Governmental Television Policy & Procedures Manual

Town of Readfield, Maine

February 3, 2003

Robin L. Hint

Attested to be a true copy of Governmental Television Policy & Procedures Manual 2-3-2003

motion to pass 2-3-03 Vote 4-0-0

READFIELD GOVERNMENTAL TELEVISION

Policy & Procedures Manual

Section 1.0 Name & Location:

The organization will be known as Readfield Governmental Television-Channel 7 (RGTV-7) with its principal residence located at the Asa Gile Hall, Town Of Readfield, Kennebec County, Maine.

Section 2.0 Purpose:

2.1 To insure that RGTV-7 operates in the public interest and in accordance with Federal Communications Commission (FCC) Rules and Regulations in providing Governmental access television needs and services for the town(s) it represents.

2.2 To insure that the RGTV-7 serves the community and region with non-commercial programming that promotes awareness and discussion of local issues and activities, and allows an opportunity for residents of Readfield to present their artistic, cultural, and political perspectives through the medium of television on a non-discriminatory basis.

2.3 Volunteers are vital to Readfield Governmental Television. Accordingly, one purpose of RGTV-7 is to provide local residents with an opportunity to gain experience in television production and to see their efforts cablecast on RGTV-7 in Readfield and the surrounding communities. All prospective volunteers should contact the Readfield Town Office.

Section 3.0 Readfield Governmental Television-Channel 7 (RGTV-7):

3.1 Board of Selectman: Responsible for coordinating franchise negotiations, determining the needs of the town, and assisting the RGTV-7 Manager in providing the best programming for the community.

3.2 Town Manager: Advisory liaison between the Board of Selectman and Channel Manager for guidance in daily duties and responsibilities as needed.

3.3 RGTV-7 Manager: Responsible for operations of RGTV-7 associated with posting of public service information on the station, as well as coordinating any live broadcast of public meetings, and scheduling of any videotaped public meetings.

Section 4.0 Bulletin Board Service:

4.1 A non-profit organization, governmental organization, public service agency or other agency that has been approved by the Readfield Board of Selectman may display information on the access channel via the information Bulletin Board.

4.2 All Bulletin Board information must conform to programming standards listed throughout this manual.

4.3 Requests for display must be submitted at least (2) weeks in advance but no more than (4) weeks in advance of the first air date. Information must be submitted in writing and contained a contact person and telephone number. A Bulletin Board Application (*Appendix A*) is available from the Readfield Town Office.

Section 5.0 General Guidelines:

5.1 Any individual who is a resident of the Town of Readfield may use the RGTV-7 equipment and channel(s) upon fulfilling town equipment training requirements and present an approved User Application, Compliance, and Certification Form (*Appendix B*). Verification of user and equipment availability is required. Any user of the equipment or facility must be 18 years of age, or if a minor, have a parent or guardian complete the Legal Responsibility section of the Equipment/Materials reservation form (*Appendix C*) before he or she may use the equipment and/or facility. The minor MUST have adult Supervision while using the facility.

Revised/Mtg 1/21/03

5.2 The primary purpose of the Readfield Governmental Television Channel , its equipment and training programs is to provide "commercial free" programming for the access channel. Accordingly, any program using the access channel and/or equipment MUST ONLY be aired on the RGTV-7 and becomes the property of RGTV-7.

5.3 RGTV-7 is equipped to air programs on 1/2" VHS or VHS-c video tapes that meet minimum technical standards (*Appendix D*).

5.4 Preference will be given to locally produced programming. All programming will be of community interest.

5.5 Training sessions will be held at various times of the year on various types of equipment at RGTV-7 facilities. People using and/or borrowing equipment will be familiar with the use of the equipment BEFORE it is loaned for use.

5.6 To maintain all RGTV-7 equipment in good working order, an Equipment Problem Report (*Appendix E*) must be completed, and filed with RGTV-7 any time that any difficulties with RGTV-7 equipment are experienced.

5.7 The RGTV-7 Manager may waive the Policies & Procedures contained in this manual subsequent to review by the Readfield Board of Selectmen.

5.8 NO SMOKING is allowed in the RGTV-7 facilities.

5.9 Facilities, equipment, and air time are available on a first come first serve basis.

Section 6.0 On Location Production:

6.1 Equipment to be used outside of RGTV-7 facilities must be signed out through the RGTV-7 Manager. The responsible party seeking the use of the equipment must complete an Equipment Reservation Form (*Appendix C*).

6.2 Portable production equipment must be scheduled at least 5 working days in advance of the request date. The return date of equipment will be determined by the RGTV-7 Manager with reasonable consideration given to the need of the user.

6.3 Post production equipment use must be scheduled at least 5 working days in advance of request date.

6.4 An Equipment Problem Report (*Appendix E*) must be completed when difficulties are experienced with RGTV-7 equipment.

6.5 Half inch VHS or VHS-c tapes not produced on RGTV-7 equipment may be played provided they meet minimum quality standards specified in this manual.

Section 7.0 Producer's Responsibilities:

7.1 In brief, the producer of a program is solely, entirely and completely responsible for the content of the program. Programs can not contain advertising, solicitation for funds, lotteries or any statements, pictures or sounds which violate Town, State, or Federal laws including those related to obscenity, defamation, slander or libel.

7.2 RGTV-7 is not responsible for any video tapes left in the station's possession. Each videotape will be checked for technical and content problems. If there is a problem, the program will not be aired until and unless the problem has been resolved to the satisfaction of the RGTV-7 manager.

7.3 If your program contains material which requires appropriate rights from broadcasting networks, sponsors, music licensing organizations, performers, representatives copyright holders and any other persons as may be necessary for cablecast, THE PRODUCER MUST PROVIDE, written proof that these rights have been granted.

7.4 When any program is ready to be cablecast, a Channel Time Application (*Appendix F)* must be completed. All videotapes will be checked for adherence to RGTV-7 technical and content standards. Channel Time Applications and videotape must be submitted no less than ten working days in advance of the requested cablecast date. The approval or disapproval of the RGTV-7 Manager shall be in writing.

Section 8.0 Underwriting:

Local businesses have a unique opportunity to help RGTV-7 and the Town of Readfield. Underwriting is a means of acknowledging a local business or agency for its support. (Appendix H)

Section 9.0 Archival Policy:

9.1 Programs produced by RGTV-7 or other persons, whose tapes become property of RGTV-7 if produced using RGTV-7 equipment or studios of RGTV, may be disposed of at anytime.

9.2 Due to space limitations and State regulations on retention periods of municipal and school meeting tapes, it is the policy of RGTV-7 *NOT* to videotape municipal or school board meetings. However, these meetings may be broadcast live upon request.

10.0 Suspension of Privileges:

10.1 The RGTV-7 Manager may refuse the use of the facilities, equipment, and services of RGTV-7 to individuals who interfere with the orderly conduct of community or public access programming as outlined in this document.

10.2 Any person who appears to be under the influence of drugs or alcohol will be refused service.

10.3 Failure to abide by rules and regulations stated in this manual may cause suspension of an individual's/organization's/agency's privileges.

10.4 The RGTV-7 Manager may refuse to lend equipment or to schedule editing time and equipment to anyone who has, in the past, misused equipment, failed to return equipment on time, or in any other way abused the privileges of using RGTV-7 access equipment or facilities.

10.5 Any individual who damages town equipment shall be liable for the cost of repair or , if necessary, replacement of such equipment.

10.6 Any individual who produces material on RGTV-7 equipment and subsequently sells any part of or all of the production, without prior approval of the Readfield Board of Selectmen, shall have his/her privileges suspended. Any proceeds from such sale shall be forfeited to the Town of Readfield.

10.7 RGTV-7 facilities will not be available to anyone who fails to identify him/herself, or refuses to have her/his identity maintained in RGTV-7 records.

10.8 Any decision of refusal of use of equipment or facilities by the RGTV-7 Manager may be appealed to the Readfield Board of Selectmen through the Town Manager. Such appeal must be submitted in writing.

10.9 Any refusal of use of equipment or facilities to an individual by the RGTV-7 Manager and/or Board of Selectmen will be documented and submitted to the Town Manager on a Refusal Report form (*Appendix G*).

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Policy & Procedures Manual- Appendices

(A) Bulletin Board Application

(B) User Application, Compliance and Certification

(C) Equipment & Materials Reservation

(D) Production & Technical Standards

(E) Equipment Problem Report Form

(F) Channel Time Application

(G) Refusal Report

(H) Underwriting Agreement

(I) Definitions

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Appendix A

Bulletin Board Application

Contact Name: _____ Tel. #: _____

Organization Name: _____ Tel. #: _____

Mailing Address: _____

Street Address: _____

Email Address: _____Dates to be "posted": _____

Information to be "posted": _____

* _____

* _____

* _____

Signature: _____ Date: _____

Date Rec'd.: _____

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Appendix B

User Application, Compliance, and Certification

1.) I understand and acknowledge that any program using RGTV-7 television Equipment and/or facilities, or provided by me to RGTV-7 for cablecast must comply with the rules set forth in the RGTV-7 policies manual and specifically must not contain any of the following:

* Lotteries, or information about lottery, gift enterprises or similar schemes;
* Any solicitation of funds or advertising designated to promote the sale of commercial products or services;
* Any material that violates town, state, or federal laws including, but not limited to those relating to sedition, defamation, slander, libel, invasion of privacy, trademark or copyright.
* Obscenity as defined by community standards.

2.) I assume full responsibility for the content of all program material produced or provided by me for RGTV-7 access and I insure that such material will not violate any rights of any third party.

3.) I will obtain in writing any clearances, approvals, and licenses necessary for materials contained in any programs I produce or provide before requesting cablecasting dates.

4.) I indemnify and hold harmless the RGTV- 7 and its staffs from any claims arising out of the use of any program material I produce or provide to RGTV-7 for cablecast.

5.) I understand and agree not to use RGTV-7 equipment and/or facilities to produce or broadcast programs or other materials for financial gain, and that all programming produced with RGTV-7 equipment may only be shown on non-commercial, Governmental or Educational access channels.

6.) I understand that the interpretation of these rules shall be at the reasonable discretion of the RGTV-7 Manager, and that an appeal of said decision may be made to the Readfield Board of Select Persons, whose decision shall be final.

7.) I agree to release RGTV-7 from responsibility if any program material supplied by me is damaged, lost or stolen while in its custody and I agree to pay all costs for repair or replacement of equipment or for equipment that may be lost, stolen or damaged while it is signed out to me.

Program Title: _____

Program Length: _____

Producer: _____
Organization: _____

Tape Owner: _____
Return Tape/Address: _____
_____
_____

Phone: _____

I hereby acknowledge full responsibility for the total program content of the above titled program, and agree to reimburse the Town of Readfield for any copyright and other liability which it may incur as a result of cablecasting this program. I understand that the use of equipment is available only to qualified legal residents of the Readfield, and that cablecast services are available only to legal residents of those towns serviced by Adelphia. I acknowledge by my signature below that I am a legal resident of the Town of Readfield.

Signature: _____ Date: _____

Witness: _____ Date: _____

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Appendix C

Equipment & Materials Reservation

Equipment reservations must be received at least 5 working days prior to request date.

Organization Name: _____ Tel. #:_____

Contact/Producer Name: _____ Tel. #: _____

Mailing Address: _____

Street Address: _____

Request Date: _____ Trained/Familiar w/equipment: _____

__ Production __Post Production Return Date: _____

Specify Equipment Reserving (make, model & serial #):

_____

_____

_____

_____

Specify where equipment will be used:

_____

_____

Borrower is responsible for damages, loss or cost of repair involved while equipment is signed out and such repair is necessitated by neglect or abuse of equipment as reasonably determined by the RGTV-7 Manager.

All tapes produced on RGTV equipment are and will remain the property of RGTV-7.

I have read and agree to the conditions set forth in the RGTV Policy and Procedures Manual.

_____ _____

Signature of Producer Signature of Responsible Party, if Producer is under 18

Date: _____

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Appendix D

Technical/Production Standards

(1) All programs must be 1/2inch VHS or VHS-c videotapes capable of being time based corrected.
(2) Programs recorded on home video equipment can be played on the access channel if the program meets certain standards. Although not required, it should have a continuous control track (no snow or picture breakup). Any taped program presented to RGTV-7 for broadcast, will be checked for technical and content standards. Tapes with glitches can not be aired. Tapes with poor audio will not be aired.
(3) Programs must be either first or second generation of the master footage; no copies of copies.
(4) All videotapes and cassette case must be properly labeled with standard label. The following information must be included on the label: Program Title, Producer, and program length.
(5) All tapes provided by RGTV-7 and programs produced using RGTV-7 equipment , are and will remain the property of RGTV-7.
(6) Copyright for a program produced with RGTV-7 equipment resides with RGTV-7. Programs may not contain otherwise copyrighted materials- this includes: most plays, television programs, motion pictures and music.
(7) A program intended for a half hour time slot, should not exceed 28:30 minutes and a program intended for a one hour time slot should not exceed 58:30 minutes. Programs should contain thirty seconds of black lead at the beginning of program and a five second countdown.
(8) All programs must have titles and credits recorded from either a character generator, or other computer generated software; or from an acceptable lettered camera card. The minimum title and credit is the name of the program within the first five minutes of the videotape and name of the program's producer at the beginning or the end.
(9) As RGTV-7 grows into digital broadcasting, videodisks will be accepted for broadcasting as our technology and equipment allows for; and shall use standards similar to those for VHS and VHS-c tapes.
(10) Programs must be free of all commercial content.
(11) Programs must not contain any material that violates town, state, or federal laws including, but not limited to those relating to sedition, defamation, slander, libel, invasion of privacy, trademark or copyright.
(12) RGTV-7 reserves the right to preview/refuse any program.

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Appendix E

Equipment Problem Report Form

Name of Person Reporting Problem: _____
Address: _____
Telephone #: _____ Email Address: _____
Date of Report: _____ Time of Report: _____

Description of Problem: _____
_____
_____
_____
_____
_____
_____
_____

Date Rec'd. by RGTV-7 Manager:
_____

Description of how problem corrected: _____
_____
_____
_____
_____

Signature: _____

NO

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Appendix F

Channel Time Application

This application along with the appropriately labeled videotape, any Copyright Release(s) and Underwriter Agreement(s) including check MUST be submitted a minimum of ten (10) working days prior to the requested cablecast date.

All tapes must be recorded on ½" VHS or SHVS tapes and recording must not be longer than 28:30 minutes for a half hour slot or 58:30 minutes for a one hour slot.

RGTV-7 is not responsible for any tapes left in our possession and any tape produced within our facilities and/or using our equipment becomes the property of RGTV-7. Copyright for a program produced with RGTV-7 equipment resides with RGTV-7.

Organization Name: _____ Tel. #:_____

Contact/Producer Name: _____ Tel. #: _____

Mailing Address: _____

Street Address: _____

Cablecast Date Request: _____ Time: _____

Length of Tape/Disc: _____ Date Submitted: _____

I have read and agree to the conditions set forth in the RGTV-7 Policy and Procedures Manual.

Signature of Producer: _____

Date of Receipt: _____ Manager Init: _____

Tech & Content OK: ___ If Prob. Date Producer notified: _____

Received: ___Tape ___Copyright Release ___Underwriter Agree.
___Underwriter Check ___Tech Prob. ___Content Prob.

Date Cablecast: _____ Mgr. Init.: _____

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Appendix G

Refusal Report

Name of Applicant: _____ Tel. #: _____

Applicant Address: _____

Equipment Requested: _____

Facility Use Requested: _____

Date Requested: _____

Reason for Request: _____

Date Refused: _____ Refused by: _____

Date Applicant Notified of Refusal in Writing: _____

Reason for Refusal: _____

_____

_____

_____

_____

_____

_____

_____

Signature of Refusing Authority: _____

Date: _____

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Appendix H

Underwriting Agreement

Business Name: _____ Tel. #: _____

Business Contact: _____ Tel. #: _____

Business Address: _____

Underwriter Provided:

___ Graphics ___Photo ___Digital disc picture ___Editing Fees

___ # of panels (two maximum @ $15 each for RGTV-7 Bulletin Board)

Underwriter for _____

Cablecast day/date: _____ Time: _____

___ *Bulletin Board Underwriter "RGTV-7 Operations are made possible in part by (name of business, short statement of service and telephone number."*

___*Public Service Announcement Underwriter: "A Public Service Announcement from _____, your _____ in Readfield, telephone _____."*

Signature: _____ Date: _____

Date Received by RGTV-7 Manager: _____

DEFINITIONS

Appendix I

"PARTICIPATING TOWNS"- Readfield and surrounding viewing area

"COMMERCIAL FREE"- no advertising offering services or goods in exchange for money for profit; ads will be accepted for non-profit organization fundraisers only.

"GLITCHES"- break in flow of production; defects that interrupts and/or distorts viewing of submitted broadcast; such defects that alter the content/context of broadcast.