



NORTH SUBURBAN COMMUNICATIONS COMMISSION
March 1, 2012
7:00 P.M.
NSCC/NSAC
2670 Arthur Street, Roseville, MN

A G E N D A

- I. Call to Order
- II. Roll Call
- III. Public Forum (10 Minutes)
- IV. Approval of Agenda
- V. Approval of Minutes
- VI. Reports
 - A. Executive Director
 - B. Cable Company
- VII. General Business
 - A. Treasurer's Report – January 2012
 - B. Franchise Fee Audit Settlement Agreement – C. Wilson
 - C. Discussion – Annual Meeting
 - D. Appoint Scholarship Committee
- VIII. Announcements
- IX. Adjournment

Please call the office if you or your alternate are unable to attend the meeting.

Next Regular Meeting – April 5, 2012

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**NORTH SUBURBAN COMMUNICATIONS COMMISSION
MINUTES
February 2, 2012**

I. Call to Order

The Commission chair, Dan Roe, called the meeting to order at 7:00 pm at the CTV North Suburbs Roseville facility.

II. Roll Call

The following Commissioners were in attendance:

Craig Wilson, Arden Hills
Rick Talbot, Falcon Heights
Jeff Dains, Lauderdale
Rick Montour, Little Canada
Gina Bauman, New Brighton
Steve Beilke, North Oaks
Dan Roe, Roseville
Jim Roth, St. Anthony
Blake Huffman, Shoreview

Others Present:

Coralie Wilson, Executive Director
Steve Guzzetta, Attorney, Bradley and Guzzetta, LLC
Emmett Coleman, Vice President of Government Affairs, Comcast

III. Public Forum

Jim Nebel, volunteer producer for CTV, spoke at the public forum on behalf of his program "Ramsey 911," co-produced with Mark Hughes. He brought attention to the Residential Emergency Response Information form, which is helpful for disabled or elderly persons to cut down response time during emergencies. Mr. Nebel and Mr. Hughes will be visiting the ten ember cities to stress the importance of this form.

IV. Approval of Agenda

Mr. Huffman moved, seconded by Mr. Dains, to approve the agenda. The motion was approved unanimously.

V. Approval of Minutes

Ms. Beilke moved, seconded by Mr. Huffman, to approve the minutes of the January 5, 2011, Commission meeting. The motion was approved unanimously.

VI. Reports

A. Executive Report

Ms. Wilson reminded the Commissioners and viewers of the scholarship program. Applications and instructions are on the website. She noted that the deadline for applications is no later than 4:00 pm on Friday, April 13, 2012.

Ms. Wilson held an orientation for the new city manager in St. Anthony today and plans to schedule an orientation for the city administrator in Falcon Heights.

Ms. Wilson announced that one of the original Commissioners for the North Suburban Communications Commission, Jerry Skelly of Mounds View, has passed away. She added that Mr. Skelly worked for the St. Paul Public Schools, was active in St. Paul on Cable Access St. Paul board of directors and began the Cable Committee in Mounds View with Ms. Haake. He served on the NSCC and NSAC Board of Directors until 2002.

B. Cable Company

Mr. Coleman reported on the Internet Essentials program. He reported that about 40,000 homes across the country have signed up in the first five months, which means approximately 160,000 new people are on the Internet. Comcast is looking for community partners to get the word out about this program, such as a community Lions Club that could sponsor ten families

VII. General Business

A. Treasurer's Report

Mr. Talbot moved, seconded by Ms. Bauman, to accept the December 2011 Treasurer's Report. The motion was approved unanimously.

B. Resolution 2012-02, Extending Certain Deadlines and Dates Established in Resolution 2012-01.

Mr. Beilke moved, seconded by Mr. Dains, to approve Resolution 2012-02, Extending Certain Deadlines and Dates Established in Resolution N. 2012-01. The motion was approved unanimously.

C. Franchise Renewal Consultant Reports

Sue Buske of the Buske Group presented the Community Needs Ascertainment findings based on a telephone survey, community focus groups and an on-line survey.

Dick Nielsen presented a report on Comcast's subscriber system and existing Institutional Network and an evaluation of the PEG access channels signal transport and distribution as part of the technical audit for the cable franchise renewal.

D. Election of Officers

Mr. Talbot moved, seconded by Mr. Dains, to accept the slate of officers as submitted by the Nominating Committee, naming Blake Huffman as Chair, Steve Beilke as Vice-Chair and Gina Bauman as Secretary/Treasurer. The motion was approved unanimously.

VIII. Announcements

Mr. Roe announced that the scholarship applications are available on the web site and the deadline is April 13.

Mr. Wilson noted that he has been pleased to serve on the scholarship committee in the past and has been disappointed in seeing applications that are not complete. He urged all applicants to read the instructions and to call the Commission office with any questions.

IX. Adjournment

Mr. Beilke moved, seconded by Mr. Roth, to adjourn the meeting. The motion was approved unanimously, and the meeting adjourned at 8:30 pm.

Respectfully submitted

Blake Huffman, Secretary/Treasurer

**NORTH SUBURBAN COMMUNICATIONS COMMISSION
MINUTES
February 2, 2012**

I. Call to Order

The meeting was called to order by the chair, Dan Roe, at 6:35 p.m.

II. Roll Call

The following Commissioners were in attendance:

Craig Wilson, Arden Hills
Rick Talbot, Falcon Heights
Jeff Dains, Lauderdale
Rick Montour, Little Canada
Gina Bauman, New Brighton
Steve Beilke, North Oaks
Dan Roe, Roseville
Jim Roth, St. Anthony

Others Present:

Coralie Wilson, Executive Director
Steve Guzzetta, Attorney, Bradley and Guzzetta, LLC

III. Approval of Agenda

Mr. Guzzetta stated for the record:

Over the course of the ongoing franchise fee review being conducted as part of the ongoing administrative proceeding required by Section 626(a) of the Cable Communications Policy Act of 1984, as amended, Comcast of Minnesota, Inc., and Comcast Cable Communications, LLC, failed to provide certain data, documents and certifications requested by the Commission pursuant to the document and report production provisions of the member cities' franchises. On November 3, 2011, the Commission adopted Resolution No. 2011-04, in which it formally concluded that Comcast of Minnesota, Inc., and Comcast Cable Communications, LLC, have not complied with Sections 8.3.c, 8.4 and 8.5.b of the member cities' franchises and authorized the issuance of a notice of violation. The requisite written notice of violation was hand-delivered to Comcast on November 15, 2011, and afforded Comcast 30 days to effect a complete cure of the specified franchise violations. On December 1, 2011, the Commission adopted Resolution No. 2011-05, which (i) authorized the Executive Committee to take all steps necessary to draw on Comcast's letter of credit in the event Comcast did not come into complete compliance with the member cities' franchises by the expiration of the cure period, (ii) established a process by which Comcast could file written objections to the notice of violation, and (iii) set a public hearing date to address those objections and to make a final decision as to whether Comcast remains in violation of the member cities' franchises.

Subsequent to the issuance of the notice of violation, Comcast and the Commission's representatives agreed to engage in discussions to see if the violations set forth in the November 15 notice of violation could be settled. To accommodate the settlement process, the Commission extended the applicable cure period to January 6, 2012, and the Commission adopted Resolution No. 2012-01, pushing back certain deadlines prescribed in Resolution No. 2011-05. Comcast and the Commission's representatives have now reached a settlement in principle for consideration by the Commission, but have not yet finalized certain terms and reduced them to writing. Accordingly, it is still possible that a settlement will not be reached and that the Commission will need to continue franchise enforcement action, including the conduct of a public hearing to hear any timely objections filed by Comcast, and any response by Commission staff.

This means the Commission is now at the point where it needs to consider the relative benefits and drawbacks of the settlement in principle and weigh them against continued franchise enforcement action during which the parties' rights and responsibilities under the member cities' franchises will be adjudicated. This process involves the consideration of available evidence, the assessment of the strengths and weaknesses, if any, of the Commission's legal position in the franchise enforcement process, the evaluation of the strengths and weaknesses of Comcast's legal position in the franchise enforcement process, and the development and discussion of litigation and settlement strategies. The outcome of the settlement and pending franchise enforcement processes will affect the member cities' and the Commission's contractual rights and the compensation and benefits the Commission, the member cities and the public receive from Comcast for its use of valuable public rights-of-way over several years.

These circumstances, we believe, require the Commission to seek legal advice and options concerning the active franchise enforcement process initiated by the issuance of the November 15, 2011, notice of violation and the relative merits of pursuing the settlement in principle and attempting to finalize a settlement agreement. If that discussion were to occur in public, it could seriously and unfairly prejudice the Commission's standing, position and rights in the franchise enforcement process and subsequent litigation, be very detrimental to the interests of the Commission and some or all of the commissioners and member cities, and would significantly impair the Commission's ability to effectively deal with this matter and to protect the public interest and preserve the member cities' and the public's rights under applicable law. We believe that a closed session between the Commission and its attorneys is necessary to advise the Commission so that it can make informed decisions that will produce an outcome that is ultimately beneficial to the Commission, the member cities, and the general public. Absolute confidentiality is needed at this time in order to have a meaningful, candid and open discussion of litigation and settlement strategies and options pertaining the franchise enforcement process. This closed session should not include discussion or consideration of any subject other than providing and requesting legal advice on the ongoing administrative litigation begun by the issuance of the November 15, 2011, notice of violation. Thus, as your attorney, I recommend the following motion:

“(i) that this Executive Session be closed to the public to consider confidential legal advice concerning the ongoing franchise enforcement process, and possible settlement of the remaining franchise violations delineated in the November 15, 2011, notice of violation; (ii) that all guests at the session are excused; and (iii) that the Commission's Executive Director and attorneys shall remain in the Executive Session.”

Mr. Roe said that he agreed that the ongoing franchise enforcement process, and possible settlement of the remaining franchise violations delineated in the November 15, 2011, notice of violation are matters that should be considered in a closed meeting. Here then entertained the motion as recommended by Mr. Guzzetta.

Mr. Wilson moved, seconded by Mr. Beilke, (i) that this Executive Session be closed to the public to consider confidential legal advice concerning the ongoing franchise enforcement process, and possible settlement of the remaining franchise violations delineated in the November 15, 2011, notice of violation; (ii) that all guests at the session are excused; and (iii) that the Commission's Executive Director and attorneys shall remain in the Executive Session. The motion was approved unanimously, and the meeting was closed for the Executive Session.

V. Adjourn Closed Executive Session

Mr. Montour moved to adjourn the closed Executive Session, seconded by Ms. Bauman. The Executive Session was adjourned at 7:05 p.m.

Minutes Prepared by:

Coralie A. Wilson
Executive Director

**NSCC Item VI.A.
February 24, 2012**

to: Commissioners
from: Cor Wilson, Executive Director
subject: February Report

In addition to the items on the agenda, we received and processed the cable franchise fees this month, including sending out the annual invoices for the cities' contributions to the NSCC budget.

We also received the attached correspondence from Emmett Coleman, Comcast Vice President for Government Affairs.



Comcast Cable
10 River Park Plaza
St Paul, MN 55107

February 17, 2012

Ms. Cor Wilson
Executive Director
North Suburban Cable Commission
2670 Arthur Street
Roseville, MN 55113

Dear Cor:

We are writing to provide advance notice of certain changes to our customers' bills.

The implementation of the adjusted PEG Fee, announced in December, was delayed. Starting April 1, 2012, or with the billing statement thereafter, the PEG Fee is changing. Customers will receive the following bill message beginning February 23:

The implementation of the adjusted PEG Fee, announced in December, was delayed. Effective April 1, 2012, or with your billing statement thereafter, the PEG Fee is changing from \$3.46 to \$3.90.

Due to increases in programming and business costs, starting April 1, 2012, or with the first billing statement thereafter, the cost of select video services will change as indicated below in the bill message customers will receive beginning February 23:

Periodically we must adjust prices due to increases in programming and other business costs. Effective April 1, 2012, or with your billing statement thereafter, Basic Cable is increasing from \$12.59 to \$13.78.

Please know that customers currently receiving services as part of a promotion will see no price changes until the end of the promotional period.

Also, effective April 17, 2012, Disney Junior (Channel 137), a new 24-hour channel for preschool-age children, parents and caregivers, will be available on Xfinity TV Digital Preferred service. At this time, Disney Junior will be offered exclusively on Xfinity TV.

If you have any questions or need more information about these changes please feel free to call me directly at 651-493-5774.

Sincerely,

Emmett Coleman
Vice President, Government Affairs
651-493-5774

North Suburban Communications Commission

2011 Financial Report Summary

For the One Month Ending January 31, 2012

	Current Month	Year to Date	% Total Budget	Y-T-D Budget	Annual Budget
Revenues					
Interest Income	80.91	80.91	(0.08)	83.33	1,000.00
Cable Co. Scholarships	0.00	0.00	0.00	0.00	98,703.00
Reimbursement	0.00	0.00	0.00	567.00	6,800.00
Misc. Income	684.60 a.	684.60	0.00	0.00	0.00
City Contributions	0.00	0.00	0.00	28,769.75	345,237.00
Transfer from Reserves	0.00	0.00	0.00	7,172.00	86,068.00
Total Revenues	765.51	765.51	(0.00)	36,592.08	537,808.00
Expenses Summary					
Personal Services	9,086.73	9,086.73	0.07	10,583.33	127,015.00
Operating Expenses	41,658.57	41,658.57	0.11	33,033.00	396,393.00
Contingency	0.00	0.00	0.00	0.00	0.00
Capital Expenses	0.00	0.00	0.00	1,201.00	14,400.00
Total Expenses	50,745.30	50,745.30	0.09	44,817.33	537,808.00
Net	(\$ 49,979.79)	(\$ 49,979.79)	0.00	(8,225.25)	0.00

a. Misc. Income -- LMCIT dividend

North Suburban Communications Commission

2011 Detail Financial Report

For the One Month Ending January 31, 2012

	Current Month		Year to Date	% Total Budget	Y-T-D Budget	Annual Budget
Personal Services						
Full Time Salaries	7,435.20		7,435.20	0.08	8,167.00	98,000.00
Part Time Salaries	0.00		0.00	0.00	0.00	0.00
FICA	628.80		628.80	0.08	675.00	8,105.00
Retirement	0.00		0.00	0.00	367.00	4,410.00
Unemployment	44.68		44.68	0.04	83.33	1,000.00
Workers Comp	0.00		0.00	0.00	41.00	500.00
Health/Life Insurance	978.05		978.05	0.07	1,250.00	15,000.00
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Total Personal Services	9,086.73		9,086.73	0.07	10,583.33	127,015.00
 Operating Expenses						
General						
Printing	11.25	b.	11.25	0.01	100.00	1,200.00
Publications	184.99	c.	184.99	0.37	42.00	500.00
Memberships	3,210.00	d.	3,210.00	0.47	573.00	6,880.00
Entries Fees	0.00		0.00	0.00	0.00	0.00
Video Programming	0.00		0.00	0.00	0.00	0.00
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Total General	3,406.24		3,406.24	0.40	715.00	8,580.00
 Supplies						
I-Net Supplies	0.00		0.00	0.00	333.00	4,000.00
Office Supplies	162.58		162.58	0.11	125.00	1,500.00
Video Supplies	0.00		0.00	0.00	0.00	0.00
Software Supplies	0.00		0.00	0.00	84.00	1,000.00
Volunteer Supplies	0.00		0.00	0.00	83.00	1,000.00
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Total Supplies	162.58		162.58	0.02	625.00	7,500.00

b. Printing -- Newsletter collating

c. Publications -- Multichannel News subscription

d. Memberships -- MACTA annual dues; New Brighton/Mounds View Rotary Club dues

	Current Month	Year to Date	% Total Budget	Y-T-D Budget	Annual Budget
Maintenance					
Office Equipment	0.00	0.00	0.00	100.00	1,200.00
Network Equip. Maint.	0.00	0.00	0.00	167.00	2,000.00
Building Janitorial	997.63	997.63	0.06	1,333.00	16,000.00
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Total Maintenance	997.63	997.63	0.05	1,600.00	19,200.00
Travel					
Conferences	0.00	0.00	0.00	833.00	10,000.00
Mileage & Meals	330.99	330.99	0.13	217.00	2,600.00
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Total Travel	330.99	330.99	0.03	1,050.00	12,600.00
Tuition & Training					
Tuition & Training	15.00 e.	15.00	0.02	63.00	750.00
Utilities					
Utilities	496.45	496.45	0.06	709.00	8,500.00
Leases					
Rent	1,696.40	1,696.40	0.08	1,750.00	21,000.00
Property Taxes	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	41.00	500.00
Postage Meter	0.00	0.00	0.00	62.50	750.00
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Total Leases	1,696.40	1,696.40	0.08	1,853.50	22,250.00

e. Training -- Wellness reimbursement

	Current Month	Year to Date	% Total Budget	Y-T-D Budget	Annual Budget
Contractual					
Audit	0.00	0.00	0.00	467.00	5,600.00
Insurance	0.00	0.00	0.00	333.00	4,000.00
Legal	17,683.75	17,683.75	0.20	7,500.00	90,000.00
Intrnet Connection	1,000.00	1,000.00	0.16	508.00	6,100.00
NSCC SALES TAX	48.39	48.39	0.06	62.50	750.00
Cable Services	1,005.00	1,005.00	0.08	1,105.00	13,260.00
Miscellaneous	14,629.77	f. 14,629.77	0.16	7,500.00	90,000.00
Total Contractual	34,366.91	34,366.91	0.16	17,475.50	209,710.00
Communications					
Postage	0.00	0.00	0.00	84.00	1,000.00
Telephone	186.37	186.37	0.05	333.00	4,000.00
Advertising & Promotion	0.00	0.00	0.00	133.00	1,600.00
Total Communications	186.37	186.37	0.03	550.00	6,600.00
Grants					
Scholarships	0.00	0.00	0.00	8,225.00	98,703.00
Internships	0.00	0.00	0.00	0.00	0.00
Total Grants	0.00	0.00	0.00	8,225.00	98,703.00
Recruiting					
Recruiting	0.00	0.00	0.00	167.00	2,000.00
Total Operating	41,658.57	41,658.57	0.11	33,033.00	396,393.00

f. Misc. Contractual -- Roseville IT services; The Buske Group; CBG Communications

	Current Month	Year to Date	% Total Budget	Y-T-D Budget	Annual Budget
Contingency					
Contingency	0.00	0.00	0.00	0.00	0.00
Capital Expenses					
Capital Improvements	0.00	0.00	0.00	117.00	1,400.00
Capital Video	0.00	0.00	0.00	0.00	0.00
I-Net Equipment	0.00	0.00	0.00	834.00	10,000.00
Office Equipment	0.00	0.00	0.00	250.00	3,000.00
Total Capital	0.00	0.00	0.00	1,201.00	14,400.00
Total Expenses	50,745.30	50,745.30	0.09	44,817.33	537,808.00

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**NSCC Item VII.B.
February 24, 2012**

to: Commissioners
from: Cor Wilson, Executive Director
subject: Franchise Fee Audit Settlement Agreement

We have finally been able to complete the settlement agreement that resolves the outstanding issues in the franchise fee audit. A copy of the agreement, a certification regarding certain financial records and responses produced during the review, and an example of the calculation of advertising sales gross revenues is attached, along with a summary of the agreement.

Note that, while this agreement settles a number of issues, including the calculation of advertising revenues and the revenue allocation for bundled services, it does not resolve other financial issues, such as Comcast's pass-through of franchise fees paid on non-subscriber revenues to subscribers, any franchise fee payment issues in 2012 or the propriety of Comcast's late fee.

If you have any questions about the agreement, please feel free to call me before the meeting so that I can make sure I have the information I need to respond.

Staff recommends approval of the settlement agreement.

Action Requested: Motion to approve the Franchise Fee Audit Settlement Agreement, as presented.

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SETTLEMENT AGREEMENT SUMMARY

- Resolves November 15, 2011, Notice of Violation concerning Comcast's failure to provide requested data, documents and certifications, and all franchise fee payment issues for calendar years 2009, 2010 and 2011, provided Comcast fully complies with the Settlement Agreement. The NSCC will withdraw the Notice of Violation, and associated resolutions, once the Settlement Agreement has been executed by all parties and the required payment is received.
- Does NOT resolve other financial issues, such as Comcast's pass-through of franchise fees paid on non-subscriber revenues to subscribers, any franchise fee payment issues in 2012 or the propriety of Comcast's late fee.
- The NSCC will receive a lump sum payment of \$41,568.00, which will not be offset against franchise fees or any grants paid to the NSCC, within 15 days of the effective date of the Settlement Agreement.
- Comcast provides the NSCC and the member cities with assurances and documentation, including a certification from a Comcast financial officer, as to how advertising transactions are conducted and how advertising revenues, including commissions, rep fees, affiliate fees and rebates paid to affiliated entities, are booked and accounted for in gross revenues for franchise fee calculation purposes.
- The current definition of gross revenues in the member cities' current franchises is clarified: (i) to include all advertising revenues received by Comcast and its affiliates from the operation of the cable system in the member cities, including commissions, rep fees and affiliate fees paid to Comcast Spotlight and NCC, and rebates returned to Comcast by NCC; (ii) to exclude advertising revenues and commissions that are received by unaffiliated persons or entities; and (iii) to incorporate a *pro rata* methodology for allocating revenues between the services in bundled service packages containing cable services. This will ensure that Comcast does not unfairly assign discounts to cable services in bundles so as to reduce its franchise fee payments to the member cities.
- The definition of "gross revenues" to be included in any renewal franchises is finalized and agreed upon, and broadly incorporates revenues derived directly or indirectly by Comcast and its affiliates from the operation of the cable system to provide cable services in the member cities. As written, the definition ensures that the member cities receive franchise fees on "gross" advertising revenues and that revenues from bundled service packages are allocated to cable service using a specific *pro rata* methodology. If unresolved disputes over the classification of revenues arise, the parties will

refer to GAAP, as promulgated, defined and interpreted by particular financial boards and agencies, not by Comcast. The NSCC reserves the right to challenge any use of GAAP by Comcast. This settlement provision removes an extremely important and very contentious issue from franchise renewal discussions.

- Comcast is required to maintain certain data and records for 3 years from the effective date of the Settlement Agreement that the NSCC may review to determine whether Comcast is properly and accurately allocating bundled service package revenues to cable services. This addresses the “overwriting” issue discovered during the current franchise fee review.
- Now and in any renewal franchises, Comcast is required to maintain and provide to the NSCC, upon request, all data, records and documents reasonably related to the calculation and payment of franchise fees. The renewal franchises include language requiring Comcast to make available data, documents and records maintained by affiliates and third parties, which addresses the problem of obtaining data from CSG, if necessary.
- Comcast will pay the NSCC’s franchise fee review costs, up to \$25,000, if an underpayment of 5% or more is discovered.
- Comcast will have no less than 20 days to respond to NSCC data requests, unless an extension of time is granted.
- Prior to the expiration of the current franchises, Comcast will update and operate its billing system so as to avoid imposing cable service franchise fees on persons and entities that subscribe only to non-cable services. Comcast will provide the NSCC Executive Director with written confirmation of the solution implemented, and any refunds paid to subscribers. This solution will be adopted and will be enforceable in any renewal franchises.
- Any violation of the Settlement Agreement shall be deemed a violation of the current franchises and any renewal franchises. Nothing in the Settlement Agreement should be construed to mean Comcast is in compliance with the current franchises, except for those specific issues resolved in the Settlement Agreement.
- The parties generally reserve all of their rights, powers, remedies and defenses under the current franchises and applicable laws, and regulations.
- Nothing in the Settlement Agreement can be interpreted to mean that Comcast is entitled to renewed cable franchises, and the member cities retain their discretion to grant or deny renewal franchises, and to specify the terms and conditions of any such franchises.

Settlement Agreement

This Settlement Agreement and Mutual Release is entered into this 1st day of March, 2012, between Comcast of Minnesota, Inc., a Delaware corporation, Comcast Cable Communications, LLC, a Delaware limited liability company (collectively “Comcast”) and the North Suburban Communications Commission, a municipal joint powers consortium established pursuant to Minn. Stat. § 471.59, as amended, (the “NSCC” or the “Commission”) consisting of the municipalities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview, Minnesota (hereinafter “Member Cities”). The NSCC and Comcast are collectively referred to herein as the Parties.

Recitals

WHEREAS the Member Cities have awarded cable service franchises to and entered into franchise agreements/ordinances with Comcast’s predecessors in interest to authorize the provision of cable service over a cable system (the “Franchises”); and

WHEREAS, when Comcast acquired AT&T Broadband, it agreed to comply fully with the Franchises; and

WHEREAS, as part of the past performance review specified in Section 626(a) of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 546(a) (the “Cable Act”), the Commission, on behalf of the Member Cities, commenced a franchise fee review of Comcast’s franchise fee payments for calendar years 2009 and 2010, and subsequently extended such review to 2011 with respect to the allocation of revenues within bundled service packages (the “Review Period”); and

WHEREAS in the course of the franchise fee review, a dispute arose over the extent of Comcast’s obligation to provide records, data and certifications in accordance with the terms of the Franchises, and the adequacy of Comcast’s responses to the NSCC’s written requests for records, data and certifications; and

WHEREAS, the Commission adopted Resolution 2011-04 authorizing its Executive Director to issue a Notice of Violation to Comcast; and

WHEREAS, as a result of the Commission’s determination that Comcast failed to furnish requested records, data and certifications, the NSCC issued a Notice of Violation to Comcast on November 15, 2011, which afforded the company 30 days to effect a cure (the “Notice”); and

WHEREAS, the Commission adopted Resolution 2011-05 authorizing the Commission’s Executive Committee to take all steps necessary to draw on Comcast’s letter of credit in the event Comcast remained in violation of the Member Cities’ Franchises after the expiration of the cure period stated in the Notice; and

WHEREAS, Comcast denies it was in violation of the Member Cities' Franchises; and

WHEREAS, the Commission extended the applicable cure period on multiple occasions to give Comcast sufficient time to cure the remaining violations specified in the Notice or to enter into a settlement of all outstanding issues; and

WHEREAS, Front Range Consulting, Inc., the consultant retained to conduct the franchise fee review for the Review Period, has asserted that its final review report, when completed, would set forth certain underpaid franchise fee amounts; and

WHEREAS, the Commission has incurred certain legal and consulting costs and expenses as a result of the franchise fee review and the franchise enforcement and settlement process, to date; and

WHEREAS the Parties have resolved the remaining issues set forth in the Notice for the Review Period, and wish to document the resolution herein; and

WHEREAS, the Parties also wish to document their agreement to clarify certain terms of the current Franchises and to have such clarifications incorporated into the terms and conditions of any renewed cable service franchises awarded to Comcast so as to avoid future franchise fee review disputes and to expedite the Franchise renewal process.

NOW, THEREFORE, in consideration of the promises, undertakings and mutual covenants of the Parties and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms below:

Agreement

1. Comcast voluntarily agrees to pay the Commission \$41,568.00 within fifteen (15) days of the effective date of this Agreement. This payment, which shall be in addition to all franchise fees, financial grants and any other compensation paid or owed to the Member Cities and the Commission pursuant to the Franchises and associated documents, shall be used by the Commission and/or the Member Cities for cable-related purposes. Comcast shall not treat the payment made under this paragraph as a franchise fee or a franchise-related cost for rate regulation purposes, and shall not separately itemize the payment on subscribers' bills. In addition, Comcast shall at no time assert that the payment in this paragraph is operating support for the NSCC's PEG operations, such that it may be offset from the franchise fee payments made to the Member Cities under the Franchises and any renewed cable service franchises.

2. Subject to the Commission's and Comcast's adoption and execution of this Settlement Agreement, and to Comcast's complete and continuous compliance with this Settlement Agreement, the Parties release and forever discharge each other from all claims set forth in the Notice and all franchise fee underpayment or franchise fee overpayment claims for the Review Period. The Commission hereby waives its right to

conduct any further franchise fee reviews for calendar years 2009, 2010 and 2011, provided Comcast fully complies with this Settlement Agreement. This waiver and release does not include any issues associated with Comcast's methodology of passing through to subscribers franchise fees paid on non-subscriber revenues. Except as expressly provided in this paragraph, the NSCC and the Member Cities retain all of their rights, powers, remedies and defenses under the Franchises and applicable laws, regulations, agreements, resolutions, orders, decisions and procedures, including (but not limited to) all rights and powers granted by Section 626 of the Cable Act, 47 U.S.C. § 546, and Chapter 238 of Minnesota Statutes.

3. At the request of the NSCC and its advisors, Comcast provided an accurate and representative advertising scenario example to Front Range Consulting, Inc. This example and summary, which is attached to the February 24, 2012, Chambers Certification, accurately sets forth the typical flow of revenue and fees for advertising transactions. This example and summary describes essentially all of the advertising sales transactions entered into by Comcast and its affiliates, including but not limited to NCC and Comcast Spotlight. For purposes of this paragraph, the term "affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc.

4. Since January 1, 2010, Comcast has been calculating franchise fees on video/cable service advertising sales on a single-net basis (which means excluding third-party agency fees, but including rep fees, affiliate fees, rebates and commissions earned, received or derived by affiliates such as NCC and Comcast Spotlight), instead of the prior triple-net basis (which means excluding third-party agency fees, affiliate fees, and NCC and Comcast Spotlight rep fees). The information provided by Robbin Pepper to Front Range Consulting, Inc. tracing advertising sales revenues from their inception to the general ledger for the NSCC franchise area and reconciling all such revenues to the Comcast Cable Communications, LLC "Trend Reports" is complete and accurate, and documents Comcast's proposed additional payment of franchise fees on certain advertising revenues in calendar year 2009 for settlement purposes only, as a result of moving to a "single net" basis for calculating gross revenues upon which franchise fees are paid to the NSCC's member cities.

5. Prior to the expiration of the Franchises, Comcast shall update and operate its billing system so as to ensure that persons or entities that subscribe only to non-cable service (*e.g.*, persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations. Comcast shall provide the Executive Director of the NSCC with written confirmation of the solution implemented and specify whether refunds were issued if possible.

6. The Parties agree that the definition of “gross revenues” set forth in Section 1.2.m of the Franchises:

a. incorporates all advertising revenues directly or indirectly received or derived by Comcast of Minnesota, Inc. and/or its affiliates from the operation of the cable system to provide Cable Service in the Member Cities, including (but not limited to), rep fees, affiliate fees, rebates and commissions. For purposes of this paragraph, the term “affiliates” means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc., and shall include (but not be limited to) Comcast Spotlight and NCC. The Commission understands and accepts Comcast’s assertion that the practice of including affiliate fees, rep fees, rebates and commissions in “gross revenues” began in 2010, and is ongoing. Comcast shall follow this practice, as described in this paragraph, for the remaining term of the Franchises (and any extensions) for all future franchise fee payments.

b. does not include advertising revenues and commissions that are received by persons and/or entities that are not affiliates.

c. shall include revenues from all dual- or multi-service packages containing cable service to which one or more customers in the Member Cities subscribe, in accordance with a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This methodology shall also be applied to any discounts to a bundled service package containing cable service by way of a “Bottom of the Bill” discount. This calculation shall be applied to every bundled service package containing cable service from which Comcast receives revenues in the Member Cities, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing cable service or the date any rate change is implemented for any service included in a service package that contains cable service. The NSCC may, at its sole discretion, review information retained by Comcast pursuant to this Section to determine whether Comcast is in compliance with this Settlement Agreement. For purposes of such review, Comcast agrees to retain quarterly bundled service package subscriber counts and quarterly bundled service package revenue allocation data and “package cards” for three (3) years following the date of this Settlement Agreement.

7. For purposes of Section 6 of this Settlement Agreement, the terms, phrases, words, and abbreviations used therein shall have the meaning given herein, or if no meaning is given herein the meaning set forth in the Franchises. Unless otherwise expressly stated, words not defined herein or in the Franchises shall be given the meaning set forth in applicable law and, if not defined therein, the words shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

8. During the remaining term of the Franchises, or any extensions thereto, Comcast shall maintain and provide to the Member Cities and/or the Commission, upon request, all records and data reasonably necessary to confirm the accurate payment of franchise fees as set forth in the Franchises.

9. Comcast and the NSCC will proceed in good faith to obtain written franchise renewals prior to the expiration of the current Franchises, and shall incorporate the following requirements and terms in any renewed cable service franchises to be executed by the Member Cities and Comcast, regardless of whether such franchises are awarded by the Member Cities and executed by the Member Cities and Comcast pursuant to the formal or informal renewal processes established in Section 626 of the Cable Act, 47 U.S.C. § 546:

a. Comcast and the NSCC agree that the final definition of “Gross Revenues” in any franchise renewals shall be:

“Gross Revenues” shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a cable operator of the Cable System, from the operation of Comcast’s Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use; converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales; advertising revenues received or derived by Comcast and/or its Affiliates, including but not limited to, rep fees, Affiliate fees, rebates and commissions, but excluding unaffiliated agency fees; late fees, convenience fees and administrative fees; revenues from program guides; franchise fees; and commissions from home shopping channels and other revenue sharing arrangements. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast’s Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising. Gross revenues shall not include: actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; and any taxes on

services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax.

(i) To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Comcast receives or derives revenues in the City, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing Cable Service or the date any rate change is implemented for any service included in a service package that contains Cable Service. The NSCC reserves its right to review and to challenge Comcast's calculations.

(ii) For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc. but does not include affiliated entities such as NBCU and Spectacor that are not directly or indirectly involved with the programming, use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(iii) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City and/or the Commission reserves its right to challenge Comcast's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

b. Any renewal franchises shall provide:

Comcast shall ensure that persons or entities that only subscribe to non-cable service (*e.g.*, persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations.

c. Any renewed franchise shall contain the following language concerning franchise fee reviews and audits:

(i) All franchise fee amounts paid shall be subject to audit and recomputation by the City and/or the Commission, and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. If an audit or review discloses an overpayment or underpayment of franchise fees, the City and/or the Commission shall notify Comcast of such overpayment or underpayment. The City's/Commission's audit or review expenses shall be borne by the City/Commission unless the audit or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Comcast, up to a cap of \$25,000, as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Comcast by the City/Commission of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.

(ii) The City/Commission shall have the right to inspect and to require Comcast to provide any and all data, documents and records maintained by Comcast (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Comcast) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents and data for a minimum of four (4) years. Such records include, but are not limited to, those set forth in Paragraph 6 of this March 1, 2012, Settlement Agreement for the remaining term of the obligation set forth therein.

(iii) Comcast shall have no less than twenty (20) business days to respond fully and completely to any written request for data, documents and records issued by the City/Commission, unless an extension of time is granted by the City/Commission in writing. Comcast may request an extension of the twenty (20) business day deadline applicable to a written request for data, information and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City/Commission may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Comcast in its written extension request.

(iv) In the event any franchise fee payment or recomputation amount is not made on or before the required date, Comcast shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).

(v) Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.

(vi) The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Comcast shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Comcast shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall Comcast apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

10. The Commission will pass a resolution withdrawing or rescinding the Notice, Resolution No. 2011-04 and Resolution No. 2011-05 after this Settlement Agreement has been executed by the Parties.

11. This Settlement Agreement is intended to be a binding and enforceable agreement among the Parties, and will be effective upon execution by the Parties on the date first set forth above. The Parties agree that they will execute this Settlement Agreement no later than Friday, March 30, 2012. The Parties further agree that this Agreement may be executed in multiple counterparts.

12. The Parties agree that all promises, commitments, obligations and payments set forth in Section 1 of this Settlement Agreement shall not be deemed to exceed the franchise fee cap specified in Section 622(a) of the Cable Act, 47 U.S.C. § 542(a), and shall at no time be offset against or deducted from franchise fee payments, grants or other financial support or in-kind compensation paid to the NSCC, the Member Cities and/or their designee(s) under the Franchises. In addition, all promises, commitments, obligations and payments set forth in Section 1 of this Settlement Agreement shall not be treated as costs eligible for treatment as conditions or requirements of a franchise for any purpose under 47 C.F.R. § 76.925. Comcast hereby waives any current or future right it may have to claim that any promise, commitment, obligation or payment in Section 1 herein exceeds the franchise fee cap in 47 U.S.C. § 542 or may be offset against or deducted from franchise fee payments, grants and other compensation paid to the NSCC, the Member Cities and/or their designee(s).

13. Nothing in this Settlement Agreement amends or alters the Franchises in any way, and all provisions of the Franchises as hereafter renewed or amended, remain in full force and effect and are enforceable in accordance with their terms and with applicable law.

14. Any violation of this Settlement Agreement by Comcast shall be deemed a violation of the Franchises or any renewed franchises, as appropriate, and the

Commission and/or Member Cities may invoke all rights and remedies they may have under the Franchises and any renewed Franchises. Any failure by a Member City to adopt and execute a renewal cable service franchise that contains the terms set forth in Section 9 shall not be deemed a violation of this Settlement Agreement on Comcast's part.

15. Comcast and its affiliates shall not take any action to challenge, or cause another person or entity to challenge, any provision of this Settlement Agreement as contrary to or unenforceable under applicable laws, regulations, orders and decisions, nor will they participate with any other person or entity in any such challenge.

16. Nothing in this Settlement Agreement usurps, preempts, waives or limits the Member Cities' authority to grant or deny the renewal of the Franchises currently held by Comcast, or to establish the terms and conditions of any renewal cable service franchises/ordinances.

17. Nothing in this Settlement Agreement waives, limits or modifies the Parties' rights, remedies, responsibilities and defenses under applicable laws, regulations, ordinances, agreements, orders and decisions, including but not limited to Chapter 238 of Minnesota Statutes, Section 626 of the Cable Act and the Franchises, unless otherwise expressly provided herein.

18. Nothing in this Settlement Agreement shall be construed to mean that Comcast is entitled to renewed cable service franchises.

19. Nothing in this Settlement Agreement shall be construed to mean that Comcast is in compliance with the Franchises and applicable laws and regulations except as to the franchise fee payment review for the Review Period which is hereby resolved and for which Comcast is in full compliance as to the specific issues addressed in this Agreement for the Review Period. By executing this Settlement Agreement, Comcast is not admitting that it has failed to comply with the Franchises and applicable laws and regulations.

20. The Parties agree that, other than the Member Cities, there shall be no third party beneficiaries to this Settlement Agreement. Nothing herein shall give rise to any rights or causes of action that may be enforced or brought by a third party, other than the Member Cities.

21. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their successors in interest, assigns, personal representatives and heirs.

22. This Settlement Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each party has consulted with its counsel. Each party hereto has carefully and completely read all of the terms and provisions of this Settlement Agreement.

23. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes concerning this Settlement Agreement shall be venued exclusively in a court in Minnesota.

24. This Settlement Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written term sheets, agreements, communications, drafts and understandings, whether oral or written.

Executed by:

**NORTH SUBURBAN
COMMUNICATIONS
COMMISSION**

COMCAST OF MINNESOTA, INC.

Its Chair

Region Vice President

Its Secretary

Dated: _____

Dated: _____

COMCAST CABLE COMMUNICATIONS, LLC

Region Vice President

Dated: _____

Certification of Matt Chambers

As part of the franchise fee review being conducted by the North Suburban Communications Commission ("NSCC"), Comcast of Minnesota, Inc. ("Comcast") is providing this Certification of Matthew Chambers, Vice President Finance & Accounting regarding certain financial records and responses produced during the review. The statements made herein are based upon personal knowledge at the time of this Certification and upon investigation of the matters discussed herein or information gained during my employment by Comcast and/or its affiliates and subsidiaries.

1. My name is Matthew Chambers. My business address is Comcast, 183 Inverness Drive West, Englewood, Co, 80112. I currently hold the title of Vice President Finance & Accounting.
2. I am a senior financial officer with overall responsibility for, and knowledge of, the accounting, recording and reporting of all revenues, compensation and contra expenses for Comcast Cable Communications, LLC's West Division, including Comcast, as well as the calculation and payment of franchise fees, PEG fees and taxes.
3. At the request of the NSCC and its advisors, Comcast provided an accurate and representative advertising scenario example to Front Range Consulting, Inc., a copy of which is attached here and incorporated herein.
4. I have reviewed paragraphs 3 and 4 of the Settlement Agreement between Comcast and the NSCC regarding advertising revenues and confirm they are accurate as stated.
5. I understand that the NSCC will rely on this Certification for purposes of determining whether Comcast has completely fulfilled its document and data production obligations, and for evaluating whether Comcast has paid all franchise fees owed under applicable franchise ordinances or agreements.

The foregoing statements are true and correct to the best of my knowledge and belief.

Executed this 24th day of February, 2012.

Advertising Sales Gross Revenue Example

Unaffiliated Agency

Hypothetical Assumptions

1. Client engages its Unaffiliated Agency to facilitate an Ad Buy from Comcast and the Unaffiliated Agency is entitled to a 15% Agency Fee.
2. The Unaffiliated Agency engages a Comcast Affiliate (i.e., NCC, Comcast Spotlight, etc.) to facilitate the Ad Buy with Comcast, and Comcast Affiliate (i.e., NCC, Comcast Spotlight, etc.) is entitled to a Rep Fee of 13%.
3. Comcast Affiliate (i.e., NCC, Comcast Spotlight, etc.) invoices the Unaffiliated Agency with a statement that includes the Unaffiliated Agency's 15% Agency Fee.
4. The Unaffiliated Agency invoices the Client, who then remits payment back to the Unaffiliated Agency.
5. The Unaffiliated Agency then remits payment back to Comcast Affiliate (i.e., NCC, Comcast Spotlight, etc.) less the 15% Agency Fee.
6. Comcast Affiliate (i.e., NCC, Comcast Spotlight, etc.) remits payment to Comcast less the 13% Rep Fee.
7. The Agency Fees and Rep Fees are booked as contra-revenue from the total advertising sale by Comcast.

Assuming a \$2,000 Ad Buy by Client, the transaction's net revenues subject to franchise fees would be:

Unaffiliated Agency Fee	\$300.00 ($\$2,000 * 15\%$)
Comcast Affiliate Rep Fee	\$221.00 ($\$2,000 - \$300 = \$1,700 * 13\%$)
Comcast Ad Sales	\$1,479.00 ($\$2,000 - \$300 - \221)
Resulting Net Revenues	\$1,700.00 ($\$1,479 + \221)

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**NSCC Item VII.C.
February 24, 2012**

to: Commissioners
from: Cor Wilson, Executive Director
subject: Discussion – Annual Meeting

The chair and I have had a conversation about holding an annual meeting of the members of the North Suburban Communications Commission and Access Corporation as a way of providing information about our activities and promoting our achievements and successes. We talked about inviting the city council members and the city staff with whom we work on a regular basis. We may also want to consider expanding the invitation list to include other key community groups and organizations.

We would like to have some discussion of the merits of the idea, and, if the concensus is to proceed, then we would like to have two or three volunteers for a planning committee to work with our staff to develop a more detailed proposal for consideration at a future meeting.

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**NSCC Item VII.D.
February 24, 2012**

to: Commissioners
from: Cor Wilson, Executive Director
subject: Scholarship Committee

Although the deadline for scholarship applications is not until April 13, we thought we would solicit volunteers for the committee at the March meeting.

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