

# **Copen & Lind**

**Cable/Access Consultants  
22 Ward St. Amherst, MA 01001  
Tel/Fax 413-256-4902**

March 12, 1999

Tony Vigue, Chairman  
Saco River Cable Committee  
25 Ossippee Trail East  
Standish, Maine 04084

Dear Tony,

We are submitting the following information to help clarify the issue regarding the location of the Public Access Channel which has recently been questioned by a member of the Buxton Cable Committee and the (former) selectmen of the Town of Buxton.

In June of 1997, four months prior to the beginning of the franchise contract negotiations with FrontierVision, all six towns passed resolutions to the effect that each one agreed to support the idea of a regional public access center. These resolutions were passed as a result of the Ascertainment Report Findings and other information offered by the towns and schools at the workshop meetings, public hearings and from the community surveys. In an effort to maximize the available funding, the Saco River Cable Committee and it's negotiating team was charged to ask for a single public access channel. This channel would be seen throughout the Saco River System, and would be operated from a regional public access center by a non-profit organization, jointly funded by all of the towns, and would provide public access services and training to all residents in the six towns on the Saco River Cable System.

The six franchise agreements actually provide for four system-wide access channels. One system-wide Public Access channel would be operated from a single regional public access center with up to 38 potential live insertion points throughout the six towns; two region-wide Educational Access channels, one for each of the SADs operated out of that SAD's High School and one region-wide Government Access channel programmed from the Regional Public Access Center but with the ability for each town to override the regional feed within that towns boundaries for town specific government programming originating from that towns municipal offices.

The P.E.G. requirements of the contract go even further, requiring the implementation of up to 2 additional channels in year 5 of the contract if there is a need for them at that time.

Decisions regarding these channels were to be made by the six towns as a whole, and not by each of the individual towns. The first paragraph of the section of the contracts which details the PEG Access provisions states:

“All provisions of this Section 7 shall be considered to apply to all six Towns of the Saco River Area as a whole.”

The mechanism for the joint decision making process and the franchise contract negotiation process was invested in the Saco River Cable Committee since that committee (and that committee alone) contained duly appointed representatives from all six towns. The reasoning behind this combined approach was simple. No single town would have been able to negotiate such favorable terms with FrontierVision, just as no one town would be able to support the funding requirements of a true public access center, separate from the Government Access channel and the Educational Access channels.

We hope this clarifies the intent of the Franchise Agreements regarding the P.E.G. requirements. If you have any further questions, please do not hesitate to call.

Sincerely,

Paul Lind