

# Town of Stow



## Stow TV Handbook

### Policies and Procedures for Stow Community Access Television



The Stow Local Access Channel Advisory Committee, Stow Town Building, 380 Great Road, Stow, MA 01775 prepared the *Stow TV Handbook* ("Handbook"). For questions or suggestions about the content of this document, please contact the Stow TV Coordinator at 978-897-7732 or [stowtv@stow-ma.gov](mailto:stowtv@stow-ma.gov).

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# **I. Introduction**

Stow TV is Stow's Community Access Television Station provided for by the current Stow cable licenses. Funding for implementation and operation of Stow TV is based on Agreements between Comcast and the Town of Stow, and between Verizon and the Town of Stow. Stow TV is available on Comcast Channel 9 and Verizon Channels 32 and 33. The policies established by Stow TV and procedures required to use any of the facilities or services offered are contained within this *Stow TV Handbook* ("*Handbook*"), and are subject to change. It is the responsibility of the *Handbook* users to obtain the latest version of the *Handbook*.

## **A. Purpose and Mission**

The purpose of Stow TV is to provide a cablecast bulletin board and cable television medium for Public, Education and Government ("PEG") Access within Stow:

- *Public Access* communication is provided by allowing Stow residents to cablecast over the cable access channel. Residents may also communicate through the bulletin board subject to these policies and procedures.
- *Education Access* communication is provided by programs that school officials, faculty and students may prepare and submit for cablecast and for the bulletin board, subject to lawful Nashoba Regional School District policy or Minuteman Regional School District policy, and Issuing Authority control in accordance with these policies and procedures.
- *Government Access* communication is provided by cablecast of town government meetings, local public hearings, local government forums and other local government programming, and through the bulletin board, subject to lawful Issuing Authority control in accordance with these policies and procedures. Annual or special town meetings may be subject to additional control as determined by the Town Moderator.

The Stow TV mission is to provide a PEG Access media center that enables the Stow community to express its creativity, explain its ideas, share its cultures, promote individual access to the media and provide Educational and Government Access for lawful school and municipal purposes. Through Stow TV, viewers may become a better-informed community.

The primary focus of Stow TV is to cablecast shows that are produced in Stow, by Stow residents, about Stow culture, events, local issues, education, and government. The intent is to showcase local programs that would not otherwise be able to obtain cablecast time in other venues or other towns, and many of which would not be of interest to other towns. The local programming provides a common thread among diverse Stow residents from young to old and across multiple organizations with different cultures, interests, and viewpoints. Beyond this core focus, additional shows of public interest may be included subject to availability of the station's limited resources.

The Stow Local Access Channel Advisory Committee ("LACAC") is the designee of the Board of Selectmen, which acts as the Town's cable television license Issuing Authority pursuant to MGL c. 166A, §1. Subject to the Issuing Authority's ultimate control, the Stow Local Access Channel Advisory Committee is designated by the Issuing Authority to be responsible for the policies and procedures related to the creation and delivery of Local Access Services, subject to and in accordance with applicable law.

The Stow TV Coordinator is responsible for training, equipment, and facilities together with certain cablecast services subject to individual producers being responsible for their own program productions and content as set forth herein. The Stow TV Coordinator or his or her designee, reporting to the Local Access Channel Advisory Committee, carries out day-to-day operations with the help of volunteers. Notwithstanding the foregoing, the Board of Selectmen as Issuing Authority reserves the right to designate a non-profit charitable corporation, or other entity, as access designee to be responsible for local access services, subject to applicable law.

## ***B. Eligibility***

Stow TV equipment use and cablecast services are available to town residents and employees of the town or Nashoba Regional School District. Non-resident members of municipal agencies and non-profit organizations that serve the town may use the services if sponsored by a Stow resident or organization, subject to such users meeting lawful training, proficiency and/or membership criteria, and other criteria described in this manual. A town resident or organization must sponsor an individual or employee or member of an organization requesting cablecast services who is not a town resident or employee of the town or school district. Use of the bulletin board is similarly restricted except that residents of neighboring towns may also submit messages (see Section IV, subsection A). Use of Stow TV shall be for non-commercial purposes.

To submit announcements for the bulletin board, the requester must complete and sign the *Bulletin Board Announcement Form* (see Attachment A of this *Handbook*). To submit a video program or use cablecast time, the applicant must sign the *Producer or Submitter Agreement Form* (see Attachment B of this *Handbook*). If under 18, the Forms must be signed by a parent or legal guardian.

## ***C. Use***

No eligible individual or group within the Town of Stow shall be denied access to cablecast time on Stow TV based on race, sex, age, physical disability, religious or political belief, or sexual orientation.

Any eligible person or organization may request cablecast services for the presentation of a program or use of the bulletin board. The Stow TV Coordinator or his or her designee will assist by providing cablecast services and may provide equipment, training, and technical assistance to eligible persons for the production and presentation of non-commercial programs. The Stow TV Coordinator or his or her designee is not available to serve as a public access production crew to create program material or cover/record events. Individual producers must assume responsibility for their program production work and liabilities arising therefrom and for personal and property injury arising from the use of equipment and facilities and for liabilities arising from acts or omissions of their guests, crew and invitees.

The Stow TV Coordinator or his or her designee may provide training in the use of equipment and field production, editing, and post production along with technical assistance in program production. As a prerequisite to equipment use, a resident is required to demonstrate adequate knowledge of the equipment to the Stow TV Coordinator. The Stow Local Access Channel Advisory Committee reserves the right to establish training and producer certification requirements and further rules concerning use of equipment, including but not limited to rules for advance reservation of equipment, duration of use of equipment, and signing for use of equipment.

A bulletin board is available to cablecast a schedule of planned telecasts and a calendar of planned activities within the town and its schools during periods when video or live programming is not being cablecast.

The Stow TV procedures have been developed and are contained in this *Handbook*. Violation of any one of these procedures can result in full or partial loss, suspension or restriction of privileges to Stow TV and its facilities and cablecast services. Stow TV has full authority to deny or suspend access privileges in accordance with applicable law and these policies and procedures, however, such loss of privileges shall be subject to the affected person having a fair opportunity to be heard by the Stow Local Access Channel Advisory Committee with respect to same and a hearing on same shall afford the affected party due process to the extent required by law, including reasonable notice of the basis for denial or suspension of privileges. The procedure for appealing such decision is available elsewhere in the *Handbook*.

#### ***D. Loss or Damage***

Stow TV intends to treat submitted program material carefully. However, Stow TV assumes no responsibility for the loss or damage to any materials submitted.

## **II. Program and On-Air Content**

A “producer” is a person responsible for creating a program. A “submitter” is a person who brings program material and requests cablecast time even though he or she may not have produced the material.

Producers and submitters of material to be cablecast are responsible for the content of the material and must ensure the material does not violate applicable local, state and federal laws, regulations and rules, or the prohibitions listed below.

The material cablecast on Stow TV which is subject to copyright, may not be recablecast or published in other media without written permission from the copyright owner(s), subject to and in accordance with the law.

.Program content subject to copyright and cablecast over Stow TV may not be altered without the written consent of the copyright owner, subject to and in accordance with the law.

## **A. Prohibitions**

The following is prohibited from cablecast on Stow TV, subject to and in accordance with law:

1. Program material which would subject the producer or submitter to civil or criminal prosecution under any applicable local, state, or federal law for production or presentation that constitutes libel, slander, obscenity, unlawful incitement, invasion of privacy, violation of publicity rights or false and misleading statements.
2. Program material containing material that violates copyright, trademarks, service marks or other intellectual property rights. Use of such material generally requires producers and submitters to be responsible for obtaining appropriate rights from music licensing organizations, publishers, representatives, copyright, trademark, service mark and other intellectual property rights holders, cablecast stations, networks and any other persons as may be necessary for public showing. Stow TV producers and submitters may be asked to furnish written authorization for use of such materials.
3. Program material that creates the immediate or imminent danger of damage to property or injury to persons; the substantial obstruction of law enforcement or functions or services; the harm of any person by threat, threat of force or physical action through the exercise of a legal right, or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
4. The direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to state-sponsored lotteries and games of chance to the extent prohibited under Federal Communications Commission standards and applicable law.
5. Advertising of for-profit commercial services and direct or indirect solicitation of money except for tax-exempt, charitable and not-for-profit organizations. The submitter or producer may be required to provide proof of tax-exempt, charitable and not-for-profit status. Notwithstanding the prohibition of commercial advertising, programs may contain a notice of underwriting support from a commercial sponsor so long as such notices are consistent with the style standards for notices of underwriting support as used by non-profit affiliates of the Public Broadcasting System (PBS) and are otherwise consistent with Internal Revenue Service requirements for tax-exempt sponsorship.
6. Advertisements for political candidate campaigns or ballot referenda questions.
7. Any material that violates local, state or federal law, or FCC regulations.

Stow TV does not in the ordinary course of operations engage in pre-screening of programming to ensure compliance with applicable requirements, however Stow TV reserves the right to engage in such pre-screening in the event of receipt of credible and specific information about a particular program not complying with applicable requirements.

## ***B. Responsibilities***

Producers and submitters of material intended to be cablecast on Stow TV must be familiar with and are fully responsible for the content of their program material.

Producers and submitters of material to be cablecast must sign the *Producer or Submitter Agreement Form* (Attachment B) acknowledging legal responsibility for the content of the material and responsibility for use of facilities and equipment, and for the acts and omissions of their crew, guests and invitees. If the submitter or producer is under 18, a parent or legal guardian must sign the appropriate form. The content of material presented on Stow TV is solely the responsibility of the producer or submitter. Liability for the content of programs or other cablecast material for which Stow TV does not have direct production control shall not attach itself to the Town of Stow, its elected or appointed officials, its agents, designees, servants or Stow TV.

Producers and submitters are responsible for ensuring that programs or content which contain copyrighted material have proper release forms from the agencies, individuals or organizations that hold legal title to these materials, as well as persons appearing in the program material and their representatives as customary or necessary in connection with cablecasting. Producers and submitters must obtain in writing, and submit with the *Producer or Submitter Agreement Form*, all the approvals, clearances, licenses, etc. necessary for authorization to cablecast the program material. Failure to provide the necessary clearances, rights, licenses, etc. may result in the suspension of the particular program, series, or episode in question until such proof is provided.

In addition, it is the intent of the Town of Stow cable licenses to require that all PEG Access programming be non-commercial and individual Stow TV producers and submitters shall be subject to the requirement that use of Stow TV facilities and programming produced using Stow TV facilities shall be for non-commercial purposes only.

It is the intent hereof that the programming-related guidelines set forth in this Section B and in this Handbook shall, to the extent applicable, apply to Stow TV producers' and submitters' use of programming cablecast on the access channel(s) and to their subsequent use or authorization of said programming in any other media. Stow TV individual producers and submitters shall also be subject to any and all applicable law with respect to obtaining consents of parents and or others if and as needed for their use or authorization of such programming in any other media. Finally, individual producers and submitters assume responsibility for any and all content-based liabilities arising from and caused by their use or authorization of the use of their productions in any other media.



### ***C. Third Party Reuse of Stow TV Programming***

Stow TV does not encourage third party reuse of any Stow TV programming. Concerns include copyright issues, privacy of individuals, and potential loss of context. The following conditions apply.

1. Anyone reusing Stow TV programming assumes responsibility for any program-based content liabilities that may arise from their third party use. See Section B "Responsibilities."
2. The intent of the town's cable licenses is to provide funds for non-commercial use, and the intent of Stow TV is to provide the video for noncommercial use. Any reuse for commercial purposes or gain is prohibited.
3. Non-government programming submitted by others to Stow TV and subject to copyright may not be altered and may not be recablecast or published in other media without written permission from the copyright owner(s), subject to and in accordance with the law.
4. Stow TV programming of municipal meetings may be subject to the Massachusetts Public Records Law and videotaping of a municipal meeting may be subject to the Massachusetts Open Meeting law.

Please review entire handbook for guidelines relevant to any particular situation, including third party reuse of Stow TV programming

### ***D. Potentially Offensive Material***

Each producer or submitter is responsible to notify Stow TV whether his/her programming content contains any "potentially offensive" material according to the following guidelines:

1. A program that contains content such as, but not limited to, the following will be considered potentially offensive to some audiences, particularly children.
  - a. Profanity, extreme slang or vulgar language;
  - b. Sexual activities not defined under obscenity;
  - c. Extreme acts or depictions of violence.

Stow TV reserves the right to run potentially offensive programming at later time periods when it is less likely to be viewed by minors.

2. The producer or submitter is responsible to ensure that programs or cablecast material which contains material deemed not suitable for young viewers or explicit material has a disclaimer to that effect as part of the opening credits on the tape.
3. Failure to notify Stow TV of potentially offensive material prior to a program or other cablecast material airing may result in loss of or suspension of privileges in accordance with applicable procedures set forth above.

## ***E. Disclaimers***

1. Stow TV reserves the right to include, or require the producer to include, the following notice before and/or after a program: "The views expressed on the following [or "preceding"] program are those of the individual producer or sponsor and do not necessarily reflect those of Stow TV."
2. Stow TV reserves the right to include, or require the producer to include, the following notice before and/or after a program: "Stow TV is not responsible for the technical quality of the following [or "preceding"] program."
3. Stow TV reserves the right to inform viewers of the producer or producing organization and name and contact information of the local sponsor of any programs. Stow TV may add a notice on the submitted media, on the bulletin board, on program schedules in all media distributions, and by other means.
4. Stow TV reserves the right to include, or require the producer to include, the following notice before and/or after a program: "The following [or "preceding"] program may contain sensitive material. Viewer discretion is advised."
5. If Stow TV makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, Stow TV may include the following notice before and/or after a program and/or may require the producer to add the following notice as part of their opening credits on the tape: "The following [or "preceding"] program may contain material offensive to some viewers. Viewer discretion is advised."
6. Stow TV reserves the right to require such other disclaimers as may be appropriate and lawful, before and after a program and at such other times as may be reasonable.

Although Stow TV reserves the right to require and/or include disclaimers and/or notices as aforesaid, nothing herein implies any duty of Stow TV to engage in pre-screening of programming in connection with these or other programming content issues, as the producers and submitters are in the first instance the parties responsible for ensuring compliance with these requirements.

## ***F. Political and Issue-Oriented Programming***

Political candidates or advocates of ballot issues or public affairs issues are subject to the same policies and regulations as other users of the Stow TV public access channel except as may be otherwise explicitly referenced herein. The nature of public access is that everyone in the community has equal access to the facilities and cablecast time. Residents are encouraged to produce program material to express diverse ideas and viewpoints. Advertisements are prohibited as described in Section II.A.6.

## ***G. Indemnification***

Producers and submitters of programs or other cablecast material shall indemnify and hold harmless the Town of Stow, its elected and appointed officials and its agents and servants and Stow TV against any claims, liability, legal fees and expenses arising out of any use of the material that they cablecast and arising out of their acts and omissions with respect to use of facilities and or equipment, or arising out of any breach of Stow TV policies including, but not limited to, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material. Agreement to the foregoing may be made a condition of use of facilities and equipment.

### **III. Program Policies and Procedures**

#### ***A. Overview of Scheduling Cablecast Time***

Cablecast times are provided on a fair and equitable, nondiscriminatory basis to any resident filing a request, in accordance with the operating rules, subject to viewpoint-neutral lawful scheduling criteria. It should be understood, however, that since this is a shared resource, cablecast time and equipment use requests cannot be guaranteed.

1. Requests for cablecast time shall be processed on a fair and equitable, nondiscriminatory basis, subject to the availability of equipment, cablecast time, human resource time, and Stow TV policies and priorities.
2. Scheduling strategies are constrained by resource limitations. The number of shows included in each schedule is limited. Some requested shows may not be shown in a timely way, may be shown in non-prime hours, may be shown on only one channel, may be shown but not advertised, may be shown only once, or may not be scheduled at all. Priorities as described in Section III, subsection B "Program Priorities" as set forth herein will be applied.
3. Normally, a set of programs ("a schedule") will begin on a designated day, and the same schedule will run for two weeks. Normally, local and high priority shows will be shown several times per week for the two weeks in daytime and evening time slots. This scheduling strategy makes each program available to a disparate audience who have differing time constraints and available viewing time. It also makes efficient use of limited staff time and enables effective schedule promotion in space-limited media.
4. Any one program that is not a town government event will normally be limited to two hours length unless approved by the Stow TV Coordinator.
5. Cablecast time scheduling requests must be submitted to the Stow TV Coordinator or his or her designee at least two (2) weeks prior to the desired cablecast date. Exceptions may be made where two (2) week prior notice of such a request is impossible.
6. Requesters must sign the appropriate forms before any program is cablecast.
7. A program must be complete and the Producer or Submitter Agreement Form submitted before a program will be scheduled.
8. Media scheduled for cablecast must be delivered to the Stow TV Coordinator or his or her designee at least one week prior to the scheduled cablecast unless alternative arrangements have been approved.
9. Programs must be submitted and sponsored by a Stow resident or other eligible person as described Section I subsection B. Eligibility, unless produced by Stow TV.
10. Stow TV publicizes and promotes its schedule in several ways. Stow TV is not required to publicize any shows or schedule times, and it may choose to publicize some but not others. This choice is at the discretion of the Stow TV Coordinator or his or her designee, and may be influenced by a number of factors such as staff time, availability of channel and program publicity time, and program priorities.
11. Stow TV normally cablecasts the same schedule of shows on Comcast Channel 9 and Verizon Channel 32. A separate set of programs may be cablecast on Verizon Channel 33. At the discretion of the Stow TV Coordinator or his or her designee, Stow TV may schedule some shows to run only on Verizon Channel 33, or to run on any subset of the three channels.

## ***B. Program Priorities***

Programs will be scheduled and given cablecast time according to the following priorities. Locally produced programs have priority over programs that a local sponsor imports from outside of the town. Within each category, individual programs will take priority over series programs. "Local" or "Neighboring" towns are Hudson, Maynard, Marlboro, Sudbury, Acton, Concord, Boxboro, Bolton, Lancaster, Harvard.

1. Stow town government and school meetings and events.
2. Programs produced by Stow residents on:
  - a. Stow events or topics pertaining to Stow.
  - b. Events or topics pertaining to neighboring towns .
  - c. Events or topics not pertaining to Stow or neighboring towns.
3. Programs produced by citizens of neighboring towns on:
  - a. Stow events or topics pertaining to Stow.
  - b. Events or topics pertaining to neighboring towns.
  - c. Events or topics not pertaining to Stow or neighboring towns.
4. Programs produced by those not resident in Stow or neighboring towns (but sponsored by a Stow resident or sponsored by a Stow organization) on:
  - a. Stow events or topics pertaining to Stow.
  - b. Events or topics pertaining to neighboring towns.
  - c. Events or topics not pertaining to Stow or neighboring towns.

The priority of local programming over programming that is not local is intended to carry out the intent of the Stow cable television franchise and the PEG Access section of the Cable Act which seek to promote local programming in a manner that is viewpoint neutral and the foregoing priority is intended to be based on objective, structural evidence of the local source and local nature of the programming.

## ***C. Program Series***

Program series can consume a large amount of limited resources including staff time, equipment, cablecast time, and publicity space. For this reason, individual programs will generally take priority over series. In addition, program series will be prioritized as described in Section III, subsection B, "Program Priorities."

1. Program series will normally be limited to one series show per month.
2. Program series will not necessarily be given a consistent time slot from one schedule period to another.
3. Due to resource constraints, some requested series shows may not be shown in a timely way, may be shown in non-prime hours, may be shown on only one channel, may be shown but not publicized, may be shown only once, or may not be scheduled at all.
4. Titles and descriptions of programs should be submitted to the Stow TV Coordinator or his or her designee at least four (4) weeks in advance of the first cablecast date if and to the extent possible.
5. Requestors or sponsors must re-submit series requests every three months.

## ***D. Outside Programming (Bicycled Media)***

Outside programming or bicycled media describes a program that is not produced in the town, but rather, is pre-produced and prerecorded material that is submitted to Stow TV for cablecast. Local programming will generally take priority over outside programming. Outside programming will be prioritized as described in Section III subsection B, "Program Priorities."

1. Outside programming must be submitted and sponsored by a Stow resident or other eligible person as described Section I, subsection B, "Eligibility," unless produced by Stow TV. Stow TV may also exercise the prerogative to sponsor outside programming.
2. Outside programming must be noncommercial in nature and technical and production quality must be high and in accordance with reasonable and customary industry technical standards.
3. Stow TV may inform viewers of the producer or producing organization and name and contact information of the local sponsor of outside programming, as described in Section II, subsection D, Disclaimers.
4. Due to resource constraints, outside programming may not be shown in a timely way, may be shown in non-prime hours, may be shown on only one channel, may be shown but not publicized, may be shown only once, or may not be scheduled at all.

## ***E. Technical and Tape Standards***

1. Programming must meet minimum quality standards. If programming does not meet minimum technical standards and/or does not comply with FCC regulations, Stow TV will refuse the request to cablecast.
2. Stow TV will accept programs on DVDs. Other media may be accepted in some cases only if prior arrangements are made.
3. DVDs must have no table of contents or index. Only one program can be put on a DVD. DVDs must be recorded such that they begin playing automatically and continue through the program.
4. Any videotapes supplied for cablecast must have no observable defects, and must be in VHS Standard Play (SP) mode unless other arrangements have been made. A videotape must not have any unrecorded tape prior to the end of the program.
5. Labels – Before cablecast, all media must be clearly labeled with the following information:
  - a. Title of program
  - b. Producer's name
  - c. Length of black leader (seconds)
  - d. Length of introductory titles (seconds)
  - e. Length of program material, not including leader (hours: minutes: seconds)
  - f. Date submitted to Stow TV
6. The beginning of a cablecast program must include 30 seconds of black leader.
7. Introductory titles should follow the black leader. If no introductory titles are included, then the media should include a total of 90 seconds of black leader.
8. Media should include 60 seconds of black at the end.
9. Media should include appropriate production credits.

## ***F. Grants, Underwriting, and Sponsorship***

Programs may be sponsored or underwritten with the following conditions:

1. Underwriting support for programs must be used for goods and services or can be in the form of in-kind contributions that aid in developing and improving the supported program.
2. Credit for underwriting will be similar to the following: "Goods and services and other support used in the production of this program were contributed by [company name]" and shall be consistent with the underwriting style standards used by non-profit Public Broadcasting System (PBS) affiliates.
3. Credits will be shown before and after the program.

Stow TV must be notified that a program will be underwritten at the time the program proposal is submitted.

Any individual or group submitting a proposal for grant funding for a project which involves the use of Stow TV's equipment must have obtained prior written approval from Stow TV.

## ***G. Rights***

Stow TV program submitters and producers have the following rights.

1. Ownership of rights to original material, subject to applicable law, unless otherwise agreed or as otherwise may be required by law.
2. To request in writing that a program recording they submitted to Stow TV be removed from the cablecast schedule.
3. To request in writing that a program recording they submitted to Stow TV not be duplicated for any redistribution.

Stow TV has the following rights:

1. To retain a tape of the program for its tape library
2. To make duplications of the program for noncommercial distribution, except where permission has expressly been denied. Producers will be given credit in the videotape for such use.
3. To cablecast the program at any time in the future and as often as is deemed appropriate by the Stow TV Coordinator and his or her designee, unless requested in writing by the submitter that the program be removed from the cablecast schedule.
4. To exercise the option of erasing an obsolete or unusable program 14 days after it has been cablecast.
5. Stow TV will own programs produced by Stow TV with or without the assistance of volunteers.

## ***H. Requests for Copies of Recordings***

This policy refers to all recordings except recordings of public meetings as defined by Massachusetts General Law. See Section V, for the case of public meetings.

Stow TV does not lend recordings and does not have facilities for the public to view a recording. Stow TV also does not have the facilities to create copies of shows for distribution.

Stow residents are not encouraged to request copies of recordings that have been cablecast on Stow TV. However, in some cases Stow TV may reproduce and make available a recording for a resident dependent on the following conditions:

1. If Stow TV has retained the recording
2. If the producer or submitter has not requested that copies not be distributed
3. Availability of staff and volunteer time
4. Availability of equipment
5. Station priorities

Stow TV does not normally provide copies to non-residents, but may do so at the discretion of the Stow TV Coordinator.

Stow TV reserves the right to turn down a request for recordings of any programs other than public meetings, based on the above conditions.

To cover media, labor and equipment costs, Stow TV may charge a fee for duplicating recordings. The published fee schedule is available on request.

## **IV. Bulletin Board**

A text information bulletin board service is available, free of charge, to Stow residents and employees of the town or Nashoba Regional School District. Non-profit organizations serving Stow may use the service as described in paragraph A below. The bulletin board consists of text information cablecast on the Stow TV channel 9. This bulletin board service acts as a Stow community calendar and provides non-commercial public service announcements and event information.

### ***A. Eligibility to Submit Messages***

The bulletin board is intended primarily for use by Stow residents and town officials for announcements relating directly to the town of Stow. Resources to implement announcements are limited. For these reasons, submittals will be restricted and prioritized as described in this section.

1. Stow residents and employees of the town or Nashoba Regional School District may submit bulletin board announcements. These receive the highest priority.
2. Residents of neighboring towns (Hudson, Maynard, Marlboro, Sudbury, Acton, Concord, Boxboro, Bolton, Lancaster, Harvard) may submit announcements, but these will be processed with a lower priority. They are prioritized as follows:
  - a. Stow events or topics pertaining to Stow.
  - b. Events or topics pertaining to neighboring towns .
  - c. Events or topics not pertaining to Stow or neighboring towns
1. Individuals and organizations outside of Stow and neighboring towns are not normally eligible to submit announcements.

### ***B. Message Content and Format***

1. Messages may be submitted to announce upcoming events, changes to scheduled events, results of an event (i.e., election results), or provide general information on a particular topic.
2. Messages must adhere to all the conditions and prohibitions described in Section II, *Program and On-Air Content* and its subsections including *Prohibitions, Responsibilities, and Indemnification*.
3. Announcements are limited to approximately seven (7) lines of thirty (30) characters per line, including spaces. At the discretion of the Stow TV Coordinator and his or her designee, special arrangements may be made for a multiple screen message.
4. Requests that are submitted with incomplete information will not be cablecast. Stow TV will attempt to contact the message owner when incomplete message requests are received.
5. An image, such as a picture for background, an illustration, or your own legitimate logo, may be included with a bulletin board announcement request.
  - a. Images will be used at the discretion of the Stow TV Coordinator and his or her designee. Issues such as workload, staff resources, technical or copyright considerations may prevent image use.



- b. Hardcopy images or digital images may be submitted. Digital images may be submitted on floppy disk or emailed to [stowtv@stow-ma.gov](mailto:stowtv@stow-ma.gov). Return of disks and hardcopy pictures will be on a best efforts basis.
6. Stow TV reserves the right to edit messages for space considerations, when necessary.
7. The Stow TV Coordinator or his or her designee determines message content for cablecast on the “crawler bar”.
8. Stow TV is not responsible for errors that appear in the cablecast message, either because of information provided by the requester or caused by the Stow TV Coordinator or his or her designee.

### ***C. Procedure to Submit a Bulletin Board Request***

1. The Bulletin Board Announcement Form is available at the Stow Town Building, Randall Library, and the Stow web site ([www.stow-ma.gov](http://www.stow-ma.gov)).
2. To place a message on the bulletin board, complete and sign a *Bulletin Board Announcement Form* and submit to the Stow TV Coordinator or his or her designee. At the discretion of the Stow TV Coordinator, announcements may alternatively be emailed to Stow TV. Methods to submit announcements include:
  - a. Fax to 978-897-4553
  - b. Deliver to the Stow TV mail tray in Town Building or to the Stow TV Coordinator or his or her designee.
  - c. Complete and submit the on-line Bulletin Board Form available at the Stow web site ([www.stow-ma.gov](http://www.stow-ma.gov))
  - d. Mail to Stow TV, 380 Great Road, Stow, MA 01775
  - e. Email to [www.stowtv.org](http://www.stowtv.org)
3. Message requests should be submitted as early as possible. Submitters are encouraged to submit requests a month in advance. Requests received fewer than fourteen (14) days prior to the starting date may not be cablecast by the requested date/time.
4. General messages that do not pertain to a specific event will be cablecast based upon available space and cablecast time.
5. Messages will normally run for thirty (30) days or through the day of the event. If a non-event message is intended to run for longer than thirty (30) days, the submitter must notify the Stow TV Coordinator. The Coordinator may require that a new Bulletin Board Request Form be filed at 30 day intervals in order for the message to continue running.
6. Users of the bulletin board are subject to all the policies and procedures contained in this *Handbook*.
7. Stow TV will review messages for adherence to rules described in this *Handbook*. In some cases, the requester may be required to provide proof of tax-exempt, non-profit status, or of copyright or trademark rights.
8. Updates to the Bulletin Board take place at irregular intervals depending on Stow TV priorities and the availability of staff and volunteers.
9. Questions may be directed to the Stow TV Coordinator at 978-897-7732, or send email to [stowtv@stow-ma.gov](mailto:stowtv@stow-ma.gov).

## **V. Policy for Stow TV Recording and Cablecast of Public Meetings**

The following policies govern the recording of a public meeting ("meeting") of Stow town boards/commissions for cablecast on Channel 9 and requests for a copy of a recorded public meeting. These policies refer only to public meetings recorded by Stow TV, and implementation shall be consistent with requirements of the Massachusetts Open Meeting law and public records laws, to the extent applicable.

1. The board or committee chairperson will make the decision and provide notification whether or not their meeting will be cablecast by Stow TV, and schedule use of appropriate facilities
2. At least one room in the Stow Town Building will be equipped for recording or cablecast of town board or committee public meetings.
3. Depending on the availability of an open meeting room with equipment and availability of staff or volunteers, and at the discretion of the board chairperson, the Stow TV Coordinator and his or her designee may activate televising equipment at the beginning of public meetings of town boards and / or committees.
4. Each room equipped with televising equipment may have a sign posted to indicate that the meeting may be recorded or cablecast.
5. There will be a visible indicator to inform the board chairperson when the televising equipment is operating.
6. It is the responsibility of the chairperson to notify the Stow TV person or volunteer recording the meeting to discontinue recording and cablecast of the meeting, when he or she chooses not to record or cablecast the meeting or a portion of the meeting.
7. It is the responsibility of the chairperson to notify the Stow TV person or volunteer recording the meeting to discontinue and resume recording and cablecast of the meeting, when the committee is meeting in Executive Session.
8. A schedule of times when meetings will be cablecast may be posted on the Channel 9 bulletin board.
9. The chairman of a town board and committee, or their designee, may request a copy of their public meeting that has been recorded. There will not be a charge for this copy. The requestor must deliver a request to the Stow TV Coordinator. The request should include the name of the committee, the meeting date, and a location in the town building where the material should be delivered. Stow TV will create a copy and deliver the material to the requestor within ten (10) days of receipt of the request.
10. Stow TV will lend a copy of the meeting to the person who takes meeting minutes at the request of that person. There will not be a charge for this. The requestor must return the copy within six weeks, or earlier if requested by the Stow TV Coordinator.
11. All other interested parties may request a copy of a public meeting that has been recorded. The requestor must deliver a request to the Stow TV Coordinator per Public Records Law (M.G.L. Chapter 66). The request should include the name of the committee, the meeting date, and an address where the material should be sent. Within ten (10) days of receiving the request for a copy of a public meeting, Stow TV will offer to provide a copy of the public meeting or advise the requestor why Stow TV is unable to provide the copy.

12. There may be a fee associated with providing a copy of a public meeting, per the published fee schedule, for any requestor other than the board or committee chairman.
13. Stow TV is not responsible for the content or recorded quality of the recorded meeting or its copy.
14. Recordings of each meeting will be kept per Massachusetts General Laws for retention of public records.
15. Third party videotaping of municipal meetings shall be subject to and in accordance with the Open Meeting Law and Stow TV's cablecasting of third party programming shall be consistent with guidelines for PEG access programming set forth herein.

## **VI. Other Conditions**

### **A. Standards of Conduct**

These Standards of Conduct apply to Stow TV Coordinator, his or her designee, volunteers, and producers and submitters.

1. Safety First. Keep yourself safe, keep others safe, and keep property and equipment safe at all times. Endangering the safety of oneself, others, or Stow TV property will not be tolerated.
2. Appropriate, professional, and respectful behavior is expected at all times.
3. Respect for, and appropriate use of, Stow TV property and equipment is required.

Subject to and in accordance with applicable law and this *Handbook*, privileges to use Stow TV facilities and cablecast services may be denied or suspended, or restricted fully or partially, for engaging in any conduct that Stow TV lawfully and reasonably finds to violate applicable law or these policies and procedures.

### **B. Complaints and Escalation Process.**

A complaint by volunteers, submitters and producers disputing the meaning, interpretation or application of Stow TV policies and procedures must first be presented in writing to the Stow TV Coordinator or his or her designee. The Coordinator or his or her designee will offer to meet with the complainant within fourteen days of receipt of the complaint in an effort to settle the complaint. A written decision by the Stow TV Coordinator or his or her designee will be returned to the complainant within seven days of the meeting. In the event that the complaint is not disposed of within twenty-one days of submission, the complainant may submit an appeal in writing to the Stow Local Access Channel Advisory Committee. Within fourteen days of receipt of the written appeal, the Stow LACAC will hold a hearing to review the complaint and render a decision. A written decision by the Stow Local Access Channel Advisory Committee will be returned to the complainant within seven days of the hearing.

A written appeal to the Board of Selectmen, as Licensing Authority is permitted pursuant to this section of the *Handbook* within fourteen days of the written decision by the Local Access Channel Advisory Committee.

### **C. Public Records**

Stow TV will keep a written public record of all programs cablecast, along with names, addresses and contact information of persons and organizations that submit or produce programming. The information will be made available to the public for inspection. All written records will be kept a minimum of two years. Written records do not include material submitted for cablecast.

The Stow TV Coordinator or his or her designee will serve as the custodian of public records.

Copies of the above mentioned written records are available upon request per the Town's public information request procedure. However, the requesting party may be charged the appropriate costs. Persons requesting inspection of the public file should identify themselves by name and address, in writing. Persons inspecting the public file may not remove any records from the premises.

## VII. Definitions

- a. **Advertising** – Calling public attention to one’s product, service, need, etc., for profit-making purposes. Solicitation of money or support for goods, political candidates, or political opinions through bulletin board text pages, :30/:60 second full motion video spots or infomercials and or other forms reasonably defined as advertising.
- b. **Bulletin Board** - Available to provide a schedule of planned cablecasts, and a calendar of planned activities within the town and schools.
- c. **Copyright** – Certain rights to the material contained in a program, including, but not limited to, rights of reproduction, publishing, and cablecasting of information consistent with applicable copyright law.
- d. **Crawler Bar** – a text message that scrolls across the screen.
- e. **Federal Communication Commission (FCC)** – The U.S. government agency established in 1934 to regulate electronic communications.
- f. **Invasion of Privacy** - The wrongful intrusion into one’s private affairs by other individuals or the government. In addition, the intrusion into one’s private affairs with which the public has no concern by unwarranted exploitation or publicity that causes mental suffering or humiliation to the average person.
- g. **Issuing Authority** – The Board of Selectmen of the Town of Stow in their capacity as cable television license Issuing Authority pursuant to M.G.L. c. 166A.
- h. **Local Access Services** – The bulletin board, video, and other cablecast services over Stow TV Channel 9.
- i. **Libel** – Any written material that constitutes a defamation of character.
- j. **Obscene Material** – Material that meets the legal definition of obscene material under local or state laws, or court rulings as determined in accordance with applicable law.
- k. **Producer** - The person responsible for creating a program.
- l. **Slander** – Any oral statement that constitutes a defamation of character.
- m. **Submitter** - A person who brings program material and requests it be cablecast even though he or she may not have produced the material.
- n. **Televising Equipment** shall include video, audio, cablecast, and recording equipment and media.
- o. **Trademark** - Any word, name, symbol or device used by a manufacturer or merchant to identify his or her goods. Trademark shall be defined in accordance with applicable federal and state law and include “service marks” if and when applicable.

## **VIII. Attachments**

For questions or assistance for any of the Stow TV Forms, please contact the Stow TV Coordinator at [stowtv@stow-ma.gov](mailto:stowtv@stow-ma.gov) or at 978-897-7732

The following forms are included in the *Stow TV Handbook* and are contained on the following pages.

### ***A. Bulletin Board Announcement Form***

This form is used when requesting the cablecast of information on the Bulletin Board.

### ***B. Stow TV Access User Agreement***

This form governs the overall relationship of access users (including producers) with Stow TV. Anyone who regularly uses Stow TV facilitates or regularly submits video to be cablecast on Stow TV needs to sign this agreement.

### ***C. Producer or Submitter Agreement Form***

This form is used when submitting video or program material for cablecast.

The Stow Local Access Channel Advisory Committee may revise this *Handbook*. The current version of the *Handbook* will be available at the Town Building, on the Stow web site, and at Randall Library.

# Bulletin Board Announcement Form

To request an announcement be placed on the Stow TV Bulletin Board, mail completed form to Stow TV, Stow Town Building, 380 Great Road, Stow, MA 01775; FAX 978-897-4553 or deliver to the Stow TV mailbox in Town Building; or complete Form on Stow web site.



978-897-7732  
stowtv@stow-ma.gov

Requester's Name(s): \_\_\_\_\_

Phone Number: (Day) \_\_\_\_\_ (Eve) \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Announcement start date: \_\_\_\_\_ Announcement end date: \_\_\_\_\_

Announcement (please print or type – Limited to 7 rows, 30 characters/row)

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## Bulletin Board

1. Use of the bulletin board is subject to the policies and procedures contained in the *Stow TV Handbook*.
2. Any Stow community, government, or school member or group may submit messages. Announcements for events outside of Stow must be sponsored by a Stow citizen or group.
3. Messages may not include: any obscene or profane material in accordance with applicable law and FCC Regulations; any lottery or lottery information; any advertisements of for-profit commercial services or advertisements for political candidate campaigns or ballot referenda questions; any direct or indirect solicitation of money except for charitable and not-for-profit organizations; any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or which might violate any local, state or federal law, regulation or rule .
4. Message requests should be submitted 14 days prior to the desired starting date for cablecast.
5. Additional copies of this form are available at the Town Building, Randall Library, and [www.stow-ma.gov](http://www.stow-ma.gov).
6. Stow TV is not responsible for any errors that appear in the announcements either because of information provided by the submitter or because of processing by the Stow TV Coordinator or his or her designee.
7. I agree to indemnify and hold harmless the Town of Stow, its elected and appointed officials, Stow TV and their agents and servants from any liability or legal fees and expenses incurred either by the Town of Stow or the Requester as a result of cablecasting this message and accompanying visual material.

Requester's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18, Form must be signed by a parent or legal guardian.

## For Stow TV Use

Date: \_\_\_\_\_ Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_ Received By: \_\_\_\_\_

Comments: \_\_\_\_\_





# Stow TV Access User Agreement Form

Stow TV, Stow Town Building, 380 Great Road, Stow, MA 01775;  
Phone: 978-897-7732 Email: stowtv@stow-ma.gov Fax: 978-897-4553.



Producer's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (Day) \_\_\_\_\_ (Eve) \_\_\_\_\_

Email: \_\_\_\_\_

## Stow TV Agreement

1. I have read and am thoroughly familiar with the contents of the *Stow TV Handbook* and agree to abide by the policies and procedures contained in the *Stow TV Handbook*.
2. I agree that I will not use Stow TV equipment, facilities, or program material produced with Stow TV equipment for any financial gain or commercial purposes.
3. I agree that I am responsible for the content of all program material produced or submitted by me for cablecast on Stow TV.
4. I agree that program material which I produce and submit will not include any obscene or profane material in accordance with applicable law and FCC Regulations; any lottery or lottery information; any advertising of for-profit commercial services or advertisements for political candidate campaigns or ballot referenda questions; any direct or indirect solicitation of money except for charitable and not-for-profit organizations; any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or might violate any local, state or federal law, regulation or rule .
5. I understand that I must obtain all approvals, clearances, licenses, etc. for the use of those program materials; including, but not limited to music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals required to show the program on Stow TV.
6. I indemnify and hold harmless the Town of Stow, its elected and appointed officials, Stow TV and their agents and servants against any claims liability, legal fees and expenses arising out of any use of this cablecast material or any breach of Stow TV policies including, but not limited to, any claims, liability, and legal and expenses in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material or arising out of my acts and omissions with respect to use of equipment or facilities or other liabilities for which I may be responsible.
7. I understand that I assume full responsibility for any dispute arising from violation of the above conditions and agree to hold blameless in any disputes the Town of Stow, its elected and appointed officials and its agents and servants and Stow TV in any dispute arising thereof.
8. I understand that I may be criminally liable for cablecasting any material which contains lottery or lottery information, obscenity, or which incites or promotes illegal activities.

Requester's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18, Form must be signed by a parent or legal guardian.

## For Stow TV Use

Date: \_\_\_\_\_ Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_ Received By: \_\_\_\_\_

Comments: \_\_\_\_\_

# Producer or Submitter Agreement Form

To request a program or video be cablecast on Stow TV Channel 9:  
Contact the Stow TV Coordinator  
Stow TV, Stow Town Building, 380 Great Road, Stow, MA 01775;  
Phone: 978-897-7732 Email: stowtv@stow-ma.gov Fax: 978-897-4553.



Requester's Name(s): \_\_\_\_\_  
Phone Number: (Day) \_\_\_\_\_ (Eve) \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Organization (if applicable): \_\_\_\_\_  
Program Title: \_\_\_\_\_  
Program Producer: \_\_\_\_\_  
Program Description: \_\_\_\_\_  
Program Length without leader: \_\_\_\_\_ Leader Length: \_\_\_\_\_  
Should the program air on or before specific dates? Requested cablecast dates or times? Describe: \_\_\_\_\_  
Does this program have "potentially offensive" content as described in the *Handbook*? \_\_\_\_\_  
Additional Information: \_\_\_\_\_

## Stow TV Agreement

1. I agree to abide by the policies and procedures contained in the *Stow TV Handbook*.
2. I am responsible for the content of program material produced or submitted by me and agree that such program material will not include any obscene or profane material in accordance with applicable law and FCC Regulations; any lottery or lottery information; any advertising of for-profit commercial services or advertisements for political candidate campaigns or ballot referenda questions; any direct or indirect solicitation of money except for charitable and not-for-profit organizations; any material which constitutes libel, slander, invasion of privacy or publicity rights, violation of trademark or copyright, or might violate any local, state or federal law, regulation or rule .
3. I understand that I must obtain all approvals, clearances, licenses, etc. for the use of those program materials; including, but not limited to music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals required to show the program on Stow TV.
4. I indemnify and hold harmless the Town of Stow, its elected and appointed officials, Stow TV and their agents and servants against any claims liability, legal fees and expenses arising out of any use of this cablecast material or any breach of Stow TV policies including, but not limited to, any claims, liability, and legal and expenses in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material or arising out of my acts and omissions with respect to use of equipment or facilities or other liabilities for which I may be responsible.
5. I understand that I assume full responsibility for any dispute arising from violation of the above conditions and agree to hold blameless in any disputes the Town of Stow, its elected and appointed officials and its agents and servants and Stow TV in any dispute arising thereof.
6. I understand that I may be criminally liable for cablecasting any material which contains lottery or lottery information, obscenity, or which incites or promotes illegal activities.

Requester's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
If under 18, Form must be signed by a parent or legal guardian.

## For Stow TV Use

Date: \_\_\_\_\_ Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_ Received By: \_\_\_\_\_  
Cablecast Dates: \_\_\_\_\_  
Comments: \_\_\_\_\_  
Form V. 060131