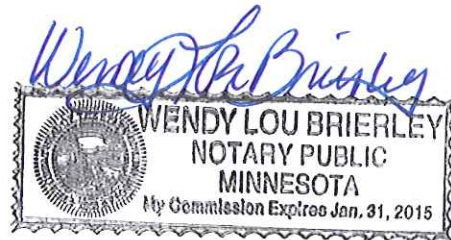
NORTHWEST SUBURBS CABLE COMMUNICATIONS COMMISSION
NORTHWEST COMMUNITY TELEVISION

By: [Signature]
Its: Chair

Date: 9/18/14

COMCAST OF MINNESOTA/WISCONSIN INC.

By: [Signature]
Its: Timothy T. Nester
SVP - Finance and Accounting



Date: 10-1-14



Comcast Cable
10 River Park Plaza
Saint Paul, MN 55107

August 20, 2014

Dear Northwest Suburbs Cable Communications Commission:

Comcast Cable Communications, LLC is a signatory to a "Voluntary Agreement for Ongoing Improvement to the Energy Efficiency of Set-Top Boxes" (the "Voluntary Agreement"), effective January 1, 2014. The Voluntary Agreement contains energy efficiency standards for pay-TV set-top boxes that are expected to result in significant energy savings for more than 90 million U.S. homes. These new standards, developed through a non-regulatory voluntary arrangement between the pay-TV industry, the consumer electronics industry and energy efficiency advocates, are expected to improve set-top box efficiency by 10 to 45% (depending on box type) by 2017, and may result in savings of more than \$1 billion on consumer energy bills annually.

You can find more information about the Voluntary Agreement and the efforts of the industry as a whole on the NCTA web page (www.ncta.com) under the heading "Keeping Cable Green."

If you have questions or concerns, please do not hesitate to contact our office.

ORDINANCE NO. _____

AN ORDINANCE RENEWING THE CABLE TELEVISION FRANCHISE CURRENTLY HELD BY COMCAST OF MINNESOTA/WISCONSIN, INC. ("GRANTEE") TO OPERATE AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE MEMBER CITIES COMPRISING THE NORTHWEST SUBURBS CABLE COMMUNICATIONS COMMISSION; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

WHEREAS, the Northwest Suburbs Cable Communications Commission ("Grantor") is the Grantor of a Cable Television Franchise that is currently held by Comcast of Minnesota/Wisconsin, Inc. ("Grantee"); and

WHEREAS, Grantor has been authorized by the Member Cities of a Joint Powers Agreement adopted pursuant to Minnesota law, Chapter 238, to serve as a franchising authority on behalf of the Member Cities and authorized to grant a cable television franchise; and

WHEREAS, the Member Cities to the Joint Powers Agreement include: Brooklyn Center, Brooklyn Park, Crystal, Golden Valley, Maple Grove, New Hope, Osseo, Plymouth and Robbinsdale; and

WHEREAS, the Franchise for cable television between Grantor and Grantee is proposed to be renewed, at the request of Grantee and based on requirements under Minnesota law and the federal Cable Act relating to requirements for cable television franchises and the requirements for the renewal of cable television franchises, including the authority for Grantor to negotiate a Renewal Franchise; and

WHEREAS, the Grantee requested Grantor to have its current cable television franchise renewed and in response the Grantor, through a process of review and negotiation, developed together with Grantee a Proposed Franchise Renewal Agreement ("Renewal Franchise"), herein included in full and made part of this Ordinance by reference as Attachment A; and

WHEREAS, the Grantor, upon completion of negotiations of the Renewal Franchise, Attachment A, and in accordance with the Joint Powers Agreement between the Member Cities, followed the process of delivery to each of the Member Cities a copy of the Renewal Franchise for review and comment within a thirty (30) day time period after such delivery; and

WHEREAS, after expiration of the thirty (30) day time period for review and comment, the Grantor determined that the Member Cities did not require any change or modification to the Renewal Franchise and therefore, Grantor has determined that the Renewal Franchise, Attachment A, is complete and in a form acceptable to the Member Cities; and

WHEREAS, the Grantor has conducted a public hearing, as required by Minnesota law, and has determined the Renewal Franchise is in a form without public objection, and that Grantee has the legal, technical and financial qualifications to meet the standards and requirements of the Renewal Franchise, Attachment A; and

WHEREAS, based on the foregoing, Grantor adopts this Ordinance subject to written acceptance by Grantee and Grantee's compliance with the Renewal Franchise, Attachment A.

NOW THEREFORE, in a meeting of the Grantor, based on a public hearing, legally noticed, in the newspaper of each Member City of the Grantor, Grantor determines as follows:

1. The Grantor herein by adoption of this Ordinance grant to the Grantee a Cable Television Franchise, based on requirements of applicable law and the Joint Powers Agreement, all of the terms, conditions and requirements of the Renewal Franchise, Attachment A.

2. This Ordinance and summary of Attachment A shall be published, as required by Minnesota law and the Joint Powers Agreement between the Grantor Member Cities, in the legal newspaper of each Member City not later than fifteen (15) days after date of this Ordinance.

Passed and adopted this 18th day of SEPT, 2014 by the unanimous vote for approval by the Directors of the Member Cities present and voting.



NORTHWEST SUBURBS CABLE
COMMUNICATIONS COMMISSION

By 
Alan Madsen, Chair

The foregoing is hereby accepted on behalf of Comcast of Minnesota/Wisconsin, Inc.

Dated: October 1, 2014

COMCAST OF MINNESOTA/WISCONSIN, INC.

By 

Its Timothy T. Nester
SVP - Finance and Accounting