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CLAREMONT COMMUNITY TELEVISION, INC.

BY LAWS

Claremont Community Television, Inc.  
P.O. Box 829  
Claremont, New Hampshire 03743

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## ARTICLE I

### General Organization

1. **Name.** The name and purposes of this corporation shall be Claremont Community Television, Inc. (hereinafter in the By-laws referred to as "the Corporation" or "CCTV"), unless and until changed by, amendment of the Articles of Incorporation.
2. **Purpose.** The purpose of the Corporation shall be as set forth in the Articles of Agreement and these By-laws, including but not limited to providing the opportunity to residents and organizations of Claremont to produce community programming, allocating channel space and time for cable casting of programming, and providing training to community members in the use of access equipment and facilities. The purpose shall be exclusively, charitable, scientific, and educational within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended from time to time.
3. **Responsibility.** The Corporation shall be solely responsible for any and all P.E.G. access channels in the City of Claremont.
4. **Location.** The principal office address of the Corporation in the State of New Hampshire shall be at the Sugar River Valley Regional Technical Center, 111 South Street, Claremont, N.H. 03743.
5. **Corporate Seal.** The Directors may adopt and alter the seal of the Corporation.
6. **Fiscal Year.** The fiscal year of the Corporation shall end on December 31 of each year, unless otherwise decided by the Board of Directors.

## ARTICLE 2

### Board of Directors

1. **Powers and Duties.** The affairs of the Corporation shall be managed by a Board of Directors, who shall have and may exercise all powers of the Corporation, except those powers reserved to the members by the Articles of Agreement, or these By-Laws. All members of the Board shall be immune from civil liability under RSA 508:17.

2. **Number.** The total number of seats and the appointment process for the Board of Directors shall be as follows:

BOARD OF DIRECTORS CCTV, INC.				
COMPOSITION	APPOINTED BY	TERM	QUALIFICATION	INITIAL TERM
SEAT 1	City Council	1 Year	Member of City Council	1 Year
SEAT 2	City Council	3 Years	Ward I ( <b>not</b> City Council)	1 Year
SEAT 3	City Council	3 Years	Ward II (not City Council)	2 Years
SEAT 4	City Council	3 Years	Ward III (not City Council)	3 Years
SEAT 5	School Board	1 Year	Claremont Citizen	1 Year
SEAT 6	School Board	3 Years	Citizen of Adelphia Cable Area	2 Years
SEAT 7	Above Board Members	3 Years	Claremont Citizen	1 Year
SEAT 8	Above Board Members	3 Years	Claremont Citizen	2 Years
SEAT 9	Above Board Members	3 Years	Claremont Citizen	3 Years

NOTE: Vacancies in seats (7), (8), and (9) shall be filled by remaining 8 members (remaining 6 initially).

*amended by City Council in 2004 that Ward does not matter.*

3. **Alternates.** Any Director may designate a member of the Corporation to serve as an Alternate at a regular or special meeting of the Board. Members shall notify the Board of their wish to serve as Alternates. If selected to serve, an Alternate will have all rights and responsibilities of a Director. A Director who designates an Alternate shall notify the President or the Executive Director prior to the meeting at which the Alternate will serve.
4. **Non-Voting, Ex-Officio Members.** The Board may, from time to time designate other persons to serve as non-voting, ex-officio members of the Board.
5. **Voting.** Each voting Director shall have one (1) vote, with the exception of the President, who shall not vote unless to break a tie.

**6. Resignation or Removal.** A Director may resign by delivering his or her written resignation to the Corporation at its principal office, or to the President of the Board, or by presenting his or her resignation in person at a Board meeting. Such resignation shall be effective upon its acceptance by the Board of Directors.

Any director who fails to attend two (2) consecutive regularly scheduled Board meetings without notice to the President or Executive Director may be removed from the Board of Directors at a regular or special meeting of the Board.

Any Director may be suspended or removed for cause by a two-thirds (2/3) vote of the majority of the voting Directors then in office.

Any Director proposed to be removed shall be entitled to at least ten (10) days notice in writing by mail of the Board meeting at which such removal is to be voted upon, and shall be entitled to appear before and be heard by the Board at such meeting prior to such vote for removal taking place.

**7. Vacancies.** Any vacancy on the Board of Directors arising at any time and from any cause may be filled by appointment of the Board until the next annual meeting, at which time an election will be held to fill the vacancy for the unexpired term.

**8. Disqualification.** No consultant for the Corporation or member of the Corporation's staff shall serve on the Board of Directors. No Director may apply for a staff position without first resigning from the Board.

**9. Compensation.** No member of the Board of Directors shall be compensated for his or her services as a Director. The Corporation may reimburse any Director for necessary expenses incurred in the execution of his or her Board duties and responsibilities.

**10. Committees.** The Board of Directors shall add committees as deemed necessary.

ARTICLE 3

Meetings of the Board of Directors

**1. Regular Meetings.** Regular meetings of the Directors may be held at such places and at such times as the Directors may determine. There shall be at least six (6) regular meetings of the Directors per year. All regular meetings shall be open to the general public.

2. **Special Meetings.** A special meeting of the Directors may be called by the President of the Board of Directors, or by two (2) or more directors, and shall be held at such time and for such purposes as may be specified in the call for said meeting. Special meetings may be held by telephone conference call or such other means as designated by the Board of Directors.
3. **Executive / Non-Public Session.** The Board of Directors may go into Executive Session by a majority vote of members present.
4. **Quorum.** A majority of the voting Directors currently in office shall constitute a quorum for the transaction of business.
5. **Participation by Telephone or Written Proxy.** Any Director unable to attend a regular or special meeting may, at his or her, own expense, participate by telephone. Any absent Director may submit a written proxy delegating permission to another Director to vote on his or her behalf on previously circulated motions only.

## ARTICLE 4

### Officers

1. **Officers.** The officers of the Corporation shall include a President, Vice-President, Treasurer, and Secretary. All Officers shall be elected by the Board of Directors from among its voting members.
2. **President.** The President shall chair all meetings of the Corporation, act as the principal advisor by which the Corporation can accomplish its business, and be familiar with all phases of activity within the Corporation.
3. **Vice-President.** The Vice-President shall perform all functions and assume all responsibilities of the President when the President is unable to do so.
4. **Treasurer.** The Treasurer shall serve as the Chief Financial Officer and shall advise and oversee the books and records of the Corporation.
5. **Secretary.** The Secretary shall record, prepare, maintain, and disseminate minutes of the meetings, and perform any other duties required by these By-Laws.
6. **Election and Tenure of Officers.** Each Officer shall be elected annually at the second Board meeting after the annual meeting of the members, and shall hold office until the second Board meeting after the next annual meeting of members and until his or her successor is chosen,

~~unless a shorter period has been specified by the terms of his or her election or appointment or until he or she resigns, is removed or becomes disqualified, or rotates off the Board.~~

7. **Resignation of Removal.** Any Officer may resign by delivering his or her written resignation to the Corporation at its principal office, or by announcing his or her resignation in person at a Board meeting. Such resignation shall be effective upon its acceptance by the Board. The Board of Directors may remove any Officer from office by a two-thirds (2/3) vote whenever, in their judgment, the best interests of the Corporation will thereby be served.
8. **Vacancies.** If any office becomes vacant, the Board of Directors shall appoint a successor to complete the term of the vacant office.

## ARTICLE 5

### Pecuniary Benefit Transactions and Conflicts of Interest

1. **Duty to Disclose and Voting Requirements.** Any possible conflict of interest on the part of any member of the Board or officer shall be disclosed in writing to the Board and made a matter of record on an annual basis and also when the interest involves a specific issue or transaction before the Board. Where the transaction involving a board member or officer exceeds five hundred dollars (\$500.00) but is less than five thousand dollars (\$5,000.00) in a fiscal year, a vote approving the transaction is required. When the transaction involved exceeds five thousand dollars (\$5,000.00) in a fiscal year, then a two-thirds (2/3) vote approving the transaction and publication of a legal notice in the newspaper is required, together with written notice to the Director of Charitable Trust, Attorney General's Office. The minutes of the meeting shall note that a disclosure was made; that the interested Director and all other Directors with a pecuniary transaction with the Corporation during the fiscal year were absent during both the discussion and the voting on the transaction; and the actual vote itself. Every new member of the Board will be advised of this policy, upon commencing the duties of his or her office, and shall sign a statement acknowledging and agreeing to this policy.
2. **Other Statutory Requirements.** The Board will comply with all requirements of New Hampshire laws dealing with pecuniary benefit transactions (RSA 7:19, 11 and 292:6-a) and all such laws are incorporated in full into and are made a part of this policy statement. These requirements include, but are not limited to, (i) an absolute prohibition on any loans to any director or officer of the corporation; and (ii) prohibition of any sale or lease (for a term greater than five years) or conveyance of real estate from an officer or director without the approval of the probate court. These requirements extend to both direct and indirect financial interests, as described by the statutes.

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## ARTICLE 6

### Parliamentary Authority

1. *Robert's Rules of Order, Newly Revised* shall serve as Parliamentary Authority at all meetings.

## ARTICLE 7

### Executive Director

1. **Executive Director.** The Board of Directors may appoint and employ an Executive Director. The Executive Director shall have the authority and responsibility to manage and operate the Corporation's affairs in accordance with the general policies and directions specified by the Board of Directors, and shall have such additional authority and duties as the Board of Directors may from time to time prescribe. The Executive Director shall hire and fire and supervise the daily operations of the employees of the corporation, and set staff salaries within the parameters set by the Board of Directors in its annual budget process. In the execution of the Executive Director's duties, he or she shall report to and be directly responsible to the President of the Corporation.

The Executive Director shall be entitled to compensation for his or her services. The Board of Directors shall negotiate a contract with the Executive Director specifying salary, initial term of service, renewal, and other provisions as appropriate.

The Executive Director shall attend all meetings of the Board unless instructed otherwise or excused by the Board. He or she shall not be a member of the Board of Directors or an officer of the Corporation.

The Executive Director shall serve as chief facilitator of the public access channel.

## ARTICLE 8

### Indemnification

1. **Indemnification.** The Corporation shall, to the extent legally permissible, indemnify each of its Directors against all liabilities, counsel fees and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, that he or she reasonably incurs in connection with the defense or disposition of any action, suit, or other civil or criminal proceedings in which he or she may be involved or with which he or she may be threatened by reason of being or having been a Director, except with respect to any matter

in which he or she is adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights of indemnification to which corporate personnel may be entitled by law.

## ARTICLE 9

### Liquidation or Dissolution

1. **Liquidation or Dissolution.** In the event of the liquidation or dissolution of the Corporation, no Director or member shall be entitled to any distribution or division of its remaining property or proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the Corporation, shall be distributed by the Board of Directors to the City of Claremont.

## ARTICLE 10

### Amendments

1. **Amendments.** Any part or all of these By-Laws may be altered, amended, or repealed by a two-thirds (2/3) vote of the Board of Directors present at a regular or special Board meeting duly called for that purpose, provided that notice of the substance of the proposed alteration, amendment, or repeal shall be stated in a notice for such meeting mailed to the Board and posted at the principal location of the Corporation for review by the members no less than seven (7) days before such meeting.

APPROVED:

Dated:

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, President

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# CLAREMONT

NEW HAMPSHIRE, U.S.A.

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*A Community that works...*

March 23, 1999

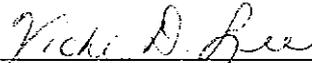
The City of Claremont hereby designates Claremont Community Television, Inc., (CCT) to be the exclusive provider of local cable access television to the City of Claremont, this designation may be terminated by the City at any time upon 30 days written notice to Adelphia.

The City of Claremont authorizes CCT to enter into an agreement with Multi-Channel TV Cable Company d/b/a Adelphia Cable, per the agreement titled Community Television Funding Agreement between the City and CCT.



Robert H. Porter  
City Manager

Approved by the Claremont City Council on March 10, 1999.



Vicki D. Lee  
Acting Clerk to the Council

# State of New Hampshire

## Department of State

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that the attached Articles of Agreement of CLAREMONT COMMUNITY TELEVISION, INC., a New Hampshire nonprofit corporation, have been recorded in this office.

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of May A.D. 1998



*Robert P. Ambrose*

Robert P. Ambrose  
Deputy Secretary of State

FILED

~~Recording Fee \$25.00~~

Form NP-1

MAY 19 1993

RSA 292:2

Use black print to type.  
Leave 1" margins both sides.

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

### ARTICLES OF INCORPORATION

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING:

**ARTICLE 1.** The name of the corporation shall be Claremont Community Television, Inc.

**ARTICLE 2.** The object for which this corporation is established is:

To manage and operate a local public access cable television station (PEG Access) in the City of Claremont.

All corporate funds shall be devoted to the exclusive purposes set forth above and no part thereof shall inure to the benefit of any of its members or employees, except as reasonable compensation for services rendered or expenditures made, with the prior approval of the Corporation.

Notwithstanding any other provisions of these Articles, the corporation is organized exclusively for one or more of the purposes as specified in §501(c)(3) of the Internal Revenue Code of 1954, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under IRC §501(c)(3) or corresponding provisions of any subsequent Federal Tax laws, or by a corporation contributions to which are deductible under IRC §170(c)(2).

No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation), and no member, trustee, officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

**ARTICLES OF INCORPORATION  
OF CLAREMONT COMMUNITY TELEVISION, INC.**

**ARTICLE 3.** The provisions for establishing membership and participation in the corporation are:

**The membership of the corporation shall be composed of individuals who are interested in fostering the purposes set forth above.**

**ARTICLE 4.** The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

**In the event of dissolution, all of the remaining assets and property of the corporation shall, after payment of necessary expenses thereof, be distributed to the City of Claremont or to such organizations as shall qualify under §501(c)(3) of the Internal Revenue Code of 1986 or corresponding provisions of any subsequent Federal tax laws, and whose goals are consistent with the object of the corporation set forth herein.**

**ARTICLE 5.** The address at which the business of this corporation is to be carried on is:

**P.O. Box 829, 178 Broad Street  
Claremont, NH 03743**

**ARTICLE 6.** The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

**NONE.**

**ARTICLE 7.** Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is:

**Personal liability of directors or officers is limited pursuant to New Hampshire RSA 292:2 V-a (a).**

ARTICLES OF INCORPORATION  
OF CLAREMONT COMMUNITY TELEVISION, INC.

ARTICLE 8. Signatures and post office address of each of the persons associating together to form the corporation:

Signature and Name

Post Office Address

James G. Feleen  
James G. Feleen

PO Box 829  
Claremont NH 03743

Dale Giles  
Dale Giles

RR2 Box 602  
19 Congress St.  
Claremont, NH 03743

Jill Edson  
Jill Edson

SRVATC  
111 South Street  
Claremont NH 03743

Raymond Gagnon  
Raymond Gagnon

122 Elm St.  
Claremont, NH 03743

Robert Lipman  
Robert Lipman

1 WESTWOOD VILLAGE  
CLAREMONT, NH  
03743

City Clerk's office, City of Claremont.

Received and recorded this 13 day of May, 1998.

Gloria B. Deschaine  
City Clerk's Signature

GLORIA B. DESCHaine  
Please print City Clerk's name

Claremont Community  
Television

CCTV ~ 8

Policies and Guidelines

CCTV ~ 8  
111 South Street  
Claremont, NH 03743  
603-542-1755

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## Claremont Community Television ~ Policies and Guidelines

### INTRODUCTION

CCTV is a membership-based organization established in 1999 to provide the City of Claremont and its citizens with public, educational and governmental (PEG) access to cable television. Major funding is made possible through the cable franchise agreement between the City of Claremont and Adelphia Cable. CCTV is designed to be an integral part of the community in close collaboration with municipal departments, schools and other community organizations.

CCTV is governed by the Board of Directors. The Board of Directors appoints an Executive Director who is responsible for the overall management and operation of the organization.

### MISSION

Claremont Community Television is a non-profit organization whose mission is to provide the citizens of Claremont with public, educational and governmental access to television.

CCTV provides residents or persons working in Claremont free: education and training in television production, access to professional equipment and facilities and time on the community cable channel (CCTV 8). These resources are provided on a non-discriminatory, first-come, first-serve basis for the production and presentation of programming by and for the community of Claremont New Hampshire. All uses of CCTV shall be for non-commercial purposes.

To this end CCTV will:

- ◆ Uphold and promote the 1<sup>st</sup> Amendment to the U.S. Constitution of Freedom of Speech.
- ◆ Advocate the creation of programming that supports the free exchange of ideas and encourages public discourse.
- ◆ Create and maintain a community space that encourages collaboration and cooperation.
- ◆ Build broad community understanding and participation in community television that results in a tapestry of programming representative of the community's diversity.

## **I. MEMBERSHIP**

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Membership to CCTV is open to all persons living, working or doing business in Claremont NH. Membership privileges allow you to become a community producer, to take television production courses, have access to equipment and facilities and to have access to channel time to cablecast your programs. Members also will receive CCTV newsletters and program guides.

### **Individual Membership \$15**

An individual who is unable to pay the annual membership fee may arrange with the Executive Director to work 4 hours of community service for CCTV.

### **Organizational / Non-profit Membership \$50**

Membership covers three people to be representatives of their organization. These three individuals will have the same privileges as other members. Additional representatives of the organization can join at the reduced rate of \$10.

### **Business Membership \$100**

Membership covers three people to be representatives of their organization. These three individuals will have the same privileges as other members. Additional representatives of the organization can join at the reduced rate of \$10.

## **II. TV Production Training and Education**

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### **A. Eligibility:**

All members are eligible to take classes. The regular CCTV curriculum is free to members. Non members may be given permission to take a course with a fee. CCTV may offer special workshops from time to time that require a fee from all attendees to cover the cost of the outside instructor.

### **B. Certification**

To gain access to equipment, members must be CERTIFIED to use equipment. This is usually accomplished through successful completion of CCTV courses. Experienced videographers may by-pass certain classes provided that proof of technical experience and understanding is demonstrated.

### **III. Access to Equipment and Facilities**

A. The professional production equipment at CCTV is to be shared by all members. Professional equipment is very expensive and CCTV resources are limited. Therefore, it is very important that members take special care of equipment. The community studio at CCTV is currently a shared space with the Sugar Valley Regional Technical Center. CCTV members must respect this cooperative partnership.

1. To gain access to equipment and facilities, members must be certified to use equipment.
2. Equipment is only available for producing programming to be cablecast on CCTV channel 8. If a member uses equipment or facilities for any other purpose they will be charged a fee according to the CCTV rental rate sheet.

#### **B. Project Proposal**

A member wishing to use equipment and facilities must first submit a project proposal form to CCTV.

#### **C. Responsibility**

Members are responsible for the loss or damage of equipment signed out to them. Members are also responsible for the supervision of guests and children during production and editing times. Members who are under 18 years of age must have a parent / guardian or sponsoring adult to co-sign equipment use agreement.

#### **D. Reserving Equipment and Facilities**

1. CCTV equipment and facilities are available to members on a first-come, first-serve basis.
2. Reservations for equipment are made by request to CCTV staff either by phone or in person.
3. CCTV staff will determine the amount of equipment and time available for a given request. Cooperation between members and staff in coordinating equipment usage will greatly increase opportunity for all.
4. The amount of time allowed to borrow equipment will usually be between one and three days.
5. Use of either studio or editing facilities will be scheduled for 3 hours or less. Staff may allow extended usage if it is available.

### **E. Equipment checkout and return**

Only staff can give equipment to a member after that member has signed the equipment use form. Minors need an adult co-signer. By signing the equipment use form, the member takes responsibility for the equipment. Upon return of the equipment a staff member must check in equipment and sign the equipment use form.

### **F. Cancellations**

Cancellation of reservations should be made at least 24 hours in advance. Repeated last minute cancellations may result in loss of privileges.

### **G. Equipment Problems**

Members must notify staff if they experienced problems with equipment. Members should fill out an Equipment problem report when problems are encountered. Producers that are found to be misusing or abusing equipment/facilities are subject to loss of privileges.

## **IV. PROGRAMMING**

A. CCTV channel 8 is reserved for public, educational and governmental access programming. Any member can request time to cablecast their program. CCTV staff will try to honor specific requests for time-slots. Scheduling of the channel will be done in a fair and equitable basis. People who live or work in Claremont but are not members may sponsor outside programming. (Outside programming is material produced outside of CCTV.)

### **Getting your Program on the channel**

A cablecast request form should be completed and given to staff. This should be done at least 10 days prior to requested time-slot. More advance time is necessary to allow for publicity.

Make sure that you deliver your properly labeled tape to CCTV at least 3 weekdays prior to cablecast date.

### **B. Scheduling programs**

1. New programs are guaranteed one time slot. Additional time-slots can be requested up to 10 in a week.
2. Individual programs can be scheduled for cablecast repeatedly for one month. Requests for additional cablecast time beyond one month will be granted at the discretion of CCTV staff.
3. CCTV staff reserves the right to pre-empt scheduled programming.

### **C. Series**

1. A series is considered to be at least four programs with new material cablecasting at least every month.
2. Long term series must have time-slots re-requested on a yearly basis.
3. Each episode must have a consistent running time. Episodes that fall short must be filled with other material.
4. Series time slots may be revoked after 30 days if they are in violation of series criteria.

#### ~~D. Program Content~~

Program content is the responsibility of the producer or program sponsor. CCTV can not pre-view programming.

Presentation of the following is prohibited:

- Any programming that is commercial in nature.
- Libelous and slanderous material
- Material that is obscene
- Any programming that is in violation of FCC, local, state or federal laws
- Unauthorized use of copyrighted material

#### Protecting Children

Producers with programming aimed at mature adult audiences are encouraged to request time slots after 10 p.m.

#### E. Requirements for Tape Submission

1. A completed and signed **cablecast request form** must be submitted to CCTV staff.
2. Tapes can be either in VHS or SVHS format in (SP) standard play mode.
3. Tapes must meet certain minimum technical standards. An example would be to have consistent video signal throughout the program.
4. Producers must identify themselves in the program credits. They must also give credit to CCTV for the use of equipment and facilities.
5. Tapes must be labeled correctly and re-wound when delivered.

Example of proper labeling:

"The Talk Show"	10/30/99
Produced by John Smith,	30"
Start	00:01:00
End	00:31:00

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## **F. Ownership**

1. A member who produces a program with CCTV facilities has ownership of their program.
2. CCTV will maintain a copy of any program produced with CCTV facilities and has the right to cablecast the program on channel 8.
3. After one year a producer may request that their program no longer be cablecast.

## **G. Program Credit for Underwriting and Grants**

Underwriting for programs must be for in kind contributions, goods and services and/or donations that aid in developing and improving programs. Credit for underwriting should be as follows: "This program was made possible thanks to..." or "through a grant from..." or "Goods and services used in this program were contributed by..." Credit should not include telephone numbers or street addresses but may list name of business or organization and town.

## **H. Outside Programming**

1. Any person who lives or works in Claremont may sponsor programming to cablecast on channel 8.
2. Program must meet same criteria and requirements as local programming.
3. CCTV member produced programs take precedent when scheduling channel times.
4. CCTV staff may also sponsor outside programming.

## **I. CCTV ch. 8 Bulletin board**

Non-profit groups and community organizations may submit public service messages to be cablecast on the channel 8 electronic bulletin board. Political messages that sponsor a candidate or advocate a ballot issue are prohibited.

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## **V. Role of CCTV staff**

The role of CCTV staff is to teach, guide and support members with their productions. CCTV staff is also responsible for coordinating and managing the use of CCTV equipment, facilities and channel. CCTV staff does not produce programming for members but will do their best to assist and support members through their projects.

## **VI. General House Rules**

1. No member may reconfigure any facility wiring.
2. No smoking in CCTV facilities
3. Pets and non-working animals are not to be brought into the CCTV facility.
4. Food and Drinks are not allowed in production areas.
5. Members are expected to clean up after they use the facility.
6. Access to equipment and facilities will be denied to persons who are under the influence of alcohol or illegal drugs.

## **VII. Indemnification**

To become a member and gain access to CCTV equipment, facilities and channel, individuals must agree to abide by these policies and guidelines. Members shall indemnify and hold harmless CCTV, staff, volunteers, board of directors and the City of Claremont from and against any and all claims and liabilities arising out of use of facilities, equipment and channel time.

## **VIII. Violations**

In order to provide equitable access to all members, the CCTV executive director will enforce compliance with these policies and guidelines through verbal and written warnings as well as suspension of membership privileges.

Examples of violations (but not limited to) which may result in suspension are:

1. Abuse or threat of abuse to staff or members
2. Commercial or profit-making use of CCTV equipment and facilities
3. Falsifying forms
4. Taking equipment without staff permission
5. Abuse to equipment and facilities including attempted repair and reconfiguration.
6. Repeated minor violations

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## **IX. Grievance Procedures**

Members should first discuss any problem with CCTV Executive Director in an attempt to resolve the issue. In the event the problem is not resolved, the member may file a grievance. A grievance is defined to mean a complaint by an active member or group based on a dispute involving the meaning, interpretation or application of CCTV policies and guidelines.

The grievance must first be presented in writing to the Executive Director who will meet with the member within 10 working days in an effort to settle the grievance. In the event the grievance is not resolved, the Executive Director shall refer the grievance to the CCTV Board President. The Board of Directors will discuss and render a decision on the issue at the next scheduled board meeting.

## **X. Interpretation**

Where the implementation of CCTV policy are subject to interpretation, decisions shall be at the discretion of the CCTV Executive Director.

## **XI. Videotape Sales and Dubs**

All CCTV-8 producers are responsible for their own videotape stock. Videotapes can be purchased for your productions from CCTV, or you may purchase your own. Those producers who elect to buy their own tape stock must only use tapes from the following list: FUJI, MAXELL, SONY, BASF, POLAROID, RADIO SHACK, or KODAK. This list is provided as a safety measure to protect our equipment, as some non-brand name videotapes can cause problems. Those members who wish to make copies of their productions may do so with CCTV dubbing equipment, and will be charged according to length.

