

Redacted for Public Inspection

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON D.C., 20554

January 30, 2012

In the Matter of

Bailey Cable TV, Inc.

Enforcement Complaint Concerning

WVLA-TV, Baton Rouge, Louisiana

TO: The Secretary's Office

Attention: The Media Bureau

Enforcement Complaint

Bailey Cable TV, Inc. is a small family business that is paying \_\_\_\_\_ per customer for WVLA Television Station in 2011. On September 01, 2011, Communications Corporation of America sent a contract which is attached as Exhibit A for a dramatic increase up to \_\_\_\_\_/month per customer for 2012, \_\_\_\_\_/ for 2013 and \_\_\_\_\_/month per customer for 2014, but it was for the Hartford, New Haven area that we do not serve and covered all broadcast networks. We were never sent a contract for WVLA of Baton Rouge. This signal is free over the air to antenna receivers. We receive our signal by antenna, not satellite or internet.

This dramatic 33% increase to \_\_\_\_\_/month per customer and an increase of 60% to \_\_\_\_\_/month per customer is an excessive increase for the customer, when other over the air channels are at \_\_\_\_\_/customer. A modest increase in accordance with inflation is acceptable to Bailey Cable TV, Inc. Communications Corp of America has been unwilling to negotiate these dramatic rates. They are using your office as a tool to negotiate a dramatic increase in rates that are unacceptable in the private marketplace. Bailey Cable TV, Inc. request that the FCC Enforcement Bureau demand that Communications Corporation of America Negotiate fairly a reasonable rate that our mutual customers can accept. Mr. Lamber's arrogance and repeated threats to use the FCC Enforcement Bureau as a negotiating tool is an unacceptable private business practice.

Thank you for intervening in this private business matter to allow a reasonable charge to the general public.

Respectfully Submitted

Bailey Cable TV, Inc., David A. Bailey

*David A. Bailey*

807 Church Street

Port Gibson, MS 39150

Redacted for Public Inspection

Exhibit A

Jo Ann Bailey

---

**From:** Duane Lammers [duanelammers@centurytel.net]  
**Sent:** Thursday, September 01, 2011 10:31 AM  
**To:** 'Jo Ann Bailey'  
**Subject:** Retrans Amendment  
**Attachments:** CCA First Amendment to Audubon Retransmission Consent Agreement.doc

Attached is our proposed amendment to our retrans agreement for the next cycle. Once we agree, we will duplicate for White Knight. Please confirm receipt

Duane Lammers  
1001 Boardwalk Springs Place, Suite 111  
O'Fallon, MO 63368  
Office Phone:  
Cell Phone:  
Fax:  
Email: [duanelammers@centurytel.net](mailto:duanelammers@centurytel.net)

**FIRST AMENDMENT TO RETRANSMISSION CONSENT AGREEMENT**

This FIRST AMENDMENT ("First Amendment") to that certain Retransmission Consent Agreement dated as of December 10, 2009 (the "Agreement") by and between Communications Corporation of America ("Broadcaster"), owner and operator of stations as outlined in Exhibit A (the "Station"), and Audubon Cablevision Inc. ("Operator") is made and effective as of January 1, 2012.

Broadcaster and Operator, intending to be bound legally, agree as follows:

1. The Term of the Agreement is extended from January 1, 2012, through December 31, 2014.
2. Broadcaster consents to the retransmission of the Broadcast Signal by, and only by, a System that (a) qualifies as a "multichannel video programming distribution system" as defined in Section 602 of the Communications Act of 1934, as amended, and as a "cable system" as defined in 17 U.S.C. Section 111(f), (b) retransmits the Broadcast Signal only to receivers connected directly to the System's wired infrastructure within the Station's DMA and/or areas where the Broadcast Signal has "significantly viewed" status (as defined by the FCC); and (c) is listed on Exhibit A attached hereto, which replaces in its entirety the Exhibit A initially attached to the Agreement. Operator shall have no right or obligation to retransmit any portion of the Broadcast Signal to any receiver to which Broadcaster has not granted consent in the foregoing sentence.
3. Notwithstanding anything to the contrary herein, Operator shall have no right or obligation to retransmit any program transport stream that is affiliated with the Fox network on any System or portion of a System that is located outside of the Station's DMA.
4. During the extended Term, the Rate shall be that set forth in Exhibit A hereto.

This First Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Broadcaster and Operator (in any number of counterparts). Except as modified by the express terms of this First Amendment, all provisions of the Agreement shall remain in full force and effect, and in the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control. Any reference to the Agreement shall be deemed to be a reference to the Agreement as amended in accordance herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the date first written above.

**BROADCASTER**

**OPERATOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



---

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |