

AGENDA

SPECIAL MEETING COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

May 25, 2010
Aldermen Lopez, Osborne,
O'Neil, DeVries, Corriveau

4:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Aldermen Corriveau, Arnold, O'Neil, and Ouellette regarding a proposal for Public, Educational, and Government (PEG) television.
(Note: A copy of the MCTV/MCAM operation proposal submitted by the MCTV Advisory Board was sent to the Board of Mayor and Aldermen on 5/10/2010. A revised copy of the MCTV/MCAM operation proposal submitted by MCAM, Inc. was sent to the Board of Mayor and Aldermen on 5/20/2010. A draft copy of the minutes of the Special Meeting of the Committee on Administration/Information Systems was sent to the Board of Mayor and Aldermen on 5/21/2010 under separate cover.)
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of these items from the table.

4. Communication from Mayor Gatsas requesting acceptance of the correspondence from Manchester Community Access Media (MCAM) regarding the termination of their contract. Mayor Gatsas also requests that the Committee review options for the merger of MCAM and MCTV beginning July 1, 2010.
(Note: Referred by the Board of Mayor and Aldermen on 5/4/2010. Tabled on 5/18/2010)
5. Communication from the Manchester School District regarding termination of the Manchester Community Television Contract.
(Note: Referred by the Board of Mayor and Aldermen on 4/20/2010. Tabled on 5/18/2010)
6. There being no further business, a motion is in order to adjourn.



CITY OF MANCHESTER
Board of Aldermen

May 21, 2010

Committee on Administration/Information Systems
C/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

Re: Public, Educational and Government (PEG) Television

Dear Honorable Committee Members,

We have been working with City staff to develop a workable and cost effective plan to replace the City's current PEG offerings on July 1, 2010. We are pleased to present our proposal to the Committee on Administration.

We propose that a separate non-profit organization be established to perform all PEG functions for the City. The non-profit organization's Board of Directors would be comprised of five (5) Manchester residents appointed by the Mayor and confirmed by the Board of Aldermen. The non-profit organization would be required to submit its annual budget to the Board of Mayor and Aldermen for appropriation by the Board. The non-profit would, of course, be authorized to solicit private donations and pursue grant opportunities. Personnel, compensation and benefit decisions would be the responsibility of the non-profit Board of Directors. We have attached hereto draft corporation by-laws and a draft contract between the City and the non-profit which more fully describes the responsibility of the non-profit organization and the contractual relationship between the City and the non-profit.

We believe this proposal is the best solution for Manchester. We appreciate your consideration and support.

Respectfully submitted,

Garth Corriveau
Alderman Ward 6

Patrick Arnold
Alderman Ward 12

Daniel O'Neil
Alderman-At-Large

Russ Ouellette
Alderman Ward 11

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AGREEMENT BETWEEN

THE CITY OF MANCHESTER, NEW HAMPSHIRE
and

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Agreement made this _____ day of _____, 2010 by and between the City of Manchester, New Hampshire, (hereinafter "City") a body corporate and politic with an address of One City Hall Plaza, Manchester, New Hampshire and - _____ of _____, Manchester, New Hampshire.

WHEREAS, the City desires to provide support for the use of cable television public, educational and government access channels provided pursuant to federal law.

WHEREAS, the City granted a Cable Television Renewal Franchise dated October 20, 2000, as amended to MediaOne of New Hampshire to which Comcast of New Hampshire Inc. is a successor in interest.

WHEREAS, the Cable Television Renewal Franchise provides that the City may designate an access provider to operate and administer public, educational and government (PEG) access channels.

WHEREAS, the Cable Television Renewal Franchise requires that certain channel capacity be provided for PEG access.

WHEREAS, the Cable Television Renewal Franchise provides that certain payments and initial services shall be made by the franchise for PEG access equipment and facilities.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. TERM

This Agreement shall be for a period of three (3) years commencing on _____ and ending on _____ unless earlier terminated, as provided for in this agreement.

2. PUBLIC ACCESS PROVIDER

_____ is designated as the access provider for the City's public, educational and government access channels. _____ shall manage all channel capacity dedicated to public, educational and government access and provided pursuant to the Cable Television Renewal Franchise as amended as well as all applicable state and federal laws governing the operation of a 501 (c) 3 corporation. The foregoing

notwithstanding the City may, in its sole discretion, revoke the designation of _____ as access provider for the City's public, educational or government access channels

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3. SCOPE OF SERVICES

In exchange for funding provided by the City to _____, pursuant to this Agreement, _____ shall provide the following services:

- A.) OPERATE A PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS CENTER
Manage and operate a video production facility and equipment for public, educational and government programming.

- B.) PUBLIC ACCESS
Provide access to the use of the equipment, facilities, channel(s), and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups or organizations, on a first come, first served non-discriminatory basis, pursuant to operating rules promulgated by _____. The access center shall be available for public use at such hours and times as are reasonably necessary for such a facility and as are necessary for the convenience of the public and public access producers. Access to equipment and facilities shall be open to all those who satisfactorily complete training class(es) required by _____ or who receive a certification from _____, identifying said users as having satisfied training requirements through means other than classes.

- C.) EDUCATIONAL AND GOVERNMENT ACCESS
_____ shall operate the access center and the educational and government access channel(s) in a manner consistent with the Cable Franchise Agreement, federal and state law and its operating policies and procedures. _____ duty shall be to provide governmental access and educational access to the citizens of the City of Manchester and the Manchester School District.

- C.) DEVELOP OPERATING POLICIES AND PROCEDURES
Develop policies and procedures for use and operation of the public, educational and government access equipment, facilities and channel(s) and file such policies and procedures with the City Clerk's office.

- D.) COMPLIANCE WITH LAWS, RULES AND REGULATIONS
Administer the public, educational and governmental access channel(s) and facilities in compliance with applicable laws, rules and regulations as well as with the Cable Television Franchise Renewal.

E.) TRAINING

Provide instruction and training for users in the use of the equipment, facilities and channel(s) of public, educational and government access as well as in the techniques of video production. _____ shall also provide technical advice in the execution of productions.

F.) PLAYBACK/CABLECAST

Provide for the playback/cable-casting of programs on the public, educational and government access channel(s).

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1.) PUBLIC ACCESS PROGRAMING

_____ shall cablecast and replay of a minimum of 20 hours of local original programming per week and a minimum of 64 hours of replayed and outside programming per week

2.) GOVERNMENTAL ACCESS

_____ shall provide for the live broadcast and replay of all meetings of the Board of Mayor and Aldermen, all meetings of the standing and special committees of the Board of Mayor and Aldermen as well as all meetings of the Board of School Committee and its committees

3.) EDUCATIONAL ACCESS

_____ shall provide for the cablecast and replay of educational programming and shall offer extended learning opportunities for School District students and staff, including a graded course of independent study through the School District for High School Students.

G.) SPECIAL NEEDS GROUPS

Support special needs groups and viewers such as the hearing impaired in program production and cable-casting.

H.) PROMOTION

Promote the use and benefit of the public, educational and government access channel(s) and facilities to cable subscribers, the public and public access users.

I.) CONSISTENT ACTIVITIES

Conduct such other public access services and programming activities as are consistent with _____ obligations under this agreement and as are consistent with the facilitation and promotion of non-discriminatory public, educational and government access.

4. PUBLIC ACCESS CHANNELS OPEN TO PUBLIC

_____ shall keep public access channel(s) open to all City residents, subject to FCC regulations and other relevant laws. Neither the City, the Cable Company Nor _____ shall have editorial control over programming on the public access

channel(s) as long as said programming is lawful and consistent with the rules, regulations and policy of _____. Nothing; however, shall prevent _____, the City or the Cable Company from producing or sponsoring programming or prevent the City or Cable Company from underwriting programming or promoting certain types of programming. _____ may promulgate and enforce policies, procedures, rules and regulations to promote local use of the public, educational and government channels and make programming available and accessible to the viewing public, consistent with such, time, manner and place regulations as are appropriate.

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5. INDEMNIFICATION

_____ hereby agrees to protect, defend, indemnify, and hold the City of Manchester, the Manchester School District and their employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City or the Manchester School District arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the city, death or damages to property (including property of the City and/or the Manchester School District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this agreement. _____ agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of _____. _____ also agrees to bare all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against _____ the City and/or the Manchester School District or to enlarge in any way the licensee's liability but is intended solely to provide for indemnification of the City and the Manchester School District from liability for damages or injuries to third persons or property arising from _____ performance hereunder.

6. INSURANCE

_____ agrees to maintain in full force and effect:

A.) Comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.

B.) Automobile Liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.

C.) Workers compensation insurance whether or not required by the New Hampshire revised statutes annotated, 1995, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

D.) Cable-caster's errors and omission insurance in the minimum amount of \$1,000,000.00. Said insurance shall, at minimum, cover the content of productions which are cablecast on the public, educational or government access channels for, libel and slander; copyright or trade mark infringement; infliction of emotional distress, invasion of privacy, plagiarism and misuse of musical or literary materials.

E.) The City shall be named as an additional insured on all the foregoing insurance policies.

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F.) Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the _____.

G.) Insurance companies utilized must be admitted to do business in New Hampshire or be on the insurance commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of best's key rating guide.

H.) _____ agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester Risk Manager within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester and the Manchester School Department as additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change.

I.) The purchase of the insurance required of the furnishing of the aforesaid certificate shall not be a satisfaction of _____ liability hereunder or in any way modify the _____ indemnification responsibilities to the City of Manchester and/or the Manchester School Department.

7. COPYRIGHT - PERMISSION TO BROADCAST

Prior to cable-casting _____ shall require all producers and/or users to agree in writing that they have made all appropriate arrangements to obtain all rights to material to be cable-cast and have clearance from all necessary broadcast stations, networks, sponsors, music licensing organizations' representatives and without limitation from the foregoing, any and all other persons, businesses, or organizations as may be

necessary to transmit its or their program material over the public access channel(s) operated by _____. _____ shall maintain copies of said agreement for, at minimum, the term of the applicable statute of limitations. The City shall be allowed to inspect said agreements upon reasonable notice.

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8. COPYRIGHT OWNERSHIP

_____ shall own the copyright of any public access program that it produces. Producers or users shall own the copyright of any program that they produce.

9. DISTRIBUTION

_____ shall require that all programs produced with funds, equipment, facilities or staff provided for under this Agreement shall be distributed on the public, educational or government access channel(s) provided under this Agreement. This paragraph shall not limit other distribution of said programs such as is consistent with the rules, regulations or policies of _____.

10. EQUIPMENT AND FACILITIES

A.) _____ shall be responsible for the maintenance of all equipment and facilities provided for _____ use pursuant to this Agreement or purchased with funds provided to _____ pursuant to this Agreement or otherwise provided to _____ by the Cable Television Franchise.

B.) All equipment and facilities provided to _____ by the City as well as any equipment and facilities acquired by _____ using funds provided by the Cable Television Franchise or funds provided pursuant to this Agreement shall be held by _____ for its use in carrying out the provisions of this Agreement. In the event of the dissolution, failure, or removal of _____ as the public, educational or government Access Provider for the City, ownership of all public equipment still in use from the initial inventory provided by the City as well as any equipment purchased with funds provided by the Cable Television Franchise Agreement shall revert to the City or its designee immediately.

C.) _____ shall keep records and an inventory sufficient for _____ and the City to identify the specific equipment and facilities purchased with funds provided by the City, the Cable Television Franchise or provided pursuant to this Agreement. The City shall have the right to inspect and/or audit such records and/or inventory upon reasonable notice. All equipment purchased with funds provided by the City or pursuant to this Agreement shall be clearly and conspicuously marked as such _____ shall not transfer, sell or otherwise dispose of any equipment provided by the City or purchased with funds provided by the City without the written consent of the City, except that _____ may "trade in" equipment provided by the City or purchased with funds provided by the City for new equipment as long as the inventories that MCAM is required to keep show the traded in equipment as a funding source for the equipment being acquired and provided that _____ gives the City at least (30) days notice of its intent to "trade in" said equipment.

D.) If _____ should be dissolved, _____ shall transfer all assets of _____ not provided for under paragraph B above to the City, or at the City's option, to such organization(s) designated by the City which at the time qualify as a tax exempt organization(s) under Section 501 (c)(3) or successor provisions of the Internal Revenue code.

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11. NON-DISCRIMINATION

A.) _____ shall not discriminate, in any manner, on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

12. INDEPENDENT CONTRACTOR

_____ is an independent contractor and there is no principal/agent relationship between _____ and the City. Nor is there any employer/employee relationship between _____ and the City. Any persons volunteering with or employed by _____ shall be entirely and exclusively under the supervision, direction and control of _____. The City shall not have any authority over any person volunteering with or employed by _____; likewise, the City shall have no control over any terms of employment for _____ employees or volunteers.

13. FUTURE TECHNOLOGIES

_____ is dependent upon the protection and continuation of community media. As media corporations frequently change hands and new technologies are introduced that further support community media and the proliferation of the public-voice, the Chair of the _____ Board of Directors or his/her designee may be invited by the City to provide input and advice during any future cable (CATV), satellite (DBS), or other electronic media that the City of Manchester may regulate as keeper of the public trust.

14. FUNDING

A.) _____ shall request funding annually as part of the City's budget process

15. ANNUAL PLAN & REPORTS

A.) On or before February 1st of each year _____ shall provide the City with an annual report for the previous fiscal year (October 1st to September 30th).

B.) The annual report shall, at minimum, include the following:

1. The estimated number of hours of local and original programming produced and cablecast on each of the public, educational and government channels in the previous fiscal year.
2. The training classes to be offered in public access, educational and government programming and production and their frequency.

3. Other public access, educational and government activities of _____
4. A current and complete list of _____ employees.
5. Financial statements for the prior fiscal year audited by an independent certified public accountant. The annual audit shall at minimum include a detailed budget summary as well as a detailed equipment and facilities inventory.

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16. USE OF FRANCHISE FEE FUNDS

_____ shall spend funds received from the cable franchise fee solely for the purposes listed in its strategic plan and subsequent annual reports. Upon termination of this Agreement all funds received from the City as well as the annual Cable Franchise payment and not expended shall be returned to the City.

17. BOOKS, RECORDS AND STATEMENTS

A.) Books and Records. _____ shall keep, in accordance with generally accepted accounting principals, such books of account and records as will properly reflect all income received and disbursements made in connection with the operation of the public access, educational and government channel(s) as well as with the operation and maintenance of all _____ equipment and facilities. Said books of account shall specifically identify and account for all funds received from the City as well as account for all equipment and facilities as are owned by the City and used by _____. The records maintained by _____ shall include, without limitation, all reports, vouchers, receipts, invoices, bills, agreements, checks, cancelled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of _____, its equipment and facilities as well as the public access channel(s). Such books and records shall be kept at _____ place of business and shall be open for inspection by the City, or its duly authorized representative, during _____ business hours. _____ shall keep such records for a period of 3 years after the expiration of the year to which the records pertain.

B.) Annual Audit. _____ shall cause the books and records called by this Agreement to be audited annually by an independent auditor, within ninety (90) days of September 30th of each year. A report of such audit, prepared in accordance with generally accepted accounting principles, consistently applied, shall be delivered to the City within thirty (30) days of the completion thereof.

C.) Audit by City. The City or its designee shall have the right to conduct its own audit of any and all books and records of _____ upon reasonable

notice. Upon such notice _____ will make all of its books and records available to the City or its designee at _____ place of business.

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18. TERMINATION

A.) The City shall have the right to terminate this Agreement upon one hundred twenty (120) days written notice to _____ for:

1. Breach of any provision of this Agreement by _____
2. Malfeasance, misfeasance, misappropriation or misuse of funds provided by the City
3. Loss of 501 (c)(3) status by _____
4. Revocation of the designation of _____ as access provider for any or all of the City's public, educational or government channels.

B.) Upon termination of this Agreement _____ shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases or other assets received from the City or purchased by _____ with funds provided by the City or with funds provided directly or indirectly by any part of the Cable Television Renewal Franchise. _____ shall also return to the city any funds provided directly or indirectly by the City or provided by any part of the Cable Television Renewal Franchise.

19. SUBLET OR ASSIGNMENT

_____ shall not assign, sublet or otherwise attempt to transfer this Agreement, any interest herein or any portion hereof, without the express written consent of the City, which consent the City in its sole discretion may grant or deny.

20. APPLICABLE LAW

New Hampshire law shall control the interpretation and enforcement of this Agreement.

21. NOTICES

Any notices or other communication in regards to this Agreement may be given by either _____ or the City by delivering in hand or by mailing via the United States mail, postage prepaid to the following:

To the City of Manchester

City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

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With copies to:
Mayor
One City Hall Plaza
Manchester, New Hampshire 03101

City Solicitor
One City Hall Plaza
Manchester, New Hampshire 03101

To _____

_____ or the City may change the person or office to which notice is to be given, or any address at any time by written notice to the other party.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties and supersedes all prior negotiations or agreements.

23. AMENDMENT

This Agreement shall only be amended by written agreement. No purported oral amendment or agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Manchester

Date

Theodore L. Gatsas
Mayor

Date

By: _____

Title: _____

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MANCHESTER PEG ACCESS TELEVISION CORPORATION BY-LAWS

Mission Statement

The Manchester Community Access Media Corporation was organized to develop, promote and facilitate, access and training for any Manchester resident to create television programs and have those programs cablecast throughout the City of Manchester. MCAM, Inc. will be the primary outlet and opportunity for Manchester citizens to express ideas & opinions, art & information for every walk of life and every viewpoint, through cablecast television media, the internet, radio, print or other technologies. The corporation shall assure noncommercial, non-discriminatory and uncensored use of the facility, channels and opportunities.

ARTICLE I. DEFINITIONS

The terms set forth below shall have the following meanings unless otherwise required by the context in which they may be used:

Aldermen. The term "Aldermen" shall mean the aldermen of the Board of Aldermen of the city of Manchester.

Articles of Agreement. The term "Articles of Agreement" shall mean the Articles of Agreement of MCAM, filed in the offices of the New Hampshire Secretary of State, as the same may be amended from time to time.

Board. The term "Board" shall mean the Board of Directors of MCAM

Bylaws. The term "Bylaws" shall mean the Bylaws of MCAM .

City. The term "City" shall mean the City of Manchester, New Hampshire.

Director. The term "Director" shall in all cases refer to a person or persons serving as regular directors of the Board with authority to vote and be counted in determining the existence of a quorum.

District. The term "District" shall mean the Manchester School District of the city of Manchester, New Hampshire.

Mayor. The term "Mayor" shall mean the Mayor of the city of Manchester, New Hampshire.

MCAM. The term "MCAM" shall mean ~~Manchester Community Access Media, Inc.~~, a voluntary not-for-profit corporation, organized pursuant to New Hampshire RSA 292.

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Majority. The term "Majority" shall mean more than fifty percent (50%) of the applicable total.

Producer. A recognized public program and content creator for the access channel.

Officer. The term "Officer" shall mean one or more of the positions as set forth in Article VII here of.

State. The term "State" shall mean the State of New Hampshire unless otherwise specifically indicated.

ARTICLE II. NAME

Section 2.01—Name

The name of the organization shall be ~~Manchester Community Access Media, Inc.~~, hereinafter referred to as "MCAM, Inc".

ARTICLE III. OFFICES OF THE CORPORATION

Section 3.01—Principal Office

The principal office for the transaction of the activities and affairs of ~~MCAM, Inc~~ shall be located within the City of Manchester, New Hampshire.

Section 3.02—Registered Office and Registered Agent

~~MCAM, Inc~~ shall have and continuously maintain in the State of New Hampshire a registered office, and a registered agent whose office is identical with such registered office, as required by New Hampshire non-profit corporation law. The registered office may be, but need not be, the same as its principal office in the State of New Hampshire. The registered office or the registered agent at such office, or both, may be changed from time-to-time by the Board of Directors by compliance with applicable provisions of New Hampshire non-profit corporation law.

ARTICLE IV. PURPOSES

Section 4.01—Purposes

This Corporation is formed for scientific, educational, and charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law). Its specific purposes are:

- **Public Access, Educational Access, and Government Access (PEG) channels give individuals and/or organizations who otherwise might not have access to the media a forum to display their talent, knowledge, interests, or other information and thereby enhance the quality of life in our communities.**

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- The City and the District have contracted with _____ to operate Manchester's PEG studio and channels.
- _____ provides channel time and access to equipment, free of charge, to qualified community producers for the production and presentation of non-commercial programs of community interest.
- The District exercises control over programs produced by the District for the Education Access Channel.
- The City, through the _____ [Mayor, City Clerk, Finance Officer, Library Director], exercises control over the Government Access Channel.
- _____ and staff exercises control over the Public Access Channel to the extent provided by law.

~~(a.) To support, manage, produce, and distribute noncommercial, community-based media programs~~

~~(b.) To develop and promote the concept of community (public) access to existing and future communications media.~~

~~(c.) To establish, maintain and operate one (1) or more media access center(s):~~

~~(1.) To educate and train individuals and nonprofit organizations and institutions in the use of various media tools and techniques.~~

~~(2.) To provide individuals and nonprofit organizations and institutions with access to various media tools and assistance in their use.~~

~~(3.) To promote programs and support the use of various media as vehicles of artistic expression.~~

~~(4.) To establish, maintain and operate a system or systems for the distribution of various non-commercial media programs and materials, in the public interest.~~

~~(d.) To facilitate the use of access channel(s) as a public forum; which promotes a free exchange of ideas and information;~~

~~(e.) To promote and develop activities and programs for the optimal utilization of the cable communications system(s) for community purposes;~~

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- (f.) ~~To serve access viewers and users with programs reflecting the activities, concerns, and interests of the residents of the Manchester area in a manner that promotes a free exchange of ideas and information;~~
- (g.) ~~To create and maintain an environment which enables a diversity of peoples and viewpoints and ensures that no individual is discriminated against with regard to directorship, services, access to information or any activity because of race, national origin, sex, age, sexual preference, religion, disability, political affiliation, or economic status.~~
- (h.) ~~To make recommendations to users and to cable communication franchisee(s) in regard to access services and institutional network services;~~
- (i.) ~~To apply for and to receive contributions, grants, donations, and loans of all types from individuals, organizations, profit and nonprofit, public and private corporations, government agencies and others to support these purposes;~~
- (j.) ~~To determine and conduct or support any and all other lawful things in furtherance of the foregoing charitable and educational purposes, either, manifest or latent.~~

ARTICLE V. THE BOARD OF DIRECTORS

Section 5.01—General Powers of the Board of Directors

Subject to the provisions and limitations of New Hampshire non-profit corporation law and any other applicable laws and subject to any limitations of the Articles of Incorporation or the Bylaws, MCAM, Inc's activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

Section 5.02—Qualifications

All individual directors of the Board must be residents of the State of New Hampshire or work for a non-profit corporation that serves New Hampshire.

Section 5.03—Composition of the Board of Directors

- (a) A best effort shall be made to comprise a board that properly reflects the diversity of the city of Manchester, New Hampshire;
- (b) The Board of Directors shall consist of **five (5)** ~~not more than nineteen (19)~~ voting directors;
- (c) **The members of the Board of Directors shall be nominated by the Mayor but may not take office until appointment has been confirmed by a vote of eight (8) aldermen.** This director's term shall be for **three (3)** years and renewable upon the ~~Mayor's discretion~~ reappointment by the Board of Mayor and Aldermen;
- (d) In the event that the Mayor's appointee to the Board of Directors is removed or resigns, notice will be sent to the Mayor's Office within 30 days;
- (e) No more than **one member** of the sitting board shall be comprised of a MCAM producer;
- (f) The Chairman of the Board shall not be an active MCAM producer within the previous six months, ~~unless the Chairman is the Mayor's Appointment~~
- (g) The MCAM Executive Director will be an ex officio **non**-voting director of the Board

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Section 5.04—Terms of Board Directors

(a) A term of each Director shall end on the date of the **July 1**, but not before a successor is duly elected and qualified.

(b) ????

(c) ~~All future Directors will be nominated by the Nominating Committee and voted by the whole Board, with the exception of the Producer Representative;~~

~~Section 5.05—Nomination and Election of the Producer Representative to the Board~~

~~The nomination and election process for Producer Representative to the MCAM Board of Directors shall be conducted by the Executive Director (or someone appointed by the Board) under the process outlined in this section. Neither the nomination nor election ballot shall be conducted via e-mail or proxy.~~

~~(A) **Nomination Process:** The nomination process determines the election ballot. The nomination process is to be conducted by printed, secret ballot (approximate timeline is noted below MCAM staff will set and post the exact dates each year, with the intention of having an elected Representative chosen for the October meeting) and shall be conducted through the US Mail as follows:~~

- ~~1. Distribution of a *Nominating Form* will be mailed to all Producers in good standing 60 days prior to the annual meeting.~~
- ~~2. Producers will be asked to nominate one person (including themselves) and write a paragraph supporting or stating the views of the nominee as it pertains to their potential MCAM Directorship interests.~~
- ~~3. All nominees and statements will be tallied and recorded for inclusion on the *Official Ballot* and delivered by mail, postmarked or in hand to MCAM staff by 45 days prior to the election.~~
- ~~4. The Official Ballot shall be prepared and distributed via mail 30 days prior to the election~~

~~(B) **Election Process:** The election process is to be conducted by written, secret ballot and shall be conducted through the mail:~~

- ~~1. MCAM will distribute Official ballots with the candidate names and their statement to active Producers; each directorship tier shall be eligible for one (1) vote.~~
- ~~2. Producer will have twenty (20) days to mark and return their official ballot; an MCAM staff director must mark each ballot for authenticity before it will be received. All Official Ballots must be postmarked or delivered in hand to MCAM staff 10 days prior to the election.~~
- ~~3. Counting the ballots will be announced and supervised by the Executive Director and the Chairman of the MCAM Policy and Procedures Committee or a Board Director chosen by the Chairman.~~
- ~~4. The official ballot counting process and announcement will take place on or before the first week of October~~

~~(D) The nominee with the highest number of votes (simple majority) shall be the elected representative; in the event of tie, the sitting Board will choose from among the finalists. The winning nominee will be accepted at the next full Board meeting as a voting Director. The Producer Representative position is not eligible to serve as Chair of the Board.~~

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Section 5.06—Resignation

- (a) Any Director may resign effective upon giving written notice to the Chairperson or the Secretary, unless the notice specifies a later time for the resignation to become effective. Except on notice to the Attorney General, no Director may resign when MCAM, Inc would then be left without a duly elected Director in charge of its affairs.
- (b) Failure of a Director to participate in three (3) consecutive Board meetings may be deemed a voluntary resignation from office. At that time the Chairperson may request the Director's resignation. Exceptions may be granted by resolution of the Board.

Section 5.07—Events Causing Vacancies

- ~~(a) A vacancy or vacancies on the Board shall exist on the occurrence of the following:~~
- ~~(1) the death or resignation of any Director;~~
 - ~~(2) three quarter vote of the Board.~~

~~The removal of an Appointed or Designated Director by the directors must be approved by the Board.~~

Section 5.08—Filling Vacancies

Vacancies on the Board of elected or appointed Directors **shall be filled by the Board of Mayor and Aldermen.** ~~Vacancies of Designated Directors shall be filled by the entity that designated the departing Director.~~ The Directors so appointed shall serve the remaining term of the vacant seat.

Section 5.09—Regular Meetings

The Board of Directors shall schedule regular meetings for the transaction of MCAM, Inc business and shall schedule these meetings at least quarterly throughout the year. Regular meetings will be held at a time and place determined by resolution of the Board without other notice than such resolution. Schedules and notices of Board meetings will be made available to the public and prominently posted in the office of MCAM, Inc. The minutes of the previous meetings shall be prominently posted on the MCAM website.

Section 5.10—Annual Meeting

The Board will hold their Annual Meeting in October within thirty (30) days after the end of their fiscal year. Written notice of the time and place of special meetings shall be posted to the public at least two weeks prior.

Section 5.11—Organizational Meetings

Immediately after each annual meeting, the Board shall hold a regular meeting for purposes of organization, election of officers, appointment, and transaction of other business. Notice of this meeting is not required.

Section 5.12—Special Meetings

Special meetings of the Board may be called at any time by the Chairperson, Vice-chairperson, or any **three (3)** Directors of the Board. Written notice of the time and place of special meetings shall be mailed via first-class mail to each Director at least four (4) calendar days before such a meeting is held or two (2) days before the meeting if notice is

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given via telephone or in person. Special meetings of the Board may be held at a place designated by the Board or at the principal office. Schedules and notices of special meetings shall be posted two (2) days in advance of any special meetings. Attendance at any meeting by a Director shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the expressed purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.13—Quorum

A quorum shall be a majority of the current directors of the Board of Directors.

Section 5.14—Majority Vote

No action of the Board shall be valid unless approved by a majority of those Board Directors attending the meeting. There shall be no vote by proxy.

Section 5.15—Compensation

Directors shall receive no compensation for services as Directors, but may be reimbursed for any reasonable expenses, approved by the Board.

ARTICLE VI. THE ELECTION OF DIRECTORS

Section 6.01—Nomination of Board Directors

~~A Nominating Committee created by the Board of Directors shall propose a candidate for each opening for an elected director on the Board. The proposed slate of candidates shall be communicated to the full Board, and lay over until the next scheduled meeting.~~

Section 6.02—Nomination by Petition

~~Any individual director may be nominated by the public using the following procedure:~~

- ~~(a) The Board shall make notice to the public of the procedures, time frame, and deadline for filing a petition for nomination to the Board of Directors. Such notice shall indicate the numbers of Directors to be elected in each year.~~
- ~~(b) Any petition for nomination must be signed no more than four (4) months preceding the record date for the Annual Meeting and must be submitted to the Secretary by the date designated by the Board as the deadline for receiving nomination petitions.~~
- ~~(c) Petitions for nomination must contain a total of at least thirty (30) signatures of MCAM Producers or one hundred (100) signatures of verifiable Manchester residents.~~

ARTICLE VII. OFFICERS

Section 7.01—Qualifications of Elected and Appointed Officers

All elected, designated and appointed officers shall be in good standing and shall be 18 years of age or older.

Section 7.02—Designation of Officers

The officers of MCAM, Inc shall be a Chairperson, a Vice-chairperson, Secretary, and Treasurer.

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Section 7.03—Election of Officers

The officers of MCAM, Inc shall be chosen by a majority vote of the Board and shall serve at the pleasure of the Board.

Section 7.04—Resignation of Officers

Any officer may resign at any time by giving written notice to MCAM, Inc. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of MCAM, Inc under any contract which the officer has signed as an agent of MCAM, Inc.

Section 7.05—Removal of Officers

Any officer may be removed from office by ordinary resolution of the Board when, in their judgment, the purposes and/or best interests of MCAM, Inc shall be served thereby. Removal of an officer shall be without any prejudice to the rights, if any, of MCAM, Inc under any contract that the officer has signed as an agent of MCAM, Inc.

Section 7.06—Vacancies

Any vacancy among the officers shall be filled for the un-expired term by ordinary resolution of the Board.

Section 7.07—Terms of Office

The terms of office for the officers of MCAM, Inc shall commence with the organizational meeting of the Board following the Annual Meeting of the directors and shall conclude at the organization meeting of the Board following the next Annual Meeting.

Section 7.08—Chairperson

The Chairperson of the Board shall preside at meetings of the Board and shall exercise and perform such other duties and powers as the Board may assign from time to time..

Section 7.09—Executive Director

Subject to the control of the Board, the Executive Director shall be the general manager of MCAM, Inc and shall supervise, direct, and control MCAM, Inc's activities and affairs. The Executive Director shall have such other powers and duties as the Board or these Bylaws may prescribe.

Section 7.10—Vice-Chairperson

If the Chairperson is absent or disabled, the Vice-chairperson shall perform all duties of the Chairperson. When so acting, the Vice-chairperson shall have all powers of and be subject to all restrictions on the Chairperson.

Section 7.11—Secretary

(a) The Secretary shall keep or cause to be kept, at MCAM, Inc's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of Committees, and of public meetings. The minutes shall include

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the time and place that the meeting was held, whether the meeting was annual, regular, or special, and if special, how authorized, the notice given, the names of those present at the Board and committee meetings. The Secretary shall keep or cause to be kept, at the principal office, a copy of the Articles of Incorporation and Bylaws, as amended to date.

(b) The Secretary shall keep, or cause to be kept, at ~~MCAM, Inc.~~'s principal office or at a place determined by resolution of the Board, a record of the directors of ~~MCAM, Inc.~~, showing each director's name, address, class, and status of directorship.

(c) The Secretary shall give, or cause to be given, notice of all meetings of directors, of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall keep the corporate seal in safe custody and shall have other powers and perform such other duties as the Board or these Bylaws may prescribe.

Section 7.12—Treasurer

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of ~~MCAM, Inc.~~'s properties and transactions. The Treasurer shall give or cause to be given to the directors and Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

ARTICLE VIII. INDEMNIFICATION AND INSURANCE

Section 8.01—Indemnification of Officers

Any member of the Board of Directors and any officer of ~~MCAM, Inc.~~, as a condition of accepting said office, shall be indemnified by ~~MCAM, Inc.~~ against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceedings in which he or she is made a party by reason of having been or being a member of the Board of Directors or an officer of ~~MCAM, Inc.~~, except for breach of the duty of loyalty to the corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. Such right of indemnification is not to be deemed exclusive of any right to which he or she may be entitled under the laws of the State of New Hampshire, these Bylaws, agreements, vote of directors, or otherwise.

Section 8.02—Exemption of Property

The private property of the Board of Directors of ~~MCAM, Inc.~~ shall not be liable for corporate debts to any extent whatsoever.

Section 8.03—Insurance

~~MCAM, Inc.~~ shall have the right to purchase and maintain insurance on behalf of its officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising out of the officer's, Director's employee's, or agent's status as such.

~~ARTICLE IX. COMMITTEES OF THE BOARD~~

~~Section 9.01—Standing Committees~~

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The Board shall appoint three standing committees: an Executive Committee, a Finance Committee, and a Nominating Committee. Each Standing Committee shall consist of at least three (3) Board directors and shall be appointed from among the directors of the Board. No Board director shall serve on more than two (2) Standing Committees. The Executive Director shall be a non-voting member of each committee.

Section 9.02—Duties of the Executive Committee

The Executive Committee shall have the power to act as the Board of Directors in between Board meetings. Regardless of Board resolution, the Executive Committee shall not:

- (a) Take any final action on any matter that, under state non-profit corporation law, also requires approval of the directors or approval of a majority of all directors;
- (b) Fill vacancies on the Board or on any committee that has the authority of the Board;
- (c) Amend or repeal Bylaws or adopt new Bylaws;
- (d) Amend or repeal any resolution of the Board that, by its express terms, may not be amended or repealed;
- (e) Create any other committee of the Board or appoint the directors of committees of the Board;
- (f) Expend corporate funds to support a nominee for Director; or
- (g) Approve any contract or transaction to which MCAM, Inc is a party and in which one or more of its Directors has a material financial interest.

Section 9.03—Duties of the Finance Committee

The Finance Committee shall review the Annual Financial Statement, approve annual accounts review reports, and recommend to the Board the selection of and fees to be paid to an independent Certified Public Accountant for MCAM, Inc. It shall be the responsibility of the Finance Committee to report to the Board of Directors whether the MCAM, Inc is meeting its projected budget, on the scope and adequacy of the annual audits and related fees, to continually monitor and report to the Board of Directors on the effectiveness and adequacy of MCAM, Inc's internal accounting controls, and include in that report its findings as to whether or not any errors, omissions, criticisms, or recommendations contained in the management letter of the independent Certified Public Accountant, if one accompanies the annual audits, has been properly dealt with. The Finance Committee shall have such other duties as may be delegated to it by the Board from time to time.

Section 9.04—Duties of the Nominating Committee

The Nominating Committee shall carry out its duties in accordance with the procedures specified in these Bylaws, and shall carry out such other duties as may be required by the Board from time to time.

Section 9.05—Minutes of Standing Committees

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~~The minutes or a report of each Standing Committee shall be submitted to the Board no later than the Board's next regular meeting.~~

~~Section 9.06—Other Committees~~

~~The Board may establish other committees from time to time and these committees shall have such duties as may be conferred on them by the Board. Appointees must be derived from the general Directorship, directors in good standing of MCAM, Inc, and the Executive Director and any employee... Minutes and actions of all such Committees shall be submitted to the Board. Such committees may be, but are not limited to, Facility/Technology, Marketing & Development, Rules & Policies.~~

ARTICLE X. PERFORMANCE OF MCAM, Inc.

Section 10.01—Reporting Requirements

An annual report regarding its fiscal and operational activities shall be prepared and distributed.

Section 10.02—Accounts Review and Inspection Requirements

MCAM, Inc shall contract for an accounts review of its records with a Certified Public Accountant on an annual basis and its records shall be open to the directorship for inspection.

ARTICLE XI. MISCELLANEOUS

Section 11.01—Non-Discrimination

MCAM, Inc shall ensure that no individual is discriminated against with regard to directorship, services, access to information or any activity of MCAM, Inc because of race, national origin, sex, age, sexual preference, religion, disability, political affiliation, or economic status; including those who historically have been denied media access. This Section does not guarantee a right in any person or organization to have any program distributed over the channels governed by MCAM, Inc.

Section 11.02—Meetings of MCAM, Inc

All meetings of MCAM, Inc and the Board are open to the public except for those items that are determined by a majority of the Board to be confidential.

ARTICLE XII. CONFLICTS and DISSOLUTION

Section 12.01---Conflict of Interest

Any possible conflict of interest on the part of any director of the Board, officer or employee of the Corporation or directly related relative or spouse, shall be disclosed in writing to the Board and recorded in the minutes at the next board meeting. Where there is a transaction involving any of the above mentioned parties that exceeds five hundred dollars (\$500) but is less than five thousand dollars (\$5,000) in a fiscal year, a majority vote of the disinterested directors is required. Where the transaction involved exceeds five thousand dollars (\$5,000) in a fiscal year, then two-thirds vote of the disinterested

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directors and publication for public review is required. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the actual vote itself. Every new director of the Board will be advised of this policy upon entering the duties of his or her office, and shall sign a statement acknowledging, understanding of and agreement to the policy. The Board will comply with all requirements of New Hampshire law in this area and the New Hampshire requirements are incorporated into and made part of this policy statement.

Section 12.02—Corporate Dissolution

Upon the dissolution of this corporation, the governing body shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the governing board shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XIII. AMENDMENT OF BYLAWS

Section 13.01—Directorship Rights Limitation

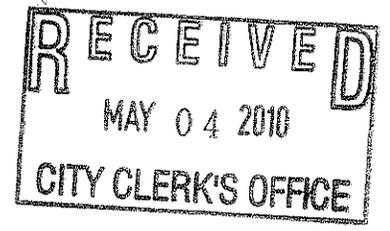
The Bylaws of MCAM, may be adopted, amended, or repealed only by two-thirds (2/3) vote of the Board of Directors. All proposed amendments to these Bylaws must be presented at a regular meeting and layover to the next regular meeting before voting upon.

Section 13.02—Directors Approval Required

Once directors have been admitted to MCAM, Inc, the Board may not, without the approval of the directors, specify or change any Bylaw provision that would:

- (a) Fix or change the authorized number of Directors.
- (b) Fix or change the minimum or maximum number of Directors.
- (c) Change from a fixed number to a variable number of Directors, or vice versa.
- (d) Increase or extend the terms of Directors.
- (e) Increase the quorum for directors meeting.
- (f) Repeal, restrict, create, expand, or otherwise change proxy rights.
- (g) Wind-up and dissolve MCAM, Inc.
- (h) Amend Section 8 of these By-Laws.

May 18, 2010 table d



CITY OF MANCHESTER
Theodore L. Gatsas
Mayor

May 4, 2010

Chairman Mike Lopez
Administration / Information Systems
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: MCAM Communication

Dear Chairman Lopez,

I respectfully request that the Committee on Administration and Information Systems officially accept the attached correspondence from Manchester Community Access Media (MCAM) regarding the termination of their contract.

I would also ask that your committee review the options for the merger of Manchester Community Television (MCTV) and MCAM beginning July 1, 2010 and bring forth a recommendation to the Board of Aldermen. This recommendation should fall within the budget guidelines set forth in the adopted fiscal year 2011 budget.

Regards,

Theodore L. Gatsas
Mayor

cc: Matthew Normand, City Clerk



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

TO: Board of Aldermen
FROM: Theodore L. Gatsas
Mayor
Date: March 11, 2010
RE: Communication from MCAM

See attached.



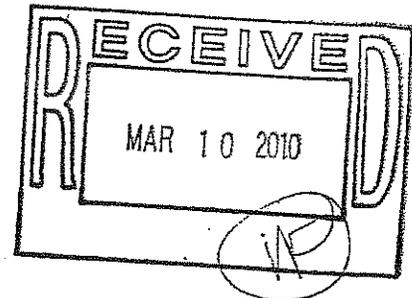
Manchester Community Access Media, Inc.



540 Commercial Street Manchester, New Hampshire 03101
Phone (603) 622-3023 Fax (603) 622-9323 www.MCAM.org

March 4, 2010

Mr. Thomas I. Arnold, III
Deputy City Solicitor
City of Manchester
One City Hall Plaza
Manchester, NH 03101



Re: Agreement between the City of Manchester and
Manchester Community Access Media, Inc.

Dear Mr. Arnold:

We are in receipt of your letter dated February 24, 2010 inquiring as to MCAM's willingness to agree to a mutual termination of the above captioned agreement dated April 2, 2009 pursuant to the request of the Board of Mayor and Alderman at its meeting held on February 16, 2010. A special meeting of the MCAM Board of Directors was duly called and held on March 3, 2010 for the purpose of responding to this letter.

We understand the City of Manchester's concern that the existing contract language is at odds with, and inconsistent with usual budgetary considerations, and agree to terminate our contract with the City of Manchester, with the understanding that any and all costs and penalties incurred by MCAM as a result of this termination will be borne by the City of Manchester, should they fail to be covered by the new PEG access arrangement envisioned by the Board of Mayor and Aldermen. MCAM is party to an employment contract with the station manager and long-term lease agreements for its premises and equipment which were entered into relying upon the existing contract agreement with the City of Manchester which is being terminated.

The Board of MCAM looks forward to working with the Board of Mayor and Aldermen to establish a long-term, mutually beneficial agreement which will accomplish the goals of providing public access television to the City of Manchester at reasonable and sustainable costs.

Sincerely,

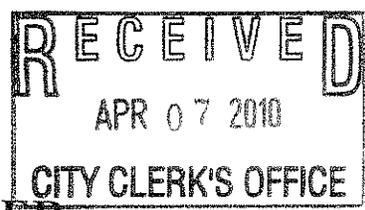
Manchester Community Access Media, Inc.


William J. Infantine, Chairman

4-3



May 18, 2010 tabled



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

TO: Board of Aldermen

FROM: Theodore L. Gatsas
Mayor *T.G.*

Date: April 7, 2010

RE: Communication from Manchester School District

See attached regarding the termination of the MCTV contract.

In Board of Mayor and Aldermen
 Date: 4/20/10
 On motion of Ald. Lopez
 Seconded by Ald. Shea
 Voted to accept and refer to the Committee on
 Administration/Information Systems.

Matthew J. Shea
 City Clerk



MANCHESTER SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT NO. 37
286 Commercial Street, Manchester, NH 03101
Telephone: 603.624.6300 • Fax: 603.624.6337

Karen G. Burkush
Assistant Superintendent

Thomas J. Brennan, Jr., Ed.D.
Superintendent of Schools

Karen DeFrancis
Business Administrator

April 7, 2010

Mayor Theodore Gatsas
Board of Mayor and Aldermen
City Hall
Manchester, NH 03101

Dear Mayor Gatsas and Aldermen:

At the Board of School Committee meeting held on March 31, 2010, the Board voted to amend the previously action regarding the termination of the MCTV contract. The amendment was to notify the Board of Mayor and Aldermen "that it mutually agrees to terminate the MCTV contract effective at 12:00 PM on June 30, 2010."

The amendment included the following language: "Further, that any unexpended funds provided to the City, including any and all unexpended public education and government access equipment and capital funding shall be transferred back to the City immediately upon the termination of the contract."

Please consider this document notice of the Board of School Committee action relative to the termination of the MCTV contract.

Respectfully,


Thomas J. Brennan, Jr., EdD.
Superintendent of Schools

Cc: Karen DeFrancis, Business Administrator