

**Agenda**  
**The Newberg Area Cable Commission**  
**7:00 p.m.**  
**Tuesday, October 20, 1998**  
**TCI Cablevision of Oregon, Inc. - Community Access Studio**  
**406 E. 1st St**  
**Newberg, OR 97132**

I) Report on Renewal of Franchise

II) Local Community Access

- Programming Update
- Staffing Update
- Political Programming

III) Community Access Channel

IV) Continued Business

- Letter to Politicians (attachment)
- Approval of August Meeting Minutes- (Need to vote)

V) New Business

- Program Contract (attachment)

VI) Schedule of Meetings

VII) Adjournment

**SCHEDULE OF UPCOMING MEETINGS:**

October 20, 1998 - TCI Cablevision of Oregon, Inc. Community Access Studio

November 17, 1998 - TCI Cablevision of Oregon, Inc. Community Access Studio

December 15, 1998 - TCI Cablevision of Oregon, Inc. Community Access Studio

**ACCOMMODATION OF PHYSICAL IMPAIRMENTS**

In order to accommodate persons with physical impairments, please notify the City Attorney's Office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact Dawn Wilson at (503) 537-1206

Dear [Political Candidate]:

As you're probably aware, Channel 9 is the local access channel for Yamhill County. This means citizens of the county may produce video programs for broadcast and this includes those individuals seeking political office. In the interest of fairness of an election period and under the rules of the Equal Time Provisions by the Federal Communications Commission, this letter is intended to give you information about the policies for producing and submitting programs for cablecast on Channel 9. This letter is being sent to every political candidate seeking office or is the incumbent of a position so that all candidates receive the same information in the same timely manner.

Enclosed in a copy of Channel 9's Statement of Compliance/Program Contract and Technical Requirements. Please read these carefully which provide you the guidelines for any political program you wish to produce and air on channel 9. Since you are a candidate for a political office, not only do the regular program guidelines apply to you but a provision for individuals seeking political office is included (see "H" under the Statement of Compliance/Program Contract).

The terms of the Statement of Compliance do not apply IF you are a GUEST of another person's program. In this case, the terms of the Statement of Compliance fall under the producer of such program. The contract provisions assume you have produced or hired an individual or organization to produce a program for you.

If you have any questions regarding this letter, the Statement of Compliance, and programming guidelines for Channel 9, please feel free to contact a staff member.

Thank you for your cooperation.

Sincerely,

Thomas Kim Coulter  
Director  
Channel 9, Newberg

## STATEMENT OF COMPLIANCE / PROGRAM CONTRACT

I, undersigned, in consideration of the use of a public access channel on the above referenced cable television system, hereby states and agrees that:

A. I am thoroughly familiar with the contents of the programming material.

B. Neither a lottery nor lottery material will be cablecast.

C. No obscene language or indecent material will be cablecast. This includes pornography, sexually explicit language, performing of sexual acts, nudity, and S&M. Depictions of extreme and graphic violence will not be cablecast. Depictions of medical surgeries on humans and/or animals may be "blocked" or blacked out.

D. Arrangements and clearances have been obtained from broadcast station, networks, music licensing organizations, performers' representatives and any other persons necessary to authorize transmission of program material on this cable system's public access channel. Copyrighted works may be used insofar as such broadcasting of the work(s) falls under the Fair Use of Copyright Works Laws and the indication of the use of this law shall be noted as a credit at the end of the program. This notation shall be the responsibility of the person(s) and/or organization submitting the program for cablecast.

E. I assume full responsibility for any disputes arising from unauthorized use of copyrighted material and agree to hold the cable system, its officers, employees, and subsidiaries harmless in any such disputes nor will I seek any legal fees and costs arising from such disputes from the cable system.

F. I understand that I may be criminally or civilly held liable for programming material that contains advertising, political campaign, a lottery or lottery information, or is obscene, liable, slanderous and false statements contained within the program, or otherwise unprotected by the Constitution of the United States.

F. If I have made any false or misleading statements in connection with obtain public access time on the cable television system pursuant to this Statement of Compliance, I may forfeit the right to use Channel 9, its facilities and equipment, and to submit programming material for cablecast.

G. I understand I may REQUEST playback times and dates but final play date and times are under the discretion of the staff at Channel 9.

H. If I'm a citizen seeking a political (local, national, region) office during an election year, political programming is allowed with the following conditions:

A. One (1) program per candidate per election.

B. Program length may be no more than half-hour (30 minutes) of which 50 percent of the total length must include new audio and video content.

C. Such program will be cablecast no more than five (5) times during the election. Requested play dates and times are permitted by the candidate but final decision is at the discretion of Channel 9.

D. The program must also fall within the specified guidelines contained herein.

I. I understand that the programming schedule is made at least a week ahead and cannot expect to have my program play immediately unless authorized by an emergency civil action or other announcement approved by the management of the cable system and/or staff of Channel 9.