



Nashua Public Television Policy & Procedures Manual

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Introduction

1.1.0 Purpose of this Manual

1.1.1 Provide a set of policies and procedures that enables the Nashua, NH community to become involved in Nashua Public Television (NPTV).

1.1.2 These policies and procedures shall remain in effect until the NPTV Board of Overseers-known as CTAB (Cable Television Advisory Board) approves a revised edition of the policies and procedures by which NPTV will operate.

1.1.3 All material in this manual is subject to adoption and amendment by NPTV via BRB TV, LLC.

1.1.4 NPTV reserves the right to waive any self-imposed regulation when such a waiver is judged to be in the public interest.

1.2.0 Nashua Community Television

1.2.1 NPTV is Nashua's local community access television station, normally referred to as PEG access. PEG access is an acronym for "Public", "Education", and "Government" programming. You can view NPTV programming on Channel 96 if you have Cable TV as a Comcast subscriber and/or you can view NPTV via certain streaming services, platforms or websites such as Roku, www.BRBTV.live

1.2.1a The mission of NPTV is to provide a forum for access to, and awareness of, public, education, and government community information.

1.2.2 NPTV is the result of the franchise agreement between the City of Nashua and the local cable company, Comcast Communications and subsequently as a result of the contract between the City of Nashua and BRB TV, LLC following a RFP issued by the City. BRB TV, LLC is the legal name of the independent company hired by the City of Nashua to operate and manage the Public Access Channel. BRB TV, LLC uses the name 'Nashua Public Television' in this endeavor. Any reference direct or indirect to NPTV shall by nature include BRB TV, LLC and thus any indemnity to 'NPTV' shall automatically include indemnity to BRB TV, LLC.

1.2.3 NPTV is currently governed by CTAB- a Board established to oversee the operation of NPTV and ensure all segments of the community and all three channels – education/schools, government, and the public - are being served.

1.3.0 NPTV Facilities

1.3.1 Community Bulletin Board (CBB) Non-profit organizations, not-for-profit groups, educational, and government agencies may use NPTV's bulletin board for public announcements. Messages appear on the TV screen when actual programs are not being broadcast or simultaneously when programming is displayed. Information and dated material is added and removed as needed.

1.3.2 Production Facility NPTV offers professional quality analog & digital recording and post production video equipment in addition to studio space.

1.4.0 NPTV Personnel

1.4.1 Station/Operation's Manager: The Station Manager, also known as Operations Manager, is responsible for the operational duties of the station which include maintaining the equipment, managing the weekly programming, updating the bulletin board, providing production training to the community, assigning volunteer duties, supervising volunteer staff and community members on the premises of NPTV and enforcing these policies and procedures. The Station Manager is also responsible for promoting the station by encouraging city government departments, schools, non-profit organizations and city residents and others to use the facility for public, educational and government programming.

1.4.2 Assistant Station Manager/Technical Manager: The duties include assisting the Station Manager in the daily operations of the station, scheduling events and productions, supervising volunteer staff and community members on the premises of NPTV, assisting in the training of volunteers, maintaining equipment status, and performing various other duties with the Station Manager as well as keeping and providing documentation as to the management and operation of the station.

2.0 Policies

2.1.0 Eligibility Requirements for Participation in NPTV

2.1.1 Use of NPTV channels and facilities are free of charge to community members. Community members include residents of Nashua, city and school employees, business owners who operate within the city and real estate property owners within the city, and non-profit community organizations located in Nashua. Members of non-profit community organizations located in Nashua who are not Nashua residents may participate in organizational sponsored productions only. A community member must host or endorse a show.

2.1.2 Other than individuals acting in the capacity of on air personalities, no community member will be eligible to use the facility or the equipment until they have successfully completed appropriate training. Training in the proper use and care of the equipment will be provided by NPTV.

2.1.3 Use of NPTV facilities and equipment is a privilege that can be suspended or revoked if the station's policies and procedures are not adhered to, or if equipment or facilities are misused or abused. In addition, the rules of the building in which the studio is located must be abided by at all times.

2.1.4 NPTV reserves the right to refuse to provide access to NPTV 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, harasses or intimidates NPTV staff, volunteers, or other community host/endorsers; has misused equipment; or who has abused the privileges of NPTV.

2.2.0 Use of PEG Access

2.2.1 Community members have the right to have a program, that they, the host, produce or endorse, broadcast at least once provided they have met the requirements the Statement of Compliance as described in 2.5.1 stating said program is within the guidelines set forth by the Cable Act of 1984 and does not violate these policies or any federal, state or local ordinances.

2.3.0 Statement of Non-Discrimination

2.3.1 No community member or group shall be denied access to the NPTV channels or facilities on the basis of race, color, sex, age, disability, religious or political belief, or sexual orientation.

2.4.0 Equal Opportunity

2.4.1 PEG access is required to offer equal opportunity to the community. PEG access is not required to offer equal time on its channel. The amount of time available may change as BRB TV, LLC grows and usage increases. Time availability is determined by the Station Manager. Shows are played on NPTV with consideration given to host/endorser requests. Any trained community member can produce programming. Those not wishing to be trained can sponsor or endorse programming that is within the guidelines of these policies and conforms to the Cable Act of 1984, and any federal, state, and local ordinances.

2.5.0 Statement of Compliance

2.5.1 Host/Endorsers must sign a NPTV Statement of Compliance that will be kept on file stating that any program submitted will adhere to these policies, which prohibit the following:

- Advertising material designed to promote the sale of commercial products or services
- 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 profitmaking 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. (see Appendix B)
- Any programming that constitutes or promotes any lottery or gambling enterprise that is in violation of any local laws.
- 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.

2.5.2 “See Appendix A for host/endorser’s NPTV Statement of Compliance.”

2.6.0 Technical Standards

2.6.1 Minimum technical standards must be met in order for a program to be broadcast on NPTV. The technical standards are based on the premise that no program should cause viewers to think the cable channel or system is having technical difficulties. All programs should be free of the following problems: • Interruption of the control track—Programs should be free of any break-up, glitches, or distortion of the audio or video portions of the signal. • Incorrect color balance—Programs should accurately reproduce original colors within the scene. Flesh tones will be the standard by which this is judged. • Over modulated video levels—White levels that are too high cause distortions in the audio portion of the signal. Correct exposure during taping is

the best way to eliminate this. • Over modulated or under modulated audio levels—VU meters should consistently read between -20 dB and -1dB during playback of the program.

2.6.2 Technical standards may be waived in cases where the program is of an event or a happening that cannot be repeated, i.e., a one-time event. In such cases, the host/endorser must make a special request to the Station Manager. NPTV will add a short disclaimer to the beginning of the program advising the viewers that portions of the following program may contain technical difficulties.

2.6.3 Although no standards exist regarding camera angles, shot composition, lighting, aesthetics, etc. the host/endorser should always keep in mind that high production values not only increase the attractiveness of a production, but also the effectiveness. The viewer's attention span and retention of information decrease considerably in the presence of shaky camera work, poorly composed and lit scenes, or other distracting elements.

2.7.0 Commercial Use

2.7.1 Use of NPTV facilities or equipment exclusively for commercial use is prohibited. All programming produced with NPTV resources must be available for broadcast on NPTV meeting the requirements of the Statement of Compliance. See section 2.5.0

2.8.0 Violations and Penalties In order for the policies of NPTV to be effective, and to keep operations running smoothly, a penalty system has been instituted. There are two (2) types of violations that can result in restrictions on a community member. The Station Manager, in consultation with the Technical Manager, is authorized to issue warnings and suspensions of use of equipment and use of facilities.

2.8.1 Major Violations

Major violations will result in the following series of actions;

- First violation - immediate ninety (90) day suspension from utilizing equipment and facilities;
- Second violation - permanent forfeiture of privileges;

Major violations include but are not limited to:

- Unauthorized use of facilities or equipment;

- Harassment of personnel and/or volunteers;
- Falsifying forms including the NPTV Statement of Compliance;
- Taking or reserving equipment without staff permission;
- Abuse of equipment, including attempted repair, and/or reconfiguration of or changing wiring;
- Providing false statements and/or false information regarding NPTV and its programming to press or electronic media;
- Tampering with or modifying another host/endorser's project or a public meeting.

2.8.2 Minor Violations

Minor violations will result in the following series of actions:

- First violation - written warning;
- Second violation - thirty (30) day suspension;
- Third violation - ninety (90) day suspension;
- Fourth violation - permanent suspension;

Minor violations include but are not limited to:

- Failure to cancel reservations in accordance with policy;
- Late pick-up or return of equipment without notification and approval;
- Repeated mishandling of equipment;
- Eating, drinking, or smoking in restricted areas;
- Failure to clean-up after use of facilities;
- Handling off-limits equipment or being in off-limits areas;
- Loitering;
- Disregarding NPTV's policies and/or procedures, interfering with or disrupting other host/endorser project/show or the daily operation of the facility.

2.8.3 Community members are encouraged to resolve difficulties on the staff level. Any community member wishing to appeal an action of the staff may request an appeal in accordance with part 3.8.0 of these policies.

2.9.0 Producing a program

The host/endorser is the person ultimately responsible for a program's content and fate. As the primary person responsible for production, the host/endorser is responsible for coordination of schedules, facilities, equipment. The host/endorser appoints a director and determines the program's main objectives. A host/endorser may suggest a specific approach to achieve the show's intent, or the host/endorser may himself/herself direct.

2.9.1 The copyright and ownership of any program produced by a community host/endorser belongs to that host/endorser. Host/endorsers bear sole responsibility for the content and materials used in all programs live or taped; host/endorsers must sign the NPTV Statement of Compliance.

2.9.2 The raw footage accumulated for a program belongs to the program's host/endorser. However, it will be retained for his/her use only until the final edited program has been cablecast once, at which time the raw footage tape(s) or device/media storage space will be recycled.

2.9.3 NPTV may keep clips of raw footage tape that is generic or of historical significance.

2.9.4 All qualifying edited programs will be broadcast at least once. The host/endorser may limit additional playback or leave it to the discretion of the Station Manager.

2.9.5 NPTV may use clips from any host/endorser's program(s) for the purpose of promoting NPTV.

2.9.6 A program will not be copied, bicycled (offered to other PEG Access stations), or entered in any contest without the permission of the host/endorser.

2.9.7 The use of the NPTV name or any part of it intended to identify the program as a production of NPTV is strictly prohibited without prior written approval from the Station Manager. Approval may be obtained by written request accompanied by a summary of the program content to the Station Manager.

2.9.8 Station personnel may be available to assist in the production of any program as their personal and professional schedules permits.

2.9.9 No one associated with NPTV may edit any part of a public meeting. Failure to comply with this rule will constitute a Major Violation. See 2.8.1

2.9.10 NPTV reserves the right to run archived programs with host/endorser's written permission.

2.10.0 Producing Election Campaign Videos

2.10.1 All political candidates and political organizations supporting a political candidate and/or a ballot initiative or warrant article appearing on the next scheduled city ballot shall receive equal treatment in the access and use of the NPTV Studio and facilities in the production and airing of campaign videos, as long as a Nashua resident is involved in the production.

2.10.2 NPTV staff, volunteers, employees and contractors shall be free from coercion for any political purposes. Staff are prohibited from using official authority or position for the purpose of seeking to interfere with or affect the result of an election, nomination for office, or a warrant article or ballot initiative.

2.10.3 Candidates and proponents of issues appearing on the upcoming ballot, including but not limited to warrant articles, will be informed as to how they can create their own election campaign video in the studio utilizing volunteers. Such election campaign videos shall not exceed 30 minutes. Staff of NPTV shall not themselves produce election campaign videos, nor election campaign videos for warrant articles, nor election campaign videos that promote one side of an up-coming ballot issue.

2.10.4 Staff of NPTV are permitted to assist in the production of “interview type videos” in which political candidates and proponents of ballot initiatives may appear to discuss their political positions and to urge the residents of Nashua to vote for their candidate or ballot issue. A political “Interview-type Video” means a video taped at the NPTV studios where the candidate or proponent of an issue is interviewed by a neutral NPTV volunteer moderator. Political “Interview-type Videos” shall not exceed 30 minutes in duration.

2.10.5 All candidates shall have equal access to appear on the “interview-type” videos referred to in Sec. 2.10.4. NPTV shall administer access to these “Interview-type Videos” involving political candidates and organizations promoting a ballot initiative in a fair, just, and equal way, without any favoritism shown to any candidate or ballot initiative. All requests for such “Interview-type Videos” will be produced with NPTV on a first-come-first-serve basis unless that requesting party declares that he or she is unavailable for a reasonable period of time after requesting the “Interview-type video” production. NPTV employees shall make reasonable efforts to accommodate candidates and issue proponents in the order in which the request were made.

2.10.6 Requests for studio use and/or equipment are to be made in writing and will be processed on a first come, first served basis. Requests for studio or equipment use should be made as soon as possible, but all candidates shall be allowed to produce videos.

2.10.7 Candidates’ videos will be limited to thirty (30) minutes in length, timed from the beginning of the tape, and shall include ten (10) seconds of black at the beginning, title, show content, and credits at the end.

2.10.8 Warrant article or ballot issue videos will be limited to one video, recommended to be thirty (30) minutes in length.

2.10.9 Credits must include, at a minimum, the name of the host/endorser, and the copyright holder and year.

2.10.10 Any submission such as tape or media storage devices must be labeled with a title and an accurate time, including the pre-roll (PR) and total running time (TRT) from beginning of the program not to exceed 30 minutes.

2.10.11 Tapes are not previewed by anyone. Host/endorsers and candidates take responsibility for the content and accuracy of their videos by signing a Statement of Compliance.

2.10.12 Each candidates one video must be delivered to NPTV for scheduled play according to the provisions of part 3.4.0.

2.10.13 Any candidate who feels aggrieved by a denial of any provision of this policy is encouraged to resolve difficulties on the staff level. Any community member wishing to appeal an action of the staff may request an appeal in accordance with part 3.8.0.

2.10.14 Any Candidates program not produced at NPTV or by NPTV staff will not be aired unless the political candidate petitions the station with a list of 25 Nashua Residents who would like to see it aired.

2.10.15 Nothing in this section shall prevent any City governing body, Board, Commission or Committee from utilizing NPTV facilities or air time to the degree that they may deem appropriate.

2.11.0 Program Underwriters: A “program underwriter” is an individual, group, or entity who provides monetary or tangible assets to aid the production of a program. Such programs are designated as “underwritten programs.”

2.11.1 Underwritten programs shall designate a host/endorser who shall be subject to the same requirements (including, without limitation, the execution of a Statement of Compliance) and enjoy the same rights, and privileges, as host/endorsers and endorsers of other programming.

2.11.2 Commercial enterprises may underwrite programs that promote general interest in the nature of their business.

2.11.3 All underwritten programs may use a PBS style credit with logo or other graphic and voice over. For example: “This program was made possible with funds and/or ‘in kind’ donations provided by _____ (name/address)_____.” A voice over reading of the above credit is also permitted.

2.11.4 The credits may run for a maximum of (30) thirty seconds at the beginning and end of each program.

2.12.0 Scheduling Playback: A schedule will reflect a fair and practical day and time assignment for each program. Consideration will be given to organize and schedule shows based upon host/endorsers request while balancing a constant schedule of programming i.e. regular weekly shows vs one-time events, short series shows.

2.12.1 Safe Haven & Community Standards:

The First Amendment to the US Bill of Rights: “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.” The US Supreme Court held that the Due Process Clause of the Fourteenth Amendment applies the First Amendment to each state, including any local government.

2.12.1A Adult Programming: Obscenity and Pornography are constitutionally unprotected and prohibited at all times. Indecency and Profane Language may NOT be prohibited, but will be played ONLY between the hours of 10pm and 5am. Note that obscene material only concerns sexual organs and sexual acts. Indecent material includes sexual or excretory functions or organs, and so-called profane words. The FCC’s regulations concerning safe harbor or safe haven concern only indecent programming, which is defined by the FCC as follows: “language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities. Indecent programming contains patently offensive sexual or excretory references that do not rise to the level of obscenity. Indecent programming may, however, be restricted in order to avoid its broadcast during times of the day when there is a reasonable risk that children may be in the audience”. Bearing in mind that it has not necessarily been established that these rules apply to cable access TV, but only to broadcasters, the FCC traditionally refers complaints about programming under these rules back to the municipality that regulates the access center. Most municipalities have adopted the FCC standards on obscenity and indecency and enforce local community standards for cablecast.

2.12.1B NPTV will work in partnership with citizens, citizen groups, businesses, and community organizations to provide progressive, responsible and diverse programming based upon local community standards. Producers are expected to alert NPTV staff to programming that may be inappropriate for younger viewers. NPTV reserves the right to restrict cablecast programming with excessively violent material, offensive language, nudity, or sexually explicit material in order to preserve a safe haven for viewing by “all audience members”. Mild Adult: intended for mature audiences only: may be aired between the hours of 10pm to 5am. This category of

programming intended for adult audiences may include frequent profanity, hard violence, and brief frontal nudity of a non-sexual or non-erotic nature. This category is similar to what viewers are generally accustomed to seeing in stronger PG-13 rated material, and some R rated material, or on some network broadcast and cablecast television (TV-MA) after Midnight. Strong Adult: intended for mature audiences only that may include constitutionally protected “indecent” speech: may be aired between the hours of 12am to 4am. This category includes any uses or harsh depictions of violence or nudity that is persistent or otherwise goes beyond brief or infrequent uses. This category is similar to what viewers are generally accustomed to seeing in stronger R, NC-17 and X rated material, or in some cable TV pay-channels or pay-per view channels. NPTV believes that when it comes to controversial (not illegal) content in programming, the response should be to encourage more speech, as opposed to enforcing silence. Furthermore, NPTV is forbidden by law from censorship, or content control. NPTV encourages anyone who disagrees with a program to produce counter-programming presenting an opposing point of view, or otherwise responding to the program in question. Upon receipt of a Request for Cablecast for any program, NPTV reserves the right to inform the public of a local Producer of Record’s intent to cablecast a particular program to which it believes a segment of the community may wish to respond.

2.13.0 Scheduling Studio Time:

In respect for and fairness to other host/endorsers, cancellations should be made as soon as a host/endorser knows they will not be able to keep a given reservation.

2.13.1 Host/Endorsers failing to cancel before scheduled use will be given a written warning as a minor violation.

2.13.2 Staff will cancel and reallocate facility and equipment use reserved by host/endorsers who arrive more than 20 minutes past their scheduled use time.

2.13.3 Abuse of the cancellation policy may result in suspension of access use privileges.

2.14.0 Code of Conduct: The facilities of NPTV are a day-to-day work and educational environment. It is expected that all participating individuals (Hosts, Endorsers, Producers, Guests, and Volunteers) will conduct themselves in a responsible manner at all times and not interfere with the orderly conduct of activities and programs. All participating individuals, including staff, are asked to respect others within the work environment and while on NPTV premises. We ask that each member and their guests work for the long-term success of Nashua Public Television Service, Inc. and its goals.

2.14.1 Definitions Facility Suspension: Loss of facility privileges to include: - Entrance into NPTV facility - Studio Use - Equipment Use - Immediate return of all facility property and equipment.

2.14.2 Unacceptable behavior : The following actions are considered conduct that disturbs the work environment: - Personal verbal attacks or harassment of individuals and or groups including, but not limited to, sexual, verbal or physical harassment; Yelling or loud and disruptive discussions - Loitering on facility premises. Any conduct which disrupts the workplace environment.

2.14.3 Right to refuse service: To ensure that NPTV equipment and facilities remain in good working order, are available to the broadest range of producers, and that the resources are used solely for their intended purpose, NPTV reserves the right to refuse service on a temporary or permanent basis, or otherwise initiate suspension of services, disciplinary actions, or other legal action against groups or individuals interfering or jeopardizing NPTV's operations or otherwise violating the rules and procedures.

2.14.4 Requests to leave premises: NPTV staff may request that an individual leave the facilities immediately as follows: If an individual possesses, consumes, sells or dispenses alcohol or illegal substances in the NPTV facilities or premises, or If an individual appears to be under the influence of alcohol or drugs, or not in control of his/her faculties, or If an individual behaves in a threatening manner or interferes with the orderly conduct of NPTV activities, facilities or programs, or displays an inability to properly operate production equipment.

2.14.5 Major Offenses: A Major Violation will bring immediate three month-(90 day) day suspension from using equipment and/or entering facilities. A second violation shall result in forfeiture of privileges as a host/endorser including your right to program playback. These include, but are not limited to the following: Theft, vandalism, or willful damage to NPTV equipment or facilities, or willful injury to or theft of the personal property of any NPTV staff person, user or guest. Falsifying or providing misleading information on forms and/or documents. Use of facilities, channel, or equipment for private, commercial or any purpose other than for the production of non-commercial programming for cablecast on the NPTV channel(s). Transferring and permitting use of equipment by non-certified users without a certified user present at all times- Breach of signed Cablecast Request form or failure to inform staff of "controversial" programming as indicated on this form. Threat, assault, verbal or sexual harassment of staff or NPTV volunteers. False representation by user of him/herself as an employee, representative, or agent of NPTV. Reconfiguring equipment, wiring, unauthorized attempted repair or attaching accessories without staff permission. Any disregard for NPTV's operating policies and procedures. Any action that could be considered illegal under NH law.

2.14.6 Minor Offenses: Minor offenses can disrupt the operations of the NPTV facility and services, and will not be permitted. Minor violations include (but may not be limited to) (A) Failure to cancel an equipment or facility reservation. (B) Late pick-up or return of equipment

without prior notification or approval (C) Mishandling of equipment (D) Smoking in the facility (E) Unauthorized entry into non-public or restricted areas of the facilities (F) Failure to clean up after facility use (G) Failure to vacate the studio in a timely manner (H) Return of functional but dirty/mis-packed equipment (I) Other violations of NPTV's rules and procedures

2.14.6A- Minor offenses that occur within a 12-month period from the date of the first violation shall result in action up to and including the following series of sanctions: (A) First Violation- Written Warning (B) Second Violation- Final Written Warning (C) Third Violation- 30 day facility/equipment suspension (D) Fourth Violation- 60 day facility/equipment suspension (E) Fifth or successive violations- 90 day facility /equipment suspension

2.14.7- Financial Responsibility: In addition to user sanctions, host/endorsers will be held financially responsible for the replacement and repair of any equipment lost, damaged or destroyed while in their care and responsibility. Complete restitution may be required before any additional facility use is authorized.

3.0 Procedures

3.1.0 Getting Started: There are many different ways to participate in community television. You can be a host/endorser of shows, an endorser of a program or series of programs, a volunteer, a performer, a reporter, an artist, or a viewer. The following procedures are designed to allow you to participate in community television in any or all of the above ways with as little difficulty as possible.

3.1.1 If interested in participating in NPTV, contact the Station Manager to arrange a meeting to discuss your ideas and plans and the procedures for getting started.

3.1.2 If you intend to produce yourself, or be a crew member on another host/endorser's project, you will need to be trained on the types of equipment you will be using. See 2.1.2

3.2.0 Training

3.2.1 Anyone wishing to operate any equipment at NPTV must first be certified for use on that equipment or system. Certification is granted after successfully completing required training and/or passing a "hands on" test by a staff member of PEG/NPTV.

3.2.2 The following is a list of the training offered: • Video Camera Operation to include audio equipment • Studio production • Editing

3.2.3 After successfully completing/passing training, you may receive certification indicating that you are qualified to use that equipment covered in the class.

3.2.4 To register for training, contact the Operations Manager George Russell 603-809-6429
George@BRBTV.live

3.3.0 Using Production Equipment

3.3.1 To avoid conflicts and insure fair usage, all equipment should be reserved for use by the host/endorser at least forty eight (48) hours in advance. As demand increases, it will be advisable to make your reservations even earlier.

3.3.2 To prevent monopolization of equipment by any one host/endorser or group of host/endorsers, reservations will not be taken more than two (2) weeks in advance. The only exception will be reservations for programs that will include footage of a scheduled event. These reservations will be taken more than two (2) weeks in advance to ensure equipment availability on that particular day.

3.3.3 To schedule equipment reservations, contact the NPTV staff to check availability and make your reservation request.

3.3.4 The host/endorser is to arrive at the NPTV facilities at the scheduled time for pick-up of equipment. If the host/endorser is going to be late, contact the Station Manager, Assistant Station Manager or NPTV staff. Failure to arrive on time or to contact NPTV in advance of late arrival may result in forfeiture of the reservation and is a minor violation as outlined in 2.8.0 unless there is a reasonable explanation.

3.3.5 The host/endorser is to ensure the equipment is in good working order and make note of any damage or defect at the time the equipment is checked out. The host/endorser must sign the appropriate Equipment Sign Out form.

3.3.6 Community members under the age of 18 will be required to have a parent or guardian sign the Equipment Sign Out form when equipment is to be picked up.

3.3.7 The host/endorser assumes full responsibility for any and all equipment that is checked out in his/her name. This personal liability includes loss, stolen or damage incurred, other than normal wear and tear, for which the host/endorser may be charged. The host/endorser shall pay for the cost to repair or replace any equipment that is lost, stolen, damaged or not returned to NPTV.

3.3.8 To ensure equipment availability, all equipment checked out must be returned to the NPTV facility at the time specified at check out. Failure to comply is considered a minor violation described in 2.8.2.

3.3.9 All equipment being checked out, signed out and returned must be done when the studio is open or done by appointment and done in the presence of a NPTV representative and visually inspected and checked in and out by a NPTV staff member.

3.3.10 Problems with equipment shall be reported to the Station Manager. Any lost, stolen or damaged equipment shall immediately reported to the Station Manager (George Russell 603-809-6429).

3.3.11 All shows produced with NPTV equipment must be submitted for broadcast within 90 days of initial equipment usages unless other provisions are made with Station Manager.

3.3.12 Equipment signed out for training purposes does not require a program for cablecast.

3.3.13 User shall be billed for any cost of repair or replacement equipment that is not returned.

3.3.14 In the course of equipment use or production, a user shall not represent to any party or person that he/she or any other person involved represents NPTV or the City of Nashua in any manner.

3.3.15 User shall be responsible for safeguarding the equipment and acknowledge and agree as follows: While the equipment is in my care, I will: Protect it from excessive shock or vibration, Protect it from water, moisture, liquids, and corrosives, Protect it from grit and grime, Protect it from excessive heat in cars or sunlight, Protect the camera lenses from scratches, Protect the camera image sensor from direct sunlight, and Protect the equipment from theft or vandalism.

3.3.16 Editing: The editing equipment and its computer station is limited to 5 hours per week not to exceed 15 hours per month per program.

3.4.0 Scheduling a show

3.4.1 Schedule times for programs is the sole responsibility of the NPTV staff. Refer to section 2.12

3.4.2 The NPTV system is capable of broadcasting DV, DVD, MPG2, MPG3, MPG4, only. Programs on other formats must be transferred to one of these formats prior to delivery to NPTV, in order to be broadcast to the community.

3.4.3 All programs submitted for broadcasting must contain a minimum 10 second countdown leader.

3.4.4 All programs submitted for broadcasting must be accurately labeled and slated with the program title, host/endorser's name, date of production, pre-roll (PR), and total running times (TRT). Complete labeling must appear on both the packaging and on the sleeve/case in which it is delivered.

3.4.5 No program produced or shown at NPTV may break copyright law. This includes the use of copyrighted music, and/or TV and film clips without permission. Copyrighted material may be used only if written permission has been obtained from the copyright owner (record company, film studio, TV station, etc.) by the host/endorser and submitted to NPTV. The use of copyrighted material under the “fair use” guidelines will be permitted.

3.4.6 To have a program broadcast, a host/endorser or endorser must contact the Station Manager. The Station Manager shall make the initial determination whether the submitted program is acceptable for the NPTV schedule, or whether the proposed program should be shown during a restricted timeslot, or rejected altogether for cablecast on NPTV. All programs determined by the Station Manager to be subject to restricted time-slots or rejected altogether may be referred to the NPTV Board of Overseers-CTAB for final determination of the appropriateness of the proposed program. The Station Manager makes all final scheduling decisions. The Station Manager will give all videos submitted for airing which are determined acceptable for regular rotation equal opportunity to be aired in the regular weekly schedule rotation. The Station Manager will cablecast restricted programs only during time periods designated appropriate for the restricted programs, as determined by the Board of Overseers-CTAB.

3.4.7 All host/endorsers interested in doing any live programs must remember to book channel time as well as production equipment. Booking equipment for a certain day and time does not guarantee that channel time will be available and vice versa.

3.4.8 The host/endorser’s and/or endorser’s signed NPTV Statement of Compliance must be on file before any program will be scheduled for broadcast.

3.4.9 Host/endorsers who bring in programs on their own media storage device are responsible for collecting the device after it has finished being broadcast on the channel.

3.4.10 If a program on a device provided by NPTV is unclaimed 3 months after its last cablecast date, reasonable attempts will be made to contact the host/endorser to come and collect the tape. If the host/endorser cannot be contacted, the device will be considered abandoned and will become the property of NPTV.

3.4.11 The program will be retained in the playback files as long as it is deemed timely. The Station Manager will then determine whether the program should be archived or recycled.

3.4.12 NPTV may schedule subsequent showings of programs beyond the playback time requested by the host/endorser. The host/endorser may limit additional playback.

3.4.13 NPTV may use these programs or portions of them to promote community television without further clearance from the host/endorser unless the host/endorser specifically requests otherwise.

3.4.14 NPTV will, under no circumstances, duplicate any portion of any program tape for any third party without written approval of the host/endorser.

3.5.0 Non-Resident Programs Non-Resident programs are programs not produced by community members as defined in section 2.1.1.

3.5.1 Non-Resident programs broadcast on NPTV must be endorsed by a community member or the Operations Manager or Technical Manager. The community member shall sign a NPTV Statement of Compliance. (See Appendix A). Examples may include programs or shows from other towns/cities public access channels.

3.5.2 Non-Resident programs submitted by a community member must be accompanied by the Statement of Compliance form executed by the community members (who is 18yrs or older) who agree to act as co-endorsers, and licensing authorization. Forms may be obtained from NPTV (See Appendix A).

3.5.3 Non-Resident programs along with its community endorsers must comply with, and meet all the requirements, governing host/endorsers and programs produced by community members and NPTV.

3.6.0 Placing Public Service Announcements (PSAs) on the Community Bulletin Board. A PSA is an announcement intended to provide a service to the public. PSAs provide information about a non-commercial service in the public interest, announcements of upcoming public events or safety information.

3.6.1 Only non-profit or not-for-profit organizations, educational, and government agencies may place a PSA on the Community Bulletin Board (CBB).

3.6.2 The PSA may be presented to NPTV by any of the following methods: • Web site form • Email • In person • U. S. Mail

3.6.3 All PSAs must include the name of the sponsor, a contact person, and phone number where the public may obtain additional information.

3.6.4 All PSAs must be submitted a minimum of two (2) weeks prior to the event to guarantee placement of the PSA.

3.6.5 All PSAs will be removed from the CBB following the event. If the PSA is not concerning an event the announcement may be removed two (2) weeks after being placed on the CBB.

3.6.6 NPTV reserves the right to edit the information provided for clarity or to reject any announcement it deems inappropriate, non-educational or fails to comply with the standards of a PSA.

3.7.0 Copies of NPTV and Community produced programs.

3.7.1 Copies of all programs produced by NPTV staff, NPTV volunteers or host/endorsers who have given duplication rights to NPTV may be purchased by making a request to the NPTV Station Manager accompanied by a fee of twenty dollars (\$20.00 with checks payable to City of Nashua) per device/ DVD. Host/endorsers of programs are entitled to one free copy.

Host/endorsers are allowed to make a maximum of 2 copies of each show. Host/endorsers must provide their own media format. Host/endorsers may use NPTV dubbing equipment when available.

3.7.2 Only copies of finished programs are available for purchase. At no time will raw footage be made available for purchase, reproduction, or review.

3.7.3 All programs produced by NPTV are copyrighted by NPTV. All programs produced by Community Members are copyrighted to the individual host/endorser(s). Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted material. Criminal copyright infringement is investigated by the FBI and may constitute a felony with a maximum penalty of up to five (5) years in prison and or a \$150,000.00 fine.

3.7.4 All purchased authorized copies of programs are licensed for private home exhibition only. Any public performance, copying, or other use is strictly prohibited. All other rights reserved.

3.8.0 Resolution of Disputes When disputes or disagreements with the decisions and rulings of NPTV occur, they will be resolved in the following manner:

3.8.1 The complaint must be submitted in writing to the Station Manager within thirty (30) days after the dispute arises. The Station Manager shall consult with and review the complaint with the Technical Manager and a determination as to a resolution will be timely issued. The Station Manager's decision will be passed down in writing within two (2) weeks after submission with a copy going to the Board of Overseers-CTAB.

3.8.2 The complainant may then request in writing, within thirty (30) days of the Station Manager's decision, an appeal in person to the Board-CTAB. A final decision will be communicated in writing by the Board-CTAB.

3.9.0 NPTV Shows Broadcasting Time and schedules.

3.9.1 Regular Scheduled Programs: Shows will air in the time/day categories shown below:

PRIME TIME: Mornings Monday-Friday 6a-10, &

Prime Time Evenings Monday-Friday 6p-11p

SECONDARY Times: Monday-Friday 10a-6p

OVERNIGHTS: Monday-Friday 11p-6a

WEEKENDS: Friday 11p-Monday 6a

3.9.2 Live Programs: Live programs deemed by Station Manager to be in the interest of the community may pre-empt any regularly scheduled programming. The pre-empted programs will be broadcast at a comparable time.

3.9.3 As much as possible, regular series shows will receive regular playback times.

3.9.4 Host/endorser agrees that the following text or equivalent of a similar message/disclaimer shall be played at the beginning and end of any show. "The views and opinions expressed in this show are those of the video host, endorser, sponsor and guests and do not reflect the policies, positions, views or opinions of NPTV, BRB TV LLC, its owners, staff or the City of Nashua."

3.9.5 The host/endorser/guests are solely responsible for the content of their show and as such agree as follows:

I agree to comply with NPTV requirements with respect to local access activity and operations. I give permission to NPTV, at its discretion, to display my name at the beginning and/or end of the program as its host/endorser/producer/sponsor; to insert customary program information such as video title; and, to direct any inquiries regarding the program to me.

I agree that I am solely responsible for the content of this program(s) and am solely responsible for compliance with legal requirements applicable to the content and cablecasting of this program (s) and do not hold NPTV, its staff, its employees, its Board of Directors, or the City of Nashua responsible for its content or cablecasting or legal compliance in any way. I acknowledge that the host/endorser/producer/sponsor is responsible for obtaining all approvals, clearances, licenses, etc. for the use of these program materials; including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, private individuals, property owners, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast and webcast the program on the NPTV public access channels. I agree to indemnify and hold NPTV, BRB TV, LLC, its staff, and the City of Nashua harmless against any and all claims, damages or liabilities arising in connection with my acts or omissions and in connection with the content and

cablecasting of my program(s); or arising out of or in connection with any breach of this Agreement including, but not limited to, any claims in the nature of privacy violation, personal or property damage, misappropriation of commercial or private images, libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material or material subject to other lawful intellectual property rights. I accept primary responsibility, and will indemnify and hold NPTV, BRB TV, LLC its staff, and the City of Nashua harmless for any acts or omissions, damages, or liabilities caused by any of my invitees, guests, assistants, or minor children or others under my supervision or otherwise accompanying me or assisting with a production at my request. I shall not use NPTV or PEG channels, equipment or facilities for any personal or private financial gain or other commercial purposes. I understand that violation of the terms of this request is grounds for suspension or forfeiture of the right to use PCM equipment, facilities, or channel time.

End of Procedures.

Statement of Compliance

Host/Endorser _____
Program _____
Address _____ Phone _____
Email: _____

I have read and agree to abide by all the policies and procedures of Nashua Public Television and they are incorporated herein by reference. Additionally:

- 1) I am familiar with the nature of this program and accept full responsibility for its content.
- 2) I alone am responsible (not NPTV) to make sure the program complies with the following and I understand that the following material is prohibited : • 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 laws • Material which constitutes libel, slander, defamation, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, licensing 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
- 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) For good and valuable consideration and in recognition of the fact that neither NPTV staff nor any employees, staff, contractors or representatives of BRB TV, LLC or the City of Nashua, or Comcast are censoring the content of this program, I understand and agree to release, indemnify and hold harmless NPTV, the City of Nashua, 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, defamation, invasion of privacy, or infringement of common or statutory copyright for unauthorized use of

trademark, trade name, or service mark; licensing for music, footage or use of name, image or likeness; 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 my use, the host/endorser/sponsor's use of NPTV, BRB TV, LLC or PEG channels, studios, equipment or broadcasting.

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

6). I agree to comply with NPTV requirements with respect to local access activity and operations. I give permission to NPTV, at its discretion, to display my name at the beginning and/or end of the program as its host/endorser/producer/sponsor; to insert customary program information such as video title; and, to direct any inquiries regarding the program to me. I further authorize NPTV to use my name, image and likeness in this and in subsequent broadcasts.

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

1) The NPTV staff may cablecast this program as often as they deem appropriate: YES _____ NO _____

2) Clips of raw footage may be retained as file footage: YES _____ NO _____

3) This program may be shared with other PEG centers: YES _____ NO _____

4) As stated in section 3.7 in the Policies & Procedures, the NPTV staff may copy this program upon request. YES _____ NO _____

5) Please note any specific restrictions or instructions here

Signature: _____ Date: _____

(If the host/endorser/sponsor is a minor, a parent or legal guardian's signature is required)

Signature: _____ Date: _____

Print Name: _____

Address: _____

Phone: _____ Email: _____

Appendix B NH RSA Section 650:

1 Definitions. CHAPTER 650 OBSCENE MATTER General Provisions Section 650: 1 650: 1

Definitions. - In this chapter: I. "Disseminate" means to import, publish, produce, print, manufacture, distribute, sell, lease, exhibit or display. II. "Knowledge" means general awareness of the nature of the content of the material. III. "Material" means any printed matter, visual representation, live performance or sound recording including, but not limited to, books, magazines, motion picture films, pamphlets, phonographic records, pictures, photographs, figures, statues, plays, dances or other representation or embodiment of the obscene.

Undeveloped photographs, molds, printing plates, and the like, shall be deemed obscene material notwithstanding that processing or other acts may be required to make the obscenity patent or to disseminate it. IV. Material is "obscene" if, considered as a whole, to the average person (a) When applying the contemporary standards of the county within which the obscenity offense was committed, its predominant appeal is to the prurient interest in sex, that is, an interest in lewdness or lascivious thoughts; (b) It depicts or describes sexual conduct in a manner so explicit as to be patently offensive; and (c) It lacks serious literary, artistic, political or scientific value.

V. "Predominant appeal" shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other especially susceptible audience. VI. "Sexual conduct" means human masturbation, sexual intercourse, actual or simulated, normal or perverted, whether alone or between members of the same or opposite sex or between humans and animals, any depiction or representation of excretory functions, any lewd exhibitions of the genitals, flagellation or torture in the context of a sexual relationship. Sexual intercourse is simulated when it depicts explicit sexual intercourse which gives the appearance of the consummation of sexual intercourse, normal or perverted. VII. "Child" means a person under the age of 18. Source. 1971,518:1.

1976,46:3.1977,199:3.1994,60:1, eff. Jan. 1, 1995.

<http://www.gencourt.state.nh.us/rsa/html/LXII/650/650-1.htm> 09/01/2004

Section 650:2 Offenses. CHAPTER 650 OBSCENE MATTER General Provisions Section 650:2

650:2 Offenses. - I. A person is guilty of a misdemeanor if he commits obscenity when, with knowledge of the nature of content thereof, he: (a) Sells, delivers or provides, or offers or agrees to sell, deliver or provide, any obscene material; or (b) Presents or directs an obscene play, dance or performance, or participates in that portion thereof which makes it obscene; or (c) Publishes, exhibits or otherwise makes available any obscene material; or (d) Possesses any obscene material for purposes of sale or other commercial dissemination; or (e) Sells, advertises or otherwise commercially disseminates material, whether or not obscene, by representing or suggesting "that it is obscene. II. A person who commits any of the acts specified in subparagraphs (a) through (e) of paragraph I with knowledge that such act involves a child in material deemed obscene pursuant to this chapter is guilty of: (a) A class B felony if such person has had no prior convictions in this state or another state for the conduct described in this paragraph; (b) A class A felony if such person has had one or more prior convictions in this state

or another state for the conduct described in this paragraph. III. For the second and for each subsequent violation of paragraph I, such person shall be guilty of a class B felony. Source. 1971,518:1. 1976,46:4. 1977, 199:2. 1983,448:3. 1994,60:2, err. Jan. 1, 1995.