

**Meeting Minutes**  
**Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge**  
**Five Town Cable Advisory Committee Negotiating Subcommittee for Negotiating**  
**Renewal Cable TV License with Charter Communications (Spectrum)**  
**Wednesday April 26, 2023 at 3:00pm; Virtual Meeting over Zoom**

**Subcommittee members present:** Linda Miller, Chair

Dennis Arseneau

Rene Wood

Rich Fredericks, Exec. Director, CTSBTV

**Charter Communications:**

Paul Abbot, Esq.; VP, Local Government Affairs

Dan Reing, Esq.; Outside Counsel; Mintz

John Maher, Director, State Government Affairs

The meeting was called to order by Chair L. Miller at 3:03pm and recorded.

The first item discussed was the PEG revised capital proposal. D. Arseneau forwarded proposed PEG capital equipment specifications and prices. As Scott is still out, the group will take up his CTSB visit observations and PEG capital equipment at its 5/10/23 meeting.

P. Abbot gave a brief update on PEG charges on customers' bills; a change in reporting these charges should be in place in the 1<sup>st</sup> bill a customer receives after 5/1/23.

FCC regulations regarding customer service were discussed and D. Reing volunteered to provide the latest document of such regulations, so Exhibit F may be as up to date as possible. Need to note on this document that it is current as of a date certain but may be amended at any time by the FCC. As such, for the latest, go to \_\_\_\_\_ and provide a link to that page on the FCC's website.

TO DO: Scott's feedback on CTSB capital equipment and his visit; Charter: response to latest PEG capital equipment documented cost/features; D. Reing: latest verbiage on FCC customer service regulations.

The meeting participants then addressed Articles 4 and 6 of the proposed renewal CABLE TV agreement, as redlined by Charter/Spectrum and annotated by the negotiating subcommittee.

## **ARTICLE 4 – SERVICES AND PROGRAMMING**

### **Section 4.1 BASIC SERVICE (BASIC TIER SERVICE)**

Subject to applicable law, the Licensee shall make available a basic Cable service to all Town Subscribers, that shall include at least the Designated Market Area ("DMA") broadcast television signals the Licensee carries as required by Federal law, and the downstream channels for public, educational, and governmental (PEG) access use.

***CAC: Acceptable with the exception that PEG channel location is an open issue.***

## **Section 4.2 PROGRAMMING**

In accordance with applicable federal law, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Town's Programming line-up. Such notice shall be provided at least thirty (30) days before any substantial change is to take place, unless the change results from circumstances outside the Licensee's control, in which case notice shall be provided as soon as possible using any reasonable written means at the operator's sole discretion.

**CAC: Acceptable.** *Discussed way to have "Town has expressed to Licensee its requirement of carrying at least one broadcast station licensed in Massachusetts to provide Boston and Massachusetts specific news and Licensee has acknowledged that demand by the Town" be part of a resolution that accompanies the lease renewal.* Charter indicated this may not be mandated or negotiated, as programming related, in the renewal and does not want to have it subject to interpretation down the road. Charter will propose what such resolution language or other non-obligatory language might be.

## **Section 4.3 LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

**CAC: Acceptable.**

## **Section 4.4 FREE DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS**

(a) The Licensee shall voluntarily provide and maintain, at no charge, an activated Subscriber Standard Cable Installation, Outlet, Converter, and the monthly basic service to all public libraries; police and fire stations; Town Hall; Senior Center; and Public Schools as identified in Exhibit B hereto. Such locations listed on Exhibit B and receiving service as of the Effective Date, shall continue to receive such service regardless of the length of the existing drop. Such service shall continue without charge on a voluntary basis. To the extent Charter management ceases its voluntary municipal service program, Charter will provide the Town with at least one hundred twenty (120) days advance written notice of its intent to cease the program and the rate it proposes to charge, to allow the parties to negotiate whether the Town wishes to continue receiving such service at such locations and the appropriate rate for such service should the Town decide to continue receiving such service. The rate that Charter may charge the City for such service shall be outlined in an agreement between the parties and in accordance with applicable law and regulation.

(b) The Licensee shall coordinate the precise location of each Drop and Outlet with proper officials in each of the buildings or institutions prior to any installation.

(c) During the term of the Agreement and upon ninety (90) days' written notice to Charter, the Issuing Authority may request additional facilities or relocate current facilities for the provision of Cable Service and equipment as described above, provided that each new location can be serviced with a Standard Cable Installation and meets the requirements of Charter's voluntary municipal program.

**CAC: Acceptable.**

Discussion focused on what was included with outlet, which may include basic service, without making it mandatory. The voluntary provision, 120 days' notice, and right of the Issuing Authority to request additional facilities or relocate such facilities was felt to address such issues. It was also noted by the

CAC that each of the five towns needs to update their information so up to date information may be included in Exhibit B.

**Section 4.5 FREE DROPS AND BASIC SERVICE TO PUBLIC SCHOOLS**

***CAC agreed with eliminating this section as now included in Section 4.4***

**Section 4.6 CABLE SYSTEMS SIGNAL TRANSMISSIONS**

***CAC and Charter agreed to eliminate this section and renumber the remaining sections. Issue CAC has is HD for PEG Channels and that is covered in Section 5.***

**Section 4.5 REMOTE CONTROL DEVICES**

To the extent required by applicable law, the Licensee shall allow Subscribers to purchase from parties other than the Licensee and to utilize remote control devices that are compatible with the converter box installed by the Licensee.

***CAC agreed.***

**Section 4.6 REBATES DUE TO SERVICE INTERRUPTION**

In accordance with M.G.L. c. 166A, § 5(l), the Licensee shall grant a pro-rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Cable Service interruption. If an entire tier or premium service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or premium Cable Service interruption.

***CAC agreed.***

**Section 4.7 CONTINUITY OF SERVICE**

It shall be the right of all subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person the Licensee has a reasonable basis to believe is utilizing an unauthorized converter or is otherwise obtaining any Cable Service without required payment thereof.

***CAC agreed.***

**ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTIONS**

**Section 6.1 CUSTOMER SERVICE OFFICE**

Licensee shall maintain and operate a full-time conveniently located local customer service office, for the return/exchange of Subscriber equipment, and bill payment, at a location as required by FCC customer service standards for the full term of this Renewal License. Said customer service office shall be open for walk-in business during normal business hours. Currently, Licensee maintains

such a location in the Town of Lee. In the event that Licensee moves or closes that facility it will give the Town at least 120 day's written notice and will, if requested, meet with representatives of the Towns to discuss and explain its decision to move or close the office.

***CAC agreed.***

#### **Section 6.2 CUSTOMER SERVICE STANDARDS**

The Licensee shall comply with FCC Customer Service Standards, as amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit F.

***CAC agreed.***

#### **Section 6.3 DEFINITION AND DOCUMENTATION OF CUSTOMER COMPLAINT**

Complaint is defined in Article One, Definitions. Licensee shall comply with both FCC and the Department's requirements for defining and documenting a customer complaint. If there is a difference in definition and documentation between the FCC and DTC requirements, the DTC requirements shall be adhered to.

***CAC agreed.***

#### **Section 6.4 COMPLAINT RESOLUTION PROCEDURES**

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing, privacy, service, disputes, and all other complaints by subscribers. To the extent required by applicable laws, the Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for all complaints and other services, to all subscribers, and the Issuing Authority.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions, and similar matters.

***CAC agreed, with the following conditions:***

- 1) list applicable law(s)/FCC regulations;***
- 2) put FCC latest version of such regulations in Exhibit F;***
- 3) Separate Section on how Charter/Spectrum will handle CAC complaints on behalf of a customer resident;***
- 4) possible new Section, or somewhere else, in lease renewal agreement of explicit mid-point performance review, especially on this matter, and if needed, considering and potential amendments to address issues.***

Charter discussed that their complaint resolution processes are undergoing review for possible improvements.

#### **Section 6.5 PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or to a subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act.

***CAC has this as an open item.***

Considerable discussion on privacy policy, ability to separate what goes to Cable TV subscribers vs the entire Policy Statement; electronic link on bill is acceptable by FCC; and should this be included as an Exhibit with a date certain statement? Frustration was voiced by CAC members about how to protect subscriber privacy, private information and sale/sharing of such to both internal and external parties.

#### **Section 6.6 SUBSCRIBER'S RIGHT TO PRIVACY, INSPECTION, AND VERIFICATION OF INFORMATION**

Licensee shall comply with the privacy provisions regarding Cable Service as outlined in applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984, 47 USC §551 and Article 6 herein.

***CAC has this as an open item; see comments for Section 6.5.*** Do the referenced laws be put in an Exhibit with date certain. If the wording is out of date, how to fix it. Also, given that Spectrum may change its subscriber privacy policy, maybe we may also put a line in about how to find the current policy, which if not thru an on-line search, another mechanism.

#### **Section ~~6.8~~ 6.7 PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request and to the extent required by applicable law, Subscribers with the capability to control the reception of any Cable Television System channel being received on their television set(s).

***CAC agreed.***

#### **Section ~~6.9~~ 6.8 BILLING AND TERMINATION PROCEDURES**

Licensee will comply with the consumer protection regulations of the Department, 207 CMR 10.00 et seq., as in effect at the time as may be amended. See Exhibit G.

***CAC agreed.***

#### **Section ~~6.10~~ 6.9 ADVANCE BILLING AND PAYMENT**

Subscribers shall not be billed in advance by more than a one month period except with the subscriber's consent. Licensee shall comply with 207 CMR 10.05, as may be amended.

***CAC: Change 6.9 to incorporate specific requirements of 207 CMR 10.05:***

***(a) Subscribers shall not be billed in advance by more than a one month period except with the subscriber's consent.***

***(b) Subscriber payment to the Licensee is due on the date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.***

***(c) A subscriber's account shall not be considered delinquent unless payment has not been received by the Licensee at least 30 days after the bill due date.***

***(d) Licensee shall comply with 207 CMR 10.05, as may be amended.***

Charter to rewrite this Section.

**Section 6.11 MONITORING; Section 6.12 POLLING BY CABLE** deleted and remainder renumbered.

***CAC agreed.***

**Section ~~6-13~~ 6.10 EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's customer-facing employees, including repair and sales personnel and all contracted or subcontracted personnel, entering private property for the purposes of performing work on Licensee's behalf shall, upon request, be required to show an employee photo identification card bearing a picture of said employee..

***CAC agreed.***

**Section ~~6-14~~ 6.11 NON-DISCRIMINATION**

Licensee shall not discriminate against any person in its solicitation or service on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning non-discrimination.

***CAC agreed.***

**Section ~~6-15~~ 6.12 INSIDE WIRING**

Licensee shall abide by applicable laws and regulations with respect to inside wiring.

***CAC agreed.***

**Section ~~6-16~~ 6.13 VOLUNTARY DISCONNECTION OF SERVICE**

For Subscribers who request full disconnection of Cable Service, subject to applicable law, Licensee shall comply with 207 CMR 10.06(2), as amended.

***CAC agreed.***

**SECTION ~~6-17~~ 6.14 ELECTRONIC NOTICE** (Note: I can't figure out how to remove the line below)

Any bill, notice or other communication provided or issued by Licensee to any subscriber may be provided or issued, if such subscriber so consents, solely by electronic means.

***CAC agreed.***

The group set the agenda for its 5/10/23 meeting at 3pm, which will address PEG capital expenditures and Article 5 as well as Articles 7 and 8.

**On a motion to adjourn from R. Wood, seconded by D. Arseneau, and approved on a 3-0 vote, the meeting adjourned at 4:32pm.**

Respectfully submitted, \_\_\_\_\_

Rene C. Wood;

Sheffield delegate to Five Town Cable Advisory Committee and member of the Negotiating Subcommittee

Documents used in the meeting:

- Agenda for 4/26/23; Redline Proposed License Renewal Agreement from D. Reing, Esquire
- Spectrum Privacy Policy, effective 1/1/2023; Articles 4 and 6, redlined and annotated