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June 7, 2022

Via Electronic Mail and Hand Delivery

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: RI PBS – Increase to Public, Education & Government Access Fees

Dear Ms. Massaro,

Enclosed for filing in the above-referenced matter are an original and four (4) copies of the Petition of the Rhode Island PBS Foundation for Approval of Adjustment to Public, Education, and Government Access Fees. This petition is being filed pursuant to Division Rule of Practice and Procedure 1.13(a) and R.I. Gen. Laws § 39-19-6.1(c).

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Adam M. Ramos".

Adam M. Ramos

AMR/KS
Enclosures

**Petition of Rhode Island PBS Foundation for Approval of Adjustment to
Public, Education, and Government Access Fees**

June 7, 2022

Submitted to: Rhode Island Division of Public Utilities and Carriers

Docket No:

Submitted by:



**STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS**

IN RE: RHODE ISLAND PBS FOUNDATION
REQUEST TO ADJUST PUBLIC,
EDUCATION & GOVERNMENT ACCESS FEES

Docket No: _____

**Petition of the Rhode Island PBS Foundation to Adjust Public, Education, & Government
Access Fees Pursuant to R.I. Gen. Laws § 39-19-6.1.**

1. Pursuant to the Community Antenna Television Systems Act (the “Act”), R.I. Gen. Laws § 39-19-6.1(c), the Rhode Island Division of Public Utilities and Carriers’ (“Division”) Rules of Practice and Procedure, 815-RICR-00-00-1.13, and Division Rules Governing Community Antenna Television Systems (“CATV Rules”) 815-RICR-10-05-1.17, the Rhode Island PBS Foundation (“RI PBS” or “Petitioner”) petitions the Division for approval of an increase in the Public, Education, and Government (“PEG”) Access Fees assessed to subscribers.

2. Petitioner respectfully asserts that the adjustment to PEG Access Fees meets the standard set forth in 815-RICR-10-05-1.17: that the fee adjustment “is appropriate in light of the prudent and reasonable expenses incurred, or projected to be incurred, by [RI PBS] in operating and maintaining PEG access facilities, playback equipment, and Interconnect equipment[.]”

I. Factual Background

3. RI PBS is a domestic non-profit corporation, with the purposes to “[r]aise funds and provide support solel[y] for the benefit of the RI Public Telecommunications Authority for so long as such authority owns and operates non-commer[ci]al television station(s)” and “[t]o acquire and hold the licenses for non-commer[ci]al television and radio stations and to own and operate such stations for the advancement of educational programs[.]”

4. In 2013, RI PBS and the Division entered into a letter agreement (“2013 Letter Agreement”) regarding the operation of PEG access television in Rhode Island, pursuant to the Division’s authority conferred by R.I. Gen. Laws § 39-19-6.1, as amended. *See Exhibit A*, attached hereto.

5. As stated in the 2013 Letter Agreement and pursuant to 815-RICR-10-05-1.14, RI PBS must provide and maintain a variety of studios and equipment, for PEG access use, including at least five fixed studios statewide that are equipped for full-color production and transmission of live, videotape, and film television programs on specially designated access channels, and furnished with specific studio/control, editing, and playback equipment. 815-RICR-10-05-1.14. RI PBS must also provide and maintain specific mobile and/or portable television production equipment for use by residents in the production of programming for specially designated access channels. *Id.*

6. RI PBS manages the day-to-day operations of PEG access studios not being actively managed and operated by an existing cable television certificate holder.

7. RI PBS funds these operations through the PEG access and interconnect fees it receives from CATV Operators; the CATV Operators, in turn, pass those costs through to their subscribers.

8. The PEG access and interconnect fees are currently set at \$0.48 per month for each Cox Communications (“Cox”) and Verizon Fios (“Verizon”) subscriber. 815-RICR-10-05-1.17.2(B).

9. The PEG access and interconnect fees have not been adjusted since 2007, while at the same time there has been a significant decline in Cox and Verizon subscribership.

10. The cable television market has seen a steady decline in the number of subscribers, as more households choose to subscribe to streaming services in lieu of cable television services.

11. A decline in cable television subscribers has a direct impact on the revenue generated by the monthly PEG Access Fee assessed to subscribers and impacts the amount of revenue available to successfully operate PEG Access; this decline in subscribership is negatively compounded by increasing inflation.

12. In fact, over the last six years, PEG Access Fees have declined significantly, and are down 21% since 2016. *See* RI PBS Financial Statements, attached hereto as Exhibit B.

13. In response to the declining subscribership, RI PBS has made many changes to mitigate the decline in revenue, including consolidating studios, relocating studios to new facilities with better lease rates, and other efficiencies. *See* Exhibit B.

14. For example, in 2020, the actual PEG access and interconnect fees RI PBS received from CATV Operators declined by 7.38% year-over-year, to a total of \$1,545,134. At the same time, from 2019 to 2020, RI PBS reduced its expenses by 3.3%, or \$61,566.84.

15. In 2021, the actual PEG access and interconnect fees RI PBS received from CATV Operators declined by an additional 6.83%, to a total of \$1,439,659. At the same time, from 2020 to 2021, RI PBS again reduced its expenses by 17.5%, or \$313,703.21.

16. Despite these efforts to reduce expenses, over at least the last four years RI PBS's revenue from PEG access and interconnect fees has been insufficient to cover the costs of providing service.

17. In the fiscal year ended June 30, 2018, the PEG access and interconnect fees were \$83,516.18 below the total expenses to provide the service. *See* Exhibit B.

18. In the fiscal year ended June 30, 2019, the PEG access and interconnect fees were \$187,754.69 below the total expenses to provide the service. *See Exhibit B.*

19. In the fiscal year ended June 30, 2020, the PEG access and interconnect fees were \$249,297.32 below the total expenses to provide the service. *See Exhibit B.*

20. In the fiscal year ended June 30, 2021, the PEG access and interconnect fees were \$41,068.83 below the total expenses to provide the service. *See Exhibit B.*

21. Thus, over those four years, RI PBS's PEG services ran a total deficit of \$561,637.02. *See Exhibit B.*

22. RI PBS projects that, without an increase in the amount of the fees, the decline in funds received from PEG access and interconnect fees will continue to decline annually, as set forth below:

- a. In 2022, RI PBS projects that PEG access and interconnect fees will decline by approximately 9.65%, to a total of \$1,300,790;
- b. RI PBS forecasts that the PEG access and interconnect fees will decline by an additional 7.95% in 2023, to a total of \$1,197,369;
- c. RI PBS forecasts that the PEG access and interconnect fees will decline by an additional 8.14% in 2024, to a total of \$1,099,892;
- d. RI PBS forecasts that the PEG access and interconnect fees will decline by an additional 8.58% in 2025, to a total of \$1,005,531;
- e. RI PBS forecasts that the PEG access and interconnect fees will decline by an additional 8.22% in 2026, to a total of \$922,840.

23. RI PBS's current expenses are both prudent and reasonably necessary for RI PBS to fulfill its obligations of playback and studio access for users to create their content. *See Exhibit B.*

24. Despite RI PBS's diligent efforts to cut expenses as much as possible, RI PBS has not been able to keep up with the declining subscribership by reducing its expenses.

25. RI PBS cannot reasonably reduce its expenses any further while still meeting its statutory and regulatory obligations.

26. Accordingly, for RI PBS to continue to fulfill its statutory and regulatory obligations to provide PEG services, an increase in the PEG access and interconnect fees is necessary.

27. To ensure the continuous ability to provide these services, it is prudent and reasonable to develop a formula and process to adjust the amount of the PEG access and interconnect fees to account for the anticipated continued shift of consumers away from traditional cable services.

II. Statutory and Regulatory Authority

28. The Division has authority to manage and operate PEG access television in Rhode Island, and may designate another entity to manage the day-to-day operations of any PEG access studios, including the responsibility of programming statewide interconnect channels and managing interconnect playback in conjunction with the management of PEG playback. R.I. Gen. Laws §§ 39-19-6.1(a), (b).

29. The Division designated the Rhode Island Public Telecommunications Authority ("RIPTA") to manage the day-to-day operations of any PEG access studios. *See* R.I. Gen. Laws §§ 16-61-1 et seq., and 39-19-6.1.

30. RIPTA entered into certain agreements relating to PEG access programming administration with Verizon New England Inc. (“Verizon”) and CoxCom, Inc., d/b/a Cox Communications of New England (“Cox”), (together the “Foundation Agreements”). RIPTA assigned its interest in those agreements to RI PBS. *See* Foundation Agreements, Exhibit C.

31. In 2013, the General Assembly dissolved RIPTA by repealing R.I. Gen. Laws § 16-61-1, et seq. and enacting R.I. Gen. Laws § 39-19-6.1, which is the statute that now governs this request. *See* Rhode Island FY 2014 Budget, Article 7, Section 6; RI LEGIS. 13-144, 2013 Rhode Island Laws Ch. 13-144 (13-H 5127A) (“FY 2014 Budget”).

32. The FY 2014 Budget became effective on July 1, 2013. *Id.*

33. Also on July 1, 2013, the Division entered into the 2013 Letter Agreement with RI PBS, in which it specifically referenced the FY 2014 Budget and the Foundation Agreements, and through which it designated RI PBS to manage the day-to-day operations of any PEG access studios. *See* 2013 Letter Agreement, Exhibit A.

34. Pursuant to R.I. Gen. Laws § 39-19-6.1(c), the Division must fund the PEG access television through PEG access and interconnect fees. R.I. Gen. Laws § 39-19-6.1(c).

35. The Division may adjust the amount of the PEG access and interconnect fees no more than once annually, after holding a public hearing and providing notice to RIPTA, all CATV Operators—here, CoxCom, Inc. and Verizon New England, Inc.—and others provided in Rule 1.12 of the Division’s Rules of Practice and Procedure. R.I. Gen. Laws § 39-19-6.1(c); 815-RICR-10-05-1.17.2(C).

36. Specifically, CATV Rule 1.17.2(B) states that the PEG access and interconnect fee may be an “amount set by the Division.” 815-RICR-10-05-1.17.2(B).

37. To approve a fee adjustment, the Division must find that the proposed fees are “appropriate in light of the prudent and reasonable expenses incurred, or projected to be incurred,” by RI PBS in “operating and maintaining PEG access facilities, playback equipment, and Interconnect equipment.” 815-RICR-10-05-1.17.2(C).

III. Relief Requested

38. RI PBS asks that the Division approve a formula to calculate an annual adjustment to the PEG access and interconnect fees, including reconciliation of estimates to actuals.

39. RI PBS’s proposed formula would calculate the annual fee adjustment based on the year-over-year change in actual fees collected, as measured by the prior twelve months ending March 31, and reconcile that against the actual expenses incurred to provide PEG access over that period. An illustration of the formula is attached hereto as Exhibit D.

40. RI PBS proposes that it will submit a compliance filing to the Division by May 1 of each year pursuant to Rule 1.13 of the Division’s Rules of Practice and Procedure, the purpose of which will be to request an adjustment in PEG access and interconnect fees pursuant to the formula proposed in this Petition.

41. The compliance filing will calculate the proposed adjustment to PEG access and interconnect fees for the upcoming fiscal year, based on the prior twelve-month period ending on March 31. It will also provide information sufficient to demonstrate that the increase in PEG access and interconnect fees is appropriate in light of RI PBS’s prudent and reasonable expenses incurred to operate and maintain PEG access facilities, playback equipment, and Interconnect equipment, as required by 815-RICR-10-05-1.17.2(C).

42. RI PBS further requests that the Division make any adjustment to PEG access and interconnect fees effective on July 1 of each year, to coincide with the beginning of RI PBS's fiscal year.

43. For FY 2023, beginning July 1, 2022, RI PBS requests that the Division increase the PEG access and interconnect fees to \$0.55 per month for each subscriber in the preceding quarter, in accordance with 815-RICR-10-05-1.17.2(B).

44. The proposed annual increases to the PEG access and interconnect fees are necessary to allow RI PBS to fulfill its responsibilities of operating and maintaining PEG access studios, programming statewide interconnect channels, and managing interconnect playback in conjunction with the management of PEG playback. Gen. Laws §§ 39-19-6.1(a), (b).

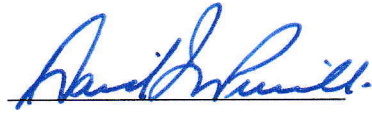
45. Furthermore, these adjustments are appropriate in light of the prudent and reasonable expenses that RI PBS undertakes to operate and maintain PEG access facilities, playback equipment, and Interconnect equipment. 815-RICR-10-05-1.17.2(C).

IV. Conclusion

For all of these reasons, the Petitioner respectfully requests that the Division issue an order:

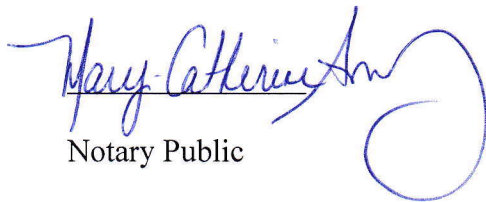
- a. Finding that the proposed increase is appropriate in light of the prudent and reasonable expenses that RI PBS undertakes to operate and maintain PEG access facilities, playback equipment, and Interconnect equipment; and
- b. Approving the proposed formula and process for future adjustments to the PEG access and interconnect fees.

Signed and verified on behalf of the Petitioner by:



David W. Piccerelli
President
Rhode Island PBS Foundation

Subscribed and sworn to before me this 6th day of June, 2022



Notary Public

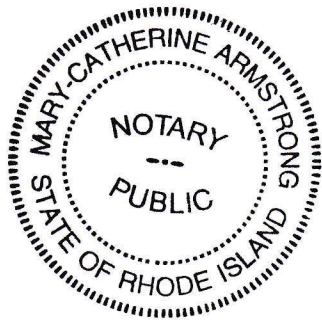


EXHIBIT A

July 1, 2013

Mr. Thomas F. Ahern
Administrator
Rhode Island Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, RI 02888

RE: Public, Education, and Government Access Television – Designation Pursuant to R.I. Gen. Laws § 39-19-6.1

Dear Tom:

Reference is made to Article 7 of the State of Rhode Island Budget for Fiscal Year 2014 and, in particular, Section 6 thereof amending R.I. Gen. Laws Section 39-19-6.1 entitled "Community Antenna Television Systems".

This letter agreement ("**Letter Agreement**") sets forth the understandings and agreements between the Rhode Island Division of Public Utilities and Carriers (the "**Division**") and the Rhode Island PBS Foundation, a Rhode Island non-profit corporation (the "**Foundation**") regarding the operation of public, education and government ("**PEG**") access television in Rhode Island pursuant to the authority conferred by RI Gen. Laws Section 39-19-6.1, as amended. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgement of Division Authority. The Foundation hereby acknowledges that the Division is empowered to manage and operate PEG access television in Rhode Island pursuant to RI Gen. Laws Section 39-19-6.1 and in accordance with applicable law.
2. Designation; Annual Review; Non-Renewal; Required Notices.
 - a. The Division hereby designates the Foundation to manage the day-to-day operations of any PEG access studios not being actively managed and operated by an existing cable television certificate holder. These day-to-day operations shall include the responsibility of programming statewide interconnect channels, and managing interconnect playback in conjunction with the management of PEG playback.
 - b. The Division and the Foundation agree that this Letter Agreement is subject to annual renewal. This Letter Agreement, however, shall automatically renew for additional periods of one year unless one party hereto notifies the other party hereto in writing that it elects not to renew, such non-renewal notice to be

provided at least 120 days prior to the annual anniversary date of this Letter Agreement.

3. Acknowledgement of Foundation Agreements. The Foundation hereby represents that it is party by assignment to (a) that certain Cable Television Public, Education and Government Access Programming Administration Agreement with Verizon New England Inc. dated as of May 17, 2007 and (b) that certain Letter Agreement with CoxCom, Inc., d/b/a/ Cox Communications of New England dated as of January 24, 2007. The Division hereby confirms that nothing in this Letter Agreement amends or alters the rights or obligations of the Foundation or the other parties thereto as set forth in the forgoing Verizon and Cox agreements.

4. Effective Date. The effective date of this Letter Agreement is as of July 1, 2013, which is the effective date of Article 7 of the State of Rhode Island Budget for Fiscal Year 2014 amending R.I. Gen. Laws Section 39-19-6.1.

Please indicate your acceptance and agreement with the terms of this Letter Agreement by signing below and please return an executed copy to Mr. David Piccerelli, President and CEO of the Foundation.

THE RHODE ISLAND PBS FOUNDATION

By: David Piccerelli

Name: DAVID W. PICCERELLI

Title: PRESIDENT

ACCEPTED, AGREED AND DULY AUTHORIZED:

RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS

By: Thomas F. Ahern

Name: THOMAS F. AHERN

Title: ADMINISTRATOR

EXHIBIT B

Rhode Island PBS Foundation
Public, Educational & Government Access
For the Twelve Months Ending June 30, 2019

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
<u>Revenue</u>		
PEG Access Fees	\$1,668,243.26	\$1,752,461.74
Total Revenue	1,668,243.26	1,752,461.74
<u>Expense</u>		
Building Maintenance	11,626.68	10,729.79
Building Utilities	63,323.69	60,936.45
Computer Expense	1,131.24	0.00
Depreciation Expense	72,304.85	68,469.90
Engineering Expense	511.60	515.51
Equipment Purchase	2,141.96	0.00
Food	0.00	252.99
Freight & Delivery	0.00	0.00
In State Travel	18,454.37	12,807.86
Insurance - Employee Health	166,299.51	186,645.18
Insurance - General	23,763.71	23,332.81
Insurance - Workers' Compensation	7,756.97	7,677.65
Legal & Accounting	238.00	0.00
Maintenance/Support Contracts	2,159.95	3,068.00
Miscellaneous Expense	2,204.80	2,191.34
Office Supplies	1,146.42	1,307.96
Outside Services	17,909.47	27,480.77
Postage	179.62	217.08
Park Lane Supplies	1,104.72	860.79
Printing	968.00	1,004.00
Rent Expense	251,611.29	255,069.09
Repairs & Maintenance	5,608.94	6,448.62
Retirement Match	46,222.99	48,403.94
Salaries & Wages	1,030,784.24	994,514.51
Studio/Set Expense	0.00	0.00
Taxes - Payroll	97,674.34	94,180.52
Taxes - Property	12,584.64	11,446.56
Telephone	18,285.95	18,416.60
Temporary Help	0.00	0.00
Total Expense	1,855,997.95	1,835,977.92
Net Revenue/(Expense)	(\$187,754.69)	(\$83,516.18)

Cumulative Net Revenue	(\$145,583.33)	\$42,171.36
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Rhode Island PBS Foundation
Public, Educational & Government Access
For the Twelve Months Ending June 30, 2020

	<u>June 30, 2020</u>	<u>June 30, 2019</u>
<u>Revenue</u>		
PEG Access Fees	\$1,545,133.79	\$1,668,243.26
Total Revenue	1,545,133.79	1,668,243.26
<u>Expense</u>		
Building Maintenance	12,078.94	11,626.68
Building Utilities	47,888.95	63,323.69
Computer Expense	0.00	1,131.24
Depreciation Expense	67,752.93	72,304.85
Engineering Expense	3,380.28	511.60
Equipment Purchase	1,137.73	2,141.96
Equipment Rental	199.92	0.00
Food	199.51	0.00
Freight & Delivery	0.00	0.00
In State Travel	20,846.08	18,454.37
Insurance - Employee Health	154,605.97	166,299.51
Insurance - General	28,403.77	23,763.71
Insurance - Workers' Compensation	1,034.96	7,756.97
Legal & Accounting	0.00	238.00
Maintenance/Support Contracts	1,732.61	2,159.95
Miscellaneous Expense	693.09	2,204.80
Office Supplies	852.69	1,146.42
Outside Services	30,606.30	17,909.47
Postage	195.17	179.62
Park Lane Supplies	841.53	1,104.72
Printing	394.00	968.00
Rent Expense	269,164.53	251,611.29
Repairs & Maintenance	5,231.65	5,608.94
Retirement Match	30,320.40	46,222.99
Salaries & Wages	1,001,657.26	1,030,784.24
Studio/Set Expense	0.00	0.00
Taxes - Payroll	84,870.62	97,674.34
Taxes - Property	13,716.80	12,584.64
Telephone	16,625.44	18,285.95
Temporary Help	0.00	0.00
Total Expense	1,794,431.11	1,855,997.95
Net Revenue/(Expense)	(\$249,297.32)	(\$187,754.69)
<hr/>		
Cumulative Net Revenue	(\$437,052.01)	(\$187,754.69)

Rhode Island PBS Foundation
Public, Educational & Government Access
For the Twelve Months Ending June 30, 2021

	<u>June 30, 2021</u>	<u>June 30, 2020</u>
<u>Revenue</u>		
PEG Access Fees	\$ 1,439,659.07	\$1,545,133.79
Total Revenue	1,439,659.07	1,545,133.79
<u>Expense</u>		
Building Maintenance	8,597.18	12,078.94
Building Utilities	61,188.43	47,888.95
Computer Expense	259.95	0.00
Depreciation Expense	21,271.33	67,752.93
Engineering Expense	1,302.28	3,380.28
Equipment Purchase	0.00	1,137.73
Equipment Rental	0.00	199.92
Food	44.71	199.51
Freight & Delivery	0.00	0.00
In State Travel	8,493.14	20,846.08
Insurance - Employee Health	113,721.32	154,605.97
Insurance - General	29,995.04	28,403.77
Insurance - Workers' Compensation	4,492.80	1,034.96
Legal & Accounting	0.00	0.00
Maintenance/Support Contracts	2,013.18	1,732.61
Miscellaneous Expense	374.14	693.09
Office Supplies	231.06	852.69
Outside Services	12,408.05	30,606.30
Postage	113.42	195.17
Building Supplies	1,288.58	841.53
Printing	0.00	394.00
Rent Expense	254,204.93	269,164.53
Repairs & Maintenance	1,431.66	5,231.65
Retirement Match	20,255.40	30,320.40
Salaries & Wages	830,921.15	1,001,657.26
Studio/Set Expense	0.00	0.00
Taxes - Payroll	70,035.27	84,870.62
Taxes - Property	20,688.47	13,716.80
Telephone	17,396.41	16,625.44
Temporary Help	0.00	0.00
Total Expense	1,480,727.90	1,794,431.11
Net Revenue/(Expense)	(\$41,068.83)	(\$249,297.32)
Cumulative Net Revenue	(\$290,366.15)	(\$249,297.32)

EXHIBIT C

January 24, 2007

Execution Copy

Mr. Bob Fish
President and Chief Executive Officer
Rhode Island Public Telecommunications Authority
50 Park Lane
Providence, Rhode Island 02907

Dear Bob:

This letter agreement (this "**Letter Agreement**") sets forth the understanding between CoxCom, Inc., d/b/a Cox Communications New England ("**Cox**") and The Rhode Island Public Telecommunications Authority ("**RIPTA**") or its Designee regarding the transfer of Cox operated public, education and government access operation and management in the State of Rhode Island ("**PEG Access**"), and the operation and management of the Rhode Island Statewide Interconnect ("**Interconnect**") from Cox to RIPTA or its Designee.

This Letter Agreement is being entered into by Cox and RIPTA, or its Designee following good faith negotiations, pursuant to the authority conferred by R.I. Gen. Laws Section 16-61-6.2, enacted on July 14, 2006, and the Rules Governing Community Antenna Television Systems, as revised by the Division of Public Utilities and Carriers (the "**Division**") on December 11, 2006 and effective January 1, 2007 (the "**Rules**"). The parties agree to continue good-faith efforts to resolve those issues that are not resolved by the Transition Date, or that are not encompassed within the scope of this Letter Agreement.

1. Effective Date. This Letter Agreement shall become effective upon the date of execution of this Letter Agreement by the parties.

2. Transfer of PEG Access and Interconnect Operations.

(a) Cox shall transfer and RIPTA or its Designee shall accept the transfer of all Cox PEG Access and Interconnect personnel, facilities, equipment and operations to RIPTA or its Designee effective February 1, 2007 ("**Transition Date**"). A schedule of all such facilities and equipment to be purchased by RIPTA or its Designee and donated by Cox is attached as Exhibit 1 and incorporated herein by reference. A schedule of all such personnel, including personnel service dates and compensation, is attached as Exhibit 2 and incorporated herein by reference, subject to the confidentiality requirements applicable to personnel compensation under Sections 2(b)(iii)(B) and 7.

(b) In order to implement the above transfers effective as of the Transition Date, the parties agree as follows:

(i) Prepayments by Cox. Cox shall prepay to RIPTA or its Designee the PEG Access Management Fee (as defined below) on a quarterly basis commencing with the first quarter beginning on the Transition Date. Prepayments shall be made for the first quarter following the Transition Date on or before February 1, 2007, and for each subsequent quarter no later than forty-five (45) days after the end of the preceding quarter.

(ii). Funding and Calculation of Prepayments and subsequent Quarterly Payments.

(A) Pursuant to Section 18.2(b) of the Rules, Cox agrees to charge its cable subscribers a fee of \$0.50 per Cox subscriber located in Rhode Island per month, or such other amount as Cox may from time-to-time be required by the Division to collect from Cox's Rhode Island subscribers specifically for PEG and remit to RIPTA or its Designee an amount collected based upon such charges, less the prorated portion of the annual Division operating assessment (the "**PEG Access Management Fee**"). Such amounts shall be remitted by Cox to RIPTA or its Designee on a quarterly basis, no later than forty-five (45) days following the close of the preceding quarter.

(B) The amount and timing of PEG Access payments to be made by Cox to RIPTA or its Designee shall be subject to review and change by the Division of Public Utilities and Carriers in accordance with the Division's cable regulations. Cox's obligations to make payments to RIPTA or its Designee under this Letter Agreement shall cease if Cox's obligation to charge cable subscribers a fee for PEG ceases, or if RIPTA or its Designee ceases to operate and manage PEG Access and the Interconnect.

(iii). Personnel.

(A) Pursuant to R.I. Gen. Laws Section 16-61-6.2(d), Cox's PEG Access and Interconnect playback employees shall become employees of RIPTA or its Designee, and will no longer be employees of Cox, as of the Transition Date. A list of the PEG Access and Interconnect employees is included as Exhibit 2 (the "**Employees**").

(B) Individual employee compensation is confidential information and shall not be disclosed by either party to any third party (other than the individual employee) unless such disclosure is required by a court of competent jurisdiction or applicable law.

(C) Should PEG Access or Interconnect playback employees end their employment at Cox prior to the Transition Date, Cox will undertake its best efforts to fill those positions prior to the Transition Date, unless RIPTA or its Designee requests otherwise.

(D) Simultaneously with the execution of this Letter Agreement, pursuant to Section 18.1(b)(3) of the Rules, each of Cox and RIPTA shall execute and deliver a notarized Affidavit that each of the Employees shall become employees of RIPTA on the Transition Date, in the form attached hereto as Exhibit 3.

(iv) Equipment. Cox will transfer all PEG access and Interconnect playback equipment owned by Cox, as set forth on Exhibit 1 ("**Equipment**") to RIPTA or its Designee as follows:

(A) Equipment in service for more than five (5) years prior to the Transition Date shall be donated by Cox to RIPTA or its Designee. Such Equipment shall be provided in "as is" condition.

(B) For Equipment in service for five (5) years or less as of the Transition Date, RIPTA or its Designee, pursuant to R.I. Gen. Laws Section 16-61-6.2(c), shall purchase the Equipment at its net book value as of the Transition Date, minus \$70,000 that Cox agrees to donate as a one-time equipment donation. The parties acknowledge that the net book value of such equipment as of the February 1, 2007 Transition Date is \$350,000 and that the purchase price of the equipment (net book value less \$70,000) is \$280,000.

(C) RIPTA or its Designee shall pay for the \$280,000 purchase price of purchased equipment over the 24-month period immediately following the Transition Date by reducing Cox's quarterly PEG Access management fees owed to RIPTA or its Designee under paragraph 2(b) above by one-eighth of the total purchase price (i.e. \$35,000) for each of the first eight quarterly PEG fee payments as described in paragraph 2(b) above.

(v) Studio Facilities.

(A) Pursuant to R.I. Gen. Laws Section 16-61-6.2(d), in those facilities where Cox leases space for its PEG Access studios, Cox will transfer the leases for those studios to RIPTA or its Designee, and RIPTA or its Designee agrees to assume those leases. A list of studio leases and copies of those leases is attached as Exhibit 4 to this Letter Agreement.

(B) Pursuant to R.I. Gen. Laws Section 16-61-6.2(d), in those Cox-owned or occupied facilities that also house PEG Access studios, the parties agree that Cox will lease (or sublease) the studio space to RIPTA or its Designee on a fair market value basis, based on the square footage of the studio and associated edit suites, etc. The parties agree that fair market value for the studios ranges from \$10.00 to \$13.67 per square foot per month, depending on the studio, or \$15.00 to \$17.00 per square foot per month when grossed up to include common area maintenance, insurance and cleaning expenses. Both parties agree to work diligently to negotiate in good faith the execution of leases for those studios in Cox-owned or occupied buildings. A list of

studios in Cox-owned or occupied buildings, and the square footage associated with each, is attached as Exhibit 5.

(C) Simultaneously with the execution of this Letter Agreement, pursuant to Section 18.1(b)(3) of the Rules, each of Cox and RIPTA shall execute and deliver a notarized Affidavit, in the form attached hereto Exhibit 6, that each of leases entered into by RIPTA (1) pursuant to Section 2(b)(v)(A) above is being assumed by RIPTA at fair market value and (2) pursuant to Section 2(b)(v)(B) above is being entered into between RIPTA and Cox at fair market value.

(vi) Telecommunications. In order to facilitate the seamless transition of PEG Access and Interconnect management to RIPTA or its Designee by the Transition Date, Cox and RIPTA or its Designee agree to negotiate in good faith a one-year contract for the provision of telephone and data services to the public access studios.

3. [Intentionally omitted.]

4. Force Majeure. Except with respect to delays or failures caused by the negligent or intentional act or omission of a party, neither party shall be liable to the other party for breach of this Letter Agreement if such party is delayed in or unable to fulfill its obligations hereunder, in whole or in part, by causes beyond the reasonable control of such party, including, but not limited to, acts of God, power outages, accidents, fires, strikes, boycotts, lock outs or other labor disputes, war, riot or civil commotion, or governmental regulations or orders, provided that the party affected by such cause or event will immediately begin or resume performance as soon as practicable after the cause or event has abated. If the cause or event beyond a party's reasonable control that delays or prevents that party from performing any of its obligations under this Letter Agreement continues for thirty (30) days or more, then the other party may terminate this Letter Agreement, in whole or in part, immediately upon written notice to the non-performing party.

5. Representations, Warranties and Indemnification.

(a) Cox represents and warranties to RIPTA or its Designee as follows: (i) Cox has full power, authority and right to enter into this Letter Agreement and perform its obligations hereunder; and (ii) the Equipment in service for five (5) years or less as of the Transition Date is now and will be as of the Transaction Date in good working condition.

(b) RIPTA represents and warranties to Cox that RIPTA has full power, authority and right to enter into this Letter Agreement and perform its obligations hereunder.

(c) Cox agrees to indemnify, hold harmless, and defend RIPTA or its Designee, its affiliated corporations, and all of their respective officers, directors, shareholders, agents and assigns, from and against any and all third party claims, liabilities, costs (including reasonable attorneys' fees and court costs), demands and expenses ("Claims") to the extent such Claims arise out of, are connected with, or are related to: (i) a breach of any

of the representations, warranties or other terms of this Letter Agreement by Cox; (ii) PEG Access prior to the Transition Date; (iii) the Interconnect prior the Transition Date; and (iv) the Employees prior to the Transition Date, including without limitation any of their accrued sick days, vacation days, holidays and any other claims of any kind or nature arising prior to the Transaction Date, provided that the Claims described in (i), (ii) and (iii) of this Section are not otherwise caused by the wrongful or negligent acts of RIPTA or its Designee or its affiliates.

(d) RIPTA or its Designee agrees to indemnify and hold harmless Cox, its parent and related companies, and all of their respective officers, directors, shareholders, agents and assigns, from and against any and all third party claims, liabilities, costs (including reasonable attorneys' fees and court costs), demands, and expenses ("Claims") to the extent such Claims arise out of, are connected with, or are related to: (i) a breach of any of the representations, warranties or other terms of this Letter Agreement by RIPTA or its Designee or its affiliates; (ii) PEG Access after the Transition Date; and (iii) the Interconnect after the Transition Date; provided that the Claims described in (i), (ii) and (iii) of this Section are not otherwise caused by the wrongful or negligent acts of Cox.

(e) The party entitled to indemnification hereunder will promptly notify the other party in writing of any indemnified claim and will have the right to participate in the resolution of the claim at its own expense. The settlement of any such claim or action without the prior written consent of the indemnifying party will release the indemnifying party from any obligation with respect to the settled claim or action.

6. Notices.

Any notice required to be given hereunder shall be in writing and shall be deemed given or delivered (i) on the next business day when transmitted by a reliable overnight courier such as Federal Express or (ii) upon receipt of telephone confirmation of a facsimile sent during normal business hours, or (iii) if mailed, three (3) days after being deposited in the United States mail by first class registered or certified mail with return receipt requested with all postage and fees paid, to the appropriate party at its address or facsimile number set forth below.

If to RIPTA or its Designee:

Mr. Bob Fish
President and CEO
Rhode Island Public Telecommunications Authority
50 Park Lane
Providence, Rhode Island 02907
Fax: (401) 222-3407

With an additional copy to

Hinckley, Allen & Snyder LLP
50 Kennedy Plaza, Suite 1500
Providence, RI 02903
Fax: (401) 272-9600
Attn: Tobias Lederberg, Esq.

If to Cox:

Mr. John Wolfe
Vice President, Government and Public Affairs
Cox Communications New England
9 J. P. Murphy Highway
West Warwick, Rhode Island 02893
Fax: (401) 615-1581

With an additional copy to:

Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319
Attn: General Counsel
Fax: (404) 843-5845

7. Confidentiality.

The terms of this Letter Agreement, including all exhibits hereto, are confidential and shall not be disclosed except with the prior written consent of the other party; provided, however, that the terms of this Letter Agreement may be disclosed if required by law, regulation, governmental agencies or courts of competent jurisdiction (provided that the disclosing party shall give prompt notice to the nondisclosing party so that it may contest such disclosure, and provided that such disclosed information shall be redacted to the greatest extent possible). The parties may, however, disclose the terms of this Letter Agreement to their respective key personnel with a need-to-know, provided that such individuals agree to keep the terms of this Letter Agreement confidential in accordance with this provision.

8. Miscellaneous

(a) Entire Agreement. This Letter Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and representations between the parties with regard to the subject matter hereof.

(b) Amendments. Any amendment, modification, or alteration of this Letter Agreement must be in writing and signed by the duly authorized representatives of the parties.

(c) Assignment. The rights and obligations of either party under this Letter Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Letter Agreement to an entity that controls, is controlled by, or is under common control with such party or to any entity that acquires or succeeds to all or substantially all of the assets or equity interests of a party by merger, consolidation, or similar transaction or otherwise by operation of law and RIPTA may assign this Letter Agreement to the Rhode Island PBS Foundation.

(d) Advertising and Promotional Materials. When written approval is required herein for content of advertising or promotional materials, such approval may be requested by and given by facsimile or e-mail from the duly authorized representative of the party giving approval.

(e) No Third Party Beneficiaries. The provisions of this Letter Agreement are for the exclusive benefit of the parties and no third party shall be a beneficiary of, or have any rights by virtue of, this Letter Agreement.

(f) Severability. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity of any other provision of this Letter Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Letter Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

(g) Applicable Law. The obligations of RIPTA and its Designee and Cox are subject to all applicable federal, state, and local laws, rules, and regulations (including, but not limited to, the Communications Act of 1934, as the same may be amended from time to time, and the rules and regulations of the Federal Communications Commission promulgated there under), and this Letter Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Rhode Island, without giving effect to the choice of law provisions thereof.

(h) Construction of Letter Agreement. This Letter Agreement shall be construed as if both parties drafted each of the provisions herein, there being no presumption that one party or the other was the drafter of any specific provision.

(i) Captions. The captions and headings contained in this Letter Agreement are intended only for ease of reference and shall not affect the interpretation of any section, subsection, or provision herein.

(j) No Waiver. The failure by RIPTA or its Designee or Cox to seek redress for violation or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Letter Agreement shall not constitute the waiver of any of the terms of such covenant, agreement, provision, or condition at subsequent times or of the terms of any other covenant, agreement, provision, or condition and RIPTA or its Designee and Cox shall have all available remedies with respect to any subsequent act that would have originally constituted the violation hereunder. No term or condition of this Letter Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party against whom such waiver or excuse is claimed.

(k) Survival of Provisions. The provisions of this Letter Agreement that by their nature should survive, shall survive any expiration, termination or cancellation of this Letter Agreement.

(l) Counterparts. This Letter Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Letter Agreement. The parties may sign facsimile copies of this Letter Agreement that shall each be deemed originals.

(m) No Partnership or Joint Venture. Neither this Letter Agreement nor the cooperation of the parties contemplated herein shall be deemed or construed to create any partnership, joint venture, or agency relationship between the parties. Neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party.

(n) Enforcement. This Letter Agreement shall be binding on and enforceable against the parties, their successors and assigns.

[Signature page appears next]

This Letter Agreement shall be binding on and enforceable against the parties. Please indicate your acceptance and approval of the terms of this Letter Agreement by signing on the space indicated below, and please return an executed copy to John Wolfe.

**COXCOM, INC. D/B/A COX
COMMUNICATIONS
NEW ENGLAND**

By: *John Wolfe*
Title: *Vice President*
Date: *1/29/07*

**RHODE ISLAND PUBLIC
TELECOMMUNICATIONS
AUTHORITY**

By: *[Signature]*
Title: *Pres.*
Date: *1/29/07*

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into this 29th day of January, 2007 (the "Effective Date"), by and between CoxCom, Inc. d/b/a Cox Communications New England ("Cox") and The Rhode Island Public Telecommunications Authority ("RIPTA") and the Rhode Island PBS Foundation ("the Foundation").

WHEREAS, on or about January 29, 2007, Cox and RIPTA entered into a letter agreement regarding the transfer of certain Cox operated public, education and government access operation and management in the State of Rhode Island ("PEG Access"), and the operation and management of the Rhode Island Statewide Interconnect ("Interconnect") from Cox to RIPTA or its Designee (the "Letter Agreement").

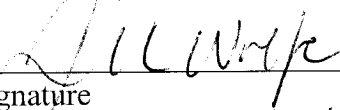
WHEREAS, RIPTA desires to assign its obligations, rights and responsibilities in the Letter Agreement to the Foundation;

NOW THEREFORE, in consideration of the mutual promises and covenants exchanged in this Agreement, the parties hereby agree as follows:

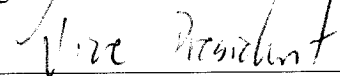
1. RIPTA hereby assigns all of its obligations, rights and responsibilities in the Letter Agreement to the Foundation.
2. The Foundation hereby assumes all of RIPTA's obligations, rights and responsibilities in the Letter Agreement.
3. Cox hereby consents to RIPTA's assignment of the Letter Agreement to the Foundation as described in this Agreement.
4. The parties agree to hereby amend the Letter Agreement by deleting all references to "RIPTA or its Designee" and replacing them with "the Foundation".
5. All other terms and conditions in the Letter Agreement shall remain in full force and effect.

Agreed to by:

COXCOM, INC., D/B/A COX COMMUNICATIONS NEW ENGLAND



Signature



Title

THE RHODE ISLAND PUBLIC TELECOMMUNICATIONS AUTHORITY

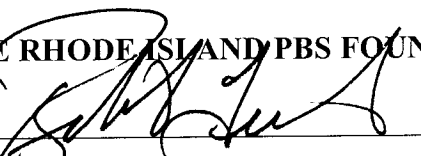


Signature

Pres.

Title

THE RHODE ISLAND PBS FOUNDATION



Signature

Pres.

Title

CABLE TELEVISION PUBLIC, EDUCATION AND GOVERNMENT ACCESS PROGRAMMING ADMINISTRATION AGREEMENT

This Administration Agreement (the "**Agreement**") is made as of this May 17th, 2007, by and between Verizon New England Inc., a Massachusetts corporation ("**VZ**") and the Rhode Island Public Telecommunications Authority ("**RIPTA**") or its designee.

WHEREAS, the Cable Division of the Rhode Island Department of Public Utilities and Carriers ("**RIDPUC**") has granted VZ a Certificate of Authority to Operate ("**CAO**") in Service Area Six ("**SA6**"), and pursuant to Section 14.1 of the RI DPUC's Rules Governing Community Antenna Television Services ("**Cable Rules**"), VZ must provide carriage of certain public access channels, and

WHEREAS, VZ has entered into a Settlement Agreement with the RIDPUC in Docket No. 2006-C-4 ("**Settlement Agreement**") wherein VZ agreed to provide the RIDPUC with funds to be used to support public, education and government access, operation and management in the State of Rhode Island ("**PEG Access**") and the operation and management of the Rhode Island Statewide Interconnect ("**Interconnect**"), including possible support for RIPTA.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Management and operation of PEG Access and Interconnect by RIPTA.
RIPTA's obligations under this Agreement are pursuant to R.I. General Laws §16-61-6.2 (enacted July 14, 2006) and the Rules Governing Community Antenna Television Systems as revised by the Division of Public Utilities and Carriers (the "**Division**") on December 11, 2006, effective January 1, 2007 (the "**Rules**"). RIPTA shall comply with all statutes and regulations relevant to the management and operation of PEG Access and public access studios in Rhode Island. In addition, RIPTA shall comply with the following provision consistent with all applicable statutes and regulations:

(a) RIPTA shall be responsible for signal delivery of Access and Interconnect meeting or exceeding all FCC signal level and quality specifications (in standard 6 MHz, unscrambled NTSC format, unless otherwise consented to by VZ, which consent shall not be unreasonably withheld, delayed or conditioned) to either a designated demarcation point at RIPTA's main studio located at 50 Park Lane, Providence RI, 02907 (the "**Main Studio**") which is the point at which RIPTA's equipment interconnects with CoxCom, Inc's d/b/a Cox Communications New England ("**Cox**") (the incumbent cable service provider) wiring and electronics or to VZ's wiring and electronics (See attached Exhibits for demarcation points for individual service areas). To the extent VZ does not obtain an interconnection agreement with Cox and chooses instead to connect directly with RIPTA, RIPTA will provide demodulated television and sound signals, either in monaural or stereo

(at such levels as is common practice in the cable and television industry). To the extent VZ directly connects with RIPTA, VZ shall be responsible for providing all further equipment (including modulators, carrier generation equipment, etc.) as may be necessary to cablecast the signals. RIPTA, to the extent allowed by the landlord under the lease for the Main Studio, shall grant VZ any rights reasonably necessary to place, access, service, repair and maintain any necessary equipment at the RIPTA Main Studio for amplification, optical conversion, receiving, transmitting, switching and headend processing of signals, and shall provide VZ, at no charge, with such equipment space, electrical power supply and other facilities and cooperation reasonably necessary for upstream transmission. RIPTA shall be responsible for the cost of repairing any damage to VZ's equipment, caused by RIPTA or its agents or invitees, including public access users, which occurs at RIPTA's Main Studio. If RIPTA's Main Studio is relocated for any reason, RIPTA shall reimburse VZ for any reasonable and necessary out-of-pocket cost incurred by VZ in installing fiber to such new site.

2. Provision of support by VZ. VZ's obligations under this Agreement shall include all of its relevant obligations under the Cable Rules, the laws of the state of Rhode Island, and applicable federal statutes and regulations. In addition, the following provisions shall apply, consistent with all applicable statutes, rules, and regulations:

(a) VZ shall activate and provide channel capacity for PEG Access and Interconnect in accordance with Section 14.1 of the Cable Rules for residents suitable for the down-stream transmission of television cablecasting and programming.

(b) Consistent with Section 18.2(b) of the Cable Rules, Verizon agrees to provide to RIPTA a PEG Access and Interconnect fee equal to fifty cents (.50¢) per month (or such other amount as may be set by the Division) for each VZ subscriber in the preceding calendar quarter. Payment of the PEG Access and Interconnect fee shall be paid by VZ to RIPTA no later than fifteen (15) days after the close of each calendar quarter. Consistent with Federal law, VZ may pass through such expense to its subscribers. VZ's obligations to make payments to RIPTA under this Agreement, consistent with the Cable Rules, shall cease if VZ's obligation to charge cable subscribers a fee for PEG Access and Interconnect ceases, or if RIPTA or its designee ceases to operate and manage PEG Access and Interconnect Interconnect.

(c) VZ shall either (i) enter into an interconnection agreement with Cox for the carriage of RIPTA's public access channels or (ii) designate a demarcation point in RIPTA's Main Studio for the upstream transmission of RIPTA feeds to VZ's video hub office for distribution to subscribers.

(d) VZ shall be under no obligation to provide any services to RIPTA related to operation of any equipment or property provided to RIPTA by VZ. VZ shall not be responsible for providing training services to RIPTA or its employees, and RIPTA

shall be solely responsible for training its employees and others in utilizing any equipment or property provided to RIPTA by VZ or others for PEG Access, and RIPTA shall be solely responsible for repair and replacement of all such equipment.

(e) VZ shall have the right to relocate and reassign any channel numbers or position of any PEG Access channels carrying RIPTA programming, provided that (unless otherwise agreed to by RIPTA), such channel remains a part of the basic service tier. VZ may use in its discretion and for its own purposes any channel capacity for PEG Access channels not being used by RIPTA for the purposes designated in this Agreement.

(f) If capacity on the System dedicated for PEG Access channel use is subdivided or compressed resulting in multiple transmission paths, VZ may permanently retain and use as it deems appropriate one hundred percent (100%) of such additional capacity and transmission paths

3. Indemnification.

- (a) RIPTA agrees to indemnify, defend and hold harmless VZ and its officers, directors, parents, affiliates, employees and agents, from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees) (i) which arise from or in connection with any claim that the content of the PEG Access programming infringes any criminal or civil law, copyright, trademark, trade name or trade secret, or is obscene, defamatory or violates any rights of publicity or privacy, (ii) which arise from or in connection with claims for negligence, including claims by third parties, which arise from or in connection with claims for RIPTA's failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities, or (iii) for any other injury or damage in law or equity which claims result from the use of a PEG Access facility or channel.; provided that the Claims described in (i), (ii) and (iii) of this Section 3(a) are not otherwise caused by the wrongful or negligent acts of VZ.
- (b) VZ agrees to indemnify, defend and hold harmless RIPTA, its officers, directors, parents, affiliates, employees and agents, from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees) ("**Claims**") (i) which arise from or in connection to any Claim that the content of the commercial cable television programming on the system operated by VZ infringes any criminal or civil law, copyright, trademark, tradename or trade secret, or is obscene, defamatory or violates any rights of publicity or privacy; (ii) which arise from or in connection with Claims for negligence, including Claims by third parties, which arise from or in connection with Claims for VZ's failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities, or (iii) for any other injury or damage in law or equity which Claims result from the use of a VZ facility, including any VZ

equipment wherever located, or commercial cable channel; provided that the Claims described in (i), (ii) and (iii) of this Section 3(b) are not otherwise caused by the wrongful or negligent acts of RIPTA.

- (c) The party entitled to indemnification hereunder will promptly notify the other party in writing of any indemnified claim and will have the right to participate in the resolution of the claim at its own expense. The settlement of any such claim or action without the prior written consent of the indemnifying party will release the indemnifying party from any obligation with respect to the settled claim or action.

4. Term. This Agreement shall become effective and the provisions hereof shall become operative on May 17, 2007. This Agreement shall have a term concurrent with VZ's cable franchise authority from the RI DPUC, (unless sooner terminated pursuant to Sections 6 or 7 below, or unless the authority for provision of video service is sooner terminated by RI DPUC or by VZ), and so long as RIPTA owns and controls the access facilities and/or origination point of the access programming signals RIPTA acknowledges that if the authority of VZ to provide service is revoked or otherwise terminated, this Agreement shall have no effect and shall be terminated, without any liability to RIPTA on the part of VZ for such termination.

5. Intellectual Property. The parties recognize that VZ (including its parent and affiliate companies) own valuable VZ trademarks, service marks, trade names and logos and the associated goodwill (the "VZ Licensed Marks"). Nothing in this agreement is intended as an assignment or grant of any right, title or interest in or to the VZ Licensed Marks and this agreement does not confer any right or license to grant permission to third parties to use any Licensed Mark. RIPTA shall not use any of VZ's Licensed Marks without the expressed written approval of VZ. Graphics showing specific proposed uses must be submitted at least thirty (30) days prior to anticipated use, in order to allow adequate time for review and approval. Upon termination or expiration of this Agreement, use of any VZ Licensed Mark as provided under this Agreement shall cease and otherwise terminate.

6. Relationship of Parties. This Agreement shall not be deemed or construed to create any partnership, joint venture or agency relationship between VZ and RIPTA. Neither party is, nor shall either party hold itself out to be, vested with any power or right to bind the other party contractually or to act on behalf of the other party as its agent or otherwise.

7. Force Majeure. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations under this Agreement if such inability results from circumstances beyond the control of such party, including but not limited to, acts of God, acts of war, acts of government, failure or delay of any power or communications system or natural disaster. Notwithstanding the foregoing, if the force majeure lasts more than one hundred and twenty (120) days, either party may terminate

this Agreement effective immediately by providing to the other party written notice to such effect.

8. Notices. Any notice required hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, or by hand delivery to the party to be notified at its address below or such other address as it shall designate by notice given in like fashion. In the case of any notice to RIPTA it shall be sent to:

RIPTA
President and CEO
50 Park Lane
Providence RI 02907

And to:

Hinckley, Allen & Snyder LLP
50 Kennedy Plaza, Suite 1500
Providence, RI 02903
Attn: Tobias Lederberg, Esq.

In the case of any notice to VZ:

Verizon New England Inc.
President
185 Franklin Street
Boston MA 02110

And to:

Verizon Communications, Inc.
Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097
Attention: Senior VP and Deputy General Counsel

Either party may change such addresses by subsequent notice hereunder.

9. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither this Agreement nor any interest herein may be assigned without the prior written approval of the other party, which approval shall not be unreasonably withheld, except that VZ may assign this Agreement in its entirety to any entity to which the RI DPUC has approved transfer or assignment of the Authority for SA6 for which approval is required pursuant to the RI DPUC.

10. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Rhode Island (without regard to the conflicts of laws provisions thereof) and applicable federal statutes and regulations.

11. Headings. Headings are for the convenience of the parties and shall have no legal effect.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and representations between the parties with regard to the subject matter hereof excepting, however, the obligations of the parties under applicable state and federal laws and regulations.

13. Amendments. Any amendment, modification, or alteration of this Agreement must be in writing and signed by the duly authorized representatives of the parties.

14. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties and no third party shall be a beneficiary of, or have any rights by virtue of, this Agreement.

15. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

16. Construction of Agreement. This Agreement shall be construed as if both parties drafted each of the provisions herein, there being no presumption that one party or the other was the drafter of any specific provision.

17. Captions. The captions and headings contained in this Agreement are intended only for ease of reference and shall not affect the interpretation of any section, sub-section, or provision herein.

18. No Waiver. The failure by RIPTA or VZ to seek redress for violation or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement shall not constitute the waiver of any of the terms of such covenant, agreement, provision, or condition at subsequent times or of the terms of any other covenant, agreement, provision, or condition and RIPTA and VZ shall have all available remedies with respect to any subsequent act that would have originally constituted the violation hereunder. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party against whom such waiver or excuse is claimed.

19. Survival of Provisions. The provisions of this Agreement that by their nature should survive, shall survive any expiration, termination or cancellation of this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement that shall each be deemed originals.

21. Enforcement. This Agreement shall be binding on and enforceable against the parties, their successors and assigns.

[Signature page appears next.]

WHEREFORE, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.

VERIZON NEW ENGLAND INC.

By: Donna Cupelo

Donna C. Cupelo
Region President – Massachusetts/Rhode
Island
185 Franklin Street
Boston, MA 02110

APPROVED
EE 5-15-07
LAW DEPT.

RHODE ISLAND
TELECOMMUNICATIONS AUTHORITY

By: [Signature]
Its: pres.

EXHIBIT A
SERVICE AREA 6

RIPTA and VZ agree that as of the Date of Execution of this Agreement, there is no other studio than the “Main Studio” for which VZ shall provide interconnection for Service Area 6.

EXHIBIT B
SERVICE AREA 2

RIPTA and VZ agree that as of the Date of Execution of this Agreement, there is no other studio than the “Main Studio” for which VZ shall provide interconnection for Service Area 2.

EXHIBIT C
SERVICE AREA 3

RIPTA shall be responsible for signal delivery of Access Channels meeting or exceeding all FCC signal level and quality specifications consistent with the standards proscribed in the Rules (in standard 6 MHz, unscrambled NTSC format, unless otherwise agreed upon by VZ) to either a designated demarcation point at RIPTA's studio located at 4 Industrial Lane, Johnston RI ("**the SA3 Studio**") which is the point at which RIPTA's equipment interconnects with Cox Communications (the incumbent cable service provider) wiring and electronics or to VZ's wiring and electronics, to the extent VZ does not obtain an interconnection agreement with Cox and chooses instead to connect directly with RIPTA. RIPTA will provide demodulated television and sound signals, either in monaural or stereo (at such levels as is common practice in the cable and television industry). To the extent VZ directly connects with RIPTA, VZ shall be responsible for providing all further equipment (including modulators, carrier generation equipment, etc.) as may be necessary to cablecast the signals. RIPTA shall grant VZ any necessary rights to place, access, service, repair and maintain any necessary equipment at the RIPTA SA3 Studio for amplification, optical conversion, receiving, transmitting, switching and headend processing of signals, and shall provide VZ, at no charge, with such equipment space, electrical power supply and other facilities and cooperation necessary for upstream transmission. RIPTA shall be responsible for the cost of repairing any damage to VZ's equipment (whether caused by RIPTA, its agents or invitees, including public access users), which occurs at RIPTA's SA3 Studio. If RIPTA's SA3 Studio is relocated for any reason, RIPTA shall reimburse VZ for any cost incurred by VZ in installing fiber to such new site. Carriage of home video programming shall be permitted.

EXHIBIT D
SERVICE AREA 8

RIPTA shall be responsible for signal delivery of Access Channels meeting or exceeding all FCC signal level and quality specifications consistent with the standards proscribed in the Rules (in standard 6 MHz, unscrambled NTSC format, unless otherwise agreed upon by VZ) to either a designated demarcation point at RIPTA's studios located at 7 Canal Street, Westerly RI, 02907 "**the SA8 Studio**", which is the point at which RIPTA's equipment interconnects with Cox Communications (the incumbent cable service provider) wiring and electronics or to VZ's wiring and electronics, to the extent VZ does not obtain an interconnection agreement with Cox and chooses instead to connect directly with RIPTA. RIPTA will provide demodulated television and sound signals, either in monaural or stereo (at such levels as is common practice in the cable and television industry). To the extent VZ directly connects with RIPTA, VZ shall be responsible for providing all further equipment (including modulators, carrier generation equipment, etc.) as may be necessary to cablecast the signals. RIPTA shall grant VZ any necessary rights to place, access, service, repair and maintain any necessary equipment at the RIPTA SA8 Studio for amplification, optical conversion, receiving, transmitting, switching and headend processing of signals, and shall provide VZ, at no charge, with such equipment space, electrical power supply and other facilities and cooperation necessary for upstream transmission. RIPTA shall be responsible for the cost of repairing any damage to VZ's equipment (whether caused by RIPTA, its agents or invitees, including public access users), which occurs at RIPTA's SA8 Studio. If RIPTA's SA8 Studio is relocated for any reason, RIPTA shall reimburse VZ for any cost incurred by VZ in installing fiber to such new site. Carriage of home video programming shall be permitted.

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into this _____ day of May, 2007 (the "Effective Date"), by and between Verizon New England Inc., a Massachusetts corporation ("VZ") and The Rhode Island Public Telecommunications Authority ("RIPTA") and the Rhode Island PBS Foundation ("the Foundation").

WHEREAS, on or about May __, 2007, VZ and RIPTA entered into a Cable Television Public, Education and Government Access Programming Administration Agreement (the "Letter Agreement").

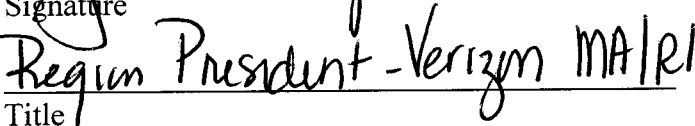
WHEREAS, RIPTA desires to assign its obligations, rights and responsibilities in the Agreement to the Foundation;

NOW THEREFORE, in consideration of the mutual promises and covenants exchanged in this Agreement, the parties hereby agree as follows:

1. RIPTA hereby assigns all of its obligations, rights and responsibilities in the Agreement to the Foundation.
2. The Foundation hereby assumes all of RIPTA's obligations, rights and responsibilities in the Agreement.
3. VZ hereby consents to RIPTA's assignment of the Agreement to the Foundation as described in this Assignment.
4. The parties agree to hereby amend the Agreement by deleting all references to "RIPTA" and replacing them with "the Foundation".
5. All other terms and conditions in the Agreement shall remain in full force and effect.

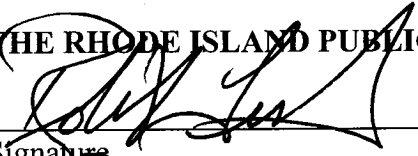
Agreed to by: **VERIZON NEW ENGLAND INC.**


Signature


Title

APPROVED *EE*
6-5-07
LAW DEPT.

THE RHODE ISLAND PUBLIC TELECOMMUNICATIONS AUTHORITY




Signature

Pres.

Title

THE RHODE ISLAND PBS FOUNDATION



Signature

Pres.

Title

EXHIBIT D

FEE ADJUSTMENT FORMULA

STEP 1: [Projected PEG Fee Revenues - Projected Expenses] = *Projected PEG Fee Revenue Shortfall or Surplus*

STEP 2:
$$\frac{\text{Projected PEG Fee Revenue Shortfall or Surplus}}{\text{Estimated No. of Subscribers as of March 31}} = \text{Projected Annual PEG Fee Adjustment per Subscriber}$$

STEP 3:
$$\frac{\text{Projected Annual PEG Fee Adjustment per Subscriber}}{12 \text{ months}} = \text{Projected Monthly PEG Fee Adjustment per Subscriber}$$

Illustration:

FY 2023

FY 2023 Projected Expenses:	\$1,390,766
FY 2023 Projected PEG Fee Revenues:	\$1,197,369
FY 2023 Est. No. Subscribers on 3/31/23:	221,795

STEP 1: $(\$1,197,369 - \$1,390,766) = (\$193,397)$ *Projected PEG Fee Revenue Shortfall*

STEP 2:
$$\frac{(\$193,397)}{221,795} = \$0.871$$
 Projected Annual PEG Fee Adjustment per Subscriber

STEP 3:
$$\frac{\$0.871}{12 \text{ months}} = \$0.072$$
 Projected Monthly PEG Fee Adjustment per Subscriber

RECONCILIATION FORMULA

STEP 1: Actual PEG Fee Revenues - Actual Expenses = Actual PEG Fee Revenue Shortfall/Surplus

STEP 2: Projected PEG Fee Revenues - Projected Expenses + Actual PEG Fee Revenue Shortfall/Surplus prior FY = *Reconciled Annual PEG Fee Revenue*

STEP 3:
$$\frac{\text{Reconciled Annual PEG Fee Revenue}}{\text{Est. \# of Subscribers as of 3/31 next FY}} = \text{Reconciled Projected Annual PEG Fee Adjustment per Subscriber}$$

STEP 4:
$$\frac{\text{Reconciled Projected Annual PEG Fee Adjustment per Subscriber}}{12 \text{ months}} = \text{Reconciled Projected Monthly PEG Fee Adjustment per Subscriber}$$

Illustration 2

(Reconciling with PEG Fee Revenue Surplus in Prior FY)

FY 2023

FY 2023 Projected Expenses:	\$1,390,766
FY 2023 Projected PEG Fee Revenues:	\$1,197,369
FY 2023 Est. No. Subscribers on 3/31/23:	221,795

Hypothetical Actual Expenses for FY 2023

FY 2023 Actual Expenses:	\$1,000,000
FY 2023 Actual PEG Fee Revenues:	\$1,197,369
FY 2023 Actual Subscribers on 3/31/23:	221,795

FY 2024

FY 2024 Projected Expenses:	\$1,390,766
FY 2024 Projected PEG Fee Revenues:	\$1,099,892
FY 2024 Est. No. Subscribers on 3/31/24:	190,953

STEP 1: \$1,197,369 - **\$1,000,000** = \$197,369 *Actual PEG Fee Revenue Surplus*

STEP 2: \$1,390,766 - \$1,099,892 + \$197,369 = (\$93,505) *Reconciled Projected Annual PEG Fee Revenue Shortfall*

STEP 3: (\$93,505) \$0.489 *Reconciled Projected Annual PEG Fee Adjustment*
----- = *per Subscriber for FY 2024*
190,953

STEP 4: \$0.489 \$0.041 *Reconciled Projected Monthly PEG Fee Adjustment*
----- = *per Subscriber for FY 2024*
12 months

Illustration 3

(Reconciling with PEG Fee Revenue Shortfall in Prior FY)

FY 2023

FY 2023 Projected Expenses:	\$1,390,766
FY 2023 Projected PEG Fee Revenues:	\$1,197,369
FY 2023 Est. No. Subscribers on 3/31/23:	221,795

Hypothetical Actual Expenses for FY 2023

FY 2023 Actual Expenses:	\$2,000,000
FY 2023 Actual PEG Fee Revenues:	\$1,197,369
FY 2023 Actual Subscribers on 3/31/23:	221,795

FY 2024

FY 2024 Projected Expenses:	\$1,390,766
FY 2024 Projected PEG Fee Revenues:	\$1,099,892
FY 2024 Est. No. Subscribers on 3/31/24:	190,953

STEP 1: \$1,197,369 - **\$2,000,000** = (\$802,631) *Actual PEG Fee Revenue Shortfall*

STEP 2: [\$1,099,892 - \$1,390,766] + (\$802,631) = (\$1,093,505) *Reconciled Projected Annual PEG Fee Revenue Shortfall*

STEP 3: $\frac{(\$1,093,505)}{190,953} = \5.73 *FY 2024 Reconciled Projected Annual PEG Fee Adjustment per Subscriber*

STEP 4: $\frac{\$5.73}{12 \text{ months}} = \0.477 *FY 2024 Reconciled Projected Monthly PEG Fee Adjustment Per Subscriber*