

JEA P. STREET
COUNCILMAN, TENTH DISTRICT



COUNCIL

August 2, 2010

LOUIS L. REDDING CITY COUNTY BUILDING
800 N. French Street, 8th Floor
Wilmington, Delaware 19801
(302) 395-8350
Fax: (302) 395-8385
Email: Jpstreet@co.new-castle.de.us

Via Hand Delivery

The Honorable Norman Griffiths
President, Wilmington City Council
800 N. French St. 9th Floor
Wilmington, DE 10902

Re: Comcast Contract and Franchise Negotiations

Dear President Griffiths:

I am the Councilman for the 10th Councilmanic District of New Castle County, Delaware. In this capacity, I represent approximately 40,000 constituents within my district comprised of a portion of Wilmington and extending along the Route 9 and 13 corridors. I am writing to you on behalf of my constituency with regard to the current contract and the ongoing negotiations currently taking place between the City of Wilmington and Comcast.

I am deeply concerned about the current demands that Comcast is making under the terms of the contract. Specifically, Comcast via letter, dated July 12, 2010; (copy attached) has demanded that all leased access customers obtain liability insurance that must include a minimum of \$1,000,000 coverage for general liability, media coverage and equipment that Comcast owns. In addition, Comcast must be named as additional insured. This requirement will cost each leased access customer well over \$5,000. per year. I am concerned that this is an undue and unfair burden that has been arbitrarily established by Comcast. In my view, the demand does not comport with the contract with the City of Wilmington and Comcast that is currently posted on the City of Wilmington's web site. Worse, I am gravely concerned that this requirement will make public, educational and governmental programming inaccessible to the current users and viewers of the access channels. In that regard, the community will be significantly disenfranchised as a result of the demand from Comcast.

It is for this reason that I am requesting that the City of Wilmington take the action necessary under the current contract and all future contracts to assure that current and future users of public access programming be allowed to operate at reasonable cost as required by the spirit and intention of the Federal Communications Commission's, rules, procedures and regulations


As you are probably aware, I am an avid proponent and frequent participant in many public access programs. Public, educational, and governmental access programming was created to provide a free-speech forum, open to all on a first-come, first-served basis without discrimination or favoritism based on content. While I am aware that the franchise agreement can contain non-content –based rules governing the use of public access channels, my fear is that obstacles are being put in place that will disproportionately silence those factions with the least ability to pay.

By imposing restrictions that precludes these factions from public access programming, entire neighborhoods – ethnic, low-income or ones with a high density of seniors will be simply left out of the communications loop. **If such a term is allowed and made part of current or future franchise agreements, the City is exposing itself to challenge that such a restriction violates the First Amendment right to free speech.**

Public access is, and has been, an essential component of our lives where community issues and concerns can be discussed and debated without interference of commercial values. Free expression should be celebrated and not hindered with restrictions that gravely threaten the very existence of public access.

I thank you for your time and consideration of this important matter.

Sincerely,



Joe P. Street, Councilman

District Ten

Pc: The Honorable James M. Baker, Mayor, City of Wilmington
All Members of Wilmington City Council
David Weiss, U.S. Attorney, District of Delaware
The Honorable Joseph R. Biden, III, Attorney General, State of Delaware
The Honorable Christopher Coons, County Executive, New Castle County
All members of the New Castle County Council
All members of the Delaware Black Caucus
Mr. Brian L. Roberts, Chairman and Chief Executive Officer, Comcast Corporation
Mr. Jim S. Enix, Regional Manager, Commercial Leased Access, Comcast Corporation
P. Michele Ellison, Bureau Chief, Enforcement Bureau, Federal Communications Commission
Mrs. Ruth Baker, President, Leased Access Producers Association (LAPA)



July 12, 2010

RE: 2010 Leased Access Contract Renewals

New Castle County Leased Access Customers,

First I would like to thank the New Castle Programmers who have submitted their contract requests and insurance documents required to receive their 2010 contract renewals. However, even after several notification attempts I have not heard from a number of existing programmers concerning the continuation of their programs and their contract renewals.

After a review of the New Castle operation our management team has found that many existing programmers are airing their programs without a current Leased Access Programming contract and required liability insurance. Following this review it was determined that effective **August 12, 2010** all programming submitted for airing on Comcast Channels 28 and 190 must be covered by a valid contract and provide proof of valid liability insurance meeting our specifications which are discussed below. On that date, any programming, Live or Prerecorded, will not be accepted until these requirements have been met.

Step one in this process is for you to contact me in writing requesting a renewal contract based on your requested schedule. This must also contain the contract period which can be for a maximum of 52 weeks. Upon receipt of this request from you I will prepare a new contract for your review and signature. Please note that we cannot air your content without the requested certificate of insurance.

The Liability Insurance requirement is as follows: ***Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 in any one policy period. COMCAST CABLE COMMUNICATIONS MUST BE NAMED AS ADDITIONAL INSURED for the purpose of airing the programming. A standard insurance Certificate of Additional Insured conforming to these specifications is required to obtain a CLA contract with Comcast.*** This media liability insurance is required of all programmers airing their programming on CH 28 or 190. In addition, programmers utilizing the Comcast Studio facility on Lancaster Avenue must also maintain a general liability policy providing coverage for Comcast's equipment and facilities during the production of their program. Please note that we cannot air your content without the requested certificate of insurance.

Another practice that we have come across is the resale or sublease of a programmer's leased access time. Please be aware that the sub-lessee is subject to the same terms and conditions as in the initial channel lease agreement, including the insurance requirements. Thus, while a programmer is welcome to produce their show as they choose, that programmer is ultimately responsible for the content of the show as well as the payment for the time for the show as specified under the contract. Moreover, the content of the program produced must be either covered by the contracted programmer's liability insurance or by the sub-lessee's insurance policy. In the event that a sub-lessee's policy is covering the programming we will require a certificate of insurance from that party.

I will be happy to review these requirements and policies with you prior to your renewal request.

Finally, as promised we will be implementing a new billing system, hopefully for July billing period, which will provide you a monthly written invoice for your airtime, an air-log verifying each show time and cost and a monthly statement listing your charges and payments. As part of the contract renewal process we will need to work together to determine the balance status of your account. Any significant open balances will need to be resolved before a new contract can be issued.

I urge those of you who have not already done so to please contact me immediately to begin this renewal process so that your programming can continue uninterrupted. I will be happy to address any questions or issues you might have. I look forward to working with you in this regard.

Sincerely,

Jim S. Enix
Regional Manager, Commercial Leased Access
Comcast Freedom Region
11400 Northeast Avenue
Philadelphia, PA 19116
215-961-3813
jim_enix@cable.comcast.com