

**State of New Jersey
State Treasurer**

Request for Proposals

For

**Programming and Management Services for the New Jersey
Public Broadcasting Authority Television Broadcast Network**

Issued: February 28, 2025

Request for Proposals For Programming and Management Services for the New Jersey Public Broadcasting Authority Television Broadcast Stations

1.0 PURPOSE AND INTENT

1.1 This Request for Proposals (“RFP”) is being issued by the New Jersey State Treasurer (“State Treasurer”) to solicit proposals from qualified entities (hereinafter referred to as “bidder,” “vendor,” “firm” or “respondent”) to provide programming services and related management services for all of NJPBA’s noncommercial educational public television stations currently owned by New Jersey Public Broadcasting Authority (“NJPBA”) pursuant to its Federal Communications Commission (“FCC”) licenses. The State Treasurer seeks proposals that will continue to provide at least the same level of New Jersey-focused public broadcast programming as the present operation, *i.e.*, 20 hours per week, including repeat broadcasts.

1.2 The State Treasurer seeks proposals from qualified potential bidders that will:

(a) Provide programming and related management services for NJPBA as a noncommercial educational and public broadcasting service, including the following stations (each a “Station” or collectively, the “Stations”):

- (1) WNJT(TV), Trenton, New Jersey;
- (2) WNJB (TV), New Brunswick, New Jersey;
- (3) WNJN (TV), Montclair, New Jersey;
- (4) WNJS (TV), Camden, New Jersey; and
- (5) TV Translators:
 - (a) W23EX-D, Sussex, New Jersey;
 - (b) W29EV-D, Hackettstown, New Jersey; and
 - (c) W27EC-D, Belvidere, New Jersey.

- (b) Provide high quality public broadcasting broadcast program stream(s) and generate no less than twenty (20) hours per week of customized New Jersey-centric issue-responsive programming, including, but not limited to, a weekday nightly news and public affairs program, live broadcast of the New Jersey State of the State and the annual Budget Message, live coverage of New Jersey elections, and repeat broadcasts;
- (c) Hire and manage staff (other than licensee staff) required to provide programming and related management services for the Stations;
- (d) Manage all necessary delegated tasks for the Stations, including, but not limited to financial management, on-air and other fundraising, corporate support, back office

functions, community outreach, viewer services and outreach, educational outreach and related K-12 New Jersey student education efforts, and CPB reporting and compliance, for the Stations subject to the ultimate control of the NJPBA, as well as assist NJPBA, as necessary, with station operations, CPB and FCC compliance;

- (e) Consistently improve the Stations' program quality, community image, reach (broadcast and digital), viewer services, service quality and services;
- (f) Leverage digital platforms to continue to reach audiences that do not utilize broadcast platform
- (g) Demonstrate short- and long-term sustainability of the Stations without additional funding or financial resources from NJPBA and/or State Treasurer.

NOTE: The State shall not assume any liability or responsibility for providing a subsidy in any way to the firm(s) selected to operate the Stations pursuant to this RFP for programming and related management services, including an operating subsidy or management fee, unless the bidder demonstrates to the satisfaction of the State that short- and long-term sustainability of the Stations is not possible without such subsidy and unless the State determines, in its exercise of discretion, that such subsidy is necessary and appropriate for the State. The State will not assume capital costs related to a bidder's existing or future equipment maintenance, replacement, or capital improvements other than those related to the broadcast transmission facilities owned and operated by NJPBA.

2.0 BACKGROUND

The NJPBA was created pursuant to the New Jersey Public Broadcasting Authority Act of 1968 (L. 1968, c. 405) by the New Jersey State Legislature (the "State Legislature") in response to the lack of New Jersey public affairs and cultural programming broadcasted by television and radio stations serving the citizens of the State of New Jersey (the "State").

In December 2010, the State Legislature enacted the "New Jersey Public Broadcasting System Transfer Act (L. 2010, c. 104) (the "Transfer Act"). A copy of the Transfer Act is attached hereto as Attachment A. The Transfer Act permits the State Treasurer to enter into one or more contracts for the management and operation of what was formerly known as the NJN Television Network, now known as the NJPBA Stations. The Transfer Act does not authorize the State Treasurer to sell the NJPBA's Federal Communications Commission ("FCC") noncommercial educational television broadcast licenses but does permit the State Treasurer to contract for programming and management services for the Stations.

The current contract for the management and operation of the Stations is that certain Programming and Services Agreement, dated July 1, 2011, by and between Public Media NJ, Inc. and the NJPBA (the "2011 PSA"), which is a matter of public record. The 2011 PSA is due to expire on June 30, 2026. In order to ensure an orderly transition, the State Treasurer has begun the process of identifying a qualified successor entity to contract with for a new

NJPBA Programming and Services Agreement and to assure that the successor to the 2011 PSA can fulfill the responsibilities of maintaining a New Jersey-focused public broadcasting operation.

The Transfer Act authorizes the State Treasurer to solicit proposals and to negotiate a contract to delegate responsibility for the programming and management of the Stations to one or more nonprofit corporations or other eligible entities. Pursuant to this RFP, the State Treasurer's office will receive proposals for the programming and related management services for the Stations.

The winning bidder of this RFP must be able to enter into and execute a programming and related management services agreement with the NJPBA (a "Programming and Services Agreement"). See Section 6.0 below.

3.0 TRANSFER ACT MINIMUM REQUIREMENTS

For bidders interested in providing programming and related programming management services to the Stations, there are certain minimum requirements a prospective bidder must meet as set forth in the Transfer Act:

- a. The bidder must be either (1) a nonprofit corporation, organized as an educational and charitable corporation validly existing and in good standing under the New Jersey Nonprofit Corporation Act (N.J.S.15A:1-1 et seq.) and incorporated, organized and operated in such a manner as to qualify as a nonprofit corporation under section 501 (c)(3) of the Internal Revenue Code (or any successor provision), exempt from taxation under section 501 (a) of the Internal Revenue Code (or any successor provision); or (2) any other eligible entity permitted to operate a public broadcast station under FCC rules and regulations.
- b. On or before the date of execution of the NJPBA Programming and Services Agreement, the certificate of incorporation and by-laws of the bidder must authorize the bidder to operate the FCC broadcast licenses currently assigned to the NJPBA and provide that the purposes of the entity include operation of a public broadcast system.
- c. Upon the commencement date specified in the NJPBA Programming and Services Agreement, the bidder shall provide public broadcasting programming and management services consistent with all licenses and CPB requirements, including the FCC licenses for the Stations.

PLEASE NOTE: The above is not intended as a summary of the entire Transfer Act and bidders should read the copy of the Transfer Act attached hereto as Attachment A to obtain information essential for a complete understanding of the requirements and conditions set forth in the Transfer Act.

4.0 ADVISORS TO THE STATE TREASURER

The State Treasurer has engaged Public Media Company to act as a consultant through the RFP and negotiation processes authorized by the Transfer Act. Public Media Company shall, as consultant, be acting as agent for the State Treasurer in distributing this RFP, receiving Proposals, and assisting the State Treasurer in the review and negotiation processes required to effectuate the purposes of the Transfer Act as it pertains to the Stations.

The State Treasurer will also be represented in this matter by the State Attorney General and Gray Miller Persh LLP, which has been engaged as special counsel on FCC matters.

5.0 NO REPRESENTATIONS AND WARRANTIES AS TO INFORMATION SET FORTH IN THIS RFP

Certain information concerning the NJPBA has been provided as part of this RFP in Attachment B. However, please note that Attachment B is for the convenience of the bidders only and, except as shall be specifically represented and warranted in the NJPBA Programming and Services Agreement among the parties, the State Treasurer and/or the NJPBA, in NJPBA's capacity as FCC licensee, do not and will not make any representations or warranties as to these materials, financial information, market shares, potential revenue, competitive factors, costs of operations or any other matters that are forward-looking.

Neither Public Media Company, as financial advisor to the State Treasurer, legal counsel, the State Treasurer or the NJPBA represents or warrants the accuracy of this information nor of any estimates contained herein. All documents and estimates should therefore be independently verified and confirmed by potential bidders.

The selected bidder(s) will have an opportunity, and are encouraged, to make an independent evaluation and confirmation of all such matters during the RFP process.

6.0 PROGRAMMING AND SERVICES AGREEMENT

Potential bidders should review the attached Form of NJPBA Programming and Services Agreement, attached hereto as Attachment C (the "Form PSA"), in order to understand the scope and provisions of each party's responsibilities under the agreement. The selected bidder(s) shall be required to negotiate a final NJPBA Programming and Services Agreement upon notice by the State Treasurer that they have been selected. Bidders should note in their Proposals any exceptions, objections or additions to the terms of the attached NJPBA Programming and Services Agreement.

7.0 TERM OF PROGRAMMING AND SERVICES AGREEMENT

The initial term of the NJPBA Programming and Services Agreement and any option to renew the Programming and Services Agreement shall be as set forth in the Form PSA.

8.0 REQUIRED COMPONENTS OF THE PROPOSAL

Each firm submitting a Proposal must follow the instructions contained in this RFP in preparing and submitting its Proposal. The proposing firm is advised to thoroughly read and follow all instructions. A Proposal must contain all of the information in the order and format indicated below. In addition, bidders are directed to review the Standard Terms and Conditions attached hereto as Attachment D for the various State law requirements which the selected bidders will be required to comply with upon entering into the Programming and Services Agreement. Bidders should note in their responses any exceptions, objections or additions to the Standard Terms and Conditions set forth in Attachment D and provide all required vendor forms which are located at [NJ Division of Purchase and Property - Forms](#) with their Proposal. Bidders may also include any other information, background documents or supporting materials which the bidder would like to provide in their Proposal.

8.1 Provide an executive summary of not more than one page identifying and substantiating the basis of your contention that your firm is the best qualified to provide the required services pursuant to the RFP.

8.2 Provide the name, title, business address, e-mail address, telephone number and mobile number of the individual whom the State Treasurer should contact regarding your Proposal.

8.3 Provide a brief description of your firm, its ownership structure, and its state of incorporation or formation. Describe your firm's physical presence in the State of New Jersey (if any), including the number of offices, number of employees and the type of activity conducted in the State. Also, please describe the participation of women and minorities in your firm and its organizational structure. Please indicate the percentage of your firm's governing board and management that are women and minorities.

8.4 Indicate the number and type of any noncommercial educational public TV programming streams that you intend to provide.¹

8.5 Provide supporting documentation that qualifies you as to provide programming and program related management service for a noncommercial educational public television network including:

¹ At present, NJPBA broadcasts two HD program streams.

(a) The entity or entities that would be the party to any Programming and Management Services Agreement;

(b) The ability, capacity, and authority of your entity to program, manage and operate FCC-licensed television stations;

(c) Certification of or proof that your entity is either qualified or can meet the current qualification criteria for Corporation for Public Broadcasting financial support

https://cpb.org/sites/default/files/2025_TV_CSG_General_Provisions_and_Eligibility_Criteria.pdf;

(d) 501(c)3 incorporation documentation and bylaws; or other demonstration of qualifications as a nonprofit educational corporation, as applicable or a demonstration of intent to qualify with a plan and timeline for doing so;

(e) Documentation of your entity's Board or Executive Committee support for your proposal to program and manage all of the Stations;

(f) Existing public broadcast service description/profile/mission;

(g) Proposed plans for the provision of customized New Jersey-centric issue-responsive programming, including specific amounts and types of programming, as well as a comparison of the bidder's plans with NJPBA's existing New Jersey-centric programming, which consists of six hours of news and information programming per week, including 30-minutes of a local newscast on weekdays;

(h) Proposed plans for provision of digital New Jersey-centric programming including targeted audiences, production and streaming and social media distribution plans;

(i) Annual budgets, prior three years audited financial reports, and any other financial or organizational materials you would like to provide.

8.6 Include the total value of all cash and non-cash consideration to be paid and/or reimbursed to the State Treasurer under the proposed agreement, consistent with FCC requirements for noncommercial educational stations. Such consideration may include, without limitation:

(a) Reimbursement of any or all direct or indirect operating costs for the Stations including, without limitation, utilities, tower rent, tower and operating equipment maintenance (short and long term), emergency operations, insurance, staffing, FCC compliance, and other costs, consistent with FCC requirements for

agreements to program and manage noncommercial educational broadcast stations (See the NJPBA FY2025 Budget in Appendix B for more information);

(b) Any other consideration, including non-cash and/or in-kind consideration, such as on-air spots for the State;

(c) Proposals to forgive or forgo any consideration to the State Treasurer based on services to be provided specific to the State of New Jersey, including New Jersey-centric programming and/or other services of value that may offset any cash contributions or operating cost reimbursement; and

(d) Payments to an annual capital expense reserve fund to be used to fund future capital costs for the Stations.

8.7 Include documentation that shows your entity's financial capacity to operate the Stations, in whole or in part as follows:

(a) Budget information and business modeling that includes programming streams and services (at the current level), fundraising, corporate support, grant moneys, and incorporates reimbursement for the NJPBA operating costs/revenue, as well as financial forecasting for NJPBA for the initial seven (7) years of the Term;

(b) Any intention to pursue financing/loans/grants/major donations or other funds, including:

- (1) Information on your expected sources;
- (2) Information regarding reserves;
- (3) Existing financing; and
- (4) Lines of Credit or other new financing needs.

(c) Any other information on your entity's financial capacity to program and manage the Stations which you would like to provide in your Proposal.

8.8 Describe your programming and management plans for the Stations , including, but not limited to:

(a) Studio and equipment needs and plans for use of NJPBA studios, transmission and interconnection facilities;

(b) A proposed programming grid for the Stations, including New Jersey-centric news and information programs and services;

(c) Nonbroadcast and digital engagement strategies such as mobile, online, social media, events, etc.;

(d) Quality of service for viewer services (including staffing and voicemail plans), master control and emergency alerting, with specificity regarding quality control and response time so as to comply with prevailing broadcast industry standards.

8.9 Proposed staff lists and an organizational chart, including a staffing plan for programming and management of the Stations, as well as the principals and primary contact persons in your organization to report to NJPBA and State Treasury in order to fulfill FCC-required licensee control obligations.

8.10 Address your motivation, interest and/or intention for assuming programming and management of the Stations.

8.11 Describe any partnerships, new entities, new corporations, operating contracts or other arrangements or agreements you will undertake to program and manage the Stations.

8.12 Provide any additional information you believe is important for the consideration of your Proposal.

9.0 SUBMISSION OF PROPOSALS

Communications with representatives of the State Treasurer, the NJPBA or Public Media Company by your firm or your firm's representatives concerning this RFP is NOT permitted during the term of the submission and evaluation process except as specified below. Communications regarding this RFP in any manner (except as set forth below) will result in the immediate rejection of your firm's Proposal.

The State Treasurer will accept questions pertaining to this RFP from all potential bidders electronically. Questions shall be submitted to the following email address: clyde.mingo@treas.nj.gov. Please note that the "subject" line of your email must specifically reference this RFP as follows: **"RFP for NJPBA Stations"**. Questions will be accepted via email only until 5:00 p.m. Eastern Time on March 7, 2025. Questions should be directly relevant to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP, the RFP page number and the section number to which it relates. Answers will be posted on the State Treasury website at: <https://www.nj.gov/treasury/njpba/proposal.shtml> on or before 5:00 p.m., Eastern Time on March 14, 2025.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP.

ALL RFP ADDENDA WILL BE POSTED ON THE STATE TREASURY WEBSITE AT <https://www.nj.gov/treasury/njpba/proposal.shtml>.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this RFP.

The State Treasurer reserves the right to hold oral interviews with any or all of the firms submitting Proposals. Such oral interviews, if any, will in no way change the original Proposal. If oral interviews are to be held with any or all of the firms submitting Proposals, the State Treasurer will notify such firms in a reasonable amount of time prior to such oral interview.

The State Treasurer will not be responsible for any expenses in the preparation and/or presentation of the Proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The State Treasurer reserves the right to request additional information or clarification if necessary, or to reject any and all Proposals with or without cause, and waive any irregularities or informalities in the Proposals submitted. The State Treasurer further reserves the right to make such investigations as he or she deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the State Treasurer reserves the right to re-solicit Proposals. The State Treasurer reserves the right, in his or her sole and absolute discretion, to negotiate with responding firms as determined by the State Treasurer to be in the best interests of the State and NJPBA.

Responding firms may withdraw their Proposals at any time prior to the final filing date and time, as indicated below, by written notification signed by an authorized agent of the firm(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.

The responding firm assumes the sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the Proposals are opened because of a firm's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

New Jersey Open Public Records Act. Proposals can be released to the public pursuant to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 to 13, or the common law right to access, subject to any applicable exemptions contained therein. All information submitted by a firm in response to the RFP is considered public information notwithstanding any disclaimers to the contrary submitted by a responding firm. Proprietary and confidential information, and information which, if disclosed, would give an advantage to competitors or other bidders may be exempt from public disclosure by OPRA and/or the common law. The proposal will not be subject to public disclosure until a selection notice is posted on the State Treasury's website.

As part of its proposal, a firm may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the proposal of any such designation should be clearly stated in a cover letter.

The State Treasurer reserves the right to make the determination as to what is proprietary or confidential, and/or information which, if disclosed, would give an advantage to competitors or other bidders, and will advise the responding firm accordingly. Any proprietary and/or confidential information, and information which, if disclosed, would give an advantage to competitors or other bidders in a proposal will be redacted by the State Treasurer. The State Treasurer will not honor any attempt by a responding firm to designate its entire proposal and/or prices as proprietary, confidential, as information which, if disclosed, would give an advantage to competitors or bidders, and/or to claim copyright protection for its entire proposal. Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the firm's assertion of confidentiality with which the State Treasurer, the firm shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the firm. The State Treasurer assumes no such responsibility or liability.

Proposals must be submitted by email in an MS-Word format attachment. The body of the email must include the following:

Respondent's Name
Organization's Name
Street Address or P.O. Box Number
City, State, Zip Code
RE: NJPBA Programming and Services RFP

In order to be considered for selection, the Proposal must be received by the State Treasurer at the following addresses:

Clyde Mingo
Fiscal Resources Manager
New Jersey Department of the Treasury
Email: clyde.mingo@treas.nj.gov
Phone: 609.292.6262

Proposals must be received by April 4, 2025, no later than 5:00 p.m., Eastern Time.

No faxed or hard copy Proposals will be accepted. **Proposals received after the time and date listed above will not be considered.**

10.0 TIMELINE

The dates set forth below for the Programming and Services Agreement are estimated and may change in the sole discretion of the State Treasurer as determined to be in the best interests of the State.

- February 28, 2025: NJPBA Programming and Services Agreement RFP is released.
- March 7, 2025: All questions on the NJPBA Programming and Services Agreement RFP are due by 5:00 pm Eastern Time.
- March 14, 2025: Answers to questions posted on the State Treasury website.
- April 4, 2025: NJPBA Programming and Services Agreement Proposals Due.
- April 14, 2025: NJPBA Programming and Services Agreement Proposals analyzed by PMC and legal counsel and evaluated by State Advisory Committee. Recommendations for selection of preferred bidder(s) made by State Advisory Committee to State Treasurer.
- May 15, 2025: Completion of negotiation with the preferred bidder by State Treasurer.
- June 2025: Legislative approval
- July 2025: NJPBA Board approval and execution of the Programming and Services Agreement
- July 1, 2026: Programmer(s) assumes programming and management of Stations pursuant to executed NJPBA Programming and Services Agreement approved by State Legislature.

11.0 SELECTION PROCESS

11.1 All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation.

11.2 Proposals will be reviewed and scored pursuant to the selection criteria set forth below in Section 11.3. The State Advisory Committee will be composed of staff members of the State. In addition to Public Media Company and legal counsel, the State Advisory Committee may choose to make use of the expertise of other outside consultants, if necessary.

11.3 Selection criteria will include, but not be limited, to:

- (a) Public broadcasting programming, management and distribution expertise;
- (b) Adherence to the criteria and goals included in the Transfer Act;
- (c) Demonstration of credible service, adequate staffing plan, and business models;
- (d) Fiscal impact on the NJPBA and the State of New Jersey;
- (d) Demonstrable interest on the part of the respondent's governance board;
- (e) Willingness to act quickly and be responsive, flexible and creative in negotiations and agreement drafting;
- (f) Demonstration of actionable, innovative solutions;
- (g) Solutions for the programming, broadcast and digital audience engagement, and management of all Stations;
- (h) Quality of the overall response; and
- (i) Programming solutions that offer suitable amounts of New Jersey-centric news and information programming.

11.4 The proposals will be analyzed by PMC and legal counsel and evaluated by the State Advisory Committee which shall make its recommendations to the State Treasurer.

11.5 The review of the proposals will be based upon the information provided to the State Treasurer in response to this RFP and any necessary verification of such information provided thereof. The award shall be made by written notice to those responsible bidder(s) whose Proposal(s), conforming to the RFP, will be the most advantageous to the State and NJPBA as determined by the State Treasurer in their sole and absolute discretion. The State Treasurer reserves the right to negotiate and/or request best and final offers from the selected bidder(s), as the State Treasurer may deem appropriate in their sole and absolute discretion.

11.6 Notwithstanding anything herein to the contrary, the State Treasurer has no obligation to make an award and he or she expressly reserves the right, in their sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the State Treasurer's sole judgment, is not in compliance

with the terms of the RFP or any part thereof, or which is deemed by the State Treasurer to be in the best interest of the State.

11.7 The State Treasurer reserves the right to proceed or not to proceed with this RFP, based solely on the determination of the State Treasurer or to terminate the selection process at any time.

11.8 Upon selection, the State Treasurer shall negotiate the NJPBA Programming and Services Agreement with the selected bidder.

11.9 Reserved.

11.10 Upon completion of negotiation of the NJPBA Programming and Services Agreement, it shall be submitted to the State Legislature as required by the Transfer Act. Upon the request of the State Treasurer, the selected bidder may be asked to assist in the preparation of the submittal to the State Legislature and provide any other additional support as requested in connection with the submittal to the State Legislature.

11.11 Upon the expiration of the review period for the State Legislature as required by the Transfer Act, assuming that the State Legislature does not disapprove the NJPBA Programming and Services Agreement during such period, the closing process shall be undertaken.

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**ATTACHMENT A:
COPY OF THE NEW JERSEY PUBLIC BROADCASTING SYSTEM TRANSFER
ACT**

Available electronically at: <https://www.nj.gov/treasury/njpba/proposal.shtml>

**ATTACHMENT B:
INFORMATION ON THE NJPBA STATIONS**

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SUMMARY OF KEY ASPECTS

- Effective July 1, 2011, NJPBA entered into a Programming and Services Agreement with Public Media NJ, Inc. ("PMNJ", also known as "NJ PBS"), a New Jersey non-profit corporation, to provide public television programming and services on the stations. The Authority is responsible for ensuring that PMNJ provides high quality non-commercial programming that serves the needs and interests of the citizens of New Jersey and furthers the Authority's educational objectives. The 2011 Programming and Services Agreement ("PSA") with PMNJ is due to expire on June 30, 2026.
- NJPBA is a valuable part of the advancement of New Jersey and its surrounding areas, providing vital services such as emergency broadcast service, quality local and national programming, and community/ educational initiatives.
- Currently, NJPBA owns and operates four noncommercial educational television stations and three television translators: WNJT(TV), ² WNJB(TV), WNJN(TV), ³ WNJS(TV), W23EX-D, W27EC-D, and W29EV-D (together, the "Stations"). The following map shows the coverage area of the Stations.

² Shares broadcast channel with WNJS (TV)

³ Shares broadcast channel with WNJB (TV)

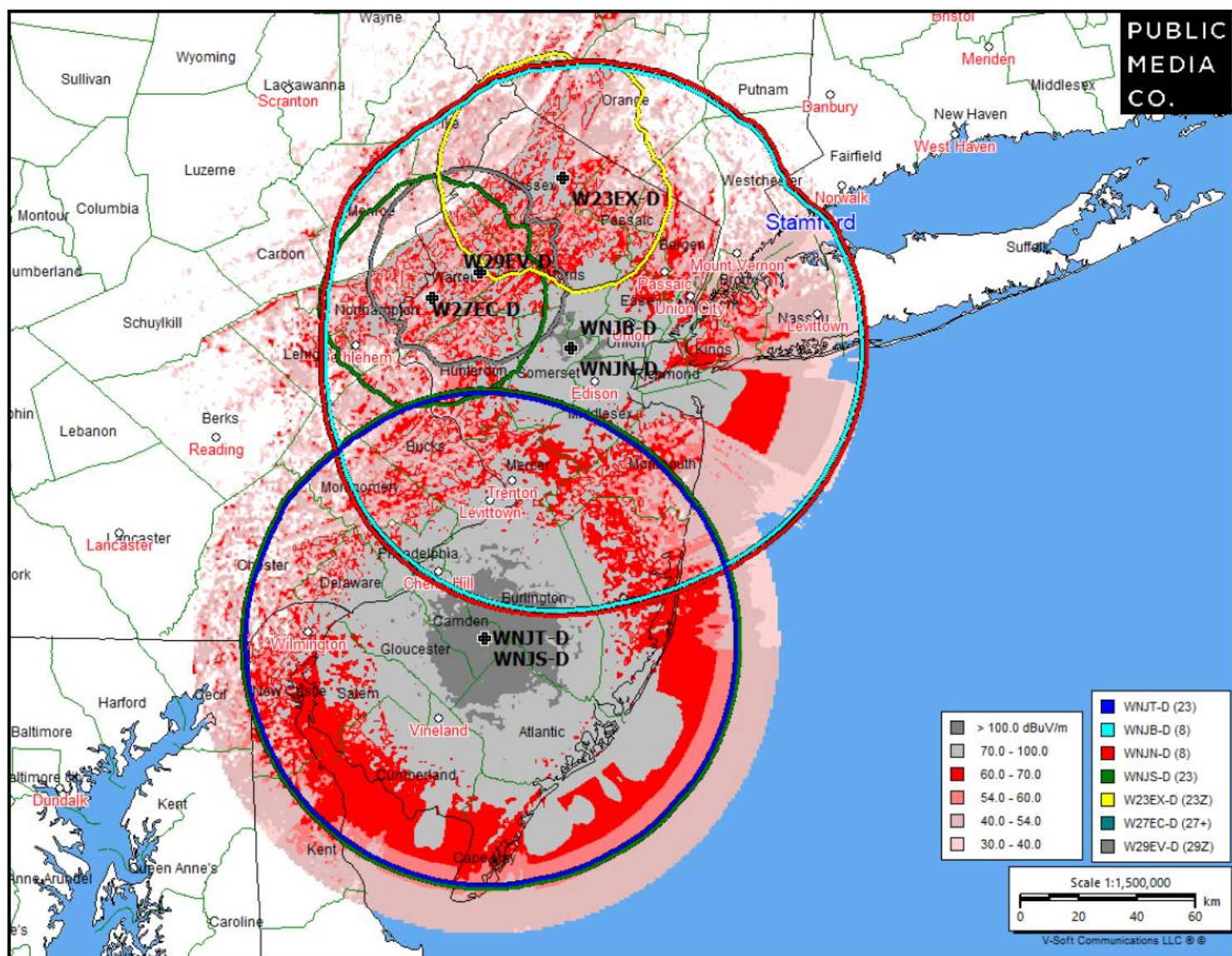


Figure 1. Coverage area map for the NJPBA Stations. The circles indicate the FCC contours, and the colored areas indicate the Longley-Rice predicted signal strength within a 100-mile radius.

- The Stations' broadcast coverage reaches over 25 million people in New Jersey and neighboring states, approximately 8% of the total U.S. population.
- From a demographic and economic perspective, the state of New Jersey offers a unique opportunity for public broadcasters. In comparison with the rest of the U.S., New Jersey's population is better educated (43% with a bachelor's degree or higher, vs. 35.0% nationwide); wealthier (median household income of \$101K vs. \$79K nationwide); more diverse (70% of whites, vs. 75% nationwide); with a slightly older population (median age of 40, vs. 39 nationwide).⁴

⁴ <https://www.census.gov/quickfacts/fact/table/NJ,US/HSG650223#HSG650223>

- The Stations' coverage area reaches two Nielsen-rated television markets (DMA, or Designated Market Areas): New York, NY (market 1) and Philadelphia, PA (market 5). As of October 2023, the New York, NY television market covers over 8.4 million and the Philadelphia, PA television market covers over 3.3 million households. The number of households are projected to grow at 0.5%/year and 0.6%/year for the New York and Philadelphia markets between 2023 and 2028 respectively.⁵
- NJ PBS airs noncommercial educational television services. During the day, the Stations carry such children's programs as Sesame Street, Arthur, Nature Cat, and Wild Kratts. In the afternoon, cooking, travel, and lifestyle shows are aired on the network. The evening spots are filled with news and information programming including such shows as NJ Spotlight, BBC News America, and One-on-One with Steve Adubato.
- NJ PBS goes beyond broadcast with a robust website that offers hundreds of hours of streaming programming, NJ Spotlight News microsite, blogs, community events calendar, free digital resources for education via PBS LearningMedia New Jersey, as well as digital-first series like *The 21 Film Series* and podcasts.
- The Stations' programming reaches over 500,000 weekly viewers over-the-air.
- NJPBA, together with PMNJ, is a \$15 million+ a year operation that derives 40% of its revenues from philanthropy (individual giving and grants) and underwriting, over 23% from rental income, 27% from the state of New Jersey (15% in direct support, 5% in indirect support, and 7% in NJPBA Trust Fund Support)⁶, and 10% from other sources (includes programming and service fees, events, royalties, and misc.).
- Between FY2020 and FY2024, underwriting revenues averaged \$1.3 million, with approximately \$700,000 coming from business underwriting and \$600,000 tied to nonprofit (foundations and other nonprofits) underwriting.
- NJ PBS generated over \$1.5 million in membership (<\$1,000) and \$350,000 in major giving (>=\$1,000) annually over the past five years.
- NJPBA received approximately 63%, or \$2,310,300, of its tower rental and radio facility lease revenues from Clearwire Spectrum Holdings ("Clearwire") during the fiscal year ended June 30, 2024.

⁵ Source: BIA Advisory Services

⁶ Note: Trust Fund Support is not a regular source of funding, and it will not continue beyond FY2025

STATION DETAILS

Currently, the NJPBA owns and operates four full-power noncommercial educational television stations and three television translators:

- (1) WNJT(TV), Trenton, New Jersey;
- (2) WNJB(TV), New Brunswick, New Jersey;
- (3) WNJN(TV), Montclair, New Jersey;
- (4) WNJS(TV), Camden, New Jersey; and
- (5) Translators:
 - (a) W23EX-D, Sussex, New Jersey;
 - (b) W29EV-D, Hackettstown, New Jersey; and
 - (c) W27EC-D, Belvidere, New Jersey.

These stations currently operate as PBS members that provide children's programs, arts, drama, documentary, other programming over-the-air (OTA) and on-demand (see "Programming Details" for more information).

WNJT(TV) & WNJS(TV)

Technical/Engineering Overview

WNJT and WNJS are channel sharing partners on digital Channel 23 and operate with 281 kilowatts (kW) of power from an antenna height above average terrain (HAAT) of 264 meters.

WNJT is licensed to Trenton, New Jersey and WNJS is licensed to Camden, New Jersey and both stations are assigned to the Philadelphia, PA TV market.

Coverage Map:

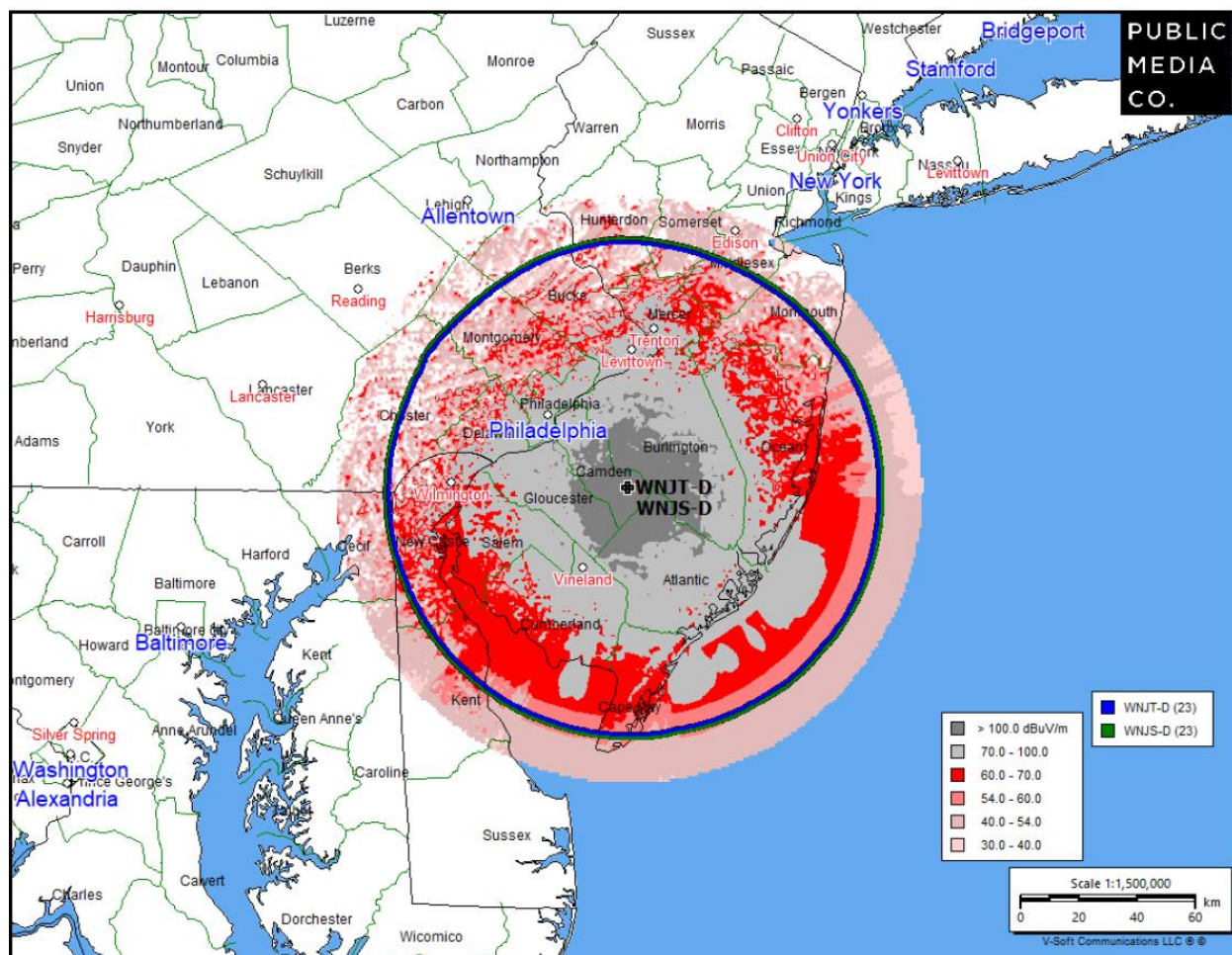


Figure 2. Coverage area map for WNJT/WNJS. The circles indicate the FCC 40dBu contours and the colored areas indicate the Longley-Rice predicted signal strength within a 100-mile radius.

WNJB(TV) & WNJN(TV)

Technical/Engineering Overview

WNJB and WNJN are channel sharing partners on digital Channel 8 and operate with 40.82 kilowatts (kW) of power from a HAAT of 218 meters.

WNJB is licensed to New Brunswick, NJ and WNJN is licensed to Montclair, New Jersey and both stations are assigned to the New York, NY TV market.

Coverage Map:

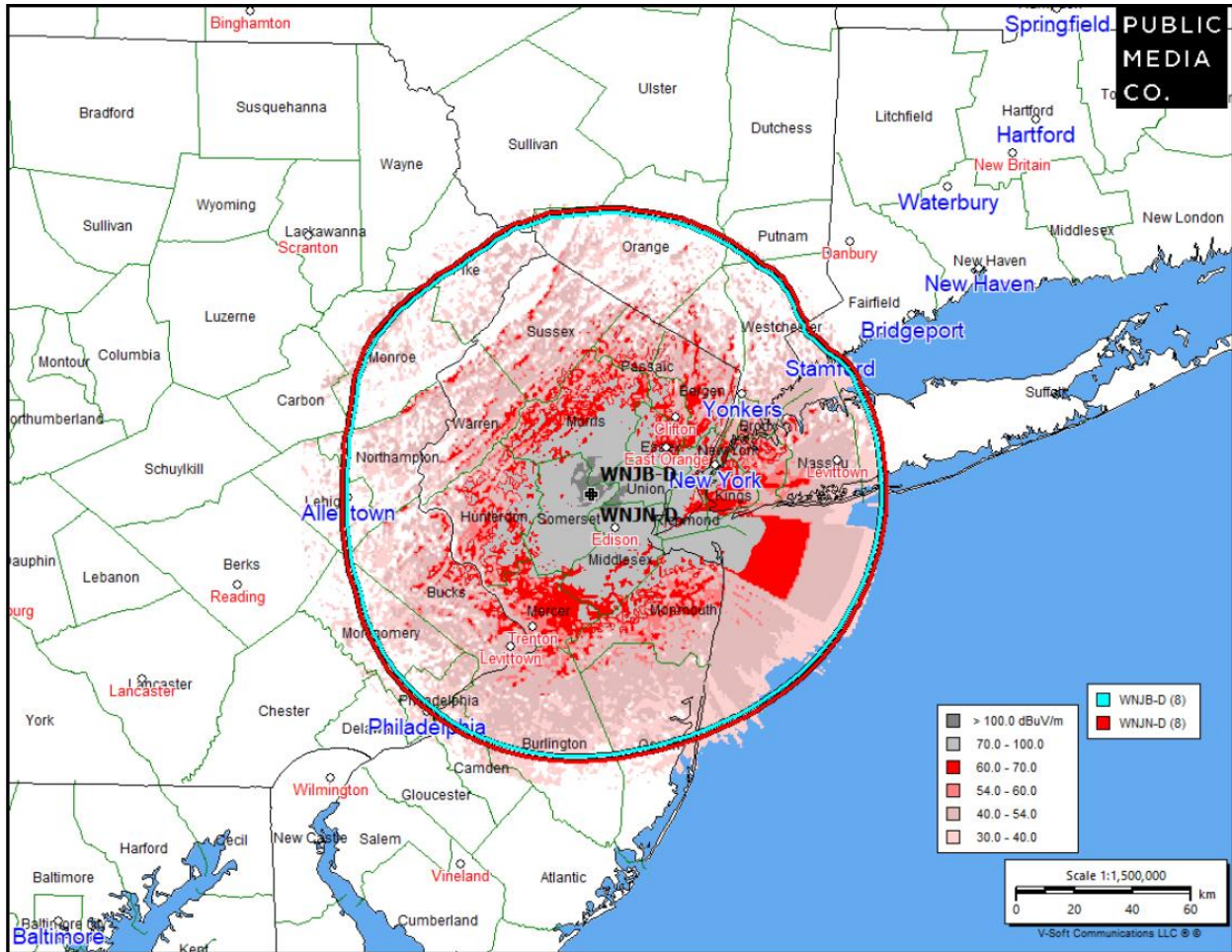


Figure 3. Coverage area map for WNJB/WNJD. The circles indicate the FCC 36dBu contours and the colored areas indicate the Longley-Rice predicted signal strength within a 100-mile radius.

TRANSLATORS: W23EX-D, W27EC, and W29EV

Technical/Engineering Overview

W23EX-D, licensed to Sussex, NJ, broadcasts on Channel 23 with 3.87 kW of ERP from an antenna HAAT of 191 meters. Within its 51 dBu contour, the station serves 313,223 people⁷.

W29EV-D, licensed to Hackettstown, NJ, broadcasts on Channel 29 with 1.5 kW of ERP from an antenna HAAT of 159 meters. Within its 51 dBu contour, the station serves 170,302 people.

W27EC-D, licensed to Belvidere, NJ, broadcasts on Channel 27 with 1.5 kW of ERP from an antenna HAAT of 248 meters. Within its 51dBu contour, the station serves 607,131 people.

⁷ Based on a Longley-Rice propagation model using 2022 US Census data. V-Soft Communications, Probe 5.

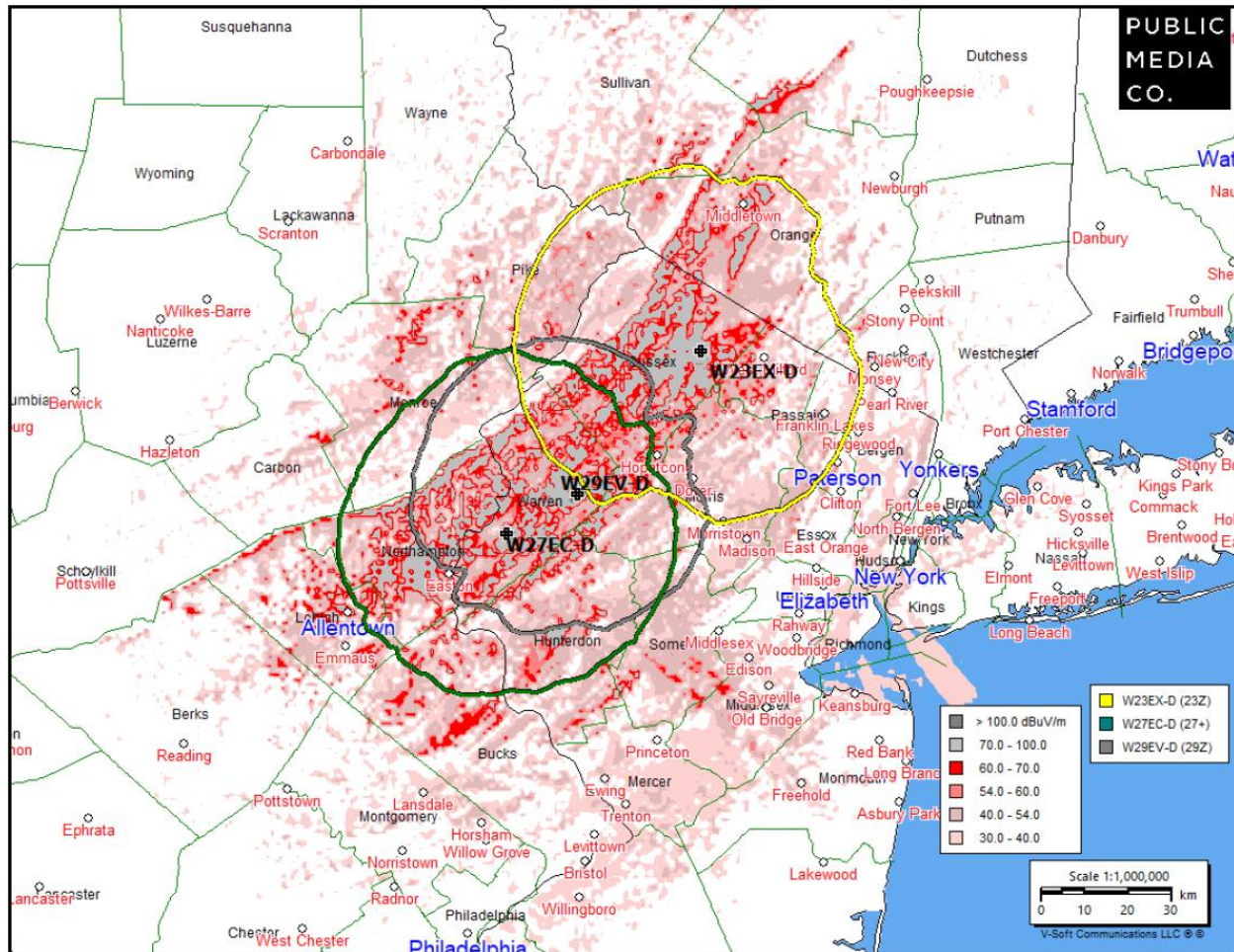
Coverage Map:

Figure 4. Coverage area map for the translators. The circles indicate the FCC 51dBu contours and the colored areas indicate the Longley-Rice predicted signal strength within a 100-mile radius.

STATION FACILITIES

STUDIOS AND OFFICE FACILITY (TRENTON OPERATIONS CENTER, TOC)

The Stations normally simulcast the same statewide-networked program feed, originating from the NJPBA Stations TOC in Trenton, New Jersey and consisting of two HD channels. The TOC is a Tier 3 technical center featuring N+1 redundancy, multiple signal distribution paths, and operational continuity during all maintenance and emergency situations.

The TOC with master control facilities, operations and executive offices, occupies a 100,000 square foot building shared with several state agencies with six stories above ground and a sub-basement containing an emergency generator and main power conditioning, switching, and power and telephone distribution equipment. The sixth floor includes a microwave and

satellite equipment room, with the rest being rooftop on which the satellite receive antennas are mounted. An approximately 60-foot-tall self-supporting studio-to-transmitter link (STL) tower, which has been inspected and in good condition, is mounted atop the sixth-floor equipment room. This facility, constructed specifically for NJPBA Stations' use in 1992, is owned by the New Jersey Department of the Treasury and is occupied by the NJPBA. The facility is located at 25 South Stockton Street, Trenton, N.J.

Capital improvements include new power conditioning units, and recent projects to replace the emergency UPS system, roof, and HVAC systems. The facility also includes a (3,000 square ft) studio with a lighting grid, dimming system and three SD cameras with studio pedestals. Facility includes a control room with video 24-input analog and digital switcher and a separate analog audio room. Video recording/storage/editing and playback are present but low-functioning due to age and obsolescence.

PROGRAM DELIVERY NETWORK

The TOC features a self-sufficient, multi-channel Master Control Room equipped with program storage, playout, branding, encoding, and EAS insertion capabilities. This enables independent operation and comprehensive control over broadcast content (if required). The TOC includes dual independent transmitter remote control systems. These systems provide monitoring and control over transmission sites, ensuring signal distribution, maintaining Quality of Service (QoS), and overseeing the environmental conditions and security of the transmitter buildings. This complete setup ensures seamless broadcast operations from content distribution to final transmission.

The Stations are connected to the TOC with an extensive, two-way, microwave relay system capable of autonomous, self-healing operations. Most of the microwave transmitters and receivers have been replaced by new Aviat microwave equipment.

The microwave STL relay system delivers the television signals from the TOC, in downtown Trenton, to the Lawrenceville transmission facility located in the northeast suburbs of Trenton, via two-way 13 GHz microwave STL.

From the Lawrenceville facility, the signal path splits north and south. The northern leg utilizes microwave intercity relay links to the WNJB, WNJN transmission facility in Warren Township. From the Warren site, a microwave intercity relay links to the Montclair transmission facility.

The southern microwave relay link leaves the Lawrenceville facility, and is relayed, via 7 GHz television intercity relay links to the Mt. Laurel (formerly Mt. Holly) microwave relay site at 1020 Briggs Road, in Mt. Laurel. From the Mt. Laurel site, the signal is again relayed via 7 GHz television intercity relay links to the WNJS, WNJT transmission facility in Waterford Township.

At the three television translator sites, W23EX-D, W27EC-D, and W29EV-D, the primary digital television program feed is received off-the-air from the associated full-power DTV transmitter and rebroadcasts NJPBA's DTV programming feed.

The microwave relay antennas and transmission line systems utilize a mix of Andrew, Mark, Cablewave, Microwave Radio, and RFS equipment. Overall, the microwave relay systems, are in good condition.

The Trenton operations center has multiple satellite receive antennas mounted atop the roof; the larger dishes have permanent roof mounts and range up to 5 meters in size, several of which are heater-equipped for snow or ice conditions. The satellite dish antennas include those by Vertex, Prodelin, and Andrew. Receivers include MPEG receivers by Arris, International Datacasting, and Sencore. The satellite receive equipment is new or in fair condition.

TRANSMITTER SITES

Lawrenceville Transmission Hub

The WNJT transmission hub is located at 301 Grover's Mill Road in Lawrence Township, Mercer County, on the northeast outskirts of Trenton near the intersection of U.S. Route 1 and I-295. This land is owned by the Division of Parks (DEP) and is currently leased by NJPBA. However, the purchase of this land by NJPBA has been in negotiation for some time and remains in negotiation. NJPBA owns the transmitter building and an 812-foot tall Stainless G-8 guyed tower structure at this site, which was constructed in 1971.

The building and tower are in fair to good condition with new HVAC, roof, security, and satellite reception systems. An emergency power upgrade project is currently underway. The tower has received guy wire upgrades and overhauled elevator and lighting systems. The antenna system for this site includes a Dielectric TUA-04-12/48H-1-R wideband antenna, approximately 1,000 feet of rigid transmission line, and a multi-station combiner. The antenna system is in good condition. Other transmitter equipment includes Sencore, Nevion and Triveni monitoring, and Access and Burk remote control systems, all of which are in fair-to-good overall condition overall.

This site performs as the NJPBA transmission hub, interconnecting all Northern and Southern facilities via microwave, and fiber circuits, to the Trenton Operations Center.

WNJS (shared)/WNJT (sharee) Transmission Site

The WNJS/WNJT transmitter site is located at 1647 Arrowhead Drive in Waterford Township, Camden County. The ownership of the land at this transmitter site continues to be in dispute. The NJPBA owns the transmitter building and an 820-foot guyed tower structure at this site, which was constructed in 1972. The WNJS/WNJT N+1 antenna system includes a

Dielectric TFU-30GBH-R 06 DC non-directional UHF pylon and a side mounted Dielectric TFU-16DSB-B. The antennas are fed by independent, motorized RF switches to separate 900-foot rigid transmission lines. The WNJS main transmitter is a 20 kW water-cooled Comark Parallax solid state UHF transmitter with GPS synchronized dual exciters. The standby transmitter is a dual exciter air-cooled 3.3 kW Hitachi-Comark ECompact. Both transmitters were installed in 2020 as part of the FCC repack. The building and tower are in fair to good condition with new HVAC, roof, security, and satellite reception systems. The tower has received guy wire upgrades and an overhauled lighting system.

An emergency power upgrade project is currently underway to replace the standby generator and UPS/Power conditioner.

WNJB (shared) /WNJN (sharee) Transmission Site

The WNJB/WNJN transmission site is located at 7 Geiger Lane, in Warren Township, Somerset County. At this site, the land, transmitter building and a 353-foot tall Stainless G-8 guyed tower structure are owned by the NJPBA. The site, including the building and tower, was originally constructed in 1971-1972. The WNJB/WNJN N+1 antenna system includes a top-mount Dielectric TVU-32GTH/6HV-R 06/S190 and a side-mounted Dielectric TLS-V4. The antennas are fed by independent, motorized RF switches to separate 400-foot transmission lines (rigid and flexible). The WNJB/WNJN main transmitter is a 10kW water-cooled Comark Parallax solid-state VHF transmitter with GPS synchronized dual exciters installed in 2020. The standby transmitter is a dual exciter, 12-kW water-cooled Thales Ultimate installed in 2003. The building and tower are in fair to good condition with new HVAC, roof, security, satellite reception, and tower lighting systems. The tower has received guy wire upgrades. An emergency power upgrade project is currently underway to replace the standby generator and UPS/Power conditioner.

Montclair Transmission Site

The land is leased at the Montclair transmission site, located at 42 Clove Road, Montclair (Little Falls), in Passaic County. The lease between the NJPBA and Montclair State University with respect to this transmitter site expired in May 2010. The NJPBA and Montclair State University are in preliminary discussions concerning a new long-term lease for this transmitter site. Currently, the NJPBA is occupying the transmitter site on a month-to-month basis under the terms of the expired lease. The NJPBA owns the transmitter building and a 567-foot tall Stainless 656-SS self-supporting tower structure at this site, which was constructed in 1973. This site currently provides backup programming from PMNJ via fiber circuits which are backhauled to TOC via microwave. The WNJN antenna system includes a Dielectric TFU-30GBH-R 08 DC non-directional DTV top-mount pylon antenna and 600 feet of rigid transmission line. The building and tower are in fair to good condition with new HVAC, roof, security, and tower lighting systems. An emergency power upgrade project is currently underway.

NJPBA Translators

All translators were converted to digital during the recent FCC repack. New transmitters, antennas, battery backup systems, and extensive monitoring and control systems were installed.

The W23EX-D translator is located on Hamburg Mountain, on land leased from the Department of Fish, Game and Wildlife and accessed via leased use of a right-of-way easement held by Service Electric Cable TV Company, leading from Sand Point Road, Hardyston Township, Sussex County, to the transmitter site. The equipment shelter and tower at this site are owned by NJPBA.

The W27EC-D translator occupies leased building and tower space at 1 Demeter Road, in Washington, New Jersey, and the W29EV-D translator occupies leased building and tower space near the intersection of Thomas Drive and Cheryl Drive, in Hackettstown, New Jersey.

The Mt. Laurel microwave relay site utilizes leased equipment shelter and tower space at 1020 Briggs Road, Mt. Laurel. The Stockton Microwave relay site leases the land and equipment shelter space from Stockton State College and owns a 90-foot tall Rohn self-supporting tower, located at 46 W. Jimmie Leeds Road, in Pomona.

Two facilities, located on Pittstown Road (County Road 615) in Frenchtown, and Hope-Blairstown Road in Blairstown utilized leased land, equipment shelter and tower space. Despite being terminated, the sites are maintained for lease purposes and for future broadcast expansion plans.

CURRENT PROGRAMMING

NJ PBS's broadcast schedule is available at <https://www.njpbs.org/schedule/>

NJ PBS's broadcast programming includes:

- *Chat Box with David Cruz*: Half-hour weekly public affairs program featuring one-on-one interviews with New Jersey newsmakers and lawmakers.
- *Classroom Close-up, NJ*: Half-hour weekly program produced by the NJEA featuring New Jersey's public school success stories.
- *Drive By History*: The half-hour series follows the investigations of host Ken Magos as he stops at local roadside history markers to explore what happened and why it still matters.
- *Drive By History: Eats*: The half-hour series finds host Ken Magos revisiting past Drive By History investigations with a focus on the food, specifically seeking recipes/menus that would appeal to today's palate.
- *Governors' Perspectives with Kent Manahan*: Interview specials featuring former New Jersey governors sharing their insight on headlining issues and leadership.

- *Here's The Story*: Half-hour monthly program that hits the road to tell the stories of unique people and places across the Garden State and beyond.
- *New Jersey Business Beat with Raven Santana*: Each week, host/NJ Spotlight News correspondent Raven Sanatana takes a deep look at the stories, trends and influencers shaping New Jersey's business landscape.
- *NJ Spotlight News with Briana Vannozzi*: Half-hour local news program concentrating on issues and news affecting New Jerseyans.
- *Table For All with Buki Elegbede*: Half-hour program that examines local culture through a food lens.
- *Pathway to Success*: Half-hour show produced by the African American Chamber of Commerce of NJ and hosted by its President/CEO John E. Harmon, Sr., spotlighting contributions of African American businesses.
- *¿Que Pasa, NJ?*: Half-hour program hosted by business leader and entrepreneur Carlos Medina, who interviews the tri-state area's rising Hispanic stars and role models and celebrates the region's rich cultural diversity.
- *Reporters Roundtable with David Cruz*: Half-hour weekly public affairs program featuring in-depth discussion with leading journalists from across the Garden State about New Jersey issues from the State House and beyond.
- *State of Affairs with Steve Adubato*: Half-hour weekly public affairs show produced by Caucus Educational Corporation featuring in-depth analysis of critical issues that affect the lives of New Jersey residents.
- *Soundcheck*: Half hour specials feature behind-the-scenes look at local music performances and venues through the lens of performance collaborations.
- *State of the Arts*: Half-hour weekly program goes on-location with creative NJ personalities and places.
- *Think Tank with Steve Adubato*: Half-hour Caucus Educational Corporation series with insightful studio interviews and discussion, tackling a range of important issues.
- *Treasures of New Jersey*: Half-hour specials profiling some of New Jersey's iconic places.
- *Special Live Coverage*: Live coverage of the Governor's State of the State and Budget addresses and more.

In addition to broadcast, the NJ PBS viewers can access the content online through its website, podcasts, and through streaming.

FINANCIAL OVERVIEW

NJPBA, together with PMNJ, is a \$15 million+ a year operation that derives 40% of its revenues from philanthropy (individual giving and grants) and underwriting, over 23% from rental income, 27% from the state of New Jersey (15% in direct support, 5% in indirect

support, and 7% in NJPBA Trust Fund Support⁸), and 10% from other (includes programming and service fees, events, royalties, and misc.) (Please refer to the audited financial statements for more information: <https://www.nj.gov/treasury/njpba/finance.shtml>). The following chart shows the composition of revenues:

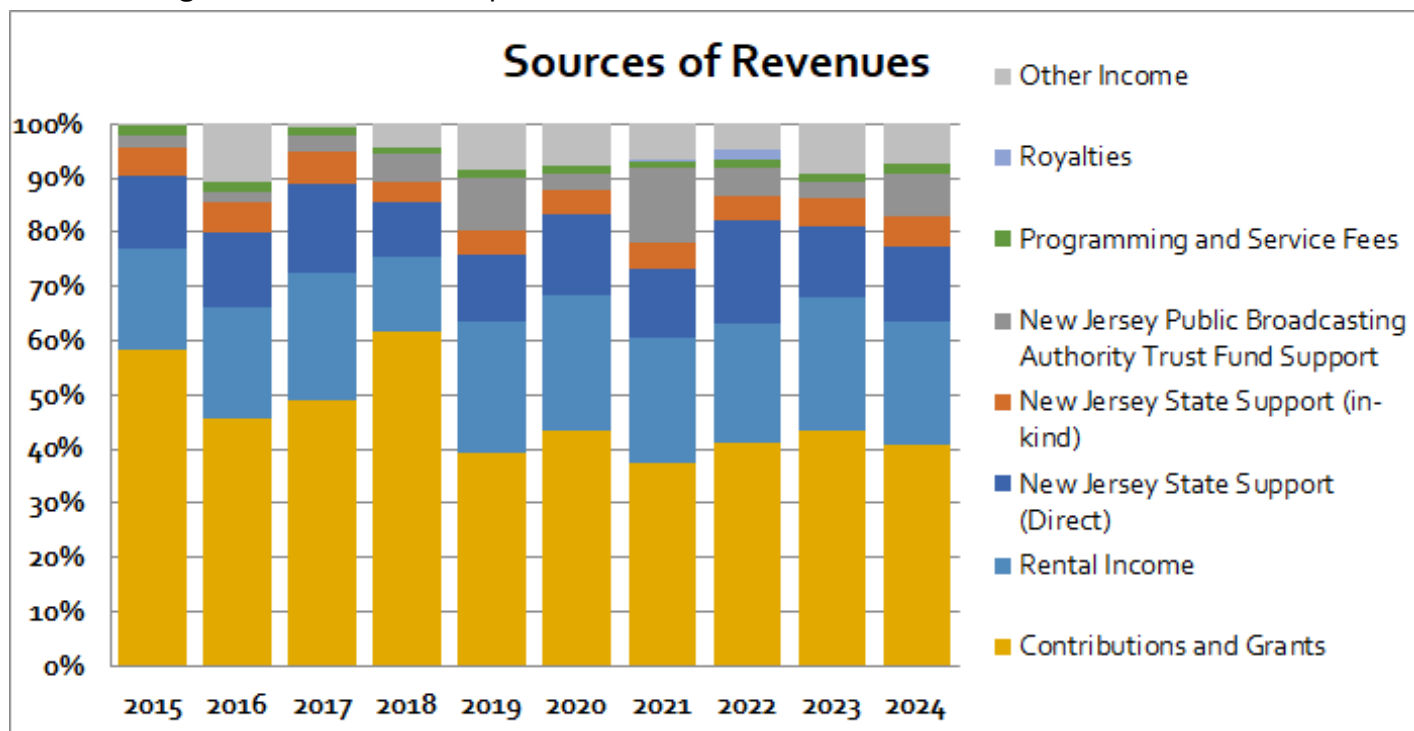


Figure 5. Sources of Revenues

NJ PBS generated over \$1.5 million in membership (<\$1,000) through 13,000+ contributors and \$350,000 in major giving (>=\$1,000) through 50+ major donors annually over the past five years. Membership is driven by over 500,000 weekly broadcast viewers, engagement through njpbs.org, streaming, video-on-demand, podcasts, and social media.

Between FY2020 and FY2024, underwriting revenues averaged \$1.3 million, with approximately \$700,000 coming from business underwriting and \$600,000 tied to nonprofit (foundations and other nonprofits) underwriting.

NJPBA received approximately 63%, or \$2,310,300, of its tower rental and radio facility lease revenues from Clearwire Spectrum Holdings (“Clearwire”) during the fiscal year ended June 30, 2024. The two leases with Clearwire expire in 2040. The Authority is also the lessor of tower rental space of antennas from various broadcasters, communication service

⁸ Note: Trust Fund Support is not a regular source of funding, and it will not continue beyond FY2025

companies, and federal agencies under leases expiring in various years through 2025.

The Authority receives support from the State, including salaries and wages as direct support and in-kind benefits and payroll taxes. The Authority also recognizes in-kind administrative support (facility management, HR and accounting) and occupancy (the Trenton facility and towers) and equipment costs and any in-kind capital asset additions from the State.

Approximately 50% of total expenses are spent on salaries and benefits, and an additional 25% is spent on programming fees and program production. The following chart shows the composition of expenses for the NJPBA operations, together with PMNJ, by main cost center:

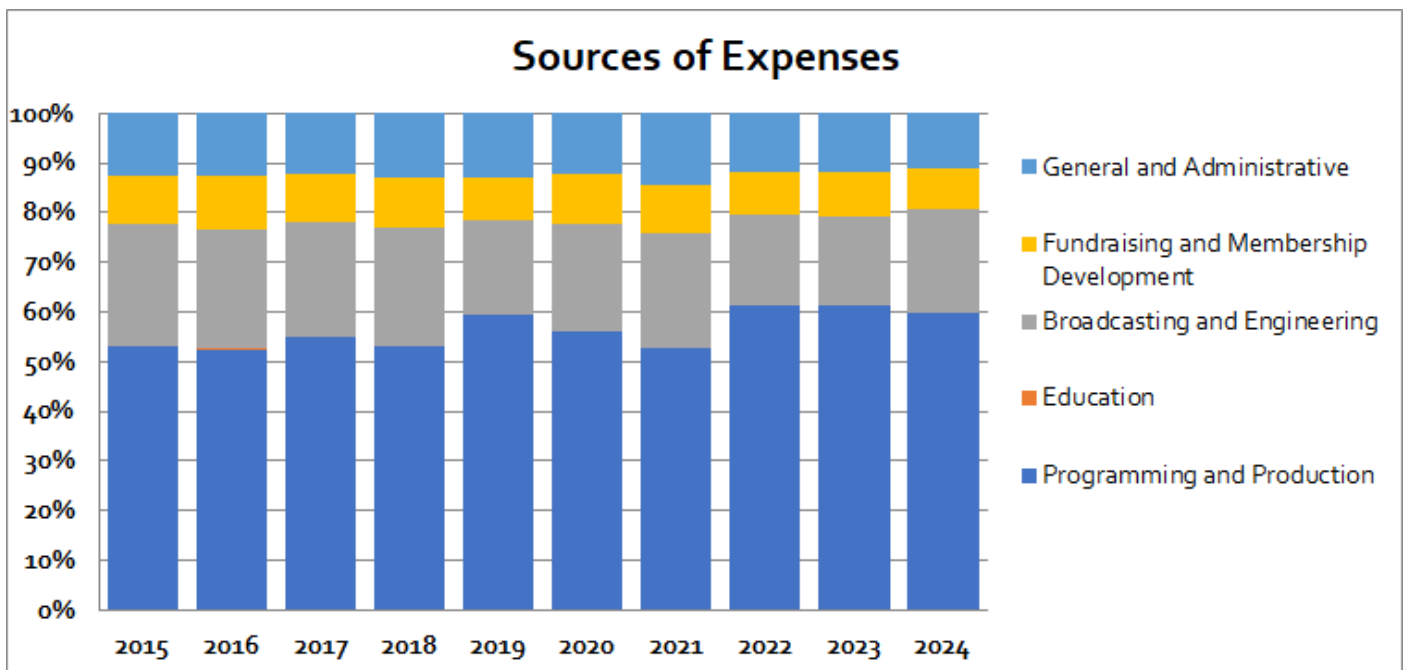


Figure 6. Sources of Expenses, including salaries and benefits

NJPBA FY2025 BUDGET

The following table shows NJPBA's, excluding PMNJ, budget for FY2025

FISCAL YEAR 2025 BUDGET OF THE AUTHORITY

REVENUES

ACCOUNT DESCRIPTION	FISCAL YEAR BUDGET
NJ State Allocation	
TOTAL	\$2,397,000

EXPENDITURES

ACCOUNT DESCRIPTION	FY25 PROPOSED BUDGET
12-Salaries	540,000
21-Printing and Office	6,000
24-Household & Clothing	1,000
25-Utilities	260,000
30-Travel	1,000
31-Telephone	135,000
32-Postage	3,500
34-Information Processing External	70,000
35-Household and Security	4,500
36-Professional Services	688,000
38-Other Services	4,000
39-Information Processing Internal	20,000
40-Maintenance Buildings & Grounds	226,000
41-Maintenance Equipment	367,000
45-Rental Central Motor Pool	7,000
47-Rental Other	14,000
76-Other Equipment	45,000
77-Information Processing Equipment	5,000
TOTAL	\$2,397,000

Figure 7. NJPBA FY2025 budget, excluding PMNJ

NJPBA CAPITAL BUDGET: 2025-2028

2025-2028 CAPITAL BUDGET OF THE AUTHORITY

Microwave Replacement System	45,000
Transmitter Power Line Conditioners	152,000
Transmitter Generator Replacement	1,200,000
Vehicle Replacement	50,000
Multi-viewer System Replacement	100,000
<hr/>	
Total	1,547,000

Figure 8. NJPBA 2025 – 2028 capital budget

ORGANIZATIONAL OVERVIEW

The New Jersey Public Broadcasting Authority is located in Trenton, New Jersey. NJPBA is an independent authority in, but not of, the Department of Treasury of the State of New Jersey. The Authority was established in 1968 under the New Jersey Public Broadcasting Act of 1968. The Authority is the Federal Communications Commission's ("FCC") licensee for seven television broadcasting stations throughout New Jersey.

Effective July 1, 2011, the Authority entered into a Programming and Services Agreement with Public Media NJ, Inc. ("PMNJ", also known as "NJ PBS"), a New Jersey non-profit corporation, to provide public television programming and services on the stations. The Authority is responsible to ensure that PMNJ provides high quality non-commercial programming that serves the needs and interests of the citizens of New Jersey and furthers the Authority's educational objectives. The programming and service agreement with PMNJ runs through June 30, 2026. The following chart shows the organization chart of NJPBA, not including PMNJ.

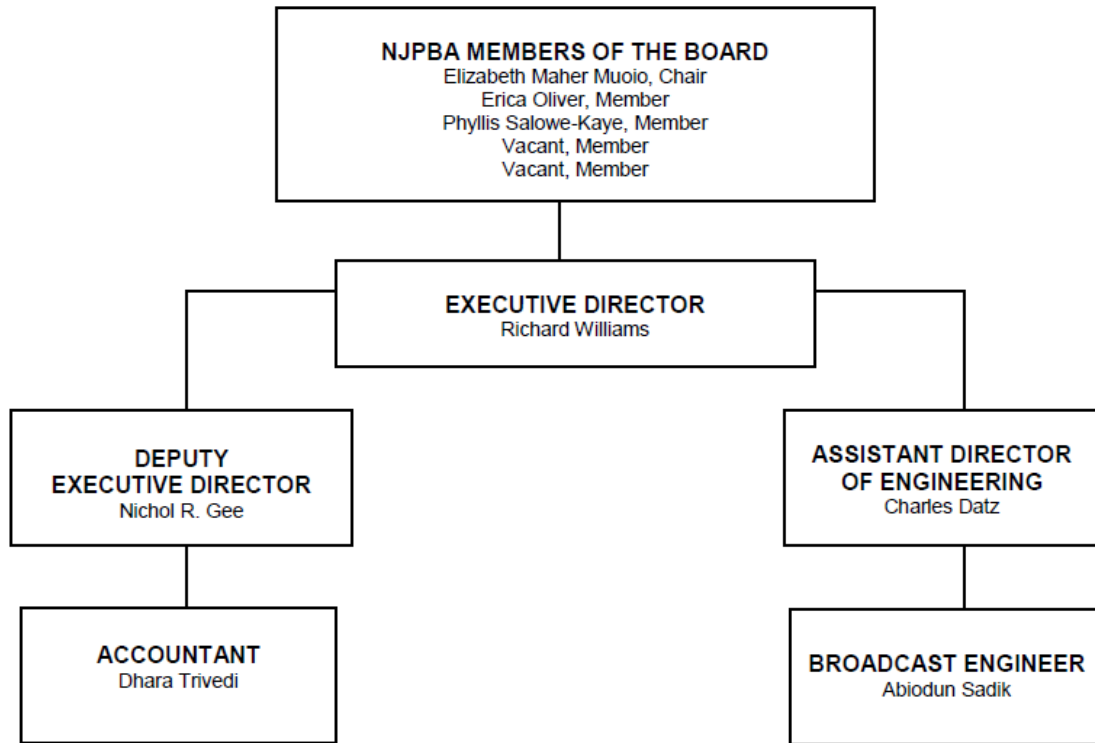


Figure 9. NJPBA organizational chart, excluding PMNJ

ATTACHMENT C:
FORM OF NJPBA PROGRAMMING AND SERVICES AGREEMENT

NJPBA PROGRAMMING AND SERVICES AGREEMENT

This NJPBA Programming and Services Agreement (“Agreement”) dated as of [Date], 2025 by and between New Jersey Public Broadcasting Authority, an independent instrumentality of the State of New Jersey allocated in, but not of, the Department of the Treasury of the State of New Jersey (“NJPBA”), and [Name of Programmer], a New Jersey [type of entity] (“Programmer”) (and, together with NJPBA, the “Parties”).

PREAMBLES

WHEREAS, NJPBA and Programmer are entering into this Agreement under the authority of and subject in all respects to all applicable provisions of the New Jersey Public Broadcasting System Transfer Act (L. 2010, c. 104) (the “Transfer Act”).

WHEREAS, NJPBA currently holds the broadcast operating assets and the FCC Licenses for certain non-commercial educational television broadcast stations (“NCETV”) and will continue to hold the operating assets and the Federal Communications Commission (“FCC”) licenses for the stations in accordance with the terms of the Transfer Act.

WHEREAS, the Transfer Act contemplated a legal structure by which all or part of the responsibility for programming and management of the State’s public broadcasting system could be delegated by contract.

WHEREAS, NJPBA desires to enter into this Agreement, in part, to secure a source of high-quality, non-commercial television programming for the stations, including New Jersey-centric television programming specifically designed to meet the needs of all the citizens of New Jersey in all regions of the State of New Jersey, and, in part, to secure management services for its NCETV stations.

WHEREAS, Programmer desires to provide certain management, operational, fundraising, educational and back-office services and high-quality, non-commercial television programming, including New Jersey-centric programming specifically designed to meet the needs of the citizens of New Jersey, on terms and conditions that conform to policies of the Transfer Act, the Communications Act of 1934, as amended (the “Communications Act”), and the rules, regulations and policies of the FCC (collectively, the “FCC Rules”).

WHEREAS, in response to the *State of New Jersey’s Request for Proposals for Operation of the New Jersey Network (NJN) Television Broadcast Network*, on March 11, 2011, WNET.ORG (“WNET”) submitted a proposal on behalf of Public Media New Jersey, Inc., (“PMNJ”) a New Jersey not-for-profit corporation to be formed. PMNJ subsequently was established, with WLIW, L.L.C. (“WLIW”), as its sole member; the sole member of WLIW is WNET. PMNJ and NJPBA executed a Programming and Services Agreement (the “2011 PSA”) dated July 1, 2011, and have since been operating pursuant to the terms of the 2011 PSA. The 2011 PSA is due to expire by its

terms on June 30, 2026.

WHEREAS, NJPBA is the owner and FCC licensee of the following non-commercial educational television broadcast stations:

<u>Station</u>	<u>Community of License</u>
WNJT(TV)	Trenton, NJ
WNJB(TV)	New Brunswick, NJ
WNJN(TV)	Montclair, NJ
WNJS(TV)	Camden, NJ
W23EX-D	Sussex, NJ
W29EV-D	Hackettstown, NJ
W27EC-D	Belvidere, NJ

together with any and all other subsequent channels, whether primary, secondary, or multicast, digital or analog, stations (collectively, the “Stations”).

WHEREAS, pursuant to the State of New Jersey’s Request for Proposals for Operation of the New Jersey Public Broadcasting System (“RFP”) on February 28, 2025, and in accordance with the Transfer Act, Programmer was selected as the winning bidder to enter into this Agreement with NJPBA.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance of such covenants, promises and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereto agree as follows:

ARTICLE I **PROGRAMMING**

1.1 **Broadcast of Programming.** Effective as of 12:01 a.m. (New Jersey time) on July 1, 2026 (the “Commencement Date”), subject to the terms and conditions of this Agreement, NJPBA shall broadcast the programming provided by Programmer, as described in greater detail in Schedule 1.1, including New Jersey-centric news and information programming (the “Programming”), on the Stations. The Programming is subject to change from time to time on notice from Programmer to NJPBA; provided that, prior to any material modification of the Programming, Programmer shall consult with NJPBA, and, to the extent NJPBA objects to any such material modification, the Parties shall negotiate in good faith over such modification to the Programming or any appropriate modification to this Agreement to reflect such modification.

1.2 **Delivery of Programming.** Programmer shall deliver the Programming via microwave signal, fiber feed or otherwise, as agreed by NJPBA and Programmer, to the NJPBA microwave “hub” site (the “NJPBA Hub”) located in Trenton, New Jersey, at Programmer’s cost and expense.

1.3 Distribution Rights; MVPD/Cable Carriage; Auxiliary Transmissions; Terms and Conditions Regarding Use of the Programming.

(1) Distribution Rights. Subject to the terms of this Agreement, NJPBA shall have the right to broadcast the Programming on the Stations and NJPBA shall cause the Stations to broadcast the Programming as provided by Programmer, in its entirety, in the order and at the time transmitted or specified by Programmer, without any intentional or willful editing, delays, alterations, interruptions, deletions, or additions, excepting: (i) news bulletins and other public announcements as may be required by emergencies or applicable law, or (ii) as provided in Article II. In no event shall NJPBA transmit, or authorize the transmission of, the Programming via any other medium, technical platform, delivery system, distribution form, or methodology now known or hereafter devised other than the Stations, including cable television, direct broadcast satellite, SMATV systems or facilities or other multichannel video programming distributors, any Internet protocol delivery system, video or audio streaming, interactive television or wireless platform in any area except as authorized by Programmer. Programmer retains, and reserves to itself, all distribution rights with respect to the Programming not expressly granted to NJPBA under this Agreement.

(2) MVPD/Cable Carriage. Programmer shall administer the Stations' relationships and agreements with any multichannel video programming distributors, including but not limited to cable systems, SMATV, open video systems and DBS systems (collectively, "MVPDs"), and shall retain any revenues that result from all such relationships and arrangements for use in the development, production, and distribution of the Programming and the performance of the Services (as defined in Article III), as provided in this Agreement. Notwithstanding anything to the contrary, NJPBA shall take all steps necessary to timely inform all MVPDs that the Stations intend to exercise their mandatory carriage rights for their primary digital channels and shall cooperate with Programmer with respect to requests for carriage of the Stations' multicast channels on MVPD platforms or otherwise. In no event shall Programmer hold itself out to anyone, including MVPDs, as the owner or licensee of the Stations.

ARTICLE II
OPERATING STANDARDS AND PROGRAMMING PRACTICES

2.1 Operating Standards.

(1) Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, as long as NJPBA remains the FCC licensee for the Stations, it will have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. As required by law, nothing contained herein shall prevent or hinder NJPBA from: (i) rejecting or refusing any Programming that NJPBA reasonably and in good faith believes to be unsatisfactory or unsuitable or contrary to the public interest or the interests of NJPBA; or (ii) substituting a program that, in NJPBA's reasonable and good faith opinion, is of greater local or national importance; provided, however, that in each such case NJPBA shall comply with the provisions of this Article II. NJPBA covenants that preemptions of Programming shall occur only to the extent that NJPBA deems it necessary to serve the public interest and to carry out its obligations as an FCC licensee, and expressly agrees that its right of preemption shall not be exercised in an arbitrary manner. NJPBA confirms that no Programming shall be deemed to be

unsatisfactory, unsuitable, or contrary to the public interest based on short term (less than one year) audience ratings or on comparisons of the programming and ratings to any other programming not of a similar type or purpose, underwriter reactions, or the availability of alternative programming that NJPBA believes to be more financially desirable. If NJPBA, for any reason, proposes to preempt or otherwise not broadcast any Programming provided by Programmer, to the extent reasonably feasible, NJPBA shall provide sufficient advance notice to Programmer of the name, length, and date and time of scheduled broadcast of the Programming to be refused or rejected, and the reasons therefore, and Programmer reserves the right to provide substitute Programming for broadcast on the Stations. Programmer may request that NJPBA broadcast any preempted Programming in an alternate time period normally occupied by other Programming.

(a) **Modification of the Programming.** Except as provided in this Article II or otherwise required by law, NJPBA shall not insert, superimpose, or add any crawls, split screens, graphics, logos, trademarks, call letters, insignia, voice-overs, MPEG data, or other material over any portion of the Programming, or degrade, edit, compress, speed up, squeeze down, delay, cherry pick, delete, clip or otherwise alter the duration, length, size, appearance, or aspect ratio of the Programming, without the prior consent of Programmer in each instance.

(2) **Technical Issues.** In the event that a technical problem lasting longer than 60 minutes affects one or more Stations, program streams delivered by the Programmer, or programming delivered to an MVPD, the Programmer must immediately notify NJPBA. The Programmer is also required to make an on-air and web announcement acknowledging the problem and explaining the corrective actions being taken. Programmer shall collaborate with NJPBA to meet FCC reporting requirements in the event that the severity of the technical issue necessitates such measures. Upon request, Programmer shall identify staff members with primary responsibility for supporting Station programming and Station viewers. Programmer shall ensure that its master control operations automatically alerts operators to errors in the programming and distribution streams for the Stations.

2.2 **Station Identification and Other Required Announcements.** Programmer shall include station identification announcements within the Programming that comply with Sections 73.1201 and 74.738 of the FCC Rules while the Stations are on the air and shall identify NJPBA as the licensee of the Stations in such station identification announcements. Upon prior request from NJPBA, Programmer shall include within the Programming other announcements regarding the Stations as required from time to time by the FCC.

2.3 **Emergency Alert System.** Programmer shall be responsible for ensuring that all Emergency Alert System (“EAS”) equipment in the program chain is operational and fully compliant with FCC rules. Programmer shall include any required EAS or other emergency information to be broadcast by the Stations within the Programming.

2.4 **Program Funding.** The Parties agree and understand that Programmer’s efforts to develop and schedule the Programming and provide the Services (as defined in Article III) pursuant to this Agreement shall be subject to the financial revenue generated through Station-related grants and Programmer’s fundraising efforts contemplated in this Agreement.

2.5 **Compliance with Laws.** The Parties shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Programmer shall provide sufficient Programming, including New Jersey centric programming, that complies with and satisfies the requirements of the FCC Rules regarding locally originated programming, issue-responsive programming and programming meeting the public interest standards of the FCC. NJPBA and Programmer shall consult with respect to the Programming and to determine the needs and interests of the community with regard to issue-oriented programming, including the New Jersey-centric nature of the Programming. NJPBA shall maintain all necessary FCC licenses in good standing from the date of this Agreement and throughout the Term.

2.6 **Contractor to the State of New Jersey.** Programmer acknowledges that Programmer is providing the Programming and services in this Agreement as a contractor to an agency and instrumentality of the State of New Jersey. In providing services hereunder, Programmer shall comply with all applicable provisions of federal law and New Jersey law and regulations, including without limitation, the New Jersey Public Broadcasting Authority Act of 1968 (L. 1968, c. 405), as amended by the Transfer Act, and, as indicated in Schedule 2.6, the Standard Terms and Conditions for contractors of the State of New Jersey for the New Jersey Public Broadcasting System, in each case, as amended or supplemented from time to time.

ARTICLE III **Programmer Services**

Programmer will provide certain operational, fundraising and back-office services (the “Services”) as follows:

3.1 **Public Media Services.** Programmer shall provide all necessary Services for NJPBA to operate the Stations as public broadcast stations serving residents of the State of New Jersey and surrounding areas, including, but not limited to financial management, on-air and other fundraising, corporate support, back office functions, community outreach, viewer services and outreach, educational outreach and related K-12 New Jersey student education efforts, and Corporation for Public Broadcasting (“CPB”) reporting and compliance, subject to the ultimate control of the NJPBA. Programmer shall assist NJPBA, as necessary, with other public broadcasting operational matters, upon delegation and request, including CPB and FCC compliance.

3.2 **Grants.** NJPBA shall cooperate with Programmer in applying for grants, awards, contributions, donations, bequests, devises, legacies or other property or monies (hereinafter collectively referred to as “Grants,” regardless of nomenclature), for the use or benefit of the Stations and the production and acquisition of programming, including Programmer Programming, including, but not limited to, CPB Grants, Next Generation Warning System (“NGWS”) Grants, and any other Grants applied for or received in the name of NJPBA and intended for the use and benefit of the Stations and for the development of Programming, provided that: (i) Programmer drafts for NJPBA’s review and approval all applications or other documentation required by such Grants; and (ii) Programmer agrees to the terms and conditions of, and serves as fiscal agent for, such Grants. Schedule 3.2 sets forth certain reporting requirements with respect to the Grants and other matters and is hereby incorporated by reference. In the event that NJPBA has funds to remit to Programmer in connection with this Agreement, whether received through Grants or otherwise,

and Programmer has not delivered the reports required by Schedules 3.2 and 3.9, NJPBA may retain such funds until such time as NJPBA has received all required reports from Programmer.

3.3 **Fundraising.**

(a) Programmer shall conduct fundraising activities for the benefit of the Stations and the production and acquisition of programming, including but not limited to development initiatives, email or text solicitations, and program underwriting, in such manner as to seek to raise sufficient funds for Programmer to produce its Programming and to fulfill the Services provided for in this Agreement in continuing consultation with NJPBA staff. Programmer's outreach efforts must be directly connected to the NJPBA-licensed Stations, unless Programmer can demonstrate that an outreach effort that combines multiple entities would directly benefit the NJPBA licensed Stations. Programmer shall conduct all fundraising so as to comply with the rules and policies of the FCC applicable to noncommercial educational broadcast stations, including (with specificity) Section 73.621(d) of the FCC Rules, and with IRS requirements for documentation of charitable contributions. Schedule 3.2 sets forth certain reporting requirements with respect to the fundraising.

(b) All amounts contributed in response to on-air solicitations or fundraising drives through other means such as email, text or canvassing on any one or more of the Stations shall be accounted for by Programmer and reported to NJPBA. NJPBA will retain ultimate control of these funds but, as a contractual matter, commits to using them in the first instance to pay Programmer (or to allow Programmer to retain the funds) for use solely to fund the production and acquisition of the Programming for the Stations. For the avoidance of doubt, NJPBA appoints Programmer to receive such amounts from on-air solicitations and fundraising drives, as well as major giving and planned giving, as fiscal agent for NJPBA, solely to raise support for the Stations, in accordance with prevailing public broadcasting industry standards and FCC requirements, and NJPBA directs Programmer to use such amounts solely to produce and acquire the Programming and provide Services for the Stations, it being understood by the Parties that one of the primary purposes for the Agreement is the continued provision of Programming that serves the needs and interests of the Stations' communities of license in New Jersey.

(c) All funds received with donor restrictions on use, and all grants with conditions or restrictions, shall be separately accounted for and expended solely for purposes consistent with the applicable donor restriction.

3.4 **Viewer Services.** Programmer shall receive, and use reasonable efforts to respond promptly to, any and all mail, e-mail, facsimiles, voicemails, or telephone calls received by the Stations in connection with the Programming or the Stations. Programmer shall provide sufficient customer management systems and staff for industry-standard viewer services. Programmer shall provide, at a minimum, a voicemail system for viewer services and shall respond promptly to any voicemails left on the system and shall notify NJPBA periodically of all viewer communications with regard to the Programming. Programmer shall promptly advise NJPBA of any FCC complaint or inquiry made known to Programmer concerning the Programming or the Stations and shall provide copies to NJPBA of any such FCC complaints in Programmer's possession. Programmer shall cooperate with NJPBA in responding to any and all inquiries or communications received from the FCC that relate to the Programming or the Services.

3.5 **Website Creation and Maintenance.** During the Term of this Agreement, Programmer shall develop, maintain, and operate an Internet website (the “Website”), and other digital presences consistent with public broadcasting standards (e.g., a Facebook page, a LinkedIn group, a mobile website, an app, etc.), for any and all media platforms and distribution technology(ies), whether now known or hereafter developed (“Other Digital Presence(s)”), associated with the Programming and/or the Stations during the Term of this Agreement. NJPBA grants to Programmer a license during the Term of this Agreement on a royalty-free basis to use any of the content or material owned by or licensed to NJPBA on the Website and/or applicable Other Digital Presence(s). Programmer shall stream the Programming in full or in part via the Website and/or applicable Other Digital Presence(s). Programmer shall be entitled to retain all revenue derived from the Website and any Other Digital Presence(s) Programmer creates, including, without limitation, all revenue derived from the transmission of Programming thereby. To the extent that any Programming to be streamed via the Website and/or made available via any Other Digital Presence(s) is NJPBA Programming (as defined on Schedule 1.1), NJPBA shall grant to Programmer all necessary rights and authorizations to stream the NJPBA Programming via the Website and make it available via any Other Digital Presence(s) at no cost, but only to the extent that NJPBA then-possesses the right to authorize the streaming or other use by Programmer of such NJPBA Programming at no cost.

3.6 **Donor Lists.** NJPBA will provide Programmer copies of all membership and underwriting records (“Donor Lists”) consistent with CPB requirements. During the Term of this Agreement, Programmer shall use and update the Donor Lists in accordance with CPB requirements to conduct fundraising activities for the benefit of the Stations and the production of the Programming. Programmer shall return the Donor Lists to the NJPBA within ten (10) business days of the expiration of the Term or earlier termination of this Agreement.

3.7 **Assistance with Regulatory Submissions.** Programmer shall provide NJPBA with assistance in the preparation and filing of all periodic reports to governmental and regulatory agencies, including reports required to be prepared or filed pursuant to the rules and regulations of the FCC or CPB, with Programmer providing the first draft of all such reports for NJPBA’s review. For purposes of clarity, NJBPA shall have sole responsibility for the maintenance of the Stations’ online public inspection file(s) as required by Section 73.3527 of the FCC Rules, provided that Programmer shall assist with the maintenance of such file(s) and shall provide to NJPBA all items in Programmer’s possession that belong in such file(s).

3.8 **Standards of Conduct and Accessibility of Programmer Records.**

(a) Except as otherwise provided herein, Programmer shall perform the Services on behalf of NJPBA and the Stations in a commercially reasonable manner, and consistent with the standards of care as are customary in the public broadcasting industry and with the standard of care employed by Programmer or its affiliates in the business and operations of the NCETV stations owned or programmed by Programmer or its affiliates. Programmer shall maintain records with respect to the Services, including Grants and fundraising, and the Programming, as are customary in the public broadcasting industry. Schedule 3.2 sets forth certain reporting requirements with respect to the Services, including Grants and fundraising, and the Programming, which are hereby incorporated by reference, and Programmer hereby agrees to prepare and deliver such reports to NJPBA. NJPBA and its accountants, attorneys and agents shall,

upon reasonable notice, have full right of access to books and records related to the Services and Programming at reasonable times during the term of this Agreement for any other purpose that NJPBA, in its reasonable discretion, shall deem necessary or advisable. A designated senior level executive of Programmer shall be available, at reasonable times, to NJPBA or any of its agents or representatives, provided that such requests are not disruptive of the operations of Programmer.

(b) At the request of NJPBA, Programmer shall permit a certified public accountant or a person possessing similar professional status or associated with a national independent accounting firm or another accounting firm reasonably acceptable to both parties, to examine those books and records which are directly pertinent to the provisions of this Agreement during regular business hours and upon reasonable notice. All such examinations may not (i) be conducted for any period more than three (3) years after the end of such period, or (ii) be conducted more than twice in any consecutive twelve (12) month period. The cost of such audit(s) shall be borne by NJPBA, unless the audit reveals a material violation of the terms of this Agreement, in which case Programmer shall bear, or reimburse NJPBA for, the cost of the audit relating to such material violation. This Section 3.8 shall survive the termination or expiration of the Term of this Agreement for a period of eighteen (18) months following the effective date of expiration of the Term or termination of this Agreement.

3.9 **Periodic Reports.** Programmer shall provide NJPBA, on an annual basis, with the reports described in Schedule 3.9.

ARTICLE IV **RESPONSIBILITY FOR EXPENSES**

4.1 **Programmer's Expenses.** Programmer shall be responsible for the costs associated with the production, development, promotion, and delivery of the Programming as provided in this Agreement and for the costs it incurs through the provision of the Services contemplated herein, such expenses to be offset in whole or in part by revenue derived from Grants, fundraising, and other Services provided by Programmer under this Agreement. Programmer's obligations with regard to the production of Programming and certain Services are as set forth on Schedule 1.1, which is hereby incorporated by reference. Recognizing that Programmer may engage other parties to assist in the provision of Programming or Services under this Agreement, the Parties agree that any agreement or arrangement between Programmer and a third party, related party, or affiliate, and their affiliates, with respect to the Services, the Programming or allocations based on overhead, shall be on no less than commercially reasonable terms.

4.2 **NJPBA's Expenses.** Programmer shall reimburse NJPBA on an annual basis (with payment made before NJPBA's fiscal year-end) for all reasonable costs associated with the operation and the maintenance of the technical facilities of the Stations, for fulfilling its FCC licensing requirements, and any other costs incurred to adhere to its obligations and duties under this Agreement, to the full extent permitted by the FCC's policies for NCETV stations. A good faith estimate of such annual costs for State Fiscal Year 2025 is set forth in Schedule 4.2.

ARTICLE V

OPERATION OF THE STATIONS

5.1 **Control of the Stations.** Notwithstanding any provision of this Agreement to the contrary, NJPBA shall retain full control over the operation of the Stations, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities, and compliance with the Communications Act, FCC Rules and all other applicable federal, state, or local laws in effect from time to time, including, without limitation, the right to accept or reject any Programming provided by Programmer in accordance with the provisions of Section 2.1 and the FCC Rules. Nothing contained herein shall give Programmer any right to control the management, programming, finances, editorial policies, NJPBA personnel, Station facilities, or any other matter relating to the Stations, except as otherwise provided in Section 1.1, Section 1.3, and Article III of this Agreement. The arrangements for services contemplated herein do not constitute a partnership, joint venture, or agency relationship among the Parties or the Stations.

5.2 **Challenge to Agreement.** If this Agreement is challenged in whole or in part by or before the FCC or in another administrative or judicial forum, the Parties shall jointly defend the Agreement and their respective performance hereunder throughout all such proceedings. In the event that any provision of this Agreement or the application thereof to any person, entity, or circumstances shall be deemed invalid or unenforceable to any extent, by any court, administrative agency, or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that, if such invalidity or unenforceability should change the basic economic positions of the Parties, the Parties shall negotiate in good faith such changes and other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the court, administrative agency, or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on NJPBA or Programmer (or any of their respective affiliates), or in the event the Parties are unable to reach an agreement as to how to reform the Agreement, such failure to agree or obtain approval shall not be deemed an event of default by either party hereunder.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Representations and Warranties.

(a) **NJPBA Representations and Warranties.** NJPBA represents and warrants to Programmer that:

(1) NJPBA is an independent instrumentality of the State of New Jersey allocated in, but not of, the Department of the Treasury of the State of New Jersey and has full power and authority to conduct its business as currently conducted and to enter into and perform this Agreement.

(2) NJPBA has all requisite power and authority under its organizational documents and enabling statutes to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by NJPBA, hereunder and thereunder. The execution, delivery, and performance of this Agreement by NJPBA have been duly authorized by all necessary action on the part of NJPBA and pursuant to the Transfer Act. This Agreement has been duly executed and delivered by NJPBA and constitutes the legal, valid, and binding obligation of NJPBA, enforceable against NJPBA in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar legal requirements affecting creditors' rights generally, by judicial discretion in the enforcement of equitable remedies.

(3) NJPBA holds all licenses, permits and other authorizations required by the FCC or any other governmental agency for the lawful operation of the Stations in the manner and to the extent the Stations are currently conducted in all material respects, and all material licenses, permits and other authorizations are valid and are in full force and effect in all material respects, and none of such material licenses, permits and other authorizations are subject to any restriction or condition that would limit the operations of the Stations as currently conducted except for restrictions or conditions stated on the licenses or generally applicable to the broadcast industry. There is not now pending, or to the best of NJPBA's knowledge, threatened in writing, any action by or before the FCC or any other governmental agency to revoke, cancel, suspend, refuse to renew, or modify adversely any of those material licenses, permits and other authorizations. NJPBA is, and the operations of the Stations are, in compliance in all material respects with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC.

(b) Programmer Representations and Warranties. Programmer represents and warrants to NJPBA that:

(1) Programmer is a [type of entity] duly formed, validly existing, and in good standing under the laws of the State of New Jersey; [if appropriate: is preparing and will promptly file and pursue with the Internal Revenue Service an IRS Form 1023 Application to obtain status as a 501(c)(3) organization]; and has full power and authority to conduct its business and to enter into and perform this Agreement.

(2) Programmer has all requisite power and authority under its organizational documents to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder and thereunder. The execution, delivery, and performance of this Agreement by Programmer have been duly authorized by all necessary action on the part of Programmer. This Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar legal requirements affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

(3) There exists no event or circumstance within the control of

Programmer or to the knowledge of Programmer which precludes or prohibits Programmer from performing its obligations under this Agreement.

(4) No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any governmental authority on the part of Programmer is required in connection with the execution, delivery, and performance of this Agreement.

(5) A majority of Programmer's governing board are residents of the State of New Jersey.

6.2 **NJPBA Covenants.** NJPBA covenants and agrees that:

(a) The Stations shall be operated, during the Term, in compliance in all material respects with the FCC Rules and with all material local, state and federal laws governing the businesses and operations of the Stations. NJPBA shall have available one or more qualified engineer(s) who shall be responsible for supervising the transmission facilities of the Stations, one of whom shall be designated as a Chief Operator, as that term is defined by the FCC Rules, who shall be responsible for ensuring compliance in all material respects by the Stations with the technical operating and reporting requirements established by the FCC.

(b) NJPBA shall maintain in all material respect the Stations' transmission equipment and facilities, including the NJPBA Hub and the antennas, transmitters, and transmission lines, and all necessary auxiliary facilities, and provide for the delivery of electrical power and other necessary utility services to the Stations transmitting facilities at all times in order to ensure operations of the Stations. NJPBA shall use commercially reasonable efforts to provide at least twenty-four (24) hours prior notice to Programmer in advance of any maintenance work affecting the operations of the Stations, and to schedule any such maintenance work at times between the hours of 12 a.m. to 6:00 a.m. (New Jersey time). NJPBA shall undertake such repairs as are necessary to maintain full-time operation of the Stations with their maximum authorized facilities as expeditiously as possible following the occurrence of loss or damage. If Programmer needs to obtain use of a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming to the NJPBA Hub or otherwise to facilitate the performance of its obligations under this Agreement, NJPBA will cooperate reasonably with Programmer to file any required applications for such authority at Programmer's sole cost and expense.

(c) Subject to the terms of Article II, NJPBA shall carry, air, and otherwise distribute the Programming in accordance with and subject to the terms and conditions set forth in this Agreement and shall maintain the Stations' Licenses in full force and effect to the extent necessary to permit the broadcast of the Programming on the Stations.

(d) NJPBA shall not, without Programmer's consent, knowingly authorize or cause or knowingly permit any portion of the Programming to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for broadcast on the Stations at the time the same is made available as provided in Article I.

(e) NJPBA shall not, without Programmer's prior written approval, use for

commercial purposes, the names, titles, or logos of any of Programmer's programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, except if such use is for or in connection with the promotion of the Stations.

(f) NJPBA will cause to be issued to Programmer, and will maintain in effect throughout the Term of this Agreement, a certificate of property insurance covering full replacement of loss or damage due to casualty to the facilities and properties of the Stations in the amount of not less than Fifty Million Dollars (\$50,000,000) per occurrence.

(g) NJPBA retains and shall have sole responsibility for any obligations, claims, causes of action, or liabilities resulting from the broadcast by NJPBA as contemplated in Section 1.3(a) of this Agreement, of any Evergreen NJPBA Programming (as defined on Schedule 6.2(g)), including, but not limited to, the extent that such actions violate or infringe: (i) any right, whether intellectual property or otherwise, of any third party, or (ii) any applicable law, rule or regulation. NJPBA shall cause its media liability insurance policy, as it relates to NJPBA Programming, including, but not limited to, Evergreen NJPBA Programming, to be modified to include Programmer as additional insured and shall maintain such insurance coverage at materially the same levels throughout the Term of this Agreement.

(h) As between the Parties, NJPBA retains and shall have sole responsibility for any obligations, claims, causes of action, or liabilities resulting from the ownership or operation of the Stations prior to the Commencement Date.

6.3 **Programmer Covenants.** Programmer covenants and agrees that:

(a) Subject to applicable FCC Rules and the approval, oversight, review, supervision, and ultimate control of NJPBA, Programmer shall provide the Programming and perform or cause to be performed all tasks necessary or appropriate in connection with the Services to be provided pursuant to this Agreement in a commercially reasonable manner, and consistent with the same standard of care as adhered to by Programmer or its affiliates in the operation of the NCETV stations licensed to them, if any.

(b) Programmer will maintain insurance coverage substantially similar to the types and in the amounts provided in Section 3.2 of the Standard Terms and Conditions attached to Schedule 2.6, with a deductible of no more than \$25,000. Such insurance coverage will name NJPBA as an additional insured and will contain a provision that such insurance coverage shall not be cancellable for any reason except after 60 days written notice to the Treasurer of the State of New Jersey. Programmer shall use commercially reasonable efforts to collect the proceeds of any insurance.

ARTICLE VII **INDEMNIFICATION**

7.1 **Recourse For Claims Made By Programmer.** The parties acknowledge and agree that any claim by Programmer against NJPBA related to this Agreement or the transactions contemplated hereby shall be governed by the New Jersey Contractual Liabilities Act (L. 1974, c. 45, as amended; N.J.S.A. 59:13-1 et seq.) and the New Jersey Tort Claims Act (L. 1972, c. 45, as

amended; N.J.S.A. 59:1-1 et seq.).

7.2 **Indemnification of NJPBA by Programmer.** Programmer shall indemnify and hold harmless NJPBA and all of its officers, directors, employees, and agents from and against any and all liabilities resulting from or related to: (i) any material misrepresentation or material breach by Programmer of any of its rights or obligations under any provision of this Agreement, (ii) the broadcast of any Programmer Programming or Third-Party Programming (as defined in Schedule 1.1), and (iii) to the extent related to Programmer's gross negligence or willful misconduct, any other matter arising out of or related to Programmer's obligations under this Agreement.

7.3 **Indemnification Procedures.** A notice with respect to any claim for indemnification shall be given by NJPBA to Programmer within thirty (30) days after the discovery by NJPBA of such claim, which notice shall set forth the facts relating to such claim then known to NJPBA. With respect to any third party claim, NJPBA shall control such claim, and NJPBA may settle or compromise any claim with the consent of Programmer, which consent shall not be unreasonably withheld, and so long as such settlement or compromise includes, as an unconditional term thereof, the giving by the claimant of a release of Programmer and its affiliates from all liability with respect to each such claim.

ARTICLE VIII **INTELLECTUAL PROPERTY**

8.1 **Programmer Intellectual Property.** The Parties agree that all rights, title, and interest in and to any original content, material, or matter created, prepared, or provided by Programmer pursuant to this Agreement, including, but not limited to the Programming and the Website, its and their content, films and recordings thereof, title or titles, names, trademarks, logos, concepts, stories, plots, incidents, ideas, formulas, formats, general content, and any other literary, musical, artistic, or other creative material included therein, and the right to authorize the use of the Programmer Programming, in any manner and in any media whatsoever (whether now known or hereinafter devised), or other similar rights (collectively, "Programmer IP"), shall be and remain vested at all times solely in Programmer, and Programmer shall have full rights to utilize all or any portion of the Programmer IP in any manner and for any purpose Programmer deems appropriate. Following the expiration or earlier termination of this Agreement, Programmer and NJPBA shall negotiate in good faith to provide NJPBA with the nonexclusive rights to utilize the Programming in connection with the operation of the Stations and the Website as defined in Section 3.4 of this Agreement in a manner consistent with Programmer's prior use thereof.

8.2 NJPBA Intellectual Property and Grant of Rights to Programmer.

(a) Subject to the terms of this Agreement, NJPBA grants Programmer a non-exclusive, royalty-free right to use the NJPBA Programming library, in part or in whole, including, but not limited to, the Evergreen NJPBA Programming, for the purposes of fulfilling Programmer's obligations under this Agreement and for promotional and publicity purposes in any manner or medium related to such use of the NJPBA Programming. Programmer agrees that, as between the parties, NJPBA owns the rights to the NJPBA Programming and Programmer will have no rights to the NJPBA Programming other than the rights specifically granted in this

Agreement. NJPBA will have no claim to any work of authorship incorporating excerpts from the NJPBA Programming, but retains all rights it may have in the NJPBA Programming. Notwithstanding anything herein to the contrary, NJPBA reserves all of its rights in and to the NJPBA Programming.

(b) To the extent that Programmer desires to make use of NJPBA Programming in the NJPBA Programming library that is not Evergreen NJPBA Programming, Programmer, whether itself or through an affiliate or third party, may use financial resources as provided or obtained pursuant to this Agreement to obtain any clearances, releases, consents or authorizations from, or pay any applicable fee to, any individuals who appear in that NJPBA Programming, any applicable guilds or music performance rights societies, or any other clearances, releases, consents or authorizations that may be necessary for the use of the NJPBA Programming (or excerpts thereof) in accordance with this Agreement.

ARTICLE IX DEFAULT

9.1 **Events of Default.** The following, after the expiration of the applicable cure periods specified below, if applicable, shall constitute Events of Default under this Agreement:

(a) **Default in Covenants.** Programmer's or NJPBA's material default in the observance or performance of any covenant, condition, or agreement contained herein; or

(b) **Breach of Representation or Warranty.** Programmer's or NJPBA's material breach of any representation or warranty made by it herein.

9.2 **Cure Periods.** Unless provided otherwise in this Agreement, an Event of Default shall not be deemed to have occurred until 30 days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, and such event has not been cured within such time period.

ARTICLE X TERMINATION

10.1 **Termination by Either Party.** This Agreement shall terminate: (i) by mutual written consent of the Parties; (ii) at the option of either Party in the event of an Event of Default committed by the other Party (provided that the terminating Party is not then in breach), which breach is not cured within 30 days of written notice thereof to the breaching Party; and (iii) automatically in the event that NJPBA (or any successor affiliated New Jersey entity) is no longer the FCC Licensee of the Stations. No later than five (5) days after the delivery of a notice of breach by either Party, executive-level representatives of each Party shall meet and discuss in good faith ways to ensure that the breach is cured in a timely manner.

10.2 **Partial Termination.** In the event that NJPBA sells, surrenders, or otherwise divests one or more of the Stations or any portion of the spectrum assigned to one or more of the Stations during the Term of this Agreement, subject to Section 10.1, this Agreement shall terminate with respect to such Station or portion of the spectrum assigned to that Station.

10.3 **Effect of Termination.** Termination of this Agreement in accordance with Section 10.1 shall not affect the rights of NJPBA or Programmer with respect to any damages it shall have suffered as a result of any breach of this Agreement, nor shall it affect the rights of NJPBA or Programmer with respect to any benefits, liabilities, or claims arising or accruing through the effective date of termination.

ARTICLE XI **MISCELLANEOUS**

11.1 **Term.** This Agreement shall commence on the Commencement Date and end at 11:59 p.m. (New Jersey time) seven (7) years after the Commencement Date (the “Initial Term”) and shall automatically renew for one (1) additional seven (7) year term (the Initial Term plus the renewal term shall be the “Term”), unless not less than three hundred and sixty (360) days prior to the end of the Initial Term, Programmer or NJPBA provides written notice to the other that the Agreement will terminate at the end of the Initial Term without renewal.

11.2 **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, whether foreseeable or not, occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever, whether based on negligence or otherwise.

11.3 **Modification and Waiver.** No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and solely for the purpose for which it is given. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Agreement shall not affect the party’s right thereafter to enforce the same; (ii) no waiver by any party of any default by the other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by the party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

11.4 **Choice of Law.** This Agreement shall be governed by the laws of the State of New Jersey (without giving effect to its principles of conflicts of law) and any litigation arising therefrom shall be filed in the appropriate Division of the New Jersey Superior Court for Mercer County. NJPBA does not consent to federal court jurisdiction.

11.5 **Construction.** The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement. As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

11.6 **Assignment.** No party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. This Agreement

shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any other person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

11.7 **Force Majeure**. Notwithstanding any other provision in this Agreement, neither Programmer nor NJPBA shall have any liability to the other or any other person or entity with respect to any failure of Programmer or NJPBA, as the case may be, to transmit or distribute the Programming or perform its obligations hereunder if such failure is due to any failure at the origination center used by Programmer, any labor dispute, fire, flood, hurricane, tornado, riot, legal enactment, government regulation, judicial or quasi-judicial action, act of God, act of terrorism, pandemic or any cause beyond the reasonable control of Programmer or NJPBA, as the case may be (a “Force Majeure Event”), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance.

11.8 **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument. PDF signature pages of this Agreement shall be valid and binding as original signatures and when the same are delivered by each party to the other party, such delivery shall be considered an agreement of the respective Parties to fully execute and deliver to one another originally signed copies of this Agreement.

11.9 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or by email transmission (receipt confirmed), mailed by registered or certified mail (postage prepaid, return receipt requested), sent by nationally recognized courier service to the Parties with receipt confirmed by the courier, in each case at the following addresses (or at such other address for a party as shall be specified by like notice):

If to NJPBA:

New Jersey Public Broadcasting Authority
25 South Stockton Street
P.O. Box 777
Trenton, NJ 08625
Attn: Richard Williams
Telephone: (609) 777-5257
Email: rick.williams@treas.nj.gov

N.J. Dept. of the Treasury
50 West State Street, 8th Floor
P.O. Box 211
Trenton, N.J. 08625
Attn:
Telephone:
Email:

Office of the Attorney General
Hughes Justice Complex -
6th Fl., P.O. Box 106,
Trenton, NJ 08625
Attn: Jeffrey Padgett, Assistant Chief,
Deputy Attorney General
Telephone: (609) 376-3247
Email: Jeffrey.padgett@law.njoag.gov

Office of the Attorney General
Hughes Justice Complex -
1st Fl., P.O. Box 112,
Trenton, NJ 08625
Attn: Kavin K. Mistry,
Deputy Director
Telephone: (609) 376-3202
Email: kavin.mistry@law.njoag.gov

With a copy (which shall not
constitute notice) to:

Gray Miller Persh LLP
2233 Wisconsin Ave., NW, Ste. 226
Washington, DC 20007
Attn: Derek Teslik
Telephone: 202-559-7489
Email: dteslik@graymillerpersh.com

If to Programmer:
With a copy (which shall not
constitute notice) to:

Notice given by hand shall be considered to have been given on the date delivered or, if delivery is refused, as of the date presented. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified mail (return receipt requested). Notice given by email shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day after courier acknowledgement of delivery.

Any party may change its address for notices by notice to the others given pursuant to this Section.

11.10 Severability; Change in FCC Rules or Policies. Subject to the provisions of Section 5.2, which govern in the event of a challenge by or before the FCC, if any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law now or hereafter in effect that renders any provision of this Agreement unenforceable in any respect.

11.11 Programmer an Independent Contractor; News Releases; Advertising.

Programmer shall serve as an independent contractor in rendering the services set forth herein and its employees shall not be employees of NJPBA. Programmer shall not use the NJPBA or State of New Jersey name, logos, images, or any data or results arising hereunder as a part of any promotions without first obtaining the prior written consent of the NJPBA Executive Director.

11.12 Confidentiality. Programmer acknowledges that NJPBA is an agency and instrumentality of the State of New Jersey and that the subject matter of this Agreement, including any documents or instruments related thereto, are subject to disclosure to the extent provided by the open records laws, including the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq., as amended) of the State of New Jersey.

11.13 Entire Agreement. This Agreement represents the entire understanding and agreement between NJPBA and Programmer with respect to the specific subject matter hereof. This Agreement cannot be amended or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment or modification is sought.

11.14 Further Assurances. The Parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement or that may be reasonably requested by any other party hereto. Each party shall cooperate with the other party and provide any assistance reasonably requested by any other party to effectuate the terms of this Agreement.

11.15 Clarifications. Nouns and pronouns used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and the singular or plural, as the context requires. The word “including” is not limiting, and the word “or” is not exclusive. The headings preceding the text of sections and subsections of this Agreement are included for ease of reference only and shall not be deemed part of this Agreement.

11.16 Reserved.

11.17 Affiliations. In order to maximize the Stations’ programming service to New Jersey, Programmer shall work to establish affiliations and collaborations with various New Jersey media, educational, and other appropriate entities and institutions throughout the State of New Jersey.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**NEW JERSEY PUBLIC BROADCASTING
AUTHORITY**

By: _____
Name:
Title:

[Programmer]

By: _____
Name:
Title:

Schedule 1.1
Programming

The Programming provided by Programmer shall consist of high-quality, non-commercial programming, including New Jersey-centric programming that shall serve the needs and interests of the Stations' communities of license and further NJPBA's educational objectives. Programmer shall consult with NJPBA as appropriate and reasonable with regard to the content, scope and development of the Programming. The Programming shall comply with the Communications Act of 1934, as amended, the FCC Rules and all applicable content-related law for broadcast programming. The Programming shall consist of programming developed and produced by Programmer ("Programmer Programming"), programming acquired from third parties by Programmer ("Third-Party Programming"), and programming currently owned, held, or licensed for use by NJPBA ("NJPBA Programming"). Barring any Force Majeure Event or as otherwise provided for in this Agreement, the Programming shall be provided 24 hours per day, seven days a week.

Upon the Commencement Date, Programmer shall weekly provide 20-25 hours of New Jersey-centric programming (including repeats) on the Stations, including, but not limited to, a weekday nightly news and public affairs program, live broadcast of the New Jersey State of the State and the annual Budget Message, and live coverage of NJ elections.

Schedule 2.6

New Jersey Public Broadcasting System Standard Terms and Conditions

Set forth in the following pages are the Standard Terms and Conditions referenced in Section 2.6 of the Agreement. The Parties agree that to the extent that any of the other terms and conditions conflict with any specific provision(s) in the Agreement, the terms of this Agreement shall govern.

Schedule 3.2
Financial Reports

Within one hundred eighty (180) days of the close of each of Programmer's fiscal year, Programmer shall deliver to NJPBA, without request, annual internal financial statements, including balance statements and income and expense reports.

Within sixty (60) calendar days after the end of each of Programmer's fiscal quarter, Programmer shall provide true and complete copies of its quarterly unaudited financial statements for operations and retained earnings, statements of cash flow and balance sheets for such quarter to NJPBA.

Within sixty (60) days prior to the end of each of Programmer's fiscal year, Programmer shall provide a budget for the next fiscal year.

Upon NJPBA's request, within sixty (60) days after the end of a calendar month, Programmer shall prepare and deliver to NJPBA a report on funds received for the operation of the Stations during such calendar month. Programmer shall cause the operations and records of the Stations to be audited periodically in accordance with Corporation for Public Broadcasting requirements.

Schedule 3.4
Website

Following the Commencement Date, Programmer shall launch or maintain an engaging and dynamic website associated with the Programming and the Stations.

Programmer shall develop online audience participation campaigns and create opportunities for viewer interaction, including voting on polls, or weighing in on issues relevant to New Jersey's audience. Any of these interactive opportunities can be promoted using a range of social media tools, as well as the Stations.

Programmer shall make NJ centric programming available for on-demand viewing within an industry standard time frame after initial broadcast.

Schedule 3.9

Periodic Reports

Programmer shall provide NJPBA, on an annual basis, with an overview of its fundraising and programming initiatives, key performance metrics, and its achievements.

Initiatives (Ongoing and Future)

Programming

- Program-specific initiatives (both local and national)
- Local programming initiatives (e.g., VIP events, revenue streams, workforce development, OTT services)

Membership

- Major and planned giving strategies
- Sustainer giving program strategies

Corporate Partnership Development

- Corporate donor engagement strategies
- Corporate underwriting partnerships (list) and amounts
- Foundation grant initiatives and outcomes
- Business retention policy

Other

- Special projects
- Government-access activities
- Training programs and internships
- Partnerships (content, production, distribution, technology, events, etc.)

Key Performance Metrics (KPIs)

Audience

- A high-level summary of the Stations' reach, including, but is not limited to: average weekly viewing, streaming stats, OTT, podcast downloads, email/newsletter subscribers, Youtube, and unique website users.

Membership and Engagement

- Total donations: \$[amount]
- Year-over-year growth: [percentage]
- Total donors
- Sustainers as a percentage of all donors
- Overall membership revenue retention rate
- Average revenue per donor

- Reports measuring the performance of the viewer services (donation support, premiums, voicemail response, etc.)
- Engagement metrics:
 - Performances of marketing campaigns (To the extent available/ relevant, retention rates, average donation amounts, etc.)

Local Productions

- List Core produced content and production costs

External Programming

- Programs acquired from other sources and cost of acquisition
- Third-party funded content and costs

Technology

- Reports describing downtime and/or substantial impairment during the previous year for each of the major systems involved in performing Programmer's obligations pursuant to this Agreement including, but not limited to, master control systems, EAS equipment, customer management systems, and the website for the Stations.
- Reports measuring the performance of the master control services using metrics standard in the public broadcasting industry and comparing such performance to industry standards.

Schedule 4.2
NJPBA FY2025 Budget

FISCAL YEAR 2025 BUDGET OF THE AUTHORITY

REVENUES

ACCOUNT DESCRIPTION	FISCAL YEAR BUDGET
NJ State Allocation	
TOTAL	\$2,397,000

EXPENDITURES

ACCOUNT DESCRIPTION	FY25 PROPOSED BUDGET
12-Salaries	540,000
21-Printing and Office	6,000
24-Household & Clothing	1,000
25-Utilities	260,000
30-Travel	1,000
31-Telephone	135,000
32-Postage	3,500
34-Information Processing External	70,000
35-Household and Security	4,500
36-Professional Services	688,000
38-Other Services	4,000
39-Information Processing Internal	20,000
40-Maintenance Buildings & Grounds	226,000
41-Maintenance Equipment	367,000
45-Rental Central Motor Pool	7,000
47-Rental Other	14,000
76-Other Equipment	45,000
77-Information Processing Equipment	5,000
TOTAL	\$2,397,000

Schedule 6.2(g)
Evergreen NJPBA Programming

“Evergreen NJPBA Programming” shall be defined as any New Jersey-centric, non-time sensitive (a/k/a “evergreen”) NJPBA Programming produced for broadcast by NJPBA or by terrestrial non-commercial television stations since July 1, 2006.

ATTACHMENT D:
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions are available electronically at

[CombinedStateofNewJerseyStandardTermsandConditionsandWaiveredSupplement.pdf](#)