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June 9, 2014

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FCC Office of the Secretary

VIA HAND DELIVERY AND ELECTRONIC MAIL

Marlene H. Dortch
Secretary
Federal Communications Commission Office of the Secretary
445 12th Street, SW
Washington, D.C. 20554

Attn: Mary Beth Murphy, Esq.
Evan Baranoff, Esq.
Raelynn Remy, Esq.
Policy Division
Media Bureau

Re: Docket Nos: 13-317 CSR-8866-N
14-33 CSR-8874-C

Dear Ms. Dortch:

We are writing this letter on behalf of Sinclair Television Group, Inc. and its ultimate subsidiary, WNWO Licensee, LLC (collectively, "Sinclair"), to respond to the June 9, 2014, letter of Buckeye Cablevision, Inc. ("Buckeye") and to provide the Commission with a further update regarding the status of retransmission consent negotiations between Sinclair and Buckeye regarding carriage of station WNWO-TV, Toledo, Ohio.

For the record, Sinclair disagrees with virtually every statement in Buckeye's letter. In order to avoid joining Buckeye in the sandbox, Sinclair does not intend to respond specifically to each of the outrageous, unprofessional and in many instances, irrelevant, statements and ad hominem attacks made by Buckeye and its counsel, Michael D. Basile. Sinclair will respond only to the actual allegations of failure to negotiate in good faith and with respect to the rest of Buckeye's letter, simply and

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respectfully suggests that the Commission review the filings of each of the parties to determine which of them is acting in a "histrionic" manner and which is not, which is attempting to mislead the Commission and which is not, which is behaving as an aggressive bully and which is not and finally, and most importantly, which is negotiating in good faith and which is not.

When stripped of the emotion and bluster, Buckeye's most recent letter appears to include three primary allegations supporting its claim that Sinclair is not meeting its obligation to negotiate in good faith.[1] With regard to the first of these allegations, that Sinclair is refusing to negotiate, it is a waste of the Commission's time and resources for Buckeye to make such an allegation when it is clear from the facts that Sinclair is doing just that. Indeed, while it took Buckeye 40 days to provide Sinclair with the offer it promised at an April 30, 2014 meeting of the parties, Sinclair met its commitment to respond promptly to any Buckeye offer by sending a counter-proposal to Buckeye the same day it received Buckeye's proposal.

As to Buckeye's second allegation that Sinclair is tying carriage of WNWO to carriage of future Sinclair cable channels, while there is nothing to support Buckeye's view that doing so would be a violation of the good faith rules, Sinclair has in any event taken that proposal, which was designed to reduce the present cost of carriage to Buckeye, off the table. To be clear, Sinclair is not insisting on carriage of any cable channels, something Buckeye was clearly informed of almost two weeks prior to submitting its most recent misleading allegation on this point.

Buckeye's final complaint is that Sinclair isn't taking WNWO's place in the Toledo video marketplace into consideration. Such an allegation is not worthy of consideration by the Commission for numerous reasons, not the least of which is that taking competitive marketplace considerations into account is not even one of the enumerated factors determining failure of a party to negotiate in good faith. In fact, nothing in the Commission's rules requires the parties to take different marketplace considerations into account. Rather the Commission's rules provide simply that it is not a violation of the good faith rules to propose different rates based on marketplace considerations.[2] In other words, proposing to take marketplace considerations into account is permissible, but not mandatory. Moreover, as Sinclair has previously

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[1] A more cynical view would be that Buckeye's sole complaint is about the price being sought by Sinclair, but it is attempting to dress up such a complaint given that the Commission has made clear that it will not become involved in price negotiations between the parties to a retransmission consent negotiation.

[2] *See* 73C.F.R. § 76.65. The right to take competitive marketplace considerations into account in proposing different prices is set forth in clause (a), which indicates that doing so is not a failure to negotiate in good faith, and is nowhere mentioned in clause (b), which provides the actions or practices which, if taken, violate the good faith obligation.

pointed out, it has in fact considered this factor in formulating its proposals to Buckeye.

Sinclair hopes that Buckeye will react positively to its current counteroffer, and Sinclair will continue to respond promptly to any contacts from Buckeye in an effort to resolve this dispute.

Sincerely yours,

Clifford M. Harrington

cc: Chairman Tom Wheeler*
Commissioner Mignon Clyburn*
Commissioner Jessica Rosenworcel*
Commissioner Ajit Pai*
Commissioner Mike O'Rielly*
Michael D. Basile**
Jason E. Rademacher**
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