

AN AGREEMENT BETWEEN
The Town of Bedford, Massachusetts
and
Bedford Community Access Television, Inc.

FOR CABLE TELEVISION
PUBLIC, EDUCATIONAL AND GOVERNMENTAL
ACCESS SERVICES
IN BEDFORD, MASSACHUSETTS

October 24, 2011

INDEX

Definitions.....	3
Purpose.....	5
Designation.....	5
Duration.....	6
Obligations of the Bedford TV	7
Obligations of the Town.....	9
The Public Schools.....	10
Employment and Staffing.....	11
Rules and Regulations.....	12
Programming.....	12
Equipment and Facilities.....	13
Performance Evaluation Hearings.....	15
Reports.....	16
Indemnification and Liability.....	17
Insurance.....	18
Miscellaneous Provisions.....	19
Signature Page.....	20
Exhibit 1 Current Equipment, Supplies and Furnishings Available for Use (either transferred from Comcast or purchased by the current PEG Access Provider and/or Town).....	21
Exhibit 2 PEG Access Equipment Provided by Comcast and Not Currently in Use.....	28

DEFINITIONS

Access:

The availability for use of the Cable System by various agencies, institutions, organizations, groups and individuals in the community to acquire, create, and distribute Non-Commercial Programming not under the Cable Operator's editorial control, including, but not limited to:

- a. "Public Access" means Access in which organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary or designated Programmers or users having editorial control over their Programming;
- b. "Educational Access" means Access in which schools are the primary or designated Programmers or users having editorial control over their Programming;
- c. "Governmental Access" means Access in which governmental institutions are the primary or designated Programmers or users having editorial control over their Programming;

Agreement:

This document inclusive of any written amendments made by the parties at a later time.

Cable License:

A non-exclusive Cable Television License granted by the Issuing Authority to a Cable Operator.

Cable Operator:

An entity that is licensed by the Issuing Authority to transmit Video Programming by cable to Bedford Subscribers using the Town's rights of way.

Cable Television Committee:

The Town of Bedford's Cable Television Committee and its members who are appointed by the Selectmen of Bedford.

Cable Service:

The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Cable Television System or Cable System:

A system consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a community unless such system does not use any public rights of way.

Channel or Video Channel:

A portion of electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel. With respect to a PEG (Public, Educational and Governmental) Channel, the definition of channel shall also mean a minimum allocation of 6 MHz of bandwidth.

Educational Access Channel:

Any channel, or portion thereof, which has been allocated for the transmission of Educational Access programming or for use by the Public Schools or its designee.

Effective Date:

The date when the undersigned parties have affixed their duly authorized signatures.

FCC:

The Federal Communications Commission or any successor agency.

Governmental Access:

Any channel, or portion thereof, which has been allocated for the transmission of Governmental Access or for use by the Town of Bedford or its designee(s).

PEG:

The acronym for Public, Educational and Governmental; used in conjunction with Access channels, support and facilities.

PEG Access Channel(s):

Any Channel(s) made available for the presentation of PEG Access programming.

Public Access Channel:

Any channel, or portion thereof, which has been allocated for use by members of the community to communicate their activities, opinions and ideas without interference or censorship through the creation of cable television programming and other means.

Issuing Authority:

The Selectmen of the Town of Bedford, Massachusetts.

Licensee(s):

Comcast of Massachusetts III, Inc. or any successor or transferee in accordance with the terms and conditions of its Renewal License, and Verizon New England Inc. or any successor or transferee in accordance with the terms and conditions of its Final License, and any other Cable Operator(s) that may be properly licensed by the Issuing Authority during the term of this Agreement.

Programming or Video Programming:

Video and/or audio information or content that is transmitted over one or more Channels.

Public Schools:

The Bedford Public Schools in the Town of Bedford, Massachusetts.

School Committee:

The School Committee of the Town of Bedford.

Selectmen:

The Selectmen of Bedford.

Subscriber:

Any person, firm, corporation or other entity, located in Bedford, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

Town:

The Town of Bedford, Massachusetts, operating through its various board, committees and officers.

This **Agreement** is made as of this 24th day of October 2011 by and between the Town of Bedford (“Town” or “Issuing Authority”), a municipal corporation, and Bedford Community Access Television, Inc. (Bedford TV).

Whereas, the Town desires to provide support for the use of public, educational, and governmental (“PEG”) access channels, facilities, programming and services provided pursuant to federal law; and

Whereas, the Town has currently granted franchises to Comcast of Massachusetts Inc. (“Comcast”) and Verizon New England Inc. (“Verizon”) to operate cable television systems in the Town and may grant additional franchise licenses to other cable television providers in the future; and

Whereas, the Town has determined that it will provide support for PEG access services through the dedication of up to five percent (5%) of each and every operator’s gross annual revenue as defined in each franchise agreement; and

Whereas, Bedford TV has indicated its interest to provide PEG access programming and services to the Town.

Now, therefore, in consideration of the Issuing Authority’s designation of Bedford TV as the provider of access services to cable subscribers and other residents of the Town, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

1. PURPOSE

1.1. The purpose of this Agreement is to ensure for the provision of cable television access services to Bedford residents and/or persons affiliated with Bedford institutions, businesses or agencies (“Authorized Users”) who desire to use the Bedford cable television system for purposes of production and/or transmission of signals for noncommercial public, educational and/or governmental (PEG) purposes.

2. DESIGNATION

2.1. By a vote dated October 24, 2011 the Selectmen of Bedford, as Issuing Authority, designated Bedford TV as the Town's PEG Access Provider.

3. DURATION

3.1. Effective Date

This Agreement shall be effective on July 1, 2011, and shall terminate on June 30, 2014, or at such time as is provided in the remaining paragraphs of this section.

3.2. Early Termination

The Town, in its sole discretion, shall have the right to terminate this Agreement with Bedford TV on thirty (30) days written notice from the Town in the event that the Town, in its sole reasonable discretion, believes that there has been a negligent misuse of the funds provided for in this Agreement.

In addition, the Town shall have the right to terminate this Agreement if Bedford TV fails to cure any default under any other provision of this Agreement within thirty (30) days of the date of a written notice from the Town describing the default. The written notice shall describe the default and Bedford TV shall have the right to cure any such default within thirty (30) days of such written notice. The result of such termination shall be that Bedford TV shall no longer be the designated PEG Access Provider and that this Agreement shall terminate and become null and void with no recourse to Bedford TV.

Bedford TV may terminate this Agreement by a majority vote of its Board of Directors at a regular meeting where this item shall appear on the agenda, as shall be specified by the Bylaws of the Corporation, provided that:

a. Bedford TV shall provide the Issuing Authority with at least ninety (90) days advance written notice of its intention to terminate this Agreement. Said notice shall set forth the reasons for the proposed termination, and shall advise the Issuing Authority that it shall be provided an opportunity to be heard by the Board of Directors regarding such proposed termination before any action is taken. Said notice shall state the date, time, and place at which said hearing shall occur. In no event shall said hearing be held less than thirty (30) days following receipt of such notice to the Issuing Authority.

b. At said hearing, the Issuing Authority shall be provided an opportunity to respond to the reasons for the proposed termination and an opportunity to discuss them with the Board of

Directors. The Issuing Authority shall be entitled to reply in writing to said causes and reasons for termination, a copy of which shall be delivered to the Board of Directors no later than thirty (30) days following said hearing. The Board of Directors shall make no decision concerning termination until it has considered said response.

3.3. Termination

Upon termination of Bedford TV as the Town's PEG Access Provider whether through loss of the Town's designation as such or for any other cause, any and all funds provided to Bedford TV by the Town and/or its license cable operators, and any and all equipment and property purchased or acquired by Bedford TV using funding provided by the Town and/or its licensed cable operators, shall become the property of the Town or its designee, and all obligations incurred by the PEG Access Provider shall be the obligation of Bedford TV, unless a specific written agreement to the contrary is executed by the Selectmen.

4. OBLIGATIONS OF Bedford TV

4.1. The purpose of public access is to allow members of the community to communicate their activities, opinions and ideas without interference or censorship, in compliance with FCC standards for decency in public television, through the creation of cable television programming and other means. With respect to the Public Access Channel(s), Bedford TV shall:

- 4.1.1. be responsible for cablecasting programming that is free from censorship of program content;
- 4.1.2. enable development and promotion of programming including but not limited to cultural, literary, education and public affairs programming on the Public Access Channel(s);
- 4.1.3. make the public access facilities and channels available in a nondiscriminatory manner to encourage the exchange of ideas and opinions on a broad range of topics;
- 4.1.4. be responsible for fundraising to supplement Public Access operations; and
- 4.1.5. be responsible for consistent outreach to the various segments of the community to encourage use of the Public Access Channel(s).

4.2. Bedford TV shall provide community access services to those who live, work or attend school in Bedford on a non-discriminatory basis using Bedford TV's facilities, equipment, staff

and other resources as Bedford TV deems necessary to fulfill community access management needs.

4.3. Bedford TV shall manage and operate the PEG Access Channels, equipment and facilities on a non-discriminatory, non-commercial basis and consistent with applicable laws and regulations. In managing and operating the channels, Bedford TV shall carry out such activities as:

- a. holding workshops for the purpose of teaching television skills to individuals and community groups;
- b. managing funds provided to them for PEG access television;
- c. scheduling PEG cablecasting;
- d. managing and maintaining PEG facilities and equipment;
- e. being responsible for ensuring an acceptable level of technical quality of all programs cablecast on its system, pursuant to FCC regulations. Bedford TV is not obligated to cablecast any PEG Access program that does not meet the FCC technical standards. However, a decision not to cablecast a program due to technical problems shall in no way involve consideration of the actual content of the program itself. Bedford TV shall not be held responsible for technical problems under control of the Cable System.

4.4. Bedford TV shall promulgate regulations governing PEG access including but not limited to levels of service, use of equipment and facilities, training programs, membership, outreach activities, cablecasting procedures and operating policies and procedures.

4.5. Bedford TV shall maintain a log of programming that is cablecast on the PEG access channels, and a record of PEG access producers. Logs shall be available for public inspection and retained by Bedford TV throughout the term of this Agreement.

4.6. Bedford TV shall make the PEG access channels available for cablecasting of annual and special Town Meetings, public hearings preliminary to Town Meetings, Selectmen and School Committee meetings, and other committee meetings and community events as requested.

4.7. The directors, managers and staff of Bedford TV shall make themselves available from time to time to inform and advise the Selectmen and/or Cable Television Committee on matters concerning PEG access.

4.8. Bedford TV shall engage in outreach activities designed to inform Town residents and organizations about the availability and use of PEG access channels and to encourage their use.

4.9. Bedford TV shall require every access user to indemnify the Town and Bedford TV and hold both harmless against any claims arising out of any program or program material produced and/or cablecast, including but not limited to, claims in the nature of libel, slander, invasion of privacy, of publicity rights, noncompliance with applicable laws, license fees and the unauthorized use of copyrighted material.

4.10. Bedford TV shall provide a community calendar on the Public Access Channel(s) for the purpose of announcing programming and access services, making public service announcements, and allowing the Town, schools or other non-profit organizations to make certain announcements. The community calendar shall be updated regularly and appropriately to serve cable subscribers in the best fashion. The community calendar will be transmitted at certain times when regular programming is not scheduled.

4.11. Bedford TV will maintain accounting, budget, and business systems for the management, operation, protection, investment, and oversight of the facility and community access services that comply with generally accepted accounting practices.

4.12. Bedford TV shall consult with the Issuing Authority before making any purchases of capital equipment in accordance with Section 10.1 e).

4.13. If Bedford TV determines that any equipment or other property cannot be repaired, or for other reasons is deemed surplus, Bedford TV will seek written concurrence from the Town to dispose of said property.

4.14. Bedford TV shall maintain its status as a 501(c)(3) non-profit corporation eligible for exemption from taxes under federal and state law.

5. OBLIGATIONS OF THE TOWN (ISSUING AUTHORITY)

5.1. The Issuing Authority shall ensure that the terms and financial arrangements regarding PEG access in the Cable License(s) are executed and implemented in a timely manner.

5.1.1. Funding for Bedford TV shall be provided by the Issuing Authority through a Revolving Account established for such purpose. Each quarter, the Issuing Authority shall pay to Bedford TV PEG access funding support received to date from any franchised cable television provider(s), excluding any monies received for capital

equipment; provided that the Issuing Authority may elect to withhold an amount of up to \$1,000 per quarter for a stated purpose. In the event that any amount withheld each quarter has not been spent after four (4) quarters, the withheld funds shall be paid to Bedford TV.

5.1.2. The Town will consider requests from Bedford TV for new and/or replacement equipment or capital funding during the term of the Agreement, up to an amount negotiated by the Issuing Authority with the cable television provider(s).

5.1.3 The Town will provide Bedford TV with all PEG Access Equipment from the Town's prior PEG access provider (if applicable) and unspent PEG Access funding held by the Town, less any withholdings as specified in Section 5.1.1 above.

5.2. The Issuing Authority shall be responsible for advising Bedford TV on policies, guidelines and programming of the Governmental Access Channel(s).

5.3. *This section deleted.*

5.4. Bedford TV shall provide the Issuing Authority an annual Fiscal Report of its financial activity and accounts as specified under Section 12.3.2 herein. The Issuing Authority retains the right to further audit Bedford TV's financial activity and accounts at the Issuing Authority's expense. Bedford TV shall cooperate in any such additional audit undertaken by the Issuing Authority or its designated agent.

5.5. The Town shall not consider the content of public access programming, including the producer's choice of subject matter and the point of view expressed, in making any decisions regarding fund allocation to Bedford TV, fund appropriation for Bedford TV, or the termination of this Agreement.

5.6. Bedford TV may at any time file a written complaint with the Issuing Authority concerning operations of the cable system that have a bearing on Bedford TV's performance under this Agreement. The Issuing Authority shall investigate said complaints pursuant to the manner spelled out in the Cable License(s) and/or other rules or regulations established by the Town.

6. THE PUBLIC SCHOOLS

6.1. The Public Schools shall be responsible for development of any school district educational programs that it wishes to have cablecast on the Educational Access Channel(s).

6.2. *This section deleted.*

6.3. Bedford TV shall pass the Bedford School Department's video/audio signals through its facility to the Cable System and not be required to install wiring or studio equipment within School buildings.

7. EMPLOYMENT AND STAFFING

7.1. Non-discrimination in Employment and Service

Bedford TV shall adhere to state and federal laws as they may apply regarding equal opportunity and shall not discriminate against any person or applicant for employment or for the provision of services as subcontractor or in the delivery of services on the basis of age, race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

7.2. Job Descriptions

The job descriptions of Bedford TV employees and staff members shall be described in writing to the Issuing Authority.

7.3. Staffing

7.3.1. Staff

Bedford TV shall have or hire, and maintain staffing commensurate with available funding and which will provide "best efforts" service as required in Section 7.4 to fulfill the terms of this Agreement.

7.3.2. Volunteers

In keeping with the intent of this Agreement to provide PEG Access, Bedford TV shall actively recruit and train volunteers. Bedford TV shall develop standards and protocols for volunteers who participate in the production of Public, Educational or Governmental programming. Bedford TV shall hold the Town harmless for the actions of volunteers and shall purchase insurance coverage, naming the Town as an additional insured, in amounts as necessary in this regard. Bedford TV shall adequately supervise volunteers whether in the studio or on location.

7.4. Best Efforts to Cover Programming Requests

Bedford TV will use its best efforts to produce or cover all the programming requested by the Town entities. If Bedford TV believes it is unable to accommodate all the requested

programming or if a member of any Town entity finds Bedford TV's efforts insufficient, both parties shall work with the Selectmen and/or the Cable Television Committee to establish appropriate priorities.

8. RULES AND REGULATIONS

Bedford TV shall adopt reasonable rules and regulations regarding its financial operations, membership, use of the access facilities, equipment and services by authorized users, training requirements, and the frequency and scheduling of programming. Bedford TV shall periodically review, on no less than an annual basis, its rules and regulations. Said rules and regulations shall be distributed to all employees, volunteers and the Issuing Authority on an annual basis. Employees and volunteers shall comply with such rules and regulations at all times.

9. PROGRAMMING

9.1. Non-commercial Programming

The PEG access facilities shall be used for the production of non-commercial access programming, consistent with applicable laws and regulations. Bedford TV shall under no circumstances sell or cablecast commercial advertising. Non-commercial underwriting and funding acknowledgements may be made provided they are consistent with the requirements of the Town's Licenses with its respective Cable Operator(s) and applicable law. The Town acknowledges that Bedford TV shall be able to provide some services for a fee including, but not limited to, blank media sales, media or data duplication, and other similar services.

9.2. No Censorship

It is the Town's intention that there be no censorship of program content on the part of the Town. Bedford TV shall have control of the program content only to the extent allowed by applicable federal and state law. Bedford TV shall keep facilities, services, and channels open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Town nor the Cable Operator(s) shall have the authority to control the content of programming provided that such programming is lawful. Bedford TV shall take all reasonable and necessary steps to the extent, if any, allowed by law to censor unlawful programming.

9.3. Bulletin Board

Bedford TV shall provide an electronic “bulletin board” on access channels for the purposes of announcing programming and cable television access services, making public service announcements and allowing the Town’s departments or the schools to make certain announcements, or for such other purposes as are reasonably necessary or appropriate. Bedford TV shall take care to ensure that the announcements on the bulletin board are updated regularly and appropriately so that it functions efficiently and that the information provided to the public is accurate and timely and adheres to applicable federal and state laws and regulations. Bedford TV shall cooperate with Town and School Department officials to accommodate their need for prompt access to the bulletin board for emergency public safety announcements, such as school and street closings.

9.4. Programming Promotion

Bedford TV shall submit its access programming schedule for publication in the weekly local newspaper(s) and more frequently on the bulletin board of the access channel or channels and on their web site.

9.5. Funding Acknowledgment and Disclaimer

- a) Bedford TV may include the following funding acknowledgment at the beginning and end of each program: *Major funding for this program has been provided by Bedford TV and the cable subscribers of Bedford.*
- b) If appropriate, Bedford TV may place additional underwriting acknowledgments as well, in accordance with Article 9.1.
- c) Provided that Bedford TV has the equipment to do so, Bedford TV shall make the following announcement at least once during each access program: *Bedford TV and the Town of Bedford are not responsible for the content of this program.*

10. EQUIPMENT AND FACILITIES

10.1. Equipment

- a) Equipment as used in this section shall mean all non-consumable items used in providing PEG access services.
- b) Ownership and Record of Purchase

- i. All equipment is owned by the Town. Any new and/or replacement equipment acquired during the term of this Agreement shall become the property of the Town no later than the termination of this Agreement.
- ii. Any equipment and assets currently held by the incumbent Access Service Provider, as shown in Exhibits 1 and 2 of the RFP, shall remain or become the property of the Town in accordance with Section 10.1 b) i. above.
- iii. Any equipment and furnishings acquired by Bedford TV, by purchase or gift, shall become the property of the Town.
- iv. On or before the 30th day following the end of each calendar quarter, Bedford TV shall forward to the Town a statement that contains a description and cost of any equipment that is purchased during the prior calendar quarter. The Bedford TV shall keep on file a copy of each invoice describing equipment purchased and shall execute any documents requested by the Town to indicate the Town's ownership of such equipment.
- v. No equipment shall be sold, otherwise transferred, or discarded without the prior written approval of the Town.
- vi. Bedford TV shall provide the Town on an annual basis with an inventory of all equipment and furnishings in its possession.
- vii. Upon termination of this Agreement, equipment so purchased or acquired cannot be used to satisfy any present or future indebtedness of Bedford TV and is subject to continuing access by the Town, including the right of removal. The equipment will be in the custody and care of Bedford TV until either of the following actions occurs:
 - (i) The Issuing Authority instructs Bedford TV in writing to transfer any or all of the equipment to the Town or its designee; or
 - (ii) This Agreement is terminated as set forth in Section 3.3.
- c) Equipment Owned by the Cable Operator(s): Bedford TV shall ensure that no staff, volunteer or board member adjusts, moves or interferes with any equipment owned by the Cable Operator(s), without proper authorization.
- d) Equipment Purchase Process: Unless otherwise modified by mutual agreement of the parties to this agreement, the following processes will be used for equipment

purchases. Purchases of \$500 or less will be purchased by Bedford TV from its PEG access support/funding. Purchases between \$501 and \$2,500 will be purchased by Bedford TV using best business practices, funded or reimbursed by the PEG Access capital funding provided to the Town by the Cable Operators. Purchases of \$2,501 and above will be purchased by the Town in accordance with State procurement laws, funded for the Town by the capital account provided to the Town by the Cable Operators.

- e) Annual Purchase Plan: Bedford TV will present by May 1 each year a capital acquisition request list that describes the equipment and cost thereof that it wishes to acquire during the coming Town fiscal year to the Cable Television Committee. The Cable Television Committee will forward the list by June 1 of each year with its recommendations to the Selectmen for their review and approval. The timing of acquisition will reside with Bedford TV. The approved list will enable the expeditious ordering of the required equipment.

10.2. Maintenance and Insurance

Bedford TV shall be responsible for repair and maintenance of all equipment during the term hereof, and for insuring such equipment in accordance with the provision of Article 14.4(b) herein.

10.3. Access Studio

Bedford TV shall maintain appropriate space for the purposes of operating an access studio, staff offices, and other spaces as required.

11. PERFORMANCE EVALUATION HEARINGS

Every year, within ninety (90) days of the anniversary date of the execution of the PEG Access Agreement, the PEG Access Provider will take part in a public performance evaluation in the form of a public hearing conducted by the Selectmen and/or Cable Television Committee. The purpose of said evaluation will be to determine whether the PEG Access Provider is performing its responsibilities pursuant to the contractual agreement including, without limitation, public access programming, managing payments for PEG Access support and capital, training residents, and scheduling the PEG Access channels. The Town will determine the process and conduct of each evaluation, and will inform the PEG Access Provider of its intent at least 30 days in advance of each evaluation. After the first performance evaluation, the frequency of said evaluations may be changed by the advance, mutual written agreement of the

Selectmen and the PEG Access Provider. Specific performance criteria may be made part of the Agreement.

12. REPORTS

Throughout the term of this Agreement, Bedford TV shall provide the following reports in a timely fashion:

12.1. Video and Audio Signal Quality Reports

Whenever a cable TV customer contacts Bedford TV about poor or irregular video or audio signal quality on the access channels, or when Bedford TV staff or volunteers observe such problems, Bedford TV shall report said problem to the responsible Cable Operator. Bedford TV shall submit a written summary report to the Selectmen and Cable Television Committee of the resolution or failure to resolve said issue.

12.2. Board Report

Minutes from Board of Directors meetings shall be provided to the Town and to the Selectmen and Cable Television Committee following the approval of said minutes.

12.3. Annual Report

Bedford TV shall prepare on an annual basis a comprehensive report covering the past year of activities and its proposed goals for the upcoming year. Said report shall include:

12.3.1. Programming and Membership Report:

- a. membership growth, training and activity;
- b. number of hours of equipment use and book value thereof;
- c. list of projects completed;
- d. summary of activities from Public, Educational and Governmental programming;
- e. report of complaints and public comments received.

12.3.2. Fiscal Report:

- a. income received and sources, including a schedule of rates and charges;
- b. comprehensive expense information to include operations and capital expenses;
- c. list of all equipment purchased including its type and cost;
- d. assets, acquired and/or disposed;

- e. fundraising activities;
- f. capital reserve fund and operating bank accounts;
- g. Auditor's Review Report from an independent certified public accountant once every three (3) years;
- h. certificates of insurance.

12.4. Publication of the Annual Report

By means of announcements on access channels, Bedford TV's Internet web site, and an advertisement in a newspaper of general circulation, the Annual Report shall be made available to the public for review and comment. A copy of the notice of Bedford TV's public meetings shall be sent to the Issuing Authority and the Town Clerk for posting.

12.5. Annual Plan and Budget

Bedford TV shall provide to the Issuing Authority an Annual Plan and Budget outlining activities and programs planned for the upcoming fiscal year. Such a plan shall include:

- a. a detailed plan for programming, services, facilities use and staffing;
- b. a statement of the number of hours of local, original PEG access programming projected, and
- c. a detailed operating, capital equipment and facilities budget.

13. INDEMNIFICATION AND LIABILITY

Bedford TV hereby releases and covenants to hold harmless the Town, its officers, agents, employees, , representatives, and volunteers of and from any and all causes of actions, claims, demands, damages, costs, losses of service, expenses and compensation on account of or in any way arising from, directly or indirectly, personal injuries, bodily injuries, death or property damage resulting from or claimed to result from any act or omission of Bedford TV, its officers, employees, volunteers, agents, representatives and invitees, related to Bedford TV's activities, including, but not limited to, construction of access facilities, operations, and its provision of cable television access services pursuant to this Agreement.

Bedford TV further agrees to protect and defend the Town, its officers, agents, employees, representatives, and volunteers against any claim for damages, costs, loss of service, expenses and compensation, or other claim resulting from or claimed to result from activities undertaken by Bedford TV, its officers, employees, agents, representatives, volunteers, and

invitees and to indemnify, reimburse or make good to the Town, its officers, agents, employees, representatives and volunteers any loss, damage or cost, including attorneys' fees, the Town, its officers, agents, representatives, employees, representatives and volunteers may have to pay if any claim arises from such activities.

14. INSURANCE

14.1. Coverage for Term of Agreement

Bedford TV shall, at all times during the term of this Agreement, maintain professional liability insurance comparable to broadcast liability/media perils insurance and comprehensive public liability insurance, which shall include the broad form comprehensive general liability endorsement covering Bedford TV's activities, including, but not limited to, construction of access facilities, operations and its provision of cable access television services pursuant to this Agreement.

Such policies shall be written by a responsible company qualified to do business in Massachusetts and in good standing therein. The policies provided for herein shall specifically cover the indemnity provisions in the preceding Section. Bedford TV shall be considered in default of this Agreement if any of the required insurance coverages expire, lapse or are otherwise not valid.

14.2. Town as Co-Insured or Additional Insured

The Town shall be named as a co-insured or additional insured on all aforementioned insurance coverages. All insurance certificates shall provide that the policies shall not be cancelled without at least thirty (30) days written notice to the Town.

14.3. Notification of Coverage

Bedford TV shall deposit with the Issuing Authority copies of the policies and certificates of insurance naming the Town as an additional insured within ten (10) days of the execution of this Agreement and thereafter within ten (10) days prior to the expiration of any such policies. Bedford TV shall deposit copies of successor policies and certificates of insurance with the Issuing Authority on an annual basis within 30 days of renewal of policies.

14.4. Insurance Coverage

a. Comprehensive Liability Insurance:

Bedford TV shall obtain comprehensive liability coverage including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits for such coverage shall be Business Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.

b. Equipment Insurance:

Replacement cost insurance coverage shall be maintained by Bedford TV on all equipment and facilities including fixtures, funded or provided in whole or in part under this Agreement, and shall name the Town as a co-insured. Insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.

c. Workers' Compensation Insurance:

Bedford TV shall obtain full Workers' Compensation Insurance and Employer's Liability with limits as required by Massachusetts law.

d. Cable Caster Errors and Omission Insurance:

Insurance shall be maintained to cover the content of productions which are cablecast on the access channels in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

15. MISCELLANEOUS PROVISIONS

15.1. Severability

If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

15.2. Entire and Complete Agreement

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior Agreements or understandings. It can be amended only by a written Agreement between the parties. The Town's Request for Proposals, and Bedford TV's response thereto are incorporated into, and are part of this Agreement.

15.3. Observation of Laws and Regulations

Bedford TV shall comply at all times in the performance of this Agreement with all applicable laws and regulations of the United States and the Commonwealth of Massachusetts and the Bylaws of the Town of Bedford.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24th day of October, 2011.

Bedford Community Access Television, Inc.

Town of Bedford

By its Duly Authorized Officer

By the Selectmen of Bedford acting as
the Issuing Authority

Ronald M. Cordes
President

Walter J. St. Onge III, Chair

Catherine B. Cordes

William S. Moonan

Michael A. Rosenberg

Mark Siegenthaler

Approved as to form:

Michael C. Lehane, Town Counsel

EXHIBIT 1

Current Equipment, Supplies and Furnishings Available for Use (either transferred from Comcast or purchased by the current PEG Access Provider and/or Town)

Bedford Community Access Television, Inc.

Equipment Type	Brand	Model	In Use/Not in use
Amplifier	Alesis	RA300	storage (from Comcast)
Amplifier x2	Crown	D-75	in use (from Comcast)
Audio Leveler	Symetrix	422 Stereo Amplifier	in use
Audio Leveler x3	Symetrix	421m	in use
Audio Mixer	Shure	M367	in use
Audio Mixer	Mackie	1604-VLZ Pro	in use
Audio Mixer (automatic) x2	Lectrosonics	AM8	in use
Audio Mixer x2	Shure	M267	in use (from Comcast)
Camera Studio x3	JVC	GY HD200	in use
Carousel Server	Tightrope	Carousel Player	in use
Computer	Apple	G5	in use
Computer	Apple	iMac	in use
Computer	Hewlett Packard	hp workstation xw4200	in use
Computer	Dell	Optiplex 170L	in use
Computer (DSK)	Compix		in use
Computer (laptop) x2	Apple	MacBookPro	in use
Computer Monitor	Formac	Galley	in use
Computer Monitor	Asus		in use

Distribution Amp (audio) x 10	Sigma	ADA 21S	storage
Distribution Amp (audio) x 2	Symetrix	581E	in use
Distribution Amp (video)	Sigma	SS-2100-16 Plus	storage
Distribution Amp (video) x 3	Sigma	VDA 21	storage
Distribution Amp Video x2	Sigma	SS-2100-16 Plus	in use
DV Deck x3	JVC	BR-DV3000	in use
DV/DVCAM Deck	Sony	DSR-45	in use
DVD Carousel	Sony	DVP-cx777es	in use
DVD Duplicator	?	?	in use
DVD Player	Sony	dvp-ns575p	in use
DVD Player x2	Pioneer	V5000	storage
DVD Recorder	Phillips	DVD R3455H	in use
DVD Recorder	Panasonic	DMR-ES20	in use
DVD Recorder	Sony	RDR-HX715	in use
Editing Keyboard	Bella Pro Series	Shuttle Keyboard	in use
Engineering Switcher	Sigma	SSC-210	in use
Engineering Switcher	Sigma	SLX-161SVL	storage
Extension Cords x3	various	various	in use
Field Camera x3	Sony	PD-170	in use
Hard drive	Samsung	Story	storage
Hard drive	Western Digital	WD5000P032	in use
Hard drive	Seagate	FreeAgent Desk	in use
Headphones x3	Sennheiser	HD 202	in use
Intercom Power Supply	RTS	PS15	in use
Intercom Sets x4	RTS	BP319	in use
Intercom Speaker	RTS	MCS-325	in use
Intercom User Station	RTS	MCE-325	in use

KVM Switch	Iogear	MiniView ultra 8 port	in use
Light (box)	Lowell	Rifa LC55EX	in use
Light (box)	Lowell	Rifa LC66EX	in use
Light (spot)	Lowell	Lowell Pro	in use
Mic Cables x14	various	various	in use
Microphone (handheld) x 2	Radio Shack	IMP 600	in use
Microphone (handheld) x3	Shure	SM58	in use
Microphone (lav) x 5	Shure	MX 185	in use
Microphone (shotgun)	Shure	SM81-LC	in use
Microphone (shotgun)	Audio Technica	AT 815a	in use
Microphone (shotgun)	Audio Technica	AT 8015	in use
Microphone (Wireless handheld)	Sennheiser	ew100 g3	in use
Microphone (wireless system) x2	Sennheiser	EW100/EK100	in use
Microphone Stand (floor)	Atlas Sound	?	in use
Microphone Stand (table) x7	?	?	in use
Microphone wireless transmitter (handheld)	Sennheiser	SKP 100	in use
Modulator x 3	Scientific Atlanta General	D9022	in use
Modulator x 4	Instrument	S450m	storage
Modulator x 5	Cadco	M369	3 in use (from Comcast)
Monitor	Panasonic	BTS700N	in use (from Comcast)
Monitor	Planar	PD717AJA00292	in use
Monitor	Princeton	VL1918	in use
Monitor	Dell	170FVPt	in use
Monitor	JVC	TM-A101G	in use
Monitor	JVC	TM-H150CG	in use
Monitor	ViewSonic	Q51	in use

Monitor	Hewlett Packard	hp 2035	in use
Monitor (Studio)	Sony	Trinitron	in use
Monitor (Studio)	Panasonic	TC-42PX24	in use
Monitor (touch screen)	Planar	PT191MU	in use
Monitor x2	JVC	TM-H150C	in use
Monitor x3	Vizio	VO22L HDTV 10a	in use
Network Switch	3Com	3CGSU08	storage
Network Switch	Netgear	GS108	storage
Power Backup	APC	BX1000G	in use
Power Backup	APC		in use
Power Conditioner x2	Middle Atlantic Products	PD915R	in use
Power Conditioner x2	Furman	PL-8C	in use
Printer	Hewlett Packard	Officejet Pro 8000	in use
Printer	Epson	Photo R-280	in use
Printer/Scanner/Copier	Hewlett Packard	6500A Plus	in use
RAID Storage Drive	QNAP		in use
Router	Knox	Chameleon Keypad Router	in use
Router Control Box	Knox	Control	in use
Speaker	Sentry	100A	in use
Speakers	JBL		in use
SVHS Deck	Sony	SVP5600	storage
SVHS Deck	Panasonic	AG7350	storage
Switcher	Broadcast Pix	Slate 100	in use
Synch Generator	Sigma Keywest	CSG355a	To Be Disposed
TBC x4	Technology	BVTBC10	storage
Tripod	Manfrotto	3433	in use

Tripod	Manfrotto	501HDV	in use
Tripod	Sachtler	SFB6	in use
Tripod (Studio) x5	Bogen	3061	in use
Tuner	Technics	ST-G6T	in use
Vectorscope	Videotek	VSM-60	needs fuse
Verizon live feed box	Ventura Monroe	VS661 DAC	in use
Vertical Interval Switch x3	Electronics	R175	in use
Video Projector	Epson	EMPS5	in use
Video Server	Tightrope	SX-4	in use
Waveform Monitor	Videotek Magni Monitor Series	TSM-60 MM-400	in use in use
Waveform/Vectorscope Wide Angle Lens for Sony Cams x 3	Sony	VCLHG0758	in use
Zoom Control Dolly (3)	Sony Bogen	Rm-VD1 3067	in use in use (from Comcast)
Head Sets (3)	Clear-Com	A4F	in use (from Comcast)
Switcher A/V mixer	Sigma Electronics	SSV-210	in use (from Comcast)
Tripod (3)	Bogen	3061	in use (from Comcast)
Video deck, SVHS Playback	Sony	SVP-5600	in use (from Comcast)
Rack Spacers and Hardware	Box 24		storage
Middle Atlantic Power Center	Middle Atlantic Products	PD-915R	storage
JVC Engineering Monitor	JVC	TM-H150CG	storage
Pioneer DVD Player	Pioneer	DVD-V5000	storage
Sigma Video Distribution Amp?	Sigma	FR-500	not-needed
Color Sync Generator	Sigma	CSG 355A	not-needed
Monitor Cables in Box			not-needed

Rack Equipment w/BNC connectors			not-needed
BNC Cables Long			not-needed
BNC Cables Short			not-needed
Rack Equipment in Box			not-needed
Rack Equipment in Box			not-needed
Monitor Stand?		TBLX0134	not-needed
Mohawk/CDT Ultra-flex Color Camera Cable	Mohawk	CDT Ultra-Flex	not-needed
Computer Power Cables			not-needed
Rack Shelves, Rack Hardware			not-needed
BNC Cables (assorted lengths)			not-needed
Speakers	Realistic		not-needed
Echolab Pattern Generator	Echolab	MVS-5	not-needed
Cordless Phone	RadioShack		not-needed
Matchmaker Interface System		MM100	not-needed
Matchmaker Interface System		MM100	not-needed
Kramer Video Switcher-Distributor	Kramer Electronics	VM-42/110V	not-needed
Hitachi Remote Operational Unit	Hitachi	RU-C1V	not-needed
VideoTek Engineering Switch	VideoTek	VAS-1201	not-needed
TBC1 Model TBC/Freeze	Prime Image	TBC/Freeze	not-needed
Hitachi Remote Operational Unit	Hitachi	RV-C1	not-needed
Denon CD/MP3 Player	Denon		not-needed
Ikegami Video Monitor	Ikegami	PM-K9	not-needed
Ikegami Video Monitor	Ikegami	PM-K9	not-needed
JVC Monitor	JVC	TM-A101G	not-needed
Ikegami Video Monitor	Ikegami	PM-K9	not-needed
Ikegami Video Monitor	Ikegami	PM-K9	not-needed

Dual TBC Expansion System	DPS	DPS ES-2200T	not-needed
Panasonic Video Cassette Recorder	Panasonic	AG7350	not-needed
Quatech USB Serial Adapter	Quatech	ESU2-400, CRS422	not-needed
Quatech USB Serial Adapter	Quatech	ESU2-400, CRS422	not-needed
Hitachi Monitor/Viewfinder	Hitachi		not-needed
Hitachi Monitor/Viewfinder	Hitachi		not-needed
Hitachi Monitor/Viewfinder	Hitachi		not-needed
Miscellaneous Shelving			not-needed
Power Strips			not-needed
Electronics Rack 6'	Middle Atlantic Products	MRK-1426	not-needed
Electronics Rack 6'	Middle Atlantic Products	MRK-1426	not-needed
Electronics Rack 6'			not-needed
Bogen Tripod	Manfrotto	3068	not-needed
Bogen Tripod	Manfrotto	3068	not-needed
Patch Panel	ADC	BJF203-4MKII	not-needed
Patch Panel	ADC	1272606	not-needed
Patch Panel	ADC	UP-3NMKII	not-needed
Patch Panel	ADC	UP-3NMKII	not-needed
JVC Color Special Effects Generator Controller	JVC	KM2500	not-needed
JVC Color Special Effects Generator I/O	JVC	KM2500	not-needed

EXHIBIT 2

PEG Access Equipment Provided by Comcast and Not Currently in Use

Owner	Qty.	Description	Manufacturer	Model
Comcast	3	Camera	Hitachi	FP-C10A
Comcast	1	Character Generator	Alphagen	85426084
Comcast	1	Edit Controller	Sony	FXE-100
Comcast	3	Monitor	Hitachi	GM50N
Comcast	1	Remote Operation Unit	Hitachi	RV-C1
Comcast	3	Scoop Light	FCM	161
Comcast	1	Switcher	Echolab	MVS-5
Comcast	1	Switcher	Panasonic	WJ-4600C
Comcast	1	Video deck SVHS Recorder	Sony	SVO-5800