

EILEEN DOWD & GARRY L. EARLES, CO-CHAIRS
MONTAGUE CABLE ADVISORY COMMITTEE
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May 6, 2014

TO: Board of Selectmen, Mike Langknecht (MCCI Board Pres), Dean Garvin (MCTV Station Mgr) and CAC Members.

RE: Initial Meeting to Begin MCCI/MCTV Review by the CAC. Thursday, April 24 from 6-7:30PM in Town Hall.

FOR: Distribution to appropriate parties.

PRESENT: Garry Earles & Eileen Dowd, CAC Co-Chairs, Mark Fairbrother, BoS Chair, Mike Langknecht, MCCI Board President, Dean Garvin, MCTV Station Manager and Jason Burbank, CAC member.

The purpose of this meeting was to meet with all of the appropriate entities regarding the contract between MCCI and the Town Of Montague in order to commence the review process of MCCI/MCTV as stated in said contract. Thus, MCCI and MCTV were informed of the various kinds of data and information needed by the CAC in order to undertake the review. The MCCI/BoS contract, various dates and response requirements were discussed.

DATA & INFORMATION REQUIREMENTS

This section outlines the data and information to be submitted to the CAC no later than 10 days prior to a scheduled June 25, 2014 meeting. The list is in no way to be construed as complete, moreso as a guide. Accordingly, the CAC needs:

1. MCCI Board member list with contact information, officers, subcommittees.
 - A. Clarification of the lines of communication among and between MCCI/MCTV, the Board of Selectmen and the Cable Advisory Committee.
2. MCTV personnel list with contact information.
 - A. Job titles, job descriptions, hours allocated to each position, compensation and benefits.
 - B. Regular and/or on-going volunteer positions, tasks and hours contributed as well as any stipend or other form of compensation allotted.
3. MCTV hours of operation.
4. Retrospective. It was discussed and requested for MCCI/MCTV to provide an historical perspective covering the previous 3-4 years, on the scope of MCTV activity re: personnel changes, operational changes, programmatic contributions, financial state, etc. In essence we want to know how things have transpired (e.g. intended goals vs. actuality) beginning with 2011 to the present day.
 - A. It was strongly suggested that the original MCCI proposal of October 2005 in response to the RFP, which resulted in the January 2006 contract, which in turn was superceded by the May 2009 contract, be consulted and referred to as that document outlined various goals and requirements for MCTV. In essence, where has MCTV met and/or exceeded its goals and expectations and where has it not. Considered reasons as to why or why not such were met are encouraged. Basically, how has MCTV done its job.

5. If said contract (BoS/MCCI) is negotiated and signed in favor of the existing MCCI/MCTV organization as currently constituted, what is the "game plan" for moving forward with regard to: local offerings, physical location, additional personnel, additional community outreach and involvement, increased funding and long-term viability.

CURRENT CONTRACT

It should be noted that the contract being discussed here is the one between the BoS (Town of Montague) and MCCI/MCTV. As such, the CAC is not the negotiating entity and does not have any signatory authority for said contract. That being said, as the liaison between MCCI/MCTV and the BoS, it should be obvious that the CAC will enter into any and all discussions with the BoS concerning these matters when so requested.

During this meeting, it was determined that the initial contract was signed January 1, 2006 (based on the October 2005 proposal) for a period of 3 years which was extended an additional 5 years, taking it to January 1, 2014. While that appeared to indicate that the contract "expired" this past January 1, it was discovered and clarified that the contract was "extended" to May 19, 2014. According to the contract, MCCI was required to notify the BoS (with courtesy notification to the CAC) *in writing* no later than one year in advance of the contract "deadline date" of its intentions. Mr. Langknecht stated such notification was given to the CAC during its September 2012 ascertainment hearing. It was, however, not the CAC that required notification, rather the BoS and that it was required to be in writing. As such, Mr. Fairbrother indicated that even if such written notification was delivered immediately, that in all probability it would not be legal as it did not meet the contractual obligation. Also, that such a situation might well indicate and require a new RFP to be submitted by any and all interested parties. An additional concern relative to this matter concerns Town Meeting approval. It was suggested that clarification of this situation and its legal implications should be addressed by the Town Counsel.

It was noted that regardless of the resolution and outcome of the contractual concerns, the CAC was still needing to conduct the required review. In that regard, a meeting was scheduled for Wednesday, June 25, 2014 (time TBD) whereby the actual review will commence, hopefully to be concluded with a second meeting.

As a final note, there seemed to be some confusion about the 90 Day Review Notification required of the CAC. The CAC is required to give at least 90 days notice that the review will take place and commence no sooner than the expiration of the 90 day period. It was stated that said notification was sent in January 2013, hence the 90 day notice has been met. It was acknowledged by the CAC that there have been obvious delays in performing said review, primarily do to the on-going, complicated, extensive and time-consuming negotiations with COMCAST concerning COMCAST's contract with the Town Of Montague.

On behalf of the CAC,

Best Regards,

Eileen Dowd, CAC Co-Chair

Garry L. Earles, CAC Co-Chair

REMINDER: Material for the Wednesday, June 25 meeting is due no later than Monday, June 16. A subsequent meeting is scheduled for July 10.