

Nottingham Community Television

Policies and Procedures Manual



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Introduction

1. Purpose of this Manual

- 1.1. Provide a set of policies and procedures that enables the Nottingham, NH community to become involved in Nottingham Community Television (NCTV).

2. Nottingham Community Television

- 2.1. NCTV is a local community access television channel, referred as PEG access - “Public”, “Education”, and “Government” programming. NCTV programming is available to Comcast Cable TV subscribers on Town Channel 22 and School Channel 13.
- 2.2. The mission of NCTV is to provide a forum for access to and awareness of public, education, and government community information.
- 2.3. NCTV is the result of the franchise agreement between the Town of Nottingham and the local cable company, Comcast.
- 2.4. NCTV is governed by the Nottingham Board of Selectmen (BOS), as the franchising authority, and any assigned designee. The BOS shall oversee the policies of NCTV and ensure all segments of the community are being served.
- 2.5. The Nottingham Board of Selectmen, or assigned designee, reserves the right to waive any local regulation when judged to be in the public interest.
- 2.6. The Board of Selectmen have designated the Town Administrator as responsible for operations of NCTV, and compliance with these policies.
- 2.7. The Board of Selectmen have also designated the Nottingham School Board as responsible for operations on school property, production and scheduling for Channel 13, and compliance with these policies. The Board of Selectmen reserve final authority for all NCTV matters on “town” and “school” channels.
- 2.8. Other NCTV personnel include trained producers, other Town/School personnel with related duties, and vendors providing training, repair, and support.
- 2.9. NCTV equipment is located at 139 Stage Road, Nottingham NH and 245 Stage Road, Nottingham, NH.

3. NCTV Programming Options

- 3.1. Community Bulletin Board (CBB) – a public service announcement, available for all non-profit organizations, not-for-profit groups, educational, and government agencies.
- 3.2. Pre-Recorded Video Programming – previously held and video recorded meetings, activities, and events.
- 3.3. Live Programming – a live broadcast of an active meeting, activity, or event.

Policy

1. Eligibility Requirements for Use of NCTV

- 1.1. Use of NCTV equipment is free of charge to community members, which includes Nottingham residents, town and school employees, and non-profit community organizations located in Nottingham.
- 1.2. Use of NCTV facilities and equipment is a privilege that can be suspended or revoked if all town policies and procedures are not adhered to, and equipment or facilities are misused or abused.
- 1.3. NCTV, via assigned designees, reserves the right to refuse to provide access to NCTV resources to anyone who is under the influence of alcohol or drugs; who interferes with the orderly conduct of business; who refuses to cooperate with or in any way abuses NCTV staff, volunteers, or other community producers; or who has abused the privileges of NCTV.
- 1.4. Community members have the right to have a program provided the requirements of the Statement of Compliance as described below are met, said program is within the guidelines set forth by the Cable Act of 1984, and does not violate any federal, state or local laws, rules, or ordinances.
- 1.5. Use of NCTV facilities or equipment exclusively for commercial use, or for personal use, is prohibited.

2. Statement of Non-Discrimination

- 2.1. No community member or group shall be denied access to the NCTV channel or facilities on the basis of race, color, sex, age, disability, religious or political belief, or sexual orientation.
 - 2.1.1. Community members under the age of 18 will be required to have a parent or guardian sign the Parental Authorization Form (Appendix C).

3. Equal Opportunity

- 3.1. PEG access is required to offer equal opportunity to the community. The definition of the Equal-Time Rule specifies that U.S. radio and television broadcast stations must provide an equivalent opportunity to any opposing political candidate who request it. Example: if a station gives one free minute to a candidate on the prime time, it must do the same for another candidate.

4. Statement of Compliance

- 4.1. Producers/Endorsers must sign a NCTV Statement of Compliance (Appendix A) stating any program submitted will adhere to these policies, which prohibit the following:
 - 4.1.1. Advertising material designed to promote the sale of commercial products or services other than bulletin board ads (CBB).
 - 4.1.2. Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services, or business with the intent or substantial effect of benefiting or enhancing a profit-making enterprise.

- 4.1.3. The direct solicitation or appeals for funds or other things of value for any and all purposes, except for non-profit organizations.
- 4.1.4. Material which is obscene as defined in [NH RSA Chapter 650-1](#).
- 4.1.5. Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local, state, or federal laws, rules, or ordinances.
- 4.1.6. Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law.
- 4.1.7. Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance.
- 4.1.8. Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other government functions or services.
- 4.1.9. Advertising which endorses or opposes candidates for public office which could be or is also intended to be presented as a paid political advertisement on other media.

5. Violations and Penalties

- 5.1. The Nottingham Town Administrator is authorized to issue warnings and suspensions of use of equipment and use of facilities.
- 5.2. Violations include but are not limited to:
 - Repeated mishandling or abuse of equipment.
 - Handling off-limits equipment or being in off-limit areas.
 - Disregarding NCTV's policies and/or procedures.
 - Unauthorized use of, taking or reserving facilities or equipment.
 - Harassment of personnel and/or volunteers.
 - Falsifying forms including the NCTV Statement of Compliance.
 - Attempted equipment repair, and/or reconfiguration of or changing wiring.
 - Providing false statement and/or false information regarding NCTV and its programming to press or electronic media.
 - Tampering with or modifying video of a public meeting or another producer's project.
- 5.3. Penalties for Violations can result in the following series of actions:
 - 5.3.1. Verbal or written warning
 - 5.3.2. Thirty (30) day suspension.
 - 5.3.3. Ninety (90) day suspension from utilizing equipment and facilities.
 - 5.3.4. Permanent suspension and forfeiture of privileges.

Producing a Program

1. **Responsibility** – The producer is the person ultimately responsible for a program’s content and bears sole responsibility for the content and materials used in all programs, live or recorded.
2. **Ownership** – The copy right and ownership of any program produced belongs to that producer. The raw footage accumulated for a program belongs to the producer and will be retained by the Town for a minimum of 30 days.
3. **Election Campaign Videos** – All candidates, political organizations, and/or supporters of a ballot initiative or warrant article shall receive equal treatment in the access and use of NCTV equipment, which is available on a first come/first serve basis.
 - 3.1. No political program shall exceed 30 minutes per program.
4. **Town Government Use** - Nothing in this section shall prevent any town/school district governing body, Board, Commission, or Committee from utilizing the NCTV equipment, or air time to the degree that they may deem appropriate, as long as the elected or appointed official is representing the majority opinion of their respective governing body, Board, Commission, or Committee.
 - 4.1. Officials who are in the minority and wish to produce a program on the dissenting opinion cannot be assisted by the NCTV staff for any part of the production, with the exception of instruction in use of equipment.
 - 4.2. This section is superseded by any “Town Media Policy.”
5. **Using Production Equipment** – To avoid conflicts and insure fair usage, all equipment should be reserved for use by the producer at least forty eight (48) hours in advance.
 - 5.1. NCTV staff may limit reservations in order to provide equal access.
 - 5.2. Reserve NCTV equipment by scheduling specific dates and times in the Selectmen’s Office.
 - 5.2.1. This should include additional time for NCTV equipment training and to verify the working order of the equipment.
 - 5.2.2. The producer assumes full responsibility for any and all equipment, which includes personal liability for any loss or damaged incurred.

Scheduling a Show

1. **Schedule Show Times** – General programming is scheduled on a first come, first served basis and excludes availability during high priority programming.
 - 1.1. High Priority Programming is considered any meeting and/or programming of the Governing Body, Board, Commission, and Committees, and may override other programming from the broadcast schedule as needed.
 - 1.2. Any scheduling conflicts will be decided upon and/or resolved by the Town Administrator.
2. **File Types** – The NCTV system is capable of broadcasting DVD and mpeg video files.
3. **Copyright** – No program produced or shown on NCTV may break copyright law. This includes the use of copyrighted music, and/or TV and film clips without permission.

- 3.1. Copyrighted material may be used only if written permission has been obtained from the copyright owner (record company, film studio, TV station, etc.) and submitted to NCTV. Use of copyrighted material under the “fair use” guidelines will be permitted. Fair Use guidelines are defined in section 3.2.
- 3.2. Fair Use Guidelines: One of the rights accorded to the owner of copyright is the right to reproduce or to authorize others to reproduce the work in copies or phone records. This right is subject to certain limitations found in sections 107 through 118 of the copyright law ([title 17, U. S. Code](#)). One of the more important limitations is the doctrine of “fair use.” The doctrine of fair use has developed through a substantial number of court decisions over the years and has been codified in section 107 of the federal copyright law. Section 107 contains a list of the various purposes for which the reproduction of a particular work may be considered fair, such as criticism, comment, news reporting, teaching, scholarship, and research. Section 107 also sets out four factors to be considered in determining whether or not a particular use is fair:
 - 3.2.1. The purpose and character of the use, including whether such use is of commercial nature or is for nonprofit educational purposes.
 - 3.2.2. The nature of the copyrighted work.
 - 3.2.3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole.
 - 3.2.4. The effect of the use upon the potential market for, or value of, the copyrighted work
4. **Statement of Compliance** – The producer’s and/or endorser’s signed NCTV Statement of Compliance must be on file before any program will be scheduled for broadcast.
5. **Duplication** – NCTV will, under no circumstances duplicate any portion of any program for any third party without written approval of the producer.

Non-Resident Programs

1. Non-Resident Programs are programs not produced by community members as defined below.
 - 1.1. Unsolicited Non-Resident programs broadcast on NCTV must be endorsed by one community member, which includes signing a NCTV Statement of Compliance (Appendix A) and a “Non-Resident Program – Request for Broadcast Form (Appendix B).
 - 1.2. Non-Resident programs along with its community endorsers must comply with, and meet all the requirements, governing producers and programs produced by community members and NCTV.

Public Service Announcements / Community Bulletin Board

1. Public Service Announcement (PSA) – is an announcement intended to provide a service to the public, for public interest, announcements of upcoming public events, or safety information.
2. Only not-for-profit, educational, charitable, religious, and government agencies may broadcast a PSA. Political campaign messages are prohibited.

3. All PSAs should include the name of the sponsor, a contact person, and contact information where the public may obtain additional information.
4. Consists of a short-worded 720x540 pixel jpeg (picture) file.
5. PSAs should be submitted a minimum of one week prior to the event to guarantee placement of the PSA.

Resolution of Disputes

1. Initial concerns may be addressed informally. For matters relating to the town channel or NCTV broadly, contact the Town Administrator. For matters relating to the school channel, contact the School Board or its designated staff.
2. Formal complaints must be submitted in writing to the Town Administrator within 10 days after the dispute arises. The Town Administrator's decision will be provided within two weeks after receipt.
3. Appeals to the Town Administrator's resolution must be submitted in writing to the Board of Selectmen within 10 days of the Town Administrator's decision. The Board of Selectmen will review and a decision will be provided within two weeks after the Board's next regularly scheduled meeting.

Live Broadcasting

1. Live Broadcasting will abide by all guidelines listed above.

Appendix A

NCTV Statement of Compliance

Producer/Endorser:

Program:

Address:

Phone:

I have read and agree to abide by the policies and procedures of Nottingham Community Television.

Additionally:

- 1)** I am familiar with the nature of this program and accept full responsibility for its content.
- 2)** I understand that the following material is prohibited, I alone am responsible (not NCTV) to make sure the program complies with the following:
 - Advertising material designed to promote the sale of commercial products or services, or material which identifies any product, service, trademark, or brand name in a manner which is not reasonably related to the non-commercial use of such a product, service, trademark, or brand name on the program.
 - Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services, or business with the intent or substantial effect of benefiting or enhancing a profit-making enterprise.
 - The direct solicitation or appeals for funds or other things of value for any and all purposes except for non-profit organizations.
 - Material which is obscene as defined in New Hampshire RSA Chapter 650
 - Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local, state, and federal laws, rules, or ordinances.
 - Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state, or federal law.
 - Material that has a reasonable probability of creating an immediate danger or damage to property, injury to persons, or creating a public nuisance.
 - Material that has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services.
 - Campaign Advertising which endorses or opposes candidates for public office which could be or is also intended to be presented as a paid political advertisement on other media.
- 3)** I have obtained all of the clearances and releases (permissions) from any and all organizations, individuals and groups that are necessary to legally tape and cablecast this program.
- 4)** In recognition of the fact that neither employees or representatives of the Town of Nottingham, or Comcast are censoring the content of this program, I understand and agree to indemnify and hold harmless NCTV, the Town of Nottingham, and Comcast from any liability or other injury (including

reasonable costs of the defending claims or litigations) arising from or in connection with claims for failure to comply with any applicable laws, rules, regulations, or other requirements of local, state and/or federal authorities; for claims of libel, slander, invasion of privacy, or infringement of common or statutory copyright for unauthorized use of trademark, trade name, or service mark; for breach of contractual or other obligation owing third parties by company; and for any other injury or damage in law or equity which claims result from the producer/sponsor's use of NCTV or PEG channels.

5) I am aware that PEG channels, the NCTV studio and its equipment cannot be used for financial gain or other commercial purpose. I understand that all programs made utilizing the NCTV studio and equipment must be cablecast on one of the PEG channels unless such use has been specifically outlined as an exception in the Policies and Procedures.

The following information is agreed to at the discretion of the producer/endorser (please initial your response):

A) Does this program or series contain nudity, extreme violence or profanity? YES_____NO_____

B) Please note any specific restrictions or instructions here

(If the producer/sponsor is a minor, a parent or legal guardian's signature and the Parental Authorization Form is required.)

Signature: _____ Date: _____

Print Name: _____

Address: _____

Phone: _____

Email: _____

Appendix B

Non-Resident Program Request for Broadcast Form

Name of Endorser: _____
(Nottingham Resident)

Address: _____

Phone: _____ Email: _____

Name of Program: _____

Request for Single Program: Y or No Request for Series Program: Y or No

Name of Producer: _____

Program Description: _____

Basis for your endorsement of this program:

Endorser's Signature: _____ Date: _____

Attach a Signed Statement of Compliance Form

APPENDIX C

PARENTAL CONSENT AND AUTHORIZATION FORM

The Parental Consent and Authorization form is to be used when parental consent is required for the participation of minors between 15 to 18 years of age. Minors under the age of 15 are not allowed to participate due to safety and equipment issues.

PARENTS AND/OR LEGAL GAURDIANS ARE SOLELY, LEGALLY AND FINANCIALLY RESPONSIBLE FOR THE ACTIONS OF THEIR CHILD DURING ANY TYPE OR MANNER OF PARTICIPATION WITH NOTTINGHAM PUBLIC ACCESS TV.

THE TOWN OF NOTTINGHAM, ANY AND ALL EMPLOYEES OF THE TOWN OF NOTTINGHAM, NOTTINGHAM PUBLIC ACCESS TV, AS WELL AS ANY AND ALL VOLUNTEERS ASSOCIATED WITH NOTTINGHAM PUBLIC ACCESS TV WILL NOT BE HELD LIABLE IN ANY WAY FOR THE ACTIONS OF ANY MINORS OR ANY INCIDENTS WHILE ASSOCIATED WITH NOTTINGHAM PUBLIC ACCESS TV.

If you have any questions about Nottingham PATV or your child's participation, please call the town administrator at 603-679-5022.

You are making a decision about allowing your (son/daughter/child/infant/adolescent youth) to participate in NPTV. Your signature below indicates that you have read the information provided above and have decided to allow him or her to participate in NPTV. If you later decide that you wish to withdraw your permission for your (son/daughter/child/infant/adolescent youth) to participate in the study, please notify the town administrator or designated NCTV representative.

BY SIGNING THIS AUTHORIZATION AND CONSENT FORM, PARENTS AND/OR LEGAL GAURDIANS ARE SOLELY, LEGALLY AND FINANCIALLY RESPONSIBLE FOR THE ACTIONS OF THEIR CHILD IN ANY FORM OF PARTICIPATION WITH NOTTINGHAM PUBLIC ACCESS TV.

You may discontinue his or her participation at any time.

Printed Name of Child: _____

Signature of Parent or Legal Guardian

Date

Signature of Town Administrator

Date