From: Mitch Cohen, Vice Chair, Douglas Cable Advisory Committee

To: Douglas Cable Advisory Committee

CC: Douglas Board of Selectmen
Executive Administrator Michael Guzinski

Re: Cable policy sampler

Date: July 12, 2006

The Cable Advisory Committee has been formally tasked with defining policies. To begin this process I have merged the policy documents I have collected into one large "sampler" document. The entire file, in PDF format, is 448 pages. In an effort to save trees I will arrange for the printing of a single copy of this large volume to be stored in Town Hall, and will make the PDF file available to you and all other interested parties via the town web site. It will be placed in the Cable Programming section, or directly at http://www/douglasma.org/cable/.

All documents are current as of today, in that I gathered (or re-gathered) them today from the web sites today and some via email very recently.

Information contained in this document represents a significant range in information and approach. Included are formal policy manuals, informal web pages, forms for airing programming, mission statements, etc. Also included are organizational bylaws for those communities who operate their Public Access programming through a 501c3 non-profit. While the bylaws as a whole are not applicable to us, some items within may be of benefit.

Information in this document has been gathered from the Public Access stations of Athol-Orange, Beverly, Billerica, Cape Cod, Carver, East Bridgewater, Falmouth, Framingham, Franklin, Hadley, Holliston, Newton, Plymouth, Shrewsbury, Westborough, and Wilmington. They are presented in this order within the PDF file.

If you wish to focus on specific station's documents, I suggest starting with Shrewsbury, Newton, Plymouth, and Cape Cod – all stations of which are very highly regarded. I've had the pleasure of meeting all of these stations directors.

If you wish to review the web sites of these or any other Public Access station, an excellent starting point is http://www.bevcam.org/peg/. You may also wish to visit http://www.alliancecm.org/ and http://www.massaccess.org/, two organizations of which we are members and that I've become involved in personally.

Before our next meeting we should all take a cursory review of these documents so we can begin to plan our own policy structure and development approach.

Please let me know if you have any questions.

AOTV CLASS REGISTRATION **4** CLICK HERE **3** PRINTER FRIENDLY FORM

Online Community Bulletin Board Form

CLICK HERE to email a bulletin board submission

Please include:

Organization Name
Address and Phone
Contact Person, Title and Phone

On Air Information:
Name of Organization and Event
Date(s) and Time(s)
Place
Ticket Price(s) if any
Any other information (50 char max)

At the end of the email please state (you can copy/paste the following):

I have read and understand the policies relating to the use of the AOTV community bulletin board and agree to abide by them.

Terms and Conditions

All announcements will stop airing on the day of or following the event. Updateable announcements will be updated on or before the change date (i.e. weekly church service sermons). Generic messages with no dates will stop airing at the end of the month in which the are received. All continuing messages must be resubmitted monthly. All organizations and individuals are limited to one bulletin board page per month. AOTV reserves the right to edit messages to facilitate programming. Excessive text becomes illegible on screen and will not be entered. Local organizations and events are given priority over non-local ones. The bulletin board is programmed by community volunteers. If you see a mistake in your message call AOTV immediately.

I agree to supply AOTV with all requested information in order to have my message aired on AOTV access Channels. I agree to identify and hold harmless AOTV and it's officers, directors and staff from any liability or legal fees and expenses incurred as a result of cablecasting this message and accompanying visual material.

BEVCAM PROGRAMMING CONTRACT (Complete both sides and sign)

DATE: _____ PROGRAM #_____

This is a legally binding contract. All suppliers of programming requesting time on BEVCAM channels must provide complete and accurate information requested in this contract. BEVCAM reserves the right to remove any programming from our schedule should it be found that this Programming Contract has been falsified in any manner. Persons requesting time on BEVCAM channels must agree to abide by all BEVCAM Operating Policies and Procedures. Violation of BEVCAM Policies may lead to suspension of member privileges.

Please print in ink

PRODUCER INFORMATION

NAME _____
last first

ADDRESS _____

CITY,ST,ZIP _____

PHONE [1] _____
day night

IMPORTED PROGRAMS

ORGANIZATION NAME _____

CONTACT NAME _____

ADDRESS _____

CITY,ST,ZIP _____

PHONE [1] _____

[1] *Producers / submitters are required to provide a telephone number where comments/messages may be received regarding their program. Please direct calls to my day phone ☐ night phone ☐ other#* _____

TITLE _____

SINGLE ☐ SERIES ☐ #

RUN TIME ☐☐☐☐☐☐
Hrs Mins Secs

FORMA

May we dub clips from this program for publicity or other
Permission granted to make copies requested by viewer
(BEVCAM will charge a dubbing fee and cost of tape for

SCHEDULING

BEVCAM will schedule all noncommercial, constit
ming at least one time. Repeats may be requested
antee that all requests will be accomodated. Local
will always have priority over imported programmi
as having material potentially unsuitable for childre
between ten o'clock PM and six o'clock AM.

Request #1 Date ☐☐☐☐☐☐ Time ☐☐

Request #2 Date ☐☐☐☐☐☐ Time ☐☐

PROGRAM ORIGIN

☐ LOCAL - produced using BEVCAM fa
☐ LOCAL - produced using other facilitie
☐ IMPORTED - not produced locally or b

*To be considered " LOCAL" a resident of the city o
ducer and have editorial control over content of pr
Beverly.*

PROGRAM TYPE

☐ Informational	☐ psa / promo	☐ Visu
☐ children	☐ multicultural	☐ Pub
☐ comedy	☐ opinion	☐ relig
☐ event	☐ performing arts	☐ spo

Other _____

CONTENT GUIDLINES

This section must be completed before your program will be scheduled. In accordance with our charter, checking YES to any of these conditions requires BEVCAM to review this program to determine the appropriate time to schedule this program.

1. Obscene programming is not allowed on the BEVCAM channel(s). Further, local and state laws prohibit the display of "erotic materials." Does the program you are submitting contain any obscene or erotic material per the definitions below? YES ☐ NO ☐

The United States Supreme Court (1974, Miller v. California, 413 US15,24) defines obscenity as: A work, which taken as a whole (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way and (3) lacks serious literary, artistic, political or scientific value. To be considered obscene all three criteria must be met. Prurient is defined as: Marked by arousing, or appealing to unusual sexual desire. Patently is described as: Readily visible or intelligible, obvious.

Erotic material may be defined as: Motion pictures, photographs, pictures, printed material and other such objects depicting human sexual intercourse; direct physical stimulation of uncovered genitals; flagellation or torture in the context of sexual relationships; or an emphasized depiction of bare adult genitals; provided, however, that this definition applies only to those works which, applying the average standards of the community, taken as a whole appeal to the prurient interest of persons and which lack serious literary, artistic, political or scientific value.

2 Programming that is indecent, as defined by the Federal Communications Commission will be scheduled between 10:00 P.M. and the following 6:00 A.M. Does the programming you are submitting contain any indecent material per the definition below? YES ☐ NO ☐

Indecency is described as: Descriptions or depiction of sexual or excretory functions that are patently offensive under contemporary standards applicable to the broadcast medium.

3. Some material, such as adult situations, profane language, nudity, excessive violence, or graphic depiction of surgical procedures may be unsuitable for viewing by children. Does the program you are submitting include any such material YES ☐ NO ☐

If you checked YES to any of the foregoing questions, please accurately describe here, any and all material in your program that is either obscene, erotic or unsuitable for viewing by children (as described above).

PROGRAM DESCRIPTION

Please include addresses or phone numbers which appear i

_____

_____

_____

_____

_____

_____

PROGRAMMING LIABILITY AND INDEMNIFICATION AGR

Residents of the city of Beverly may submit programs to be b
ed programs must be submitted by a nonprofit organization t
BEVCAM reserves the right to reschedule or remove any pro
to be in violation of BEVCAM policies or the provisions of this
appeal decisions pursuant to BEVCAM policies.

I, the undersigned, warrant and represent to BEVCAM that th
me for scheduling as described on this Programming Contra
-Any advertising or material that promotes any prod
material which violates any law including but not limited to ob
invasion of privacy, violation of trademark or copyright.

I understand that by signing this contract, I am assuming full
legally accountable for the content of this programming and a
prosecution for program content that violates any local, state
and agree to abide by all BEVCAM policies regardng the use
facilities. I agree to indemnify and hold harmless BEVCAM, t
all governments having cable franchise or service agreement
their respective staffs and governing boards, from any liability
reasonable attorney's fees and court costs, caused by any cl
of the cablecast of the programming submitted by me. I have
for any copyrighted material used in the program. I have the
gram as the producer or as the authorized agent of the spons

_____

Producer/Submitter signature

_____

Parent/Guardian Signature for Producer under18 years of ag

BEVERLY CABLE AND TELECOMMUNICATIONS CORPORATION
(BEVCAM)
Program Participation Talent Release

I, _____, hereby authorize
(print talent name)

_____, to record and use my name,
(print name of Program Producer)

likeness, voice and performance in the public access program currently entitled _____

_____.

I further authorize the above-named producer to use said program for any number of cablecasts on BEVCAM's public access channel(s). I understand this program may be edited at the discretion of the above-named producer. I understand that this tape will be used for noncommercial purposes only and that the above-named producer is not able to require payment from me.

I also authorize the use of my name, likeness, biographical data and performance (in part or whole) for promotional purposes by BEVCAM.

I agree to hold the producer and/or BEVCAM harmless from any liability arising out of my performance in the program.

I warrant and affirm that I am at least eighteen years of age or have the below-signed consent of a parent or legal guardian to be included in the above-named program.

_____ _____
Participant Signature Print Name

_____ _____
Parent or Legal Guardian Signature
(for participants who are minors) Print Name

_____
Date

Billerica Access Television, Inc.

430 Boston Road, Billerica, MA 01821 (978) 663-2284

Billerica Access Television, Inc.
Policy Statement
of
Responsibilities
for Individual Board Members

Billerica Access Television, Inc. board members shall commit themselves to:

General Expectations

* Know BATV's mission, purposes, goals, policies, programs, services, strengths, and needs.

* Suggest as possible members individuals and organizations who can make significant contributions to the work and progress of BATV.

* Serve in leadership positions or undertake special assignments willingly and enthusiastically when asked.

* Avoid prejudiced judgments on the basis of information received from individuals and urge those with grievances to follow established policies and procedures. (All matters of potential significance should be called to the attention of the Executive Director and President as appropriate.)

* Follow trends in Access Television locally, regionally and nationally.

* Bring a sense of humor to the board's deliberations.

Meetings

* Prepare for and participate in board and committee meetings, including appropriate BATV activities.

* Ask timely and substantive questions at board and committee meetings consistent with their conscience and convictions, while supporting the majority decision on issues decided by the board.

* Maintain confidentiality of the board's executive sessions, and speak for the board or BATV only when authorized to do so.

* Suggest agenda items periodically for board and committee meetings to ensure that significantly policy-related matters are addressed.

Relationship with Staff

* Counsel the Executive Director as appropriate to offer support in his or her often difficult relationships with groups or individuals.

* Avoid asking for special favors of the staff.

* Avoid becoming involved in day-to-day management decisions.

* Acknowledge that the board governs while the staff manages.

Avoiding Conflicts

* Serve BATV as a whole rather than any special interest group or constituency.

* Avoid even the appearance of a conflict of interest

* Maintain independence and objectivity and do what a sense of fairness, ethics and personal integrity dictate even though not necessarily obliged to do so by law, regulation or custom.

* Never accept (or offer) favors or gifts from (or to) anyone who does business with BATV.

Fiduciary Responsibilities

* Exercise prudence with the board in the control and transfer of funds.

* Faithfully read and understand the organization's financial statements and otherwise help the board fulfill its fiduciary responsibility

BY-LAWS
OF
BILLERICA ACCESS TELEVISION, INC.

As Approved at the
Board of Directors Meeting
January 14, 1998
and Draft of Change approved at the
Board Meeting of 03/12/97
plus the “found” Article #6
THIS IS THE WORKING COPY!!!

Received approval from
John Coyne, BATV Secretary
@10:35a.m. on January 15, 1998
to enter the changes approved at the 03/12/97 Board Meeting
and the “lost” Article 6!
January 15, 1998
Revised annual meeting date 12/19/01
Typo changes approved at the 6/12/02 Board Meeting (pages 1 – 11)
Final typos and format adjusted and approved at the 12/11/02 Board Meeting

BY-LAWS
OF
BILLERICA ACCESS TELEVISION, INC.

ARTICLE I. NAME

The name of this corporation shall be BILLERICA ACCESS TELEVISION, INC. (hereinafter in these By-Laws referred to as the "Corporation"), unless and until changed by amendment of the Articles of Organization.

ARTICLE II. PURPOSE

The purpose of the Corporation shall be as set forth in the Articles of Organization and these By-Laws, including, but not limited to, producing community programming for the residents and organizations of Billerica, allocating channel space and time to Billerica residents to cablecast programming and providing training to Billerica residents and organizations in the use of access facilities and equipment. The purposes shall be exclusively charitable, scientific and educational within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1954, as amended from time to time.

ARTICLE III. MEMBERSHIP

Section 1. THE MEMBERS

Membership in the corporation will be open to individuals and representatives of organizations who live and/or work in the Town of Billerica.

Revised: 10/11/95

Section 2. VOTING RIGHTS

At every regular or special meeting of the members, each member authorized to vote shall be entitled to one (1) vote on each matter submitted to vote of the members.

Revised 10/11/95

ARTICLE IV. BOARD OF DIRECTORS

Section 1. POWERS AND DUTIES

The Board of Directors shall have general power to control and manage the affairs and property of the corporation, and shall have full power, by majority vote, to adopt rules and regulations governing the action of the Board of Directors and shall have full authority with respect to the distribution and payment of moneys received by the Corporation from time to time; provided, however, that the fundamental and basic purposes of the Corporation, as expressed in the Articles of Organization, shall not thereby be amended or changed, and provided further, that the Board of Directors shall not permit any part of the net earning or capital of the Corporation to inure to the benefit of any private individual.

Section 2. NUMBER AND ELECTION OR APPOINTMENT TO OFFICE

The number of Directors shall not be less than eleven (11) and not greater than fifteen (15). A maximum of eleven members of the Board of Directors shall be elected by the membership. A maximum of four (4) Directors shall be appointed as stated herein. One Director each shall be appointed by each of the following: The Billerica Town Administrator, The Billerica Public School Superintendent, The Shawsheen Public School Superintendent, and the Billerica Plan Executive Director.

Revised: 01/22/96

Within the limits prescribed by these By-Laws, the number of Directors shall be such as may be fixed from time to time. A Director need not be a member of the Corporation prior to his or her election or appointment to the Board of Directors.

Questions concerning eligibility shall be determined by the Board of Directors holding office prior to the election or appointment concerned. Each Director shall continue in office until the expiration of the term for which he or she is elected or appointed, or until his or her successor shall have been elected or appointed and qualified, or until his or her death, resignation or removal.

Revised: 03/08/89

Section 3. TERM OF OFFICE

The initial Directors shall be persons named in the Articles of Organization as appointed by the Board of Selectmen of the Town of Billerica. The first full Board of Directors shall serve for a three (3) year term. Thereafter, at the annual meeting, four (4) Directors shall be elected for a three (3) year term and every third (3rd) election three (3) Directors shall be elected for a three (3) year term.

Revised: 03/08/89

The initial Appointed Directors, (per section 2 above) shall be appointed as of the 1996 annual meeting. The initial appointed (1996) director's terms shall expire according to the following schedule:

The Billerica Town Appointee:	3/16/97
The Billerica Public School Appointee:	3/15/98
The Shawsheen Public School Appointee:	3/15/98
The Billerica Plan Executive Director Appointee:	3/14/99

Thereafter, beginning with the 1997 annual meeting, appointed directors shall be appointed for one (1) three (3)-year term according to the following appointment schedule.

Appointing Entity:	Appointment Year
The Billerica Town Administrator:	1997, 2000, 2003
The Billerica Public School Superintendent:	1996, 2001, 2004
The Shawsheen Public School Superintendent:	1998, 2001, 2004
The Billerica Plan Executive Director:	1998, 2002, 2005

Directors appointed as of 1997 and thereafter may be appointed again following a one (1) year absence from the Board of Directors.

Revised 3/12/97

Section 4. <u>RESIGNATION OR REMOVAL</u>

A Director may resign by delivering his or her written resignation to the Corporation at its principal office or to any Corporation Officer. Such resignation shall be effective upon its acceptance by the Board of Directors.

Any Director who fails to attend three (3) consecutive meetings of the Board of Directors without sufficient excuse may be removed from the Board of Directors by a majority vote of those present and voting at a regular or special meeting of the Board of Directors. Any Director proposed to be removed shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting prior to such vote for removal taking place.

Section 5. <u>VACANCIES</u>

Any vacancy in the Board of Directors arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors if the vacancy occurs within the first six (6) months of the annual election by offering the seat to the next consecutive candidates in the order in which they finished on the ballot at the previous election.

Section 6. DISQUALIFICATION

No member of the Corporation's Staff shall serve as a member of the Board of Directors. No immediate family/relative of the Corporation's Staff shall serve as a member of the Board of Directors, nor shall any immediate family/relative of a member of the Board of Directors be an employee of the Corporation. No employee nor immediate family/relative of any employee of the Billerica cable licensee, or its parent or affiliates, may serve as a member of the Board of Directors, nor shall any Director or immediate family/relative become an employee of the cable licensee, its parent or its affiliates.

Section 7. COMPENSATION

Directors as such shall receive no compensation for their services, provided that by resolution of the Board of Directors, expenses of attendance at each Annual or Special Meeting of the Board, if any, may be reimbursed. A Director shall not be precluded from serving the Corporation in any other capacity, other than as a staff member, provided that a full disclosure of the nature of such service and the compensation therefore, if any, is filed with the Secretary of the Corporation. If appropriate, a formal agreement with said Director shall be approved by the Board of Directors, prior to the service being provided, however, so that no conflict of interest is inherent in such service. Said Director shall be precluded from voting on such formal agreement, or any issue coming before the Board that relates to such service.

ARTICLE V. MEETINGS OF THE BOARD OF DIRECTORS

Section 1. REGULAR MEETINGS

Regular meetings of the Board of Directors for the transaction of such business as may be done in accordance with law, the Articles of Organization of the Corporation and these By-Laws shall be held at such times as the Board of Directors may fix from time to time.

Section 2. SPECIAL MEETINGS

Special Meetings of the Directors may be called by the President, or by six (6) or more of the Directors and shall be held at such time and for such purposes as may be specified in the call for said meeting.

Section 3. NOTICE OF MEETINGS

Except as hereinafter required, no notice of the time, place or purposes of regular meetings of the Directors shall be necessary. Written notice of the first regular meeting of Directors following any change in the time, place and purpose of the

meeting shall be given to each Director at least five (5) days prior to the day fixed for such meeting. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken. Notice of regular meetings of the Directors, when required, shall be given by the Secretary. Notice of special meetings may be given by the person or persons calling the meeting or shall be given by the Secretary at the request by such person or persons.

Section 4. QUORUM

A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Directors; provided, however, that if all of the Directors shall severally or collectively consent in writing to any action to be taken by the Corporation, such action shall be as valid corporate action as though it had been authorized at a meeting of the Directors.

ARTICLE VI. MEETINGS OF MEMBERS

Section 1. Annual Meeting

An annual meeting of the membership shall be held on the third Thursday of March in each year at 7:00 p.m. at the principal office of the Corporation in Billerica, or at such other place in said Town as the Board of Directors shall from time to time designate. At such time, the members shall elect Directors and may transact such business as may be done in accordance with law, the Articles of Organization of the Corporation and these by-laws.

Revised: 12/19/01

Section 2. Special Meetings

A special meeting of the Corporation may be called at any time by the President of the Corporation, the Board of Directors, or by receipt of the Secretary of the Corporation of a written request of ten (10) members. Special meetings shall be convened not less than ten (10) days nor more than forty-five (45) days after being called.

Section 3. Place for Meetings

All meetings of the Corporation shall be held at the principal office of the Corporation in Billerica, or at such other place as the Board of Directors may fix from time to time, or in the event of a special meeting, at such place as the Secretary of the Corporation may designate.

Section 4. Notice of Meetings

Notice of regular and special meetings of the members shall be given at least ten (10) days prior to the scheduled date of the meeting. In lieu of any written notice of a regular or special meeting of members required to be given by law, notice of such meeting may be given by causing notice of such meeting to be officially published in a local newspaper of general circulation.

Section 5. Presiding Officers

The President of the Corporation shall preside at all regular or special meetings of the members, and the Secretary of the Corporation shall record the minutes of all such meetings.

Section 6. Quorum

A duly called regular or special meeting of the members shall not be organized for the transaction of business unless a quorum is present, but the members present at a duly organized meeting can continue to do business until adjournment, not withstanding the withdrawal of enough members to leave less than a quorum, and the acts of such a meeting shall be the acts of the members. A quorum shall consist of the presence, in person, of six (6) or more members of the Corporation.

ARTICLE VII. OFFICERS

Section 1. OFFICERS

The Officers of the Corporation shall include a President, a Secretary and a Treasurer, and also may include one or more Vice-Presidents and an Assistant Secretary. All Officers shall be elected by the Board of Directors from the Board of Directors. No person shall hold more than one office at any one time. Each Officer of the Corporation shall be elected annually and shall hold office until the next Annual Meeting of the Corporation, or special meeting held in place thereof, and thereafter until his or her successor is chosen and qualified.

Section 2. DUTIES OF PRESIDENT

The President shall be the Chief Executive Officer of the Corporation. The President shall make a report on the affairs of the Corporation at each meeting of the Members and Directors and shall see that all orders and resolutions of the Members and Directors are carried into effect; subject, however, to the right of Members or the Directors to delegate to any other person any specific delegable duties. The President shall execute, in the name of the Corporation, all deeds, bonds, mortgages, membership certificates, written contracts and other

documents, and, wherever necessary or proper, shall affix thereto the Corporate Seal. The President shall nominate the Chairpersons of all committees. The President shall be an ex-officio member of all committees and shall perform other duties as are usually incident to his or her office or may be required by the Directors.

Section 3. DUTIES OF VICE PRESIDENT(S)

The Vice President shall fulfill the duties of the President in the event of the absence or incapacity of the President, and shall have such other powers and shall perform such other duties as are set forth in these By-laws, as now or hereafter amended, and as the Board of Directors may designate from time to time. In the event of the absence or incapacity of the Vice President, any other Vice President shall fulfill the aforesaid duties of the President.

Section 4. DUTIES OF THE SECRETARY AND ASSISTANT SECRETARY

The Secretary shall issue notices of Director and Membership Meetings as hereinbefore set forth, shall attend and keep the minutes of the same in suitable Minute Books, shall attest the signing and sealing by the President of all instruments requiring the Corporate Seal and the signing of all other instruments when so required by the President, these By-Laws, or by law, shall do such other things as may be required by law, and shall perform such other duties as are usually incident to his or her office or as may be required by the Directors. There shall be one Assistant Secretary. In the event there is no Secretary or he or she is absent, the Assistant Secretary shall perform the duties of Secretary.

Section 5. DUTIES OF THE TREASURER

The Treasurer of the Corporation shall be the Chief Financial Officer and shall have custody and control of all funds and valuables of the Corporation. The Treasurer shall receive the funds of the Corporation and shall make disbursements therefrom and shall keep regular books of account showing receipts and disbursement, and shall submit monthly financial statements and an annual audited statement of all such receipts and disbursements to the Board of Directors for their examination and approval. The Treasurer shall deposit in the name of the Corporation all monies and valuables of the Corporation with the depository or depositories designated by the Board of Directors. The Treasurer shall also perform such other duties as are incident to his or her office or as may be required by the Directors.

Section 6. RESIGNATION OR REMOVAL

Any Officer may resign by delivering his or her written resignation to the Corporation at its principal office or to any other officer. Such resignation shall be effective upon its acceptance by the Board of Directors. The Board of

Directors may remove from office any officer by a two-thirds (2/3) vote, whenever, in their judgment, the best interests of the Corporation will be served thereby.

Section 7. VACANCIES

A vacancy in any duly constituted office may be filled by majority vote of the Board of Directors whenever it occurs.

Section 8. COMPENSATION

Officers shall receive no compensation for their services as officers of the Corporation as such; provided, however, that any officer may, if authorized by the Board of Directors, be reimbursed for necessary expenses.

ARTICLE VIII. COMMITTEES

Section 1. STANDING COMMITTEES

a) FINANCE COMMITTEE

b) PERSONNEL COMMITTEE

Revised: 01/09/91
Revised: 01/14/98

Section 2. APPOINTMENT AND FUNCTIONS OF STANDING COMMITTEES

The President shall appoint the chairpersons of all Standing Committees, subject to the approval of the Board of Directors. The chairperson of each Standing Committee shall be a member of the Board of Directors.

Section 3. FINANCE COMMITTEE

The Finance Committee shall develop and recommend to the Board of Directors the annual budget and work plan; shall regularly monitor the Corporation's expenses and income; and shall recommend budget adjustments to the Board of Directors as needed. The Finance Committee shall review the annual financial statements; approve annual audit reports; and recommend to the Board of Directors the selection of, and fees to be paid to, the independent Certified Public Accountant for the Corporation. It shall be the responsibility of the Finance Committee to report to the Board of Directors whether the Corporation is meeting its projected budget; on the scope and adequacy of the Annual Audit and related fees; to continually monitor and report to the Board of Directors on the effectiveness and adequacy of the Corporation's internal accounting controls,

and to 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 audit, have been properly dealt with.

Section 4. PERSONNEL COMMITTEE

The Personnel Committee shall formulate job descriptions for the Corporation's personnel, and amend such descriptions from time to time. The Personnel Committee shall also review and evaluate personnel practices, salary ranges, benefits and other related personnel matters.

Section 5. OTHER COMMITTEES

The President may appoint, with the approval of the Board of Directors, other Special or Ad Hoc Committees as required. The President shall define the objectives of said committees, and said committees shall be discharged upon acceptance of their final reports.

Revised: 01/14/98

ARTICLE IX. EXECUTIVE DIRECTOR AND STAFF

The Board of Directors may authorize such staff positions as may be necessary in the conduct of the business of the Corporation, including an Executive Director. The Executive Director shall have the authority and responsibility to manage and operate the Corporation's affairs in accordance with the general policies and directions specified by the Board of Directors, shall supervise the daily operations of the other employees and shall have additional authority and duties, as the Board of Directors may from time to time prescribe. All such policies, directions and duties shall be communicated to the Executive Director by the President of the Corporation. The Executive Director shall report to and be directly responsible to the President of the Corporation.

The Executive Director shall be entitled to compensation for his or her services. The Board of Directors shall negotiate a contract with the Executive Director specifying salary, initial term of service, renewal and other provisions as appropriate. The Executive Director shall not be deemed a member of the Board of Directors, nor shall he or she be deemed to be an officer of the Corporation.

Revised: 02/21/94

ARTICLE X. INDEMNIFICATION

The Corporation shall, to the extent legally permissible, indemnify each of its Directors and Officers against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director or Officer, except with respect to any matter as to which he or she shall have been adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation; provided, however, that as to any matter disposed of by a compromise payment by which such Director or Officer pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as being in the best interest of the Corporation after notice that it involves such indemnification; a) by a disinterested majority of the Directors then in office; or b) by a majority of the disinterested Directors then in office after the Corporation has received an opinion in writing of independent legal counsel to the effect that such Director or Officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Corporation. Expenses, including counsel fees reasonably incurred by any such Director or Officer in connection with the defense or disposition of any such actions, suit or other proceeding, may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Corporation if he or she shall be adjudicated not to be entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of, or affect, any other rights to indemnification to which corporate personnel may be entitled by contract or otherwise under the law.

ARTICLE XI. LIQUIDATION OR DISSOLUTION

In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no Director, Officer or Member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be distributed by the Board of Directors to such organization or organizations which are organized and operated exclusively for charitable purposes and which shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Laws: provided, however, that no part of the net earnings of such organization or organizations shall inure to the benefit of any shareholders, member or individual, and no substantial part of the activities of such

organization or organizations shall consist of carrying on propaganda or otherwise attempting to influence legislation, and such organization or organizations shall participate or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE XII. MISCELLANEOUS

Section 1. SEAL

The Seal of the Corporation shall consist of a flat-faced circular die with the name of the Corporation, its state of incorporation and the year of its organization cut or engraved thereon.

Section 2. NOTICE

Whenever written notice is required to be given to any person, if any be given to such person either personally or by sending a copy thereof by First Class mail, postage prepaid, or by telegram, charges prepaid, to his or her address appearing on the books of the Corporation, or in the case of Directors or Members of another body, supplied by him or her to the Corporation for the purpose of notice.

Section 3. FISCAL YEAR

The Fiscal Year of the Corporation shall be the twelve months ending December 31st of any given year, except as from time to time otherwise determined by the Board of Directors.

Section 4. NOTES, CHECKS, ETC.

The check signing authority will be as follows: Any expense up to $2500 requires one authorized signature; any expense between $2501 and $5000 requires two (2) authorized signatures; and any expense over $5001 requires three (3) authorized signatures.

Those having check signing authority shall be the President, Vice President, Treasurer and Secretary except as from time to time otherwise determined by the Board of Directors.

Revised: 09/12/88
Revised: 01/14/98

Section 5. CONDUCT OF MEETINGS

Robert's Rules of Order (Revised) shall govern the conduct of all meetings of the members of the Corporation and the Board of Directors and its various committees, except where the same shall be in conflict with law or these By-Laws.

ARTICLE XIII. AMENDMENTS

By-Laws may be altered, amended or repealed at any regular, special or annual meeting, in the following manner:

Section 1. Any member in good standing may submit an amendment to these By-Laws to the Board of Directors. Said proposed amendment shall be submitted in writing to the Secretary of the Board.

Section 2. Within sixty (60) days of receipt of said proposed amendment the Board of Directors shall have an open hearing on the proposed amendment. Provided, that a copy of the proposed amendment and a notice of the hearing shall be posted and maintained for at least fourteen (14) days before the date of said hearing in the office of Billerica Access Television, Inc. Said notice shall also be displayed on BATV message board.

Section 3. Upon conclusion of said hearing, the Board of Directors shall take an open vote on said proposed amendment. A two-thirds (2/3) vote of the members of the Board present is necessary to amend, alter or repeal any part or all of these By-Laws.

Section 4. The Membership may call for a re-consideration of the Board of Director's vote by submitting a petition of twenty-five (25) signatures, of members in good standing, to the Secretary of the Board. A meeting for said purpose shall be called within thirty (30) days of receipt of said petition.

Section 5. The vote of the Board of Directors may be overriden by a vote of two-thirds (2/3) percent of Members in good standing present at any regular, special or annual meeting called for the purpose of said override. Provided that all members be notified by mail of said override vote, that notice of said override vote shall be posted and maintained in the office of Billerica Access Television, Inc., and on the BATV message board for not less than fourteen (14) days prior to said meeting.

ARTICLE XIV. ELECTIONS

Section 1. The President, with the approval of the Board of Directors, not later than its January meeting, shall appoint an Election Committee of three (3) Members whose term shall expire at the next Annual Meeting.

(Refer to Article VIII)
Revised: 01/14/98

Section 2. Independent nominations may be made by any member in good standing. Such independent nominations shall be filed in writing with the Secretary not later than twenty (20) days before the election. The Secretary shall send a report of such independent nominations to the Board of Directors not later than ten (10) days before the Annual Meeting.

Revised: 01/14/98

Section 3. There shall be no nominations made from the floor of the meeting except where there are not sufficient candidates nominated by the Election Committee and/or by independent nomination to fill the number of vacancies.

Revised: 01/14/98

Section 4. Re-organization of the Board shall take place upon completion of the election of Board Members. Nominations to the Officers of the Board shall come from within the Board of Directors and be voted by the Board of Directors at that time.

Revised: 01/14/98

Section 5. <u>UNEXPIRED TERMS</u>

All Board of Director members shall be elected by the eligible voting membership in some fashion, therefore, the following guidelines shall apply:

Subsection A: If someone vacates, for whatever reason, a seat on the Board of Directors creating an unexpired term within the first six (6) months of the annual election, the Board of Directors will offer the position to the next consecutive candidates in the order in which they finished on the ballot at the previous election.

Subsection B. If this vacancy occurs after the six (6) month period, the seat will remain open until the upcoming annual election. No appointments will be made.

Revised: 01/14/98

Billerica Access Television, Inc.

Policies & Regulations

Approved at 10/11/95 Board of Directors Meeting
Revisions approved at 1/8/97 Board of Directors Meeting
Revisions approved at 6/13/2001 Board of Directors Meeting

Billerica Access Television, Inc.
Policies & Regulations

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I. Introduction

Welcome to Billerica Access Television, Inc. (BATV). BATV is a non-profit, non-commercial access television facility whose purpose is exclusively charitable, scientific and educational within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended from time to time.

This Manual contains BATV's policies and regulations, established to ensure fair and equal access to productin resources, training, and time on the access channels (Public (8), Educational (10), and Governmental (22). The facilities are provided exclusively for the production and presentation of non-commercial television programming of interest and / or benefit to the residents of Billerica. The BATV Community Bulletin Board is available to publicize non-commercial activities and events.

Residents, employees, and organizations affiliated within the town of Billerica are encouraged to use these resources.

II. Mission Statement

The mission of Billerica Access Television, a non-profit Corporation, is to enable people who live or work in Billerica to have the opportunity for open, extensive communication through BATV.

To achieve this mission, BATV provides equipment, training, and support to encourage members and organizations of the community to participate in and enjoy the benefits of access television.

III. BATV, Inc. Membership

Requirements / Fee Schedule

Membership is available to any individual who lives, works, or is affiliated with an organization based in Billerica. To become a member of BATV, an individual, family, or organization / business must:

1. Provide proof of:
    a) Billerica residency, or
    b) b) affiliation with an organization or business based within Billerica; and
2. Pay the current membership fee. There are three types of membership: individual, family, and organization / business.
    a) Individual memberships require a $10.00 per year fee.
    b) Family memberships require a $20.00 per year fee to grant members of the same household membership status.
    c) Organization / business memberships require a $30.00 fee and $10.00 per member per year.
    d) In lieu of membership fee, an individual may volunteer 8 hours of service as approved by the Executive Director; and

3. Sign a contract (see form B: Agreement with Policies & Regulations) to follow the BATV Policies & Regulations contained herein. If under 18 years of age, a

   parent or legal guardian must also sign the contract.

Privileges:

All BATV members shall have voting rights at the Annual Meeting, and may:

1. Submit non-commercial programming for cablecast (see Section V, Programming).
2. Become certified to operate various equipment and facilities at BATV (see Section IV, Requirements).
3. Receive BATV publications.
4. Be elected to serve on the BATV Board of Directors.
5. Be appointed to serve on BATV Committees.
6. Take an active role in access television.

IV. Equipment / Facilities

Requirements:

To use BATV equipment and / or facilities, a member must:

1. Provide proof of current membership.
2. Be certified to operate the specific equipment (see Section IV, Training / Certification).
3. Use the equipment / facilities exclusively for the creation of non-commercial programming for cablecast on the access channels.
4. Sign the appropriate Check-Out / In form (see form D) or sign-in sheet for each usage, taking full responsibility for the care of the equipment being used, and the actions of crew and / or guests.

Training / Certification

BATV will provide training for member equipment certification on an on-going basis. Once certified in an area of production, members may reserve and use those respective BATV resources that apply (see Section IV, Availability / Usage).

Sign-up for courses and workshops is on a first-come, first-served basis. To register for a BATV course / workshop, an advance deposit may be required. The deposit will be refunded upon successful completion of the course / workshop.

Training is offered to familiarize members with production concepts and resources available at BATV, and to ensure proper technique and care are used when handling BATV equipment. Individual instruction may be set up by appointment with staff. Members with previous video production skills may, at the discretion of BATV staff, bypass certain BATV training and become certified.

Availability / Usage

1. Reservations:

All reservations are dependent upon staff's approval of a Program Proposal (see form C), to be submitted by the program's producer. No producer may have in progress more than three productions at any one time unless authorized by BATV staff.

Equipment / Facilities will be available to all certified members on a first-come, first-served basis. Reservations should be made at least 24 hours in advance, with the exception of the portable studio package, which requires a minimum 4-week notice. All other requests will be honored only at the discretion of BATV staff.

Reservations of equipment and / or facilities should be made with the BATV staff by the certified member who will be using it and will be responsible for it. BATV staff reserves the right to limit the amount of equipment and / or time which any one individual or group may reserve. Unauthorized or improper handling of BATV equipment may result in a violation.

Members must give a 24-hour notice when canceling any reserved use of BATV equipment or facilities. If a certified member is more than 30 minutes late without notification and approval, the reservation may be canceled.

2. Equipment Check-Out / In:

Equipment must be picked up at and returned to BATV by the certified member who reserved it unless alternative arrangements have been approved in advance by BATV staff. The member's identification card must be presented upon request. Staff will fill out the Equipment Check-Out / In form, which the certified member signs. If the BATV member is under 18 years of age, a parent or legal guardian must also sign the Check-Out / In form.

Time for check-out / in of equipment is to be scheduled with BATV staff. Please observe BATV's posted hours and scheduled time for check-out and check-in of equipment.

BATV will make every reasonable effort to ensure equipment is in working order, but can make no guarantee as to the operating quality of equipment. It is suggested that the certified member set up and test the equipment before leaving the facility.

Use of BATV equipment outside the town of Billerica requires prior staff approval.

Equipment must be returned by the time indicated on the Check-Out / In form. When returning equipment, the certified member is responsible for having the equipment officially checked in by BATV staff. At this time, any damage to equipment or operating irregularities must be reported on an Equipment Repair form (see form E).

3. Facility / Studio Use:

Each use of BATV facilities (i.e. studio, edit bays, etc.) must be logged by the certified equipment user or the producer in charge on the respective sign-in sheet.

Crew position assignments are the responsibility of the producer. BATV staff may assist producers in assembling crews from among trained and qualified members. It is ultimately the responsibility of the BATV producer to ensure the eligibility of all crew used. BATV staff is not available to serve as crew on member productions.

Producers are responsible for the actions of guests, assistants, crew, children, etc. in the facilities. It is highly recommended that producers require all talent appearing in their program to complete a Performance / Visual Arts Release (see form F), to keep for their records.

BATV office equipment and supplies may not be used for props. Upon staff approval, members may store props on the premises, at their own risk.

Members must clean up after themselves. Members must begin striking their set 1/2 hour before closing time. No animals, except for trained guide / seeing eye / hearing ear, are allowed in the facility without the approval of BATV staff. Eating and drinking is allowed in designated areas only. Smoking is not allowed in the premises occupied by BATV.

4. Videotape / Copies

BATV does provide videotape stock for the production of programming for BATV. Tapes that are signed out to members must be returned like any other piece of equipment. There is no guarantee as to the quality of the tape stock. Any lost or damaged tape must be replaced or BATV must be reimbursed.

Any producer who wishes to have a copy of the master tape of his / her program may make one copy with BATV equipment at any time that does not interfere with production. BATV will provide one VHS tape to the producer for this purpose. Anyone who wants a copy of a program is encouraged to tape it off cable. Requests to BATV staff to repeat a program for this purpose will be honored whenever possible. Otherwise, when possible, staff will make a copy on a BATV VHS tape for a $15.00 donation to the Corporation.

V. Programming

Community Bulletin Board

The Community Bulletin Board (CBB) is a service maintained by BATV for publicizing non-commercial, non-partisan notices, activities, and events of interest and / or benefit to residents of Billerica. Community Bulletin Board Request forms are available to individuals and organizations through BATV (see form A).

Channel Time

Programs may be requested to be cablecast on the access channels. All programs submitted for cablecast shall be accompanied by a completed Request for Cablecast form (see form G: Request for Cablecast), full disclosure of contents, and an opportunity to screen.

Any presenter / producer wishing to have a program cablecast must submit a completed Request for Cablecast form at least two weeks in advance (five if the program is to be a live remote shoot). Series program presenters / producers must submit a new Request for Cablecast form every thirteen weeks and programming on a regular basis to continue cablecasting the series. Failure to submit a completed Request for Cablecast form and / or present / produce the requested programming on a regular basis may result in loss of channel time.

The following considerations will determine the scheduling of channel time:

- Where the program is / was produced.
- Timeliness of program.
- Regularity of program / series.
- Repeat, live or first run program.
- Date of receipt of Request for Cablecast form.
- Availability of channel time.

Channel time is scheduled by BATV staff. BATV will try to accommodate all reasonable requests. It is the responsibility of the presenter / producer to alert staff of any questionable content in the requested program, particularly if it may not be appropriate for younger viewers. BATV reserves the right to require an appropriate disclaimer on any program.

Preparation Requirements

Before cablecast, all videotapes must be clearly labeled on the tape case and cassette with the following:

1. Producer and / or presenter's name.
2. Title of program(s).
3. Tape number (if BATV tape).
4. Exact running time (hours, minutes, seconds).

The beginning of all programs to be cablecast should, when applicable, begin with ten (10) seconds of black only.

The end of all programs to be cablecast should, when applicable, have the following:

1. Appropriate credits.
2. Producer and / or presenter's name.
3. "Produced with facilities provided by Billerica Access Television, Inc.".
4. 30 seconds of black.

Technical Requirements

1. All programs must be submitted on high quality VHS or SVHS videotape.
2. All tapes must be recorded in Standard Play Mode (SP).
3. Video and audio quality of all programs to be cablecast must be consistent and of sufficient level to permit adequate reproduction by transmission equipment.

BATV staff reserves the right to withhold the cablecast of any program which does not meet preparation or technical requirements.

All videotapes scheduled for cablecast must be received by BATV at least 48 hours before the time of cablecast.

Prohibitions and Clearances

Users of BATV and program producers are fully responsible for the content of their program material. The following material is forbidden for presentation on the Public, Educational, and Governmental Access Channels:

1. Any obscene and / or other programming prohibited by applicable law(s).
2. Any lottery information.
3. Any material designed to promote the sale of commercial products or services.
4. Any invasion of privacy.
5. Any violation of trademark, copyright, or publicity rights prohibited by applicable law(s).
6. Any illegal or otherwise prohibited activity.

Users are responsible for obtaining, in writing, release forms, minor permission forms, all necessary approvals, clearances, licenses, etc. for the use of any program material which the user submits for cablecast. These may include, but are not limited to: broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast program material.

A responsible adult shall verify, in writing, that authorization has been obtained concerning use of any equipment by a minor; and / or appearance of any minor; and / or that all necessary approvals / licenses have been obtained, for a program to be cablecast. Such adults shall be responsible for liability resulting from the use of equipment by, or any appearance of, a minor.

Ownership

The copyright for program content produced using BATV equipment is retained by the producer. BATV retains the master tape of all programs produced using BATV equipment and retains the right of unlimited cablecasts.

No individual may receive any financial benefit / remuneration from programs produced using BATV equipment in accordance with BATV's 501 (c)(3) non-profit status, unless through an awarded grant (see Section VII, Underwriting and Grants).

Sponsorship Credits

Commercial advertising is prohibited from the access channels. Acknowledgment of underwriting by businesses, organizations, or grantors providing monetary or other assistance to the making of a program may be included in the program credits, but is limited to name only. No addresses or telephone numbers may appear except for not-for-profit (non-profit) organizations.

Political Programming

BATV makes available its production and cablecasting facilities as an open forum and encourages political discussion of issues and candidates.

1. Political programming:
    a) Debate programs are non-partisan: All candidates are invited and all referendum viewpoints may be expressed.
    b) Advocacy programs are partisan: All candidates may or may not be invited and all referendum viewpoints may or may not be expressed.
    c) Election coverage.
2. A BATV member must follow the BATV Policies & Regulations to use BATV facilities to present / produce political programming.
3. All programs submitted for cablecast shall be accompanied by a completed Request for Cablecast form (see form G: Request for Cablecast).
4. Political programming will cease 48 hours prior to election day and will not resume until the polls have officially closed. It is the responsibility of the presenter / producer to alert staff of any political program content relevant to the upcoming election.
5. The Community Bulletin Board may not be used for political advocacy.

VI. Violations

In order for the BATV Policies & Regulations to be effective and to keep operations running smoothly, the following penalty system has been instituted. There are two types of violations which may result in restrictions on a member. The BATV Executive Director and / or staff is authorized to issue violations. Violations may be issued verbally or in writing.

Minor Violations

Minor violations may result in a verbal or written warning, or membership suspension up to 90 days. These may include, but are not limited to:

1. Failure to cancel a reservation in accordance with BATV's Policies & Regulations.
2. Late pick up or return of equipment without notification and approval.
3. Failure to clean up after using facilities.
4. Eating, drinking, or smoking in non-designated areas.
5. Handling off-limit equipment or being in off-limit areas.
6. Failure to comply with BATV's Policies & Regulations.

Major Violations

Major violations may result in a minimum 90-day suspension of membership. These may include, but are not limited to:

1. Abusive language and / or actions.
2. Commercial, profit-making, or personal use of BATV facilities and / or equipment.
3. Theft or abuse of equipment, including attempted repair, rewiring, etc.
4. Falsifying forms.
5. Misrepresentation to others of member's status or affiliation with BATV.
6. Use of BATV equipment without staff permission.
7. Being under the influence of drugs (including alcohol) or bringing such substances into BATV facilities.
8. Bringing weapons on the premises occupied by BATV.
9. Failure to comply with BATV's Policies & Regulations.

The staff of BATV exclusively reserves the right to enforce the BATV Policies & Regulations. The BATV Board of Directors and staff both reserve the right to permanently revoke the right of membership of any individual, family, or organization / business whose behavior violates the Policies and Regulations of BATV.

Grievance Procedure

Members are encouraged to resolve difficulties on the staff level. If a difficulty can not be resolved at the staff level, a member may request an appeal. To file a formal complaint, the following steps are required:

1. The access user is required to submit any grievance, typewritten, to the BATV Executive Director within seven working days from the date of the incident. **If the Executive Director is an affected party, the grievance request will be submitted immediately to a Grievance Committee and bypass step two.
2. The BATV Executive Director will review the grievance and render a decision in a timely fashion.
3. Should the decision of the BATV Executive Director not satisfy the access user, the user may file a written request for review by a Grievance Committee. The decision made by the Grievance Committee shall be final.

A Grievance Committee will be made up of one BATV staff member (not involved with the incident), one BATV board member (not involved with the incident), two BATV access users (not involved with the incident), and the President of the BATV Board of Directors. The staff member, board member, and two access users shall be chosen by the BATV President. If the BATV President is involved with the incident, the following order of

command will be followed:

1. BATV Vice-President.

2. BATV Secretary.
3. BATV Treasurer.
4. Most senior BATV board member in alphabetical order.

VII. Underwriting and Grants

Access users are encouraged to apply for and receive underwriting or grants to aid in the development and production of programs. Donations can be in the form of goods, services, and contributions. When monetary consideration is received, the producer is encouraged, but not required, to make a donation to BATV unless it violates the terms of the grant. Staff must be informed, in advance, about any such underwriting. To give proper credit for underwriting and grants, see Section V, Sponsorship Credits.

VIII. Responsibility

Users of the access channels shall indemnify BATV, its Board of Directors, and its employees, against any and all liabilities arising out of use of facilities and/or resources, or out of breach of the BATV Agreement with Policies and Regulations (see form B).

Billerica Access Television, Inc.

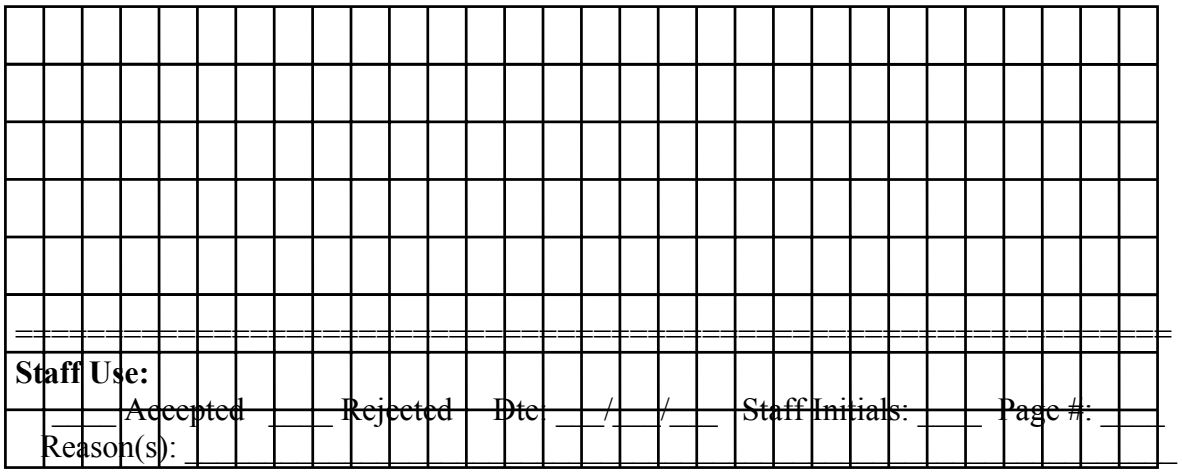
Community Bulletin Board (CBB) Request

- Enter the information as it is to be displayed on the CBB. Each block represents a letter, numeral, space, or punctuation mark.
- CBB Requests will be considered on a first-come, first-served basis.
- Space permitting, out-of-town CBB Requests will be displayed on the CBB.
- The CBB may not be used for political advocacy or commercial advertising.
- BATV reserves the right to edit CBB Requests for space and / or content.
- Some CBB Requests may require name, physical address, and / or telephone number to appear on CBB, as determined by staff.
- Organizations may be required to submit letterhead with CBB Request.

NAME: _____ PHONE #: _____
ADDRESS: _____
MAILING ADDRESS: _____
ORGANIZATION (if applicable): _____
AUTHORIZED OFFICER (if applicable):_____
DATE TO BEGIN CABLECAST: ___/___/___ DATE TO END: ___/___/___

SIGNATURE: _____ DATE: ___/___/___

Please return to: Community Bulletin Board or FAX to: (978) 667-4969
Billerica Access Television, Inc.
430 Boston Road
Billerica, MA 01821



A

Agreement With Policies & Regulations

I have read, am familiar with, and agree to abide by the Policies & Regulations of Billerica Access Television, Inc.

1. I understand that the following material is forbidden for presentation on the Public, Educational, and Governmental Access Channels:
    a. Any obscene and / or other programming prohibited by applicable law(s).
    b. Any lottery information.
    c. Any material designed to promote the sale of commercial products or services.
    d. Any invasion of privacy.
    e. Any violation of trademark, copyright, or publicity rights prohibited by applicable law(s).
    f. Any illegal or otherwise prohibited activity.
2. I will be thoroughly familiar with the nature of all program material that I submit for cablecast and take full responsibility for its content.
3. I understand that the material I tape will be used for programming on the Public, Educational, or Governmental Access Channels.
4. I agree to obtain in writing all necessary clearances and permissions from any and all organizations, individuals, and groups as may be needed to tape and / or cablecast material on the Public, Educational, and Governmental Access Channels.
5. I understand I am responsible and agree to indemnify and hold harmless Comcast, BATV, Inc., its Directors and employees, and their successors, from any liability, loss, claim, cost, or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes and / or violates any rights of any person(s) or organization(s).

Name: _____ Signature: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ I.D. Number: _____

Date: ___/___/___ Organization (if applicable): _____

If a member is under 18 years of age, name and signature of parent / guardian:

Parent / Guardian: _____ Signature: _____

B

Program Proposal

Name: _____ I.D.#: _____ Date: ___/___/___

Phone # (H): (____)-____-_____ (W): (____)-____-_____

Organization (if applicable): _____

Program Title: _____

1. Will the program be: a) __a single program __a series b) __live __videotape only
2. Program format: __talk show __lecture/demo __public meeting __sports __music __theatre __edited documentary __political __other (explain) _____
3. Describe program content: (topics, name/number of guests, etc.): _____ _____
4. Location of the shoot: _____
5. Date(s) and time(s) of shoot: _____
6. What is the anticipated length of program: _____ Date for completion: ___/___/___
7. Will program require editing? __yes __no. If yes, anticipated time needed to edit (each episode, if series): _____
8. Please list crew: _____ _____
9. Please list equipment needs: _____ _____
10. Will the program contain offensive language, nudity, sexually explicit, or excessively violent material? __yes __no

As producer of the program named above, I accept full responsibility for program content. I have read, understand, and agree to abide by the BATV, Inc. Policies and Regulations. I agree to indemnify and hold harmless Comcast, BATV, Inc., its Board of Directors, employees, and members from any liability, legal fees, or expenses whatsoever incurred as a result of cablecasting this program.

I agree to provide BATV, Inc. Staff, if requested, prior to the cablecast of the program named above, with copies of any releases, licenses, or other permissions required to legally cablecast the program on the BATV, Inc. access channels.

I give BATV, Inc. the right to duplicate this program, for distribution if requested to do so, without any copyright liability whatsoever. I also give BATV, Inc. permission to use this program, or parts of, for promotional purposes.

Producer Signature: _____ Date: ___/___/___

If producer is under 18, name of parent / guardian: _____

Parent / Guardian's Signature: _____

==========

Staff Use:

___ Accepted ___ Rejected Date: __/__/__ Staff Initials: _____ Reason(s):

_____

C

Equipment Check - Out / In

Name: _____ Date: __/__/__ Staff Initial: ____

Phone # (H): (___)-___-____ (W): (___)-___-____ Location of shoot: _____

Address: _____

City, State, Zip: _____

Program Title: _____

Check-Out: __/__/__,____ am/pm-Staff:___ **Check-In:** __/__/__,____ am pm-Staff:___

==========

Video:

Camcorder(s) w /AC adaptor & battery clip #: _____ Batteries: _____

Tripod(s): _____ Monitors(s) #: _____ Monitor Batteries: _____

Audio:

Microphones: Omni: _____ Lavalier: _____ Shotgun #: _____ Headphones: _____

Audio Mixer #: _____ Microphone Stand(s): Desk: _____ Floor: _____

Cables:

XLR to Mini: _____ XLR to XLR: _____ XLR to 1/4": _____ RCA to RCA: _____

RF Cable: _____ BNC to BNC: _____ BNC to RCA: _____

Adaptors: _____

Accessories:

Video Tape: _____ Extension Cord(s): _____ Power Strip(s): _____

Light Kit #: _____ MX-30 Multi-Camera Package: _____

Other: _____

_____

_____

I, the undersigned, certify that the above equipment is in good working order. I understand that I am fully liable for loss of or damage to equipment borrowed. I have read and understand BATV, Inc.'s Policies & Regulations and I agree to abide by them.

Member's Signature: _____ Date: _____

If under 18 years of age, parent/guardian must sign to accept full responsibility of member.

Parent / Guardian's Signature: _____

Please observe BATV's posted hours and scheduled time for check-out and check-in of equipment.

D

Equipment Repair

Name: _____ Phone #: _____ Date: ___/___/___

Date problem occurred: ___/___/___ Production: _____

Equipment that malfunctioned: _____

Where was equipment being used: _____

Describe how equipment was being used (i.e. connections to other equipment):

_____

_____

_____

Briefly state problem: _____

_____

_____

If recording when problem occurred, state BATV, Inc. videotape number: _____

_____

Staff use only

Notes: _____

_____

_____

Repaired by: _____ Date of repair: _____

Staff signature: _____

E

Performance / Visual Arts Release

I hereby consent to permit Billerica Access Television, Inc. (BATV, Inc.) to transmit or to record on film, tape, or otherwise, my voice and / or picture, name, likeness or performance / visual art / musical composition for single or multiple performances, and to permit said BATV, Inc. to supply recordings thereof to other Broadcasting / Cablecasting Organizations and to consent to further broadcast, cablecast, or other use thereof without limit. This consent also extends to the use of my name and / or likeness, any portion of my

performance / visual art / musical composition, and biographical information about me in publicizing or promoting such cablecasts or other uses of my artwork in one or more television program(s) cablecast by Billerica Access Television, Inc.

Name: _____ Phone #: (____)-_____

Address: _____

_____

Signature: _____ Date: ___/___/___

If talent is under 18 years of age, parent or guardian must sign to indicate their approval / knowledge of actions.

Parent / Guardian: _____

Address: _____

_____

Parent / Guardian's Signature: _____ Date: ___/___/___

Telephone Number: (____)-_____

F

Request for Cablecast

I _____,

_____ member of BATV, Inc.

(check one only) _____ member of _____, a Billerica-based organization

_____ employee or resident in the town of Billerica

request to have the following program(s) cablecast on Billerica Access Television, Inc.'s access channel(s).

Name of Program / Series: _____

Producer of Program / Series: _____

Description of Program / Series: _____

Total length of each program: _____ If series, number of programs: _____

Frequency (circle one only): Single show, Weekly, Bi-Weekly, Monthly, Other _____

Preferred day and time for cablecast (see Section V, Channel Time):

_____

I give permission to BATV, Inc. to display my name at the beginning and / or end of the program as its presenter. I give BATV, Inc. the right to duplicate this program, for distribution if requested to do so, without any copyright liability whatsoever. It is my responsibility to make sure the videotape(s) arrives at BATV, Inc. no later than 48 hours before the time of cablecast.

As presenter / producer of this program(s), I state that the program(s) contains no advertising, obscene material, lottery information, or libelous / slanderous material. I agree that I am solely responsible for the content of this program(s) and do not hold BATV, Inc., its Board of Directors, employees, or members responsible for its content in any way. I have received all necessary permits, copyright waivers, and / or releases in order to legally cablecast the program.

I agree that the scheduling of this program(s) is at the discretion of BATV, Inc.

Signature of presenter / producer: _____

Address: _____ Phone #: (___)-____-_____

_____ Date: ___/___/___

If under 18 years of age, parent / guardian must sign to accept full responsibility of presenter.

Parent / Guardian: _____ Date: ___/___/___

Address: _____ Phone #: (____)-____-_____

_____

Parent / Guardian's Signature: _____

Staff Use: Date and time of actual cablecast: ___/___/___,_____ am/pm, channel: ____

tape #: _____

G

Minor Release

For members under 18 years of age to use equipment / facilities.

I hereby give permission for my child to attend Billerica Access Television, Inc.'s (BATV, Inc.) courses and workshops. Upon successful completion of each course, I give

my permission for my child, (name) _____, to use BATV, Inc.'s access equipment and facilities to produce programming to be cablecast on the access channels.

I hereby assume complete responsibility for the actions of said child while using BATV, Inc.'s programming equipment and facilities. I accept full responsibility, and will fully reimburse BATV, Inc. for damage to any such equipment or facilities while in the possession of and / or in use by my child. Negligent handling of such equipment and / or facilities will result in the forfeiture of the right of my child to use BATV, Inc.'s equipment and / or facilities in the future.

Please Print:

Child's Name: _____

Parent / Guardian: _____

Address: _____

_____

Phone #: (____)-____-_____

Parent / Guardian's Signature: _____

Date: ___/___/___

AGENDA
CAPE COD COMMUNITY TELEVISION
BOARD MEETING

Thursday, March 16, 2006
5:30 P.M.

Action 1	Call to Order
Action 2	Approval of Minutes
Action 3	Treasurer's Report
Action 4	Committee Reports
Action 5	Director's Report/Staff Report
Action 6	Old Business
Action 7	New Business
Action 8	Public Comment
Action 9	Adjournment

Board of Directors Meeting
Cape Cod Community Television
White's Path
South Yarmouth

Minutes of Meeting
January 17, 2006

Directors Present: Sandy Field, Jeff Peden, Joseph Piccirilli, Richard Sawyer, Max Kumin, Jill Mason, Jerry McMahon, Al Melcher, Ian Mott, Michael Rogers, Raymond Russ, Paul Sullivan, John VanIderstine

Directors Absent: Dr. Philip Lieb

Staff Present: Terry Duenas, Executive Director

Call to Order: 5:30 pm, Sandy Field, President

Motion: Amend November minutes to reflect Joseph Piccirilli as absent
(Sawyer)
Approval of Minutes: Motion to accept minutes from November 2005 meeting as Amended.
(Sawyer), (12 Ayes, 1 Abstain)

Treasurer Report: Motion to accept Treasurer Report as Amended
(Van Iderstine), (Unanimous)

Committee Reports:

Personnel

Motion to accept the Executive Directors Merit (2%) and Salary (7%) increase.
(Sullivan), (Unanimous)

Motion to accept a 4% Cost of Living Adjustment (COLA).
(Sullivan), (Unanimous)

Finance

Motion to accept Paul Harney as a member of the Finance Committee
(Sawyer), (Unanimous)

Motion to accept the Capital Budget as submitted
(Sawyer), (Unanimous)

Motion to accept the Operations Budget as revised
(Sawyer), (Unanimous)

Motion to rescind Paul Harney motion as a member of the Finance Committee (See Secretary's Notes)
(Mason), Unanimous

Motion to transfer $400,000.00 from various accounts to a laddered managed account from Strategic Financial Partners
(Sawyer), (12 ayes, 1 abstention)

New Business

Motion to send a letter of gratitude to Chuck Lockhart for his service and contribution to the Media Center
(Mason), (Unanimous)

Motion to Extend Meeting @ 7:05 P.M.
(Piccirilli), (Unanimous)

Motion to Adjourn @ 7:20 P.M.
(Lieb) (Unanimous)

Joseph Piccirilli, Secretary to the Board

SECRETARY'S NOTES

Please refer to specific reports for Strategic Planning, Finance and Personnel for further information.

Jerry McMahon was introduced as the new representative from the Town of Yarmouth replacing Chuck Lockhart.

A discussion surrounded the motion to accept Paul Harney as a member of the financial committee. The concern was an ethical one given the fact that Paul is an employee of Strategic Financial Partners. Terry Duenas, Executive Director, was asked to seek advice of counsel or the ethics commission. Terry will report his findings at the March board meeting. In the meantime a rescind motion was made by Jill Mason.

Jerry McMahon noted that the maximum matching funds that are available from Comcast was not received. It was further noted that this shortfall should be referred to the Development committee for further action.

Al Melcher and Paul Sullivan excused themselves at 7:05 PM and it was verified by the Secretary that a quorum remained.

Richard Sawyer during the discussion of the Annual Budget recommended that the Budget process begin earlier in the year in the November time frame.

Cape Cod Community Television

Balance Sheet

03/14/2006

As of February 28, 2006

	Feb 28, 06
ASSETS	
Current Assets	
Checking/Savings	
Bank Accounts	
CCC New England Securities	400,000.00
CCC Equipment Fund - 800009760	74,714.74
CCC High Yield 2004 - 800017870	470,142.78
CCC High Yield 2005 800020930	1,012.18
CCC High Yield Capital800011450	92,738.00
CCC Kid Vid Acct.- 800015220	1,471.62
CCC Operating - 8002236470	12,156.50
CCC Scholarship Fund - 80000975	643.06
CCC Telecomm Fund - 800009740	618.04
Total Bank Accounts	1,053,496.92
Petty Cash	184.46
Total Checking/Savings	1,053,681.38
Total Current Assets	1,053,681.38
TOTAL ASSETS	**1,053,681.38**

Mar 06

Profit & Loss Budget Performance

January through February 2006

11:35 AM
03/14/2006
Accrual Basis

	Jan - Feb 06	Budget	Jan - Feb 06	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
3003-Operating	77,036.66	77,036.66	77,036.66	77,036.66	488,837.04
Earned and Investment	7,605.28	5,991.62	7,605.28	5,991.62	35,949.72
Total Income	84,641.94	83,028.28	84,641.94	83,028.28	524,786.76
Expense					
Administrative Staff	15,890.66	18,613.48	15,890.66	18,613.48	111,680.88
Operations Staff	18,537.99	22,653.50	18,537.99	22,653.50	135,921.00
Personnel Expense	7,424.67	12,766.32	7,424.67	12,766.32	76,597.92
Operational Expense	12,196.94	13,208.02	12,196.94	13,208.02	79,248.12
Administration Expense	896.06	5,677.98	896.06	5,677.98	34,067.88
Promotional Expenses	2,883.35	7,916.60	2,883.35	7,916.60	47,499.60
Production Expenses	13,467.15	5,958.32	13,467.15	5,958.32	35,749.92
Legal & Accounting Expense	58.32	1,516.68	58.32	1,516.68	9,100.08
Total Expense	71,355.14	88,310.90	71,355.14	88,310.90	529,865.40
Net Ordinary Income	13,286.80	-5,282.62	13,286.80	-5,282.62	-5,078.64
Net Income	**13,286.80**	**-5,282.62**	**13,286.80**	**-5,282.62**	**-5,078.64**

Cape Cod Community Television

Profit & Loss Budget Performance

January through February 2006

11:41 AM
03/14/2006
Accrual Basis

	Jan - Feb 06	Budget	Jan - Feb 06	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Total 3003-Operating	77,036.66	77,036.66	77,036.66	77,036.66	488,837.00
Earned and Investment					
3980-Production Services	0.00	333.34	0.00	333.34	2,000.04
3100-Membership	1,625.00	1,416.66	1,625.00	1,416.66	8,499.96
3300-Advanced Workshops	0.00	166.66	0.00	166.66	999.96
3700-AnnualAppeal Contributions	710.00	1,000.00	710.00	1,000.00	6,000.00
3710-Tape/ Media Sales	630.00	833.34	630.00	833.34	5,000.04
3730-Promotional Merchandise	0.00	166.66	0.00	166.66	999.96
3740-Dubs	370.00	666.66	370.00	666.66	3,999.96
3745-Shipping and Handling	20.00	16.66	20.00	16.66	99.96
3800-Investment Income	0.00	1,166.66	0.00	1,166.66	6,999.96
3910-Gallery Commission	0.00	41.66	0.00	41.66	249.96
3920-Vending Machine Income	77.30	100.00	77.30	100.00	600.00
3970-Training Supplies	20.00	41.66	20.00	41.66	249.96
3990-Other Income	4,152.98	41.66	4,152.98	41.66	249.96
Total Earned and Investment	7,605.28	5,991.62	7,605.28	5,991.62	35,949.72
Total Income	84,641.94	83,028.28	84,641.94	83,028.28	524,786.72
Expense					
Administrative Staff					
4010-Executive Director	9,779.77	10,113.00	9,779.77	10,113.00	60,678.00
4125-Bookkeeper	929.50	1,126.66	929.50	1,126.66	6,759.96
4450-Reception	1,241.32	2,295.66	1,241.32	2,295.66	13,773.96
4455 Office Manager	3,272.63	3,739.66	3,272.63	3,739.66	22,437.96
4218-CommDirector	667.44	1,338.50	667.44	1,338.50	8,031.00
Total Administrative Staff	15,890.66	18,613.48	15,890.66	18,613.48	111,680.88
Operations Staff					
4221-Access Coordinator PT	0.00	2,433.66	0.00	2,433.66	14,601.96
4220-Program Coordinator	4,656.39	5,047.50	4,656.39	5,047.50	30,285.00
4216 Access Coordianator PT	1,206.66	2,758.00	1,206.66	2,758.00	16,548.00
4219-Prod Facilitator	0.00		0.00		
4310-Operations Director	6,753.44	7,366.84	6,753.44	7,366.84	44,201.04
4215-Pro Services Coordinator	5,921.50	5,047.50	5,921.50	5,047.50	30,285.00
Total Operations Staff	18,537.99	22,653.50	18,537.99	22,653.50	135,921.00
Personnel Expense					

4217-Temporary Staff	0.00	833.34	0.00	833.34	5,000.04
4500-Payroll Taxes	3,446.51	4,322.66	3,446.51	4,322.66	25,935.96
4510-Retirement	0.00	1,000.00	0.00	1,000.00	6,000.00
4520-Incentive Program	0.00	437.50	0.00	437.50	2,625.00
5530-Workers Comp.	0.00	262.50	0.00	262.50	1,575.00
5540-Health Insurance	3,033.47	4,609.16	3,033.47	4,609.16	27,654.96
5541-Dental/STD/LTD/Life/AD&Din	944.69	1,301.16	944.69	1,301.16	7,806.96
Total Personnel Expense	7,424.67	12,766.32	7,424.67	12,766.32	76,597.92
Operational Expense					
5010-Rent	6,310.00	7,316.34	6,310.00	7,316.34	43,898.04
5020-Utilities/Electric	3,159.48	2,333.34	3,159.48	2,333.34	14,000.04
5030-Utilities/Gas	0.00	583.34	0.00	583.34	3,500.04
5050-Telephone/Local	616.12	1,083.34	616.12	1,083.34	6,500.04
5070-Pager	0.00	60.00	0.00	60.00	360.00
5080-OnLine Services	48.00	100.00	48.00	100.00	600.00
5100-Security	0.00	91.66	0.00	91.66	549.96
5200-Cleaning	1,096.25	1,040.00	1,096.25	1,040.00	6,240.00
5250-Trash Pickup	145.40	100.00	145.40	100.00	600.00
5300-Office Supplies	821.69	500.00	821.69	500.00	3,000.00
Total Operational Expense	12,196.94	13,208.02	12,196.94	13,208.02	79,248.12
Administration Expense					
5305-Admin Computer Software	0.00	416.66	0.00	416.66	2,499.96
5310-Postage	130.96	333.34	130.96	333.34	2,000.04
5400-Printing	0.00	333.34	0.00	333.34	2,000.04
5410-Subscriptions	0.00	166.66	0.00	166.66	999.96
5430-Copier Maintenance	124.80	266.66	124.80	266.66	1,599.96
5460-Building Maintenance	356.02	1,166.66	356.02	1,166.66	6,999.96
5465-Building Supplies	284.28	416.66	284.28	416.66	2,499.96
5490-Other Office Expense	0.00	83.34	0.00	83.34	500.04
5510-General Liability	0.00	1,032.16	0.00	1,032.16	6,192.96
5520-Cablecasters Liability	0.00	1,245.84	0.00	1,245.84	7,475.04
5550-D & O Liability	0.00	216.66	0.00	216.66	1,299.96
Total Administration Expense	896.06	5,677.98	896.06	5,677.98	34,067.88
Promotional Expenses					
5605-Gallery Expense	0.00	83.34	0.00	83.34	500.04
5608-Gallery Advertising	0.00	500.00	0.00	500.00	3,000.00
5609-Adv.Workshop Instructor	0.00	166.66	0.00	166.66	999.96
5610-Promotion/C3TV	16.97	833.34	16.97	833.34	5,000.04
5614 Business Development	92.75	416.66	92.75	416.66	2,499.96
5615-Annual Appeal Printing	0.00	166.60	0.00	166.60	999.60
5617-Annual Appeal Postage	0.00	150.00	0.00	150.00	900.00
5618-Raffle Expenses	0.00	208.34	0.00	208.34	1,250.04
5620-Association Dues	0.00	200.00	0.00	200.00	1,200.00

5630-Staff Travel	162.24	208.34	162.24	208.34	1,250.04
5650-Entertaining	15.64	83.34	15.64	83.34	500.04
5655-Staff Training	0.00	1,250.00	0.00	1,250.00	7,500.00
5660-Staff Convention	0.00	1,000.00	0.00	1,000.00	6,000.00
5665-Board Convention	0.00	1,000.00	0.00	1,000.00	6,000.00
5670-Program Advertising	0.00	333.34	0.00	333.34	2,000.04
5680-Outreach Printing	0.00	166.66	0.00	166.66	999.96
5681-Outreach Postage	0.00	66.66	0.00	66.66	399.96
5682-Newsletter Printing	2,383.00	250.00	2,383.00	250.00	1,500.00
5683-Newsletter Postage	212.75	416.66	212.75	416.66	2,499.96
5685-Annual Report Printing	0.00	416.66	0.00	416.66	2,499.96
Total Promotional Expenses	2,883.35	7,916.60	2,883.35	7,916.60	47,499.60
Production Expenses					
6100-Videotape	2,114.82	500.00	2,114.82	500.00	3,000.00
6200-Equipment Maintenance	0.00	666.66	0.00	666.66	3,999.96
6210-Preventive Maintainance	0.00	416.66	0.00	416.66	2,499.96
6240-Production Equipment II	11,006.70	2,083.34	11,006.70	2,083.34	12,500.04
6250-Equipment Expense	58.05	416.66	58.05	416.66	2,499.96
6300-Production Supplies	272.59	833.34	272.59	833.34	5,000.04
6335-Production Computers	0.00	666.66	0.00	666.66	3,999.96
6350-Training Supplies	0.00	250.00	0.00	250.00	1,500.00
6400-Music Library	14.99	125.00	14.99	125.00	750.00
Total Production Expenses	13,467.15	5,958.32	13,467.15	5,958.32	35,749.92
Legal & Accounting Expense					
7010-Legal Expenses	0.00	416.66	0.00	416.66	2,499.96
7020-Payroll Services	0.00	108.34	0.00	108.34	650.04
7030-Section 125 Administration	58.32	58.34	58.32	58.34	350.04
7070-Audit	0.00	833.34	0.00	833.34	5,000.04
7080-Governmental Fees	0.00	83.34	0.00	83.34	500.04
7090-Bank Charges	0.00	16.66	0.00	16.66	99.96
Total Legal & Accounting Expense	58.32	1,516.68	58.32	1,516.68	9,100.08
Total Expense	71,355.14	88,310.90	71,355.14	88,310.90	529,865.40
Net Ordinary Income	13,286.80	-5,282.62	13,286.80	-5,282.62	-5,078.68
Net Income	**13,286.80**	**-5,282.62**	**13,286.80**	**-5,282.62**	**-5,078.68**

Executive Director Report
March 2006 Board Meeting

****INFORMATIONAL****
MEDIA CENTER ACTIVITIES

1. **National Legislation**
Probably the most important item is the continuing threat of National and Statewide video franchising. We (Mass Access, the Alliance for Community Media state chapter) has been approached and is working with Comcast to reach out and contact local legislators and user/friends of access as well as municipal leaders is understanding this very involved situation. Excuse the length but the information below is a lot of what we are using in the information/education packet we are organizing for our leaders.

The cable bills before Congress are wrong for three reasons:

The Bills Take Resources From Our Communities:

- **Communications Facilities** - While the bills continue some aspects of franchise fees to municipalities, they eliminate essential communications facilities our local governments have negotiated as part of franchise agreements. Gone will be the distance learning this affords our schools. Gone will be the institutional networks used for public safety and homeland security. Gone will be the resources, which have provided for cheaper, more efficient delivery of health and social services.
- **Franchise Fee Off-Sets** - Under the Ensign bill franchise fees—fees paid in recognition of the value of public rights-of-way -- are eliminated. Instead, cities and towns are reduced to recovering the cost of maintaining rights-of-way for use by these corporations. Even collection of real costs is limited to 5% of gross revenue or less. This means that none of what used to be called the *franchise fee* will be available to support Public Access, Educational Access or Government Access programming. Funding will be eliminated for public networks including public safety communications.

These Bills Are Technically Deficient:

- **Jurisdiction -- PEG** - The local cable franchise is the negotiation and enforcement tool for communities. Under the proposed legislation, there is no entity to determine **PEG** channel capacity, placement, interconnection or support. The municipality has no relationship to the provider.

- **Jurisdiction -- Right-Of-Way** - Local communities are reduced to having little legal enforcement authority over a national corporation operating in their public roads. Local differences of opinion in the placement of poles, equipment of the digging up of roads may have to be settled at the state level, by the FCC or in the courts instead of at face-to-face meetings.
- **Jurisdiction -- Ensign** - This bill in particular designates that the cable provider can dig up the public roads without notifying the city, much less obtaining permission, in the case of an undefined "emergency" -- an unacceptable derogation of the city's public safety obligations.
- **One Size <u>Does</u> Not Fit All** - Our communities are beautifully diverse. One national regimen cannot possibly cover the technical, communications, cultural and construction needs of all cities, large and small.

  The Borough of Manhattan, New York alone has more than 550,000 cable subscribers, more than 5,000 producers of Public Access, one of the most ethnically diverse communities in the world, very broad, permissive community standards, extremely dense geography, and the most intense media coverage in the country.

  The Town of Rhinebeck has under 10,000 total population -- a population 358 times geographically less dense than Manhattan, has more sensitive community standards, has less commercial coverage of local issues, less demand on public channel capacity, greater likelihood of satellite penetration and different opportunities for economic development.

  A *one-size-fits-all* approach to franchise negotiations does not adequately allow either of these two New York Cities to determine what use of its publicly owned rights-of-way best serves the local public need.

  Further, a national franchise authority moves us rapidly toward the creation of a single, homogenized national culture—one with little difference between Hollywood CA and Hollywood, FL.

- **Channel Capacity** - Nowhere is the term "channel" defined. This deficiency will lead to confusion and litigation between all parties. This lack of clarity shows the haste in which these bills were patched together.

  Currently, a channel occupies 6MHz bandwidth. Five channels would occupy 30MHz bandwidth. As systems digitize, more "channels" occupy less bandwidth. A digital signal typically occupies 1/10th as much space now and may occupy 1/100th as much in the near future. The commitment to public interest bandwidth in payment for *rights-of-way would, therefore, shrink as the system capacity grows*!

  More importantly, the number of functions associated with a channel are increasing as the size of the signal decreases. A "channel" such as Disney, for

instance, may include programming as we currently understand it, but may also include interactive services, sales, side-bar information sources, audience measurement -- it is impossible in 2005 to imagine what may constitute a channel in 2020.

These Bills Are Anti-Competitive:

- All three bills absolutely favor the existing cable and telecommunications providers over all potential competitors at a time when the Supreme Court decision in "Brand X" signals that neither has any "open platform" obligations for their information services. Every community will be controlled by one or two dominant players who have legal authority to act as gatekeepers for most voice, data and video to the home. This is non-competitive and anti-democratic.
- The Ensign bill awards "veto" control to any corporation over municipal development of communications facilities -- without any corporate commitment to create that structure! This absolutely eliminates the need to compete. The community has no legal ability to ask for content or services and loses the ability to provide them on its own -- a fundamental means of encouraging the commercial provider to do so.

How The Bills Can Be Fixed:
The simplest solution for telecom entry into cable is to mirror existing cable franchises in each locality. It eliminates the burden of negotiating new agreements from scratch. This is fair to telecom, fair to existing cable providers, fair to **PEG** operations and, most importantly, fair to your constituents who own and maintain the land upon which these enormous profits are to be made.

- **Solution** - Financial support for Public, Educational and Government (PEG) Access must be maintained—including both operating and capital support as outlined in the existing federal laws.
- **Solution** - Municipal use of channels should maintain system proportionality with 2004 levels or 30 MHz, whichever is greater.
- **Solution** - Non-monetary payments of the franchise agreements, including public networks and other community media infrastructure must be protected.
- **Solution** - Franchise fees, if limited to 5%, must stand alone. They should not be offset by other values, nor should they be tied artificially to unrelated costs of the municipality. These fees are in recognition that great profits are being made on land owned by the people of the town -- in addition to any costs of maintenance.

Competition is good, but it must be smart. These bills lack adequate rudder. A balance must be struck between community need and corporate desire. This balance cannot be reached if every means for the community to speak as a group is eliminated.

The *Alliance for Community Media* and the hundreds of thousands of organizations we support and represent throughout this great country implore Congress to maintain the wise and proven policy of Local Franchising Authorities for cable broadband and other broadband service. It is a system which has for more than thirty years encouraged diversity in programming and structure based on the needs of our local communities. It is a system that has encouraged vibrant competition and innovation, while allowing local government to serve constituents more efficiently.

As you consider proposed legislation, please protect the existing policy of *community reinvestment* through Public, Educational and Government (PEG) Access, including those funds and bandwidth being used for public purposes, by:

- Allowing the local community which *owns* the public right-of-way to franchise and determine the best use of the community's property. This principle must be protected by Federal law.
- Dedicating 10% of public airwaves and capacity on communication facilities that occupy public rights-of-way for PEG use for local programs, community-based education, free speech, political processes and diverse points of view.
- Mandating funding of 5% of gross revenues from all infrastructure or service providers and spectrum licensees to support PEG equipment, facilities, training and services.
- Making PEG access universally available to any consumer of advanced telecommunications services capable of full-motion video.

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Proposal to manage the Lower Cape Public Access

I am still working on a potential business plan that includes management, financial and equipment proposals for Brewster through Provincetown. I am going to arrange to meet with the Town Administrators in these towns to assist in "educating" them to their options. Additionally, over thee next two months I am meeting with Town Administrators, Selectmen and/or Cable Advisory committees to discuss the "franchising" situation and that our renewal is on the horizon.

Production Services Report/ January/February 2006

Training

Barnstable/Yarmouth Lions Club: 7 members of the Barnstable/Yarmouth Lions Club completed the 1 day Saturday Training Class on January 28th. The Club will be producing programming about local and national Lions Club Activities including the international Lions conference being held in Boston this July.

Salvation Army Youth Group: 9 children ages 10-15 and 2 adults from the Hyannis branch of the Salvation Army completed the 5-week studio-training course on February 9th. The group plans on producing programming about the Army and other community events.

Harwich Middle School/Harwich Community Learning Center Program: 6 students participated in field production training and produced a welcome video for new Harwich Middle School students. The seventh and eighth grade students shoot interviews with teachers and planned the editing. The Media Center completed the editing. Cablecasting is pending final approval.

Production Services

Association for the Preservation of Nantucket Sound (APNS): The APNS is producing a 30-minute, quarterly program about the threats to Nantucket Sound. Segments were shot in Dennis, Chatham, and Barnstable and on Nantucket Island. The first program is currently in post-production.

Yarmouth Chamber of Commerce: The Yarmouth Chamber of Commerce is currently producing a program focusing on its projects in the town of Yarmouth. The chamber staff is assisting with the videography and editing. However the Media Center will take a more active role in the production. The first program contains segments about the Willow Street construction, Chase Brook Park and Shellfish propagation.

The Chamber is also producing a PSA to get voters out to town meeting and a longer format program addressing some articles to be voted on at town meeting.

Yarmouth Fire Department (YFD): The YFD is using $2500 in grant money to produce a video version of their live demonstration “Freddy the Firefighter”. The program will be shot March 22nd.

The Media Center also completed a PSA entitled “The Dangers of Ice” for the YFD.

The “Dangers of Ice” project will continue with a 30-minute program to be completed after the “Freddy” project.

Yarmouth Police Department (YPD): The YPD continues to produce its bi-monthly program YPD TV.

Harwich Community Learning Center Programs (HCLCP): The HCLCP provides before school & after school, student enrichment classes & vacation programs for school aged Harwich students. The Media Center is producing a 30-minute documentary for the program.

Profile/Studio B
American Cancer Society 's Relay for Life, World Day of Prayer, Salvation Army, Heritage Museum and Gardens, Harwich Family Resource Center

Postcards Cape Cod
Chatham Center for the Creative Arts/Cape Cod Whale Trail, Harwich Family Resource Center

Future Projects
The Media Center is pursuing collaborations with Cape Cod Whale Trail, Arts Foundation Cape Cod, American Heart Association, Yarmouth Chamber of Commerce

Interstitial programming ideas
Safety Minutes: Safety minutes are 30-60 second safety tips delivered by the fire and police departments of our five towns.

Computer Minutes: A local computer company/retailer sponsors a 30-60 second computer tip weekly.

Cape Cod Community Television 3/14/2006 5:13 PM, Pa

Equipment Usage By Group and Type

1/1/2006 to 2/28/2006

		Number of	Hours of	Dollar Value
Conference				
Conference Room	Room for Meetings and Classes	68	187.75	$9,387.50
Gallery	Room Where Art is Showcased Monthly	2	14.00	$700.00
Other Location		1	411.00	$0.00
Group Totals Conference		**71**	**612.75**	**$10,087.50**
Edit 1				
Edit 1	non linear #1	102	433.50	$86,700.00
Group Totals Edit 1		**102**	**433.50**	**$86,700.00**
Edit 2				
Edit 2	Non-Linear #2	2	24.00	$4,800.00
Group Totals Edit 2		**2**	**24.00**	**$4,800.00**
Edit 3				
Edit 3	A/B roll edit suite	3	18.00	$990.00
Group Totals Edit 3		**3**	**18.00**	**$990.00**
Edit 4				
Edit 4	Non-Linear #4	77	359.50	$71,900.00
Group Totals Edit 4		**77**	**359.50**	**$71,900.00**
EFP				
100 S-Vid Cable	100' S-Video Cable Spool	5	330.00	$0.00
Anycast	Anycast Portable Studio	4	183.00	$2,287.50
Batteries	Rechargeable AA Batteries	3	266.00	$55.43
Beachtek DXA-4P	Stereo XLR input for GL-1, GL-2	4	138.00	$57.50
Bogen Large	Large Bogen Tripods	7	726.00	$1,058.78
Bogen Small	Small BogenTripod	36	2,600.00	$2,708.42
Canon Batteries	Batteries for Canon GL and XL Cameras	62	6,063.00	$1,263.28
Canon GL-2 #27	digital camcorder Canon GL-2	7	398.00	$2,487.50
Canon GL-2 #28	digital camcorder Canon GL-2	7	560.00	$3,500.00
Canon GL-2 #29	digital camcorder Canon Gl-2	9	417.50	$2,612.50
Canon GL-2#24	digital camcorder Canon GL-2	9	401.00	$2,506.25
Canon GL-2#25	digital camcorder Canon GL-2	8	490.00	$3,062.50
Canon GL-2#31	digital camcorder Canon GL-2	11	597.00	$3,731.25
Canon GL-2#32	digital camcorder Canon GL-2	2	81.00	$506.25
Canon XL-1 #30	digital camcorder Canon XL-1	2	155.00	$1,130.21
Canon XL1 #15	digital camcorder Canon XL-1	4	1,071.00	$7,809.39
Case Light 1	Self Contained Lowell Field Light Pack	2	127.00	$423.33
Case Light 2	Self Contained Lowell Field Light Pack	7	346.00	$1,153.33
Drum Mic Kit	Drum Mic Kit for use In House Only	1	96.00	$400.00
DV Decks	DVCam Decks For Member Checkout	2	127.00	$264.58
Extension Cords	power cord /power strip	5	370.00	$15.00
Field Light 1	50w Camera Mount Light w 12v Battery	6	246.00	$153.77
Field Light 3	50wAC/DC Camera Light w 12v Battery	1	84.00	$70.00
Field monitor	JVC color field monitor TM-9U(A)	1	108.00	$337.50
Glidecam	Glidecam 4000 PRO steadicam package	1	276.00	$460.00
Headphones	Headphones for Gl/XL Cameras	4	258.00	$0.00
Manuals	Equipment Manuals	1	71.00	$7.40
Mic Stand Desk	Desk Stand for Microphone	2	147.50	$73.50
Mic Stand Flr.	Floor Stand for Microphone	17	1,143.00	$714.40
Mic/ Vocal	Shure SM-58 Vocal Microphone	4	198.00	$165.00
Microphone Boom	Boom for Microphones	2	78.00	$16.26

Cape Cod Community Television 3/14/2006 5:13 PM, Pa

Equipment Usage By Group and Type

1/1/2006 to 2/28/2006

		Number of	Hours of	Dollar Value
Microphone/Omni	EV Omni Directional Mic (All Purpose)	10	564.00	$282.00
RCA-GL-1	3RCA-Mini cable for GL-1 Camcorders	1	50.00	$10.42
SASS Stereo MIC	Microphone SASS-P	1	3.00	$3.13
Shotgun mic #1	shotgun mic #1	5	87.00	$163.15
Shotgun mic #2	shotgun mic #2	3	9.00	$16.89
SVHS Batteries	Battery	2	150.00	$31.26
SVHS cam # 21	AG-456UP	2	102.00	$212.50
Tascom DAT	Portable DAT Recorder DA-P1	1	3.00	$18.75
Video Projector	Sanyo Video Projector	1	74.00	$231.25
Videssence Lght	Field Light	2	124.00	$206.67
Wireless 1 Lav	Azden WM-Pro Wireless Mic	3	77.00	$128.33
Wireless 4 Omni	Seinheisser Wireless Handheld Mic	2	191.00	$397.92
Wireless 5 Omni	Sennheiser Wireless Handheld Mic	4	121.00	$252.08
Wireless 6 Lav	Sennheiser Wireless Lavaliere	7	913.00	$1,902.08
Wireless 7 Lav	Sennheiser Wireless Lavaliere	9	487.50	$1,014.58
XLR cable 25ft	Mic Cable (25 ft.)	27	1,577.00	$45.00
XLR-Mini (GL)	XLR-Mini Mic Adapter for GL-1	7	391.50	$81.47
XLR-RCA	XLR-RCA Cables	2	198.00	$20.63
Group Totals EFP		**325**	**23,274.00**	**$44,048.94**
PowerBk 2				
Powerbook G4 2	Apple Powerbook	8	783.00	$0.00
Group Totals PowerBk 2		**8**	**783.00**	**$0.00**
Road Case				
Portable Studio	Pelican Road Case Portable Studio #1	1	51.00	$1,381.25
Group Totals Road Case		**1**	**51.00**	**$1,381.25**
Staff				
Books	Books for member check out	1	411.00	$0.00
CD & DVD Record	Book	1	3.00	$0.00
Dig Audio Post		1	3.00	$0.00
Lacie Drive 493	Hard Drives for Powerbooks	1	168.00	$0.00
Group Totals Staff		**4**	**585.00**	**$0.00**
Studio A				
Studio A	Studio and control room	91	313.50	$62,700.00
Group Totals Studio A		**91**	**313.50**	**$62,700.00**
Studio B				
Studio B	production studio/ edit suite	22	136.00	$20,400.00
Group Totals Studio B		**22**	**136.00**	**$20,400.00**
Grand Totals			**26,590.25**	**$303,007.69**

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MEMBERSHIP FIGURES 2006

New Members		**1**
Junior Members	13	
Number Lapsed 3/1/06	**46**	
Number Renewed	**15**	
Non-Profit Groups	35	
Business Groups	4	
Number of Sign-Ins	586	
Number of Hours Used	1249	

Total Membership 2/1/06	514
Total Membership 3/1/06	469

Bylaws of Cape Cod Community Television Corporation, Inc

Historic Note

Bylaws were originally filed with the Commonwealth with other incorporation papers in July 1988. They were subsequently amended by the Membership at Annual Meetings held on June 4, 1992; June 3, 1993; June 2, 1994; June 1, 1995; and June 5, 1996. The Bylaws were then "updated" by the Board of Directors on August 20, 1998; November 19, 1998; December 16, 1999; and November 16, 2000. These "updates" were NOT submitted to the membership until a single ballot item on Bylaw changes was included on the June 2002 election ballot. There were protests during the Annual Meeting of the Membership in June 2002 as to the legitimacy of the balloting for Bylaw changes. The Bylaw Committee at its November 1, 2002 meeting voted unanimously to recommend to the Board of Directors that the Bylaw version voted in June 2002 be considered the operational version. The Board of Directors adopted this recommendation at its November 2002 meeting.

In 2003, the Bylaw Committee recommended changes to clarify text, increase member participation, and redefine committee operations. Paragraph and section numbering or lettering (due to additions, deletions, or formatting), changes of gender, plurality, simple punctuation, grammar, or spelling errors were made for editorial consistency, and section headings may have been updated. These were approved by the Board of Directors, April 17, 2003 with more than the required 2/3 majority (unanimous, but for two abstentions). Subsequently each change was approval by The Membership by comprehensive ballot on June 4, 2003. These Bylaws are the cumulated approved changes since the founding of the Corporation. Certified by Howard Green, Corporate Secretary, and filed with the Secretary of the Commonwealth, and the Office of Public Charities of the Attorney General on the 14th of July, 2003.

Article I Name, Purposes, Powers, and Related Matters

A Name and Purpose

The name of the Cape Cod Community Television Corporation, Inc. (hereinafter in these Bylaws referred to as the "Corporation"), the location of its principal office and its purposes shall be as set forth in the Articles of Organization and these Bylaws, and shall be exclusively charitable, scientific, and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

B Powers

The powers of the Corporation and of its Directors, officers, committees and members, and all matters concerning the conduct and regulation of the affairs of the Corporation and the manner in which and the officers and agents by whom its purposes may be accomplished shall be governed by such provisions in regard thereto, if any, as are set forth in the Articles of Organization and these Bylaws and such operating rules and procedures as may be promulgated or approved by the Directors from time to time.

C Articles of Organization

All references in these Bylaws to the Articles of Organization shall be constructed to mean the Articles of Organization as from time to time amended.

D Mission statement

To build community through media, enhance democratic communication, and facilitate free expression by providing the five towns with a state-of-the-art media resource center.

Article II Membership

A Members

1. All residents of the Towns of Chatham, Harwich, Dennis, Yarmouth and Barnstable and other towns serviced by the Corporation pursuant to these Bylaws are eligible for membership in the Corporation. Hereinafter, these Towns are collectively referred to as "towns served."
2. Additionally, educational, governmental, health care, arts, religious, business, civic, and other entities, which are based in or serve the towns served shall be eligible for membership.
3. No employee of the Corporation shall simultaneously be a member of the Corporation.

B Qualifications for Voting

4. Voting membership in the Corporation is open to individuals either residing in the towns served or who work or have a place of business in the towns served which has become an Organizational Member and who demonstrate their interest in the affairs of the Corporation by:
5. Completing and returning to the Corporation an Access Membership Enrollment Form
6. Paying the prescribed membership dues, by category, as they are from time to time established by the Board of Directors
7. Being a Member of the Corporation for at least twenty (20) days prior to any meeting of the Members
8. Complying with these Bylaws, the corporate charter, articles of organization, rules and procedures duly promulgated, contracts with said Towns, and being in good standing.

C Annual Meeting

1. The Annual Meeting of Members shall be held in Barnstable, Yarmouth, Dennis, Harwich, or Chatham in the month of June of each year for the purpose of electing Directors and transacting such other business as may properly come before the meeting.
2. The time and place of the Annual Meeting shall be determined by the Corporation's Board of Directors and Members shall be notified of each meeting as provided herein.

D Special Meetings

Special Meetings of Members shall be called by the President upon request of the Board of Directors or upon written request therefore submitted to the Corporation by not less than twenty members entitled to vote at the special meeting.

E Notice of Meetings

1. The official written notice of every annual or special meeting of the Corporation, stating the place, date, hour and purpose shall be given not less than ten (10) nor more than thirty (30) days before the date of the meeting to each Member entitled to vote at such meeting at his or her address as it appears upon the records of the Corporation.
2. Notice shall be made in multi-media formats several times, in varying day parts, on each cable television channel managed by the Corporation during the notice period described above. Notice shall be posted in a common area of the facility during the notice period.

F Quorum of Members

1. Ten percent (10%) of the Members entitled to vote, present in person or having cast a valid ballot in the current election of members of the Board of Directors, shall constitute a quorum at any annual or special meeting of Members.

2. If a quorum shall fail to attend, a majority of those present may adjourn the meeting from time to time, with or without notice other than announcement at the meeting, until a quorum is present or by ballot, then, when a quorum is present, any business may be transacted that might have been transacted at the meeting as originally notified.

G Meetings Open to the Public

All meetings of the Members of the Corporation shall be open, in their entirety, to the public.

H Procedure for Voting

Members shall be entitled to vote on all matters submitted to the Members for approval at meetings of the Members except for the election of the Board of Directors as otherwise provided herein.

I Members Dues

1. The Board of Directors may, from time to time, adopt a schedule of annual dues.
2. Dues shall be maintained at a level reasonably intended to cover the direct cost of maintaining the membership rolls, providing for participation by the Membership in the governance of the Corporation, and communicating the Corporation's activities to the membership, including the use of printed materials such as a newsletter or a program guide.

J Termination

1. The Board of Directors may from time to time adopt or approve rules and procedures for the termination of a Member and / or the termination of producer / sponsorship rights, only for cause and only after notice.
2. A Member who has been or is proposed to be terminated, or whose producer / sponsorship rights have been or are proposed to be terminated, shall be notified of such proposal by certified and / or first-class mail, with proof of mailing and return receipt.
3. Such notice shall contain comprehensive information on the specific basis for such action.
4. An affected Member may appeal a termination decision to the Board of Directors by written demand, sent within twenty (20) days of the termination decision, or within seven (7) days from the receipt of said notice, whichever is more favorable to the affected Member.
5. Upon receipt of the demand, the Secretary shall cause to be delivered not less than a ten (10) days' notice of a special Board of Directors meeting at which the Member's appeal shall be heard.

Article III Board of Directors

A Powers

The Board of Directors shall have and may exercise all of the powers of the Corporation.

B. Qualifications

1. Candidates for nomination or appointment to the Board of Directors shall have demonstrated their interest in the organization by at least one of these activities:
    a. Membership in this organization for at least 3 months, or
    b. Affiliation with a Cape Cod governmental body in a responsible position, or
    c. Being a Board member of a non-profit organization on Cape Cod, or
    d. Demonstrated experience in film, radio, video or cable production.
2. Members of the Board of Directors have a fiduciary duty to the organization.
3. They are expected to partake in the activities of the organization, including active participation in the Board of Directors and Committee meetings.

C Term of Office

1. A prospective Director may stand for election for up to two (2) three year terms.
2. No Director shall be elected or appointed to serve for more than eight consecutive years.
3. No Member may serve again as a director until one year has passed since their prior service ended.
4. Each Director shall hold office until his or her successor is elected or appointed, unless removed prior thereto in accordance with law and these Bylaws.

D Nomination & Election Process

1. The Board of Directors shall have up to twelve directors elected by the membership at the Annual Meeting
2. The issuing authority of the towns served may appoint on a yearly basis a voting member to the Board of Directors.
3. Those members elected and appointed are not to exceed seventeen directors in total.
4. Directors shall be selected in the following manner: no later than sixty (60) days prior to the Annual Meeting of the Corporation, the Nominating Committee of the Board of Directors shall notify all Members of the Corporation of upcoming elections and shall request suggested nominees.
5. The Nominating Committee shall be charged with the responsibility of compiling a slate of candidates from these submissions for election to the Board of Directors.
6. In addition to the candidates selected by the Nominating Committee, any Member may become a candidate for election to the Board of Directors by presenting with a petition provided by the Secretary of the Corporation for special nomination.
7. The petition shall be signed by at least twenty eligible voting members of the Corporation, no later than thirty (30) days prior to the date of the annual or special meeting at which the election for the filling of the vacancy is to occur.
8. Such candidates will be added to the Official Slate to fill vacancies on the Board of Directors.
9. Signatures for purposes of this Section shall be deemed valid unless challenged prior to the date of the election.
10. Members, as defined in Article II, Section B, shall vote on the Official Slate at the annual election and/or special election for the board of directors.
11. Method of voting will be by paper ballot listing the slate prepared by the Nominating Committee.
12. The ballots will be accepted up to one hour before the beginning of the Annual Meeting.

13. Ballots will not be accepted after that time.
14. Closing time for the voting will be printed on the ballot.
15. The Secretary of the Corporation and/or his/her designee(s) shall verify membership and tally the votes.
16. The verification of names and tallying of votes shall be conducted by two individuals.
17. The Secretary or his/her designee shall report to the board the results of the election.
18. The Board of Directors, which is elected by the membership at the Annual Meeting, may appoint, by a two-thirds vote, members to fill vacancies which occur within the twelve elected positions.
19. Those appointed by the Board of the Directors will serve until the next Annual Meeting.

E Removal **and Termination**

1. Any Director may be removed from the Board of Directors with-cause by a two-thirds majority vote of those present and voting at a regular or special meeting of the Board of Directors.
2. Any Director proposed to be removed shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removals are to be voted upon.
3. Such Director shall be entitled to appear before and be heard by the Board of Directors at such meeting, prior to such vote for removal taking place.
4. Any Director missing four (4) consecutive meetings of the Board of Directors shall be automatically terminated from the Board.
5. Such Director shall be entitled to appeal such automatic action to the Board of Directors.
6. By simple majority, the remaining Directors may reinstate the terminated Director.

F Vacancies

1. Any Member of the Board may resign at any time by submitting a written resignation to the President, Vice President, or Secretary of the Corporation.
2. Any vacancy on the Board of Directors shall be filled by a two-thirds vote of the remaining Directors.
3. Such a replacement Director shall serve until the next annual meeting elections.
4. At the next annual meeting election, a successor shall stand for election for the remaining one or two years of the original term, in accordance with these Bylaws.

G Disqualification

1. No employee of the Corporation shall serve as a member of the Board of Directors.
2. No close relative (domestic partner, sibling, parent or child) of an employee of the Corporation shall serve as a member of the Board of Directors.

H Schedule of Meetings

1. The Board of Directors shall hold at least six (6) regular meetings during each fiscal year of the Corporation.
2. The Board of Directors may hold special meetings whenever requested by the President or one third (1/3) or more of the Directors.
3. The Secretary shall cause written notice of the regular and any special meetings to be mailed or delivered verbally or electronically to each Director at least five (5) days before the date of the meeting, unless all of the Directors attend or sign a written waiver of notice.

I Meetings Open to the Public

1. All meetings of the Board of Directors shall be open to the public unless the Board, in its discretion, shall determine to close the meeting.
2. As a guideline for the conduct of meetings of the Board of Directors, the Corporation adopts the reasons as specified in the General Laws of the Commonwealth, Chapter 39, Section 23A and 23B.

3. Those sections govern circumstances when government agencies may hold closed meetings.
4. Whenever the Board of Directors determines to hold a closed meeting, it shall publicly specify its reasons for closing the meeting.

J Quorum of Directors

1. A majority of the Directors shall constitute a quorum for the transaction of business.
2. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

K Actions of the Board

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless, the act of a greater number is required by law, the Corporation's Articles of Organization, or these Bylaws.

L Compensation of Directors

1. Members of the Board of Directors shall not be compensated for their services as Directors other than the reimbursement of reasonable and necessary expenses incurred in the performance of such services.
2. However, nothing herein shall preclude any Director from serving the Corporation in any other capacity, as an independent contractor, and receiving compensation therefore.
3. The terms and circumstances of any such compensation must be fully disclosed, in advance of such services, in writing to the Board of Directors and must be approved by an affirmative two-thirds vote of the Board of Directors.

Article IV Officers

A Tenure

1. All Officers shall be elected by the Board of Directors from the Board of Directors.
2. The Officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer, and such other Officers, as the Board of Directors may deem desirable.
3. No person shall hold more than one office at any one time.
4. Each Officer of the Corporation shall be elected annually at the meeting following the Annual Meeting of the Corporation, or special meeting held in place thereof, and thereafter until his or her successor is chosen and qualified.
5. No Officer shall be eligible to serve more than two (2) consecutive terms in the same office.
6. The Board of Directors may remove from office any Officer by a vote of two-third (2/3) of its entire number then in office.
7. A vacancy in any office may be filled by vote of the Board of Directors.

B Duties of Officers

1. The President shall preside, when present, at all meetings of Members and Directors. The President shall recommend the chairpersons of committees for approval by the Board, and shall have other and additional duties and responsibilities as the Board of Directors may from time to time determine.

2. The Vice President shall fulfill all duties and responsibilities of the President in the absence of the President and shall have other and additional duties and responsibilities as the Board of Directors may from time to time determine.

3. The Secretary shall issue notices of all meetings of the Board of Directors, and shall send such official notices as may be directed by the Board. The Secretary shall also be responsible for all general correspondence of the Board and in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

4. The Treasurer shall be responsible for the custody of the corporate funds; keeping full and accurate accounts of receipts and disbursements to the Corporation; depositing all monies in the name of the Corporation, in such depositories as may be designated by the Board of Directors; and shall furnish a monthly financial statement and an annual statement of all receipts and disbursements of the Corporation to the Board of Directors. If requested by the Board of Directors, the Treasurer shall be required to give a bond.

Article V Committees

A Executive Committee

1. The Officers plus one member of the Board of Directors elected as an “at large” officer shall constitute the membership of the Executive Committee.
2. The Executive Committee shall review the performance of the Executive Director.

B Standing Committees

1. The Standing Committees of the Board of Directors shall be as follows: Finance and Audit, Bylaws and Policy, Personnel, Membership, Development, Nominating, Equipment and Facilities, and the Advisory Committee.
2. All actions of standing committees must be approved by the Board of Directors.

C Appointment & Duties

1. Committee chairpersons shall be recommended by the President and elected by a majority of the Board of Directors.
2. The members of each standing committee shall be nominated by the chairperson of such committee.
3. The Board of Directors shall elect committee members who reflect the diversity of interests and neighborhoods on Cape Cod.
4. Committees shall develop relevant policy recommendations for Board consideration.
5. Chairpersons of Committees are responsible for keeping minutes of their meetings and furnishing reports as requested.
6. Public meeting notices and other “postings” shall be made by the Chair, or Staff liaison.

D Committee Functions

1. Finance & Audit:

The Committee reviews and recommends financial goals and an operating budget for Board approval.
The Committee meets regularly to monitor and Corporation's income, expenses, and financial status.
The Committee evaluates CPA firms for the annual audit, recommends focus areas and special oversight requirements, reviews all audit notes and auditor’s recommendations, proposes accounting / reporting principles which might be relevant to the organization, and recommends to the Board appropriate pre- and post- Audit matters.

2. Personnel:

The Committee develops, documents, and recommends to the Board all Corporation personnel and benefit policies, job descriptions, salary ranges, cost-of-living calculations, and the employee review process.
The Committee meets regularly to review these and other related personnel matters.

3. Development:

The Committee develops and recommends fund raising strategies for the Corporation.
Upon adoption of fundraising plans by the Board, the Committee may enlist the Board and other volunteers to assist in specific projects.
The Committee meets regularly to monitor fundraising needs.

4. Membership:

The Committee develops and recommends to the Board membership growth campaigns.
Upon adoption of Membership campaigns, the Committee may enlist the Board and other volunteers in the implementation of the campaign.
The Committee meets regularly to monitor membership levels.

5. Nominating:

The Committee selects candidates for election by the membership to the Board.
The Committee solicits nominees from the general membership and / or the community at large.
The slate of candidates selected may be augmented as elsewhere herein provided.

6. Equipment & Facilities:

The Committee reviews and recommends (capital) expenditures for equipment, furniture, fixtures, and facilities for the current year and possibilities for the following two years.
The Committee makes recommendations to the Board to improve the appropriateness of both current and future equipment and facilities for the benefit of the members and communities served.
The Committee meets regularly to monitor facilities and equipment matters.

7. Advisory:

The Committee assists the Board upon their request and at their discretion.

8. Bylaw & Policy:

The Committee shall develop, evaluate, and recommend Bylaws and organizational Policies that reflect the current goals and needs of the Corporation.
The Committee works with other Committees to adequately document Policy proposals and enactments.

9. Other Committees:

The Board of Directors may create such other committees and delegate such responsibilities to those committees as shall be considered desirable and permissible from time to time.

Article VI Miscellaneous Provisions

A Fiscal Year

Except as from time to time otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be twelve (12) months ending December 31 of any given year.

B Annual Financial Review

The account books of the Corporation shall be reviewed annually by an independent certified public accountant retained by the Board of Directors, and the report of such accountant shall be filed with the records of the Corporation.

C Corporation Instruments

1. Mortgages, bonds, notes, checks, other evidences of indebtedness and such other instruments as the Corporation may issue in the conduct of its business shall carry the signature of the President and such other officer or officers of the Board of Directors as may from time to time be determined by resolution.
2. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.
3. Such authority may be general or confined to specific instances.

D Amendments

Any part or all of these Bylaws may be altered, amended or repealed from time to time by a two-part process: (1) a two-thirds vote of the Board of Directors present at a regular or special meeting of the Board duly called for that purpose, provided that notice of the substance of the proposed alteration, amendment or repeal shall be stated in a notice for such meeting mailed to the Board of Directors no less than ten (10) days before such meeting, and by (2) a majority vote of the members at the annual meeting or at a special meeting called therefore.

E Conflict of Interest

1. No Director or officer of the Corporation may participate in the evaluation, review, and approval of any application for a grant or any other matter in which he or she has a direct personal and/or financial interest.
2. All grants and other transactions shall be conducted at arm's length and shall not violate the prescriptions on the Articles of Organization, these Bylaws, or any other applicable prohibition against the Corporation's use of application of its fund for private benefit.
3. No such loan or transaction shall be entered into if it would result in denial or loss of tax-exempt status under Section 501(c), 503 or 504 of the Internal Revenue Code and its regulations as they now exist or any they may be hereafter amended.

F Seals

1. The Board of Directors may approve and adopt a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal."
2. The seal shall be stamped or affixed to such documents as may be prescribed by law or custom or by the Board of Directors.

G Non-Discrimination

Selection of the Board of Directors, Officers of the Corporation, Members, Volunteers, and Staff shall not be based on sex, race, color, religion, age, national origin, or sexual preference.

H Additional Municipalities

1. The Corporation may enter into agreements with other municipalities or cable television licensees to provide cable television access services.
2. Such agreements should provide necessary resources to the Corporation to service the particular municipality in question.
3. Such agreements must be approved by the Board of Directors.

I Conduct of Meetings

All meetings shall be governed by that set of published Rules of Order, selected, and adopted from time to time by the Board of Directors, except as they may conflict with these Bylaws.

Article VII. Indemnification

1. The Corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a Director or Officer of the Corporation or of any of its affiliates, or who at the request of the Corporation may serve or at any time has served as a Director or Officer of, or in a similar capacity with, another organization or an employee benefit plan, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administratively or investigative, in which such person may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by the Corporation or the proceeding seeks a declaratory judgment regarding his or her own conduct);
2. provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation or, to the extent such matter relates to service with respect to any employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan;
3. and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by the Corporation, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction, Such indemnification shall include payment by the Corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

4. A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary with respect to an affiliate or other organization shall be deemed to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation if he acted in good faith in the reasonable belief that his action was in the best interests of such affiliate or organization or of the participants or beneficiaries of, or other persons with interests in, such affiliate or organization to whom he had a fiduciary duty.

5. Where indemnification here under requires authorization or approval by the Corporation, such authorization or approval shall be conclusively deemed to have been obtained, and in any case, where a Director of the corporation approves the payment of indemnification, such Director shall be wholly protected, if:

    a. the payment has been -approved or ratified
    b. by a majority vote of a quorum of the Directors consisting of persons who are not at that time parties to the proceeding or
    c. by a majority vote of a committee of one or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full board in which selection Directors who are parties may participate; or
    d. the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Corporation) appointed for the purpose by vote of the Directors or in the manner specified in clauses (i) or (ii) of paragraph (a); or the payment is approved by a court of competent jurisdiction; or
    e. the Directors have otherwise acted in accordance with the applicable legal standard of conduct.

6. Any indemnification or advance of expenses under this Article shall be paid promptly and in any event within 30 days, after the receipt by the Corporation of a written request therefore from the person to be indemnified, unless with respect to a claim for indemnification the Corporation shall have determined that the person is not entitled to indemnification.

7. If the Corporation denies the request or if payment is not made within such 30-day period, the person seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action.

8. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on the Corporation.

9. The right of indemnification under this Article shall be a contract right inuring to the benefit of the Directors, Officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this Article shall adversely affect any right of such Director, Officer or other person existing at the time of such amendment or repeal.

10. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Director, Officer or other person entitled to indemnification hereunder.

11. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which such Director, Officer, or other persons may be entitled.

12. Nothing contained in this Article shall affect any rights to indemnification to which Corporation employees or agents, other than Directors, Officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

(End of Bylaws)

Filename: Approved-03.doc
Directory: E:\c3-tv\Bylaws
Template: C:\Documents and Settings\Administrator\Application Data\Microsoft\Templates\7inches.dot
Title: Bylaws of Cape Cod Community Television Corporation, Inc
Subject:
Author: Administrator
Keywords:
Comments:
Creation Date: 7/9/2003 10:03 PM
Change Number: 2
Last Saved On: 7/9/2003 10:03 PM
Last Saved By: Administrator
Total Editing Time: 5 Minutes
Last Printed On: 7/10/2003 9:54 PM
As of Last Complete Printing
Number of Pages: 12
Number of Words: 4,641 (approx.)
Number of Characters: 26,456 (approx.)

Access Production Coordinator

Job Description

The Access Production Coordinator shall assist in the overall delivery of services at the Cape Cod Community Media Center. The Access Production Coordinator is responsible for ensuring that the Media Center philosophy for access training and delivery is upheld by education and outreach. The Access Production Coordinator shall report directly to the Operations Manager.

Job Requirements

- Bachelor's or Associates degree or comparable training in communications, education or media arts.
- Minimum of 2 years experience in media production environment preferred.
- Computer skills, including skills with Windows, Macintosh, non linear editing and computer and video production graphics and related software programs
- Excellent communications skills; verbal and written
- Organizations skills including the ability to implement and utilize computer based scheduling materials effectively.
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team
- Video Production and non linear content creation skills

Primary Job Responsibilities

- Primary responsibility to assist community producers in all aspects program creation
- Oversee all Media Duplication
- Implement, organize and maintain all Media Center equipment databases
- Keep all Field and Studio equipment cleaned, serviced and well maintained.
- Instruct members in field production and editing, as necessary.

Scheduling

- Schedule and coordinate all aspects of the Media Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Studio Supervision

- Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.

Other

- Assist in various training functions at the Media Center.
- Assist in all day-to-day operational functions at the Media Center.

Perform all other duties that may be assigned

Proposed job description

Assistant Director of Operations
Job Description

The Assistant Director of Operations shall assist in the overall delivery of services at the Cape Cod Community Media Center. The Assistant Director of Operations is responsible for ensuring that the Media Center philosophy for access training and delivery is upheld by education and outreach. The Assistant Director of Operations shall report directly to the Operations Manager.

Job Requirements

- Bachelor's or Associates degree or comparable training in communications, education or media arts.
- Minimum of 2 years experience in media production environment preferred.
- Computer skills, including skills with Windows, Macintosh, non linear editing and computer and video production graphics and related software programs
- Excellent communications skills; verbal and written
- Organizations skills including the ability to implement and utilize computer based scheduling materials effectively.
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team
- Video Production and non linear content creation skills

Primary Job Responsibilities

- Primary responsibility to assist Director of Operations all aspects
- Oversee all Media Duplication
- Implement, organize and maintain all Media Center equipment databases
- Keep all Field and Studio equipment cleaned, serviced and well maintained.
- Instruct members in field production and editing, as necessary.

Scheduling

- Schedule and coordinate all aspects of the Media Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Studio Supervision

- Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.

Other

- Assist in various training functions at the Media Center.
- Assist in all day to day operational functions at the Media Center.
- Perform all other duties that may be assigned

Bookkeeper Position

Job Description

General Statement of Duties

The primary responsibilities of the Bookkeeper position is management of all C3TV financial documentation, check book and investment documentation.

Job Requirements

- Proficiency in simple accounting and basic financial skills
- Excellent computer skills, including IBM Windows 95 and Microsoft Office, Quick Books Pro and accounting software.
- Excellent communications skills; verbal and written
- Organizations skills including the ability to implement and utilize scheduling materials effectively.
- Ability to work independently, and also as part of a cooperative team

Administrative

- Prepare all financial reports for Executive Director and Board of Directors.
- Assist Board treasurer with preparation of financial reports for Board meetings.
- Prepare financial reports semi-monthly. Call in payroll to payroll service. Prepare checks for signature.
- Assist auditor with annual audit.
- Assist in preparation draft of yearly budget. Meet with Finance Committee when necessary
- Perform all basic accounting and financial accounting functions as necessary

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Director of Communications
Job Description

The Director of Communications is responsible for internal and external communications at Cape Cod Community Media Center. The Director of Communications is responsible for ensuring that the Media Center philosophy for access training and delivery is upheld by education and outreach

Job Requirements

- Bachelor's, Associates degree or comparable training in communications, media arts or technical discipline..
- Minimum of 2 years experience in media production environment
- Proficient computer skills
- Excellent organizational and communications skills
- Ability to interact effectively with the public. Ability to work independently, and also as part of a cooperative team

Objectives of the Position

To provide high level strategic communications advice to the Executive Director and to manage operational communications services.

To develop internal and external relations strategies to enhance understanding of Cape Cod Community Media Center and its position on key issues among identified audiences.

To manage Cape Cod Community Media Center¹s relationship with other media outlets and enhance the staff understanding and skill in media relations.

To provide timely briefings and reports to Executive Director on emerging issues likely to impact Cape Cod Community Media Center ¹s business or community profile.

To enhance Cape Cod Community Media Center ¹s communication with the greater community by improving the clarity and presentation of the organization¹s reports, the standard of its representative¹s oral presentations and the quality of presentations to select committees.

Duties and Responsibilities

Strategic Advice:

To develop and implement an organization-wide communications strategy, including initiatives regarding external relations, internal relations, and media relations.

To provide the Executive Director with briefings, reports, and advice on issues likely to impact the organization¹s business or profile.

To develop a process to ensure managers seek communications advice on all internal and external communication vehicles.

External Relations:

Enhance and coordinate outreach to community groups and organizations.

Assist ED in all critical reporting to town governments this would include but not be limited to Annual Reports, performance reviews and coordination presentational materials.

Within the context of the external relations strategy, to coordinate a speaking program for the Executive Director and other managers and to develop a dialogue with community organizations.

To coordinate preparation of and provide quality assurance for materials prepared for ED.

To provide ED with support prior to select committee appearances to improve the standard of presentation and identify high-risk issues.

To provide design/editing services for the newsletter, annual report, and strategic communications tools, and to supervise these publications through the printing process. Specifically, Communications Manager will collaborate with managers to establish "style guidelines" in order to ensure the production of/changes to signage, newsletter, business cards, stationary, brochures and website retain the cohesive "look and feel" of the organization[1]s most prominent communications tools.

Media Relations:

To develop and implement a media relations policy for the Center.

To provide high level media and presentation training for ED and to facilitate and provide quality assurance of such training for managers as needed.

To advise all managers on media response strategies, particularly regarding high risk issues.

To initiate briefings and high level contact with media to enhance their understanding of the Center and key issues it is involved with.

Internal Communications:

Supervise and coordinate promotion of the Gallery at the Media Center.

Work with ED and Development committee in developing annual appeal, corporate appeal, grants opportunities and potential funding sources.

Communications Director
Job Description

Objectives of the Position

To provide high level strategic communications advice to the Executive Director and to manage operational communications services.

To develop internal and external relations strategies to enhance understanding of Cape Cod Community Television and its position on key issues among identified audiences.

To manage Cape Cod Community Television¹s relationship with the media and enhance the staff¹s understanding and skill in media relations.

To provide timely briefings and reports to Executive Director on emerging issues likely to impact Cape Cod Community Television¹s business or community profile.

To enhance Cape Cod Community Television¹s communication with the greater community by improving the clarity and presentation of the organization¹s reports, the standard of its representative¹s oral presentations and the quality of presentations to select committees.

To re-engineer Cape Cod Community Television¹s image and proactively position the organization in the community. Specifically, Communications Director will coordinate the redesign/production of/changes to logo, signage, newsletter, business cards, stationary, brochures and website as a means to position the Center as the media resource for the Cape Cod community.

Duties and Responsibilities

Strategic Advice:

To develop and implement an organization-wide communications strategy, including initiatives regarding external relations, internal relations, and media relations.

To provide the Executive Director with briefings, reports, and advice on issues likely to impact the organization¹s business or profile.

To develop a process to ensure managers seek communications advice on all internal and external communication vehicles.
To develop a process to ensure managers seek communications advice on high-risk issues, especially those likely to generate public comment. This will include involvement in responding to high-risk media requests.

External Relations:

Enhance and coordinate outreach to community groups and organizations.

Assist ED in all critical reporting to town governments this would include but not be limited to Annual Reports, performance reviews and coordination presentational materials.

Within the context of the external relations strategy, to coordinate a speaking program for the Executive Director and other managers and to develop a dialogue with community organizations.

To coordinate preparation of and provide quality assurance for materials prepared for ED.

To provide ED with support prior to select committee appearances to improve the standard of presentation and identify high-risk issues.

To provide design/editing services for the newsletter, annual report, and strategic communications tools, and to supervise these publications through the printing process. Specifically, Communications Manager will collaborate with managers to establish "style guidelines" in order to ensure the production of/changes to signage, newsletter, business cards, stationary, brochures and website retain the cohesive "look and feel" of the organization[1]s most prominent communications tools.

Media Relations:

To develop and implement a media relations policy for the Center.

To provide high level media and presentation training for ED and to facilitate and provide quality assurance of such training for managers as needed.

To advise all managers on media response strategies, particularly regarding high risk issues.

To initiate briefings and high level contact with media to enhance their understanding of the Center and key issues it is involved with.

To provide first level response to media inquiries.

09/21/05

Internal Communications:

Within the context of the internal relations strategy, to assist the ED in building the new culture within the organization.

Prepare monthly activity reports to Board of Directors
Supervise gallery

Work with ED and Development committee in developing annual appeal, corporate appeal, grants opportunities and potential funding sources.

Approved May 2002

Director of Operations
Job Description

The Director of Operations is responsible for overall delivery of services at Cape Cod Community Media Center. The Director of Operations is responsible for ensuring that the Media Center philosophy for access training and delivery is upheld by education and outreach. This is a supervisory management position reporting directly to the Executive Director. All duties are to be performed by the Director of Operations with assistance from other staff, interns and volunteers, as needed.

Job Requirements

- Bachelor's, Associates degree or comparable training in communications, media arts or technical discipline..
- Minimum of 2 years experience in media production environment
- Proficient computer skills
- Excellent technical and troubleshooting skills
- Video and audio technical skills.
- Excellent organizational and communications skills
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team

Primary Job Responsibilities

- Full supervision and responsibilities of television production, computer operations, network IT
- Complete supervision of Operations staff including Training coordinator, Programming coordinator, Production Facilitator, operations volunteers and interns including evaluation and scheduling of work shifts, vacations and holiday schedules. All operations employees would report directly to Director of Operations
- Oversee/organize/maintain/ repair production equipment
- Maintain equipment data bases and all reporting functions
- Supervise and maintain computer lab and non linear editing facility
- Oversee all Media Center computer operations including software, hardware, networks and maintenance.
- Coordinate with Director of Training/ Curriculum on teaching non linear editing
- Training and management of portable studio
- Primary staff person in equipment management, organization and maintenance
- Recommend and track purchases of Media Center production supplies and materials. Purchase with prior authorization for major expenditures of Equipment Committee and/or Executive Director
- Order and track purchase of video and audio tape stock.
- Submit monthly reports to Executive Director

Scheduling

- Schedule and coordinate all aspects of the Access Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Other

- Oversee and implement all aspects of building and facility maintenance .
- Coordinate and implement all engineering and equipment maintenance procedures, as necessary.
- Assist in all day to day operational functions at the Media Center
- Perform all other duties that may be assigned

Approved March 2004

Director of Training and Curriculum
Job Description

Director of Training and Curriculum is responsible for overall delivery of services at the Cape Cod Community Media Center. The Director of Training and Curriculum is responsible for ensuring that the Media Center philosophy for access training and delivery is upheld by education and outreach. This is a department head position that reports to the Director of Operations. All duties are to be performed by the director with supervisory responsibilities of the Intern Certification program and volunteers working under their supervision.

Job Requirements

- Bachelor's or Associates degree in Communications, Education, or media arts.
- Minimum of 2 years experience in media production environment required.
- Computer skills, including skills with Windows, Macintosh, non linear editing and computer and video production graphics and related software programs
- Excellent communications skills; verbal and written
- Strong teaching skills for all levels and abilities
- Organizations skills including the ability to implement and utilize computer based scheduling materials effectively.
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team

Primary Job Responsibilities

- Coordinate all classes and teaching materials
- Teach all studio production and basic field production classes
- Coordinate, book and schedule instructors for editing, portable studio, intermediate and advanced workshop and production graphics
- Create, coordinate, oversee and upgrade training materials
- Submit monthly reports to Executive Director
- Coordinate and schedule Staff Training and Education program.

Scheduling

- Scheduling and coordination of all aspects of the Media Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Studio Supervision

- Facilitate and encourage program ideas and development for community producers and members. Coordinate delivery of finished programs to Program Coordinator for cablecasting.
- Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.
- Facilitate and coordinate production crews among community producers.

Training

- Implement training programs and assist in all aspects of training of members, interns and Media Center staff.
- Coordinate and teach classes including, but not limited to Basic Studio Production and Basic Field Production. Ensure that members are trained in a timely manner.
- Oversee Non Linear Edit training for producers by scheduling instructors from Media Center staff
- Assist Executive Director with various tasks as necessary, as well as be available to community producers, members and visitors in his absence.
- Assist in all day to day operational functions at the Media Center
- Perform all other duties that may be assigned

CAPE COD COMMUNITY TELEVISION CORPORATION, INC.
JOB DESCRIPTION
EXECUTIVE DIRECTOR

CORPORATION BACKGROUND

Cape Cod Community Television Corporation, Inc. (C3TV) is a private, nonprofit corporation created to oversee operation of the regional public access cable television channel in the towns of Barnstable, Chatham, Dennis, Harwich and Yarmouth. MediaOne provides cable services to those towns that have a subscriber base of approximately 57,500.

GENERAL STATEMENT OF DUTIES:

The Executive Director is responsible for the overall administration, operations and planning, as well as outreach and community service for the C3TV Access Center. These responsibilities are based upon a detailed knowledge of the principles, practices, and techniques of public, educational, and governmental access operations and knowledge of the Cable Television Act of 1984, as amended in 1992 and 1996, and an appreciation of the philosophies which underlie that federal legislation.

QUALIFICATIONS

- Graduation from an accredited four-year college or university and seven years experience in responsible cable television positions, or an equivalent combination of experience and education which provides the following skills and knowledge: Management experience with educational, governmental and/or public access operations and experience in teaching TV production classes or workshops
- A high degree of technical knowledge of cable television operations and proficiency in television program production
- Demonstrated ability to plan, organize, and orchestrate the activities of diverse groups of individuals, agencies, and organizations
- Ability to effectively manage the Corporation's material, fiscal, and human assets
- Ability to communicate effectively and to maintain good working relationships with public officials, agency staff, and the general public
- Ability to assemble, organize, and present financial and other factual information derived from a variety of original and secondary sources.

Responsibilities include:

ADMINISTRATIVE

- Maintain control over funds provided for the operations. Monitor operating expenses to assure cost effective operations and purchasing procedures.
- Prepare and present a monthly report on operations for the Board of Directors which describes current projects, accomplishments and potential problem areas. Provide a monthly report of expenses and income for the Board of Directors.
- Prepare and present to the Board for approval a yearly expense and capital budget with extended projections for three and five years.
- Establish goals and objectives by which the organization can be measured.
- Interpret, implement and enforce policies and procedures that have been established by the Board.

PERSONNEL

- Supervise and provide leadership to the staff.
- Interpret, implement and enforce personnel policies as determined by the Board.
- Establish and maintain procedures for evaluating staff on a continuing basis.

OPERATIONS & PLANNING

- Oversee development and implementation of training for all staff, volunteers and users.
- Oversee development and implementation of operating rules and procedures for members use of facilities, equipment and channel time.
- Oversee the maintenance and repair of television production equipment and computer equipment purchases.
- Oversee access facilities design, construction, and maintenance.
- Development of long range planning for existing and new community communications services along with the facilities, staffing, training and equipment necessary to provide those services and the development of negotiating strategies for these operating and capital needs for C3TV Access Center at renewal of license agreement.

OUTREACH AND COMMUNITY SERVICE

- Develop and implement an outreach program designed to inform the community and its institutions about the availability, goals and uses of public access.
- Actively seek out alternative sources of funding in the community through grants, annual appeals and other development strategies.
- Maintain a high level of visibility in the community and network with other nonprofit corporations to establish and maintain cooperative relationships with community agencies and institutions as well as with the public.
- Develop and maintain direct lines of communications with all users of access to provide support and assistance.

Administrative Assistant
Job Description

General Statement of Duties

The primary responsibilities of the Office Assistant are to assist the Director of Administration and Promotion with general office duties and membership. The Administrative Assistant reports to the Executive Director.

Job Requirements

- Basic computer skills.
- Good communications skills; verbal and written
- Good organizations skills.
- Ability to interact effectively with the public
- Ability to work as part of a cooperative team

Administrative

- Help to organize office procedures, maintain personnel records, and maintain Access Center files.
- Work with Director of Administration and Promotion to collect membership fees and all other sales receipts, and make weekly or bi-weekly deposits.
- Post checks and process financial receipts.
- Assist auditor with annual audit.
- Maintain membership database. Implement renewal procedures.
- Schedule members for basic studio production classes.
- Schedule the use of the conference room.
- Help to train volunteer receptionists and other clerical volunteers.
- Assist Director of Administration and Promotion with miscellaneous office tasks (ie: copying and filing) as needed.
- Perform all other duties that may be assigned.

Promotion

- Assist Development Committee with Annual Appeal.
- Assist with preparation for Annual Meeting and other events.
- Help with bulk mailing of monthly newsletter.
- Assist with administrative, clerical and promotional tasks for ten gallery exhibits per year.

Office Manager
Job Description

General Statement of Duties

The primary responsibilities of the Office Manager are to perform all general office duties and manage membership data. The Office Manager reports to the Executive Director.

Job Requirements

- Basic computer skills.
- Good communications skills; verbal and written
- Good organizations skills.
- Ability to interact effectively with the public
- Ability to work as part of a cooperative team

Administrative

- Help to organize office procedures, maintain personnel records, and maintain Access Center files.
- Collect all membership fees and all other sales receipts, and make weekly or bi-weekly deposits.
- Post checks and process financial receipts.
- Assist auditor with annual audit.
- Maintain membership database. Implement renewal procedures.
- Schedule members for basic studio production classes.
- Schedule the use of the conference room.
- Help to train volunteer receptionists and other clerical volunteers.
- Perform miscellaneous office tasks (ie: copying and filing) as needed.
- Perform all other duties that may be assigned.
- Provide calendar support to the Executive Director.
- Prepare monthly activity report to the Executive Director.

Promotion

- Assist Development Committee with Annual Appeal.
- Assist with preparation for Annual Meeting and other events.
- Help with bulk mailing of monthly newsletter.
- Assist with administrative, clerical and promotional tasks for ten gallery exhibits per year.

Production Facilitator
Job Description

The Production Facilitator shall assist in the overall delivery of services at the C3TV Access Center. The Production Facilitator is responsible for ensuring that the C3TV philosophy for access training and delivery is upheld by education and outreach. The Production Facilitator shall report directly to the Operations Manager.

Job Requirements

- Bachelor's, Associates degree or comparable training in communications, education or media arts.
- Minimum of 2 years experience in media production environment preferred.
- Computer skills, including Amiga, PC Windows and related software programs
- Excellent communications skills; verbal and written
- Organizations skills including the ability to implement and utilize scheduling materials effectively.
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team

Primary Job Responsibilities

- Primary responsibility to interact with new producers and/or production groups in developing new programs
- Reach out to community groups for program development
- Maintain "crew' lists and work to get crew with producers and producers with crew
- Program/promotional and PSA production assistance for community groups

Scheduling

- Schedule and coordinate all aspects of the Access Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Studio Supervision

- Facilitate and encourage program ideas and development for community producers and members. Coordinate delivery of finished programs to Program Coordinator for cablecasting.
- Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.

Other

- Assist in various training functions at the Access Center.
- Assist in all day to day operational functions at C3TV
- Perform all other duties that may be assigned

Production Services Coordinator

Job Description

The Production Services Coordinator works under the supervision of the Executive Director. The primary job responsibility is to interact with non-profit, community groups or business groups with the goal of facilitating television productions and media content.

The Production Services Coordinator will also coordinate the development and production of local-origination programming for the Media Center. The Production Services Coordinator will be instrumental to the Media Center's fulfillment of its contractual obligation to provide the towns served with local origination programming.

Job Requirements

- Bachelor's degree in Communications or Media Arts.
- Demonstrated knowledge and skills with current digital media content production tools and software. Including non-linear video editing, studio and field based video production.
- Excellent communications skills; verbal and written.
- Organizational skills, including the ability to implement and utilize scheduling materials effectively.
- Ability to interact effectively with the community leaders and the public; and facilitate groups in communication implementation
- Ability to work independently, and also as part of a cooperative team.

Primary Job Responsibilities

- Assist community groups in pre-production, production and post-production phases of producing media content. Duties include, but not limited to:
    - Organize budgets and production schedules
    - Supervise program planning and production.
      Assist community based groups in using video and multimedia in their marketing and promotional mix, including developing and implementing programs, series, PSAs and campaign ideas.
    - Facilitate and encourage program ideas and development for community groups and non profits.
    - Coordinate delivery of finished programs.
    - Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.
    - Participate in the pre-production, production and post-production phases of the local-origination programming initiatives for the Media Center.
    - Develop, maintain and coordinate volunteer production crews, as needed.

Other Duties

- Assist Media Center Operations staff in various tasks as requested by the Executive Director.
- Development of client base and scope of services.
- Management of database of client's served.
- Provide significant input to development of informational materials regarding the Media Center's Production Services.
- The PSC is available to consult with Media Center producers (as his/her time allows), and may be called upon to teach two advanced level workshops per year.
- May be required to cover supervisory shift at Media Center as requested.
- Perform various other duties as requested.

Program Coordinator
Job Description

The Program Coordinator is responsible for overall delivery of services at the Cape Cod Community Media Center. The Program Coordinator is responsible for preparation, organization and coordination of all aspects of program delivery and scheduling. The Program Coordinator is also involved in access television training and delivery, studio supervision and instruction in video and audio production and editing. All duties are to be performed by the coordinator with assistance from other staff, interns and volunteers, as needed.

Job Requirements

- Bachelor's, Associates degree or comparable training in communications, Education or media arts.
- Minimum of 2 years experience in media production environment required.
- Strong computer skills, including PC Windows, Macintosh and/or related software programs
- Television, video and audio production skills a plus
- Excellent communications skills; verbal and written
- Organizations skills including the ability to implement and utilize scheduling materials effectively.
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team

Primary Job Responsibilities

- Coordinate all program schedules
- Produce daily program logs and monthly grids
- Implement and upgrade all programming promotional material
- Interface with existing and develop new avenues to disperse programs, program schedules and materials
- Oversee Community Bulletin Board
- Submit monthly reports to Executive Director

Scheduling

- Schedule and coordinate of all aspects of the Media Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Studio Supervision

- Facilitate and encourage program ideas and development for community producers and members. Coordinate delivery of finished programs to Master Control for cablecasting.
- Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.
- Supervise operation of Master control.

Other

- Assist in various training functions at the Media Center.
- Assist in all day to day operational functions at Cape Cod Community Media Center
- Perform all other duties that may be assigned

Training Coordinator
Job Description

Training Coordinator is responsible for overall delivery of services at the C3TV Access Center. Training Coordinator is responsible for ensuring that the C3TV philosophy for access training and delivery is upheld by education and outreach. This is a department head position reporting directly to the Executive Director. All duties are to be performed by the director with supervisory responsibilities of interns and volunteers working under their supervision.

Job Requirements

- Bachelor's or Associates degree in Communications, Education, or media arts.
- Minimum of 2 years experience in media production environment required.
- Computer skills, including Amiga, PC Windows and related software programs
- Excellent communications skills; verbal and written
- Teaching skills for all levels and abilities
- Organizations skills including the ability to implement and utilize scheduling materials effectively.
- Ability to interact effectively with the public
- Ability to work independently, and also as part of a cooperative team

Primary Job Responsibilities

- Coordinate all classes and teaching materials
- Teach all studio production and basic field production classes
- Coordinate, book and schedule instructors for editing, portable studio, intermediate and advanced workshop and production graphics
- Coordinate, oversee and upgrade training materials
- Management of Community Bulletin Board and database
- Submit monthly reports to Executive Director

Scheduling

- Scheduling and coordination of all aspects of the Access Center, including, but not limited to studio times, audio and video edit suites and portable field equipment.

Studio Supervision

- Facilitate and encourage program ideas and development for community producers and members. Coordinate delivery of finished programs to Program Coordinator for cablecasting.
- Supervise and assist all aspects of production in studio and field, and encourage proper completion of productions.
- Facilitate and coordinate production crews among community producers.
- Supervise operation of Master control and /or Master control volunteers for assigned shifts.in conjunction with Program Coordinator

Training

- Implement training programs and assist in all aspects of training of members, interns and C3TV staff.
- Coordinate and teach classes including, but not limited to Basic Studio Production and Basic Field Production. Ensure that members are trained in a timely manner.
- Maintain and update the Community Bulletin Board
- Teach and/or assist in the training of volunteers on the Amiga computer
- Supervise and maintain database records on all Community Bulletin Board users
- Assist Executive Director with various tasks as necessary, as well as be available to community producers, members and visitors in his absence.
- Assist in all day to day operational functions at C3TV
- Perform all other duties that may be assigned

CAPE COD COMMUNITY TELEVISION CORPORATION (C3TV)
PERSONNEL POLICIES AND PROCEDURES
Amended March 21, 2002

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CAPE COD COMMUNITY TELEVISION (C3TV)
PERSONNEL POLICIES AND PROCEDURES

POLICY I: GENERAL PROVISIONS

Section 1.01 **PURPOSE OF POLICIES AND PROCEDURES**

The purpose of these rules and regulations is to promote understanding, cooperation, efficiency and unity among the employees of C3TV They are intended to establish systematic and equitable procedures and to provide uniform policies for the treatment of all employees. They are not intended to be, nor do they represent, any kind of employment contract or agreement.

Section 1.02 **DISTRIBUTION**

Each permanent employee will be given a copy of these policies and procedures. A copy will also be available for review in the C3TV office during regular business hours.

Section 1.03 **EMPLOYEE REVIEW**

Each employee is responsible for becoming familiar with these provisions. Any questions regarding the interpretation or application of the personnel rules should be directed to the employee's immediate supervisor or the Executive Director. Failure to be familiar with these policies and procedures will not be an excuse for failure to comply with them.

Section 1.04 **AMENDMENTS**

Each employee should understand that the provisions of these policies and procedures as originally drafted, or as they existed when the employee was hired, are subject to change. Therefore, the terms and conditions of employment, to the extent affected by these personnel rules, are understood to be subject to change from time to time.

The Executive Director may prepare amendments to these policies as may be deemed necessary or desirable. Any amendments will become effective upon approval by the Board of Directors and will be distributed to all permanent employees.

Section 1.05 **SEPARABILITY**

Should any provision of these policies, as they may be amended, repealed or supplemented from time to time, be held unlawful, unenforceable or otherwise invalid by any judicial or legislative tribunal of competent jurisdiction, then that decision shall apply only to the specific provision. The remaining provisions of these rules shall remain to be in full force and effect.

POLICY II: APPLICATIONS FOR EMPLOYMENT

Section 2.01 **RECRUITMENT AND SELECTION**

The decision to fill vacant positions will be made by the Personnel Committee on a position-by-position basis. When authorized by the Board, the Executive Director will establish a procedure for recruiting and selecting individuals to fill vacant positions.

Section 2.02 **EQUAL EMPLOYMENT OPPORTUNITY**

C3TV affirms the right of equal employment opportunity for all persons, regardless or race, color, religion, sex, sexual preference, national origin, age, or disability.

Section 2.03 **LIFE OF APPLICATIONS**

An application or resume submitted for employment may be kept on file for twelve (12) months.

POLICY III: EMPLOYMENT STATUS

Section 3.01 **TYPES OF EMPLOYMENT**

Full time employees are those whose normal hours of work are forty (40) hours or more per week.

Part-time employees are those whose normal hours of work are less than forty (40) hours per week.

Section 3.02 **EMPLOYMENT STATUS**

Permanent employees are those who have successfully completed their initial probationary period, as demonstrated by a performance evaluation of satisfactory or better.

Probationary employees are those who are experiencing a working test period of a minimum of six months. They may be newly hired employees, full-time employees who have been promoted, or an employee who has received a probationary warning as a result of poor performance. During this time, employees are required to demonstrate by their actual performance their fitness for the duties to which they have been assigned.

Contract employees, including student interns, are those whose employment is for a specific period of time or for a specific purpose. Contract employees are not eligible for employee benefits, vacation, holiday pay or sick leave.

Section 3.03 **PROBATIONARY PERIOD**

New Employees

Each new full-time employee is required to serve a probationary period of six months. At the discretion of the Executive Director, an employee's probationary period may be extended if it is determined that an additional period of observation and evaluation would be in the best interest of C3TV.

While serving a probationary period, employees are eligible to earn and use sick leave credit. Vacation time is accumulated during the probationary period and may be used once nine (9) months of employment have been completed. If an employee leaves prior to nine months of employment, she/he will be paid for accrued vacation.

If the employee has violated any of these policies, the employee will be discharged without notice and without cause, within the first three months of employment. Such an employee shall not have recourse to grievance or other formal procedures, during the first three months of employment.

During the second three months of the six-month probationary period, the new employee has recourse to grievance or other formal procedures. All full-time and part-time employees, not in the probationary period for new employees, have recourse to grievance and other formal procedures.

An employee who successfully completes the probationary period will become a permanent employee. Continued employment, however, depends upon the employee's interest in the work, quality of work and ability to work with other employees. Employees who do not complete the probationary period with at least a satisfactory rating will be dismissed.

Promotional Probationary Period

Employees who receive promotions are required to serve a six (6) month probationary period. At the discretion of the Executive Director, the probationary period may be extended for a reasonable amount of time.

Employees serving a promotional probationary period are eligible to earn and use sick and vacation leave credit during their probationary period.

An unsatisfactory probationary employee may:

---be returned to the position in which they were serving prior to the promotion, provided that an appropriate vacancy exists; or

---be removed from employment with C3TV.

Probationary Warning

Any employee may be placed on probationary warning status as a result of disciplinary action or unsatisfactory job performance evaluation. This action may be initiated by the employee's supervisor, with the approval of the Executive Director.

Employees who do not complete the probationary warning period with at least a satisfactory rating will be dismissed.

POLICY IV: COMPENSATION

Section 4.01 **JOB DESCRIPTION**

Job descriptions will be prepared and maintained for each position at C3TV.

Section 4.02 **SALARY INCREASES**

Salary increases must be earned through quality performance and are neither automatic nor related to length of service.

Any salary increase of the staff will be contingent upon the recommendation of the Executive Director and the approval of the Board of Directors whose decision will be based upon the employee's supervisor and the personal observations of the Executive Director. Salary increases may be granted in whole or in part as determined by the Executive Director**.** Upon satisfactory evaluation the employee will be entitled to a merit increase of up to 2%. A satisfactory evaluation is necessary to be entitled to this increase

In addition to the merit increase, a cost of living increase (COLA) may be given in January of each year as approved by the Board of Directors.

Section 4.03 **PROMOTIONS**

All promotions will be made at the recommendation of the Executive Director with the approval by the Board.

Employees receiving promotions will serve a probationary period in accordance with Section 3.03 (Promotional Probationary Period) of these policies. No promotional appointment will be final until the employee has satisfactorily completed the probationary period.

Section 4.04 **GARNISHMENT OF WAGES**

An employee's wages will be garnished when the Executive Director receives a legal Court order mandating such action.

Section 4.05 **OVERTIME**

Any employee that works, or is asked to work over 40 hours in a given week, shall be paid time and ½ for any hours over 40 worked. All overtime must have prior approval of the Executive Director.

POLICY V: EMPLOYEE BENEFITS

Section 5.01 **INSURANCE**

Full-time C3TV employees are entitled to participate in the benefit program described below persuant to the conditions list.

Contributions Policy:
C3TV will pay 80% of an employee's individual health premium.
C3TV will pay 50% of an employee's family health premium.

Waiting period: 60 days from employment to nearest first of the month.

Definition of an employee--
Full-time--An employee who works forth (40) hours or more per week receives coverage.
Part-time-An employee who works less than forty (40) hours per week receives no coverage.
Intern, temporary staff, volunteer--No coverage.

Waiver of Coverage Form: Any employee who is eligible for coverage but chooses not to participate in the insurance program must sign a waiver of coverage form.

All of the aforementioned insurance will be provided only to employees who are eligible, according to the terms of each policy and only so long as coverage can be obtained at a reasonable cost. C3TV reserves the right to change its insurance coverage its insurance carriers at any time and for any reason.

Section 5.02 **WORKERS COMPENSATION**

All employees are covered by the Workers Compensation Law of Massachusetts for injuries sustained in performance of the job. All claims for Workers Compensation should be filed through the Executive Director.

Section 5.03 **UNEMPLOYMENT COMPENSATION**

Unemployment Compensation shall be provided as required by State law.

POLICY VI: ALLOWANCES

Section 6.01 **AUTOMOBILE REIMBURSEMENT**

Employees who use their vehicles in the conduct of official C3TV business will be compensated at the rate established by the Treasurer as approved by the Board. All requests for reimbursements must be in writing.

Section 6.02 **HOST EXPENSES**

C3TV employees may occasionally find it necessary to host non-employees in the course of C3TV business, thereby incurring expenses for meals, transportation or lodging. In such cases, reimbursement shall be allowed on an actual expense basis with the prior approval of the Executive Director.

Section 6.03 **TRAVEL EXPENSES**

Directors, members and employees of C3TV who are approved to travel on C3TV business will be reimbursed for expenses incurred in accordance with the provisions of this policy subject to budget constraints.

Expenses Approved for Reimbursement

Transportation: Compensation will be authorized for that mode of transportation which is in the best interest of C3TV. Generally, this will mean the least expensive mode of travel.

When air transportation is authorized, compensation shall be made for "coach" air fare. If the desired point of destination is not served by air, fare to the nearest city will be allowed along with round-trip taxi or bus fare to and from the destination.

Use of a personal vehicle will be reimbursed at the current authorized rate. Reimbursement for toll charges and parking, including airport parking, will be allowed if receipts are submitted. Costs for traffic fines or parking violations are not reimbursable.

No matter what mode of travel is authorized, expenses for local transportation, such as bus or taxi fares, will be reimbursed only when such expenses are necessary for approved functions.

Unused portions of airplane, railroad and bus tickets are subject to refund and all steps necessary to secure such refunds shall be taken by the employee.

Lodging: Expenses will be allowed for adequate lodging when accompanied by a properly executed receipt. Hotel or motel accommodations are limited to medium-priced rooms. When an official or employee is accompanied by a family member, reimbursement will only be made on a single room rate, which must be indicated on the hotel or motel receipt.

Meals: Officials and employees of C3TV may be reimbursed for meals on a per diem basis while on C3TV business. The total meal allowance per day will be at the current authorized rate. If the actual expense is less than the meal allowance, the difference must be returned to C3TV.

Telephone and Telegraph: Telephone calls, both local and long distance, together with telegraph charges, will only be allowed if such calls were required by official C3TV business.

Tips and Gratuities: It is understood that in traveling it is necessary to give gratuities. A reasonable amount, not to exceed fifteen percent (15%), will be permitted.

Registration Fees, Books, Etc.: Fees charged for registration at any convention or meetings are allowed for reimbursement. A receipt of the fee should be included with the expense report. Officials, members or employees attending conventions are requested to file a copy of the convention program or some other evidence showing the name, dates and place of the meeting. Books or pamphlets offered for sale which are not required conference materials and purchased at conventions or conferences will not be reimbursed.

Sundry Expenses: Other expenses necessary for the successful completion of C3TV business, such as postage and parking, may be reimbursed on a case by case basis at the discretion of the Executive Director.

Non-Reimbursable Expenses

Specifically prohibited are reimbursements for the purchase of personal items, alcoholic beverages, and entertainment not scheduled in the convention program.

Reimbursements for expenses of family members who accompany the official or employee on the trip are also prohibited.

Section 6.04 **PROFESSIONAL DEVELOPMENT**

C3TV offers opportunity and encouragement to employees who desire to further develop their skills and keep abreast of new techniques and advancements in the field. Selection of relevant seminars and conferences and the determination of who will attend will be made by the Executive Director on an annual basis, subject to the availability of funds and benefit to C3TV.

Within budget limitations, permanent employees may receive reimbursement for the tuition for job-related courses. Tuition reimbursement must be approved in advanced by the Executive Director.

Payment of tuition reimbursement shall be subject to the following guidelines.

1. The course or courses must be taken from an accredited or approved college, university, secondary school, technical institute or trade school;

2. The course(s) must be directly related to the employee's current position or must be part of a degree program related to the employee's current position;

3. The maximum amount that C3TV will pay in tuition reimbursement for any course will be 75% of the cost of the course.

4. No reimbursement will be made for undergraduate course in which the grade received is less than a "C" or for graduate courses in which the grade received is less than a "B".

5. The employee will receive the appropriate amount of reimbursement following the submission of proper documentation attesting to the satisfactory completion of the course

.

Participation in the Tuition Reimbursement Program is limited and applications will be approved based on the availability of funds and the needs of C3TV.

Notwithstanding the above, employees who are required or directed by their supervisor or the Executive Director to attend training courses shall have the tuition for the course paid for by C3TV.

POLICY VII: ATTENDANCE AND LEAVE

Section 7.01 **HOURS OF WORK**

While full-time employees will normally work forty (40) hours per week, specific work schedules will be developed by the supervisors and/or the Executive Director to accommodate the needs of C3TV. Every employee will, on occasion, be required to work some shifts on nights, weekends and holidays. Every effort will be made to accommodate individual work schedule requests, but the nature of C3TV's business will make it impossible to grant all such requests.

The Executive Director is responsible for ensuring that accurate time and leave records are maintained for all employees.

All employees are expected to be present on their jobs during their scheduled hours of work. If an employee must be absent from work, it is that employee's responsibility to inform his/her supervisor or the Executive Director of the absence prior to his/her scheduled work time.

Unauthorized absence (i.e. absence without approved leave) will constitute cause for disciplinary action, up to and including dismissal.

Section 7.02 **HOLIDAYS**

C3TV will observe the following days as paid holidays:

January:	New Year's Day
	Martin Luther King's Birthday
February	Presidents' Day
May:	Memorial Day
July:	Independence Day
September:	Labor Day
October	Columbus Day
November:	Veteran's Day
	Thanksgiving Day and day after
December:	Christmas Day

The Executive Director is authorized to make adjustments in the holidays designated above, particularly when any of the designated days fall on a Saturday or Sunday, providing that there are a total of eleven (11) paid holidays for any one calendar year.

Contract employees and student interns will not be compensated for holidays.

Section 7.03 **VACATION LEAVE**

Accrual: C3TV employees will accumulate paid vacation leave as follows:

	Full-Time	Part-Time
1st year	5 days	5 half days
2nd to 4th year	10 days	10
5th to 7th year	15 days	15

Employees may not take pay in lieu of vacations. Contract employees and student interns do not accrue vacation leave.

When an employee becomes eligible for an increased rate of accumulation due to length of service, the higher rate of accumulation will begin at the start of the pay period which is closest to the anniversary of the employee's date of hire.

Scheduling: Although new employees begin accruing vacation leave beginning with their date of hire, they may not use vacation leave for a period of nine (9) months after initial appointment.

All requests for vacation must be submitted to the supervisor and/or Executive Director at least thirty (30) calendar days prior to the beginning of such leave. Vacation will be approved at the discretion of the Executive Director based on staffing requirements and the needs of C3TV.

Section 7.04 **SICK OR PERSONAL LEAVE**

Accrual

All permanent employees are entitled to a maximum five (5) paid days of sick or personal leave per year at the discretion of the Executive Director. Unused days are not cumulative.

Use

Sick or personal leave may not be used as vacation leave or extra time off, but may only be used for absences due to illness, injury, exposure to contagious disease, pregnancy and to illness or dental or doctors' appointments. The abuse of sick leave is grounds for discipline, up to and including dismissal.

The Executive Director may after three (3) consecutive days require a physician's certification as proof of illness before sick leave compensation is paid.

Reporting Requirements

An employee must notify the supervisor or Executive Director prior to the scheduled start of his/her working day the employee will be absent due to illness. If the absence extends beyond one day, the employee must make periodic reports to C3TV office of his/her progress and the anticipated date of return. Failure to notify C3TV office of absence and the reason for the absence may be grounds for refusal to pay sick leave compensation.

Sick or personal leave records shall be maintained by the Executive Director.

Section 7.05 **FUNERAL LEAVE**

Any probationary or permanent employee may receive up to three days of paid leave, not to be deducted from accumulated sick or personal leave or vacation leave credits, to attend the funeral of a member of the employee's immediate family, including significant others.

For purposes of this policy, immediate family includes:

Spouse, significant other
Child, stepchild
Parent, parent-in-law
Brother, brother-in-law
Sister, sister-in-law
Grandparent, grandparent-in-law
Any other members of the employee's family residing in the employee's household.

Up to three (3) days of unpaid leave may be granted to a probationary or permanent employee to attend the funeral of a member of the employee's family not included in the definitions set forth above. In lieu of unpaid leave, the affected employee may request the use of accumulated vacation leave or sick or personal leave.

Whenever practicable, any funeral leave, paid or unpaid, shall be approved in advance by the Executive Director.

Section 7.06 **LEAVE OF ABSENCE WITHOUT PAY**

A leave of absence without pay for personal reasons may be granted at the discretion of the Executive Director for a period not to exceed ninety (90) calendar days.

Upon returning from a leave of absence without pay, the employee may return to his/her previous position, provided that position exists.

For a leave of absence without pay which lasts longer than two weeks, the employee may request C3TV continue to pay its share of the employee's medical and life insurance. However, should the employee not return as scheduled at the end of the leave, the employee shall reimburse C3TV for such insurance, the cost of which may be deducted from any pay due the employee upon C3TV.

An employee who wishes to return to work earlier than the end of the leave date as set by the employee and the Executive Director shall notify the supervisor and the Executive Director one week in advance of the date he/she wishes to return to work.

Section 7.07 **JURY DUTY AND COURT LEAVE**

Jury Duty

An employee who is called to serve as a juror in any court or who is subpoenaed as a witness may be excused from work for the time required for the service. The employee will continue to receive his/her regular pay during the period he/she must be in court. Any fees received by the employee, as a juror, equivalent to his/her regular pay during the period employee must be in court, must be turned over to C3TV.

The employee must present official notification or a subpoena to the Executive Director as evidence of jury duty and must provide a telephone number where the employee can be reached.

An employee responding to a jury summons is expected to notify his/her supervisor each day regarding that day's jury status. When not required to be in court, an employee is expected to return to work.

Job Related Court Appearances

Any probationary or permanent full-time employee will receive time off without loss of pay when subpoenaed to appear before a court, public body or commission in a matter related to his/her official duties. Any witness fees, equivalent to the employee's regular pay during the period he/she must be in court, must be turned over to C3TV within three (3) days of the receipt of such fees.

Other Non-Job Related Court Appearances

If an employee must be absent from work for a court appearance to which he/she is a party, or to appear as a witness or for any other non-job-related reason, the employee must use vacation leave, or leave without pay.

POLICY VIII: EMPLOYEE PERFORMANCE AND CONDUCT

Section 8.01 **PERFORMANCE EVALUATIONS**

Each employee shall be evaluated periodically with regard to the quantity and quality of work performed, the manner in which service is rendered, the use or abuse of leave privileges and any other standards that fairly measure the employee's job performance.

Performance ratings from past performance evaluations will be considered in making promotions, granting salary increases, suggesting areas of improvement and remedial action and taking disciplinary actions.

Performance evaluations will be performed by the Executive Director and will be regularly scheduled for each employee at the end of a probationary period, and on an annual basis, at the anniversary of the date of hire. An employee and/or the Executive Director may request additional reviews.

Section 8.02 **DISCIPLINARY PROCEDURE**

While no set of rules can address every situation, the policy of C3TV is to employ a system of remediation, which will help the employee by taking early steps to correct unacceptable performance or behavior. Therefore, the supervisor will begin by suggesting areas of improvement and will provide a plan for remediation. If unacceptable performance and/or behavior persists, the supervisor will usually begin by imposing the least severe type of discipline, such as oral or written reprimands. If the undesirable behavior persists, more and more severe measures may be imposed, up to and including dismissal. However, the type of disciplinary action will be matched to the severity of the offense, and it is possible that a first offense may justify a stiff suspension or even dismissal.

Grounds for remediation and/or discipline include, but are not limited to, incompetence, inefficiency, dishonesty, use and abuse of alcohol or drugs, repeated tardiness, insubordination, discourteous treatment of the public, neglect of duty, violation of the laws of the Commonwealth of Massachusetts or the United States of America, violation of these rules or other rules of the Executive Director or of the supervisor, any other failure of good behavior, or any acts of misfeasance, malfeasance or nonfeasance in office.

The Executive Director is the only individual with the authority to dismiss C3TV employees.

Section 8.03 **APPEAL OF DISMISSAL ACTION**

Any permanent employee who has been removed from his/her position may request a hearing before the Personnel Committee. The request must be made in writing and must be received by the Executive Director or his/her designee within five (5) working days of the date of the Executive Director's action. A hearing before the Personnel Committee will then be scheduled within fifteen (15) days of receipt of the request for an appeal. The decisions of the Personnel Committee are final.

During the process of appeal of dismissal, the employee will continue to receive his/her regular pay.

If the employee does not appeal a dismissal within the time limit, the employee will be considered to have waived his/her right of appeal and the matter will be considered resolved.

Contract employees may not appeal disciplinary actions taken against them. New employees, during the first three months of the six month probationary period, may not appeal disciplinary action taken against them. New employees, during the second three months of the probationary period, do have recourse to grievance and appeal procedures. Employees who ar serving a promotional probationary period have recourse to grievance and appeal procedures. All other full-time and part-time employees, not mentioned previously, have recourse to grievance and appeal procedures.

Section 8.04 **GRIEVANCE PROCEDURES**

Reviewable Issues

To be reviewable under the grievance procedure, an issue must:

Concern matter(s) or incident(s) that have occurred; result from an act or omission by management regarding work conditions or other aspects of employee-employer relations over which a supervisor has control; arise out of a specific situation or act which has resulted in inequity or damage to the employee.

General Provisions

Grievances may be initiated only by the employee concerned and may not be pursued without the affected employee's consent.

Grievances must be initiated in writing within thirty (30) calendar days from the date of the act or from when the employee became aware of the occurrence. Repeated filing of grievances concerning the same issue which has been denied will not be permitted. The employee may designate a representative at any step of the procedure.

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

If the grievance involves a group of employees or a number of employees filing separate grievances on the same matter, the grievance may be handled as a single grievance.

Any grievance shall be considered resolved at the completion of any step if all parties are satisfied or if neither party presents the matter to the next step of the procedure within the prescribed period of time.

Grievance Procedure Steps

Step One: It is the responsibility of employees who believe that they have a bona fide complaint concerning their work conditions to promptly inform and discuss, with their immediate supervisor, in order to in good faith, endeavor to clarify the matter expeditiously and informally at the employee-supervisor level. In this discussion the employee verbally expresses the problem and the suggested solution. Within five (5) working days, or less, the supervisor shall give an oral response to the employee. Every possible effort should be made to resolve the problem at this step. If the employee and supervisor cannot reach an agreement as to a solution of the grievance, the employee, shall within five (5) working days or less:

Step Two: Prepare the written Employee Grievance and give it to his/her immediate supervisor. The supervisor will endorse his/her comments theron and within five (5) working days return it to the employee. Should the grievance be against the Executive Director, it shall be presented, in writing, to the Personnel Committee of the Board of Directors.

Step Three: If the written response of the supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Executive Director within five (5) working days of the grievant's receipt of the supervisor's response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within five (5) working days of having received the written grievance or the meeting, whichever is later, the Executive Director shall submit his/her response to the grievant.

Step Four: If the Executive Director's solution to the grievance is not acceptable, the employee will indicate in writing that review is requested by the Personnel Committee and forward to the Personnel Committee chairperson, within five (5) working days of the grievant's receipt of the Executive Director's response. An employee may request a hearing before the Personnel Committee, prior to the Personnel Committee's final decision. The Personnel Committee will provide a final decision to the grievant within ten (10) working days from the date of receipt of the grievance and forward the answer to the grievant.

POLICY IX: PERSONNEL RECORDS

Section 9.01 PERSONNEL FILE

A permanent personnel file will be maintained for each employee and will remain in the custody of the Executive Director. The personnel file will contain the official records of C3TV regarding the employment of the employee.

An employee may review his/her personnel file at reasonable times during normal office hours upon request to the Executive Director. Copies of official documents will be made available to the employee, but will be clearly marked "Employee's Copy".

Section 9.02 PERSONNEL RECORD CHANGES

In order to insure that the current personnel records are maintained, it is the employee's responsibility to notify the supervisor and the Executive Director, in writing, of any change in name, address or telephone number.

Any changes, such as changes in marital status or the acquisition of traffic citations, which may affect those insurance policies funded in whole or in part by C3TV must also be reported to the Executive Director.

Failure to notify the appropriate personnel of such changes may result in disciplinary action.

POLICY X: SAFETY AND HEALTH

Section 10.01 **SAFETY**

It is the responsibility of all C3TV employees to conduct themselves in a save manner while on the job.

Any employee who is aware of safety hazards such as unsafe equipment, conditions or practices by fellow employees must report the situation immediately to his/her supervisor.

Acting in an unsafe manner or failure to note unsafe conditions is a cause for discipline.

Employees who are receiving medication or treatment for an illness, injury, medical or mental condition are required to inform their supervisors of the medication or treatment if there are any potential side effects attributed to the medication or treatment which might present an unsafe condition to the employee, his/her co-workers or the general public.

Employees are also required to inform their supervisors of any condition which might require special treatment in case of accident or emergency. For their own safety, employees who may be subject to seizures, bleeding, blackouts, coma or other such conditions should advise their supervisors of their conditions.

If there is any question of an employee's ability to operate equipment or to perform certain jobs safely due to a specific condition, the question may be referred to a physician for an opinion. In all cases, the safety of the employees and the general public will be of the highest priority.

The Executive Director will make the final determination of an employee's fitness to work.

Section 10.02 **ALCOHOL AND DRUG USE**

Reporting to work under the influence of alcohol or controlled substances, or the use of alcohol or controlled substances during working hours is prohibited and may result in disciplinary action, up to an including dismissal.

Section 10.03 **MEDICAL EXAMINATIONS**

The Executive Director has the authority to require that an employee produce a note or detailed report from the employee's personal physician justifying the use of or request for sick leave, injury leave, maternity leave, special or light duty, resumption of regular duty. (Also see Policy VII, Section 7.04.)

An employee may be required to provide a detailed report from his/her physician and/or submit to an examination by a designated physician or similar professional if the employee's work attendance or other signs indicate that the employee may have health problems. In this situation, the employee will be required to sign a release permitting the physician or similar professional to furnish such report to C3TV for evaluation.

An examination required by C3TV and performed by a designated physician or similar professional will be paid for by the C3TV.

POLICY XI: BASIC WORKING CONDITIONS AND PRACTICES

Section 11.01 **APPROPRIATE DRESS**

While at work, employees must dress appropriately for the work which they perform.

A supervisor may require an employee who is dressed inappropriately to change clothes before continuing work.

Section 11.02 **OUTSIDE EMPLOYMENT**

All requests for outside employment by full-time permanent employees must be approved by the Executive Director. In considering such requests, the Executive Director may consider the effect of outside employment on the employee's attendance, the quality and/or quantity of the employee's work, the public's confidence in C3TV, and/or whether it could result in a conflict of interest or is disadvantageous to C3TV.

During the course of approved outside employment, the Executive Director may order the employee to terminate such employment when it affects the employee's attendance, the quality and/or quantity of the employee's work, and the public's confidence in C3TV or it results in a conflict of interest or is disadvantageous to C3TV.

Section 11.03 **CREATIVE EFFORTS**

Anything created by an employee for C3TV is the property of C3TV.

Section 11.04 **RESIDENCE**

Although it is a policy of C3TV to encourage employees to live within the boundaries of C3TV, the five towns of Dennis, Harwich, Barnstable, Chatham and Yarmouth residence is not a prerequisite for obtaining or continuing employment.

Section 11.05 **ETHICS OF C3TV EMPLOYMENT**

The nature of C3TV employment requires that officials be agents of the public that employees be employed for the benefit of the public. Consequently, such officials and employees are bound to observe in their acts the highest standards of integrity and to faithfully discharge their duties. In recognition of these obligations certain ethical principles shall govern the conduct of all officials and employees of Cape Cod Community Television Corporation. Therefore:

No employee shall use his/her position for personal gain, or shall engage in any business or transaction or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his/her duties;

No employee shall, without authorization of the Executive Director, disclose confidential information concerning the property, governance or affairs of C3TV. Nor shall he/she use such information to advance the financial or other private interest of him/herself or others;

No employee shall accept any gift, whether in the form of service, loan, item or promise from any person, firm or corporation which is interested directly or indirectly in any manner whatsoever in business dealings with C3TV; nor shall an employee accept any gift, favor or item of value that may tend to influence an employee in the discharge of his/her duties or grant in the discharge of the employee's duties any improper favor, service or item of value;

Any employee offered a gift or favor should inform his/her supervisor and/or the Executive Director of the gift offer. No employee shall accept from any contractor or supplier doing business with C3TV any material or service for the private use of the employee;

No employee shall represent private interests against the interest of C3TV in any action or proceedings of which C3TV is a part;

If a member of an employee's family has a connection with a company doing business with C3TV, that employee should inform the Executive Director;

The violation of any provision of this policy may constitute grounds for disciplinary action, up to and including dismissal.

SEXUAL HARASSMENT: STATEMENT OF POLICY

Policy

As a result of the enactment of M.G.L. Chapter 151B, Section 3A., "An Act Relative to Sexual Harassment and Training in the Workplace," all corporations with six or more employees doing business in Massachusetts are required to adopt sexual harassment policies. Cape Cod Community Television Corporation, Inc. is committed to providing a professional work environment in which all individuals are treated equally with respect and dignity. In keeping with this commitment, Cape Cod Community Television Corporation, Inc. strives to create an atmosphere that promotes equal opportunities and prohibits discriminatory practice including sexual harassment.

Sexual harassment, whether verbal, physical, or environmental and whether in the work place or in other work-related settings, is unlawful and unacceptable. Sexual harassment will not be tolerated. Similarly, any retaliation against an individual who complains about sexual harassment, or against individuals who cooperate with an investigation of a sexual harassment complaint, is unlawful and also will not be tolerated.

This policy covers all employees. For the purpose of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature, when; (1) submission to or rejection of this conduct by an individual is made a condition of employment; or (2) submission to or rejection of this conduct is used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; or (3) this conduct substantially interferes with an individual's employment by creating an intimidating, hostile or offensive environment.

Definitions

Definitions regarding sexual harassment are broad and will include any unwelcome sexually oriented conduct, whether intended or not, which may include, depending on the circumstances, the following: Subtle or overt pressure for sexual favors; Derogatory or vulgar statements regarding sexuality or gender; Leering; Unwelcome touching, patting, pinching; Whistling or "cat calls"; Physical assault or coerced sexual acts; Gossip regarding one's sex life; Comments on an individuals body or about one's sexual activity, deficiencies or prowess; Unwanted sexual compliments, innuendoes, suggestions or jokes; and/or Turning work discussions into sexual topics or displaying sexually suggestive visual material.

Both perpetrators and victims of sexual harassment can be of either gender.

Procedures

Allegations of sexual harassment are taken seriously and receive a prompt response. Where demonstrated that such harassment has occurred, Cape Cod Community Television Corporation, Inc. will act promptly to eliminate the harassment and impose such corrective or disciplinary action as is necessary and appropriate.

Cape Cod Community Television Corporation, Inc. encourages reporting of all incidents regardless of who the offender may be, and encourages anyone who has observed an offensive behavior to report it even if he of she is not the target of the behavior. Individuals who believe they are being harassed should firmly and promptly notify the offender (in front of a witness when practical) that his or her behavior is unacceptable and is unwelcome.

It is also recognized that it may be difficult for individuals to confront the offender. Therefore, any individual who believes that he or she has been sexually harassed should immediately report the incident to the Executive Director, orally or in writing. If the complaint is against the Executive Director, or a member of the Board of Directors, it should be forwarded to the Executive Committee of the Board of Directors. Upon receipt of a complaint, there shall be a fair and expeditious investigation into the allegation.

The investigation will include a private interview with the person filing the complaint, with any witnesses and with the person alleged to have committed the sexual harassment. If the investigation reveals that sexual harassment did occur, Cape Cod Community Television Corporation, Inc. will act promptly to eliminate the offending conduct, and, where appropriate, will also impose disciplinary action which could include termination from employment. When the investigation is complete, the person filing the complaint will be informed of the results.

If any employee of Cape Cod Community Television Corporation, Inc. commits sexual harassment, action appropriate under the circumstances will be taken. Such actions may include: counseling, informal or formal reprimands, written or verbal warnings, suspension, reduction in pay, transfers, reduction in duties or may result in termination from employment.

If you believe you have been subjected to sexual harassment, in addition to reporting to the Executive Director or Executive Committee, you may file a complaint with the following government agencies which handle complaints of sexual harassment:

The United State Equal Employment Opportunity Commission (EEOC)
One Congress Street Suite 1001
Boston, MA 02114
565-3200

The Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place
Boston, **MA** 02108
727-3990

Conclusion

Cape Cod Community Television Corporation, Inc. developed this policy to ensure that all of its employees can work together in an environment free from sexual harassment. Cape Cod Community Television Corporation, Inc. will make every effort to ensure that all of its personnel are familiar with the policy and know that any complaint will be thoroughly investigated and appropriately resolved.

This policy contains minimum standards. It is distributed to all employees annually and to all new employees at the time of hire.

POLICY XII: SEPARATIONS

Section 12.01 **RESIGNATION**

To resign in good standing, non-supervisory employees should notify C3TV in writing, a minimum of two (2) weeks prior to the date of departure. Supervisory employees should give four (4) weeks notice.

Section 12.02 **DISMISSAL**

C3TV may, at the discretion of the Executive Director, give an employee being discharged two week notice or two weeks pay in lieu of notice.

Section 12.03 **LAYOFFS/REDUCTIONS IN FORCE**

If budgetary and/or program reductions necessitate employee layoffs or a reduction in force, the following factors will be taken into consideration in determining which employees will be affected: education and experience (including transferability of skills); employment status; and seniority.

Building Community Through Media.

How-to-Cablecast

How can I get my program on the Media Center's Channel 17?

Residents of our member towns (Barnstable, Yarmouth, Dennis, Harwich and Chatham) may provide programming for the Media Center's Channel 17 by either sponsoring a program or producing their own program as a certified Member-Producer.

How can I sponsor a program?

Residents of our member towns may sponsor a program by completing a "Sponsor Form." As the local sponsor, and the signer of the "Sponsor Form," you are responsible for the program's content.

Sponsors must then submit their program to our Program Coordinator in accordance with our Program Procedures.

How do I become a Member-Producer?

To be certified as a Member-Producer, you must pass our Basic Studio course, which is provided at no charge to Media Center members.

Are there content restrictions on what I produce?

The First Amendment protects the subject matter and content of your productions. There are, however, areas of programming which are not allowed: programs which are commercial in nature, which contain slander, are obscene or incite violence, which illegally promote gambling or lottery activities, or programs which infringe on copyrights.

Can my programs be cablecast on other Cape Cod channels?

In the reception area information rack at the Cape Cod Community Media Center is a list of local public access centers to inquire about placing your programs on their channels.

How can I view the programming?

The programming is cablecast on Channel 17 in Barnstable, Yarmouth, Dennis, Harwich, and Chatham, Monday through Sunday, 9:30 AM to 12:00 PM.

Producers' Page

The member/producer's page with shortcuts and links to forms, forums, and inspiration .

more >

Sponsor Form

Residents of our member towns may sponsor a program by completing this form.

more >

Program Procedures

Your guide to preparing your program for cablecast on Channel 17.

more >

DSL, webhosting, and e-mail provided by:

CAPE COD COMMUNITY MEDIA CENTER
RULES AND OPERATING PROCEDURES

CATEGORIES OF MEMBERSHIP

A) Individual Membership -- $20
Voting privileges, subscription to the Media Center newsletter/program guide, open access to training, production equipment and facilities and channel time.

B) Associate Membership -- $10
Voting privileges and subscription to Media Center newsletter/program guide.

C) Organizational Membership -- $50 for 3 individuals;
$15 for each additional member
Educational institutions, local governments, health care, social services, arts, environmental, religious, and any other nonprofit organizations. Membership covers three people representing the organization; the three people receive the same benefits as individual members. Additional members who join through the organization pay at reduced rate of $15.00 each. All programs must relate to the organization's purpose.

D) Business Membership -- $100 for 3 individuals;
$15 for each additional member
Members would receive the same services as an organizational member and services for the same number of people. All must relate to the organization's purpose.

ACCESS RULES

1. Cape Cod Community Media Center access studio and equipment is available to members on a first-come, first-serve basis. Any person, group, organization or institution in the five towns of Barnstable, Yarmouth, Dennis, Harwich and Chatham are eligible.
2. Anyone using the Cape Cod Community Media Center must be oriented to the philosophy of access, Cape Cod Community Media Center Rules and Operating Procedures and producer's contracts. Anyone using access equipment must be certified to operate that level of equipment or facility.
3. Programs produced with access equipment and facilities must be cablecast on the access channel.
4. Anyone who produces programming using the Media Center access facilities and equipment retains ownership of the copyrights to that program. The Media Center does not provide tape stock or program dubs.
5. Cape Cod Community Media Center's Community Bulletin Board is to be used by not-for-profit and community groups to publicize activities and events. Event and activity prices will not be included in Bulletin Board notices.
6. Users should only identify themselves as public access community producers, not as employees or staff of Cape Cod Community Media Center or Media One.
7. Access users under the age of 18 must have a signed "Parental Consent Form" on file with the Media Center.
8. Access users will use their best efforts to conform all programs to the terms of THE media Center's charter documents, by-laws, charitable status requirements, and existing contracts, if, any, with Towns served by Cape Cod Community Media Center.
9. Violation of these rules may result in immediate termination of any producer and sponsorship agreements and rights.

STATEMENT OF PURPOSE

Public Access is a medium for community expression, established by the five towns, funded by MediaOne and managed by the nonprofit corporation, Cape Cod Community Media Center. It is hoped that the residents of the towns of Barnstable, Yarmouth, Dennis, Harwich and Chatham will perceive this as a means to produce a wide variety of programs about their experiences, concerns and interests.

ROLE OF THE CAPE COD COMMUNITY MEDIA CENTER STAFF

Successful public access programming depends on participation by many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Because of this, as well as limited staff time, the Media Center cannot provide video production services for community members or organizations. Staff will assist community members in assembling production crews from among trained and qualified community volunteers. Community organizations planning to do programs on a regular basis are encouraged to form a television production committee, which the Media Center will then train.

ON SITE BEHAVIOR

1) No one shall possess or use any illegal substances and/or weapons.
2) No one will be allowed to operate equipment or spend time in the Media Center facilities while using or appearing to be under the influence of alcohol or drugs
3) Abusive language and/or actions will not be permitted in the access facility. This shall include emotional, verbal or non verbal abuse used to punish, belittle or embarrass another person and include, but not be limited to shouting, threatening, harassing, swearing, constant teasing or obscene gesturing. This shall also include physical abuse that includes, but id not limited to slapping, hitting, punching, shoving, biting, stabbing, shooting, raping, burning, murdering, molesting, bullying, stalking or spitting.
4) The Media Center will insure a safe and secure working environment and facility for staff, members, volunteers, and guests. Any instance of an actual or perceived unsafe, threatening or dangerous person or situation will be considered a major violation of these rules. The Executive Director may, not withstanding anything otherwise contained in these rules and procedures, act immediately as deemed prudent.
5) Members will not be allowed to loiter in the access facility. Personal business and phone use should be kept to a minimum.
6) Members are responsible for supervision of guests and children during production or edit time. Children should not be left unattended in the access center.
7) Pets and non-working animals should not be brought into the access center.

GRIEVANCES

Any grievances regarding assignment of workshop space, channel time allocation, equipment, studio and facility use or any other matter regarding Cape Cod Community Media Center should first be discussed with the Executive Director. If that does not provide an adequate solution, a grievance may be filed in writing to the Chairman of the Board of Cape Cod Community Media Center, 307 Whites Path, South Yarmouth, MA 02664. The Board may invite the person filing the grievance to appear at the next available meeting of the Board to discuss the matter. All decisions of the Board of Directors regarding these matters are final.

VIOLATIONS

Violations of Cape Cod Community Media Center Rules and Procedures will fall under a Major violation or a Minor violation.

Major violations shall include, but not be limited to, abuse of staff or members; commercial or profit-making use of the Media Center facilities or equipment; misrepresentation to others of member's affiliation with Cape Cod Media Center; falsifying forms; taking or reserving equipment without staff permission; abuse of equipment, including attempted repair, facility reconfiguration or improper transport; tampering with Media Center software or data; conduct detrimental or injurious to Cape Cod Community Media Center; and Major violations include # 1,2, 3 and 4 under On Sight Behavior.

These Major violations will result in a 1) written warning with a specific violation outlined and 60 days suspension for first offense and 2) termination of membership for repeated offenses.

Minor violations shall include, but not be limited to, failure to cancel reservations as required; late return, mishandling or unsafe use of equipment; eating, drinking or smoking in Media Center production areas; failure to clean up after use; excessive rowdiness horseplay in the facility; creating a disturbance to other media Center members, volunteers, or guests; loitering in the facility; excessive personal phone use; and three late cancellations within a six month period.

These minor violations will result, depending on the frequency, in 1) Written warning with specific violation outlined, 2) 30 days suspension, 3) 60 days suspension, 4) and/or termination of membership

Complaints of violations may originate from members, staff, volunteers or the Executive Director and will be addressed to the Executive Director. The Executive Director may, only for good cause, suspend a member for up to 30 days, pending the hearing described below.

HEARING PROCESS

Upon an alleged violation of these rules, the offending member will be notified by the Executive Director, in writing, certified mail, return receipt requested, that a violation has been alleged. This notification will inform the member of the violation of which they are accused, the potential penalty for the violation, and that they may request, in writing, a formal hearing within 15 days. A date and time may then be set for a hearing, insuring that the offending member be afforded adequate and reasonable time to prepare, opportunity to be represented by council, present witnesses on their behalf and confront opposing witnesses. Evidence pertinent to the charges may be presented at this hearing.

The violation hearing will be presided over by the President of the Board of Directors of Cape Cod Community Television, Corp., or his or her designee. Member shall be notified by mail of the written decision of the President or designee within 15 days of the hearing.

APPEAL PROCESS

Any member disagreeing with the hearing decision may request, in writing, within 15 days, an appeal before the Board of Directors of Cape Cod Community Television, Corp. The hearing appeal shall be placed on the agenda at the next regularly scheduled meeting providing adequate preparation time is afforded the appellant. The appellant will be notified of the time, date and format requirements of the appeal hearing. The appellant will be notified, in writing, within 15 days, of the decision of the Board. The decision of the Board of Directors is final. If the appellant chooses not to participate in the appeal process, the suspension and/or termination will stand.

PROGRAM CREDIT FOR UNDERWRITING AND GRANTS

Underwriting for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Credit for underwriting should be as follows: "This program was made possible through a grant by…" or "Goods and services used in this program were contributed by...". Cape Cod Community Media Center credit must still be included. Staff must be informed, in advance, of any such underwriting credits and consulted about the proper format for underwriting credit. Producers should not include telephone numbers or street addresses of underwriters, but may list business or organization name and town.

GENERAL HOUSE RULES

- Please sign (print, please, so your name is legible) at the reception desk when you arrive for activities at the Access Center. Remember to sign out when you leave.
- The kitchen is self-serve. If you use the kitchen or conference room, please clean up after yourself, and wash your mugs and those of your guests. We do not have staff to clean the kitchen.
- The copy machine is available to members only if the copying is directly related to production, and at a charge of 10 cents per copy or 20 cents for double-sided or 11 x 17 copies.

PROGRAM CONTENT RULES

1. Presentation of the following material on community access channels is prohibited:
   a) Any program or material that is commercial in nature.
   b) Any material which is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations or promises.
   c) All advertisement of (or information concerning) any lottery, gift enterprise or similar scheme offering prizes dependent, in whole or in part, upon lot or chance; or any list of the prizes drawn or awarded by means of such a lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.

d) Libelous or slanderous material.
e) Material that is indecent or obscene according to local community standards or is otherwise illegal.

2. Regarding political programs, the following ARE ENCOURAGED:
   a) Political presentations which are informative in nature such that they state who a candidate is and what a candidate represents in terms of specific ideas, issues and policies.
   b) Candidate forums.
   c) Presentations which describe a person's or organization's point of view on a given issue.
3. In regard to political programs, the following ARE PROHIBITED:
   a) Any advertising by, or on behalf of, candidates for public office, political parties or ballot/warrant issues; on advertising promoting (or opposing) candidates or ballot/warrant issues by supporting groups or lobbying organizations which are under 10 (ten) minutes in length.
   b) Any type of "paid political announcement" or "political commercial".
4. Regarding Fundraising Programs, the following is permitted:
   a) Nonprofit organizations members may produce one (1) fundraising program per year.
   b) The format of that program may be either a live auction or a live telethon.

USE OF EQUIPMENT

1. General Rules:
   a) Equipment is available on a first-come, first-served, non-discriminatory basis.
   b) Cancellation of equipment and facility reservations should be made at least 24 hours in advance, except in cases of emergency. Repeated last minute cancellations may results in loss of privileges.
   c) Any materials for productions, beyond those supplied by the Media Center must be supplied by the user and must be removed after the production. Sets, props and production materials may not be left in the studio.
   d) Individuals using Media Center equipment, studio or post-production facilities will not change wiring or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the user! A loss of privileges will result from such equipment abuse.
   e) Individuals using Media Center equipment and facilities should report any defects or problems to the staff. Members should fill out a Facilities/Equipment Incident report when problems are encountered. Producers found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
   f) Producers found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
   g) No smoking, food or drinks should be brought into the studios, control room, master control room or audio or video edit suits. THIS RULE MAY NOT BE WAIVED.
2. Use of the Studios
   a) Reservations for Studio A may be made up to two months in advance. Reservations can be made in person or by phone by staff only. Studio B may be booked by any member of the operations staff in person or by telephone.
   b) In order to schedule the studios and control rooms, a community user (and all crew members) must be certified for studio production.
   c) No studio production may take place without staff supervision, unless the producer or another crewmember has been given studio supervision certification.
   d) Producers are entitled to a maximum of six hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduled studio time includes time needed to set up, break down and clean up in studio.
   f) Users must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It's generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and cleanup of the studio.
   g) Users under the age of 18 who wish to schedule the studio or participate in a studio production must have written permission from their parent or guardian.
3. Use of Editing and Post-Production Facilities
   a) In order to schedule and use the editing or post-production facilities, a community user must be properly certified for such use.
   d) Users under the age of 18 who wish to schedule the editing and post-production facilities must have written permission from their parent or guardian.
   e) Producers are entitled to a maximum of 4 hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduling outside these parameters will be made at staff discretion. These guidelines are designed to allow everyone equal and fair access to the post-production facilities. Grievances concerning scheduling should be brought to staff attention immediately and should be resolved at that time.

4. Use of Portable Video and Audio Equipment

a) Reservations for equipment may be made up to one month in advance and should be made at least one week in advance. Reservations can be made in person or by phone to any operations staff member.

b) Equipment must be picked up and returned previously agreed upon time. Failure to return equipment when due will result in a written warning and subsequent violations may result in loss of privileges in the future.

c) Equipment may be checked out for forty-eight (48) hour periods during the week or longer for weekends or holidays. An equipment use will be applied against each group, organization or institution each time its individual members check out equipment for that entity's use.

d) Producers holding equipment reservations must follow these check-out and check-in procedures.

CHECK-OUT OF EQUIPMENT

1) Hand in a valid Cape Cod Community Media Center ID card to staff. The card will be kept at the center until equipment is returned.
2) Fill out equipment checklist and sign Equipment Check out form.
3) Assemble and test requested equipment. It is the producer's responsibility to make sure that they have all required cables and connectors to facilitate production.

CHECK-IN OF EQUIPMENT

1) Equipment must be returned on scheduled time.
2) Any problems with equipment or damage should be noted on Facilities/Equipment Incident form and brought to the attention of staff.
3) Upon the return of all borrowed equipment, the Cape Cod Community Media Center ID will be returned.
4) Users are responsible for loss or damage due to negligence or abuse while the equipment is checked out to them.
5) Eligible users under the age of 18 who wish to borrow portable equipment must be accompanied by a parent, guardian or qualified adult access user, who signs a release stating that the adult accepts responsibility for the equipment and its use by the minor.

CHANNEL TIME REQUESTS/CABLECASTING PROCEDURE

SCHEDULING PROCEDURES

1. General Procedures

a) All requests for channel time shall be processed on a fair and equitable basis. An Application for Cablecast form must be turned in with completed program. Scheduling and cablecast times will be determined by programming staff. If producers have special time requirements or requests they should be noted on the Application for cablecast form.

b) If scheduling and staff time allows, a taped program may be repeated during the weekly period, for a total of six to eight times per month.

c) Users may produce a Single Program or Series.

d) Each individual program produced and each series produced should have on file at the Media Center a Producer Agreement and Indemnification in which the producer is solely responsible for program content and holds Cape Cod Community Media Center (and its officers, directors, employees and agents) harmless from liability or legal fees and expenses incurred as a result of cablecasting.

2. Series Scheduling

a) Regularly scheduled "series" time slots will be allocated at the discretion of staff provided ample time remains available for other community programming requests.

b) "Series" will be allocated a maximum of thirteen programs, after which reapplication may be required. If a series producer fails to produce new original programming for more than two consecutive weeks or regularly fails to have the program ready for scheduled cablecast, the time slot may be reassigned to other users.

c) A series may be weekly, semi-weekly, or monthly.

CABLECAST STANDARDS

Cable Casting Requirements

1 Label

Before cablecasting, all videotapes must be clearly labeled with the following information:

a) Title of program only on spine label.
b) Segment name and exact TRT (total running time) in minutes and seconds on face label.
c) Maximum of three half hour programs on each tape.

2. Countdown and Slate

The beginning of all cablecast programs must have a standard format in the following order:

a) Minimum of 30 second color bars, with audio test tone at 0 db
b) 10 second academy leader (countdown
c) Graphic slate with series title, segment name, total running time, production date and producer's name.

3. End of Tape

a) Appropriate credits
b) Cape Cod Community Media Center credit: "Produced at Cape Cod Community Media Center, South Yarmouth"
d) 60 seconds of standard black

All videotapes scheduled for cablecasting on the channel must meet certain minimum requirements. Videotapes must be of such a quality that the standard time base corrector (TBC) will accept the signal. If the TBC will not accept the signal and sync instability results, the videotape may be rejected.

By-laws of Carver Community Access Television, Inc.
Adopted 1997

Article 1

Name, Purposes, Powers and Related Matters

The name of Carver Community Access Television, Inc. (hereinafter in these Bylaws referred to as the "Corporation"), the location of its principal office and its purposes shall be as set forth in the Articles of organization and these By-laws, and shall be exclusively charitable, scientific, or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

The powers of the Corporation and of its Directors, officers, committees and members, and all matters concerning the conduct and regulation of the affairs of the Corporation and the manner in which and the officers and agents by whom its' purposes may be accomplished shall be governed by such provisions in regard thereto, if any, as are set forth in the Articles of Organization and these By-laws.

All references in these By-laws to the Articles of organization shall be construed to mean the Articles of Organization as from time to time amended.

Article 2

The Members

1. Eligibility

All residents of the Town of Carver and students attending schools in the Town of Carver are eligible for membership in the Corporation. Additionally, educational, governmental, health care, arts, religious, business, civic and other entities or organizations which are based in Carver are eligible for organizational membership.

2. Qualification for voting Membership

Voting membership in the Corporation is open to individuals residing in the Town of Carver who demonstrate their interest in the affairs of the Corporation by:

a. Completing and returning to the Corporation an Access Membership Enrollment Form;

b. Paying the prescribed membership dues, if any, as they may from time to time be established by the Board of Directors; and

c. Having been Members of the Corporation for at least twenty (20) days prior to any meeting of members. Non-voting membership shall be available for organizational members.

3. Annual Meeting Of Members

The Annual Meeting of Members shall be held in the Town of Carver, on the First Thursday in March of each year for the purpose of transacting such business as may properly come before the meeting. The time and place of the Annual Meeting shall be determined by the Corporation's Board of Directors and Members shall be notified of each meeting as provided herein.

4. Special Meeting Of Members

Special Meetings of Members shall be called by the President upon request of the Board of Directors or upon written request therefore submitted to the Corporation by not less than one-tenth of all members entitled to vote at such a meeting.

5. Notice Of Meetings

A written notice of every annual or special meeting of the Corporation, stating the place, date, hour, and purpose shall be given not less than seven (7) nor more than thirty (30) days before the date of the meeting to each member entitled to vote at such meeting at his or her address as it appears upon the records of the Corporation.

6. Quorum of Members

Twenty percent (20%) of the Members entitled to vote, present in person or in proxy, shall constitute a quorum at any annual or special meeting of Members. If a quorum shall fail to attend, a majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present in person or by proxy. At such adjourned meeting at which a quorum is present or by written proxy, any business may be transacted that might have been transacted at the meeting as originally notified.

7. Procedure for Voting

Members shall be entitled to vote on all matters submitted to the Members for approval at meetings of the Members except as otherwise provided herein. Those eligible to vote on a question may vote in person or by written proxy dated not more than one month before the date of the meeting at which the proxy is to be cast. A copy of each written proxy shall be filed with the Secretary/Clerk of the Corporation before being voted. Except as otherwise limited thereon, the proxy shall entitle the person(s) named therein to vote at any adjournment of such meeting. A proxy purporting to be executed by or on behalf of a voting member shall be deemed valid unless challenged at or prior to its exercise. No person may vote the proxies of more than two other persons at any meeting.

8. Members' Dues

The Board of Directors may, from time to time, adopt a schedule of annual dues. Dues shall be maintained at a level reasonably intended to cover the direct costs of: maintaining the membership rolls; providing for participation by the Membership in the governance of the Corporation; and communicating the Corporation's activities to the membership; including the use of printed materials such as a newsletter or a program guide.

Article 3

Board of Directors

1. Powers

The Board of Directors shall have and may exercise all of the powers of the Corporation to the extent permitted by the General Laws, the Articles of Organization and these by-laws. Exercise of the foregoing

powers shall be in furtherance of and subject to the charitable purposes of the High School Community Studio as described in the Cable Television Renewal License issued by the Board of Selectmen of the Town of Carver and Adelphia Communications (the Licensee) dated July 21, 1997 (Renewal License).

2. Appointment and Tenure

In accordance with the Renewal License, the Corporation shall be directed by a Board of Directors and said Board shall be comprised of five (5) directors including two (2) appointed by the Town of Carver Board of Selectmen, two (2) appointed by the Town of Carver Superintendent of Schools and one (1) appointed by the Licensee. Each of said Board of Selectmen, Superintendent and Licensee shall be referred to as an "Appointing Authority" with respect to nominating and appointing Directors in connection with Article 3, Section 3.

Said Directors shall serve two (2) year terms and thereafter may stay on until such time as successors are appointed. Successor appointees likewise shall serve two (2) year terms and may stay on until such time as their successors are appointed.

3. Nomination and Election Process of Directors

Directors may be appointed by their Appointing Authorities pursuant to Article 3, Section 2 or any Appointing Authority may request that existing Directors make nominations in the following manner: no later than forty-five (45) days subsequent to an Appointing Authority's request for nominations, a Nominating Committee of the Board of Directors shall be charged by the Board of Directors with the responsibility of compiling a slate of candidates for consideration by the Appointing Authority requesting nomination.

In addition to the candidates recommended by the Nominating Committee, any member may become a candidate for consideration for appointment to the Board of Directors by presenting the Board of Directors with a petition for special nomination signed by at least one-tenth of the eligible voting members of the Corporation. Such candidate names will be submitted to the Appointing Authorities for consideration by the Appointing Authorities.

Notwithstanding the foregoing, the Appointing Authorities retain the right to nominate and appoint their own Directors pursuant to Article 3, Section 2.

4. Removal of Directors, vacancies

Any Director who fails to attend three (3) consecutive meetings of the Board of Directors without reasonable excuse may be removed from the Board of Directors by a vote of not less than three (3) other Directors at a regular or special meeting of the Board of Directors. Any Director proposed to be removed for missing meetings shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting prior, to such vote for removal taking place. A Director may also be removed for other cause subject to the procedure set forth in the preceding sentence by a vote of not less than three (3) other directors.

Any vacancy on the Board of Directors shall be filled by appointment in accordance with this Article 3. Such a replacement Director shall serve until the end of the unexpired term of the person whose absence caused the vacancy to exist.

5. Disqualification

No member of the Corporation's staff or applicant for a position with the Corporation shall serve as a member of the Board of Directors. No close relative of the Corporation's staff shall serve as a member of the Board of Directors nor shall any close relative of a Member of the Board of Directors be an employee of the Corporation.

6. Schedule of Meetings

The Board of Directors shall hold at least three (3) regular directors meetings during each fiscal year of the Corporation.
The Board of Directors may hold special directors meetings whenever requested by the President or one third (1/3) or more of the Directors.

The Secretary shall cause written notice of the regular and any special directors meetings to be mailed or delivered to each Director at least five (5) days before the date of the meeting, unless all of the Directors attend or sign a written waiver of notice.

7. Meetings Open to the Public

Notwithstanding the private charitable status of the Corporation, meetings of the Board of Directors shall be open to the public in accordance with the reasons as specified in Chapter 39, Section 23A and 23B of the General Laws of the Commonwealth which governs when certain governmental agencies may hold closed meetings and is adopted for purposes of this section only by the Corporation as a guideline for the conduct of meetings of the Board of Directors. Whenever the Board of Directors determines to hold a closed meeting, it shall publicly specify its reasons for closing the meeting. However, the posting of notices of meetings and notices to Directors shall be in conformity with these By-laws and not necessarily the requirements of M.G.L. Chapter 39 and, furthermore, nothing in these By-laws shall preclude the Directors from taking action through written unanimous consent.

8. Quorum of Directors

A majority of the Directors shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

9. Action of the Board of Directors

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Corporation's Articles of Organization or these By-laws.

10. Compensation of Directors

Directors shall not be compensated for their services as Directors other than the reimbursement of reasonable and necessary expenses incurred in the performance of such services. However, nothing herein shall preclude any Director from serving the Corporation in any other non-staff capacity and receiving compensation therefor. The terms and circumstances of any such compensation must be fully disclosed in writing to the Board of Directors and must be approved by an affirmative two-thirds vote of the Board of Directors.

Article 4

Officers

1. The Board of Directors of the Corporation shall elect the initial officers of the Corporation from among the Directors of the Corporation. The officers of the Corporation shall consist of a President, Secretary, Treasurer, and such other officers as the Board of Directors may deem desirable. All officers shall be elected by the Board of Directors from the Board of Directors. No person shall hold more than one office at any one time. Each officer of the Corporation shall be elected annually at the meeting following the annual meeting and shall hold office until the meeting following the annual meeting of the corporation, or special meeting held in place thereof, and thereafter until his or her successor is chosen and qualified.

The Board of Directors may remove from office any officer by a vote of three-fifths (3/5) of its entire number then in office. A vacancy in any office may be filled by vote of the Board of Directors. officers shall not be compensated for their services as officers of the Corporation.

2. President

The President shall preside at all meetings of Members and Directors.

3. Secretary

The Secretary shall issue notices of all meetings of the Board of Directors, and shall send such official notices as may be directed by the Board or required pursuant to these By-laws. The Secretary shall also be responsible for all general correspondences of the Board and in general performing all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of
Directors.

4. Treasurer

The Treasurer shall be responsible for the custody of the corporate funds; keeping full and accurate accounts of receipts and disbursements to the Corporation; depositing all moneys in the name of the Corporation in an institutional interest bearing account, and in such depositories as may be designated by the Board of Directors and shall furnish a quarterly or monthly financial statement and an annual statement of all receipts and disbursements of the Corporation to the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond.

Article 5

Committees

1. Standing Committees

The Standing Committees of the Board of Directors shall
include:

a. Finance and Fundraising b. Membership and Training Facilities and Equipment c. Education and Programming

As determined by the Board of Directors, members may be appointed to and serve on said standing committees.

2. Appointment and Duties of the Standing Committees

Committee chairpersons shall be nominated by the President and elected by majority of the Board of Directors. The members of each standing committee shall be nominated by the President, after consultation with the chairpersons of such committee. Committees shall develop relevant policy recommendations for Board consideration. Chairpersons of Committees are responsible for keeping minutes of their meetings and furnishing reports as requested.

3. Finance and Fundraising Committee

The Finance and Fundraising Committee shall review the annual financial statements, approve annual audit reports and recommend to the Board the selection of, and fees to be paid to accountants for the Corporation. It shall be the responsibility of the Finance Committee to report to the Board of Directors whether the Corporation is meeting its projected budget; on the scope and adequacy of the audits and related fees; and to continually monitor and report to the Board of Directors on the effectiveness and adequacy of the Corporation's internal accounting controls. The Finance Committee shall develop and recommend to the Board the annual budget, and shall regularly monitor the Corporation's expenses, and income.

The Finance and Fundraising Committee shall develop and implement fundraising strategies for the Corporation. The Committee shall recommend to the Board of Directors various fundraising plans as needed, and upon the adoption of a fundraising plan by the Board of Directors, the Committee shall enlist Members of the Board of Directors, officers, Members and other volunteers to assist in the implementation of specific projects. The Committee shall meet regularly to monitor the Corporation's fundraising status and to review grant proposals.

4. Membership and Training / Facilities and Equipment
Committee

This Committee shall develop and implement strategies for developing a broad-based membership in the corporation which encourages and fosters the development and production of access and community programming. Subject to Board of Directors' review, the Committee shall handle all appeals regarding membership status and any other grievances of the Members.

Except as necessary to comply with appropriate Federal Law and Regulation and to provide the community access time described in the preceding paragraph, the Corporation's regulations governing the availability of program time and the Corporation's equipment and facilities shall provide for non-discriminatory access and use; provided, however, that the regulations may restrict use of equipment and facilities to Members of the Corporation who are qualified or certified to use them.

The Committee shall develop and implement policies for the Corporation's training activities, including outreach to publicize the availability of training activities, determining the subject matter of workshops and classes and certification requirements.

In addition, this Committee shall evaluate the use of the Corporation's access and community programming facilities and shall also be responsible for recommending all capital expenditures. The Committee shall oversee matters regarding real estate and leases.

5. Education and Programming Committee

The Education and Programming Committee shall be responsible for ensuring that a wide variety of programming which addresses the interests and needs of residents and students is available whether through the production or acquisition of such alternative programming and shall be responsible for promoting educational programming responsive to the needs of the schools and community.

The Education and Programming Committee shall review and evaluate the allocation of channel capacity and other programming capacity which the Corporation manages, operates, or otherwise aids in scheduling; shall, subject to the direction and approval of the Board of Directors, coordinate the operation of such channel capacity with the operator of the cable television system; shall annually recommend to the Board of Directors revisions to the long range plan of the Corporation; shall recommend to the Board of Directors a procedure for the development and evaluation of strategies to maximize the quantity and quality of original programming produced or fostered by the Corporation; recommend to the Board of Directors and educational programming plan designed to provide educational benefits to the community and schools; recommend to the Board of Directors different plans for educating members about the role of access television and about the history of television, film and related media; review and recommend to the Board of Directors proposals for grant funding and monitor and report regularly all programming and channel operation activities to the Board.

6. Other Committees

The Board of Directors may, by majority vote, create such other committees, including a nominating committee pursuant to Article 3, Section 3 and delegate such responsibilities to those committees as shall be considered desirable and permissible from time to time.

Article 6

Miscellaneous Provisions

1. Fiscal Year

Except as from time to time otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the twelve (12) months ending December 31 of any given year.

2. Annual Financial Review

The account books of the Corporation shall be reviewed annually by an independent certified public accountant retained by the Board of Directors, and the report of such accountant shall be filed with the records of the Corporation.

3. Execution of Corporate Instruments.

Mortgages, bonds, notes, checks, other evidences of indebtedness and such other instruments as the Corporation may issue in the conduct of its business shall carry the signature of the President and such other officer or officers the Board of Directors may from time to time determine by resolution. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its

name unless authorized by a resolution of the Board-of Directors. Such authority may be general or confined to specific instances.

4. Amendments

Any part or all of these By-laws may be altered, amended or repealed from time to time by a two-thirds vote of the Board of Directors present at a regular or special meeting of the Board duly called for that purpose, provided that notice of the substance of the proposed alteration, amendment or repeal shall be stated in a notice for such meeting mailed to the Board of Directors no less than ten (10) days before such meeting. Any such changes must be ratified at the next scheduled annual meeting. Notice of such proposed changes must be provided with the notice of annual meeting pursuant to per Section 5 of Article 2..

5. Conflict of Interest

No Director or officer of the Corporation may participate in the evaluation, review and approval of any application for a grant or any other matter in which he or she has a direct personal interest.

All grants and other transactions shall be conducted at arm's length and shall not violate the proscriptions in the Articles of organization, these By-laws, or any other applicable prohibition against the Corporation's use or application of its funds for private benefit. No such loan or transaction shall be entered into if it would result in denial of or loss of tax-exempt status under Section 501 (c)
503 or 504 of the Internal Revenue Code and its regulations as they now exist or as they may be hereafter amended.

6. Seal

The Board of Directors shall approve and adopt a corporate seal which shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal." The seal shall be stamped or affixed to such documents as may be prescribed by law or custom or by the Board of Directors.

7. Non-Discrimination

Selection of the Board of Directors, officers of the Corporation, Members, volunteers and staff shall not be based on race, color, religion, age, national origin, or sexual preference.

8. Additional Municipalities

The Corporation may enter into agreements with other municipalities, access corporations or cable television licensees to provide cable television access services and to share resources, including but not limited to facilities, equipment and staff and other resources, and enter into other agreements to carry out activities consistent with the purposes of the Corporation. Such agreements should provide necessary resources to the Corporation to serve the particular municipality in question. Such agreements must be approved by the Board of Directors.

9. Personnel Policies
The Board of Directors shall be charged with developing the Corporation's personnel policies, job descriptions and advertisements, reviewing and evaluating staff salaries and benefits and the performance

of the Executive Director and shall be responsible for related personnel matters and grievances and coordinating the hiring of the Executive Director. Notwithstanding the foregoing, the Board may at any time create a Personnel Committee pursuant to Section 9 of this Article.

Article 7

Indemnification

To the fullest extent permitted by Chapter 180, Section 3 of the Massachusetts General Laws as it exists or may be amended each Officer, and the Director of the Corporation shall be indemnified by the Corporation against any and all claims and liabilities to which he/she becomes subject by reason of his/her being or having been an Officer or Director, whether or not he/she continues to be an Officer or Director at the time of the adjudication of such claim or liability. The Corporation shall also indemnify such officer or Director for any and all legal and other expenses reasonably incurred by him/her in connection with any actual or threatened action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been such an Officer or Director, whether or not he/she continues to be an Officer or Director at the time of incurring such expenses. No officer or Director shall be indemnified against any action, claim suit or proceeding in which he/she shall be finally adjudged liable by reason of his/her own negligence or willful misconduct; and no such Officer or Director shall be indemnified against the cost of any compromise or settlement of any such alleged claim or liability, unless said compromise or settlement shall be approved in advance by the Board of Directors.

Carver Community
Access Television

CABLECAST REQUEST FORM

NAME:_____ DATE:_____

ADDRESS:_____

PHONE: (h)_____(w)_____(fax)_____

PROGRAM TITLE:_____LENGTH:_____

PROGRAM TYPE: Local_____ Imported_____ Single_____ Series_____

(CCAT assumes no responsibility for lost or damaged videotapes)

AGREEMENT

I, _____, apply for cablecasting time on CCAT's community channel 18 for the program or series entitled_____.

I have read, understand, and agree to comply with the Carver Community Access Television Corp's. "Operating Policies and Procedures".

I indemnify and hold harmless Carver Community Access Television Corp., its officers and staff, and the town of Carver against any claims arising out of the cablecasting of this program or series; including but not limited to any claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws and unauthorized use of copyrighted material.

I agree that I have obtained all of the necessary approvals and/or clearances including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives and/or persons appearing in the program in order to cablecast the program on CCAT's Channel 13.

I request that this program or series be cablecast on:

DATE(S):_____TIME(S):_____

APPLICANT'S SIGNATURE:_____DATE:_____

All program scheduling is at the sole discretion of the Executive Director. This is a request only. Access Members should understand that program content may affect air time and placement. Programs may be pre-empted for emergency programming and for regular and/or special municipal meetings which are covered live. Every attempt will be made to honor legitimate air time requests. Scheduling decisions of the Executive Director are final. Appeals may be made concerning program content only.

If a request for a copy of the program is received, do you release the right for CCAT to duplicate the videotape for the purposes of supplementing the CCAT operating budget? Yes No

CARVER COMMUNITY ACCESS TELEVISION POLICIES & PROCEDURES

MISSION STATEMENT

CCAT is an independent, non-profit organization, governed by a volunteer Board of Directors. CCAT's mission is to help all Carver citizens and institutions realize their potential through the medium of cable television, and to encourage and facilitate their fullest participation in the production and distribution of quality programming by and for the Carver community.

CCAT is committed to fostering a welcoming and empowering environment where Carver citizens may obtain hands-on training in video production techniques and media literacy, and enjoy free access to professional television equipment for the purpose of creating community programming that provides a unique, valuable, and locally-relevant option in non-commercial programming.

Community television can be an invaluable tool for strengthening expression, communication, understanding, and appreciation of diversity in a community, and to this end CCAT is especially committed to providing non-discriminatory access to the television medium to all Carver citizens and institutions.

CATEGORIES OF MEMBERSHIP - *All memberships are good for one year*

4. Individual Membership -- $25 (Note: An individual who is unable to pay the annual fee may arrange with the executive director to do four (4) hours of community service in CCAT office.) Voting privileges, subscription to CCAT newsletter/program guide, open access to training, production equipment and facilities and channel time.
5. Organizational Membership -- $40 includes 2 individuals; $25 for each additional member. (Educational institutions, local governments, health care, social services, arts, environmental, religious, and any other nonprofit organizations. Membership covers two people representing the organization; the two people receive the same benefits as individual members.
6. Student/Senior Membership - $15 includes all privileges of an individual membership.

ACCESS RULES

7. CCAT Media Access Center studio and equipment is available to members on a first-come, first-served basis. Any person, group, organization or institution in the town of Carver is eligible. Any individuals who work in the town of Carver are also eligible.
8. Anyone using CCAT Media Access Center must be oriented to the philosophy of access, CCAT Access Rules and Operating Procedures and producer's contracts. Anyone using access equipment must be certified to operate that level of equipment or facility.
9. Programs produced with access equipment and facilities must be cablecast on the access channel.
10. Anyone who produces programming using CCAT facilities and equipment retains ownership of the copyrights to that program.
11. CCAT's Community Bulletin Board is to be used by not-for-profit and community groups to publicize activities and events.
12. Users of CCAT's facilities and/or equipment should only identify themselves as public access community producers, not as employees or staff of CCAT.

13. Access users under the age of 18 must have a signed "Parental Consent Form" on file with CCAT.

ROLE OF THE CCAT STAFF

Successful public access programming depends on participation by many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Because of this, as well as limited staff time, CCAT cannot provide video production services for community members or organizations. Staff will assist community members in assembling production crews from among trained and qualified community volunteers. Community organizations planning to do programs on a regular basis are encouraged to form a television production committee, which CCAT will then train.

ON SITE BEHAVIOR

14. No possession or use of any illegal substances and/or weapons.
15. No one will be allowed to operate equipment or spend time in CCAT facilities while using or appearing to be under the influence of alcohol or drugs.
16. Abusive language and/or actions will not be permitted in the access facility. Members, staff and guests are expected to treat each other with dignity and respect.
17. Members will not be allowed to loiter in the access facility. Personal business and phone use should be kept to a minimum.
18. Members are responsible for supervision of guests and children during productions or edit time. Children should not be left unattended in the access center.
19. Pets and non-working animals should not be brought into the access center.
20. Violation of these rules will result in the immediate expulsion from the access facility and property and could result in loss of membership.

VIOLATIONS

CCAT access members are expected to conduct themselves in a courteous and professional manner whenever using CCAT equipment or facilities. The following is a list of some violations of rules and the consequences:

1. Minor Violations

21. Repeated cancellations, late or otherwise.
22. Repeated late pickup or return of equipment.
23. No-show(s).
24. Mishandling of equipment.
25. Use of equipment in unsafe environments.
26. Incomplete return or improper storage of equipment.
27. Smoking in CCAT facilities or around equipment anywhere.

Penalties for minor violations
1st Verbal warning
2nd Written warning
3rd Loss of privileges

2. Major Violations

Major violations will result in the immediate suspension of privileges to use facilities or equipment. Some violations may result in criminal prosecution. A hearing before the Carver Community Access Television Corp. Board of Directors will automatically be held upon the suspension. The CCAT Board will determine if these privileges will be reinstated.

28. Commercial or for profit use of CCAT equipment or facilities.
29. The misrepresentation as a staff member or employee of CCAT Inc.
30. Knowingly falsifying forms.
31. Abuse or neglect of equipment.
32. Taking or use of equipment or facilities without proper permission.
33. Attempted self-repair of equipment.
34. Verbal or Physical harassment of staff, directors, or other members of CCAT Inc.
35. Theft of any kind.
36. Use or possession of alcohol or illegal drugs on CCAT property or while in possession of CCAT equipment.
37. The recording of or use of equipment for recording obscene, illegal, or inciting material.

3. Appeals

CCAT access members may appeal any loss of privileges by the Executive Director to the Board of Directors of Carver Community Access Inc. ***Decisions of the CCAT board are final.***

GRIEVANCE PROCEDURES

A "Grievance Report" must be filled out and submitted to the Executive Director in order to initiate grievance procedures. Grievances may occur regarding the assignment of workshop space, channel time allocation, equipment, studio, and facilities use, or any other matter regarding the community access studio, studio personnel, community access volunteer(s) or board members. The Executive Director will decide on a resolution for the grievance. Anyone wishing to appeal the decision of the Executive Director or who feels the situation remains unresolved may contact the Chairman of the Board of Directors.

PROGRAM CREDIT FOR UNDERWRITING AND GRANTS

1. Advertising of any kind is strictly prohibited, by policy and by law. Acknowledgement of funding sources such as grantors, businesses, etc. or those providing non-financial support is allowed, but must be placed at the end of the program credits. No mention of funding sources may be made during the program, nor may any signs or visual items be shown within the program.

2. Underwriting of Individual Member Programming: Charitable donations may be used for programming produced by an individual CCAT access member. The access member (producer) is accountable to disclose in writing, all funds received and expended for the specific production. 10% of all grants received by an individual must be remitted to CCAT and will be used to supplement the operating budget. All programs produced using CCAT equipment or facility must credit CCAT in the end credits. AT NO TIME is CCAT to be credited as the producer.

3. Underwriting of Non-Profit Agency Programming: Charitable donations may be given to sponsoring agencies for use in a specific production. The Agency is accountable for disclosing all funds received and expended in the production. 15% of all grants received must be remitted to CCAT and will be used to supplement the operating budget.

GENERAL HOUSE RULES

- Please plan your production times according to posted hours so that production and clean up can be completed before closing.
- No eating and/or drinking in the control room or edit suites.

PROGRAM CONTENT RULES

1. Presentation of the following material on community access channels is prohibited:
    38. Any program or material that is commercial in nature.
    39. Any material that is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations or promises.
    40. All advertisement of (or information concerning) any lottery, gift enterprise or similar scheme offering prizes dependent, in whole or in part, upon lot or chance; or any list of the prizes drawn or awarded by means of such a lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.
    41. Libelous or slanderous material.
    42. Material that is obscene according to local community standards or is otherwise illegal.
2. Regarding political programs, the following ARE ENCOURAGED:
    43. Political presentations which are informative in nature such that they state who a candidate is and what a candidate represents in terms of specific ideas, issues and policies.
    44. Candidate forums.
    45. Presentations that describe a person's or organization's point of view on a given issue.
3. Regarding Fundraising Programs, the following is permitted:
    46. Non-profit organizations who are members may produce one (1) fundraising program per year.
    47. The format of that program may be either a live auction or a live telethon.

USE OF EQUIPMENT

1. General Rules:
    48. Equipment is available on a first-come, first-served, non-discriminatory basis.
    49. Cancellation of equipment and facility reservations should be made at least 24 hours in advance, except in cases of emergency. Repeated last minute cancellations may result in loss of privileges.
    50. Any materials for productions, beyond those supplied by CCAT must be supplied by the user and must be removed after the production. Sets, props and production materials may not be left in the studio.
    51. Individuals using CCAT equipment, studio or post-production facilities will not change wiring or components without staff permission or supervision. No

attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the user! A loss of privileges will result from such equipment abuse.

52. Individuals using CCAT equipment and facilities should report any defects or problems to the staff. Members should fill out a Facilities/Equipment Incident report when problems are encountered.
53. Producers found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
54. No smoking, food or drinks should be brought into the control room.

THIS RULE MAY NOT BE WAIVED.

55. Use of the Studio
    56. Reservations may be made up to one month in advance. Reservations can be made in person or by phone to a staff person only.
    57. In order to schedule the studios and control rooms, a community user (and all crew members) must be certified for studio production.
    58. No studio production may take place without staff supervision, unless the producer or another crew member has been given studio supervision certification.
    59. Producers are entitled to a maximum of six hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduled studio time includes time needed to set up, break down and clean up in studio.
    60. Users must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It's generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and cleanup of the studio.
    61. Users under the age of 18 who wish to schedule the studio or participate in a studio production must have written permission from their parent or guardian.

3. Use of Editing and Post-Production Facilities
    62. To schedule and use the editing or post-production facilities, a community user must be properly certified for such use.
    63. Users under the age of 18 who wish to schedule the editing and post-production facilities must have written permission from their parent or guardian.
    64. Producers are entitled to a maximum of 4 hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduling outside these parameters will be made at staff discretion. These guidelines are designed to allow everyone equal and fair access to the post production facilities. Grievances concerning scheduling should be brought to staff attention immediately and should be resolved at that time.
4. Use of Portable Video and Audio Equipment
    65. Reservations for equipment may be made up to one month in advance and should be made at least one week in advance. Reservations can be made in person or by phone to any operations staff member.
    66. Equipment must be picked up and returned previously agreed upon time. Failure to return equipment when due will result in a written warning and subsequent violations may result in loss of privileges in the future.
    67. Equipment may be checked out for forty-eight (48) hour periods during the week or longer for weekends or holidays. An equipment use will be applied

against each group, organization or institution each time its individual members check out equipment for that entity's use.

68. Producers holding equipment reservations must follow these check-out and check-in procedures.

Check-Out of Equipment

69. Fill out equipment check list and sign Equipment Check out form.
70. Assemble and test requested equipment. It is the producer's responsibility to make sure that they have all required cables and connectors to facilitate production.

Check-In of Equipment

71. Equipment must be returned on scheduled time.
72. Any problems with equipment or damage should be noted on Facilities/Equipment Incident form and brought to the attention of staff.
73. Users are responsible for loss or damage due to negligence or abuse while the equipment is checked out to them.
74. Eligible users under the age of 18 who wish to borrow portable equipment must have a parental consent form on file signed by their parent or guardian.

CHANNEL TIME REQUESTS/CABLECASTING PROCEDURE

Scheduling Procedures

1. General Procedures

75. All requests for channel time shall be processed on a fair and equitable basis. An Application for Cablecast form must be turned in with completed program. Scheduling and cablecast times will be determined by programming staff. If producers have special time requirements or requests they should be noted on the Application for cablecast form.
76. Users may produce a Single Program or Series.
77. Each individual program produced and each series produced should have on file at CCAT a Producer Agreement and Indemnification in which the producer is solely responsible for program content and holds CCAT (and its officers, directors, employees and agents) harmless from liability or legal fees and expenses incurred as a result of cablecasting.

2. Series Scheduling

78. Regularly scheduled "series" time slots will be allocated at the discretion of staff provided ample time remains available for other community programming requests.
79. "Series" may be required to reapply each year. If a series producer fails to produce new original programming for more than two consecutive weeks or regularly fails to have the program ready for scheduled cablecast, the time slot may be reassigned to other users.
80. A series may be weekly, bi-weekly or monthly.

Appeals for Programming

CCAT access members may appeal scheduling decisions made by the Executive Director to the Board of Directors.

CABLECAST STANDARDS

Cablecasting Requirements

1. Label
   Before cablecasting, all videotapes must be clearly labeled with the following information:
   81. Title of program only on spine label.
   82. Segment name, date and exact TRT (total running time) in minutes and seconds on face label with the date.
   83. Maximum of three half hour programs on each tape.
2. Countdown and Slate
   The beginning of all cablecast programs must have a standard format in the following order:
   a) Minimum of 30 second color bars, with audio test tone at 0 db
   84. 10 second academy leader (countdown)
   d) Graphic slate with series title, segment name, total running time, production date and producer's name.
3. End of tape
   a) Appropriate credits
   b) CCAT credit: "Produced at Carver Community Access Center, Carver, MA"
   c) 60 seconds of standard black

All videotapes scheduled for cablecasting on the channel must meet certain minimum requirements. Videotapes must be of such a quality that the standard time base corrector (TBC) will accept the signal. If the TBC will not accept the signal and sync instability results, the videotape may be rejected.

COSTS

CCAT will supply SVHS videotapes at the cost of **$6.00** and VHS tapes at a cost of **$2.00**, for shooting and editing your "master" program. If a producer is unable to afford the cost of videotape, alternate arrangements may be made with the executive director.

Additional copies may be purchased for $10 per tape or $5 if a tape of acceptable quality is provided.

There may be costs involved for sets, props and additional equipment etc. The producer is responsible for the costs associated with the production. It is recommended and encouraged that producers seek charitable contributions, donations, in kind service and underwriting/grants.

OWNERSHIP

All programs and their content remain the property of the community producer(s). CCAT reserves the right and will keep archival copies of all material produced or aired. CCAT reserves the right to cablecast that material as many times as it wishes in perpetuity. Any program, which is produced using CCAT equipment, and/or facilities, which is sold, given, or extracted, shall not be excluded from cablecast. CCAT will not release the rights of cablecast for any material for any reason.

Non-locally produced material must include name of individual or non-profit organization sponsoring

the program, local address and telephone number of local sponsor, and name of producer.

HARASSMENT POLICY

To insure a fair and professional atmosphere for everyone, Carver Community Access Television Inc. has instituted a policy of harassment that all volunteers and guests must adhere to. All harassment complaints should be directed to the Executive Director immediately. Carver Community Access Television Inc. and the Executive Director hold the right to immediately suspend all community access privileges to anyone committing a violation of the harassment policy.

No individual or group may verbally, physically or by any other means cause harm or harass any Carver Community Access Television Corp Board Members, its staff and/or volunteers. Any harassment or discrimination based on race, sex, age, physical disability, religious or political belief, or sexual orientation is strictly prohibited.

INSURANCE REQUIREMENTS:

All CCAT equipment is insured. CCAT access members are responsible for all equipment signed out to them. In the event of an accident it is imperative that the following information be compiled. Failure to provide this information to CCAT may result in non-payment by the insurance company and the access member would pay replacement or repair of the equipment:

85. A police report must be filed in the town or city in which the theft occurred.

86. Equipment cannot have been left unattended.
87. Equipment cannot have been left in a hazardous situation.
88. There must be proof of unauthorized forcible entry into the vehicle or location where the equipment was stolen.
89. Equipment must not have been left in a vehicle overnight.

If the insurance company honors the claim, the access member is still responsible for payment of the deductible.

ACCESS MEMBER LIST

A list of all CCAT access members including names, addresses, and phone numbers will be maintained at all times. Each member is responsible for the accuracy of the information provided.

CCAT BULLETIN BOARD

Any Carver resident or non profit organization who wishes to communicate with the cable subscribers on the electronic bulletin board for non commercial, non lottery purposes can do so by mailing or faxing their typed information to:

CCAT
P.O. Box 287
Carver, MA 02330
Fax number: (508) 866-5925

All messages will run for a maximum of 4 weeks as time permits. Notices must be received 14 days prior to event(s). Nonprofit and/or community groups should submit messages on their letterhead and include name, address, telephone number, and contact person. All organizations must be able to prove their nonprofit status. No phone messages of notices will be aired.

INDEMNIFICATION

Any user of the Carver Community Access facilities, equipment, and/or channel time shall indemnify and hold harmless Carver Community Access Television Inc., its officers and staff, and the town of Carver against any and all liability claims arising out of the breech of the "Community Access Agreement".

ABOUT EBCTV

East Bridgewater Community Television is a non-profit corporation set up to oversee public access programming In East Bridgewater. EBCTV receives a small yearly grant from AT&T Broadband and must rely on donations from local residents and businesses to fund its operation.

MISSION STATEMENT

Community access television is television for the community and by the community. EBCTV, Inc. will provide: training and technical assistance in the uses of cable TV production and equipment; access to production resources; and time on EBCTV, Inc.'s Public (9) and Educational (98) access channels. These resources are available for the production and presentation of non-commercial programming for the East Bridgewater community. East Bridgewater Community Television is governed by the Board of Directors.

INTRODUCTION

Residents of East Bridgewater as well as organizations affiliated within the town are welcome and encouraged to use EBCTV, Inc. resources. Anyone may request airtime for the presentation of a pre-recorded non-commercial television program. Anyone wishing to communicate with subscribers on the electronic community bulletin board for non-commercial, non-political purposes is welcome to submit their message on a Community Bulletin Board Request Form to the Local Access Director. In addition, EBCTV, Inc. will cablecast public service announcements (PSA's) between programs.

Watch the
Town of East Bridgewater
Selectmen's Meetings
LIVE
Every Monday Night at 7:30
On EBCTV Channel 9!

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On-Line Organizational Membership Form

Organization Name:

Address:

Town: East Bridgewater State: MA Zip Code: 02333 -

Phone: 508 - - Number of Members:

Contact Person:

Contact Person's Phone Number: - -

E-Mail Address:

We're interested in the following :

☐ Producing our own Local Access Show ☐ Hosting our own Local Access Show

☐ Operating a Studio Camera ☐ Operating a Field Camera

☐ Audio ☐ Directing/Switching ☐ Non-Linear Digital Editing

☑ Please let us know about upcoming workshops!

Become an EBCTV Member Reset

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On-Line Individual Membership Form

First Name: Middle Initial: Last Name:

Address:

Town: East Bridgewater State: MA Zip Code: 02333 -

Home Phone: 508 - - Work Phone: - - Ext.

E-Mail Address:

Name of Emergency Contact:

Emergency Contact's Phone Number: - -

Relationship to you:

I'm interested in the following :

☐ Producing my own Local Access Show ☐ Hosting my own Local Access Show

☐ Operating a Studio Camera ☐ Operating a Field Camera

☐ Audio ☐ Directing/Switching ☐ Non-Linear Digital Editing

☑ Please let me know about upcoming workshops!

Become an EBCTV Member Reset

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Individual

Any East Bridgewater resident may join EBCTV as an Individual Member and receive the following benefits:

- Free enrollment in video production course
- Free use of the EBCTV studio and portable equipment for the purpose of producing programming for cablecast on EBCTV channel 9 or East Bridgewater Public Schools channel 98
- Technical advice and assistance throughout all productions

Click here to become an EBCTV Individual member now!

Organizational

Any organization that is based in East Bridgewater, including an East Bridgewater chapter of any state or national organization, is welcome to become a member of EBCTV. Organizational membership includes the following:

- Membership includes two organizational representatives; additional organization representatives
- Receive all the benefits of the Individual Membership
- Use EBCTV resources to produce programs related to your organization

Click here to become an EBCTV Organizational member now!

Members & Prospective Members should review EBCTV's EBCTV's Operating Policies & Regulations

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EAST BRIDGEWATER COMMUNITY TELEVISION, INC.

POLICIES AND REGULATIONS

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MISSION STATEMENT

Community access television is television for the community and by the community. EBCTV, Inc. will provide: training and technical assistance in the uses of cable TV production and equipment; access to production resources; and time on EBCTV, Inc.'s Public (9) and Educational (58) access channels. These resources are available for the production and presentation of non-commercial programming for the East Bridgewater community. East Bridgewater Community Television is governed by the Board of Directors.

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INTRODUCTION

Residents of East Bridgewater as well as organizations affiliated within the town are welcome and encouraged to use EBCTV, Inc. resources. Anyone may request airtime for the presentation of a pre-recorded non-commercial television program. Anyone wishing to communicate with subscribers on the electronic community bulletin board for non-commercial, non-political purposes is welcome to submit their message on a Community Bulletin Board Request Form to the Local Access Director. In addition, EBCTV, Inc. will cablecast public service announcements (PSA's) between programs.

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PART ONE: EQUIPMENT USE AND PROCEDURES

1. REQUIREMENTS

To obtain the privilege of using the EBCTV, Inc. resources, a person must:

- Show proof of East Bridgewater residency or have an affiliation with an East Bridgewater based organization that has become an EBCTV, Inc. organizational member. All members must be directly affiliated with the East Bridgewater chapter/branch in the case of regional, state, or national organizations.
- Sign an agreement to follow the Policies and Regulations of EBCTV, Inc. as put forth in this document.

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2. TYPES OF MEMBERSHIP

Individual - Any East Bridgewater resident may join EBCTV as an Individual Member and receive the following benefits:

- Free enrollment in video production course
- Free use of the EBCTV studio and portable equipment for the purpose of producing programming for cablecast on EBCTV channel 9 or East Bridgewater Public Schools channel 58
- Technical advice and assistance throughout all production
- Members under the age of 18 must have signed a " parental consent form that will be kept on file at EBCTV.

The Board of Directors may, upon request, waive the membership fee.

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Organizational - Any organization that is based in East Bridgewater, including an East Bridgewater chapter of any state or national organization, is welcome to become a member of EBCTV. Organizational membership includes the following:

- Receive all the benefits of the Individual Membership
- Use EBCTV resources to produce programs related to your organization
- Members under the age of 18 must have signed a " parental consent form" that will be kept on file at EBCTV.

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3. EBCTV, INC. ACCESS COURSES AND WORKSHOPS

EBCTV, Inc. Access Courses are offered year round on an on-going basis and are advertised in the members' newsletter and on the EBCTV, Inc. Community Bulletin Board. Workshops and/or individual instruction are offered to familiarize members with new production resources. Workshops and courses are given under the direction of the EBCTV, Inc. staff. A Producer's bulletin board at EBCTV, Inc. is available in the foyer for the use of members and staff. Notice of upcoming workshops, meetings, or crew needs, etc. may be posted on that bulletin board.

EBCTV, Inc. offers courses covering the following:

- Basic Studio Production
- Field Production
- Editing and Computer Graphics

Workshops are available on a first come, first serve basis.

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4. EQUIPMENT

Equipment / Facilities Procedures

a. Equipment and facilities may be used for making programs for cablecast on the EBCTV, Inc. PEG Channels only. Use of equipment for commercial purposes is prohibited.
b. Anyone who produces programming using EBCTV, Inc. access facilities and equipment retains ownership of the copyrights to that program. However, EBCTV, Inc. retains the master and reserves the right to replay all or part of the program over the channels at its discretion.
c. EBCTV, Inc. equipment may only be used by a member of East Bridgewater Community Television, Inc., who has agreed to comply with EBCTV, Inc. Policies and Regulations, and has completed training pursuant to the policies and regulations. Equipment must be utilized in a safe and responsible manner at all times.
d. Users should identify themselves as public access producers and volunteers, not as staff or employees of EBCTV, Inc.
e. Users under 18 years of age must have a parent or guardian fill out and sign the "Parental consent portion of the compliance form," which must be on file at EBCTV, Inc.
f. Producers are expected to keep any equipment/facility/edit suites/studio reservations and arrive on time for such reservations. Members should give a 24-hour notice when canceling any reserved use of EBCTV, Inc. facilities, studio, or classes. If a member is more than 30 minutes late without notification and approval, any reservation may be canceled.
g. Do not attempt to repair equipment yourself. Only EBCTV, Inc. staff can authorize repair of any kind to the equipment. Any problems with the equipment must be brought to the attention of the staff immediately. The user is responsible for any damage done to equipment by misuse.
h. Members are expected to clean up after themselves when using EBCTV, Inc. facilities.
i. Eating or drinking is allowed in designated areas only.
j. No animals are allowed in the building, with the exception of handicapped assistance dogs, without the approval of the Local Access Director.
k. Any alterations or additions to EBCTV, Inc. equipment at any time is off limits unless each occurrence is authorized by the EBCTV, Inc. staff.

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Equipment Sign-Out Remote Equipment Check-out/Return Procedures

a. All remote equipment must be checked out/in by EBCTV, Inc. staff.

b. Equipment must be returned at the time indicated on the equipment check out form.
c. In order to sign out equipment, users must sign all required forms.
d. It is suggested that producers set up and test the equipment before leaving. All first time users are required to set-up the equipment before they are allowed to check it out.
e. Members are reminded that equipment must not be left unattended or left overnight in a car.
f. EBCTV staff reserves the right to limit the amount of equipment which any one individual or group may reserve.
g. Reservations are made based on availability.
h. Users are responsible for notifying staff that equipment has been returned. If there are any problems with equipment, the user should fill out equipment failure report.
i. Users may not borrow additional equipment until all items have been returned in good working order.

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Editing /Facility Usage

a. A producer must be properly trained in order to schedule and use the editing suites or facilities.
b. Requests and cancellations for use of EBCTV, Inc. editing suites or facilities shall be made with the staff.
c. Users under the age of 18 who wish to schedule the editing suites or facilities must have written permission from their parent or guardian, on file.
d. Producers are encouraged to limit use of the studio or editing facilities to a 4-hour block of time.
e. A time may be reassigned if the producer is more than a half hour late, without notification.

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Use of the Studio/Control areas

a. A producer must be trained for studio production prior to scheduling use of the studio and control room.
b. Reservations for the studio and control room should be made with the staff prior to use.
c. Scheduled studio time should include time needed to set up, break down and clean up in studio. It is generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and clean up of the studio.
d. Users under 18 who wish to schedule the studio or participate in a studio production must have written permission from a parent or guardian, on file.
e. Producers are responsible for assembling their own crews for the production. EBCTV, Inc. staff should not be expected to fill in as crew for productions. Staff will, however, help crew programs when the schedule permits.
f. Crew position assignments are the responsibility of the community producer. All studio crew must be trained or approved by the EBCTV, Inc. staff.
g. Producers who cancel studio time should do so at least 24 hours in advance of the production.

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Videotape and Media Storage

EBCTV will provide one videotape for raw footage purposes and one videotape for a program master per project. Additional tapes may be obtained from EBCTV by the member as needed. EBCTV staff reserves the right to limit the number of tapes provided to any one member, and also reserves the right to request the return of all raw footage tapes after program completion. Members then have the option to purchase their raw footage tapes, if they choose, at a discount from retail.

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5. COPIES

Any producer who wishes to have a copy of the master tape of their program may make one copy with EBCTV, Inc. equipment at any time that does not interfere with production. Community members may purchase program copies for a $10.00 donation to EBCTV, Inc.
Members are reminded that equipment must not be left unattended or left overnight in a car or in a manner that might damage the equipment. Equipment may not be used in hazardous situations without prior approval of the EBCTV, Inc. staff. If equipment is stolen, a police report must be filed immediately.

Members covering public meetings that are the responsibility of EBCTV, Inc. are not responsible for accidental damage of equipment. However, normal care and precautions should be taken during the set up, taping, and

dismantling of the equipment. The equipment should be returned to the studio after the shoot or locked in a pre-approved designated area at the site of the shoot.

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6. VIOLATIONS

MAJOR VIOLATIONS will result in an immediate suspension of membership. These may include, but are not limited to:

- Verbal or physical abuse of staff or other members
- Possession or use of illegal substances (including alcohol) and or weapons on the premises of EBCTV, Inc.
- Intentional destruction of equipment
- Installation or downloading of any software of file on an EBCTV computer.

MINOR VIOLATIONS may result in a verbal warning, or a suspension of privileges. These may include, but are not limited to:

- Misrepresentation to others of member's status or affiliation with EBCTV, Inc.
- Failure to thoroughly clean up and neatly put away all equipment after using EBCTV, Inc. facilities
- Having food or drink in non-eating areas
- Handling off limits equipment, i.e., playback equipment
- Use of equipment without staff permission
- Late pick up or return of equipment without notification and approval
- Use of EBCTV, Inc. facilities and/or equipment for the sole purpose of profit making.
- Smoking in EBCTV, Inc. facilities
- Attempted repair of equipment

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7. INTERNS

EBCTV, Inc. will accept interns at the discretion of the Board of Directors and the Executive Director. Membership fees are waived during the period of the internship in exchange for assisting in EBCTV programming. Interns must abide by all EBCTV Policies and Regulations. Interns receive special production and cablecasting assignments and take on special responsibilities. Some colleges give credit for these internships. Interns are interviewed, selected and supervised by EBCTV staff. Students receiving college or high school credits are encouraged to intern.

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PART TWO - PROGRAMMING

1. CHANNEL TIME

Because EBCTV, Inc. acknowledges the effort and time of volunteer producers, EBCTV, Inc. will make every effort to cablecast their programs multiple times. Those wishing to have programming placed on EBCTV, Inc. are to submit a Cablecast Request Form two weeks in advance. Consideration will be given to special requests for time slots. Requests for a time slot (single program) and for consistent time slots (program series) will be honored within the constraints of scheduling. However, first run programs will have priority over re-runs in scheduling. EBCTV, Inc. reserves the right to assign time slots for all programs and make changes to the schedule as needed. Producers may request a time slot, but final scheduling is at the discretion of EBCTV, Inc. and may change without notice. EBCTV, Inc.'s programming schedule endeavors to reflect sensitivity to age appropriate time slots.

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2. CABLECASTING PROCEDURESBefore cablecasting, all videotapes must be clearly labeled on the box and cassette with the:

- Producer's name
- Title of program
- Date to begin airing

- Date when program becomes obsolete (if applicable)
- Total run time

The beginning of all cablecast programs must contain the standard format on the leader tape:

- :30 of color bars
- :10 of black
- Countdown

The end of all cablecast programs must have 30 seconds of black.

EBCTV, Inc.'s staff reserves the right to withhold cablecasting of programs that do not meet adequate technical standards:

- All programming must be submitted on DVCAM, 1/2" high quality VHS, SVHS, or 3/4" format videotape.
- Audio quality of all videotapes must be constant and of sufficient level to permit adequate reproduction by transmission equipment.
- Producers must fill out and sign a Cablecast Request Form with every program submitted for cablecast, unless the program is part of an ongoing series.

SERIES PROGRAM: A series program is one that is produced on a regular basis. Failure to maintain production of a series will result in loss of time slot. Series program producers must fill out a Cablecast Request Form upon submitting the first program for cablecast. A Cablecast Request Form must be signed and submitted with the tape.

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3. PROHIBITIONS and CLEARANCES

Users of EBCTV, Inc. and program producers are fully responsible for the content of all program material. The following material is prohibited by law:

- Any obscene, libelous, or slanderous material
- Any lottery information
- Any materials designed to promote the sale of commercial products and services
- Any invasion of privacy
- Any violation of trademarks, copyright, or publicity rights which might violate any
- local, state, or federal laws
- Any illegal activity

Users must obtain in writing, i.e., Talent Release Form and Minors Permission Form and produce upon request all necessary approvals, clearances, licenses, etc. for the use of any program material which the user cablecasts, including but not limited to, broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast program material. A responsible adult shall execute the necessary assurances that authorization has been obtained concerning use of any equipment by a minor and/or appearance of any minor on a cablecast program. Such adults shall be responsible for liability resulting from the use of equipment or any appearance by a minor.

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4. POLITICAL CAMPAIGNING AND COVERAGE

Political candidates are subject to the same policies and regulations as other users of the public access channel. The nature of public access is that everyone in the community has equal access to the facilities and channel time. Advocacy, debate, and election coverage will cease at 10 p.m. the night prior to an election. Political or election programming will not resume until the polls are officially closed.

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5. COMMUNITY BULLETIN BOARD

The EBCTV Community Bulletin Board is to be used by non-profit and community groups to publicize activities and events. Messages from East Bridgewater based organizations will receive priority to those from non-East Bridgewater

organizations. Space permitting, messages will run for up to 6 weeks prior to an event.

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6. SPONSORSHIP CREDITS

Commercial advertising is prohibited from the channels. Acknowledgment of underwriting by businesses, organizations or grantors providing monetary or other assistance to the making of the program may be included in the program credits. Some language restrictions apply. Sponsorship credits may not include qualitative or comparative language, price information or other indications of value or savings, a call to action, an endorsement or inducement to buy, sell, rent or lease a sponsor's product or service. EBCTV staff must be consulted as to the proper language for crediting program sponsors.

Individual or for-profit sponsors are permitted only if the sponsor does not have or appear to have editorial control, or the right to editorial control, over the program being sponsored. Individual or for-profit sponsors must also meet at least one of the following conditions:

There must not be or appear to be a direct connection between the interest, product or services of the sponsor and the subject of a program or series.

The program or series content is not blatantly promotional or self-congratulatory.

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7. PUBLICITY

EBCTV, Inc. staff can publicize programs in two ways. Two weeks notice is needed for an announcement to be listed on the electronic bulletin board. In addition, producers are encouraged to work with the staff in the preparation of promos for upcoming programs.

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8. GRANTS

Any individual or group submitting a proposal for grant funding for a project which involves use of the EBCTV, Inc. facility must notify the EBCTV, Inc. Local Access Director. Moneys from grants may be used to pay for equipment, crew, producer, rentals, etc. at the discretion of the person who received the grant. All programs using EBCTV, Inc. facilities must credit East Bridgewater Community Television, Inc.

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9. RIGHT TO REFUSE

EBCTV reserves the right for its staff to refuse the use of facilities, equipment or services to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

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10. EXCEPTIONS

EBCTV's staff and Board of Directors occasionally make exceptions to the above rules. Prior approval is required.

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Frequently Asked Questions

Is EBCTV the same as the Cable Company (Comcast)?

No! EBCTV is a not-for-profit (501 (c) (3)) corporation, charged with overseeing local access, governmental, and educational programming on cable channels 9 and 58. EBCTV is governed by a Board of Directorswhich is made up entirely of East Bridgewater residents. EBCTV has no say or influence over cable rates or reception issues.

Who develops the programs seen on EBCTV?

Local Access is "Do-it-yourself" TV. It's the electronic version of Freedom of Speech. If you live in East Bridgewater or belong to a non-profit organization based in East Bridgewater or operate a business based in East Bridgewater, you can become a member, and begin producing your own programs. The EBCTV staff will help you get started, by teaching you how to use the equipment. As a producer, you'll have to put together your own crew, but we can provide you with a list of volunteers and other members.

Can I Do a show about anything?

With few exceptions, yes. Invasion of Privacy, insurrection against the United States Government, Libel and Slander, Commercial use or use of a lottery are not allowed. Programming ideas are only limited by your imagination. You can do a show based on your interests, hobbies, community concerns..... virtually anything. EBCTV does not censor material created by independent producers. People thinking about creating a show must read EBCTV's Policies & Regulations in its entirety, and should pay special attention to the section pertaining to prohibitions and clearances.

How can I get a copy of an EBCTV program?

All we ask is a $25 donation and we can make a copy to VHS tape or DVD for you. If you provide your own blank media (i.e a DVD or VHS Tape) then the cost is only $20 dollars. In this situation, be sure to attach your name and telephone number, as well as the name of the program you want recorded, to the tape or DVD and drop it off to us at our studio (inside EBHS,

across the hall from the school library) or in our mailbox at Town Hall.) It is best to call first to be sure we still have the original tape of the program. Municipal Meetings are saved in our archive for a maximum of one calendar year due to limited storage.

How can I get an announcement on the Community Bulletin Board?

Just mail, fax, e-mail or send via the web your information and we'll have it on the channel as soon as possible! Or, you can drop it off in our mailbox inside Town Hall. (It's marked "Cable Access Corporation.)Our mailing address is 175 Central Street, E. Bridgewater, MA 02333.Our fax number is 508-378-4201. Our e-mail address is CBB@ebctv.org.

What are your hours of operation?

We are generally open Monday through Friday 1:00pm to 9:00pm, although because our staff is often covering meetings and supervising location shoots, it's best to call ahead at 508-378-4298 to make sure we'll be in the office.

Where can I find the program schedule for channels 9 and 98?

Our program schedule is located here on EBCTV's website as well as on the Channel 9 Community Bulletin Board. Channel 98's schedule is also located on this website

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This Page was last modified 3/4/05

Website Design by Bangzoom Productions

I. FCTV

Falmouth Community Television is an independent, non-profit organization governed by a Board of Directors from the Falmouth community whose mission is to help all Falmouth citizens and institutions realize their full potential through community communication, and to encourage and facilitate their fullest participation in communicating their message. FCTV operates a community media center which includes a video production facility, public and government access channel; channel 13 in Falmouth, a community art gallery and community computing center. The access corporation is financed by a percentage of the profits earned by Adelphia Cable of Falmouth, program underwriting, sponsorship, membership fees and donations.

Falmouth Community Television exists to give the public access to community communication. The public includes all individuals who live, work or have taxpayer status in Falmouth, and to all organized groups with offices in Falmouth - such as schools, hospitals, government agencies, non-profit organizations and fraternal groups. FCTV-13 accepts all types of information and expression and welcomes a diversity of views. Program producers/sponsors are personally responsible for program content. As demands on FCTV's facilities grow, these policies are subject to revision.

Individuals and organizations may utilize the training, equipment and support of staff to produce programming for playback on the access channel subject to these rules and regulations.

II. Statement of Purpose

The Purpose of Falmouth Community Television is outlined in the By-Laws of the Corporation. (pg. 1-Art. II)

III. Role of FCTV Staff

FCTV staff and volunteers designated as interns provide technical assistance to community members and are responsible for the day to day operation of the facility. The Executive Director reports to the Board of Directors. The primary role of FCTV staff is to train community producers, maintain equipment and facilities, schedule programming and equipment, and bring community volunteers together in an environment that will foster the best use of public access television on cable channel 13. The management of the corporation reserves the right to schedule equipment and the facility as needed to perform operational requirements.

IV. Location & Hours of Operation

FCTV is located at 310A/B Dillingham Ave, Falmouth, Massachusetts.
Regular business hours will be posted on the front door of the facility.

V. Membership.

A. Active Membership

Open to all individuals who reside, work or have taxpayer status in Falmouth, and to all organized groups in Falmouth including; schools, government agencies, hospitals, fraternal groups, social service, arts, environmental, science, religious, political and business groups. Minors require a parent or legal guardian authorize their Active Membership status. Proof of age, Falmouth residency, or local taxpayer status may be required.

B. Benefits

* Attend FCTV workshops
* Free access to FCTV production facilities and equipment to produce programs for cablecast.
* Reserve channel time on FCTV channel 13 for cablecasting.
* Receive FCTV newsletters; enjoy reduced rates on videotapes and other discounts.
* Be recognized via Channel 13's Honor Roll of Active Members and Supporting Friends which opens and closes each programming day.
* Exercise voting privilege as a Member of the Corporation. (See By-Laws for voting criteria.)

C. Membership categories and Dues:

Membership categories are as follows:

1. Individual
2. Organizational: Delegate (Voting member) & Representative (non-voting)
3. Family: Delegate (voting member) & Representative (non-voting)

Family membership shall be issued to up to four persons within the same household (at the same address).

The dues of the corporation shall be determined by the Board of Directors.

All dues must be paid prior to workshop registration. All membership dues are non-refundable.

5. If membership dues present a hardship, a limited number of scholarships will be made available up to 50% off the regular annual dues in exchange for volunteer time.

VI. Supporting Friends of FCTV

Active Membership dues are kept artificially low to insure that FCTV facilities and equipment remain accessible to everyone in the community, regardless of financial resources. As a consequence, membership dues cover only a small portion of FCTV's expenses. FCTV welcomes financial contributions from anyone who supports our services and programs regardless of involvement in production. Participation in FCTV's Supporting Friends program is not restricted to Falmouth residents, taxpayers and organizations. Anyone may become a Supporting Friend of FCTV. Contributions in any amount are welcome. As a way of thanking Friends for their support, FCTV offers special benefits to different levels of contribution

VII. FCTV Community Bulletin Board

A. FCTV's community bulletin board is used for Falmouth not-for-profit and community groups to publicize activities and events. A Falmouth phone number must accompany each press release.

B. Special Greetings (B-day, anniv., Mothers Day) may be displayed for $10 per day, prepaid.

C. Community Calendar forms may be picked up at FCTV during normal business hours.

D. Forms must be submitted 1 week prior to when you want your message to begin airing.

E. All messages that have not been renewed may be removed after 1 month.

F. FCTV Staff reserve the right to edit, re-format, and/or refuse any message.

VIII. Out of Town Producers

All out of town producers must be approved by the Board of Directors.
In order for individuals who do not live, work or have taxpayer status in Falmouth to have access to equipment and/or facilities the individual must:

A. Be sponsored by a non-profit group or group directly related to Falmouth (i.e. League of Women Voters) and produce a program for that agency/company during which time the individual will have access to the facility.

OR

B. Become an FCTV intern. During the internship period the individual may work on programming relative to Falmouth, which will be cablecast on FCTV Channel 13. The scheduled work hours will be spent working at FCTV, not on the individuals' project unless otherwise directed. Internship hours will be determined on a case by case basis.

C. All fees must be paid prior to the start of gaining access.

D. Extenuating circumstances are reviewed and executed at the discretion of the Executive Director.

IX. Training

A. FCTV offers workshops in basic video production, advanced multi-camera remote, and editing courses, as well as training in related topics. Certification must be achieved separately for each type of equipment and production situation.

B. Experienced producers may demonstrate technical proficiency and be exempt from training classes at the discretion of the Executive Director or Training & Operations Manager. In order to take the proficiency test, the producer must schedule and attend a minimum 1 hour review class with the Training & Operations Manager for each area tested on.

C. Membership paid in full and satisfactory completion of the basic video production workshop qualifies an individual to be a FCTV community producer. She/he is then eligible to submit a proposal for a program, receive a production contract number and subsequently to produce it.

D. Persons wishing to register for workshops or courses must fill out a registration form at the station. Waiting lists are maintained to insure that trainees are admitted to workshops and other educational programs on a first-come, first-served, non-discriminatory basis.

E. Attendance at all meetings of a workshop, in the sequence given and all obligations in connection with the class is mandatory. Failure to attend class or meet obligations may result in being dropped from the workshop.

F. FCTV reserves the right to revoke certification if, in the opinion of FCTV staff, you are unable to demonstrate sufficient working knowledge of the equipment or fail to demonstrate an attitude of respect and care for FCTV equipment.

G. Course Listings

1. Orientation
2. Beginning and Advanced Studio Production and Editing (SI,S2,E1,*E2*)
3. Beginning and Advanced Field Production (F1,F2)
4. Additional development courses as time and trainers permit.

H. Certification Levels

S1 - Basic Studio

Requirement: Member must display a working knowledge of the FCTV SEG, studio cameras, audio board, lighting equipment, simple VTR skills and studio protocols. Member must attend FCTV's basic studio workshop to the Training & Operations Manager's satisfaction. Serve as crew on 2 studio program tapings as assigned by staff.

Access: S1 certification allows the member to run above mentioned equipment and to produce a program at FCTV.

S2 - Advanced Studio

Requirement: Member must display ability to direct a production from beginning to end without staff assistance. Display a working knowledge of the FCTV studio's basic wiring and engineering. Member must complete FCTV's basic studio workshop to the Training & Operations Manager's satisfaction. Crew on 2 studio program tapings as assigned by staff.

Access: May direct a production and use the vectorscope and wave-form monitor to properly engineer the production.

Prerequisite: SI - Basic Studio

E – Editing *(E1 & E2)*

Requirement: Member must display ability to edit a program from beginning to end w/titles using the appropriate equipment for the certification level.

Access: May use either a control room or edit suite to work on post-production.

F1 - Basic Field

Requirement: Member must display the ability to utilize FCTV's field cameras, tripods and other field equipment, demonstrate the ability to complete a field-produced program to the Training & Operations Manager's satisfaction, contribute to a program produced by another F-certified FCTV member and volunteer on (2) programs as assigned by staff.

Access: May sign out FCTV field equipment designated for field use. May not sign out FCTV's roadcase or van but may work with the FCTV roadcase or van if under the supervision of an F2-certified FCTV member.

F2 - Advanced Field

Requirement: Member must display knowledge of FCTV roadcase and/or van to the Training & Operations Manager's satisfaction. Volunteer on (2) programs assigned by staff.

Access: May sign out FCTV's roadcase or van for the purpose of producing multi-camera programs in the field.

Prerequisite: FI - Basic Field

TH – Town Hall Equipment Room

Certification fir use of the Town Hall Equipment will be determined by Town Hall.

X. Video Tape Format and Policy

A. FCTV currently supports the following formats:

S-VHS VHS 3/4" (cablecasting only) Mini DV (videotaping & non-linear editing only)

B. Provision of blank tape:

1. Certified community producers must provide their own videotape. Tapes may be purchased from FCTV, through staff. Tapes other than those provided by FCTV must be from an approved list to insure quality.
2. FCTV attempts to provide the best possible videotape prices. Prices change as costs to FCTV change. Used tapes may be available for purchase through FCTV at a reduced rate.

C. Retention and use of tape:

1. The edit master tape or a copy must be kept in the FCTV library for 2 months. A copy may be kept longer depending upon program content and availability of storage space. FCTV reserves the right to show a program as many times as there is interest in the community, unless a more restrictive agreement is entered into with the program producer or sponsor. FCTV reserves the right to duplicate the program for FCTV purposes. No duplicates will be made for distribution, nor will the tape be lent out to other access stations without the producer's permission.
2. 2 months after cablecast submission, it is the producers responsibility to pick up their videotape. Any videotapes left at FCTV for longer than 6 months become the property of FCTV and FCTV retains the right to dispose of such videotapes in any manner which they may elect.

6. Community producers may make up to one copy of their finished, edited program on their own tape. For additional copies, producers will pay the going FCTV tape duplication rate. If the producer sells their copy, FCTV rates will apply.

4. If footage produced or edited at FCTV is at any time sold, rented or brings in any money to the producer, (including, but not limited to; grants & underwriting), FCTV is entitled to 40% of all moneys received. *(Unless a rental agreement is entered into)*
5. FCTV agrees to take reasonable care of program videotapes left at FCTV for cablecast. However, FCTV does not assume any responsibility for loss or damage to any videotapes left at the facility.
6. Videotapes recorded on over & over deteriorate & damage FCTV equipment. Therefore, videotapes must not be recorded on more than three times in any FCTV equipment.

XI. Access to Facility and Equipment Use - General

A. Authorized Use:

1. FCTV equipment & facilities are available for use by any FCTV member certified by FCTV staff through training.
2. FCTV equipment & facilities are to be used for producing programs for cablecast on FCTV- Channel 13. Use of equipment for exclusively personal or commercial purposes is prohibited. *(Unless a Rental Agreement is entered into.)*
3. All productions using FCTV equipment or facilities must be cablecast on FCTV Channel -13. *(Unless a Rental Agreement is entered into.)*
4. Production equipment/facilities are available at no charge to certified members, providing;
   a. They are preparing a program for cablecast on FCTV - Channel 13.
   b. The program is for non-profit, non-commercial purposes.
   c. All persons operating equipment have completed the appropriate training classes.

d. The community producer has filled out a FCTV program proposal for that program and obtained written approval from the Executive Director or Training & Operations Manager.

i. It is recommended that producers meet with production staff to complete paperwork and discuss and production consideration.

5. The community producer has read and signed an acknowledgment form stating that he/she has read, understands and agrees to abide by these rules.

B. Use of production equipment and studio facilities is scheduled on a first-come, first-served, non-discriminatory basis. However, no one individual or group may monopolize equipment, and the Executive Director may take whatever actions deemed necessary to rectify such a situation.

C. Personal property is not the responsibility of FCTV.

D Users are responsible for loss or damage due to theft, negligence or abuse while the equipment is checked out to them. All fees in connection with repair or replacement must be paid in full or a payment schedule agreed upon with the Executive Director before any further equipment use will be allowed.

E. FCTV production equipment and facilities are not intended to be used as an income-generating source by community producers, but rather as a forum for community communication.

F. Personal equipment or property used at FCTV must not create a hazard to anyone or anything.

G. Scheduling:

1. All reservations must be made by FCTV staff to be considered valid.
2. Community producers must have a filled-out and approved Program Proposal form and been assigned a production number before scheduling equipment or facility usage.
3. Equipment and facilities are scheduled on a first-come, first-served basis, subject to availability and consistent with FCTV activities, hours of operation and programming guidelines.
4. While equipment and facilities are available on a first-come, first-served basis, staff will use their discretion to ensure that no individual/group monopolizes equipment or facilities.
5. Access users under the age of 18 must have a signed consent form from a parent or guardian for each program proposal and equipment reservation. Minors must also have approval from the staff before taking equipment on their own.
6. Scheduling priority will be given to members producing programs for cablecast.
7. Scheduling of equipment and facility time for program series are assigned in 13 week time blocks. After 13 weeks those awaiting time receive priority.
8. Cancellations must be made 24 hours in advance of scheduled time. Failure to use the facility or equipment when reserved, or failure to provide the minimum advanced notice of cancellation, is a Minor Violation of FCTV's Policies, as outlined in the "Violations" section of this guide.

H. Care of equipment and facilities:

1. Individuals using FCTV equipment and facilities will not tamper with or change any wiring or components. No attempt should be made to repair or work on equipment.
2. Any damage caused by unauthorized tampering will be charged to the user. Loss of equipment and facilities privileges will result from such abuse.
3. All equipment defects, damages, and problems must be reported to FCTV staff upon check-in.
4. No food, drink, or smoking is allowed near equipment on FCTV premises or in the field.
5. Equipment may not be kept in a car overnight, or exposed to elements which could cause equipment failure.
6. Facilities must be left in a clean and neat condition:

a. Props, tapes, scripts, etc. should be removed or put away at the end of the session.
b. Cables should be wrapped appropriately and portable equipment replaced.
c. Power should be turned off and floors swept.
d. Repeated failure to clean up properly and on time will result in loss of privileges.
e. Staff must be notified when producer is finished with the studio or editing suite.

I. Rights and Obligations:

1. All programs must adhere to copyright regulations.
2. Anyone producing programming using FCTV equipment retains ownership of the copyright to that program, as well as full responsibility for any disputes which may arise. The producer must secure all releases of copyrights, talents, etc.
3. Anyone producing programs in a normal classroom setting in the Falmouth Schools must have on file at FCTV a signed copy of the FCTV Talent Release Form for each student videotaped prior to cablecast.
4. Producers may identify themselves only as volunteer public access community producers, not as staff, employees, or in any way representing the FCTV Corporation.
5. If subsequent use of any tape produced at FCTV generates income, that income must be shared with FCTV on a 40% basis. *(Unless a prior rental agreement was entered into.)*

XII. Field Equipment: Check-out & Check -In

(See "Access to Facility and Equipment Use: General" for additional regulations.)

A. To use field equipment, the producer and all crew must be certified for field production. *(F1*).

B. All equipment must be checked-in and out by FCTV staff or someone designated by staff.

C. Equipment check-out forms must be filled out accurately, contain a production # and be signed by user and staff (or designated volunteer).

D. It is suggested that users set up and test equipment before removing it from FCTV. Failure to do so will be the user's responsibility. The return of damaged or broken equipment will be the responsibility of that person.

E. Users must report any problems or breakage when returning equipment.

G. Equipment should be reserved as early as possible, but no more than 13 weeks before it is to be used. *(Exceptions may be made by staff in case of special events)*

H. Normally equipment may be used for no more than 24 hours or one weekend unless permission is granted by the Executive Director or Training & Operations Mgr. An individual or organization may reserve equipment for only one weekend per month unless working on a series program. Additional weekend time may be scheduled on Fridays after 3:00 PM, if equipment is available.

I. Field equipment reservations for program series are assigned in 13 week time blocks.

J. One camera is allowed to be used per person per weekend *(Exceptions can be made by staff).*

K. No more than 2 cameras out per project, unless approved by the Exec.Dir. or Train & Oper. Mgr.

L. One certified member may reserve 1 camera; additional cameras used for a project must be reserved by certified crew members.

M Equipment must be returned on time, by the producer who borrowed it. Failure to return equipment promptly will result in a warning. Subsequent late returns result in loss of privileges.

N. Eligible users under the age of 18 who wish to borrow portable equipment must be accompanied by a parent, guardian or certified adult FCTV member, who must co-sign the equipment check-out form and accepts responsibility for the equipment and its use by the minor.

XIII. Studio Use

(See "Access to Facility and Equipment Use: General" for additional regulations.)

A. To use the studio and control room, the community producer and all crew must be certified for studio production. *(See training certification)*

B. A minimum of two weeks notification for scheduling of the studio is necessary for live programs.

C. Live studio production may require supervision.

D. Producers are entitled to a maximum of six hours per session & 12 hours per finished program. Scheduled studio time includes time needed for lighting, set-up, taping, breakdown & clean-up. Exceptions to the length of a session may be granted by the Executive Dir. or Training & Oper. Mgr.

E. Studio productions are to be scheduled during regular FCTV station operating hours unless special permission in writing is granted by the Executive Director or Training & Operations Mgr.

F Community producers are responsible for the behavior and actions of their guests, talent and others in attendance and require their guests comply with these policies.

G. Studio production times for program series are assigned in 13 week time blocks. After 13 weeks those awaiting studio time receive priority.

H FCTV reserves the right to pre-empt a scheduled studio production for another activity or production of special or timely value.

I. The order of priority for resolving studio conflicts are as follows;

Facility Rental (*with approved contract)*
Production Workshops
Series Program Tapings
Single Program Tapings
Rehearsals or Crew meetings

XIV Editing and Post-Production

(See "Access to Facility and Equipment Use: General" for additional regulations.)

A. In order to schedule edit time, a community producer must be certified by FCTV staff. *(E/E2)*

B. Request for editing time should be reserved as early as possible, but no more than six weeks before it is to be used. *(Exceptions may be made by FCTV Production staff)*

C. Producers may schedule a maximum of three, four-hour sessions at any one time.

D. Editing times are scheduled for regular station business hours. Interns may be allowed off-hour editing time at the discretion of FCTV staff in keeping with the FCTV key policy.

E. If user requires staff assistance during edit session, this must be scheduled when time is booked.

F. Users should not tamper with computers/character generators, or use functions they are not familiar with. Producer will be held financially responsible for abuse or reconfiguring equipment.

G. The order of priority for resolving scheduling conflicts are as follows;

Facility Rental (*with approved contract)*
Production Workshops
Full length programs
Promos
Dubs

XV. Portable Studio (Roadcase or Van) Use

(See "Access to Facility and Equipment Use: General" for additional regulations.)

A. To use the portable roadcase or van, the producer must be certified for portable studio production. (F2)

B. All camera crew used for the production must be field certified. *(F1)*

C. Any additional crew must be F1 or SI certified.

D. In order to reserve and check out the portable roadcase or van, Members must reserve the equipment in groups equal to the number of cameras to be used, plus one for switcher operation.

E. The portable studio equipment may be reserved up to six weeks in advance and should be confirmed one week prior to reservation.*(Staff may make exceptions in case of special events)*

F. 2 week minimum notification for scheduling of a portable studio is necessary for live programs.

G. Equipment may be used for no more than 2 days per week or one weekend unless permission is granted by the Executive Director or Training & Operations Manager. Equipment may be reserved by an individual or organization one weekend per month unless working on a series program. Additional weekend time may be scheduled on Fridays after 3:00PM, if equipment is available.

H. Equipment check-out forms must be filled out accurately, contain a production # and be signed by user and staff (or designated volunteer).

I. It is suggested that users set up and test equipment before removing it from FCTV. Failure to do so will be the user's responsibility. The return of damaged or broken equipment will be the full responsibility of that person.

J. Users must report any problems or breakage when returning equipment.

K. In addition to F2 certification, any producer wanting to use the van must have a copy of his/her valid Massachusetts drivers license on file at FCTV.

L. The order of priority for resolving scheduling conflicts are as follows;

Facility Rental with approved contract
FCTV Productions (i.e. Selectmen's Meetings/Town Meeting)
Production Workshops
Live Productions
Taped Productions

XVI. No-Shows on Scheduled Equipment Time

A. Cancellation of equipment and facility reservations must be made 24 hours in advance, except in cases of emergency. A user who is more than 30 minutes late picking up equipment will be considered a no-show and the equipment may be released to another person. Once the facility or equipment has been released to another producer, the person using it cannot be bumped. Repeated last minute cancellations or no-shows will result in loss of privileges. Consequences are as follows:

1. First no-show: Verbal warning
2. Second no show: Written warning
3. Third no-show: 30 day suspension of privileges.
4. Fourth no-show: 90 day suspension - must meet with Executive Director to be reinstated.

XVII. Underwriting and Grants

A. FCTV community producers are encouraged to apply for & receive underwriting or grants that aid in the development, production, distribution or improvement of programs. Donations can be in the form of in-kind contributions (goods or services) or money. You must adhere to the following guidelines when you plan to solicit or receive contributions on behalf of your program:

7. <u>Before</u> making any solicitations for program funding, you must meet with FCTV staff regarding your plans. We will review with you the policies and procedures governing underwriting/grant solicitations, credits, and help you draft a budget. No solicitation may be made on behalf of a program unless FCTV has given prior written approval. FCTV's name may not be used in connection with any program or solicitation without prior written approval.

8. <u>You must explicitly inform all prospective underwriters and/or grantors you are a community producer acting on your own behalf – not an FCTV official, and that FCTV does not assume any responsibility for your program</u>.

9. All underwriting funds must be paid directly to FCTV. FCTV will reimburse you for your expenses upon the presentation of receipts. After the completion of your program, or in the case of a series, after 1 year, all remaining funds will remain in FCTV's custody.

All underwriting funds must be used for production expenses only, such as the costs of videotape, music rights, set supplies, and talent. Since your membership dues cover only a small fraction of the actual costs associated with your production, 40% of your budget will be allocated to offset FCTV's facility and staff time costs.

Because FCTV's facilities may not be used for personal gain, the producer and members of the production crew may NOT be paid for their efforts. Use of FCTV facilities for commercial, profit-making, or private use under the pretense of creating Public Access programming is a Major Violation of FCTV policies. If you would like to raise funds in order to get paid (and pay your crew) for your efforts, you must enter into a Rental Agreement with FCTV and pay FCTV's reduced market rates for use of the production facilities. In this instance, FCTV still must pre-authorize all solicitation materials or grant applications involving use of FCTV facilities, but all underwriting funds will be paid directly to you the producer.

Where grants are applied for and received, FCTV must be written into and receive 40% of the budget. All grant applications involving use of FCTV facilities must be pre-authorized by the Executive Director.

Per the Corporation's by-laws, policies, agreement with the cable operator, and non-profit, tax-exempt status granted under Section 501(c)(3) of the Internal Revenue code, no commercial content is allowed on the public access channel. Commercial content includes, but is not limited to, product placement, advertisements of goods or services of for-profit entities, qualitative or comparative descriptions of products or services, or testimonials for the purpose of commercial exploitation.

1. All acknowledgments shall open with "Support for the following program has been provided in part by..." or something substantially similar. Contributors of products or services may be acknowledged in the credits with specific references to the type of their donation. For example, "Catering provided by..."
2. Underwriting Acknowledgments may include the following:
   a. Logo's and/or corporate slogans which identify and do not promote;
   b. Shots of the inside or outside of an underwriter's business;
   c. Location information and telephone numbers, provided you don't ask the viewer to take any action (see prohibition #3c below);
   d. Value neutral descriptions of a product line or service;
   e. Visual depictions of up to two (2) specific products in a value-neutral setting, provided they are not shown in use.
3. The following practices convey a more "commercial" impression and are NOT permitted:
   a. Qualitative or comparative language or claims.
   b. Price information;
   c. Solicitation of direct viewer response of any kind, such as "...buy one today...", "...give us a call at...", or "...visit our showroom located at...";
   d. Use of official company spokespersons doing video testimonials or audio voice-overs. Generic employees are acceptable; use of the station's "official voice" is preferred;
   e. Moving products displayed in use on the air;
   f. Product sounds (e.g., motor starting in Champion spark plug credit);
   g. Music with lyrics. Including musical signatures that are part of a company's corporate identity, or an advertising jingle.

As producer, you have the latitude to establish your own schedule of on-air acknowledgments for specific levels of support, subject to the guidelines above. The variables you have to work with include credit length, type of credit, and frequency. FCTV urges you to seek the advice of its staff to insure the appropriateness of your acknowledgments.

B. FCTV credit must still be included. "This program was produced at Falmouth Community Television."

C. For additional information and forms see the "FCTV Underwriting Packet".

XVIII. Facility Rental

A. In order to fulfill the needs of the community to the greatest extent possible, FCTV offers the opportunity to rent video production facilities and equipment for the purpose of recording and/or editing material which is not primarily intended for play on the community access channel.

B. All material videotaped under the Rental Agreement remains the sole property of the producer.

C. No FCTV facilities or equipment may be used for personal profit either direct or indirect, unless a rental agreement has been signed by FCTV and the producer.

D. Any Active Member of FCTV is eligible to rent FCTV's facilities and/or equipment, however, only properly certified members may actually use the equipment.

E. If a certified member is needed to run the equipment, FCTV will provide one or provide a list of certified producers. There will be an additional charge for labor beyond the rental rate.

F. Reservations for equipment rental may be made three (3) weeks in advance.

G. A rental agreement must be signed in advance and all fees in connection with the rental pre-paid at the time of scheduling.

H. Rates:

1. A rate sheet will be made available at FCTV.
2. Rates will be maintained in two (2) categories: Commercial and Non-Commercial.
3. FCTV may require documentation to determine your projects' correct category.
4. The non-profit rate applies to non-commercial productions and/or producers acting on behalf of a non-profit organization.
5. The Commercial rate applies to commercial productions or producers acting on behalf of commercial entities.
6. The producer is solely responsible for the content of the program and its timely delivery.
7. The producer must inform potential customers or underwriters that they are solely responsible for content and timely delivery and not FCTV.
8. Refunds will be given provided that cancellations are made 24 hours in advance. After that there will be no refunds.

XIX. Channel Time Request and Cablecasting Procedures

A. Requests for Cablecasting:

1. All requests for channel time on FCTV will be processed on a fair and equitable basis. Only programs submitted for cablecast and/or sponsored by FCTV members will be cablecast. A Request for Cablecast form must be filled out & will be used for scheduling.
2. A Request for Cablecast and Statement of Compliance form must be filled out and signed prior to the program's being cablecast.
3. Programs produced outside FCTV may be cablecast on Channel - 13 if they meet the technical and legal standards specified in this document and only if submitted by a member of FCTV. The local sponsor must co-sign all FCTV forms.
4. Programs submitted for cablecast will be granted one cablecast. Any repeat showings will be scheduled at the discretion of staff.
5. FCTV retains the right to schedule programming at its discretion.

B. Series:

1. Regularly scheduled series time slots will be allocated at the discretion of staff, provided ample time remains available for other community programming requests.
2. A series will be allocated a maximum of 13 programs, after which re-application is required. Re-application will be considered in light of other scheduling demands.
3. If a series producer fails to produce new, original programming for more than two consecutive showings or regularly fails to have the program ready for scheduled cablecast, the time slot may be reassigned to other users.
4. A series may be daily, weekly, bi-weekly, bi-monthly or monthly.

C. FCTV reserves the right to reject any program that does not meet minimum technical standards. Tapes which do not carry a stable signal over the cable system or which might damage FCTV equipment will not be cablecast.

D. Scheduled programs may be preempted for time-sensitive programs.

E. For anyone wanting their tapes returned, videotapes must be accompanied by a self addressed stamped envelope upon submission to FCTV or be picked up.

1. Finished tapes must be labeled as follows on the cassette box spine/front & videotape:
   a. The complete program title as it appears on cablecast request form.
   b. Total running time in hours - minutes - seconds.
   c. Producer name (phone number requested.)
   d. Indication by date or number, the sequence of the programs if more than one on tape or more than one program in a series.
   e. The cassette box and program tape must be labeled the same.
   f. All old labels must be completely removed or covered.

F. Give completed tapes to the Training & Operations Manager for cataloging and scheduling.

G. Programs must be received by Noon - Tuesday to be scheduled for cablecast the following week.

H. FCTV wants to assist parents with a means of controlling the viewing of programming with indecent, adult content, nudity or violent material by children, as well as provide viewers with notification of programming with potentially indecent material so they can make informed viewing choices.

While providing such notification, we do not wish to preclude the opportunity for all forms of expression on FCTV in accordance with all relevant laws. Therefore, FCTV requests that community producers place a content advisory at the beginning of any program cablecast on the channel which may be unsuitable for children and FCTV reserves the right to cablecast programming with adult content after 11:00 PM.

I. Live Programs:

1. All live programs must be requested a minimum of 2 weeks in advance
2. A producer who fails to use a live time slot that has been scheduled, or who cancels a live production with less than 1 week notice must submit a written explanation to the Training & Operations Manager. Such cancellation may be a reason to deny other such live program requests. Acceptable reasons for not using a live time slot include sickness, severe personal problems and technical problems beyond the producer's control.

XX. Program Content Rules

A. The producer of the program accepts all responsibility for the content of the program and must agree to hold harmless and indemnify FCTV Staff, Volunteers, Board of Directors, The Town of Falmouth and Adelphia Cable.

B. The FCTV-13 name and logo shall not be used in any credits or any other part of the program, unless specifically authorized by the Board of Directors and as noted below.

C. All productions using FCTV facilities and/or equipment shall carry the following full page credit for 10 seconds at the open of the program;

"The following program is a public access production of (Producer's Name) and (Production Company), who assumes full responsibility for it's content.

The content of this program does not represent the views of Falmouth Community Television, which serves as a forum for community expression and offers TV training, production facilities, and channel time to all Falmouth residents and organizations. "

(It is recommended that this credit is done as a "voice over" as well as a written credit)

D. All productions using FCTV facilities and/or equipment shall carry the following full page credit at the end of the program;

"Production Facilities provided by Falmouth Community Television, FCTV-13"

E. Presentation of the following material on the community access channel is prohibited:

1. Any commercial programming or advertising;
2. Any material which constitutes libel or slander;
3. Any obscene material or pornography;
4. Any unauthorized use of copyrighted material or publicity rights, and invasion of privacy;
5. Any material in violation of FCC regulations **and**,
6. Any material which violates local, state or federal law.

F. Only Non-Profit organizations and community groups recognized by the Attorney General of the Commonwealth of Massachusetts with approved soliciation status may fundraise on FCTV-Channel 13.

G. Non-profit organizations and community groups interested in producing fundraising programs must submit a proposal to the FCTV Board of Directors along with documentation proving IRS and state status, as well as a current state Solicitation Certificate.

H. Obtaining personal releases is the responsibility of an individual, producer or organization.

XXI. Access for Political Candidates

Political candidates are subject to the same rules and procedures as other users of the FCTV access channel in addition to the following

A. The access channel bulletin board will be made available (one page per week) for individual use by political candidates for office. Such use will begin forty five (45) days prior to a primary or general election day.

B. Programming endorsing any particular candidate will end twenty four (24) hours prior to Election Day.

C. Public Meetings such as Town Meeting, Board of Selectmen, School Committee, Planning Board, etc. are not considered Political Programming and are not subject to the "*24 hour*" rule.

XXII. Program Promotion

A. All community producers are encouraged to promote their own programs.

B. Effective promotional techniques include short news releases we can send with our cablecast schedule to area newspapers and radio stations in addition to a listing on the FCTV bulletin board and Home page on the World Wide Web.

C. For special promotion of time-sensitive programs or other major projects, please speak with the Executive Director.

D. All promotional materials must be approved by the Executive Director to ensure accuracy of information conveyed

XXIII. Rules of Conduct

The following rules of conduct are in place to provide a safe, healthy and comfortable place for all FCTV members while in this facility. Individuals found in violation of these rules will not be allowed to remain on the premises and may be subject to further disciplinary action.

A. Proper respect and care of the equipment must be maintained at all times.

B. Possession or use of any illegal substance, drugs, alcohol, weapon, firearm on FCTV premises is strictly forbidden.

C. Smoking is not permitted in any FCTV facility.

D. No one will be allowed to operate equipment or remain at FCTV facilities while exhibiting unacceptable behavior. Unacceptable behavior includes, but is not limited to:

1. Using or appearing to be under the influence of alcohol or drugs.
2. Harassment or intimidation of staff, members, guests, volunteers or board members.
3. Abusive language or actions, as determined by FCTV staff.
4. Inability to handle equipment safely and properly.

E. FCTV telephones and office machines are for FCTV business only. Volunteers may give out the FCTV phone number for use only in cases of emergency and must have staff permission to utilize telephones.

10. Members and guests must be fully clothed, including shirts & pants/skirts

11. Young children must always remain in the company of their parent (s) or guardian.

H. Time spent at FCTV is to be used for producing programs, training or specific volunteer services.

I. Violation of the above rules will result in immediate expulsion from FCTV's premises. Repeat violations can result in permanent loss of privileges.

XXIV. Violations of Policy

A. Major Violations:

1. Major violations include, but are not limited to:

a. Commercial or profit-making use of FCTV equipment/facilities. *(Unless entered into a Rental Agreement)*

b. Misrepresentation of members' affiliation with FCTV.

c. Falsifying forms or giving false information to anyone.

d. Taking or reserving equipment without staff permission.

e. Abuse of equipment, including attempted repair, rewiring, facility reconfiguration, & improper transport.

f. Harassment, intimidation or abuse of staff, members, guests, volunteers or board members.

g. Copyright infringement.

h. Possession of illegal substances, drugs, weapons, firearms or explosives on FCTV property.

I. Unauthorized use of alcohol on FCTV premises.

j. Interfering with normal FCTV operations or at FCTV sponsored activities.

k. Theft, trespassing, engaging in unlawful acts or behaving in lewd, indecent, obscene or harassing behavior while on FCTV premises.

l. Default on payment or refusal to pay for replacement or repair of equipment stolen or damaged for which member has taken responsibility.

M. Unauthorized use of the FCTV live switching device.

12. A major violation will result in an immediate 60-day suspension of privileges. Violator (or parent of a minor) may also be held responsible for repair or replacement charges.

3. Any subsequent major violation will result in the permanent termination of membership and loss of FCTV equipment/ facilities privileges. Terminated members may rejoin or be reinstated only by application to the FCTV Board of Directors.

B. Minor Violations:

1. Other violations may include, but are not limited to:

a. Failure to cancel a reservation for equipment or facilities

b. Late pick-up or return of equipment without notification and approval

c. Failure to clean up properly and on time after using the facilities.

d. Eating or drinking in non-designated areas

e. Smoking in FCTV facilities.

f. Using equipment without adequate training or proper certification.

g. Failure to properly acknowledge FCTV in program credits and publicity.

2. The first violation of this kind will result in a verbal warning. Further violations within a one-year period will result in:

a. Second violation: Written warning

b. Third violation: One week suspension of privileges

c. Fourth violation: 6 month suspension of privileges

C. Staff Prerogative

1. The Executive Director is authorized to issue warnings and suspensions. In addition, any FCTV staff member or designated facility manager may reasonably refuse access to FCTV's production facilities, equipment, or premises to any individual who appears to be under the influence of alcohol or other drugs, or who interferes with the orderly conduct of business.

XXV. Grievances and Appeals

A. Members are encouraged to resolve grievances on the staff level.

B. Grievances regarding disciplinary actions, workshop space assignment, channel time allocation, facility or equipment availability, or any other matter must be discussed first with the Executive Director.

If that discussion fails to provide an adequate explanation or solution, the aggrieved member may file an appeal requesting a hearing before FCTV's Board of Directors. Requests must be made in writing to the President of the Board, within five (5) working days after the meeting with the Executive Director to discuss the grievance. All decisions of FCTV's Board of Directors regarding the grievance and appeal shall be final.

ACKNOWLEDGMENT OF RECEIVING OPERATING RULES & REGULATIONS

By signing below, I do hereby acknowledge having received and read the FCTV operating rules and regulations and state that;

1. I understand the policies as written;

2. I do agree to abide by the policies and understand that failure to do so may result in suspension, revocation of all privileges, or expulsion from Falmouth Community Television;

3. I sign this document of my own free will.

_____ _____

Signed Date

If under 18, a parent or guardian signature is required.

_____ _____

Parent/Guardian Date

FCTV acknowledgment of receipt

_____ _____

Signed for FCTV Date

* Organizations taking responsibility for individual users must have a letter on file at FCTV stating their intent

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Framingham Channel 9

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About Us

On this page we will describe our background and philosophy.

Our Mission

We have a simple philosophy - that everyone who comes into the studio is treated with respect.

We believe that everyone who has an interest in creating television should receive the training and support they need to succeed. We offer a full range of classes from basic through intermediate to advanced. We try to make learning fun and enjoyable.

Our History

Channel 9 (formerly Channel 17) has been training people and creating original programming for the people of Framingham for almost 20 years.

In 2001 we moved our studios and production facilities from Worcester Road (Route 9) to our current location at 14 Burr Street.

Channel 9 Studio - 14 Burr Street - Framingham, MA 01701 - 508-875-5434
Fax: 508-875-1846

Purchase A Videotape

Dedicated to Excellence in Public Service

Government access programming is available for citizens who wish to obtain a videotape recording for private home viewing. This service is available by submitting a videotape request form, which is available below. The cost of a videotape is $20.00, residents who provide a blank videotape for the program to be recorded onto can deduct $5.00. All programming produced by government access television is owned by the Town of Framingham. Use of this programming for any public use is prohibited without the expressed written consent of the Town of Framingham.

For a videotape request form click here

Municipal Television Home

Mission Statement

Dedicated to Excellence in Public Service

The mission of municipal television is to serve the community as a valued resource by providing timely news and events to inform Framingham residents on town programs and services.

We do this by producing video coverage of public meetings, development of original series, and displaying important town announcements on our municipal electronic bulletin board.

Municipal television is dedicated to programming which supports the goals and objectives of the various town departments, also to make the proceedings of local government more accessible to the public.

Municipal Television Home

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Framingham Channel 9

Training Schedule

We offer a full range of television and video production classes... call 508-875-5434 to sign up for a class.

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Studio Directing – Saturday, May 13

Advanced class
Learn how to direct in the studio

Zen & the Craft of Shooting – Thursday, May 18, 6:30 - 9 pm
All levels
How to shoot without thinking - & still get good video

Imovie – Saturday, May 20th 10:30am-1pm
Basic Class
Learn the basics of editing

Location Audio –Thursday, May 25 6:30-9:00pm
Intermediate class
Learn how to use mixers & multiple microphones on location

Studio Production –Thursdays June 1, 8 & 15
Basic class
Learn how to use the cameras, switcher, and audio board in the studio

Scripting – Saturday, June 3, 10, 17 - 10:30-1:00pm
All level class
How to write a script - from concept through development

Grass Valley Switcher – Saturday, June 24
Advanced class
Learn the advanced functions on the Grass Valley Switcher; chroma key, etc.

Adobe Audition-Thursday, June 22nd, 6:30-9:00pm
Intermediate class
Learn how to use Adobe Audition Audio Software. Improve how your video sounds

DVD Basics- Thursday, June 29th, 6:30-9:00pm
Intermendiate Class
How to burn DVD's on the Apple G5 and other forms.

Imovie – Thursday, July 6, 6:30 – 9pm – Basic Class
Learn the basics of editing with Apple's IMovie

Adobe Premiere – Thursdays, July 13, 20 & 27 – 6:30 – 9 pm Intermediate class
Learn editing with Adobe Premiere

Camcorder – Thursdays, August 3, 10 & 17 – 6:30 – 9 pm - Basic Class
Learn how to use a digital camcorder, must attend all sessions

Studio Production –Thursdays, August 24, 31 & September 7 - Basic class
Learn how to use the cameras, switcher, and audio board in the studio

Zen & the Craft of Shooting – Thursday, September 14, 6:30pm to 9 pm- All levels
How to shoot without thinking - & still get good video

Final Cut Pro 4 - Saturdays, September 9, 16 & 23- 10:30 am to 1 pm - Intermediate class - Learn the new FCP system - must be familiar with Final Cut Pro 1 already

Compix Character Generator – Thursday, September 21, 6:30 - 9 pm Intermediate
Learn how to use the CG in master control; backgrounds, scrolls, etc.

Scripting – Thursday, September 28, October 5 & 12 6:30 – 9 pm - All level class
How to write a script - from concept through development

Grass Valley Switcher – Saturday,

September 30, 10:30 – 1 pm - Advanced Class
Learn the advanced functions on the Grass Valley Switcher; chroma key, etc.

Engineering - Saturday, October 7, 10:30am-1pm - Advanced Level Class - Phasing cameras, balancing the cameras, etc.

Location Audio – Saturday, October 14, 10:30 am -1:00pm- Intermediate class
Learn how to use mixers & multiple microphones on location

Adobe Audition-Thursday, October 19, 6:30-9:00pm-Intermediate class
Learn how to use Adobe Audition Audio Software. Improve how your video sounds

Studio Lighting – Saturdays, October 21 & 28 – 10:30 am– 1 pm Intermediate Class
How to work with lighting (& the lighting board) in the studio

Studio Directing - Thursday, October 26, 6:30 to 9 pm - Advanced class
Learn how to direct in the studio

Studio Audio - Thursday, November 2; 6:30am-9pm- Intermediate class
More advanced audio in the studio-mixer settings, multiple audio sources, etc.

Non Linear Edit Techniques - Premiere-Saturdays, November 4 & 11, 10:30 am to 1pm- Advanced - Advanced editing on Premiere - must know Premiere

Apple Final Cut Pro - Thursdays, November 9, 16 & 30; 6:30 to 9 pm - Intermediate
How to edit on Final Cut Pro - must attend all 3 sessions

Engineering - Saturday, Saturday, November 18; 10:30am-1pm - Advanced Level Class - Phasing cameras, balancing the cameras, etc.

Studio Production – Saturdays, December 2, 9 & 16; 10:30am-1pm-Basic Level Class - Learn how to make a show in the studio-we will train you to

become a camera operator, floor director, technical director and audio operator

Camcorder - Thursdays, December 7, 14 & 21; 6:30-9pm - Basic Level Class
Learn how to use a digital camcorder to make your own programming

For more information call: (800) 555-1212

Channel 9 Studio - 14 Burr Street - Framingham, MA 01701 - 508-875-5434
Fax: 508-875-1846

Broadcast Request Form

Welcome To Forms

BROADCAST REQUEST FORM

Name:	**Date:**
Address:	**City/State/Zip**
Phone (Day):	**Phone (Evening):**
Organization Representing (if applicable)	
Show Title:	**Exact Length:**
Tape Format: (Circle One) VHS S-VHS Mini-DV	
Preferred Playback Dates & Times: (Based on Availability)	
Comments:	

Applicants Signature:
DO NOT WRITE BELOW THIS LINE
Dates & Times Scheduled:

Please PRINT and FILL-OUT this form to schedule your video to be broadcast on Franklin Public Access Channel 8. All Broadcast Request Forms MUST accompany the video. You can drop off the video and form in the DROP BOX located at 13 Main St. Suite 10A, Franklin. Or call Steve Russo at 508-541-4118 for more info. FRANKLIN RESIDENTS and BUSINESSES ONLY.

4886
Updated: January 24, 2006

This Web site has been developed for the benefit of residents, schools, businesses, and anyone who is interested in the town. It is a work-in-progress. We welcome your questions, comments, and feedback on how we can make it more useful and enjoyable to use. Please contact the Webmaster.

"Dost thou love life? Then do not squander time; for that's the stuff life is made of." - Benjamin Franklin

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Community Bulletin Board Form CH.11

Print and fill-out form. See Directions Below

Franklin Community Bulletin Board
Channel 11
Deliver to Franklin Town Administrator's office
Or FAX at 508-520-4903
Name:_____
Organization:_____
Phone #_____
Start Date_____ **End Date**_____

This is the total amount of letters & spaces available

8022
Updated: October 25, 2005

This Web site has been developed for the benefit of residents, schools, businesses, and anyone who is interested in the town. It is a work-in-progress. We welcome your questions, comments, and feedback on how we can make it more useful and enjoyable to use. Please contact the Webmaster.

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Make Your Own TV Show FREE!

Make Your Own TV Show! FREE!

Make Your Own TV Show FREE!

For Franklin Public Access CH. 8 or Educational Access Channel 96

- Call Steve Russo at 508-541-4118 to learn how **YOU** can make you own TV show and have it broadcast on

Franklin's Public Access Channel 8 or Educational Access Channel 96.

- Do you already have a show you want others to see? Call and find out how to have it broadcast on CH.8 or 96… FREE! (Franklin residents only)

A Service of Comcast

12956
Updated: February 8, 2006

This Web site has been developed for the benefit of residents, schools, businesses, and anyone who is interested in the town. It is a work-in-progress. We welcome your questions, comments, and feedback on how we can make it more useful and enjoyable to use. Please contact the Webmaster.

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Public Access Rules & Regulations

Welcome

COMCAST'S PEG ACCESS PROGRAMMING

OPERATING PROCEDURES WRITTEN IN CONJUNCTION

WITH THE FRANKLIN CABLE ADVISORY COMMITTEE

(revised July, 2002)

This agreement may be revisited with thirty days notice by either Comcast or the Franklin Cable Advisory Committee.

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Nothing herein supercedes any local, state or federal rule, regulation or law, including but not limited to the “Franklin Final Cable Television License, dated March 17, 1997” or

any renewal thereafter.

I. INTRODUCTION

Comcast Vision Statement:

Comcast is committed to the creation and delivery of Interactive Broadband products and services that enable people to simplify and enhance their lives. We help our customers reach around the corner and around the globe. Our superior customer service reflects our dedication to an environment that embraces community, opportunity, integrity, and courage. We value balance in life and work, and believe our services contribute to that goal. Our excitement for the future ignites a passion for excellence and a belief that all things are possible.

Comcast provides communities with a wonderful opportunity for volunteers by providing public, education, and government access facilities and equipment. Our goal is to provide a safe and professional work environment for all. To achieve this, we want to inform you of what is expected of you and what you may expect in your relationship with Comcast.

At Comcast:

· We believe that it is important for all of us to treat each other with consideration and respect.

· Our work environment models safety for our employees, vendors, customers, and volunteers.

· The behaviors that we demonstrate reflect the attitude of respect and dignity for all.

· We work together in a team environment.

· We require the proper use of equipment, computer systems, and our facilities.

Therefore, the following standards of conduct have been developed. Non-compliance with any one of these standards may result in loss of some or all privileges relating to Comcast public, educational and governmental/local origination facilities and associated production equipment. Comcast in conjunction with the Franklin Cable Advisory Committee has full authority and discretion to deny access privileges as and when it deems appropriate.

Comcast provides channel time, production equipment, training, and technical assistance to any Franklin resident and/or person(s) affiliated with any Franklin Institution (as defined in the Franklin Final Cable Television License, dated March 17, 1997). These provisions are solely for the production and presentation of noncommercial programs and local public, educational and governmental access programming.

Any resident may request channel time for the presentation of a program. In order to use production equipment to produce a program, a resident must demonstrate adequate knowledge of the equipment or receive training in its use and certification by Comcast's Staff.

Comcast's Staff will provide training in the use of equipment and customary studio and field production, editing and post production along with technical assistance in program production. Comcast's Staff is not available to serve as a production crew to make programs or cover events for volunteer producers. Comcast's Staff will assist residents in assembling production crews from among trained and qualified volunteers.

Comcast reserves the right to review all definitions and policies contained in this Access User Policy Manual and, in conjunction with the Franklin Cable Advisory Committee, has the discretion to make changes as they deem necessary.

II. DEFINITION OF TERMS

Access Channels -- Channels set aside by the cable operator for use by the public, educational institutions, or municipal government on a nondiscriminatory basis.

Access User – Unless otherwise provided for in the Franklin Final Cable Television License dated March 17, 1997, any qualified individual who is a Franklin resident and/or any person(s) affiliated with any Franklin institution. An Access User is such person who has successfully completed training and signs the Access User Agreement. Then said Access User may schedule equipment, facilities and/or channel time in his own name. (Such Access User may or may not be a producer.)

Alphanumeric Keyboard -- A keyboard that allows communications with a computer in letters and numbers.

Bicycled Tape -- A videotape that is not produced in the town, rather, it is preproduced and prerecorded material that is shipped or brought to operators for PEG Access use.

Broadband Communications System -- Frequently used as a synonym for cable television. It can describe any technology capable of delivering multiple channels and services.

Cable Television System -- A broadband communications system, capable of delivering programming and information services from a set of centralized antennas, generally by coaxial cable, to a community. Other integration includes fiber optics and satellite and microwave communications.

Candidate, legally qualified for office -- Any person who has publicly announced candidacy by formal declaration and meets the legal qualifications for an elected office. Please see the Franklin Cable Advisory Committee guidelines regarding political programming which are attached to this document.

Notwithstanding the foregoing definition and in accordance with applicable law, Comcast will conform to its lawful responsibilities regarding a candidate's use of access channel capacity.,

CG (Character Generator) -- Device which electronically displays letters and numbers on the television screen.

Channel Capacity -- Maximum number of channels that a cable system can carry simultaneously.

Copyright -- The exclusive right to the material contained in a program. The right covers reproduction, publishing, and broadcasting of information.

Crew -- Access Users working with the producer and/or Access User to assist in the production of programming. Comcast understands it may be difficult for resident producers to find adequate crew from within the town. Crew members that are non-residents must fulfill all the requirements of Comcast's PEG access programming operating procedures, including signing the Access User Agreement, but excluding the residency requirement, under conditions set forth and approved by Comcast. It is expected that non-resident crew members will be an exception and will constitute a very small minority. Unless otherwise provided by the existing Franchise, non-residents involved in any programs shall be limited to the production Crew only and, only residents of communities served by Comcast, set forth in Cable Licenses signed in those communities, may be producers.

Dedicated Channel -- Any channel reserved for a particular use.

Distant Signals -- Television channels from another market imported and carried locally by a cable television system.

Downstream -- The flow of signals from the cable system headend through the distribution network to the subscriber.

Earth Station -- Structure, referred to as a "dish", used for receiving and/or transmitting those electromagnetic signals coming from or going to a satellite.

Educational Access -- Channel time reserved for noncommercial educational access programming.

Federal Communications Commission (FCC) -- The U.S. governmental agency established in 1934 to regulate electronic communications. The FCC succeeded the Federal Radio Commission.

First Time Access User -- An individual or non-profit organization which has not used either the equipment, facilities or channel time during the preceding twelve months.

Franchise -- Contractual agreement between a cable operator and a governmental body that defines the rights and responsibilities of each in the construction and operation of a cable system within a specified geographical area.

Government Cablecasting -- Access for federal, state and local officials to disseminate information to their constituents via cable television. This can be achieved by the official submitting videocassettes to the cable operator, sending abridged newsletters for display on a system's alphanumeric channel, or participating in interview programs on access channels.

Hardware -- Equipment involved in the production, storage, distribution or reception of electronic signals. (Examples are headend, coaxial cable network, amplifiers, television receivers and production equipment, like cameras and videotape recorders).

Headend -- Electronic control center of the cable system. This is the site of the receiving antenna and the signal processing equipment essential to proper functioning of a cable system.

HUBS -- Distribution centers where signals are taken from a master feed and transmitted over cable to subscribers.

Independent -- Individually owned and operated cable television system; not affiliated with an MSO.

Institutional Network -- A network which is operated in conjunction with a cable TV system, which is designed to satisfy the needs of schools, businesses, or government.

Interconnect -- Connection of two or more cable systems by microwave, fiber, coaxial cable, or satellite, so that programming or advertising may be exchanged, shared or simultaneously viewed.

Issuing Authority -- Governmental body responsible for specifying the terms of a franchise, awarding the franchise, and regulating its operation. While the franchising authority is usually a local city or county body, some areas are regulated exclusively on the state level.

Leased Access -- Any channels made available by the operator for a fee.

Libel -- A written or oral statement that conveys an unjust characterization.

Local Origination -- Cable programming entirely planned and produced by Comcast staff and/or a pre-produced videotape that is cablecast on a channel controlled by the cable operator.

Local Origination Programming -- Programming in which program planning and production is carried out by the Comcast staff. There may be volunteer input on ideas and involvement in the production, but editorial control and responsibility rests with the cable operator.

Local Signals -- Over-the-air broadcast signals available within the Grade B contour of a community; usually carried on a cable system's basic tier of programming.

MSO (Multiple System Operator) -- Company that owns and operates more than one cable television system.

Narrowcasting -- Delivery of programming that addresses a specific need or highly focused audience.

Obscene Material -- Material which fits the legal definition of obscene or indecent material under local, state and federal laws, including any Supreme Court rulings or any other court rulings of competent jurisdiction.

Organizational Access User -- Any member of a non-profit organization with a 501(c)3 status or similar organization serving the town, or employee(s) of a municipal agency serving the town, which has scheduled equipment, facilities or channel time in its name. An organizational Access User is subject to the same weekly facility and channel limitations as individual Access Users, whether one or several individuals book time in the name of the organization.

PEG -- Refers to "Public, Educational and Governmental" access channels; i.e. PEG channel(s).

Penetration -- Ratio of the number of cable subscribers, or pay-TV subscribers, to the total number of households passed by the system.

Producer – An Access User or Organizational User that is responsible for the production of PEG Access Programming. Producers must satisfy the requirements of being an Access User as defined by the license. While a program may involve many Access Users working on the same production, the producer agrees to be responsible for all liabilities concerning program content and other violations of these Access Programming Operating Procedures by themselves or any members of the production crew. (In the case of a minor, his parent or guardian assumes all responsibility for program content and other liability outlined in these Access Programming Operating Procedures and the Access User Agreement).

Programming -- the news, entertainment, information resources and educational presentations carried on a cable system or broadcast by a radio or television station. Such programming can originate at the local, PEG Access, regional, or national level.

Public Access – Unless otherwise provided in the existing license, channel time will be made available on a first-come, first-served, nondiscriminatory basis, specifically for noncommercial PEG programming by residents, Franklin institutions or local non-profit organizations.

Public Access Programming -- Programming produced by volunteers using Comcast facilities and equipment. When an Access User brings in a prerecorded tape or bicycled tape for cablecast, it is also considered public access. In both these instances, Comcast, by federal law, may not edit or control content. This programming must be noncommercial.

Regular Access User -- An Access User that has used either the equipment, facilities or channel on two or more occasions in the four week period prior the current request for scheduling. Regular Access Users also include those who have used the facilities or channel on a monthly basis for at least six months prior to the current request for such use.

Ordinance -- Enabling legislation of general applicability passed by the local government.

Satellite -- Device located in a geostationary orbit above the earth which receives transmissions from separate points and retransmits them to cable systems over a wide area.

Slander -- A false oral statement that is meant to defame a person's character.

Staff -- Those employed by Comcast to train and provide supervision in the use of Comcast equipment.

Subscriber -- Customer paying a monthly fee to cable system operators for the capability of receiving diverse programs and services.

Training – Evidence of proper training is the ability to complete a task without Staff assistance. The requirements for completing training are defined by the Access Coordinator as applicable to the program under production.

Upstream -- The flow of data or voice signals from a remote origination point through the cable system to the headend.

Video Wrap – A locally produced audio and/or video wrap are around a PEG program.

Volunteer – Access Users who volunteer their services for assisting in the production of programming.

III. PROGRAM SCHEDULING & CABLECASTING

Channel and facility times are provided on a first-come, first-serve, nondiscriminatory basis to any resident Access User filing a request, in accordance with the operating rules. It should be understood, however, that since this is a shared resource, specific channel time and equipment use requests cannot always be guaranteed.

A. Scheduling Channel Time

1. Requests for channel time shall be processed on a fair and equitable, nondiscriminatory basis, subject to the availability of cablecasting equipment and channel time.

2. Channel time for scheduling live programming, first cablecasts of taped programming and replays must be submitted at least two (2) weeks prior to the desired cablecast date. At the discretion of Staff, and if the desired time slot is available, the two week submission rule may be waived to allow the timely cablecasting of newsworthy and town events.

3. Access Users must sign a program indemnification agreement and channel request form before any program is cablecast. Approval by Staff is required.

4. If scheduling and equipment allows, a live program or taped program may be repeated two times during primetime playback and additional times as the playback schedule permits. First-run programs have priority over reruns in slot scheduling.

For the purpose of this section, primetime playback shall be defined as Mondays – Fridays from 7pm-11pm and Saturdays and Sundays from 8am-11pm.

Primetime hours can be expanded to include an additional two-hour block when programming has played in that block for four out of five days each week during a four consecutive week period.

5. Except for Channels 8 and 11, Comcast reserves the right to use designated access channels for other purposes, where time on the designated channels has not been scheduled for designated access purposes in accordance with Comcast's PEG Access Programming Operating Procedures.

6. Requests for consistent time slots will be made available on a regular basis with the following guidelines:

a. The program features an official town group.

b. The program is a school-sponsored event.

c. The program meets the needs of interested residents.

d. The Access User presents new programs or replays of historical interest on a consistent basis

e. A crew has been trained and certified

If a series Access User regularly fails to have the program ready for cablecast, the Staff may, at its discretion, assign the time slot to other Access Users.

A series will receive priority scheduling over programs airing one time.

7. Because government meetings, sporting events, school events, church services and other town-oriented programming is timely in nature, time slots may be made available before the programming is completed.

B. Scheduling Conflicts

1. Facility use for tape dubbing, practice, or any other personal purposes shall have the lowest priority and may be bumped from a requested time slot if facilities are needed for programming.

2. Live programming will normally be scheduled at least four weeks in advance. If there are two requests for the same time, the program with the larger community interest will have priority.

3. Staff may resolve the conflict at its discretion after consultation with participating producer(s).

C. Cablecasting Procedures for Videotape

1. Access Users must obtain in writing all of the necessary approvals, clearances, licenses, etc. in order to cablecast any program material which includes but is not limited to broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast the program material. Staff will be available to advise producers about such matters. The Access User is ultimately responsible for securing the written clearances. Examples of use needing clearances include but are not limited to: popular music used in a sports' highlight tape and clips from established cable or broadcast programming.

2. Labels – Before cablecast, all videotapes must be clearly labeled with

the following information on the box spine and on the tape:

a. Title of program

b. Cablecast date

c. Producer's name

d. Length of Program

e. Audio specifications: hi-fi or normal

3. The end of a cablecast program should include the following:

a. Appropriate production credits

b. 60 seconds of standard black

This may be done by Character Generator or by an on-air announcer.

4. Videotapes owned by the Access User must be picked up within ten days of the last cablecast. After sixty (60) days, Comcast assumes no responsibility.

5. Tapes scheduled for cablecasting must be brought to the staff at least forty-eight (48) hours prior to the scheduled cablecast, unless otherwise arranged with the Access Coordinator.

D. Technical Standards

1. All videotapes supplied for cablecast must be in the following formats: VHS or S-VHS in SP mode. Access Users preferring to use another tape format, must first make prior arrangements with Staff.

2. Audio and video quality of all videotapes will be constant and of sufficient level to permit adequate reproduction on Comcast transmission equipment.

3. If Staff notices an abnormal number of production problems with a videotape (i.e.. poor audio or video) an Access User may be asked to re-train.

E. Credits/Disclaimers/Labeling of Sensitive Material

1. Comcast reserves the right 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 and do not necessarily reflect those of Comcast. Comcast is not responsible for the production or quality of the tape being cablecast.” This may be done by character generator or by an on-air announcer.

2. If requested by Comcast the following credit shall be added: “The preceding program was made possible through the television facilities of Comcast.” This may be done by character generator or by an on-air announcer. If this is required, Comcast will notify the Access User at the time the equipment is reserved.

3. If Comcast makes a good faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, Comcast may require that the following announcement be added to the beginning of the program: “The following program may contain sensitive material. Viewer discretion is advised.” This may be done by character generator or by an on-air announcer.

F. Underwriting

1. Underwriting for programs must be for goods and services or in kind contributions that aid in developing and improving the program. Credit for underwriting will be similar to the following: “Goods and services used in the production of this program were contributed by [company name].” Credits will be shown before and after the program and can be displayed at periodic intervals during the program. Such programs must still include Comcast’s credit (See above).

2. Comcast must be notified that a program will be underwritten at the time the program proposal is submitted.

G. Personal Profit

Individuals, non-profit organizations or any other Access Users may not use all or any part of an Access Program produced using Franklin PEG Access facilities for personal profit or gain. Access Users found to be using the facilities or equipment for personal profit will be subject to loss of privileges.

H. Non-Profit Organizations/Television Auctions

Lawfully organized, non-profit organizations benefiting the town of Franklin may produce, with volunteer help, television fundraisers on the Public Access Channel, with monies raised supporting the group’s charitable town activities. This is not considered a for-profit venture.

I. Bicycled Tapes

Videotape that is not produced in the town, rather, it is preproduced and prerecorded material that is shipped or brought to operators for PEG Access use. Bicycled tapes must be strictly noncommercial in nature, and technical and production quality should be high. Locally produced programs will receive priority scheduling.

1. A program must have a locally produced wrap around in order to be played on an Comcast Access Channel. A wrap around is considered to be an opening, or introduction, to the material and an outro, or ending, which is edited at the start or end of each episode. The wrap must be produced and edited by the resident at the facility serving his town. He must then edit it onto each episode of a series. Comcast staff will train access users but will not produce nor perform the wrap-arounds. The wrap-around need not be moving video or include the resident/sponsor himself. A graphic will suffice. (See page 18 section V. part B for information on use of copyrighted material). The wrap around may be produced on a separate tape listing the name of the producer

and why this tape would be of community interest to Franklin.

2. Any public non-profit organization or state agency can bicycle tapes with only one representative as the sponsor. The non-profit organization does not have to be based in the town but the representative must be able to furnish proof of its non-profit status and that it does serve that town, such as one representative must be a resident of the town who will sign an Access User Agreement. He will not be required to put a wrap-around on the tape(s) so long as the tape clearly identifies the non-profit organization or state agency.

IV. USE OF FACILITIES AND EQUIPMENT

Comcast's channels and facilities are a medium for expression and free speech. No individual will be denied the use of the facilities on the basis of race, sex, age, physical disability, religion or political belief. It is hoped that PEG Access residents, non-profit organizations and institutions will utilize this resource as a means to produce a wide variety of programs.

A. Eligibility to Production Equipment and Facilities

1. Availability – Equipment and facilities are available to any Access User on a nondiscriminatory basis.

2. Minors – Eligible persons who are minors must have written permission from their parent or guardian to use Comcast facilities. The parent or guardian must sign the Access User Agreement, accepting responsibility for scheduled production equipment and/or program material if the minor is the producer of a program. A responsible adult shall execute the necessary assurances that authorization has been obtained concerning the use of any equipment by a minor and/or appearance of any minors on a cablecast program. Such adults shall be responsible for liability resulting from the use of equipment or an appearance by a minor.

3. Access User must have successfully completed the applicable Comcast workshop or demonstrate, on a standardized equipment use test, the basic operation of the requested video equipment. If the Access User has not used the equipment or facilities for more than one year, re-certification may be required.

4. Access Users must sign an Access User Agreement before using the facilities. This document certifies that the Access User has read, understands, and will abide by the operating rules, and agrees to be solely responsible for the content of any programs produced or scheduled for cablecast if they are the producer of record. An Access User Agreement form is attached to these operating procedures.

B. General Facility Policies – Comcast is pleased to provide facilities, equipment and channel time for television productions. In return, we ask that Access Users obey all of the franchise requirements and Comcast's PEG access programming operating procedures regarding channel and facility use.

1. No smoking, food or beverages are allowed in the control room or studio area, or mobile studio, at any time.

2. Anyone found to be under the influence of alcohol or drugs, carrying a weapon of any kind illegally, or exhibiting violent behavior will be removed from the premises. This will result in the loss of privileges.

3. Abide by safety guidelines. See Section C below.

4. There will be no use of phones or other office equipment, unless granted permission by Comcast Staff.

5. Access Users are responsible for loss or damage to facilities and equipment due to negligence or abuse.

6. Access Users of Comcast equipment, or studio and post-production facilities, will not change wiring, patch bays or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the Access User. A loss of privileges will result from such equipment abuse. Access Users of Comcast equipment should report any defects or problems to the Staff.

7. Access Users that are found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.

8. Staff may waive certain equipment and facility rules at their discretion, including as such may pertain to license section 6.1 (a).

C. Volunteer Standards of Conduct for Non-Comcast Employees

1. Safety First. Keep yourself safe, keep others safe, keep company property and equipment safe at all times. Endangering the safety of oneself, others or company property will not be tolerated.

2. Appropriate, professional, and respectful behavior is expected at all times. Violent behavior will not be tolerated. This includes threatening or intimidating language, any form of physical assault such as striking or manhandling another person, or fighting.

3. Respect. Behavior that could be construed as threatening or harassing (including sexual harassment) toward fellow volunteers, customers, vendors, or employees will not be tolerated.

4. Dishonesty with employees or falsifying records or any other access related documents will not be tolerated.

5. Be courteous and polite to others, including employees, other volunteers, and guests of the facility.

6. Drug free environment. Carrying and/or being under the influence of drugs or alcohol at anytime while on Comcast property or while using Comcast Access equipment is prohibited.

7. Smoking is permitted only in designated outdoor areas.

8. Company property and facilities are accessible only with proper authorization. This includes, but is not limited to, company e-mail, vehicles, and production and editing equipment.

9. Respect for and appropriate use of company property and equipment, including vehicles, and production and editing equipment is required.

10. Privileges may be lost for continuing to engage in any conduct that Comcast deems unacceptable, providing the individual involved is initially notified of the problem.

D. General Rules for Equipment Use – Public, educational, government access programming is created by volunteers and depends on the participation by many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Staff will assist residents in assembling production crews from among trained and qualified volunteers. Non-profit organizations and municipal agencies planning to do programs on a regular basis are encouraged to form a television production committee, which Comcast will then train. Training for the production of programming will be provided on a first-come, first-served, nondiscriminatory basis in accordance with the Comcast's PEG access programming operating procedures.

1. Access Users must be properly certified and have completed all required planning and equipment forms approved by the staff before the equipment, van or facilities will be scheduled.

2. Identification:

a. Access Users should only identify themselves as Access Users, not as employees or Staff of Comcast. Franklin Access Users who have successfully completed ten or more programs will be considered Trained Access Users. Comcast will provide identification stating that the carrier is a Trained Public Access User.

b. Access Producers should only identify themselves as

Access Producers, not as employees or Staff of AT&T

Broadband. Comcast will provide identification stating that the carrier is an Access Producer.

3. Reservations for equipment or facility use may be made up to one month in advance and should be made at least one week in advance. Confirmation of facility and equipment reservations, forty-eight (48) hours in advance, is strongly recommended. Reservations can be made with Staff in person, by phone or by fax. Please see attached producer form which includes equipment reservation form.

4. Cancellation of equipment or facility reservations should be made at least twenty-four (24) hours in advance, except in the case of emergencies. Repeated last minute cancellations may result in loss of privileges.

5. Additional materials for productions, beyond those supplied by Comcast (i.e. sets, graphics, videotapes, other materials, etc.), must be supplied by the Access User and must be removed after the production.

6. Franklin Access Users will be provided a videotape in accordance with the Franklin tape exchange policy.

E. Portable/Field Equipment

1. Access Users holding equipment reservations must follow these check-out and check-in procedures:

Check-out:

a. Sign all required forms and equipment checklists.

b. Determine if equipment is in working order.

Check-in:

a. Equipment must be returned on time.

b. Any problems with equipment or damage must be noted on

the equipment checklist and brought to staff attention.

2. Equipment must be picked up and returned during staff hours. Pickups and returns must be made at least 30 minutes before the facility closes. Producers may make special arrangements with Staff for equipment pick-up and check-in.

3. Failure to return equipment owned by Comcast when due may result in suspension of Access User privileges and/or a late charge of $25.00 per day payable to Comcast.

4. Failure to return equipment owned by the Town of Franklin may result in suspension of Access User privileges and/or a late charge of $25.00 per day payable to the Town of Franklin.

5. Equipment may be borrowed for a maximum of twenty-four (24) hours during the week and seventy-two (72) hours over the weekend. Longer loan periods must be requested at the time the reservation is made and will be honored at the discretion of Staff. If such equipment is not requested by another producer during the week, the Access User using the equipment may, with Staff approval, retain the equipment for a longer time period.

6. Access Users with portable equipment already checked out will not be allowed to check out additional equipment, unless special arrangements are made with staff.

F. Editing and Post Production

Requests to use the editing equipment for titles, special effects, etc. shall be made at least twenty-four (24) hours in advance and will be subject to the discretion of staff.

G. Studio Facilities

Studio productions need a crew, talent, set, props, etc. A crew sign-up sheet will be available to solicit other volunteers.

1. A minimum of one (1) week notification is required for scheduling a studio production.

2. Access Users must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It is generally good practice to allow for set-up and clean-up of the studio, at least one hour before, and after, the time needed to tape the actual show. Also, remember to leave time before or during the scheduled studio time to brief the crew and talent on the planned production.

3. Scheduled studio productions will be canceled if the production crew does not show up within thirty (30) minutes after the start of the scheduled facility time.

H. Mobile (Studio) Van

1. Where a van is available for access use, the scheduling of time for the use of the mobile studio should allow ample time and sufficient crew for the following:

a. checking over and loading the needed equipment,

b. travel time to and from the production site,

c. setup time, a crew briefing period,

d. the length of the actual event being taped,

e. taking apart equipment, reloading the van at the end of the taping, and

f. the check-in of the van and equipment back at the studio

2. Only Comcast employees are allowed to drive the mobile van.

3. In order to request the scheduling of the mobile van, Access Users must be certified for such use.

4. A minimum of three (3) weeks notification is required for scheduling of the mobile van.

5. Due to the cable company's insurance restrictions of approved drivers, the van may not always be available upon request.

6. An Access User requesting the van must also provide to Comcast staff, at least three (3) working days prior to the shoot, proof that the following arrangements have been made:

a. Necessary parking permits and a parking space for the van have been obtained.

b. Safe and protected work areas have been secured.

c. Written permission to use the production location, where needed, has been obtained.

d. Necessary labor approvals have been obtained.

7. The Access User is responsible for additional costs incurred such as special lighting, audio, special effects, and electrical power.

8. In order to schedule the mobile van or participate in a mobile studio production, Access Users under the age of 18 must have written permission from their parent or guardian.

I. Program Planning Proposal

A planning proposal describes the program idea, lists the target audience, outlines production needs, and selects the appropriate production format, facilities and equipment needed to complete a program. An optional Program Planning Proposal is included at the rear of this document.

V. PROGRAM CONTENT

A. Access program producers are fully responsible for the content of all

program material and have the following program rights and privileges:

1. Ownership of rights to the videotape and all original material.

2. To request that program master videotapes held by Comcast be discontinued from cablecast or erased in the event that program information becomes outdated or obsolete.

3. Videotapes for making duplicates (dubs) of program masters or any other tapes must be provided by the individual or group making the dub.

4. Duplication services may be purchased from Comcast at a low cost to the Access User. Access Users are permitted one free dub of their program provided they furnish a blank tape. Access Users may also make copies without charge for the purpose of using their program as a bicycled tape at other facilities.

B. The following material is prohibited:

1. Obscene and indecent material. This type of programming is not permitted on cable television by federal law.

2. Material which constitutes libel, slander, invasion of privacy or publicity rights, or which might violate any other local, state or federal law.

3. Programs containing material that violates copyright, or trademarks. Use of such material generally requires obtaining appropriate rights from music licensing organizations, publishers, representatives, copyright holders, broadcast stations, networks and any other persons as may be necessary for cablecast. Access Users may be asked to furnish written authorization for use of such materials.

4. Program material that creates the immediate danger of damage to property or injury to persons; the substantial obstruction of law enforcement or functions or services; the deprivation 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.

5. In accordance with applicable law, the direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to sponsored lotteries.

6. By law, Comcast may not exercise any editorial control over public,

educational or governmental uses of access channels.

C. Comcast Program Rights

As Comcast has provided materials, facilities and technical support for the production of programs, Comcast has the following rights:

1. With producer's consent, to retain the edited master of the program for its tape library.

2. With producer's consent, to make duplications of the program for noncommercial distribution. Producers will always be given graphic credit in the videotape for such use.

3. With producer's consent, to cablecast the program as often as is deemed appropriate and on any of its affiliated cable systems.

4. To exercise the option of erasing an obsolete or unusable program after it has been cablecast.

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D. FCC Regulations Regarding Political and Issue-Oriented Programs

Comcast will abide by the Equal Opportunities Rule and the Fairness Doctrine. Most FCC regulations applying to political candidates and issues do not apply to public access. The two best known rules are the Equal Opportunity or "Equal Time" Rule, which applies to political candidates and the Fairness Doctrine (no longer in force for broadcast stations), which stated that broadcast programmers must give time, not necessarily equal, to diverse sides of controversial issues of public importance. The FCC "Personal Attack" rule also does not apply to public access. See attached guideline promulgated by the Franklin Cable Advisory Committee, which may be amended from time to time.

1. Political Candidates and Access

Although FCC regulations concerning equal time for political candidates do not apply to public access programming, access corporations and Access Users can avoid any appearance of favoritism if they abide by the Equal Opportunity rules.

2. Coverage of Public Affairs Issues and Access

Public Access Users are under no legal obligation to show any viewpoint other than their own. Residents with diverse viewpoints are encouraged to use public access to express those ideas.

VI. GRIEVANCES/PUBLIC RECORD

A. Grievances -- Any grievance regarding the assignment of workshop space, channel time allocation, equipment and studio use or any other matter regarding Comcast facilities should first be discussed with the Staff. If that does not provide an acceptable solution, a grievance may be filed in writing with the Area Access Supervisor. Copies of grievances and resolutions will be forwarded to the Franklin Cable Advisory Committee.

VII. BULLETIN BOARD ANNOUNCEMENTS

A. Eligibility and Procedures

A text information service is available, free of charge, to nonprofit organizations providing public service announcements and/or event information to the town. The Community Bulletin Board in Franklin is maintained by the Franklin Town Administrator's Office. It may also be accessed by the Police at their Station.

ACCESS USER AGREEMENT

1. I have read and am thoroughly familiar with the contents of the Comcast operating rules written in conjunction with the Franklin Cable Advisory Committee.

2. If the program producer, I will be responsible for the content of program material to be taped and/or cablecast by me and agree that such program material will not include.

a. any obscene or profane material;

b. any lottery or lottery information;

c. any advertising

d. any direct or indirect solicitation of money, except where exempted under these rules;

e. 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.

3. Before cablecasting materials for which I am responsible as producer, I will obtain all approvals, clearances, licenses, etc. for the use of those program materials; including, but not limited to, approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performer's representatives, persons appearing in the program material and any other approvals that might be necessary in order to cablecast the program on Comcast.

4. I indemnify and hold Comcast harmless against any claims arising out of any use of the program material that I cablecast or any breach of this Access User Agreement; 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.

5. I agree that I shall not represent myself or any other person involved in programming as an employee, representative or agent of Comcast, unless specifically authorized by Comcast to do so.

6. I understand that I may be liable for the costs of any repair or replacement of equipment or materials resulting from damage beyond reasonable wear and tear through normal use, misuse, or theft while such equipment or materials are in my possession or control. I understand the penalties that apply if equipment or materials are not returned on time. I also indemnify Comcast against any damage or liability incurred while using the equipment.

7. I shall not use Comcast channels, equipment or facilities for any financial gain or other commercial purposes. I understand that programming produced with Comcast's equipment or facilities shall be for the benefit of the community.

8. I understand that violation of the terms of this statement is grounds for forfeiture of the right to use Comcast equipment facilities or channel time.

9. I have been instructed on how the access equipment I am borrowing is to be safely handled, including the storage and lifting of it in and out of my vehicle and/or dwelling.

SIGNED _____ DATE: _____

(Parent or Guardian, if minor)

PRINT NAME: _____

FULL ADDRESS:_____

TELEPHONE:_____

DRIVER'S LICENSE OR OTHER ID:_____

(STAFF USE ONLY)

PROGRAM TITLE:

APPROVED BY:_____ DATE: _____

PRODUCERS/SPONSOR INFORMATION

Producer/Sponsor (Please print, sign and return with proof of address)

Program Title:

Program Description:

Program Length:

Circle One: Special Weekly Series Biweekly Monthly

Producer or Sponsor Print Full Name:

ORGANIZATION: (if non-profit):

Non-Profit Tax ID (501c3) #:

Full Address: Street, Town & Zip:

Email:

Home Phone:

Work Phone:

Cell Phone/Other:

SIGNED (if under 18, must be signed by a parent or legal guardian) Date:

Staff Use Only

Circle One to verify … Access User's address verified by ID / Driver's License / Utility Bill / Other: _____

Approved by: Date:

PROGRAM PROPOSAL APPLICATION

The information requested here will enable our Comcast staff to help determine your production needs. Please type or print your answers in the spaces provided and submit this completed Program Proposal to the Access Coordinator for approval.

1. Working title of program: _____

2. Type of Access: Public Educational Governmental

3. Program Type: Single Series

4. Program Length: 30min. 60min. Other: _____

5. Tape Format: Mini-DV SVHS VHS

6. Program Format: Talk Show Performance Documentary

Sports News Political

Other (specify)_____

7. Program Category: Ethnic/Cultural News Religious

Educational Entertainment Arts

Family Employment Informational

Health Political Children

Music Youth/teens Municipal/Gov't.

Comedy Seniors International

Sports Other (specify) _____

8. Program Description: (Include target audience, content, goals i.e. who, what, when, where and why)

_____

_____

_____

9. Describe any copyright materials (music, video, art, literature, etc.) that you will be using in your program. You may be required to submit copies of all permissions for use of this material prior to production of program.

_____

_____

_____

10. If you are receiving compensation in any form for this program describe the source, purpose and amount of any moneys received. (i.e. underwriters, grants, sponsors, barter, payment, employment, etc...)

_____

11. Considering your Target Audience and subject matter list your top three desired cablecast days and times. Please note that while every effort to accommodate your top three days and times will be made, we cannot guarantee these times will be available.

A. Day: _____ Time: _____

B. Day: _____ Time: _____

C. Day: _____ Time: _____

12. Production Needs: Upon review and approval of this program proposal you will be permitted to use Comcast's studio facilities and/or field production equipment. Check below to indicate your anticipated production needs. To actually reserve equipment or our studio or edit facilities, you will need to submit an "Equipment & Facilities Request Form".

Facilities i.e. Studio, Edit Suite

Equipment i.e. Camera, Tripod, Headphone Other: _____

The undersigned agrees to abide by all the operating rules of Comcast, including, but not limited to, facility use and program content. Please refer to AT&T operating procedures for all production rules and procedures.

Submitted by: Date:

Staff Signature: Date:

From: July 10, 1995

Franklin Political Programming Request

During the 90 days prior to an election, the Public Access Channel will accept all political tapes. Locally-produced tapes must be taped (produced) by a local access user, while those produced outside of Franklin must include a video introduction or conclusion by a Franklin resident. In each case, the name and address of the producer or presenter is to be included.

Scheduling of program will be at the sole discretion of the Public Access Coordinator. No regular programming will be pre-empted, and all tapes must be received by the Public Access Coordinator (a minimum of) three weeks before airing. Open public debates of candidates or issues, where all sides are invited, will not be subject to the three week time frame.

13620
Updated: October 25, 2005

[Franklin] [Town] [Community] [Business] [Schools] [Index] [Search]

[QuickSite] [Bulletin Board] [Users Groups] [Franklin Town Crier]

This Web site has been developed for the benefit of residents, schools, businesses, and anyone who is interested in the town. It is a work-in-progress. We welcome your questions, comments, and feedback on how we can make it more useful and enjoyable to use. Please contact the Webmaster.

"Dost thou love life? Then do not squander time; for that's the stuff life is made of." - Benjamin Franklin

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www.hadleyma.org
100 Middle Street
Hadley, Massachusetts 01035

TOWN OF HADLEY

Hadley, Massachusetts

Our Town
- Town Facts
- Town Statistics
- A Historical Tour
- Community Television
- Important Numbers
- Frequently Asked Questions

Town Government
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Community Television

Tune in to TV-5, Public Access Television serving the Town of Hadley, each week for live broadcasts of local government meetings and other community-related programming.

TV-5's PROGRAM SCHEDULE FOR JULY 2nd - 15th IS AT THE BOTTOM OF THIS PAGE. Please note the the schedule for July 2nd-8th has been revised due to the multiple scrubs of the space shuttle launch. Many changes have been made since it was orginally posted on June 30th.

RICHARD TRUESWELL, TV-5's ACCESS COORDINATOR HAS REGULAR OFFICE HOURS ON THURDAYS AND FRIDAYS FROM 1 - 3 P.M. PLUS OTHER HOURS BY APPOINTMENT. FOR APPOINTMENTS, PLEASE CALL OUR OFFICE AT 584-1203. FEEL FREE TO STOP BY AND SEE ME DURING MY OFFICE HOURS. OUR OFFICE IS LOCATED IN ROOM 004 IN THE BASEMENT OF THE HADLEY SENIOR CENTER.

If you would like to submit an event or announcement, to be posted on TV-5's Community Calendar, please **click here**. Please include your email address so I can let you know I got it. I always reply to these requests if an email address is given. If you have not heard from me, please assume that I did not receive your request and send it again or call our office at 584-1203. **Also, messages for dated events should be submitted at least two weeks in advance of the event's date.** Thank you!

Current Weather | Announcements & Notices | Programming Notes | Web Sites | Programming Schedule

Current Weather

Hadley, MA

65 °F / 19 °C

Overcast

at 4:05 AM

Advisory!

Click for Forecast

Click Here for Hadley, Massachusetts Forecast

What's New

Cable TV Contract Renewal
>>more info

Debt Exclusion Vote
>>more info

Selectmen's Meeting Dates
>>more info

Cultural Council vacancies
>>more info

Hadley's 350th News
>>more info

Committee vacancies
>>more info

CPA Meeting Schedule
>>more info

Callahan Wells Treatment Project FAQs
>>more info

Notice: Builders & Developers
>>more info

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Click Here for Local Weather Radar
Click Here for National Weather Radar
Click Here for the Lastest Storm Watches/Warnings

TV5 Announcements & Notices

*** VOLUNTEERS NEEDED ***
As always, TV-5 is looking for people to volunteer to tape Hadley government meetings. Free training is available. Must either live, work, or go to school in Hadley. Anyone interested should email me at TV5@hadleyma.org. or call 584-1203. Thanks!

Programming Notes

PROGRAM NOTES:

- Due to the space shuttle mission, the NASA Network will not be airing the series *"NASA Education File"* until further notice. As such, it will not be aired on TV-5 until further notice.

- TV-5 will air extensive coverage from the NASA Network of the upcoming launch and mission of the space shuttle Discovery starting on Tues., July 4th at 1 p.m. (launch scheduled for 2:38 p.m.). Watch our broadcast schedule for the air times and dates of the mission coverage.

- Due to chronic technical problems, production of the series *"Sunday Service of Worship from Wesley United Methodist Church"* has been shut down until they move into their new church building in the Fall. In the meantime, TV-5 will be airing Wesley services from a few years ago.

- If you are a Hadley resident and have a program that you'd like to have aired on TV-5 and you are the copyright holder or have the permission of the copyright holder, we'd be glad to air it. Just send an email to tv5@hadleyma.org or call 584-1203. Please note that due to FCC regulations, we cannot air advertisements or any programming containing libelous, slanderous, or obscene material.

-Also, if you are a Hadley resident and if there are any particular programs on Free Speech TV (FSTV), on the NASA Network, or on University of California TV (UCTV) that you would like to see on TV-5, feel free to email me at tv5@hadleyma.org. FSTV's schedule is available by clicking on this link: *www.freespeech.org/fscm2/genx.php?name=fstv_schedule* UCTV's schedule is available by clicking on this link: *www.uctv.tv/schedule* . Please give us at least two weeks advanced notice for FSTV and UCTV programing as they do not allow us to air their programming via tape delay. We can only air it when they air it. Also, any FSTV programming rated R or above will only be shown during the hours of 10 p.m. and 5 a.m., defined by the FCC as the "Safe Harbor Period". The NASA Network's schedule is available by clicking on this link:

www.nasa.gov/multimedia/nasatv/index.html
Please note that you must be a Hadley resident to request programming.

PUBLIC ACCESS SERIES CURRENTLY ON TV-5:

POLKA TIME WITH ED TARGONSKI
Produced by Ed Targonski.
Features performances by Polka Bands from all over New England, including Hadley's own Eddie Forman and his Orchestra. Airs Thursdays and Fridays at 6 p.m. and 11 a.m. respectively.

AT THE DANCE WITH TOM & DEB
Produced by TomZ for Sunderland Public Access TV
Features concert footage of local polka bands. Now airs every Saturday at 8:30 a.m. and 6:30 p.m.

POLKA TIME WITH STAS
produced independently by Stas and Annie Golembewski
Features polka band and other Polish music performances
Airs every Sunday night at 7 p.m.

A QUESTION OF LAW
Produced by the Massachusetts School of Law/Andover
The law made simple. Airs the 1st and 3rd Mondays and Tuesdays of the month at 6 p.m. and 11 a.m., respectively.

MASSACHUSETTS SCHOOL OF LAW EDUCATIONAL FORUMS
Produced by the Massachusetts School of Law/Andover.
Features panel discussions on legal and non-legal issues.
Airs on the 2nd and 4th Monday and Tuesday of the month at 6 p.m. and 11 a.m. respectively.

CAPITOL PERSPECTIVE
Produced by Emerson College
A monthly Massachusetts public affairs program hosted by Senator Edward M. Kennedy (D-MA). On hiatus until January 2007.

LIBERTY NEWS
Produced independently in Portland, Maine.
" . . . a half-hour long monthly television program, dedicated to unraveling the spin, lies and misguided policies of corporate-sponsored politicians."
Now airs the 2nd Monday and Tuesday of the month at 7 p.m. and 12Noon, respectively

NASA TV'S EDUCATION FILE
Produced by the NASA Space Agency
Features science, math, and history related educational programming for school age children.
Airs Monday through Friday at 4 p.m. and on most Fridays and Sundays at 8 p.m.

CONVERSATIONS
Hosted and produced at Amherst Community Television (ACTV) by senior citizen health care advocate Isaac Ben-

Ezra. Features panel discussions on health care issues and other current events. Airs periodically whenever new episodes are available. Watch our schedule for air times.

CANINE CONSCIOUSNESS
Produced at ACTV by Sue Nimchick.
Provides information on dog care and dog adoption.
Now airs Tussdays and Wednesdays at 6:30 p.m. and 11:30 a.m. respectively.

MY MONEY, MY TIME, MY WORTH
Produced by Sue Nimchick for Amherst Community Television
Features discussions on personal finance.
Now airs Tuesdays and Wednesdays at 6 p.m. and 11 a.m., respectively.

SUNDAY MORNING SERVICE OF WORSHIP FROM WESLEY METHODIST CHURCH
Produced independently by the church.
Now airs every Thursday and Friday at 6:30 p.m. and 11:30 a.m., respectively.

WORLDWIDE CHURCH OF GOD SUNDAY SERVICE
Produced at Granby Public Access. Now airs Wednesdays and Thursdays at 6 p.m. and 11 a.m., respectively

GREENFIELD COMMUNITY COLLEGE PRESENTS
Produced by the Greenfield Community College Media Center
Features lectures, panel discussions, concerts, and plays held at the college as well as student produced documentaries.
Airs weekly on Thursdays and Fridays at 8 p.m. and 1 p.m., respectively.

DEMOCRACY NOW!
A national, daily, independent, award-winning news program. It is produced out of the Downtown Community Television Center, a community media center in New York City's Chinatown. Now airs Monday through Friday at 8 a.m.

NATIONAL GALLERY OF ART PRESENTS
Airs the 1st and 3rd Mondays and Tuesdays of the month at 7pm and 12Noon, respectively. A series of documentaries on art history.

PHYSICIAN FOCUS
Starting in June, airs the 2nd Mon. & Tues. of the month at 7:30pm and 12:30pm, respectively. A panel discussion series on current issues in health care.

GAIAVISION
A look at music and the healing arts.
Produced by Michael Demartino through Amherst Community Television. Airs on Saturdays and Mondays at 7 p.m. and 11 a.m., respectively

- Various programming from Free Speech TV, the NASA

(space agency) Network, and University of California Television (UCTV).
Airs periodically as a timeslot filler oand by request.

UCTV MUSIC AND ARTS PROGRAMMING - airs on Saturdays from 8 to 11 p.m.

GOVERNMENT ACCESS ON TV-5:

HADLEY SELECTBOARD MEETINGS
Airs live every other Wednesday (usually) at 7 p.m. and repeats the following Saturday at 12Noon. We carry any special meetings of the Selectboard live as well.

HADLEY PLANNING BOARD MEETINGS
Airs live every 1st and 3rd Tuesday of the month at 7 p.m. and repeats the following Saturday at 9 a.m.

HADLEY SCHOOL COMMITTEE MEETINGS
Airs live monthly on varying days plus additional meetings as needed. Rebroadcast on the following Saturday, usually at 9 a.m.

HOPKINS ACADEMY RENOVATION BUILDING COMMITTEE MEETINGS
Currently meets monthly. Watch our schedule for air dates

HADLEY ANNUAL AND SPECIAL TOWN MEETINGS
Airs live in early May and mid to late October as well as any other time a Special Town Meeting is held.

The meetings of the following committees are occasionally taped and/or aired live by TV-5:

Hadley Zoning Board of Appeals

TV-5 Web Sites of the Month

LINKS:

August - **Eyewitness to World War II**
September/October - **Hurricane Katrina/Rita/Wilma Live Video/Audio Coverage Links**
November - **Vegetarian Thanksgiving**
December - **Christmas Stories and Poems**
January - **U.S. Newspaper Links**
February - **Black History Hot List**
March/April - **i-love-dogs.com**
May - **Perpetual Calendar**
June/July - **Wikipedia: The Free Encyclopedia**

Programming Schedule

Broadcast Schedule for July 2nd - 15th:

Detail:

Sunday, July 2nd:

SCHEDULE CHANGE SCHEDULE CHANGE
6 p.m. Polka Time with Stas

8 p.m. Creating Public Spaces (UCTV) – a talk on how to design communities that create "a sense of place" (1 hr.)

Monday, July 3rd:

Detail:

SCHEDULE CHANGE SCHEDULE CHANGE

8 a.m. Democracy Now!

4 p.m. NASA Education File

6 p.m. A Question of Law; Topic: The Price of Gasoline

7 p.m. National Gallery of Art Presents: American Vision

7:40 p.m. Conserve (Water) Everyday

8 p.m. Hopkins Academy Music Department's 2006 Annual Spring Concert (of 5/14) (1 hr., 35 min.)

Tuesday, June 4th:

Detail:

8 a.m. Democracy Now!

11 a.m. A Question of Law; Topic: The Price of Gasoline

12Noon National Gallery of Art Presents: American Vision

12:40 p.m. Conserve (Water) Everyday (15 min.)

1 p.m. Live NASA Coverage of the Launch of the Space Shuttle Discovery (launch scheduled for 2:38 p.m.)

3:30 p.m. Post Space Shuttle Launch News Conference (1 hr.)

6 p.m. My Money, My Time, My Worth

6:30 p.m. Canine Consciousness

7 p.m. Hadley Concerts-on-the-Common presents: Doc Basterache and his Big Band Swing Orchestra (of 6/17/1994)

8:30 p.m. Rebroadcast of Space Shuttle Launch

Wednesday, June 5th:

Detail:

8 a.m. Democracy Now!

11 a.m. My Money, My Time, My Worth

11:30 a.m. Canine Consciousness

12Noon Hadley Concerts-on-the-Common presents: Doc Basterache and his Big Band Swing Orchestra (of 6/17/1994)

2:30pm Space Shuttle Mission Status Briefing (NASA) (1 hr.)

6 p.m. Worldwide Church of God Sunday Service

7 p.m. Doris Kearns Goodwin on Abraham Lincoln (UCTV) – the Pulitzer-prize winning historian shares details from her latest book, *"Team of Rivals: The Political Genius of Abraham Lincoln"*

8 p.m. Space Shuttle Mission Flight Day 2 Highlights

9 p.m. Space Shuttle Mission Status Briefing Replay (NASA) (1 hr.)

Thursday, June 6th:

Detail:

8 a.m. Democracy Now!

10 a.m. Worldwide Church of God Sunday Service

11 a.m. Live Space Shuttle Mission Coverage – includes Shuttle/International Space Station Docking, Crew Hatch Opening and Handshake

2:30pm Space Shuttle Mission Status Briefing (NASA) (1 hr.)

6 p.m. Polka Time with Ed Targonski

6:30 p.m. Sunday Service of Worship from Wesley United Methodist Church (of 6/13/04)

8 p.m. Space Shuttle Mission Coverage – includes Shuttle/International Space Station Docking, Crew Hatch Opening and Handshake

11:30 p.m. Space Shuttle Mission Status Briefing (NASA) (1 hr.)

Friday, June 7th:

Detail:

8 a.m. Democracy Now!

11 a.m. Polka Time with Ed Targonski

11:30 a.m. Sunday Service of Worship from Wesley United Methodist Church (of 6/13/04)

2:30pm Space Shuttle Mission Status Briefing (NASA) (1 hr.)

7:30 p.m. NASA Space Shuttle Video File

8 p.m. Space Shuttle Mission Flight Day 4 Highlights

9 p.m. Space Shuttle Mission Status Briefing Replay (NASA) (1 hr.)

Saturday, July 8th:

Detail:

8:30 a.m. At the Dance with Tom & Deb

2:30 p.m. Space Shuttle Mission Status Briefing (NASA) (1 hr.)

6:30 p.m. At the Dance with Tom & Deb

7 p.m. Gaiavision

8 p.m. Space Shuttle Mission Flight Day 5 Highlights

9 p.m. Space Shuttle Mission Status Briefing Replay (NASA) (1 hr.)

10 p.m. SummerFest 2005: Collaborating to Beethoven (UCTV) - This documentary explores acclaimed choreographer Allyson Green's creation of a new dance work, set to Beethoven's String Quartet in F-Major, Op. 18, No. 1 (1 hr.)

Sunday, July 9th:

Detail:

1 p.m. Space Shuttle Mission Status Briefing

2:30 p.m. Space Shuttle/International Space Station Crew Joint News Conference

6 p.m. Polka Time with Stas

8 p.m. Space Shuttle Mission Status Briefing Replay

9:30 p.m. Space Shuttle/International Space Station Crew Joint News Conference Replay

10:30 p.m. Space Shuttle Flight Day 6 Highlights (1 hr.)

Monday, July 10th:

Detail:

8 a.m. Democracy Now!

4 p.m. Space Shuttle Mission Status Briefing

5 p.m. NASA Space Shuttle Video File

6 p.m. Massachusetts School of Law Educational Forum; Topic: Religion in the 21st Century

7 p.m. Space Shuttle Flight Day 7 Highlights

8 p.m. Space Shuttle Mission Status Briefing Replay

9 p.m. NASA Space Shuttle Video File Replay

10 p.m. Liberty News

10:30 p.m. Physician Focus

Tuesday, July 11th:

Detail:

8 a.m. Democracy Now!

11 a.m. Massachusetts School of Law Educational Forum;
Topic: Religion in the 21st Century

12Noon Liberty News

12:30 p.m. Physician Focus

3 p.m. NASA Space Shuttle Video File

4 p.m. Space Shuttle Mission Status Briefing (90 min.)

6 p.m. My Money, My Time, My Worth

6:30 p.m. Canine Consciousness

7 p.m. Space Shuttle Flight Day 8 Highlights

8 p.m. NASA Space Shuttle Video File Replay

9 p.m. Space Shuttle Mission Status Briefing Replay

Wednesday, July 12th:

Detail:

8 a.m. Democracy Now!

11 a.m. My Money, My Time, My Worth

11:30 a.m. Canine Consciousness

1 p.m. Space Shuttle Mission Status Briefing

2:30 p.m. NBC Nightly News and FOX News Live
Interviews of the Astronauts

3 p.m. NASA Space Shuttle Video File (1 hr.)

6 p.m. Worldwide Church of God Sunday Service

7 p.m. Hadley Selectboard Meeting - LIVE

10:30 p.m. Space Shuttle Mission Status Briefing Replay

Thursday, July 13th:

Detail:

12Mid. NBC Nightly News and FOX News Live Interviews of the Astronauts Replay (NASA)

12:30 a.m. Space Shuttle Flight Day 9 Highlights (1 hr.)

8 a.m. Democracy Now!

11 a.m. Worldwide Church of God Sunday Service

12Noon Space Shuttle Mission Status Briefing

1 p.m. NASA Space Shuttle Video File (1 hr.)

6 p.m. Polka Time with Ed Targonski

6:30 p.m. Sunday Service of Worship from Wesley United Methodist Church

8 p.m. Space Shuttle Mission Status Briefing

9 p.m. NASA Space Shuttle Video File

10 p.m. Space Shuttle Flight Day 10 Highlights (1 hr.)

Friday, July 14th:

Detail:

3:30 a.m. Space Shuttle/International Space Station Crew Farewell and Final Hatch Closing (90 min.)

8 a.m. Democracy Now!

11 a.m. Polka Time with Ed Targonski

11:30 a.m. Sunday Service of Worship from Wesley United Methodist Church

1:30 p.m. Space Shuttle Mission Status Briefing

3 p.m. NASA Space Shuttle Video File (1 hr.)

7 p.m. Space Shuttle Flight Day 11 Highlights

8 p.m. Space Shuttle/International Space Station Crew Farewell and Final Hatch Closing Replay (90 min.)

9:30 p.m. Space Shuttle Mission Status Briefing replay

11 p.m. NASA Space Shuttle Video File (1 hr.)

Saturday, July 15th:

Detail:

8:30 a.m. At the Dance with Tom & Deb

12Noon Hadley Selectboard Meeting (of 7/12)

3 p.m. CNN, CBS News, NBC News, ABC News, and FOX News Live Interviews of the Astronauts (NASA)

4 p.m. Space Shuttle Mission Status Briefing (1 hr.)

6:30 p.m. At the Dance with Tom & Deb

7 p.m. Space Shuttle Flight Day 12 Highlights

8 p.m. CNN, CBS News, NBC News, ABC News, and FOX News Live Interviews of the Astronauts Replay (NASA)

9 p.m. Space Shuttle Mission Status Briefing Replay (1 hr.)

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BY-LAWS
of
Holliston Cable Access, Inc.
(A non-Profit Corporation)

Adopted 1985
As Amended September 25, 2003
As Amended August 9, 2004

HOLLISTON CABLE ACCESS, INC.
(A Non-Profit Corporation)

ARTICLE I
OFFICES

The principal office of the Corporation shall be located in the Town of Holliston, County of Middlesex and Commonwealth of Massachusetts. The Corporation may also have such offices at such other places within or without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine.

ARTICLE II
MEMBERS

1. (a) The persons signing the certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they have resigned as such members or unless membership shall have otherwise been terminated. Thereafter all persons or organizations who are paid subscribers to the Community Antenna Television System in Holliston shall be eligible for membership. The Board of Directors shall prescribe by resolutions or by rules and regulations duly adopted the manner of admission into membership of such eligible persons and organizations. All such resolutions or rules or regulations relating to members adopted bye the Board of Directors shall be affixed to the By-Laws of the Corporation, and shall be deemed to be a part thereof. Such resolutions or rules or regulations adopted by the Board of Directors may prescribe, with respect to all members, the rights, liabilities and other incidents of membership, provided, however, no fees, dues, assessments, fines and/or penalties shall be assessed to members.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: death, resignation, cancellation or expiration of subscription to Cable Antenna Television System, or dissolution or liquidation of the Corporation.

2. (a) The Annual Meeting of the members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors. The first Annual Meeting shall be held on September 26, 1985. Each successive Annual Meeting shall be held on the fourth Thursday in September. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors from time to time and also by members as shall be permitted by law or by-law.

(b) Any Annual or Special Meeting of members may be held at such place within Holliston as the Board of Directors may from time to time fix. In the event the Board of Directors shall fail to fix such place and time, or in the event members are entitled to call or convene a Special Meeting in accordance with law or by-law, then, in such event, such meeting shall be held at the principle office of the Corporation.

(c) Annual or Special Meetings of members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent Directors may be required by law or by-law to call a meeting, and shall by called by the Clerk on behalf of the members, when required to do so by law or by-law.

(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meetings shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting by (a) public posting on the Town of Holliston official bulletin board located in Holliston Town Hall, and by transmission over the local access television channel; and by (b) either publication in a general circulation newspaper on two occasions preceding said meeting, or by direct mailing to each member at his or her address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Clerk. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting. If announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting shall constitute a Waiver of Notice by such member. Any Notice of Meeting to members relating to a meeting at which any change in the By-Laws will be proposed shall include a concise statement of the change or changes proposed.

(e) At every meeting of members there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request thereafter, any member who has given written notice to the Corporation, which request shall be made at least five (5) days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons appearing thereon to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

3. At such Annual Meeting of members the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of members.

4. (a) Meetings of the members shall be presided over by the following officers in the following order of seniority: Chairman of the Board, Vice-Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Clerk or an Assistant Clerk shall act as Clerk of every

meeting. When neither the Clerk nor the Assistant Clerk is available, the Chairman may appoint a Clerk of the Meeting.

(b) The order of business at all meetings of members shall be as follows:

1. Roll Call
2. Reading of the minutes of the preceding meeting.
3. Report of standing committees.
4. Officers' Reports.
5. Old Business.
6. New Business.

5. Every member may authorize another person to act for him or her by proxy in all matters in which a member may participate, including waiving notice of a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his or her attorney in fact, and shall be revocable at the pleasure of the member without executing it, except as otherwise provided by law or by-law. Except as otherwise provided by law or by-law, no proxy shall be valid after the expiration of eleven (11) months from its date.

6. The Directors may, but need not, appoint one (1) or more Inspectors to act at any meeting or any adjournment thereof. If Inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint Inspectors. Each appointed Inspector shall take and sign an oath to faithfully execute the duties of Inspector with strict impartiality and according to the best of his or her ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The Inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots and consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The Inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as otherwise provided by law or by-law, ten (10) members shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of Directors, a plurality of the votes cast shall elect. Except to the extent otherwise provided by law or by-law, all other action shall be by a majority of the votes cast.

8. The record date for the purpose of determining the members entitled to notice of a meeting shall be the day immediately preceding the day on which such notice is issued. The record date for determining the members entitled to vote at a meeting shall be the fifth day immediately preceding the date of such meeting. The Board of Directors shall determine the record date for determining members for all other purposes not previously specified herein.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law or by-law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

ARTICLE III
BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each Director shall be a member of the Corporation during his or her directorship. The Board of Directors shall consist of seven (7) persons. The number of Directors may be increased or decreased by action of the members. No decrease shall shorten the term of any Director then in office.

2. The first Board of Directors shall consist of the three (3) Incorporators of the Corporation or three (3) persons elected by the Incorporators, three (3) persons appointed by the Board of Selectmen of the Town of Holliston, and one person chosen by the foregoing six (6) persons. The initial (3) Directors elected by the Incorporators shall serve for terms of three (3), two (2) and one (1) years respectively and shall be so designated. The initial three (3) Directors appointed by the Board of Selectmen shall serve for terms of three (3), two (2) and one (1) years respectively and shall be so designated. The seventh Director elected by the other six (6) shall serve for a term of three (3) years. Directors elected for one year terms shall serve until the second Annual Meeting of members, and until their successors have been duly elected and qualified. Directors elected for two (2) year terms shall serve until the third Annual Meeting of members, and until successors have been duly elected and qualified. Directors elected for three (3) year terms shall serve until the fourth Annual Meeting of members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of members, the membership shall elect one (1) director to hold office for a term of three (3) years, which term shall expire on the date of the applicable Annual Meeting of members. In the case of Directors appointed by the Board of Selectmen, said Board shall annually and not later than September 30, appoint a director to hold office for a term of three (3) years. Each Director shall hold office until the expiration of the term for which he or she was elected or appointed and qualified, or until his or her prior resignation or removal as hereinafter provided.

3. The Board of Directors may remove, for cause only, only those Directors chosen by the members or by the Board itself. A Director may resign at any time by giving written notice to the Board of Directors or to the Clerk of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon the receipt thereof by the Board of Directors or the Clerk. Acceptance of such resignation shall not be necessary to make it effective. The Board of Selectmen may remove, with or without cause, those Directors appointed by the Board of Selectmen.

4. Vacancies in the Board of Directors created by resignation, death, cancellation or expiration of subscription to the Cable Antenna Television System or removal by the Board of Directors for cause shall be filled by appointment by the remaining members of the Board or, in the case of a Director appointed by the Board of Selectmen, by said Board of Selectmen. The appointment shall be by vote of the Board of Directors and four (4) votes shall be necessary to successfully appoint. No such appointment shall be made by the Board of Directors where such vacancy occurs less than sixty (60) days prior to the next Annual Meeting of the members. All such appointments by the Board of Directors shall be for the period expiring at the next Annual Meeting of the members, at which time a Director will be elected to fill the remaining unexpired term, if any, created by such vacancy. Vacancies in the Board of Directors created by resignation, death, cancellation or expiration of subscription to the Community Antenna Television System or removal by the Board of Selectmen shall be filled by appointment by the Board of Selectmen. Any such appointment shall be for the then unexpired term created by such vacancy.

5 (a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b)No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or a majority of the Directors then in office.

(c)Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of the meeting. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him or her.

6. Except to the extent provided herein or in the Certification of Incorporation, a majority of the entire membership of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more Directors a quorum shall consist of a majority of the Directors exclusive of the Directors to be removed. In the case of a vacancy on the Board of Directors, a quorum shall consist of a majority of the Directors in office. A majority of the Directors present, whether or not it be a quorum, may adjourn a meeting to another time and place. Except to the extent provided by law or by-law, the act of the Board of Directors shall be by a majority of the Directors present at the time of the vote, a quorum being present at such a time. Any action authorized by resolution, in writing, by all the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by a unanimous vote at duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there is no Chairman or in his or her absence, the Vice-Chairman, shall preside or in his or her absence, the President shall preside or, in his or her absence, any other Director chosen by the Board, shall preside.

8. The Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law or by-law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

ARTICLE IV
OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a Vice-Chairman of the Board of Directors, a President, an Executive Vice-President, one (1) or more Vice-Presidents, a Clerk, one (1) or more Assistant Clerks, a Treasurer, one (1) or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a Director. Any two (2) or more offices may be held by the same person except the offices of President and Clerk.

2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until a successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the Chief Executive Officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Executive Vice-President, or, if there be none, a Vice-President designated by the Board of Directors, shall have all of the powers and functions of the President. The Executive Vice-President and the Vice-President or Vice-Presidents shall perform such other duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when countersigned by the President; the Treasurer may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors. The Board of Directors shall establish signing authorities and appropriate signing limitations for all checks, drafts, notes and orders for the payment of money. Signing authority shall be limited to Officers or Directors of the Corporation.

(d) The Clerk shall keep the minutes of the Board of Directors and the minutes of the members. The Clerk shall have custody of the seal of the Corporation, and shall affix and attest the same to the documents duly authorized by the Board of Directors. The Clerk shall serve all notices of the Corporation which shall have been authorized by the Board of Directors, and shall have charge of the books and records of the Corporation.

ARTICLE V
MISCELLANEOUS

1. The Corporation shall keep at the principle office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors and any committee appointed by the Board of Directors, as well as a list or record containing the names and addresses of all members.

2. The Corporate seal shall be in such form, as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be July 1st through June 30th.

4. All by-laws of the Corporation, except Article III, Sections 1 through 4 inclusive and this Section, shall be subject to alteration or repeal, and new by-laws may be made, by a two-thirds (2/3) vote of the members entitled to vote and represented at a meeting of the members called for such purpose. The provisions of Article III, Sections 1 through 4 inclusive and this Section may be altered or repealed by said two-thirds (2/3) vote provided the Board of Selectmen has, prior to said two-thirds (2/3) vote, approved such alteration or repeal.

5. The Board of Directors shall have an independent accounting firm prepare the annual financial statements and tax returns.

6. Dissolution of the Corporation shall be in accordance with the Articles of Organization.

HCAT PORTABLE EQUIPMENT REQUEST

NAME: **DATE NEEDED:**

PROGRAM: **DATE BACK**
TIME BACK:

Contact Information:

Camera and Accessories:

Camera JVC GYX2 JVC DV550U Canon GL-2 kit #_____
Tripod Miller GL-2 Bogen w/dolly
Power supply
Battery Qty _____
Battery Belt with light Extra belt battery
Control Arms
Viewfinder 4" 5" Color LCD
Focus Module (JVC GYX2 & DV550)

Audio:

Microphone(s) SM58____ EV 635A ____ Lapel ____ Cardiod ____
Shotgun windscreen Wireless ____
CABLES microphone XLR-XLR____ XLRF-TRS ____ XLRM-TRS ____
Fishpole
Audio mixer Shure M267 Mackie 1604
Headphones
Mic Splitter
Mic Stand Tall Stand Table stand

Miscellaneous:

Cables: BNC ____ RF ____ Power ____
Portable color monitor
Tape VHS SVHS Mini DV
Lowell Light kit Tuff Spun
Announcer intercom kit
Audio/Video DA kit
Power Extension Cord
RF modulator
Adapters Type(s) _____

TO BE FILLED IN BY HCAT STAFF
V 1.6
Checked Out By:_____ Checked In By:_____
Check Out Date: _____ Check In Date: _____

HOLLISTON CABLE ACCESS, INC.

Television FOR Holliston Residents BY Holliston Residents

FREE TRAINING!

All Holliston residents are eligible for free training to use the television production facilities and equipment. Training is provided on an as needed basis determined by the interests of the resident. Several modules are available, each focusing on a different skill.

Training Available:

- Introduction to Cable Access Television
- Studio camera operation
- Portable camera operation
- Editing (linear and non-linear)
- Audio
- Directing
- Lighting
- Graphics
- Teleprompter

Participants are encouraged to sign up to work on existing productions or develop programming of their own. Many opportunities exist to develop your new skills on existing programs.

For information regarding the free training please call 508-429-8979, write to us at P.O. Box 6623, Holliston, MA 01746 or send an email to hcattv8@aol.com

HOLLISTON CABLE ACCESS, INC.

Television FOR Holliston Residents BY Holliston Residents

FREQUENTLY ASKED QUESTONS!

HCAT TV-8

News!
Contact Us
Programming
Home
Bulletin Board
Classes
Board of Directors
Documents
Photo Gallery

What's on channel 8?

The programming schedule for local programs is shown on the bulletin board. The bulletin board on channel 8 is not viewable when local programming is being aired. You can also go to the programming page of this website to access the programming schedule.

Where are you located.

The production studio and offices are located at: 370 Hollis St, Holliston, MA, 01746

at Holliston High School in space leased from the town. We have our own entrance located to the right and around the corner of the main entrance.

How do programs get on channel 8?

Volunteers who have been trained to use the equipment shoot, edit and prepare the video for airing. HCAT does not have a production team available to cover town events. The board's policy is to air only programs sponsored by Holliston residents. Requirements for submitting programs can be found in our policy manual. Sponsors must sign an air request document taking responsibility for the content of the video.

What if I have an idea for a new show?

The best way to get your idea on the air is to take the free training to learn to use the production equipment and produce the program yourself. However, it is possible to produce a new show with existing trained volunteers.

What if I am having trouble with my reception or billing.

Comcast is the cable provider for Holliston. Questions concerning reception and billing must be directed to Comcast at 1-888-633-4266.

Why is the same bulletin board on three channels?

There is currently only one bulletin board processor. Therefore the bulletin board video appears on all three access channels, 8, 10 and 11. Additional bulletin board processors will be put online in the summer of 2006. The pages will be split up across the three access channels to reduce the amount of pages to

	view. Stay tuned for more details.
Why aren't more local events aired on TV 8?	Remember, we are a group of volunteers. We are limited by the availability and interest of our staff of volunteers. If there is something you would like to see covered on Holliston Cable Access, find some other interested people and form a production crew. It's fun and rewarding.
Why don't we have more channels available?	Holliston Cable Access provides the video content for channels 8, 10, and11. All other channels are controlled by Comcast Cable. If you would like to see additional programming on the Comcast channels please contact Comcast at 1-888-633-4266.
Why doesn't HCAT tape school plays and local theater for replay?	Copyright laws restrict what we are allowed to tape and rebroadcast.
There are too many bulletin board pages and they don't remain on the screen long enough for me to record information I need.	As of May 16th the HCAT bulletin board pages are available on our web site. Click on the bulletin board button and then on the link to the bulletin board pages. The online version of the bulletin board will be updated once per week.

HOLLISTON CABLE ACCESS, INC.

Television FOR Holliston Residents BY Holliston Residents

PROGRAMMING

HCAT TV

News!
Contact Us
Home
FAQ
Bulletin Board
Classes
Board of Directors
Documents
Photo Gallery

HCAT volunteers produce educational and community related programs. Our automated playback system allows us to schedule the programs at various times during the day. While we receive many requests to cover events in town, we are limited by the availability of the volunteer staff. If you have a desire to see a local event covered by HCAT TV we encourage you to sign up for FREE training and turn your area of interest into an HCAT production. Please watch channel 8 to see the programming schedule for the current week.

HCAT TV uses three channels:

Channel 8	The primary channel for Holliston Cable Access & Bulletin Board
Channel 10	Morning weather from the Miller Elementary School & Bulletin Board and School Committee Meetings, LIVE
Channel 11	Live telecast of the Selectmen's meetings, Town Meetings & Bulletin Board

Copies of programs seen on channel 8 are available for a nominal fee of $5.00, tape/DVD included. Tapes/DVDs are made on a first come, first served basis as time allows. Please be specific on the program needed, especially for sporting events. To keep the cost down, we will not be able to mail the copies to you so a contact number or email address is required so we can let you know when you can pick up the media at the studio.

HCAT Video Library as of 06/20/06

Now Showing on Channel 8!

Daily schedules (All days and times subject to change without notice but we try not to change the current day's schedule unless absolutely necessary.)

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Now Showing on Channel 10!

Approx 8:15 AM Daily - Weather report from the Elementary School Weather Station. (only available when school is in session)

Thursday, July 20, 2006 School Committee Meeting LIVE from the HHS Library at 7:00 PM. School Committee Meetings are replayed on the following Saturday and Tuesday at 8:00 PM on channel 10.

Now Showing on Channel 11!

Planning board meeting, Thursday, July 20, 7:00 PM, Selectmen's Meeting Room at Town Hall

Selectmen's Meeting, Monday, July 17, 2006. 7:30 PM, Selectmen's Meeting Room at Town Hall.

Shows currently in production:

Weather	The Miller Elementary School will air the weather LIVE each weekday morning at approximately 8:15 AM. This program will continue while school is in session
Holliston Sports Network **HSPN**	Fred Mason and Jay Wyman keep you up to date on the Holliston Sports Scene. Segments, interviews, commentary and fun will make this a must see on channel 8.
Legal Briefs	Andy Porter and his guests discuss legal issues. hcattv8@aol.com
Four on 8	Holliston Issues discussed by Holliston residents. This monthly program tapes at the beginning of each month. Be sure to tune in. You can send your comments and suggestions to directly to Four on 8 by email at fouron8@aol.com. If you want to video tape your comments about any topic discussed on the show and have them included in the next show, call or email the studio to arrange a time for the taping.
HHS Sports Report	Members of the high school communications class, funded by HCAT, bring you the latest HHS sports news.
High School Sports	Whether it's football, basketball, soccer, volleyball, ice hockey, or field hockey, the communications class and adult volunteers will be there to bring you the action.
Local Government	HCAT provides live coverage of the Selectmen's meetings, School Committee meetings, Town Meetings, and taped coverage of many forums presented by the towns people throughout the year to keep the residents informed. If you are unable to attend the meetings yourself, tune into HCAT to watch.
Panther Tracks	The high school communications class, sponsored by HCAT, provides an insiders look at life on campus at Holliston High School. Many original segments produced by the students reveal just how talented these students are.
Generation Express	Members of the communications class discuss current topics.
Holliston Happenings	Jenny McGee and Marty Perlman take a look at what's happenings in the town of Holliston. Video segments, Heard on the Street and Sticky Beakin', as well as interviews with guests cover a variety of subjects of interest to all Holliston residents.
Sticky Beakin	Carl Damigella and Roger Gandini stick their beaks into everything Holliston. In addition to their short segment on *Holliston Happenings*, Carl and Roger will also feature longer segments about Holliston establishments, little known facts, and anything else people want them to look into.
YOUR SHOW!	Produce your own program and make a difference in Holliston. It's easy and lots of fun. Best of all, HCAT is here to help you.

Holliston Access Corporation Personal Release Form

I, _____, do hereby authorize _____HCAT_____, to use my likeness and/or photograph and/or voice in any manner as they may elect, with any and all media now known or hereafter devised, throughout the world in perpetuity in connection with programming produced through Holliston Cable Access, Inc. ("H-CAT").

Furthermore, I do hereby release _____, H-CAT, it's employees, Board of Directors or Volunteers from all claims, liabilities or actions including but not limited to libel, invasion of privacy, and misappropriation of name and likeness, based upon any use that is made of my name, voice or likeness in connection with the programs.

Signature_____ Date:_____

Print Name_____

Address_____

City_____ State_____ Zip Code_____

To be completed if the participant is under 18 years of age.

I represent that I am the legal parent or guardian of the minor who has given the above release, and hereby agree that I and said minor will be bound thereby:

Parent/Guardian Signature_____ Date_____

Print Name_____

Address_____

City_____ State_____ Zip Code_____

Holliston Cable Access, Inc.

HOLLISTON CABLE ACCESS, INC.

PARENTAL PERMISSION FORM

I hereby give my permission for _____, to use the equipment and facilities of HCAT. My child may participate in community television productions, which take place at the studio____ and field productions____ using the portable equipment. (Please initial those locations where the minor is allowed to participate.)

In cases where my child wishes to request facility or equipment use, I will sign all relevant forms accepting responsibility for the equipment and facilities.

I indemnify and hold harmless HCAT and Holliston Cable Access, Inc. from any liability while my child is using the equipment or facilities at any time.

SIGNED:_____ Date:_____

(Parent or Guardian)

NAME OF MINOR (PRINT):_____ AGE:_____

ADDRESS:_____

PHONE: _____

IN CASE OF EMERGENCY, PLEASE NOTIFY:_____

_____

If there are any special physical needs that your child has and are relevant to facility or equipment use, and that we may be helpful with, please specify. Also, please specify any time restrictions that we should be aware of regarding use of the HCAT facilities.

_____

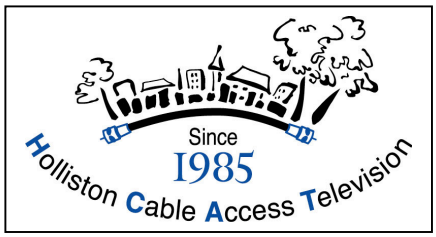
_____

_____

_____

_____

_____



HOLLISTON CABLE ACCESS, INC.

POLICIES
And
PROCEDURES

Version 3.1
08/25/2005

Holliston Cable Access, Inc.
P.O. Box 6623
Holliston, MA 01746

INTRODUCTION

The purpose of this manual is to describe the rights, responsibilities, and procedures involved in creating cable television programming for Holliston Cable Access, Incorporated (HCAI).

HCAI facilities exist to encourage Holliston residents to fully participate in the development and production of local television programming. Such programming will air on our assigned PEG (Public, Education, & Government) access channels reserved specifically for this purpose. Qualified users have access to the studio, production equipment, editing equipment, videotape, staff support and access channels at no cost when working on qualified programming. HCAI will provide the necessary production equipment, training and technical assistance.

The following guidelines will assist in efficient and maximized use of the facilities.

SECTION 1. MANAGEMENT

The Board of Directors of Holliston Cable Access, Inc., carries out the management of HCAI in cooperation with the local cable provider. Holliston Cable Access, Inc., is a non-profit corporation created to manage community television operations and funding in Holliston. All Holliston cable subscribers are eligible to serve on the Board and vote at the Annual Meeting. Terms of office of the Board are three years. The Selectmen appoints three positions with one position appointed each year. The subscribers elect four positions with each position having a three-year term.

The day-to-day operation of the studio is the responsibility of the Program Manager, whose position is contracted and funded by the HCAI Board of Directors. The Program Manager is responsible for the scheduling of the facilities and equipment, maintenance of the bulletin board, training, technical support for the volunteers, and office duties required for the operation of the studio.

Questions regarding the rules and procedures outlined in this manual may be sent to:

Holliston Cable Access, Inc.
Post Office Box 6623
Holliston, MA 01746

Or by email:

Hcattv8@aol.com

SECTION 2. WHO MAY USE THE PUBLIC ACCESS FACILITIES

HCAI encourages any individual or group residing in the town of Holliston to utilize the access television facilities. We do not discriminate on the basis of age, sex, race, and physical disability, religious or political beliefs. Users under 18 years of age are required to have a guardian co-sign the application form and all other appropriate documents described in this manual. The co-signer then becomes legally and financially responsible for any damage to HCAI facilities or equipment caused by the user, other than normal wear and tear.

SECTION 3. LOCAL ORIGINATION FUNDING

Funding for HCAI is provided for in the license agreement between the Town and the cable operator. Aside from the studio, portable equipment and other production necessities, the cable company is required to apportion Holliston Cable Access, Inc., a percentage of its annual gross revenues from Holliston subscribers to support the production of community programming. This support can include, but not be limited to funding for the following: training programs, video tape, additional equipment and supplies, studio sets and publicity.

Holliston Cable Access, Inc., (HCAI) receives funding from the cable provider as specified in the license agreement. These monies are payable to HCAI [on December 1, for income generated in the fiscal year, August 1 to July 31.]

The purpose of these funds, as noted in the final license between the Town of Holliston and the cable provider is "…to oversee the local origination fund and promote participation of the residents of Holliston in local origination programming."

Although HCAI expects that a large portion of the monies received will be used to maintain adequate supplies for "in-house" requirements, HCAI may make funding available for individual producers and promoters of local origination programming.

This funding, in the form of grants, is primarily intended to reimburse producers for certain out-of-pocket expenses. All items acquired using HCAI grants will become the exclusive property of HCAI.

Any request for production expenses that exceeds the limit of authority of the Program Manager, must be submitted in writing to the board of directors for consideration.

Individuals and groups requesting funding should expect to send written proposals two months in advance of needs to the HCAI Board of Directors at Box 6623, Holliston, MA 01746

Proposals must be detailed and include, but not be limited to:

- Produce/Organization name and address
- Total funding request—with details as to the exact use of the funds provided.
- Details concerning the production itself
- Estimated time for completion of production.
- Other details that will assist the Board of Directors in making a prudent decision.

SECTION 4. GETTING YOUR PROGRAM ON TELEVISION

Here are some basic guidelines:

1. Complete the Program Proposal Form. [See ATTACHMENT B] New show productions must be intended for airing on one of the PEG channels and must be approved by the Program Manager. The Program Proposal form must be submitted before the PEG facilities will be made available to producers.
2. Read this manual. It tells you about the training modules available, how to sign out equipment, develop plans for a production, operating rules and scheduling your program for playback.
3. Take all the required training modules necessary to become certified to use the equipment needed to create your program. [See section 5.]
4. Reserve the equipment and/or studio facilities needed. All equipment and facilities are on a first come, first served basis. [See ATTACHMENT A for portable equipment reservation form.]
5. If the portable studio is required please coordinate your needs with the Program Manager.
6. Tape all the video needed and edit as required. The Program Manager can help you get additional crew members if required.
7. Submit your finished product to the Program Manager who will review your finished program and schedule it for playback.

Some of these procedures may vary depending on your amount of experience and the type of program you are producing. The Program Manager will help you plan your needs.

SECTION 5. TRAINING WORKSHOPS

Training workshops for television production are provided on as-needed basis and are available at not cost to all residents of Holliston. The training is broken down into modules. Module #1, *Introduction to Public Access Television* is a prerequisite to all other modules, which include studio and remote camera operation, editing, audio, lighting and directing to name a few.

Advanced Workshops

From time-to-time, as demand dictates, advanced workshops, such as the following will be offered:

- Advanced Lighting Techniques
- Audio Engineering and Recording
- Scripting and Storyboarding for Television
- Using the portable studio for a mobile shoot

SECTION 6. QUALIFICATIONS FOR PUBLIC ACCESS PROGRAMMING

Generally, all programs will be videotaped unless it is important to achieve timeliness, in which case they may be cablecast live.

Prior to cablecast, all videotapes will be evaluated as to technical quality. Obviously, tapes produced by residents are not expected to meet regular broadcast standards; however, those tapes that do not carry a technically acceptable signal over the cable system will not be cablecast. At the discretion of the Program Manager, on-the-spot coverage of bona-fide news events, and live spontaneous, unscripted, unrehearsed performances need not be reviewed.

The intended use of HCAI studios is for the production of non-commercial, non-profit programs of community interest. Subsequently, programs produced in the Public Access Facilities will not be distributed in any manner outside of Holliston systems except under the conditions described below:

1. The access facility may duplicate a public access user's tape or any portion thereof, for the purpose of helping promote the concept of public access. An access user who does not want his or her tape used in this fashion must state so in writing at the time the tape is submitted for cablecast.

2. The access facility may provide a copy for a regulatory body or court of appropriate jurisdiction and will notify the user of such action.

3. The public access user will retain all other rights to the content of their programs, shall assume all liability for program content and will indemnify and hold harmless the officers, partners, directors and principals of Holliston Cable Access, Inc. from all liability or other injury arising out of or due to program content and/or cablecast of the subject program.

Holliston Cable Access, Inc. and the user will agree upon any other use of the user's public access program in writing.

Programs may be accepted for air on a PEG channel even if produced outside of PEG facilities and with the use of non-PEG equipment as long as the program quality meets the standards set by the Program Manager and the program is produced by and for Holliston residents. Any transmission equipment used at remote locations as well must also meet the equipment standard. HCAI personnel may require access to such equipment for periodic inspection. It is also recommended that any anticipated equipment purchases be forwarded to the Program Manager to review for technical conflicts.

PEG facilities are for the production of PEG programming, not personal or business projects. Holliston High School students enrolled in the communications class may use PEG facilities, working in a classroom setting or on a class approved video project. The goal of such a project should be eventual airing on a PEG channel unless the project is clearly defined for training purposes.

SECTION 7. USE OF FACILITIES AND EQUIPMENT

Eligibility to Use Access Equipment and Facilities

Equipment and facilities are available to community members or organizations on a first-come, first serve, non-discriminatory basis, provided that they:

1. Have successfully completed the applicable HCAI workshop (OR)
   Can demonstrate proficiency in the basic operation of the requested video equipment. The Program Manager must certify that interested individuals are properly trained.

2. Complete and have approval on all forms required to request use of facilities or equipment. Forms will be required of all users to cover liability, authorization to air video, schedule studio, & editing time and any others required from time-to-time by the Holliston Cable Access, Inc., Board of Directors. For “regular” programs, forms may be completed once each broadcast season.

3. Obey all the rules and regulations adopted by HCAI regarding; equipment and facility use, program planning, program content and any other requirements as may be set forth by HCAI from time to time.

Any Holliston resident who meets the above requirements may request facility, or equipment use.

At the discretion of Holliston Cable Access, Inc., individuals or organizations from outside the community may use equipment or facilities as long as the Producer is a qualified Holliston resident and non-resident crew members have been trained or have demonstrated proficiency in the use of the equipment.

Common doors between the high school and the PEG facility will be locked and alarmed at 3pm weekdays and all weekend. HCAI will restrict access from the PEG facility to the high school after 3pm weekdays and all weekend. Access times may be changed by agreement between both the School Department and HCAI.

Technical Assistance

Successful public access programming depends on participation by many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Because of this and limited staff time, HCAI generally cannot provide videotaping services for community members or organizations except in special circumstances. Staff and the Board will assist community members in assembling production crews from among trained and qualified community volunteers. Community organizations planning to do programs on a regular basis are encouraged to form a television production committee, which HCAI will then train.

Technical assistance and advice for the production of community programming will be provided on a first come, first serve, non-discriminatory basis in accordance with the policies of HCAI.

Any volunteer or paid agent of HCAI may provide production assistance for PEG projects only.

Use of Equipment

General Rules

1. Equipment is available on a first come, first serve, non-discriminatory basis.

2. Cancellations of reserved equipment should be made known to the Program Manager as soon as possible so that the equipment can be made available to other volunteers.

3. Users will identify themselves as public access producers, not as employees or staff of the cable provider or Holliston Cable Access, Inc..

4. Additional materials for productions, beyond those supplied by HCAI (i.e., sets, graphics, videotapes, other materials, etc.), must be supplied by the user and must be removed after the production. In special cases, users may request funding from the Board of Directors for additional materials needed for television productions.

5. Tapes will be recycled at the discretion of HCAI unless the Producer makes a specific request to retain the tape(s). HCAI is not an insurer of any tapes left at the Public Access Facility.

6. Individuals using HCAI equipment, or studio and post-production facilities will not change wiring or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the user!

7. Individuals using HCAI equipment should report any defects or problems to the staff.

8. Food or drinks may only be consumed in the main hallway of the studio. Smoking is not permitted by law in any part of the facility or on the grounds surrounding the building.

Use of Portable Video Equipment

1. Reservations for equipment use may be made at any time. {See ATTACHMENT A for portable equipment reservation form.]

2. Equipment reservations are typically for 1-2 days. Longer loan periods must be requested at the time the reservation is made and will be honored at the discretion of the Program Manager.

3. Equipment must be picked up and returned during regular studio hours of the Program Manager. Special arrangements can be made with the Program Manager as needed.

4. Persons holding equipment reservations must follow these checkout and check-in procedures:

   Check-out:
   1. Sign all required forms.

   2. Assemble and test requested equipment. It is responsibility of the volunteer to make sure they have everything they need.

   3. Users with equipment already checked out will not be allowed to check out additional equipment unless special arrangements are made with staff.

   4. An adult who represents a signed release form stating that the adult accepts responsibility for the equipment and its use by the minor must accompany eligible users under the age of 18 who wish to borrow portable equipment.

   Check-in:
   1. Equipment must be returned on time.

   2. Any problems with equipment or damage should be noted on the equipment checklist and brought to the attention of the staff.

   3. Users are responsible for loss or damage due to negligence or abuse while the equipment is checked out to them.

Use of the Studio

1. In order to schedule the studio and control room, a community user (and all crew members) must be certified for studio production.

2. Indicate the dates and times you wish to use the control room on the control room calendar. Please indicate your name and hours needed.

3. All required planning and facility request forms must be filled out by the user and approved by the Program Manager before the studio will be scheduled.

4. Users must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It's generally good practice to allow at least one hour before and after the time needed to tape the actual production for set-up and clean-up of the studio. Also, remember to allow time either before or during the scheduled studio time to brief the crew and talent on the planned production.

5. Users under the age of 18 who wish to schedule the studio or participate in a studio production must have written permission from their parent or guardian [ATTACHMENT D]

Use of Editing and Post-Production Facilities

1. In order to schedule and use the editing or post-production facilities, a community user must be properly certified for each use.

2. Requests for use of the HCAI post-production or editing equipment shall be posted on the appropriate facility calendar. Please indicate your name and the hours needed.

3. Users under the age of 18 who wish to schedule the editing and post-production facilities must have written permission from their parent or guardian. A parent or guardian, or any adult certified for use of the studio equipment must be on-site during the scheduled time. [ATTACHMENT D].

Use of the Portable Studio

1. In order to request scheduling of the portable studio, community users must be certified for such use.

2. Due to the amount of equipment required and special transportation needs, please make arrangements for use of the portable studio as soon as possible. Last minute requests cannot be satisfied.

3. All required planning and equipment forms must be filled out by the user and approved by staff before the portable studio will be scheduled.

4. A user requesting use of the portable studio must also provide to staff proof that the following arrangements have been made:

    a. Safe, environmentally protected work areas have been secured for the crew and equipment.

    b. Written permission for use of the production location, where needed.

    c. Any necessary labor approvals have been obtained.

    d. That the Program Manager or official designee be available to deliver the portable studio equipment.

5. When scheduling a time period for the portable studio, users should allow ample time for the following:

    a. Checking over and loading up the needed equipment.

b. Travel time to and from the production site.

c. Set-up time

d. A crew briefing period

e. The length of the actual event being taped.

f. Taking apart equipment and reloading the equipment at the end of the taping.

g. Check-in of the equipment back at the studio.

6. In order to schedule the portable studio or participate in a portable studio production, users under the age of 18 must have written permission from their parent or guardian. [ATTACHMENT D].

SECTION 8. RESPONSIBILITIES OF THE ACCESS USER

After completing the training workshops, the certified user is responsible for the following:

1. Submitting for approval the “HCAI Program Proposal Form.”.
2. Requesting the necessary studio production facilities and equipment to produce an approved program.
3. Organizing a qualified, certified crew.
4. Providing talent for productions, and obtaining a signed “Appearance Release” [Attachment C] for all persons appearing on camera.
5. Identifying him or herself to persons being videotaped, particularly when that person may not be aware of being taped. The user must not present himself or herself as an employee or representative of HCAI.
6. Setting and striking the sets.
7. Notifying the Program Manager for cancellation of studio, production facilities and equipment as soon as possible.
8. Assuming responsibility for the use of the studio, production facilities and equipment other than normal wear and tear.
9. Obtaining all requisite copyright licenses and agreeing to hold HCAI and the cable provider harmless from any copyright infringement. HCAI maintains a sizeable library of royalty free music to use in video productions.
10. Replacing any tapes kept or lost with an equivalent amount of new tapes of similar quality.

SECTION 9 PROGRAM CONTENT

Policy Statement on Free Speech

Public Access is a medium for community expression, provided by the cable operator and managed by Holliston Cable Access, Inc. It is hoped that Holliston residents will perceive this as a means to produce a wide variety of programs about their experiences, concerns and interests. We, therefore, uphold every individuals and organizations right to free speech.

Program Content

HCAI has designed its policies and facilities to encourage quality and creative programming. The channel time and the User's Statement of Compliance require the access user to accept responsibility for the program content requirements. Although HCAI upholds the right to free speech, certain legal and community considerations have been incorporated into the policies regarding program content. Therefore the following materials may not be shown on HCAI channels:

1. Obscene, indecent or profane materials. If questions arise relative to community standards, the Board of Directors of HCAI may be consulted.

2. Advertising material designed to promote the sale of commercial products, businesses, services or individuals. This includes advertisement by or on behalf of officially announced candidates for public office or paid political programming.

3. The direct solicitation of funds, without first receiving permission of the Board of Directors of Holliston Cable Access, Inc.

4. Material, which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state, or federal law.

5. Materials which require appropriate rights from broadcast stations networks, music licensing organizations, performers, representatives, copyright holders and any other persons as may be necessary for cablecast unless the community user presents written authorization for use of such materials.

Political Cablecasting

HCAI users shall comply, where applicable, with the requirements of the FCC's rules and regulations relating to the equal time requirements for candidates for political office the fairness doctrine, the personal attack rule and requirements concerning political editorials. If any of these requirements apply to programming to be presented on HCAI the user shall take all steps necessary to comply. The Board of Directors shall have final discretion to determine whether the proposed community programming is of such length or nature that it satisfies the FCC rules. If not then the Board may require modification of the program or prohibit its cablecast.

No advertising will be accepted on behalf of candidates for public office or political parties. This includes advertising promoting and/or opposing ballot issues by supporting groups or lobbying organizations.

Programs discussing political issues and/or candidates who directly represent the Town of Holliston may appear on HCAI

Cablecasts of material concerning political candidates or issue's resulting from coverage of bona fide news event are exempt from the Equal Time provisions.

Staff may review all pre-recorded tapes of political programming to assure compliance with applicable rules and regulations

Indemnification

Any user of community access channels, equipment of facilities shall indemnify and hold harmless Holliston Cable Access, Inc., the cable provider, and the Town of Holliston against any and all liability arising our of breach of the Statement of Compliance. This indemnification shall not be an admittance of liability nor shall it be for the benefit of third parties.

Violation of Program Content Rules

Violation of these rules may subject the user or organization represented by the user to immediate forfeiture of the privilege of using community channels, equipment and facilities.

SECTION 10 HCAI PROGRAM RIGHTS

As HCAI has provided materials, facilities and staff time in the production of programs, HCAI has the following rights:

1. To retain the edited master of the program for its tape library.

2. To make duplications of the program for HCAI use and/or additional distribution.

3. To cablecast the program as often as is deemed appropriate.

4. To exercise the option of erasing an obsolete or unusable program after it has been cablecast with permission of the Producer of the program.

5. Copies of HCAT programs are available for personal use for a modest fee. However, HCAT recommends that copies of programs be made off-air when the show is broadcast before requesting copies from the studio. Any requests for copies of programs will be scheduled in the order that they are received. We cannot guarantee time of availability.

SECTION 11 CABLECASTING PROCEDURE, CHANNEL TIME REQUESTS

Submitted program criteria.

The finished video project must meet the following criteria:

1. Tape and case must be clearly marked with the program name, date taped and length of program.
2. Video format must be one of the following:
    a. DVD-R
    b. SVHS
    c. ¾" Umatic
    d. VHS (SP speed only)
3. The video must have at least 15 seconds of black at the beginning and end.
4. The video must contain an introduction graphic or video opening describing the contents of the video and closing graphics listing the producer's name and crew members.
5. Tape must be submitted at least 48 hours before preferred air date and time unless prearranged with the Program Manager. Tapes submitted on Friday will not be aired until at least Monday.
6. Tape may be archived on DVD and the tape recycled unless producer specifies otherwise.

Scheduling Procedure

Program scheduling will be at the discretion of the Program Manager, including air time(s) and channel(s), taking into account the recommendation of the program producer. All requests for channel time shall be processed on a fair and equitable basis. An access user may specify alternative dates and time in the initial request. HCAI reserves the right to air any approved program on any of the PEG channels, regardless of the suggested channel designation.

If scheduling allows, a taped program may be repeated any weekly period. HCAI will make all attempts to schedule the first repeat of the program during the time period requested by the producer, however, first-time cablecasts of other programs will have priority.

Recognizing the fact that the School Department has the ability to air programs from remote access points, the department will still be required to enter shows into our database via the previously mentioned forms. This includes both general town-wide broadcasts as well as internal broadcasts when & if that technology becomes available. The only exclusion to this advance notice policy would be for emergency broadcasts.

Regularly scheduled "series" time slots will be allocated at the discretion of staff or the Board, provided that ample time remains available for other community programming requests.

Content of Video Programming

All videotapes submitted to HCAI for cablecast may be evaluated for content. The evaluation is based upon, but not limited to:

1. FCC rules and regulations.
2. Rules and regulations regarding program content adopted by Holliston Cable Access, Inc. (See Section 9)
3. The competence demonstrated in the presentation of the content of the program (i.e. in most cases, except maybe comedy or stylized art, the program should make sense.).

Externally Produced Programs

Definition: Externally produced material is programming not produced using the equipment or facilities of HCAI.

Policy

Holliston Cable Access, Inc., gives priority and preference to material produced and presented by Holliston residents. From time to time, the Board of Directors of Holliston Cable Access, Inc., may consider airing externally produced material determined to be of interest to the residents of the Town of Holliston.

HCAI requires applicants to sign a waiver indemnifying Holliston Cable Access, Inc., the cable provider and the Town of Holliston from liability for possible copyright infringement. In addition, copies of permission for use of copyrighted material must be submitted with the finished program.

HCAI does not routinely record live town governmental meetings. If the specific governing body makes a record/playback request, HCAI will record said meeting and schedule for playback no more than twice, if facilities and personnel are available. After the final airing, the recording will be destroyed or presented to the requesting governing body for safekeeping.

SECTION 12 COMMUNITY BULLETIN BOARD ANNOUNCEMENTS

HCAI provides for telecast of community announcements through the use of The Electronic Community Bulletin Board.

Most bulletin board announcements will be accepted as long as they are for non-commercial, Holliston Community announcements.

To post an announcement on the Bulletin Board, send an email of you notice to hcattv8@aol.com, or mail your notice to Holliston Cable Access, Inc., P.O. Box 6623, Holliston, MA 01746. Please specify the date range you would like your notice to be posted. HCAI reserves the right to edit the content of the notice and adjust the display date range as needed.

SECTION 13 GRIEVANCES

If access to the PEG facility or equipment is denied to any resident or student, that individual may appeal the decision to the HCAI Board of Directors

Any grievances regarding the assignment of workshop space, channel time allocation, equipment, studio and facility use or any other matter regarding HCAI should first be discussed with the Program Manager. If that does

not provide an adequate solution, a grievance may be filed in writing with the Board of Directors of HCAI, P.O. Box 6623, Holliston, MA 01746. The Board may invite the person filing the grievance to appear at the next available meeting of the Board to discuss the matter. All decisions of the Board of Directors regarding these matters are final.

SECTION 14 PUBLIC RECORDS

Use of cablecasting equipment and/or channel time will not be made available to any person or group who refuses to have his/her or its identity and address maintained in our file.

ATTACHMENT A

HCAT PORTABLE EQUIPMENT REQUEST

NAME: **DATE NEEDED:**

PROGRAM: **DATE BACK**

Camera and Accessories:

Camera #_____
Tripod
Power supply
Battery Qty _____
Battery Belt with light Extra belt battery
Control Arms
Viewfinder 4" 5"
Focus Module

Audio:

Microphone(s) SM58____ EV 635A ____ Lapel ____
Shotgun windscreen Wireless ____
CABLES microphone XLR-XLR____ XLRF-TRS ____ XLRM-TRS ____
Fishpole
Audio mixer Shure M267 Mackie 1604
Headphones
Mic Splitter

Miscellaneous:
Cables: BNC ____ RF ____ Power ____
Portable monitor
SVHS Tape
Lowell Light kit Tuff Spun
Announcer intercom kit
Audio/Video DA kit
Power Extension Cord
RF modulator
Portable Color Monitor
Adapters Type(s) _____

Checked Out By:_____ Checked In By:_____
Check Out Date: _____ Check In Date:
_____

HOLLISTON CABLE ACCESS, INC

ATTACHMENT B

PROGRAM PROPOSAL

NAME:_____ DATE: _____

ADDRESS:_____

ORGANIZATION (IF ANY)_____

PHONE:_____ EMAIL: _____

The information requested in this proposal will enable the Access Programming staff to determine your production needs and assist you in planning your production. Please type or print your answers on the spaces provided below and submit the completed proposal to the HCAT Program Manager.

TITLE OF ROGRAM_____

ESTIMATED LENGTH OF PROGRAM_____

FORMAT (check any that apply)

___Documentary ___Instructional ___Interview
___Talk Show ___Music ___Debate
___Newscast ___Live ___Teleplay
___Other (please specify)_____

PROGRAM CATEGORY: (check one or more)

___Minority Issues ___Handicapped ___Sports
___Religious ___Educational ___Arts
___Professional advice ___Family ___Gender Issues
___Employment ___Children ___Music
___News ___Youth/Teens ___Municipal/Govt.
___Comedy ___Seniors ___Bilingual
___Holliston Issues ___Other (specify)_____

DESCRIBE THE PROGRAM FORMAT IN MORE DETAIL:

DESCRIBE THE PROGRAM CONTENT:

PROGRAM PROPOSAL (cont)

DESCRIBE BENEFITS TO THE COMMUNITY:

DO YOU NEED ANY SPECIAL EQUIPMENT OR FACILITIES:

LIST DATES, TIMES AND PLACES OF EVENTS TO BE TAPED:

DESCRIBE ANY SPECIAL CREW NEEDS:

HOW LONG WILL IT TAKE TO COMPLETE THIS PROGRAM:

DESCRIBE THE AUDIENCE YOU WOULD LIKE TO REACH:

PLEASE LIST ANY PATRONS OR UNDERWRITERS YOU WILL CREDIT:

DESCRIBE ANY SPECIAL PERMITS, COPYRIGHT WAIVERS OR RELEASES YOU MIGHT NEED TO OBTAIN FROM PUBLIC OR PRIVATE SOURCES IN ORDER TO TAKE AND/OR CABLECAST THIS PROGRAM:

WILL YOU BE APPLYING FOR ANY SPECIAL FUNDING FROM HCAT?

The undersigned agrees to abide by all operating guidelines of HCAT, Holliston Cable Access, Inc. and the cable provider, including, but not limited to facility use and program content.

SUBMITTED BY:_____ DATE:_____

PROGRAM MANAGER:_____ DATE_____

ATTACHMENT D

HOLLISTON CABLE ACCESS, INC.

PARENTAL PERMISSION FORM

I hereby give my permission for _____, to use the equipment and facilities of HCAT. My child may participate in community television productions, which take place at the studio____ and field productions____ using the portable equipment. (Please initial those locations where the minor is allowed to participate.)

In cases where my child wishes to request facility or equipment use, I will sign all relevant forms accepting responsibility for the equipment and facilities.

I indemnify and hold harmless HCAT and Holliston Cable Access, Inc. from any liability while my child is using the equipment or facilities at any time.

SIGNED:_____ Date:_____

(Parent or Guardian)

NAME OF MINOR (PRINT):_____ AGE:_____

ADDRESS:_____

PHONE: _____

IN CASE OF EMERGENCY, PLEASE NOTIFY:_____

_____

If there are any special needs or handicaps that your child has and are relevant to facility or equipment use, and that we may be helpful with, please specify. Also, please specify any time restrictions that we should be aware of regarding use of the HCAT facilities.

_____
_____
_____
_____
_____
_____

ATTACHMENT E

Holliston Cable Access, Inc.

P.O. Box 6623, Holliston, MA 01746

Video Broadcast Request

1. I have read and am familiar with and agree to abide by the policies of Holliston Cable Access, Inc.
2. I understand that the material I submit will be used for programming on Holliston Cable Access, Inc.'s access channels. While I may recommend the specific channel on which the program will be broadcast, Holliston Cable Access, Inc. maintains the right to assign the playback channel based on scheduling and timing considerations.
3. I understand the material provided adheres to the following:
    a. Does not contain any commercial advertising or programming.
    b. Meets minimum requirements and technical standards for cablecast.
    c. All clearances, releases and other assurances have been obtained and are included with this request.
    d. Meets all FCC rules and regulations.
    e. Does not contain any obscene, indecent or profane materials.
    f. Does not contain any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state, or federal law.
    g. Does not contain any direct solicitation of funds without first receiving permission from the Board of Directors of Holliston Cable Access, Inc.
4. I understand that I am fully responsible for all programming material submitted.
5. I understand that I am responsible for the production and presentations of my program(s). I agree to hold harmless Holliston Cable Access, Inc., and Comcast, and the Town of Holliston, their directors and agents (and their successors) from any liability, loss, claim, cost or damage of any nature whatsoever which may arise by any reason of any claim that any material produced, cablecast or disseminated by me infringes the rights of any person or organization. Further I agree to release Holliston Cable Access, Inc. and its agents from responsibility if this program(s) is damaged, lost, or stolen while in their custody.

NAME_____

SIGNATURE_____ DATE_____

Phone Number (day) _____ (evening) _____

Program Title_____

Topic_____ Format_____

Preferred Channel for Playback_____ Broadcast dates_____

If submitter is a minor: Name and signature of adult assuming responsibility.

NAME_____

SIGNATURE_____ DATE_____

HOLLISTON CABLE ACCESS, INC
PROGRAM PROPOSAL

NAME:_____ DATE: _____

ADDRESS:_____

ORGANIZATION (IF ANY)_____

PHONE:_____ EMAIL: _____

The information requested in this proposal will enable the Access Programming staff to determine your production needs and assist you in planning your production. Please type or print your answers on the spaces provided below and submit the completed proposal to the HCAT Program Manager.

TITLE OF ROGRAM_____

ESTIMATED LENGTH OF PROGRAM_____

FORMAT (check any that apply)

___Documentary	___Instructional	___Interview
___Talk Show	___Music	___Debate
___Newscast	___Live	___Teleplay

___Other (please specify)_____

PROGRAM CATEGORY: (check one or more)

___Minority Issues	___Handicapped	___Sports
___Religious	___Educational	___Arts
___Professional advice	___Family	___Gender Issues
___Employment	___Children	___Music
___News	___Youth/Teens	___Municipal/Govt.
___Comedy	___Seniors	___Bilingual
___Holliston Issues	___Other (specify)_____	

DESCRIBE THE PROGRAM FORMAT IN MORE DETAIL:

DESCRIBE THE PROGRAM CONTENT:

HOLLISTON CABLE ACCESS, INC
PROGRAM PROPOSAL

DESCRIBE BENEFITS TO THE COMMUNITY:

DO YOU NEED ANY SPECIAL EQUIPMENT OR FACILITIES:

LIST DATES, TIMES AND PLACES OF EVENTS TO BE TAPED:

DESCRIBE ANY SPECIAL CREW NEEDS:

HOW LONG WILL IT TAKE TO COMPLETE THIS PROGRAM:

DESCRIBE THE AUDIENCE YOU WOULD LIKE TO REACH:

PLEASE LIST ANY PATRONS OR UNDERWRITERS YOU WILL CREDIT:

DESCRIBE ANY SPECIAL PERMITS, COPYRIGHT WAIVERS OR RELEASES YOU MIGHT NEED TO OBTAIN FROM PUBLIC OR PRIVATE SOURCES IN ORDER TO TAKE AND/OR CABLECAST THIS PROGRAM:

WILL YOU BE APPLYING FOR ANY SPECIAL FUNDING FROM HCAT?

The undersigned agrees to abide by all operating guidelines of HCAT, Holliston Cable Access, Inc. and AT&T Broadband, including, but not limited to facility use and program content.

SUBMITTED BY:_____ DATE:_____

PROGRAM MANAGER:_____ DATE_____

Holliston Cable Access, Inc.

P.O. Box 6623, Holliston, MA 01746

Video Broadcast Request

1. I have read and am familiar with and agree to abide by the policies of Holliston Cable Access, Inc.
2. I am a Holliston resident and made a significant contribution to this production.
3. I understand that the material I submit will be used for programming on Holliston Cable Access, Inc.'s access channels. While I may recommend the specific channel on which the program will be broadcast, Holliston Cable Access, Inc. maintains the right to assign the playback channel based on scheduling and timing considerations.
4. I understand the material provided adheres to the following:
    a. Does not contain any commercial advertising or programming.
    b. Meets minimum requirements and technical standards for cablecast.
    c. All clearances, releases and other assurances have been obtained and are included with this request.
    d. Meets all FCC rules and regulations.
    e. Does not contain any obscene, indecent or profane materials.
    f. Does not contain any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state, or federal law.
    g. Does not contain any direct solicitation of funds without first receiving permission from the Board of Directors of Holliston Cable Access, Inc.
5. I understand that I am fully responsible for all programming material submitted.
6. I understand that I am responsible for the production and presentations of my program(s). I agree to hold harmless Holliston Cable Access, Inc., and Comcast, and the Town of Holliston, their directors and agents (and their successors) from any liability, loss, claim, cost or damage of any nature whatsoever which may arise by any reason of any claim that any material produced, cablecast or disseminated by me infringes the rights of any person or organization. Further I agree to release Holliston Cable Access, Inc. and its agents from responsibility if this program(s) is damaged, lost, or stolen while in their custody.

NAME_____

SIGNATURE_____ DATE_____

Phone Number (day) _____ (evening) _____

Program Title_____

Topic_____ Format_____

Preferred Channel for Playback_____ Broadcast dates_____ One Time Weekly Monthly Annual

If submitter is a minor: Name and signature of adult assuming responsibility.

NAME_____

SIGNATURE_____ DATE_____

ADDRESS_____

HCAT Video Library

Program	RecordDate	Contents
1988 Video Yearbook		
1990 Video Yearbook		
1991 Video Yearbook		
1992 Video Yearbook		
1993 Video Yearbook		
1994 Video Yearbook		
1995 Video Yearbook		
1996 Video Yearbook		
1997 Video Yearbook		
1998 Video Yearbook		
1999 Video Yearbook		
2 Lemons	08/08/2005	Student Film
20 Years of HCAT	02/11/2006	collage of HCAT programming from years past
2000 Video Yearbook		
2001 Video Yearbook		
2002 Video Yearbook		
2003 Video Yearbook		
2004 Video Yearbook	06/03/2004	
2005 Video Yearbook	06/03/2005	
2006 Video Yearbook	06/02/2006	
50 or Better	03/22/2002	
50 or Better	04/26/2002	
5th Grade Graduation	06/05/2002	
5th Grade Graduation	06/14/2004	
5th Grade Graduation	06/13/2005	
5th Grade Moving Up	06/16/2006	Miller Moving Up Ceremony

Tuesday, June 20, 2006 Page 1 of 17

First Previous Next Last

Newton Communications Access Center, Inc.

B Y L A W S

NCAC
P.O. Box 610192, 90 Lincoln Street
Newton Highlands, MA 02161-0192

Adopted December 6, 1990
Revised November 9, 1992
Amended March 7, 1995
Amended March 5, 1996 and March 20, 1996
Amended May 17, 2000

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ARTICLE I: NAME

The name of this corporation shall be NEWTON COMMUNICATIONS ACCESS CENTER INC.♦ (hereinafter in these bylaws referred to as the "Center"), unless and until changed by amendment of the Articles of Organization. The Center shall have several different departments. The department responsible for programming on cable channel 13 shall be commonly known as NewTV 13.

ARTICLE II. PURPOSE

The purpose of the Center shall be as set forth in the Articles of Organization and these Bylaws, including, but not limited to, producing community access programming for the residents and organizations of Newton, allocating channel space and time to Newton residents to cablecast programming and providing training to Newton residents and organizations in the use of access facilities and equipment. The purposes shall be exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended from time to time.

ARTICLE III. MEMBERSHIP

Section 1. One Class of Membership

Membership shall consist of one class, to be designated by the following categories, and shall not be limited as to number: Individual; Family; Non-Profit Corporation; Business.

Section 2. Election of Members

All persons, firms, corporations, businesses, organizations, institutions and other entities in the City of Newton who subscribe to the purpose of the Center and who support the Center by participation or with a contribution of money, service or equipment shall be eligible to membership in the Center. All persons serving on the Board of Directors shall automatically become members of the Center upon election to the Board, and all other proposed members shall be approved as members by a majority of the Board in accordance with the aforesaid standard. All members shall have a right to notice of and attendance at meetings of the Center. Any person interested in becoming a member of the Center shall submit a written and signed Membership Application Form and Agreement with Rules and Procedures with appropriate membership fee to an NCAC staff person.

Section 3. Voting Rights

At every regular or special meeting of the members, each member authorized to vote shall be entitled to one (1) vote, in person or by proxy, on each matter submitted to a vote of the members. Every proxy shall be executed in writing and shall be filed with the Clerk of the Center prior to the exercise thereof.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Powers and Duties

The Board of Directors shall have general power to control and manage the affairs and property of the Center, and shall have full power, by majority vote, to adopt rules and regulations governing the action of the Board of Directors and shall have full authority with respect to the distribution and payment of the moneys received by the Center from time to time; provided, however, that the fundamental and basic purposes of the Center, as expressed in the Articles of Organization, shall not thereby be amended or changed, and provided further, that the Board of Directors shall not permit any part of the net earnings or capital of the Center to inure to the benefits of any private individual.

Section 2. Number and Election or Appointment to Office

The number of Directors shall not be less than five (5) and not greater than ~~eleven (11)~~ fifteen (15)♦. A maximum of three (3) Directors shall be elected by the members. In the event that the membership is unable, for any reason, to elect its requisite number of Directors to the Board of Directors, the Board of Directors shall hereby have the authority to appoint such requisite number of Directors to the Board.

Within the limits prescribed by these Bylaws, the number of Directors shall be such as may be fixed from time to time by the members at the annual meeting. A director need not be a member of the Center prior to his or her election or appointment to the Board of Directors. Questions concerning eligibility shall be determined by the Board of Directors holding office prior to the election concerned. Each Director shall continue in office until the expiration of the term for which he or she is elected, or until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.

Section 3. Term of Office

The initial Directors shall be persons named in the Articles of Organization. The first full Board of Directors shall serve for a two (2) year term. At the second annual meeting, two (2) Directors shall be elected for one year and one (1) Director shall be elected for two (2) years by the membership. Three (3) Directors shall be elected by the Board for one (1) year, three (3) Directors shall be elected by the Board for two (2) years and two (2) Directors shall be elected by the Board for three (3) years. Thereafter, all Directors shall be elected by the membership or the Board for two (2) year terms. ~~No Director shall serve more than three (3) consecutive terms of any type.~~* Please refer to Appendix A.

♦amended by Board on March 5, 1996 and approved at Annual Meeting March 20, 1996
****amended by the Board of Directors on May 17, 2000***

ARTICLE IV. continued

Section 4. Resignation or Removal

A director may resign by delivering his or her written resignation to the Center at its principal office or to any Center officer. Such resignation shall be effective upon its acceptance by the Board of Directors. Any Director who fails to attend three (3) consecutive meetings of the Board of Directors without sufficient excuse may be removed from the Board of Directors by a majority vote of those present and voting at a regular or special meeting of the Board of Directors. Any Director proposed to be removed shall be entitled to at least ten (10) days notice in writing by mail of the meeting prior to such vote for removal taking place.

Section 5. Vacancies

Any vacancy in the Board of Directors arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors by a majority of the Directors then in office.

Section 6. Disqualification

No member of the Center's staff shall serve as a member of the Board of Directors. No close relative of the Center's staff shall serve as a member of the Board of Directors, nor shall any close relative of a member of the Board of Directors be an employee of the Center. No employee nor close relative of an employee of the Newton Cable Television Licensee, or its parent and/or affiliates, may serve as a member of the Board of Directors, nor shall any Director or close relative become an employee of the Newton Cable Television Licensee, its parent and/or its affiliates.

Section 7. Compensation

Directors as such shall receive no compensation for their services. A Director shall not be precluded from serving the Center in any other capacity, other than as a staff member, provided that a full disclosure of the nature of such service and the compensation therefor, if any, is filed with the Clerk of the Center. If appropriate, a formal agreement with said Director shall be approved by the Board of Directors, prior to the service being provided; provided, however, that no conflict of interest is inherent in such service. Said Director shall be precluded from voting on such formal agreement, or on any issue coming before the Board that relates to such service.

ARTICLE V. MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings

Regular meetings of the Board of Directors for the transaction of such business as may be done in accordance with law, the Articles of Organization of the Corporation and these Bylaws shall be held at such times as the Board of Directors may fix from time to time. Meetings of the Directors may be held by telephone conference call and/or such other means as designated by the Board of Directors.

Section 2. Special Meetings

Special meetings of the Directors may be called by the President, or by five (5) or more of the Directors and shall be held at such time and for such purposes as may be specified in the call for said meeting.

Section 3. Notice of Meetings

Except as hereinafter required, no notice of the time, place or purposes of regular meetings of the Board of Directors shall be necessary. Written notice of the first regular meeting of the Board of Directors following any change in the time or place for such meeting, and written notice of all special meetings of the Board of Directors, stating the time, place and purpose of the meeting shall be given to each Director at least five (5) days prior to the day fixed for such meeting. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which such adjournment is taken. Notice of regular meetings of the Board of Directors, when required, shall be given by the Clerk. Notice of special meetings may be given by the person or persons calling the meeting, or shall be given by the Clerk at the request by such person or persons.

Section 4. Quorum

A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors; provided however, that if all of the Directors shall severally or collectively consent in writing to any action to be taken by the Center, such action shall be as valid corporate action as though it had been authorized at a meeting of the Board of Directors.

ARTICLE VI. MEETINGS OF THE MEMBERSHIP

Section 1. Annual Meeting

An annual meeting of the membership shall be held on the third Wednesday of March in each year at 6:00 P.M. at the principal office of the Center in Newton, or at such other place in said City as the Board of Directors shall from time to time designate. At such time, the members shall elect Directors and may transact such business as may be done in accordance with law, the Articles of Organization of the Corporation, and, these Bylaws.

Section 2. Special Meetings

A special meeting of the Center may be called at any time by the President of the Center, the Board of Directors, or by receipt of the Clerk of the Center of a written request of ten (10) members. Special meetings shall be convened not less then ten (10) days nor more than forty-five (45) days after being called.

Section 3. Place for Meetings

All meetings of the Center shall be held at the principal office of the Center in Newton, or at such other place as the Board of Directors may fix from time to time, or in the event of a special meeting, at such place as the Clerk of the Center may designate.

Section 4. Notice of Meetings

Notice of regular and special meetings of the members shall be given at least ten (10) days prior to the scheduled date of the meeting. In lieu of any written notice of a regular or special meeting of members required to be given by law, notice of such meeting may be given by causing notice of such meeting to be officially published. If eighty percent (80%) of the members of record entitled to vote at the meeting do not have addresses of record within the territory of general circulation of the newspaper required for official publication, the notice shall also be published in newspapers which have an aggregate territory of general circulation which includes the addresses of record of at least eighty percent (80%) of such members of record.

Section 5. Presiding Officers

The President of the Center shall preside at all regular or special meetings of the members, and the Clerk of the Center shall record the minutes of all such meetings.

Section 6. Quorum

A duly called regular or special meeting of the members shall not be organized for the transaction of business unless a quorum is present, but the members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, and the acts of such a meeting shall be the acts of the members. A quorum shall consist of the presence, in person or proxy, of five (5) or more members of the Center.

ARTICLE VII. OFFICERS

Section 1. Officers

The officers of the Center shall include a President, one or more Vice-Presidents, a Clerk, Assistant Clerk and a Treasurer. All officers shall be elected by the Board of Directors. No person shall hold more than one office at any one time. Each officer of the Center shall be elected annually and shall hold office until the next annual meeting of the Center, or special meeting held in place thereof, and thereafter until his or her successor is chosen and qualified.

Section 2. Duties of President

The president shall be the chief executive officer of the Center. The President shall make a report on the affairs of the Center at each meeting of the members and Directors, and shall see that all orders and resolutions of the members and Directors are carried into effect; subject, however, to the right of members or the Directors to delegate to any other person any specific delegable duties. The President shall execute in the name of the Center all deeds, bonds, mortgages, membership certificates, written contracts and other documents and, when necessary or proper, shall affix thereto the corporate seal. The President shall be the chairperson of the Executive Committee and shall nominate the chairpersons of all other committees. The President shall be an ex-officio member of all committees and shall perform such other duties as are usually incident to his or her office or may be required by the Directors.

Section 3. Duties of Vice Presidents

The Vice-President shall fulfill the duties of the President in the event of the absence or incapacity of the President, and shall have such other powers and shall perform such other duties as are set forth in these Bylaws, as now or hereafter amended, and as the Board of Directors may designate from time to time. In the event of the absence or incapacity of the Vice-President, any other vice-President shall fulfill the aforesaid duties of the President.

Section 4. Duties of the Clerk and Assistant Clerk

The Clerk shall issue notices of Directors' and membership meetings as hereinbefore set forth, shall attend and keep the minutes of the same in suitable minute books, shall have custody of all corporate books, records, papers, and the corporate seal, shall attest the signing and sealing by the President of all instruments requiring the corporate seal and the signing of all other instruments when so required by the President, these Bylaws, or by law, shall do such other things as may be required by law, and shall perform such other duties as are usually incident to his or her office or as may be required by the Directors. There shall be one Assistant Clerk. In the event there is no Clerk or he or she is absent, the Assistant Clerk shall perform the duties of the Clerk.

ARTICLE VII. continued

Section 5. Duties of the Treasurer

The Treasurer of the Center shall be the chief financial officer and shall have custody and control of all funds and valuables of the Center. The Treasurer shall receive the funds of the Center and shall make disbursements therefrom and shall keep regular books of account showing receipts and disbursements, and shall submit a quarterly financial statement and an annual audited statement of all such receipts and disbursements to the Board of Directors for their examination and approval. The Treasurer shall deposit in the name of the Center all moneys and valuables of the Center with a depository or depositories designated by the Board of Directors. The Treasurer shall also perform such other duties as are incident to his or her office or as may be required by the Directors.

Section 6. Resignation or Removal

Any officer may resign by delivering his or her written resignation to the Center at its principal office or to any other officer. Such resignation shall be effective upon its acceptance by the Board of Directors. The Board of Directors may remove from office any officer by a two-thirds (2/3) vote, whenever in their judgement the best interests of the Center will be served thereby.

Section 7. Vacancies

A vacancy in any duly constituted office may be filled by majority vote of the Board of Directors whenever it occurs.

Section 8. Compensation

Officers shall receive no compensation for their services as officers of the Center as such; provided, however, that any officer may, if authorized by the Board of Directors, be reimbursed for necessary expenses.

Section 9. Honorary Officers and Directors

The Board of Directors may designate any person as an honorary officer, or as an honorary director of the Board. Such designation shall be made in the form of a motion, and is to be granted to those who have rendered distinguished or exemplary service to the corporation. The Board may also declare a past officer or director as an officer emeritus or director emeritus. Any person declared officer emeritus or director emeritus shall hold the title for life and shall retain a lifetime membership in NCAC, with all rights and privileges of regular individual membership. As such, he or she may attend Board Meetings and speak to issues of concern to the organization, although he or she shall have no right to make motions nor to vote.

(Amendment voted at Board Meeting of March 7, 1995)

Article VIII. COMMITTEES

Section 1. Standing Committees

The standing committees of the Center shall be as follows:

a) Executive Committee
b) Equipment & Capital Assets Committee
c) Personnel Committee
d) Public Policy & Government Relations
e) Outreach/Public Realtions
f) Fund-raising
g) Membership

Section 2. Appointment and Functions of Standing Committees

The President shall appoint the chairpersons and members of all standing committees, except the Executive Committee, subject to the approval of the Board of Directors. The chairman of each standing committee shall be a member of the Board of Directors.

Section 3. Executive Committee

The Executive Committee shall be comprised of the President and officers of the Center. The President of the Center shall serve as chairperson of the Executive Committee. During the intervals between meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board of Directors in the management and direction of the affairs of the Center in all cases in which specific directions shall not have been given by the Board of Directors. All actions by the Executive Committee shall be reported to the Board of Directors. All actions by the Executive Committee shall be reported to the Board of Directors at its meeting next following such action, and shall be subject to revision and alteration by the Board of Directors; provided, however, that no rights of third parties shall be affected by any such revisions or alteration. Regular meetings of the proceedings of the Executive Committee shall be necessary for the passage of any resolution.

Section 4. Finance Committee

The Finance Committee shall develop and recommend to the Board of Directors the annual budget and work plan; shall regularly monitor the Center's expenses and income; and shall recommend budget adjustments to the Board of Directors as needed. The Finance Committee shall also review the annual financial statements; approve annual audit reports, if conducted; and recommend to the Board of Directors the selection of, and fees to be paid to, an independent certified public accountant for the Center. It shall be the responsibility of the Finance Committee to report to the Board of Directors whether the Center is meeting its projected budget; on the scope and adequacy of the annual audit, if conducted, and related fees; to continually monitor and report to the Board of Directors on the effectiveness and adequacy of the Center's internal accounting controls, and to 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 audit, have been properly dealt with.

Section 5. Personnel Committee

The Personnel Committee shall formulate job descriptions for the Center's personnel, and amend such

descriptions from time to time. The Personnel Committee shall also review and evaluate personnel and employment practices, salary ranges, benefits and other related personnel matters.

Section 6. Outreach Committee

The Outreach Committee shall develop and implement strategies for developing a broad based membership for the Center. The Outreach Committee shall recommend to the Board of Directors a strategic outreach campaign and shall enlist members of the Board of Directors, officers, staff, members and other volunteers to assist in such campaign.

Section 7. Programming Committee

The Programming Committee shall be responsible for ensuring that a wide variety of programming which addresses the interests and needs of Newton residents, institutions and organizations is available, whether through the production or acquisition of such programming.

The Programming Committee shall review and evaluate the allocation of channel space which the Center manages, operates and otherwise aids in scheduling; shall, subject to the direction and approval of the Board of Directors, coordinate the operation of such space with the operation of the cable television system; shall annually recommend to the Board of Directors revisions to the long range plan of the Center; shall recommend to the Board of Directors a procedure for the development and evaluation of strategies to maximize the quantity and quality of original programming produced or fostered by the Center; shall review and recommend to the Board of Directors proposal for grant funding and shall thereafter monitor such grants; and report regularly all programming and channel operation activities to the Board of Directors.

Section 8. Other Committees

The President may appoint, with the approval of the Board of Directors, other special or ad hoc committees as required. The President shall define the objectives of said committees, and said committees shall be discharged upon acceptance of their final reports.

ARTICLE IX. EXECUTIVE DIRECTOR AND STAFF

The Board of Directors may authorize such staff positions as may be necessary in the conduct of the business of the Center, including an Executive Director. The Executive Director shall have the authority and responsibility to manage and operate the Center's affairs in accordance with the general policies and directions specified by the Board of Directors, shall supervise the daily operations of the other employees, if any, and shall have additional authority and duties as the Board of Directors may from time to time prescribe. All such policies, directives and duties shall be communicated to the Executive Director by the President of the Center, or by the chairperson of the Personnel Committee. The Executive Director shall report to and be directly responsible to the President of the Center.

The Executive Director shall be entitled to compensation for his or her services. The Board of Directors shall negotiate a contract with the Executive Director specifying salary, initial term of service, renewal and other provisions as appropriate. The Executive Director shall not be deemed a member of the Board of Directors or the Executive Committee, nor shall he or she be deemed to be an officer of the Center.

ARTICLE X. INDEMNIFICATION

The Center shall, to the extent legally permissible, indemnify each of its past, present and future Directors and officers against all liabilities and expenses, including amounts paid in satisfaction of judgements, in compromise, or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director or officer, except with respect to any matter as to which he or she shall have been adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Center; provided, however that as to any matter disposed of by a compromise payment by which such Director or officer pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as being in the best interest of the Center: a) by a disinterested majority of the Directors then in office; or b) by a majority of the disinterested Directors then in office after the Center has received an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Center. Expenses, including counsel fees reasonably incurred by any such Director or officer in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the Center in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Center if he or she shall be adjudicated not to be entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law.

ARTICLE XI. LIQUIDATION OR DISSOLUTION

In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no Director, officer or member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and property received by the Center from any source, after the payment of all debts and obligations of the Center, shall be distributed by the Board of Directors to such organization or organizations which are organized and operated exclusively for charitable purposes and which shall at that time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Internal Revenue Laws; provided, however, that no part of the net earnings of such organization or organizations shall inure to the benefit of any private shareholders, member or individual, and no substantial part of the activities of such organization and organizations shall consist of carrying on propaganda or otherwise attempting to influence legislation, and such organization or organizations shall not participate or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE XII. MISCELLANEOUS

Section 1. Seal

The seal of the Corporation shall consist of a flat-faced circular die with the name of the Center, its state of incorporation and the year of its organization cut or engraved thereon.

Section 2. Notice

Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class mail, postage prepaid, or by telegram, charges prepaid, to his or her address appearing on the books of the Center, or in the case of Directors or members of another body, supplied by him or her to the Center for the purpose of notice.

Section 3. Fiscal Year

The fiscal year of the Center shall be the twelve (12) months ending June 30th of any given year, except as from time to time otherwise determined by the Board of Directors.

Section 4. Notes, Checks, Etc.

All notes, drafts, checks and other orders for the payment of money shall be signed by either the President, the Treasurer, or such other person or persons as the Board of Directors may designate from time to time.

Section 5. Conduct of Meetings

Robert's Rules of Order, Revised, shall govern the conduct of all meetings of the members of the Center and the Board of Directors and its various committees, except where the same shall be in conflict with law or these Bylaws.

ARTICLE XIII. AMENDMENTS

Any part or all of these bylaws may be altered, amended or repealed by a two-thirds (2/3) vote of the Board of Directors present at a regular or special meeting of the Board of Directors duly called for that purpose, provided that notice for such meeting mailed to the Board of Directors no less than seven (7) days before such meeting.

FOREWORD

Newton Communications Access Center, Inc. (NCAC) is a non-profit, 501(c)(3), membership-based corporation established in 1990 to manage facilities for community access programming on the Public, Educational and Governmental (PEG) Access channels of the Newton, Massachusetts, cable television system.

The Newton Cable Television Renewal License details how NCAC is responsible for the management and operation of these channels and designates NCAC to receive an annual grant from MediaOne of Massachusetts to foster the development of PEG Access programming in Newton.

With studios and offices located at 90 Lincoln Street, Newton Highlands, MA, NCAC provides access to video equipment, training, and channel time to individuals and organizations in Newton on a first-come, first-served, non-discriminatory basis.

On March 1, 1991 a Renewal License between MediaOne and the City of Newton, through the Office of the Mayor, came into effect. This Renewal License provides for the funding of a non-profit organization "to provide services to Public, Educational and Governmental Access users." Newton Communications Access Center, Inc., NCAC, a membership-based, non-profit corporation, has been designated as the provider of those services. NCAC is a public forum for electronic free expression, providing its services on a first-come, first-served, non-discriminatory basis. Those services include training in television production and related technologies, providing the equipment necessary for producing cable television programming, and administering the programming of two subscriber channels on the cable system.

The following Operational Rules and Procedures were generated to provide guidelines for NCAC members to participate in NCAC activities and services. While the document may seem rather cumbersome, the spirit behind it is two-fold: First, NCAC's mission is to train Newton residents in the uses of electronic media. Such uses have corresponding responsibilities, especially within a very active facility like ***NewTV*** *where basic guidelines will ensure efficient and fair operations. NCAC views these Rules and Procedures as working guidelines which will be periodically reviewed and adjusted. The input of the members in evaluating these guidelines is especially important and appreciated. Members are encouraged to address their comments and criticism to the Executive Director of NCAC who has the administrative responsibility for operating the facility, and meeting Members' needs.*

Who programs NewTV? Click here

I. MEMBERSHIP

All persons, firms, corporations, businesses, organizations, institutions, and other entities in the City of Newton who subscribe to the purpose of the Newton Communications Access Center, Inc. (NCAC), and who support the Corporation by participation, or with a contribution of money, service or equipment, shall be eligible for membership in the Corporation. In addition, bona fide candidates for public office for whom Newton residents may vote are entitled to free access as detailed in here.

A. Types of Membership

1. Individual Members shall have the following privileges:

- receipt of Newsletter and programming information;
- ability to cablecast programs at no charge;
- access to workshops and use of equipment;
- be eligible to receive technical advice from the NCAC staff for program production; and,
- be eligible to vote at NCAC General Membership meetings (one vote per individual member).

2. Family Memberships shall be issued to up to four persons within the same household (at the same address) who apply together for membership. Persons joining NCAC under a Family Membership shall have all the privileges of Individual Membership, except that only one vote can be exercised for each family membership.

3. Non-Profit Organization Membership shall be available for any firms, corporations, organizations, or other entities recognized as non- profit, tax-exempt by the IRS. Groups joining NCAC under non-profit membership shall have all the privileges of Individual Membership, except that only one vote may be exercised per Non-Profit Membership. Non-Profit organizations are eligible to receive training for up to seven (7) people per membership year with training for additional people available at $10 per person. In addition, Non-Profit Organization Members may receive specialized group training by contacting the NCAC Executive Director.

4. Institutional Memberships shall be available for any City of Newton Department, any Newton Public School, and such institutions as the Newton Free Library and other publicly funded departments or bodies. Institutional Members are eligible to receive training for up to ten (10) people per membership year with training for additional people available by arrangement. In addition, Institutional Members may receive specialized group training by contacting the NCAC Executive Director. Finally, Memberships within a Member Institution (such as a school or class) may be passed on from one class member to a succeeding class member, so long as the institution's Membership is current, and the individual completes all necessary training and other requirements of use.

5. Business Membership shall be available for any Newton-based, for-profit firms, corporations, organizations, institutions or other entities. Businesses joining NCAC under Business Membership shall

have all the privileges of Individual Membership, except that only one vote may be exercised per Business Membership. Business Members are eligible to receive training for up to four (4) people per membership year with training for additional people available at $25 per person.

B.Membership Fees

The Board of Directors of NCAC may establish membership fees, which shall be published annually.

C. Requirements of Membership

In order to become a member of NCAC, a person or organization must meet all of the following conditions:

- provide proof of Newton residence or corporate address in Newton (Post Office Boxes are not acceptable);
- complete a Membership Application Form;
- sign the Agreement with these Rules and Procedures;
- pay the required membership fee.

D. Membership

Orientation

Orientation Sessions are held regularly on the first Monday of each month at 7:00 pm at the NewTV Studio. Attendance at an Orientation Session is a prerequisite for voting rights at the NCAC Annual Meeting as well as any NCAC training or facilities privileges.

E. Membership Identification Number and Term of Membership

All members will be issued a Membership Identification Number in the Facility Reservation Data Base (*FACIL*). All memberships are recognized as active for a one-year period from the date of application. Membership must be renewed on each members' anniversary.

F. Representation

Members do not represent NCAC and should refrain from implying such representation. False representation

of NCAC may result in suspension of membership privileges. Such false representation might include (but not be limited to) statements such as "I am producing for NewTV..." or "I work at NewTV...". A Community Producer may inform interested persons that he or she is "*a volunteer community producer, working on my own TV program which I produce at Newton's PEG access facility, NewTV. I am responsible for the entire production...*", or words to that effect.

II. TRAINING AND PRODUCER CERTIFICATION

A. Any individual, family, or organizational member which meets the conditions set forth in Section I is eligible for training. The prerequisite for all uses at NewTV, as well as for most other training courses, is the Introduction to Video Production, a 2-session, overview course in TV program production. Workshops are given under the direction of the NCAC staff or by a person appointed at the discretion of NCAC.

B. Certification as a COMMUNITY PRODUCER is awarded upon completion of the Basic Training Courses.

C. Workshop schedules are distributed to all members through the NCAC newsletter and are posted on the Community Bulletin Board. Those wishing to take classes must sign up for them on a first-come, first-served basis. There is no charge for these courses; however failure to attend a class for which you are registered and confirmed without giving NCAC 24 hours notice will result in a fine of $15.00, which must be paid before further work at the access center.

D. Workshops are offered periodically in Advanced Television Production Techniques. These workshops require prerequisite training and are available on a first-come, first-served basis. In order to take advanced portable or advanced editing classes, the community producer must have produced a program for cablecast.

E. For a one-time fee of $15, members will receive a series of course materials in each class.

F. Experienced videographers may be certified and by-pass classes by:

- providing a demo reel or letter of reference; and...
- demonstrating proficiency with each piece of equipment requested, by passing the same certification test required of all community producers.

G. Annual re-certification of community producers will automatically take place with renewal of membership, so long as the community producer has been involved in an NCAC-based production in the previous six months of their membership.

III. RESPONSIBILITIES AND INSURANCE

A. Agreement with these Rules and Procedures is a prerequisite to using equipment.
B. Community producers are responsible for the NCAC facilities and equipment signed out to them, as well as for the actions of their talent, crew, guests, and any others involved with their production.

C. NCAC has an insurance policy for the equipment while it is used by members. Premiums are paid by NCAC and the policy is in NCAC's name. In the event equipment is damaged, destroyed, lost or stolen, the community producer must cooperate fully with the NCAC Insurance Carrier. The community producer is responsible for the deductible, which is 20% of the amount of the claim with $250 as a minimum and $2500 as a maximum. The community producer may elect to waive this deductible by paying a one-time fee, established annually, for the Deductible waiver fund. In case of theft, in order for the insurance company to honor the claim, the community producer is responsible for the following:

1. A police report must be filed immediately;
2. Equipment cannot have been left unattended;
3. Equipment cannot have been left in a car overnight; and,
4. There must be proof of forcible entry.

In the event NCAC's claim is not honored by its carrier, and the community producer is found to have failed to take reasonable precautions to protect the loaned equipment, it is the responsibility of the community producer to reimburse NCAC for the full replacement value to be determined by NCAC.

IV. EQUIPMENT RESOURCES

ALL NCAC EQUIPMENT AND FACILITIES ARE TO BE USED FOR PRODUCING LIVE OR TAPED NON-COMMERCIAL PROGRAMMING FOR CABLECAST ON THE NEWTON ACCESS CHANNELS.

NCAC community producers may use portable production, post-production, and studio production equipment on a first-come, first-served basis. Equipment may not be used in hazardous situations.

A. STEPS TO FOLLOW FOR A NewTV PRODUCTION

1. Project Proposal Conference

No reservations for equipment or facilities can be made without a completed Project Proposal Conference, and *a separate Project Proposal is required for each Program, or for Episodes of a Series*.

By telephone or in person, complete a **Project Proposal Conference** with the Public Access Coordinator, *preferably a minimum of 24 hours BEFORE the first reservation under this project*. During this conference, you will be asked to provide the following information:

a. Title or Working Title of the Program you would produce;
b. A brief description of the *type of production* you will do -- i.e. is it a studio talk show, a field documentary, event coverage, etc;

c. The length of the final program;

d. Whether it is a series or not;

e. Whether it is to be LIVE;

f. The date you project for completion of production work ("Planned End date");

g. What equipment and facility time you think you will need to complete your project.

PLEASE NOTE: The purpose of this conference is to assure that you have everything you need to do your shoot, and that you are using the methods and materials best suited to your production. Nothing in this conference concerns the content of your program, subject matter, etc. Program content is strictly yours to control. But we may need to know a few things about what the program will contain (for example, will slides be shown, is it a team sport shoot, will a public audience be involved, etc.) in order to provide the appropriate resources.

B. FIELD PRODUCTION RESOURCES

1. The amount of equipment available for a given project will be determined by the Public Access Coordinator during the Project Proposal Conference, based on the needs of the project, and the equipment available at the proposed time of the project production.

2. Equipment must be reserved no more than 13 weeks in advance.

We cannot guarantee availability of equipment requested with less than 48 hours notice.

3. In the event of facility bookings in excess of 75% of available resources, the Public Access Coordinator may institute a per project budget of Usage Dollars, in order to more equitably control access to resources.

4. Equipment Check-out

Equipment must be checked out at the NCAC office by the community producer named in the project proposal as Producer or Co-producer. The staff will enter the check-out information into the computer and a hard copy will be signed by the community producer.

Approximately 30 minutes should be allowed for checking equipment in or out.

5. Exceptions - If there are compelling reasons to get equipment at other times than the regularly scheduled check-out times, a staff person must approve such a request. That staff person is responsible for following through with the check-out and must also be responsible for setting up the check-in time with that user.

6. Return of Equipment - Community producers are responsible for notifying the staff if there are any problems with the equipment by submitting a completed Equipment Trouble Report. Community producers may not attempt repair of damage to equipment. Community producers may not borrow additional equipment until all items have been returned in good working order (normal wear and tear excepted).

7. Completion - All projects are given an initial 13 weeks for completion from the date of the first reservation. **Producers are expected to deliver a videotape for cablecast no later than this "Planned End date."** A single, 13-week extension will be considered at a Project Extension Conference with the Public Access Coordinator.

C. EDITING

1. Community producers coming in to Edit must check in with the staff member on duty. *If a producer fails to check in through the FACIL computer system, the producer may be listed as a "No Show", and his or her edit time given away.*

2. Community Producers must consult with the staff engineer before bringing in accessories. There are areas posted as off-limits to the public in the edit rooms. Unauthorized connection of external devices is a major violation, and grounds for suspension.

3. Edit times must be reserved no more than 13 weeks in advance. Producers may reserve only one four hour block per day in advance. However, on the day of an edit session, a producer may extend this edit time if the room is available, or make an additional reservation of up to four hours.

4. No one may reconfigure the wiring of any edit station. Violation of this rule will result in the immediate and permanent loss of all access privileges.

D. STUDIO FACILITIES

1. The NCAC staff person on duty during a studio production is not to be considered part of a crew.

2. Crew position assignments are the responsibility of the community producer. All studio crew must be certified or approved by the NCAC staff.

3. *A Studio reservation is not confirmed until the community producer has confirmed, at minimum, the assignment of a Director and an Engineer for the production.*

4. Producers must consult with the staff before bringing in accessories to the control room. There may be areas posted as off-limits. Studio time must be reserved, no less than one week and no more than 13 weeks in advance. A studio production block of up to 6 hours may be reserved in advance. The studio reservation may be extended on the day of production if time is available. **Hours of studio use are firm;** therefore all community producers should allow time to strike sets and clean up before their time is up.

5. No one may reconfigure any studio wiring. Violation of this rule will result in the immediate and permanent loss of all access privileges.

E. CANCELLATIONS

Community producers **must** give at least 24 hour notice when canceling any reserved use of NCAC equipment, facilities, channels or classes. If a community producer is more than 20 minutes late without notification, the reservation may be canceled. (See Minor Violations, p.23) Repeated instances of failure to make a timely notice of cancellation may result in a suspension of privileges.

FACIL permits three types of cancellation designations. Reservations cancelled *at least* 24 hours in advance will be designated as "Normal Cancel." Reservations cancelled with less than 24-hours notice will be designated as "Late Cancel." If a community producer is more than 20 minutes late, the cancellation will be designated as "No Show." After three "Late Cancels", producer will be notified that his or her membership privileges are at risk, and that a minor violation has been noted.

Three "No Shows" constitute a Major Violation, and may result in a 90-day suspension of member privileges.

Statement of Mission and Purpose

Newton Communications Access Center, Inc. is a non-profit, membership-based organization dedicated to providing an electronic forum for the free exchange of information and ideas which reflect the talents, skills, interests, concerns and diversity of the Newton community.

Approved by the Board of Directors, December 5, 1995

Name change approved by the Secretary of State, June 26, 1996

V. PROGRAMMING

ALL PROGRAMMING PRODUCED FOR CABLECAST ON NCAC'S CHANNELS SHALL BE OF A NON-COMMERCIAL NATURE.

NCAC is responsible for the administration of two cable channels on the cableTV systems in Newton. By becoming an NCAC member, any resident or non-profit organization in Newton may request channel time for the presentation of programming they produce at NCAC, or programming produced elsewhere. Reference to a **Community Producer** is to indicate a local resident producing programs with NCAC equipment or facilities. Reference to a **Local Sponsor** refers to a Newton resident who is taking legal responsibility for the cablecasting of either a locally-produced program or a program produced elsewhere. NCAC retains the right to preempt programming at any time in order to provide timely local programming, such as live or taped special municipal events, important local debates/forums, election-related programming, satellite downlinking, or other local events of general interest to the Newton community for which time is of the essence (Example: The unscheduled appearance of a local school team in a championship final match). Furthermore, NCAC may place a higher priority on access to limited channel cablecast time for programming *for and about Newton or by a Newton resident*, against programming on more general or wider topics, or that produced outside of Newton.

Community producers and local sponsors members must agree to comply with all applicable sections of these Rules and Procedures and abide by the following conditions:

A. Requests for Cablecast Time and Required Clearances.

In order to cablecast any programming, one must be an NCAC member in good standing, and submit the completed, labeled tape for which appropriate releases and clearances have been obtained. Community Producers on the access channels are fully responsible for the content of their program material, and must have signed an acknowledgement of responsibility.

B. Presentation of the following is prohibited:

1. Any commercial programming or advertising;
2. Any material which constitutes libel or slander;
3. Any obscene material or pornography;
4. Any unauthorized use of copyrighted material or publicity rights, and invasion of privacy;
5. Any material in violation of FCC regulations; **and,**
6. Any material which violates local, state or federal laws.

C. Ownership of Locally Produced Programs

1. NCAC community producers own their program and hold the copyright, provided it is cablecast at least once on any of the access channels. If a NCAC videotape is used for the master, the producer may make one free copy on their own tape stock.

2. NCAC has the right to maintain a copy of any program in its tape library to cablecast an unlimited number of times.
3. NCAC has the right to use any program for promotional purposes related to NCAC.
4. Only the community producer, as holder of the copyright, may authorize any other use of a taped program.
5. Community producers that make a for-fee or commercial use of a program produced for cablecast on an NCAC channel shall be required to remit 20% of all royalties resulting from said tape to NCAC.
6. Any exceptions to the above shall be determined solely by the Executive Director on a case-by-case basis.

D. Disclaimer/Acknowledgement Requirement

All programming cablecast from NCAC facilities must include a one-minute videotape disclaimer and funding acknowledgement provided by NewTV and edited on to the member's master videotape before the tape may be submitted for cablecast.

E. Safe Haven/Adult Programming

Producers are expected to alert NCAC staff to programming that may be inappropriate for younger viewers. NCAC reserves the right to cablecast programming with excessively violent material, offensive language, nudity, or sexually explicit material after 11:00 pm, and before 6:00 am, in order to preserve a safe haven for viewing by "all audience members". NCAC believes that when it comes to controversial content in programming, the response should be to encourage more speech, as opposed to enforcing silence. Furthermore, NCAC is forbidden by law from censorship, or content control. NCAC encourages anyone who disagrees with a program to produce counter-programming presenting an opposing point of view, or otherwise responding to the program in question. Upon receipt of a Request for Cablecast Time for any program, NCAC reserves the right to inform the public of a local Producer of Record's intent to cablecast a particular program to which it believes a segment of the community may wish to respond.

F. Underwriting and Grants

1. Acknowledgement of underwriting by businesses, organizations or grantors providing monetary or other assistance to the making of the program may be included in the program credits. Such acknowledgement should meet the standards of the Public Broadcasting System, and may include the underwriter's name, business name, logo, and up to a 15-second statement of the nature of the underwriter's contribution or product. *Prohibited are direct sales talk, marketing, or "calls-to-action" which disclose specific products on sale, business address or business phone. Newton-based firms may identify the village in which they are located.*
2. Any Community Producer soliciting underwriters for financial support must provide that potential underwriter with the NCAC Fact Sheet which makes clear that no commercial content is allowed on public access programs.

3. **All underwriter funds in excess of $1,000 must be paid directly to Newton Communications Access Center, Inc.. NCAC will then distribute 85% of the funds received to the community**

producer whose program is being underwritten. When the amount is $2,500 or more, NCAC will retain 20% of the funds. When the amount is $5,000 or more, NCAC will retain 30% of the funds. NCAC retains a portion of such funds for two reasons: First, we extend our non-profit status to our Members in order that their contributors may qualify for tax deductions (if applicable), and, secondly, the receipt of the funding by the community producer would be impossible without the actual and in-kind support of the free resources of NCAC.

4. NCAC members are encouraged to seek grants from outside sources for their productions. For grants over $2000, Members must make arrangements for co-application with NCAC, as it may be necessary to provide proof of certain in-kind requirements of the grant -- services and/or equipment which only the NCAC Executive Director may commit and guarantee. NCAC reserves the right to retain up to 20% of such grants for administrative and in-kind services, to be arranged by mutual agreement with the participants and, if necessary, the grantors. *Grant applicants are urged to review the section concerning Representation in relation to any affiliation statements requested in grant applications*.
5. Commercial advertising is prohibited from NCAC channels.

G. Access to Cablecast Time Slots for Single Programs by Community Producers

1. Program time slots for the access channels are scheduled by the staff when a tape has been submitted and time slots are available on a first-come, first-served, non-discriminatory basis.

2. Any program(s) submitted by an NCAC Community producer shall be considered an episode or episodes of their duly registered Project Proposal/Program Title in the Facil reservation system, and shall be designated by a unique Episode number by Facil, and unique identifying information on the tape label and in the Facil "description" field. For example:

Project/Program Title - "Newton Kids Score Big;"
Episode #0657, ("Description")
Guests: John Q. Adams and friends."

3. A "half-hour" time slot must be filled with programming that is exactly 29 minutes and 00 seconds long. A "one-hour" slot must be filled with programming that is 59 minutes and 00 seconds long. NewTV will insert the appropriate, required disclaimers and funding acknowledgements in the remaining one minute of each program slot.

4. Locally-produced programming will take precedence in program scheduling. The staff will schedule program playback with the goal of presenting a coherent schedule.

5. Those wishing to place programming on the access channels must submit a labeled videotape.

6. The producer submitting an episode must select from one of two program repeat routines on submission: a) no more than five (5) times in a one week period b) no more than forty (40) times in a 13-week period The producer submitting an episode must also declare the program's "Home Spot." The Home Spot is defined as the day and time when a producer's first episode is replaced with a new, unique episode, and is the single time NewTV will promote when it purchases program promotion materials. A Home Spot is not necessarily in Prime Time. The NewTV programmer will prepare schedules to meet these selections as time

and programming equipment permit, and make every attempt to meet the producer's requested schedule of playback within time available and these rules. A producer may request that his/her episode be repeated less often than the number of times offered here.

7. Tapes for cablecast must be submitted **no later than 12 NOON on the Wednesday PRIOR TO THE FRIDAY IMMEDIATELY FOLLOWING WHICH BEGINS THE WEEK OF CABLECAST.**

8. Exceptions to this policy will be allowed for only two reasons:

(a) if the program is produced live on the channel, and its repeats would fall in the next programming week, and this fact is well documented in the project proposal, or,

(b) should production circumstances require the producer to submit the program as late as 48 hours prior to cablecast, and this is documented in advance in the Project Proposal.

9. Requests for program time will be honored within the constraints of scheduling as well as staff and equipment availability. Producers are encouraged to rerun programs at other time slots, and will be permitted up to a maximum of 5 showings of an episode in any one week, or a maximum of 40 showings in any 13-week period. These three program repeat routines are designed to be flexible for use by the producer. As long as sufficient notice is provided by the producer, no later than Noon on Wednesday prior to the programming week which begins on the Friday immediately following, the producer may change which program scheduling routine is used for his/her episode, in order to maintain program continuity. Requests for live programming time slots must be made four (4) weeks in advance. (see Section H., below)

10. Prime time shall be defined as any time between the hours of 5:00pm and 10:30pm daily. An individual may be limited to one (1) prime time opportunity, per show, per week, depending on scheduling demands, but every episode submitted shall be scheduled for at least one prime time slot. Only the producer may request that an episode not be scheduled at least once during prime time.

11. All episode time slots for series will be evaluated quarterly, with NCAC retaining the right to allocate series time slots to ensure programming continuity.

12. Producers of multiple episodes of a program must make consistent use of their time slot with new material, and not exceed the maximum repeat times, above, Section G para;6.

13. Whenever a unique episode has been in program rotation for the maximum of any of the program repeat routines -- 5/1 week, or 40/13 weeks -- or has been extended for replay under any of these program routine maximums, .that episode may not be replayed on NewTV until it has been out of the program playback rotation for a minimum of six weeks.

14. All tapes must meet NCAC leader and tape cueing requirements. It is the producer's responsibility to fulfill these requirements when dubbing their completed program onto the NewTV-issued tape:

1. Put your tape in the deck and fast forward to the end, then rewind to the beginning; the tape is now stretched
2. Record black with no audio for 10 sec.
3. Rewind to 5 sec and assemble edit tone and bars for 10 sec.
4. Create your slate and assemble it onto your tape starting at 15 sec.

5. Assemble edit your countdown onto your tape with the last two seconds in black with no audio
6. Record your show (29 min.)
7. Record 30 sec black at the end of your show
8. At this point, if you want to put more than one show per tape, you would repeat the process starting with step 2.
9. Label your tape:
10. Tapes must be labeled with:
    1. Program name
    2. In time for each program on tape
    3. Total running time for each program
    4. A short (one line) description for each episode
    5. if there is more than one show on the tape, or if the show doesn't start near the beginning of the tape, queue the tape to the beginning of the program that you want to show. You should also attach a note to the tape case telling the Programmer which show to program for which dates.
11. Put the finished program in the box on the Programmers desk (no later than Wednesday noon on the week before you want it to show)

I. Live In-Studio Programming/Viewer Call-Ins

1. Requests for live programs must be made four (4) weeks prior to the taping.

2. In order to produce a live studio telecast, the community producer must sign a Statement of Responsibility for All Program Content.

3. If viewer call-ins are to be included, the following policy must be strictly observed:

Live Show Call-In Policy

• All calls must be answered "off-air" so that the producer may obtain the caller's name and telephone number

• For a call to be taken live on NewTV, the producer or designated phone operator must call back the individual who wishes to talk on the program

• Producers must maintain a log of names and telephone numbers of individuals who are call-in participants. Caller names and numbers remain confidential to producer, except as otherwise may be required by a court order or legal action.

The Board of Directors of NCAC has clearly stated its concern regarding "anonymous" or unidentified callers, especially regarding issues of libel, slander, obscenity, or threats to public and personal safety. Nothing in this policy is designed to censor or thwart commentary, even anonymous commentary, but rather is a precaution should any actual instance of FCC-prohibited content occur.

J. Live Remote Programming

1. Requests for live remote programming require much coordination with NCAC, other producers whose programs are already scheduled, and the staff. Hence, requests for live programs must be made 6 weeks prior to the event.

2. Requests for live remote programs should be made to the Public Access Coordinator, who will immediately notify the Executive Director of the request. Exact information about date, time, location and the nature of the event must be provided.

3. A community producer who fails to use a live time slot that has been scheduled, or who cancels a live remote production with less than two weeks notice, must submit a written explanation to the Executive Director. Such cancellation may be reason to deny other such live program requests.

4. Live remote productions require complicated engineering coordination with employees of the cable company, the city's I-net users group, and NCAC staff. Therefore, such requests are subject to the approval of these representatives. Producers are admonished to not publicize such a live event until such time as all approvals are secured.

K. Election/Campaign Programming

1. NCAC provides to all Newton residents, including those residents running for local, state or national public office or those supporting a ballot issue, equal opportunities for access to training, equipment resources and cable channel programming time, on a first-come, first-served, non-discriminatory basis. *Any candidate for public office for whom Newton residents may vote shall be afforded the same rights as a resident of Newton with regard to access to NCAC facilities and channel time*.

2. Due to the time pressures inherent in a political campaign, within ten (10) business days after the filing deadline for candidates running for Mayor, the Board of Aldermen or the Newton School Committee, NCAC will mail to each candidate a copy of NCAC's Operational Rules and Procedures and inform them of a special orientation meeting for candidates.

3. In order to ensure equal opportunities for programming time on NCAC channels, the following rules apply.

a. NCAC maintains the right to limit length and frequency of programming. Such limits when imposed shall apply to all programs on the channel and to all program producers.

b.NCAC retains the right to preempt programming at any time in order to provide timely local programming, such as live or taped special municipal events, important local debates/forums, election-related programming, satellite downlinking, etc.

c. A sufficient block of time will be reserved during each political season to enable a wide selection of political programs to be cablecast.

4. Use of the CBB shall be restricted to one page, per candidate for public office whose constituency

includes Newton or ballot issue, beginning with closing date for the filing of papers with the Election Commission. NCAC may issue a Candidate CBB Form to guide candidates in appropriate use.

L. Staff-Produced Community Programming

1. NCAC is required under its agreement with the City of Newton to produce programming of interest to the community.

2. NCAC will make every effort to inform members of volunteer production opportunities on such production.

M. Outside or "Imported" or "Bicycled" Programming

1. Programming that is produced outside of Newton may be allowed to be cablecast on Newton public access channels. Any NCAC Member may sponsor such programming as the Local Sponsor by completing the agreement with the Rules and Procedures.

2. Requests for cablecast time-slots will be honored on a first-come, first-served basis. Locally produced programming will take precedence as NCAC's top priority in scheduling. NCAC staff may determine appropriate playback periods for outside programming to ensure program continuity. When all time-slots in a playback period are full, approval for cablecast of new programs will be withheld until time becomes available. Outside programming may be excluded from Prime Time cablecast when locally produced, Newton based programming fills all of these time slots.

3. All outside programs are required to have the NCAC disclaimer and funding acknowledgment (see sect;V. para; D. of these Rules and Procedures) at the beginning of the program. The Local Sponsor is responsible for compliance with these provisions, not NCAC staff. Failure to comply will mean the tape does not get cablecast.

4. An NCAC Community Producer may produce programming with non-NCAC equipment, and facilities and still be considered "Locally-produced programming". Community producers wishing to use their own equipment must be NCAC Members, meet the minimum technical standards for cablecast of their final product, and must complete a **Project Proposal Appointment** indicating that no NCAC equipment is requested.

5. **Satellite Import programming**. Any NewTV member may make a request to have NewTV carry satellite-delivered programming. To be considered, such programming must be available on the existing satellite equipment and subscription service (currently the Dish Network) which NewTV operates. Also, NewTV must be given express, written permission to carry such programming from the copyright holder. Finally, the NewTV member requesting the programming must complete a program proposal application, and sign a statement re-affirming his or her responsibility for the content of the programming. As with other Import programming, time will be granted on a first-come, first-served, non-discriminatory basis. However, since current equipment only permits live or real-time carriage from the satellite receiver, Satellite Import programming may only be shown at the time such programming is scheduled on the satellite, and may not

be shown during the Friday evening to Saturday morning hours currently reserved for taped Import programming. Any satellite delivered program that is produced as a new episode daily may be requested and shown, not to exceed five episodes in any week.

N. Community Bulletin Board - CBB

NCAC may cycle community announcements on the access channels 24 hours per day when there is no programming being cablecast. Messages of a non-personal nature, of interest to Newton residents may be submitted by Newton-based, non-profit organizations and Newton residents. No commercial announcements, advertising, or direct appeals for funds will be accepted. However, fund-raising events or projects may be announced. NCAC staff reserves the right to schedule announcements at NCAC's discretion. NCAC is not responsible for mistakes made on the CBB. NCAC reserves the right, as producer of the CBB, to reject or edit any message. A "Call for More Info" phone number is permitted.

O. Technical Requirements and Standards

1. Tape Requirements - Tapes may be submitted for cablecast in the following formats:

(a) 1/2" VHS in SP mode

(b) 1/2" S-VHS

The tape itself must be high quality and in excellent physical condition. Video must be NTSC format. Wrinkled, spliced, old or damaged tape will be rejected

2. Leader Requirements

(a) At full REWINDED tape must begin with the following: 1:30 Color Bars with 0 Db audio tone, then 20 seconds of Video Black with no audio, then a 10 second video countdown to the first frame of video/audio of the actual program, which must be the NCAC disclaimer specified below. At the end of the program, after the last frame of video, you should have *at least* 1:00 minute black, no audio.

(b) All programs must be timed by the producer, "from black to black," including the disclaimer required below. The tape and tape case must be clearly labeled with this time. The time must be accurate to the second, in the following format: "hour:minute:second - 00:00:00".

(c) All programs must be preceded by the following funding acknowledgement and disclaimer: (see sect;V. para; D. of these Rules and Procedures).

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3. Technical Standards

(a) Programs to be cablecast must meet certain minimum technical standards in the opinion of the NCAC engineering staff. Programs having poor audio and video signal quality may be withheld from cablecast at the staff's discretion. Control track (video sync) should be consistent, that is, no breaks of sync (an unintended electronic distortion or break-up) as measured by visual inspection by the staff. If tapes fail to meet this standard in the opinion of the staff, the producer must remedy the problem prior to cablecast.

(b) If a problem with the audio and/or visual signal is identified during actual cablecast, then the cablecast operator will attempt to complete the cablecast. The cablecast operator will terminate the cablecast prior to the scheduled end of the cablecast if the break-up or poor signal quality persists, or if NCAC equipment is jeopardized. The tape will then be returned to the producer who will work with the staff to solve the technical problems. The program will not be repeated until the technical problems are solved.

(c) Producers requesting a half-hour time slot must submit a program of exactly 29:00 minutes in total program running time. Programs for one-Hour slots must be exactly 59:00. **If a program is 22:30, the producer <u>must</u> fill the slot to 29:00, with his or her own material, or NewTV filler provided at the station.** The 30 minutes must include the NewTV-provided disclaimer and funding acknowledgment which is one minute in length.

P. Publicity

NCAC encourages all community producers to publicize their programs in a variety of ways. Two weeks notice should be allowed to put a notice on the Program Schedule on NewTV's Web Page. NCAC will assist Community Producers in announcing their programs in local newspapers. NCAC shall make the Community Bulletin Board available for programming-related announcements. Further, producers are encouraged to prepare 30 or 60-second promos for cross promotions by other producers or staff and submit press releases to local newspapers of their upcoming programs. *Producers must remember to clearly identify themselves as individual citizens, and make it clear to editors and their readers that the program is <u>not</u> a production "of" or "by" NewTV or NCAC.*

Q. "Checkbook Access" or Producer-for-Hire Policy

Note: At the present time, no formal policy covering the issue of members who wish to pay another eligible NewTV member to perform production services or tasks. The Board of Directors of NCAC is studying a final policy directive. Any member who wishes to enter in to such production-for-pay arrangement must meet with the Executive Director, to obtain the latest policy directive on this topic.

This page last updated 11-May-2004 02:38 PM

VI. VIOLATIONS

In order for these rules and procedures to be effective and to keep operations running smoothly, a penalty system has been instituted. There are two types of rules which, if violated, can result in restrictions on a community producer. The Executive Director or a designee is authorized to issue warnings and suspensions. Membership fees will not be refunded to a member whose privileges have been suspended or revoked.

A. Major Violations

1. Major violations will result in an immediate 90-day suspension of membership. These may include, but are not limited to:

(a) Commercial or profit-making use of NCAC facilities.

(b) Abuse of staff or other members.

(c) Misrepresentation of members' affiliation with NCAC to others.

(d) Falsifying forms.

(e) Taking or reserving equipment without staff permission.

(f) Abuse of equipment, including attempted repair, facility reconfiguration, or improper transport.

(g) Tampering with, copying or deleting NCAC software or data.

(h) Failure to follow any requirement of the stations' Live Call-In Screening Policy.

(j) Three "No Show" cancellations in any one-year period

2. Any subsequent major violation will result in the permanent loss of NCAC equipment and facilities privileges.

B. Minor Violations

1. These may include, but are not limited to:

(a) Failure to cancel a reservation in accordance with sect;IV.,para;E

(b) Late pick-up or return of equipment without notification and approval.

(c) Mishandling or unsafe use of equipment.

(d) Eating, drinking or smoking in non-designated areas of NCAC facilities.

(e) Failure to clean up after using the facilities.

(f) Handling off-limits equipment or being in off-limits areas.

(g) Rowdiness, or horseplay while in the facility, or creating any disturbance to other NCAC members, producers, guests, or the public.

(h) Three "Late Cancels" in any six-month period.

2. Minor violations that take place within a one year period will result in the following series of actions :

(a) First violation - written warning

(b) Second violation - 30-day suspension

(c) Third violation - 90-day suspension

(d) Fourth violation - permanent loss of NCAC privileges

VII. OTHER CONDITIONS

A. Videotape

NCAC will provide videotape stock free of charge to members for edited masters only, on a first-come, first-served basis. This tape will be the property of NCAC to be kept in the NCAC tape library for the duration of that programs active playback schedule. All production tapes (raw footage, B-roll, etc.) must be purchased by the community producer. New videotape, at a reduced rate, will be available to all members. Community producers are encouraged to seek grants or underwriting to defray production costs.

B. Office Bulletin Boards

There are bulletin boards at the NCAC office for announcements from NCAC to members and for members to use to communicate with each other. A copy of these policies, appeals procedures, the most recent minutes of the NCAC Board of Directors and other documents will be posted.

C. Copies of Programs

NCAC does not have facilities to make multiple dubs of programs, and staff are not permitted to make such dubs! Producers are allowed to make one copy of their program for personal use, on tape stock they provide. Producers must not generally announce that dubs are available from NCAC. If a program is likely to generate multiple requests for copies, the producer should arrange with the Executive Director to place a Dub Master on hand at a professional dubbing company, where viewers may be advised to call for copies of the program. **Producers may not use NCAC facilities for multiple dubbing.**

D. Volunteers and Interns

NCAC relies heavily on the services of volunteers. NCAC members are encouraged to volunteer during and after their training and certification. Students who are receiving high school or college credit are encouraged to intern. All volunteers and interns must become NCAC members and sign the Agreement included in the Rules and Procedures.

E. Facility Up-keep

1. The NCAC facility is a public building with substantial electronic equipment. Therefore, it is a strictly enforced, non-smoking environment. No smoke or fog machines are permitted in the studio.

2. Community producers are expected to clean up each time they use this facility. This includes striking sets, replacing all equipment and cables, and sweeping floors.

3. No animals are allowed in the building except for seeing eye dogs and similar aid animals, and animals which are an integral part of a particular program. Producer wishing to bring an animal into the facility for a production must be have prior approval of the Public Access Coordinator, in order to alert persons with known allergies, etc.

4. Eating and drinking are allowed only in designated areas which must be kept clean by users.

5. Community producers must remove all set materials from the facility when they are finished. NCAC has

limited storage space for sets, to be used at the discretion of the Executive Director.

6. NCAC office equipment and supplies may not be used for sets. No one may use another's set without permission.

7. NCAC is not responsible for sets, props or personal items left on the premises.

F. Right To Refuse

NCAC reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

G. Indemnification

Users of the access channels shall indemnify the City of Newton, MediaOne, RCN, NCAC, their employees, and the NCAC Board of Directors against any and all liabilities arising out of use of facilities and resources, or out of breach of the Agreement with these Policies.

H. Interpretation

Where the implementation of these policies are subject to interpretation, decisions shall be at the discretion of the NCAC Executive Director or a designee.

I. Appeals

Community producers and NCAC members are encouraged to resolve difficulties on the staff level. Any community producer or member wishing to appeal an action of the staff, or to communicate a problem or complaint should utilize the Memo to the Director form provided for this purpose, and thereby communicate this appeal or message to the Executive Director. After receipt, the Executive Director will provide a written response in 15 days or less. If the Member should be dissatisfied with the response, he or she may request a hearing before the NCAC Board of Directors, by contacting the Personnel Committee of NCAC.

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Amended October 2004

By-Laws of
Plymouth Area Community Access Television, Inc.

Article I: Name

The name of this corporation shall be PLYMOUTH AREA COMMUNITY ACCESS TELEVISION, INCORPORATED (hereinafter in these bylaws referred to as the "Corporation"), unless and until changed by amendment of the Articles of Organization.

Article II: Purpose

The purpose of the Corporation shall be as set forth in the Articles of Organization and these By-Laws, including, but not limited to, producing community programming for the residents and organizations of Plymouth and other Plymouth area communities, allocating channel space and time to residents to cablecast programming and providing training to residents and organizations in the use of access facilities and equipment. The purposes shall be exclusively charitable, scientific and educational within the meaning of Section 501(c)3 of the Internal Revenue Code of 1954, as amended from time to time. Membership in the Corporation shall be open to any other Plymouth Area community, upon such community reaching an appropriate agreement with the Board of Directors.

Article III: Membership

- Section 1. One Class of Membership
  Membership shall consist the type of membership as designated under the rules and regulations established by the Board of Directors, and shall not be limited as to number.
- Section 2. Eligibility for Membership
  All persons, firms, corporations, businesses, organizations, institutions and other entities in the Town of Plymouth and other Plymouth area communities, pursuant to Article 1, Section 2, who subscribe to the purpose of the Corporation and who support the Corporation by participation or with a contribution of money, service or equipment shall be eligible to election to membership in the Corporation. All persons serving on the Board of Directors shall automatically become members of the Corporation upon election to the Board. All members shall have a right to notice of and attendance at meetings of the Corporation. Any person interested in becoming a member of the Corporation shall submit a written application, on a form approved by the Board of Directors.
- Section 3: Voting Rights
  At every regular or special meeting of the members, each member authorized to vote shall be entitled to one (1) vote, in person or by proxy, on each matter submitted to a vote of the members. Every proxy shall be executed in writing and shall be filed with the Secretary of the Corporation prior to the exercise thereof.

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Article IV: Board of Directors

- Section 1. Powers and Duties

  The Board of Directors shall have general power to control and manage the affairs and property of the Corporation, and shall have full power, by majority vote, to adopt rules and regulations governing the action of the Board of Directors and shall have full authority with respect to the distribution and payment of the moneys received by the Corporation from time to time; provided, however, that the fundamental and basic purposes of the Corporation, as expressed in the Articles of Organization, shall not thereby be amended or changed, and provided further, that the Board of Directors shall not permit any part of the net earnings or capital of the Corporation in inure to the benefit of any private individual.
- Section 2. Number and Appointment to Office

  The number of directors shall not be fewer than five (5) and not greater than nine (9).
  Within the limits prescribed by these by-laws, the number of Directors shall be such as may be fixed from time to time. A Director need not be a member of the Corporation prior to his or her appointment to the Board of Directors. Each director shall continue in office until the expiration of the term for which he or she is elected, or until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.
- Section 2A. Appointment of Board Members

  Board seats with the exception of that of the Advisory Committee shall be filled by appointment by the existing board when vacancies arise.
- Section 3. Term of Office

  The initial Directors shall be persons named in the Articles of Organization. Directors shall serve for a two (2) year term. No Director may serve more than 3 consecutive terms, totaling more than 6 years.
- Section 4. Resignation or Removal

  A Director may resign by delivering his or her written resignation to the Corporation at its principal office or to any Corporation officer. Such resignation shall be effective upon its acceptance by the Board of Directors.
- Any Director who fails to attend three (3) consecutive meetings of the Board of Directors without sufficient excuse may be removed from the Board of Directors by a majority vote of those present and voting at a regular or special meeting of the Board of Directors. Any Director proposed to be removed shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting prior to such vote for removal taking place.
- Section 5. Vacancies

  Any vacancy in the Board of Directors arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors by a majority of the Directors then in office.
- Section 6. Disqualification

  No member of the Corporation's staff shall serve as a member of the Board of Directors. No close relative of the Corporation's staff shall serve as a member of the Board of Directors, nor shall any close relative of a member of the Board of Directors be an employee of the Corporation. No employee nor close relative of an employee of the Plymouth Cable Television Licensee, or its parent or affiliates, may serve as a member of the Board of Directors, nor shall any Director or close relative become an employee of the cable licensee, its parent or its affiliates.
- Section 7. Compensation

  Directors as such shall receive no compensation for their services, provided that by resolution of the Board of Directors, expenses of attendance at each annual or special meeting of the Board, if any, may be reimbursed. A Director shall not be precluded from service the Corporation in any other capacity, other than as a staff member, provided that a full disclosure of the nature of such service and the compensation therefor, if any, is filed with the Secretary of the Corporation. If appropriate, a formal

agreement with said Director shall be approved by the Board of Directors, prior to the service being provided; provided, however, that no conflict of interest is inherent in such service. Said Director shall be precluded from voting on such formal agreement, or on any issue coming before the Board that relates to such service.

Article V. Meetings of the Board of Directors

- Section 1. Regular Meetings
  Regular meetings of the Board of Directors for the transaction of such business as may be done in accordance with law, the Articles of Organization of the Corporation and these by-laws shall be held at such times as the Board of Directors may fix from time to time. Meetings of the Directors may be held by telephone conference call or such other means as designation by the Board of Directors.
- Section 2. Special Meetings
  Special meetings of the Directors may be called by the President, or by a majority of the Directors and shall be held at such time and for such purposes as may be specified in the call for said meeting, with reasonable notice given to each Director as provided in Section 3 below.
- Section 3. Notice of Meetings
  Except as hereinafter required, no notice of the time, place or purposes of regular meetings of the Directors shall be necessary. Written notice of the first regular meeting of Directors following any change in the time or place for such meeting, and written notice of all special meetings of the Directors, stating the time, place and purpose of the meeting shall be given to each Director at least five (5) days prior to the day fixed for such meeting. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which such adjournment is taken. Notice of regular meetings of the Directors, when required, shall be given by the Secretary. Notice of special meetings may be given by the person or persons calling the meeting or shall be given by the Secretary at the request by such person or persons.
- Section 4. Quorum
  A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Directors.

Article VI. Meetings of Members

- Section 1. Annual Meeting
  An annual meeting of the membership shall be held the fourth Wednesday in March at 7:30PM at the principal office of the Corporation in Plymouth, or at such other time and place as the Board of Directors shall from time to time designate. At such time, the members shall elect Directors and may transact such business as may be done in accordance with law, the Articles of Organization of the Corporation and these by-laws.
- Section 2. Special Meetings
  A special meeting of the Corporation may be called at any time by the President of the Corporation, the Board of Directors, or by receipt of the Secretary of the Corporation of a written request by a majority of Board members. Special meetings shall be convened not less than ten (10) days nor more than forty-five (45) days after being called.
- Section 3. Place for Meetings
  All meetings of the Corporation shall be held at the principal office of the Corporation in Plymouth, or at such other places as the Board of Directors may fix from time to time, or in the event of a special

meeting, at such place as the Secretary of the Corporation may designate.

- Section 4. Notice of Meetings
  Notice of regular and special meetings of the members shall be given at least fourteen (14) days prior to the scheduled date of the meeting. In lieu of any written notice of a regular or special meeting of members required to be given by law, notice of such meeting may be given by causing notice of such meeting to be officially published. If eighty percent (80%) of the members of record entitled to vote at the meeting do not have addresses of record within the territory of general circulation of the newspaper required for official publication, the notice shall also be published in the newspapers which have an aggregate territory of general circulation which includes the addresses of record of at least eighty percent (80%) of such members of record.
- Section 5. Presiding Officers
  The President of the Corporation shall preside at all regular or special meetings of the members, and the Secretary of the Corporation shall record the minutes of all such meetings.
- Section 6. Quorum
  A duly called regular or special meeting of the members shall not be organized for the transaction of business unless a quorum of 5% of the membership is present, but the members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, and the acts of such a meeting shall be the acts of the members.

Article VII. Officers

- Section 1. Officers
  The officers of the Corporation shall include a President, Vice-President, a Secretary, and a Treasurer. All officers shall be elected by the Board of Directors from the Board of Directors. Election of officers shall take place at the first regular Board Meeting after the Annual Meeting. No person shall hold more than one office at any one time. Each officer of the Corporation shall be elected annually and shall hold office until the first regular Board Meeting after the Annual Meeting.
- Section 2. Duties of President
  The President shall be the chief executive officer of the Corporation. The President shall make a report on the affairs of the Corporation at each meeting or the members and Directors, and shall see that all orders and resolutions of the members and Directors are carried into effect; subject, however, to the right of members or the Directors to delegate to any other person any specific delegable duties. The President shall execute in the name of the Corporation all deeds, bonds, mortgages, written contracts and other documents and, when necessary or proper, shall affix thereto the corporate seal. The President shall be the chairperson of the Executive Committee and shall appoint the chairpersons of all other committees excepting that of the Advisory Committee. The President shall be an ex-officio member of all committees and shall perform such other duties as are usually incident to his or her office or may be required by the Directors.
- Section 3. Duties of Vice President
  The Vice-President shall fulfill the duties of the President in the event of the absence or incapacity of the President, and shall have such other powers and shall perform such other duties as are set forth in these by-laws, as now or hereafter amended, and as the Board of Directors may designate from time to time. In the event of the absence or incapacity of the Vice-President, the Treasurer shall fulfill the aforesaid duties of the President.
- Section 4. Duties of the Secretary
  The Secretary shall issue notices of Directors' and membership meetings as hereinbefore set forth,

shall attend and keep the minutes of the same in suitable minute books, shall attest the signing and sealing by the President of all instruments requiring the corporate seal these by-laws or by law, shall do such other things as may be required by law, and shall perform such other duties as are usually incident to his or her office or as may be required by the Directors.

- Section 5. Duties of the Treasurer
  The Treasurer of the Corporation shall be the chief financial officer and shall have custody and control of all funds and valuables of the Corporation. The Treasurer shall received the funds of the Corporation and shall make disbursements therefrom and shall keep regular books of account showing receipts and disbursements, and shall submit a monthly financial statement and an annual audited statement of all such receipts and disbursements to the Board of Directors for their examination and approval. The Treasurer shall deposit in the name of the Corporation all moneys and valuables of the Corporation with a depository or depositories designated by the Board of Directors. The Treasurer shall also perform the duties of the President in the absence or incapacity of both the President and Vice-President. The Treasurer shall also perform such other duties as are incident to his or her office or as may be required by the Directors.
- Section 6. Resignation or Removal
  Any officer may resign by delivering his or her written resignation to the Corporation at its principal office or to any other officer. Such resignation shall be effective upon its acceptance by the Board of Directors. The Board of Directors may remove from office any officer by a two-thirds (2/3) vote, whenever in their judgement the best interests of the Corporation will be served thereby.
- Section 7. Vacancies
  A vacancy in any duly constituted office may be filled by majority vote of the Board of Directors whenever it occurs.

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- Section 8. Compensation
  Officers shall receive no compensation for their services as officers of the Corporation as such; provided, however, that any officer may, if authorized by the Board of Directors, be reimbursed for necessary expenses.

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Article VIII. Committees

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· Section 1. Standing Committees
  The standing committees of the Corporation shall include the following:
  a. Finance Committee
  b. Personnel Committee
  c. Advisory Committee

· Section 2. Appointment and Functions of Standing Committees
  The President shall appoint the chairpersons and members of all standing committees, excepting the Advisory Committee, subject to the approval of the Board of Directors. The chairperson of each standing committee shall be a member of the Board of Directors.

· Section 3. Finance Committee
  Based on the proposals from the Corporation's Executive Director and committee chairpersons, the Finance Committee shall develop and recommend to the Board of Directors the annual budget; shall monitor the Corporation's expenses and income; and shall recommend budget adjustments to the Board of Directors as needed. The Finance Committee shall review the annual financial statements; approve

annual audit reports; and recommend to the Board of Directors the selection of, and fees to be paid to, the independent certified public accountant for the Corporation. It shall be the responsibility of the Finance Committee to report to the Board of Directors whether the Corporation is meetings its projected budget; on the scope and adequacy of the annual audit and related fees; to monitory and report to the Board on the effectiveness and adequacy of the Corporation's internal accounting controls, and to 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 audit, have been properly dealt with.

- Section 4. Personnel Committee

  The Personnel Committee shall formulate and recommend to the Board of Directors for their approval a comprehensive Personnel Policy manual and job descriptions for the Corporation's personnel, and amend such descriptions from time to time. The Personnel Committee shall annually review, evaluate and set goals for the Executive Director.
- Section 7. Advisory Committee

  The Advisory Committee shall consist of members of the Corporation. . The Chair will be elected from the Advisory Committee's membership for a one year term and will serve as a voting member on the Board of Directors for that year as the Advisory Committee's representative. The Advisory Committee chairperson's seat will comprise one of the appointed seats on the Board of Directors.
- Section 8. Other Committees

  The President may appoint, with the approval of the Board of Directors, other special or ad hoc committees as required. The President shall define the objectives of said committees, and said committees shall be discharged upon acceptance of their final reports.

Article IX. Executive Director

- The Executive Director shall have the authority and responsibility to manage and operate the Corporations affairs in accordance with the general policies and directions specified by the Board of Directors, shall supervise the daily operations of the other employees and shall have additional authority and duties, as the Board of Directors may from time to time prescribe. All such policies, directions and duties shall be communicated to the Executive Director through the President of the Corporation, or by the chairperson of the Personnel Committee. The Executive Director shall report to and be directly responsible to the President of the Corporation.
- The Executive Director shall be entitled to compensation for his or her services. The Board of Directors shall provide a job description and specify salary, terms of service, and other provisions as appropriate. The Executive Director shall not be deemed a member of the Board of Directors, nor shall he or she be deemed to be an officer of the Corporation.

Article X. Indemnification

- The Corporation shall, to the extent legally permissible, indemnify each of its Directors and officers against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonable incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director or officer, except with respect to any matter as to which he or she shall have been adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation; provided, however, that as to any matter disposed of by a compromise payment by which such Director or officer pursuant to a consent decree or

otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as being in the best interest of the Corporation after notice that it involves such indemnification: a) by a disinterested majority of the Directors then in office; or b) by a majority of the disinterested Directors then in office after the Corporation has received an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation. Expenses, including counsel fees reasonable incurred by any such Director or officer in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Corporation if he or she shall be adjudicated not to be entitled to indemnification under Massachusetts General Laws, Chapter 180l Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law.

Article XI. Liquidation or Dissolution

- In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no Director, officer or member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be distributed by the Board of Directors to such organization or organizations which are organized and operated exclusively for charitable purposes and which shall at that time qualify as an exempt organization or organizations under Section 501(c)3 of the Internal Revenue Cod of 1954, or the corresponding provision of any future United States Internal Revenue Laws; provided, however, that no part of the net earnings of such organization or organizations shall inure to the benefit of any private shareholders, member or individual, and no substantial part of the activities or such organization or organizations shall consist of carrying on propaganda or otherwise attempting to influence legislation, and such organization or organizations shall not participate or intervene in any political campaign on behalf of any candidate for public office.

Article XII. Miscellaneous

- Section 1. Seal
  The Seal of the Corporation shall consist of a flat-faced circular die with the name of the Corporation, its state of incorporation and the year of its organization cut or engraved thereon.
- Section 2. Notice
  Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class mail, postage prepaid, or by telegram, charges prepaid, to his or her address appearing on the books of the Corporation, or in the case of directors or members of another body, supplied by him or her to the Corporation for the purpose of notice.
- Section 3. Fiscal Year
  The fiscal year of the Corporation shall be the twelve (12) months ending December 31st of any given year, except as from time to time otherwise determined by the Board of Directors.
- Section 4. Notes, Checks, Etc.
  All notes, drafts, checks and other orders for the payment of money shall be signed by the President and/or the Treasurer, or such other person or persons as the Board of Directors may designate from time to time.

- Section 5. Conduct of Meetings
  Robert's Rules of Order, Revised, shall govern the conduct of all meetings or the members of the Corporation and the Board of Directors and its various committees, except where the same shall be in conflict with law or these by-laws.

Article XIII. Amendments

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

PACTV COMMUNITY BULLETIN BOARD FORM

Announcements run 24 hours a day, except during regular programming hours. Plymouth area organizations, groups and individuals may use the calendar to list public service messages. All messages must display a name, address, and phone number and a contact person. Political and Commercial messages are prohibited.

Your Name: _____

Organization: _____

Address: _____
(Street)

_____
(City) (Zip)

Phone: _____ Event Name _____

Contact Person's Name and Phone #: _____

Preferred Start Date: _____ Preferred End Date: _____
(Ongoing messages must be renewed after 6 Months)

Send or deliver completed form to PACTV, 130 Court Street (rear), Plymouth, MA 02360
Fax: (508) 830-9666 at least seven (7) days in advance of Cablecast Date. Call (508) 830-6999 or e-mail info@pactv.org if you have any questions. PACTV reserves the right to edit messages.

I certify that this message is submitted on behalf of a not-for-profit organization, civic or community organization..

Signed: _____ Date: _____

Enter your announcement. Include headline, lines of pertinent information (dates, times, locations) and contact information. Admission costs or prices can not be listed on the Community Bulletin Board

Headline _____

Line 1 _____

Line 2 _____

Line 3 _____

Line 4 _____

Contact Info. _____

For Office Use—

Date Received: _____ Processed Scala: _____

PACTV

Plymouth Area Community Television
130 Court St., Rear Building
Plymouth, MA 02360
(508) 830-6999

Channel Time Request Form/Producer's Indemnification Form

Date:_____

Program Producer:

Name:_____ Phone:_____

Address:_____

Sponsor: (If not produced here, must be sponsored by Plymouth/Kingston resident)

Name:_____ Phone:_____

Address:_____

Program Title:_____

Program Description:_____

_____

_____

(check all that apply)

Single Program_____ Series: Weekly_____ Monthly_____

Color Bars_____ Slate_____ Countdown_____ Disclaimer_____

Tape should be labeled with the following – is it?

Title & Program # (if series)_____

Exact Running Time_____

Does this program contain materials which may be inappropriate for young viewers?_____

1st choice of time_____

2nd choice of time_____

3rd choice of time_____

Should this play on or before a certain date? For example, does it contain time dated material, and/or tie-in with a specific event?_____

Mass Access Frequently Asked Questions About Local Access TV By Paul Berg, NewTV, Newton, MA

What is local access television?
Federal law provides that states or local communities may require a license or negotiate a non-exclusive cable franchise with cable TV operators wishing to market their services locally. As part of the provisions of such a license or franchise agreement, cities and towns may require the cable operator to provide what the Telecommunications Act of 1997 calls "public, educational, or government (PEG) access" channels on the local channel lineup, for unrestricted use by citizens, school districts and municipalities. In Massachusetts, many such existing agreements also require that certain equipment and funding be given to the towns. The laws provide and court cases have upheld that such channels provide equal access to all potential users, and that they are public electronic forums for free expression.

Is there only one kind of access station in Massachusetts?
No. There are almost as many different types of access centers as there are cities and towns, since they are set up to meet individual community needs. Potential users are best advised to contact their city or town hall and ask for information on who to contact about the local cable access center, studio or station.

How do access centers operate?
There are three basic operating structures possible for access centers:

- Operated by an independent non-profit corporation
- Operated by a municipality or by a school
- Operated by a cable company

Also, under any one of these operating structures, the access center may be only a "public access" facility where individual citizens or groups have equal access and produce their own TV programs. It may be only an "education TV facility," usually affiliated or located in a school primarily used for educational purposes. It may be only a "municipal" or "government" access facility usually housed in a town building and operated for municipal communications purposes by the city or town. Or, finally, an access center may be a multi-purposed facility. Many access centers in the Commonwealth are responsible for all types of access, "P" "E" and "G." Again, local government officials are the best first call for such information. The Massachusetts Cable TV Division can also help at (617) 305-3580 or http://www.state.ma.us/dpu/catv.

So, what do access centers do? Do they produce TV shows for all these users?
No. This is perhaps the most misunderstood role of PEG access operations. Access centers are TV studios, but unlike broadcast stations, they are not usually staffed with TV producers, camera operators, and technicians. An access center is more like a combination school and equipment library where individuals and organizations are trained how to use TV production equipment, how to make TV shows, and then are provided the free use of equipment and cable channel time to produce and air their shows.

But the cable company runs my town access center, and they produce shows! How come?
Many access centers, regardless of how they are operated, have certain requirements under the agreements with the local community to produce certain programs, like Annual Town Meeting, or

even coverage of a local parade. But these requirements are specific to the community, and they do not change the fact that citizens may make their own programs. They also do not mean that the access center is like an independent TV production company, available to carry out every request for programming. Many access centers are an interesting mix of all these things, but all access centers have a common goal of facilitating the production of TV programs - of, by and for the local community.

So, why don't all access centers just produce all the programs?
Most independent or municipal access centers are funded by a small cable license fee (usually from 1 to 5% of the local cable company's revenues) which pays for facility upkeep, utilities, and a small part-time or full-time staff – usually 1 to 3 people, although some urban centers have several more. And it is these employees' job to manage the public resources, train people in TV production skills, and facilitate the telecast of programs on the local channels. It is neither possible nor appropriate for them to be in the TV production business, for access TV is "Do It Yourself" TV.

If access centers don't produce shows, how can elected officials and government employees get important programs on the air?
Community volunteers who either want to hone their skills in TV Production, or have an interest in the program topic or content do much of the programming produced at access centers. So, parents of athletes often produce high school football games. The League of Women Voters may cover a town meeting. A town department may find an interested worker in the department to prepare information for a department program or service that needs publicizing. Many access centers recruit college and high school interns to help produce programs. Several state and local elected officials already produce shows in their districts using such volunteers, as well as getting help from their communications or public information staffers, and supporters. These and other community-based resources are the primary means of getting programs or events videotaped in local access centers. The local access center staff can provide any elected official or municipal employee with the information and contacts necessary to begin production of a local show.

Isn't it very hard to produce a TV show?
TV production is not a complicated as you might think, and the skills necessary to produce simple but effect TV shows are well within the grasp of most people in the community. Access centers across the state have people ages 9 to 90, from every educational or career background doing hands-on TV production.

For more information, contact your local city or town hall, or Mass Access through www.plycom.com/pactv/masschap or Paul Berg at (617)- 965-7200 extension 17.

"How Can They Show THAT On PACTV?!!"

(a message from the Executive Director)

PACTV is a public access TV station, meaning it is programmed by the residents of Plymouth and Kingston who choose to place programming on one of our three channels. Most of the programming you see on PACTV is actually produced by members of our community -- either private individuals, community-based organizations, or the town government.

This public access station is an electronic forum for free expression by the residents of Plymouth and Kingston. Sometimes, viewers tell me "There ought to be a law about what I saw on PACTV last night!" There IS a law: the First Amendment to the U.S. Constitution, and its guarantee that "Congress shall pass no law abridging the freedom of speech..." Basically, any resident of Plymouth or Kingston is free to say or do anything he or she wants on their own PACTV program, provided that they can assure us that their program does nor contain any illegal content.

We have agreed to maintain a public forum for the free expression of ideas -- even ideas you or I might despise! -- as long as we prohibit all of the following types of content in programs:

1. Commercials or advertising
2. Libel or slander
3. Obscenity and pornography
4. Any violation of copyrights, publicity rights, or invasion of privacy
5. Any violation of FCC regulations
6. any violation of any local, state, or federal law.

If you see something on this channel which does not fall into one of the above categories, but which upsets you anyway, you have the right to join us at PACTV, and learn how to produce your own program or message on the channel, to counteract the programming that upset you. As Supreme Court Justice Brandeis said: "...avert the evil by the process of education... the remedy to be applied is more speech, not enforced silence."

If you'd like to know how the FCC defines obscenity, and the very different type of content called "indecency," you may read their Consumer Fact Sheet at http://www.fcc.gov/cgb/consumerfacts/obscene.html While PACTV is not directly regulated by this FCC policy, which is applied to broadcasters like the local network stations, we do follow this policy, especially as concerns the scheduling of so-called adult programming after 10 PM.

If you have any questions about PACTV's programming or policies, you may call me at 508-830-6999 ext. 11, or write to me at:

Nancy Richard, Executive Director
PACTV
130 Court Street Rear
Plymouth, MA 02360

PS--Thanks to Paul Berg, Executive Director of NewTV in Newton for the content of the above!

Is it hard to produce a TV show?

TV production is not as complicated as you might think. The skills needed to produce simple, but effective programs are well within the grasp of most people in the community. Access centers across the country have people ages 9 to 90, from every educational or career background doing hands-on TV production.

The best way to find out whether television production is for you is to try it! For a tour of our facility and to get answers to your questions, call PACTV at (508) 830-6999.

How do I list my event on the Bulletin Board?

To list your organization or group's events on our Community Bulletin Board, just call and request one of our Bulletin Board announcement forms. We can fax or mail it to you right away. Simply fill out the information and fax or mail it back to us. We request a lead time of at least 5-7 business days to get your announcement up and running. Bulletin Board announcements run between 12 to 14 hours a day and are a terrific way to publicize your event.

How can my child get involved?

During the summer, we offer a Video Explorer's Camp for children. During the session, each participant will learn the basic aspects of studio and field production, including camera work, lighting, set design, directing and editing. The camp is topped off with a airing of the show they produced during the session and a cookout for the kids and their parents. This is a great way to get children introduced to video production and Public Access.

For more information about PACTV, please call us at 508-830-6999 or email us at info@pactv.org—or visit our website at www.pactv.org.

PAC

PLYMOUTH AREA

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Phone
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What is PACTV?

We are your local Access Television Center serving the communities of Kingston and Plymouth Massachusetts. We provided public and government access programming on Channels 13 and 15 in Plymouth, and Channel 14 in Kingston.

PACTV is a First Amendment Forum. Public Access television programming on PACTV is available to every citizen in our community to express their opinions, talk to their fellow townspeople about what is happening in the community, introduce others to their beliefs and hobbies, and help local organizations and groups get information out to the public about their services. Local government meetings are cablecast on our government channels, as well as local events and items of interest to our members and audience.

We teach both Basic Studio Production and Basic Field and Editing Classes so that you can make your own television program. Our technical and administrative staff are here to help you get your show out to the community.

How do I get involved?

Becoming a member of PACTV is easy. Membership is open to anyone living in Kingston or Plymouth. Our annual membership is just $30. It covers all the training courses, equipment use, studio use and staff backup. The only extra thing our members buy is video tape. Just fill out a membership form, and drop it off at our office, or mail it in with your check and we'll sign you up for the next available class.

Family memberships are available for $60 per year, and include up to four family members. If you are a business or non-profit organization, you can apply for an organizational membership. Business memberships are $100 per year and include three memberships. Non-profit memberships are $75 per year and also includes three memberships. Members of business or non-profits who reside outside of Kingston or Plymouth are eligible to join and take classes through organizational memberships. Additional memberships in the three categories above are $15 each. If you are a Kingston or Plymouth town employee, you can apply for membership under your town's group membership for $15 per year.

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www.pactv.org
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October 8, 2002

RE: PACTV Membership renewal

Dear Member:

Our records indicate that your membership will lapse on October 31, 2002.
For your convenience I have enclosed membership renewal. Please complete the forms and return it with a check or money order in the amount of *$20.00* to cover the cost of the individual membership fee.

Should you have any questions please feel free to call me.

Sincerely,

LaDonna Osborne
Administrative Assistant

PACTV RULES AND OPERATING PROCEDURES – 10/2002

CATEGORIES OF MEMBERSHIP

1. Individual Membership -- $20 (Note: An individual who is unable to pay the annual fee may arrange with the executive director to do four (4) hours of community service in PACTV office.) Voting privileges, subscription to PACTV newsletter/program guide, open access to training, production equipment and facilities and channel time.
2. Organizational Membership -- $50 for 3 individuals; $15 for each additional member. (Educational institutions, local governments, health care, social services, arts, environmental, religious, and any other nonprofit organizations. Membership covers three people representing the organization; the three people receive the same benefits as individual members. Additional members who join through the organization pay at reduced rate of $15.00 each. All programs must relate to the organization's purpose.)
3. Business Membership -- $100 for 3 individuals; $15 for each additional member. (Members would receive the same services as an organizational member and services for the same number of people. All programs must relate to the organization's purpose.)

ACCESS RULES

1. PACTV Media Access Center studio and equipment is available to members on a first-come, first-serve basis. Any person, group, organization or institution in the towns of Kingston or Plymouth are eligible.
2. Anyone using PACTV Media Access Center must be oriented to the philosophy of access, PACTV Access Rules and Operating Procedures and producer's contracts. Anyone using access equipment must be certified to operate that level of equipment or facility.
3. Programs produced with access equipment and facilities must be cablecast on the access channel.
4. Anyone who produces programming using PACTV access facilities and equipment retains ownership of the copyrights to that program. PACTV does not provide tape stock or program dubs.
5. PACTV's Community Bulletin Board is to be used by not-for-profit and community groups to publicize activities and events. Event and activity prices will not be included in Bulletin Board notices.
6. Users of PACTV's facilities and/or equipment should only identify themselves as public access community producers, not as employees or staff of PACTV or Adelphia Cablevision.
7. Access users under the age of 18 must have a signed "Parental Consent Form" on file with PACTV.

STATEMENT OF PURPOSE

PACTV, a not-for-profit membership-based organization provides P.E.G. (Public, Educational, and Government) Access services and a public forum for its communities. We provide media training, facility and channel access to promote media literacy so that the communities may exercise their First Amendment Right to free speech.

ROLE OF THE PACTV STAFF

Successful public access programming depends on participation by many active, trained volunteers who use video communication tools in order to independently reflect their ideas. Because of this, as well as limited staff time, PACTV cannot provide video production services for community members or organizations. Staff will assist community members in assembling production crews from among trained and qualified community volunteers. Community organizations planning to do programs on a regular basis are encouraged to form a television production committee, which PACTV will then train.

ON SITE BEHAVIOR

1) No possession or use of any illegal substances and/or weapons.
2) No one will be allowed to operate equipment or spend time in PACTV facilities while using or appearing to be under the influence of alcohol or drugs.
3) Abusive language and/or actions will not be permitted in the access facility. Members, staff and guests are expected to treat each other with dignity and respect.
4) Members will not be allowed to loiter in the access facility. Personal business and phone use should be kept to a minimum.
5) Members are responsible for supervision of guests and children during productions or edit time. Children should not be left unattended in the access center.
6) Pets and non-working animals should not be brought into the access center.
7) Violation of these rules will result in the immediate expulsion from the access facility and property and could result in loss of membership.

GRIEVANCES

Any grievances regarding assignment of workshop space, channel time allocation, equipment, studio and facility use or any other matter regarding PACTV should first be discussed with the Executive Director. If that does not provide an adequate solution, a grievance may be filed in writing to the President of the Board of PACTV, 130 Court Street, Plymouth, MA 02360. The Board may invite the person filing the grievance to appear at the next available meeting of the Board to discuss the matter. All decisions of the Board of Directors regarding these matters are final.

PROGRAM CREDIT FOR UNDERWRITING AND GRANTS

Underwriting for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Credit for underwriting should be as follows: "This program was made possible through a grant by ..." or "Goods and services used in this program were contributed by...". PACTV credit must still be included. Staff must be informed, in advance, of any such underwriting credits and consulted about the proper format for underwriting credit. Producers should not include telephone numbers or street addresses of underwriters, but may list business or organization name and town.

GENERAL HOUSE RULES

- Please plan your production times according to posted hours so that production and clean up can be completed before closing.
- All members are expected to clean up after themselves. Food may only be eaten in the conference rooms or the kitchen. Food and drinks are not allowed in the edit suites or control rooms. Studio sets must be broken down, and all personal items removed from edit suites and control rooms by the end of a member's scheduled time slot.

PROGRAM CONTENT RULES

1. Presentation of the following material on community access channels is prohibited:
    a. Any program or material that is commercial in nature.
    b. Any material, which is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations or promises.
    c. All advertisement of (or information concerning) any lottery, gift enterprise or similar scheme offering prizes dependent, in whole or in part, upon lot or chance; or any list of the prizes drawn or

awarded by means of such a lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.

d. Libelous or slanderous material.
e. Material that is obscene according to local community standards or is otherwise illegal.

2. Regarding Fundraising Programs, the following is permitted:
   a. Non-profit organizations that are members may produce one (1) fundraising program per year.
   b. The format of that program may be either a live auction or a live telethon.

USE OF EQUIPMENT

1. General Rules:
   a. Equipment is available on a first-come, first-served, non-discriminatory basis.
   b. Cancellation of equipment and facility reservations should be made at least 24 hours in advance, except in cases of emergency. Repeated last minute cancellations may results in loss of privileges.
   c. Any materials for productions, beyond those supplied by PACTV must be supplied by the user and must be removed after the production. Sets, props and production materials may not be left in the studio.
   d. Individuals using PACTV equipment, studio or post-production facilities will not change wiring or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the user! A loss of privileges will result from such equipment abuse.
   e. Individuals using PACTV equipment and facilities should report any defects or problems to the staff. Members should fill out a Facilities/Equipment Incident report when problems are encountered. Producers found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
   f. Producers found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.
   g. No smoking, food or drinks should be brought into the studios, control room, master control room or audio or video edit suits. THIS RULE MAY NOT BE WAIVED.
2. Use of the Studio
   a. Reservations may be made up to two months in advance. Reservations can be made in person or by phone to a staff person only.
   b. In order to schedule the studios and control rooms, a community user (and all crew members) must be certified for studio production.
   c. No studio production may take place without staff supervision, unless the producer or another crewmember has been given studio supervision certification.
   d. Producers are entitled to a maximum of six hours per session with a maximum of 12 combined hours per week in the studio, post-production or editing facilities. Scheduled studio time includes time needed to set up, break down and clean up in studio.
   e. Users must show up on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It's generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and cleanup of the studio.
   f. Users under the age of 18 who wish to schedule the studio or participate in a studio production must have written permission from their parent or guardian.
3. Use of Editing and Post-Production Facilities
   a. To schedule and use the editing or post-production facilities, a community user must be properly certified for such use.
   b. Users under the age of 18 who wish to schedule the editing and post-production facilities must have written permission from their parent or guardian.

c. Producers are entitled to a maximum of 3 hours per session with a maximum of 9 scheduled combined hours per week in the studio, post-production or editing facilities. Scheduling outside these parameters will be made at staff discretion. These guidelines are designed to allow everyone equal and fair access to the post-production facilities. Grievances concerning scheduling should be brought to staff attention immediately and should be resolved at that time.

4. Use of Portable Video and Audio Equipment
   a. Reservations for equipment may be made up to one month in advance and should be made at least one week in advance. Reservations can be made in person or by phone to any operations staff member.
   b. Equipment must be picked up and returned previously agreed upon time. Failure to return equipment when due will result in a written warning and subsequent violations may result in loss of privileges in the future.
   c. Equipment may be checked out for forty-eight (48) hour periods during the week or longer for weekends or holidays. An equipment use will be applied against each group, organization or institution each time its individual members check out equipment for that entity's use.
   d. Producers holding equipment reservations must follow these checkout and check-in procedures.

Check-Out of Equipment

a. Hand in a valid PACTV Access ID card to staff. The card will be kept at the center until equipment is returned.
b. Fill out equipment checklist and sign Equipment Check out form.
c. Assemble and test requested equipment. It is the producer's responsibility to make sure that they have all required cables and connectors to facilitate production.

Check-In of Equipment

a. Equipment must be returned on scheduled time.
b. Any problems with equipment or damage should be noted on Facilities/Equipment Incident form and brought to the attention of staff.
c. Upon the return of all borrowed equipment, the PACTV Access ID will be returned.
d. Users are responsible for loss or damage due to negligence or abuse while the equipment is checked out to them.
e. Eligible users under the age of 18 who wish to borrow portable equipment must be accompanied by a parent, guardian or qualified adult access user, who signs a release stating that the adult accepts responsibility for the equipment and its use by the minor.

CHANNEL TIME REQUESTS/CABLECASTING PROCEDURE

Scheduling Procedures

1. General Procedures
   a. All requests for channel time shall be processed on a fair and equitable basis. An application for Cablecast form must be turned in with completed program. Scheduling and cablecast times will be determined by programming staff. If producers have special time requirements or requests they should be noted on the Application for cablecast form.
   b. If scheduling and staff time allows, a taped program may be repeated during the weekly period, for a total of six to eight times per month.
   c. Users may produce a Single Program or Series.
   d. Each individual program produced and each series produced should have on file at PACTV a Producer Agreement and Indemnification in which the producer is solely responsible for program content and holds PACTV (and its officers, directors, employees and agents) harmless from liability or legal fees and expenses incurred as a result of cablecasting.
2. Series Scheduling
   a. Regularly scheduled "series" time slots will be allocated at the discretion of staff provided ample time remains available for other community programming requests.
   b. "Series" will be allocated a maximum of thirteen programs, after which reapplication may be required if a series producer fails to produce new original programming for more than two consecutive weeks or regularly fails to have the program ready for scheduled cablecast, the time slot may be reassigned to other users.
   c. A series may be weekly, bi-weekly or monthly.

CABLECAST STANDARDS

Cablecasting Requirements

1. Label
   Before cablecasting, all videotapes must be clearly labeled with the following information:
   a) Title of program only on spine label.
   b) Segment name and exact TRT (total running time) in minutes and seconds on face label.
   c) Maximum of three half hour programs on each tape.
2. Countdown and Slate
   The beginning of all cablecast programs must have a standard format in the following order:
   a) Minimum of 30 second color bars, with audio test tone at 0 db
   b) 10 second academy leader (countdown)
   c) Graphic slate with series title, segment name, total running time, production date and producer's name.
3. End of tape
   a) Appropriate credits
   b) PACTV credit: "Produced at PACTV Media Access Center, Plymouth, MA"
   c) 60 seconds of standard black

All video tapes scheduled for cablecasting on the channel must meet certain minimum requirements. Videotapes must be of such a quality that the standard time base corrector (TBC) will accept the signal. If the TBC will not accept the signal and sync instability results, the video tape may be rejected.

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PACTV PERSONNEL POLICIES AND PROCEDURES

POLICY 1: GENERAL PROVISIONS

PURPOSE OF POLICIES AND PROCEDURES

The purpose of these policies and procedures is to promote understanding, cooperation, efficiency and unity among the employees of PACTV. They are not intended to be, nor do they represent, any kind of employment contract or agreement.

Section 1.02 **DISTRIBUTION**

Each permanent and all board employee and all board members will be given a copy of these policies and procedures. A copy will also be available for public review at the PACTV office during regular business hours.

Section 1.03 **EMPLOYEE REVIEW**

Each employee is responsible for becoming familiar with these provisions. Any questions regarding the interpretation or application of the personnel rules should be directed to the Executive Director. Failure to be familiar with these policies and procedures will not be an excuse for failure to comply with them.

Section 1.04 **AMENDMENTS**

Each employee should understand that the provisions of these policies and procedures as originally drafted, or as they existed when the employee was hired, are subject to change. Therefore, the terms and conditions of employment, to the extent affected by these personnel rules, are understood to be subject to change from time to time**.**

The Executive Director may prepare amendments to these policies as may be deemed necessary or desirable. Any amendments will become effective upon approval by the Board of Directors and will be distributed to all permanent employees and board members.

POLICY II: APPLICATIONS FOR EMPLOYMENT

Section2.01 **RECRUITMENTANDSELECTION**

The decision to fill vacant positions will be made by the Board of Directors on a position-by-position basis. When authorized by the Board, the Executive Director will establish a procedure for recruiting and selecting individuals to fill vacant positions.

Section 2.02 **EQUAL EMPLOYMENT OPPORTUNITY**

C3TV affirms the right of equal employment opportunity for all persons, regardless or race, color, religion, sex, sexual preference, national origin, age, or disability.

Section 2.03 **LIFE OF APPLICATIONS**

An application or resume submitted for employment may be kept on file for twelve (12) months.

POLICY III: EMPLOYMENT STATUS

Section 3.01 **TYPES OF EMPLOYMENT**

Full time employees are employees whose normal hours of work are forty (40) hours or more per week.

Part-time employees are employees whose normal hours of work are less than forty (40) hours per week.

Section 3.02 **EMPLOYMENT STATUS**

Permanent employees are those who have successfully completed their initial probationary period, as demonstrated by a performance evaluation of satisfactory or better.

Probationary employees are those who are experiencing a working test period of a minimum of six months. They may be newly hired employees, full-time employees who have been promoted, or an employee who has received a probationary warning as, a result of poor performance. During this time, employees are required to demonstrate by their act4al performance their fitness for the duties to which they have been assigned.

Contract employees, including student interns, are those whose employment is for a specific period of time or for a specific purpose. Contract employees are not eligible for employee benefits, vacation, holiday pay or sick leave.

Section3.03 **PROBATIONARYPERIOD**

New Employees

Each new employee is required to serve a probationary period of six months. At the discretion of the Executive Director and approval by the Personnel Committee, an employee's probationary period may be extended if it is determined that an additional period of observation and evaluation would be in the best interest of PACTV.

While serving a probationary period, employees are eligible to earn and use sick leave credit. Vacation time is accumulated during the probationary period and maybe used once six months of employment have been completed. If an employee leaves prior to six months of employment, she/he must use the accrued vacation time. No dollar amount will be exchanged.

An employee who successfully completes the probationary period will become a permanent employee. Continued employment, however, depends upon the employee's performance and rapport with other employees.

Promotional Probationary Period

Employees who receive promotions are required to serve a six (6) month probationary period. At the discretion of the Executive Director, with Personnel Committee approval, the probationary period may be extended for a maximum time of three months.

Employees serving a promotional probationary period are eligible to earn and use and vacation leave credit during their probationary period.

An unsatisfactory probationary employee may:

-- be returned to the position in which they were serving prior to the promotion provided that an appropriate vacancy exists; or:
-- be removed from employment with PACTV

Probationary Warning

Any employee may be placed on probationary warning status as a result of disciplinary action or unsatisfactory job performance evaluation. The employee's supervisor, with the approval of the Executive Director may initiate this action.

Employees who do not complete the probationary warning period with at least a satisfactory rating will be dismissed.

POLICY IV: COMPENSATION

Section 4.01 **JOB DESCRIPTION**

Job descriptions will be prepared and maintained for each position at PACTV.

Section 4.02 **SALARY INCREASES**

Salary increases must be earned through quality job performance and length of service.

Any salary increase of the staff will be contingent upon the recommendation of the Executive Director and the approval of Board of Directors whose decision will be based upon the employee's supervisor and the Executive Director.

Section 4.03 **PROMOTIONS**

All promotions will be made at the recommendation of the Executive Director with the approval by the Board.

Employees receiving promotions will serve a probationary period in accordance with Section 3.03 (Promotional Probationary Period) of these policies. No promotional appointment will be final until the employee has satisfactorily completed the probationary period.

Section 4.04 **GARNISHMENT OF WAGES**

An employee's wages will be garnished when the Executive Director receives a legal Court order mandating such action.

Section4.05 **COMPENSATORYTIME**

Permanent employees accrue compensatory time for hours worked in excess of their specified work week, subject to the approval of the Executive Director. The accrued compensatory time will be taken in the quarter in which it accumulated and cannot be carried over to the next quarter without the approval of the Executive Director-

POLICY V: EMPLOYEE BENEFITS

Section 5.01 **INSURANCE**

Full-time PACTV employees are entitled to participate in the benefit program described below pursuant to the conditions list.

Contributions Policy:

PACTV will pay 80% of an employee's individual health premium.
PACTV will pay 80% of an employee's family health premium.

Waiting period: 90 days from employment to nearest first of the month.

Definition of an employee--

Full-time--An employee who works forty (40) hours or more per week receives coverage
Part-time-An employee who works less than forty (40) hours per week receives no coverage.
Intern, temporary staff, volunteer--No coverage.

Waiver of Coverage Form: Any employee who is eligible for coverage but chooses not to participate in the insurance program must sign a waiver of coverage form.

Section 5.02 **WORKERS COMPENSATION**

The Workers Compensation Law of Massachusetts covers all employees for injuries sustained in performance of the job. All claims for Workers Compensation should be filed through the Executive Director

Section 5.03 **UNEMPLOYMENT COMPENSATION**

Unemployment Compensation shall be provided as required by State law.

POLICY VI: ALLOWANCES

Section 6.01 **AUTOMOBILE REIMBURSEMENT**

Employees who use their vehicles in the conduct of official business will be compensated at the rate established by the Treasurer as approved by the Board. All requests for reimbursements must be in writing.

Section 6.02 **HOST EXPENSES**

PACTV employees may occasionally find it necessary to host non-employees in the course of -PACTV business, thereby incurring expenses for meals, transportation or lodging. In such cases, reimbursement shall be allowed on an actual expense basis with the prior approval of the Executive Director.

Section 6.0 **TRAVEL EXPENSES**

Directors, members and employees of PACTV who are approved to travel on PACTV business will be reimbursed for expenses incurred in accordance with the provisions of this policy subject to budget constraints.

Expenses Approved for Reimbursement

Transportation: Compensation will be authorized for that mode of transportation, which is in the best interest PACTV. Generally, this will mean the least expensive mode of travel.

When air transportation is authorized, compensation shall be made for "coach" air fare. If the desired point of destination is not served by air, fare to the nearest city will be allowed along with round-trip taxi or bus fare to and from the destination.

Use of a personal vehicle will be reimbursed at the currently authorized rate. Reimbursement for toll charges and parking, including airport parking, will be allowed if receipts are submitted. Costs for traffic fines or parking violations are not reimbursable.

No matter what mode of travel is authorized, expenses for local transportation, such as bus or taxi 'fares, will be reimbursed only when such expenses are necessary for approved functions.

Unused portions of airplane, railroad and bus tickets are subject to refund

Lodging: Expenses will be allowed for adequate lodging when accompanied by a properly executed receipt. Hotel or motel accommodations are limited to medium-priced rooms. When an official or employee is accompanied by a family member, reimbursement will only be made on a single room rate, which must be indicated on the hotel or motel receipt.

Meals: Officials and employees of PACTV may be reimbursed for meals on a per diem basis while on PACTV business. The total meal allowance per day will be at the current state employee authorized rate. If the actual expense is less than the meal allowance, the difference must be returned to PACTV.

Telephone and Telegraph: Telephone calls, both local and long distance, together with telegraph charges, will only be allowed if such calls were required by official PACTV business.

Tips and Gratuities: It is understood that in traveling it is necessary to give gratuities. A reasonable amount, not to exceed fifteen percent (15%), will be permitted.

Registration Fees, Books. Etc: Fees charged for registration at any convention or meetings are allowed for reimbursement. A receipt of the fee should be included with the expense report. Officials, members or employees attending conventions are requested to file a copy of the convention program or some other evidence showing the name, dates and place of the meeting. Books or pamphlets offered for sale which are not required conference materials and purchased at conventions or conferences will not be reimbursed.

Sundry Expenses: Other expenses necessary for the successful completion of PACTV business, such as postage and parking, may be reimbursed on a case by case basis qt the discretion of the Executive Director.

Non-Reimbursable Expenses

Specifically prohibited are reimbursements for the purchase of personal items, alcoholic beverages, and entertainment not scheduled in the convention program.

Reimbursements for expenses of family members who accompany the official or employee on the trip are also prohibited.

Section6.04 **PROFESSIONAL DEVELOPMENT**

PACTV offers opportunity and encouragement to employees who desire to further develop their skills and keep abreast of new techniques and advancements in the field. Selection of relevant seminars and conferences and the determination of who will attend will be made by the Executive Director on an annual basis, subject to the availability of funds and benefit to PACTV.

Within budget limitations, permanent employees may receive reimbursement for the tuition for job-related courses. Tuition reimbursement must be approved in advanced by the Executive Director and the Board of Directors.

Payment of tuition reimbursement shall be subject to the following guidelines:

1. The course or courses must be taken from an accredited or approved college, university, secondary school, technical institute or trade school;

2. The course(s) must be directly related to the employee's current position or must be part of a degree program related to the employee's current position;

3. The maximum amount that PACTV pay in tuition reimbursement for any college level course will be 75% of the cost of the course.

4. No reimbursement will be made for undergraduate course in which the grade received is less than a "C" or for graduate courses in which the grade received is less than a "B".

5. The employee will receive the appropriate amount of reimbursement following the submission of proper documentation attesting to the satisfactory completion of the course.

6. The maximum amount which an employee may receive in any one calendar year is $1,000.

Participation in the Tuition Reimbursement Program is limited and applications will be approved, based on the availability of funds and the needs of PACTV.

Notwithstanding the above, employees who are required or directed by their supervisor or the Executive Director to attend training courses shall have the tuition for the course paid for by PACTV/

POLICY VII: ATTENDANCE AND LEAVE

Section 7.01 **HOURS OF WORK**

While full-time employees will normally work forty (40) hours per week, the supervisors and/or the Executive Director, to accommodate the needs of PACTV, will develop specific work schedules. Every employee will, on occasion, be required to work some shifts on nights, weekends, and holidays. Every effort will be made to accommodate individual work schedule requests, but the nature of PACTV business will make it impossible to grant all such requests.

The Executive Director is responsible for ensuring that accurate time and leave records are maintained for all employees.

All employees are expected to be present on their jobs during their scheduled hours of work. If an employee must be absent from work, it is that employee's responsibility to inform his/her supervisor or the Executive Director of the absence prior to his/her scheduled work time.

Unauthorized absence (i.e. absence without approved leave) will constitute cause for disciplinary action, up to and including dismissal.

Section 7.02 **HOLIDAYS**

PACTV will observe the following days as paid holidays:

New Year's Day, Martin Luther King's Birthday
Presidents' Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day, Thanksgiving Day and day after
Christmas Day

The Executive Director is authorized to make adjustments in the holidays designated above, particularly when any of the designated days fall on a Saturday or Sunday, providing that there are a total of twelve (I 2) paid holidays for any one calendar year.

Contract employees and student interns will not be compensated for holidays.

Section 7.03 **VACATION LEAVE**

Accrual: PACTV employees will accumulate paid vacation leave as follows:

	Full-Time	Part-Time
1st year	5 days	5 half days
2nd year	10 days	10 half days
3rd year and after	15 days	15 half days

Employees may not take pay in lieu of vacations. Contract employees and student interns do not accrue vacation leave.

When an employee becomes eligible for an increased rate of accumulation due to length of service, the higher rate of accumulation will begin at the start of the pay period, which is closest to the anniversary of the employee's date of hire.

Scheduling: Although new employees begin accruing vacation leave beginning with their date of hire, they may not use vacation leave for a period of six (6) months after initial probationary period begins.

All requests for vacation must be submitted to the supervisor and/or Executive Director at least thirty (30) calendar days prior to the beginning of such leave. Vacation will be approved at the discretion of the Executive Director based on staffing requirements and the needs of PACTV.

Section 7.04 **SICK OR PERSONAL LEAVE**

Accrual

All permanent employees are entitled to a maximum five (5) paid days of sick or personal leave per year at the discretion of the Executive Director. Unused days are not cumulative or available for financial exchange.

Use

Sick or personal leave may not be used as vacation leave or extra time off, but may only be used for absences due to illness, injury, exposure to contagious disease, pregnancy and to illness or dental or doctors' appointments. The abuse of sick leave is grounds for discipline, up to and including dismissal.

The Executive Director may after three (3) consecutive days require a physician's certification as proof of illness before sick leave compensation is paid.

Reporting Requirements

An employee must notify the supervisor or Executive Director prior to the scheduled start of his/her working day the employee will be absent due to illness. If the absence extends beyond one day, the employee must make periodic reports to the PACTV office of his/her progress and the anticipated date of return. Failure to notify PACTV office of the reason for the absence may be grounds for refusal to pay sick leave compensation. The Executive Director shall maintain sick or personal leave records.

Section 7.05 **FUNERAL LEAVE**

Any probationary or permanent employee may receive up to three days of paid leave, not to be deducted from accumulated sick or personal leave or vacation leave credits, to attend the funeral of a member of the employee's immediate family, including significant others.

For purposes of this policy, immediate family includes:

Spouse, significant other
Child, stepchild
Parent, parent-in-law
Brother, brother-in-law
Sister, sister-in-law
Grandparent, grandparent-in-law
Any other members of the employee's family residing in the employee's household.

Up to three (3) days of unpaid leave may be granted to a probationary or permanent employee to attend the funeral of a member of the employee's family not included in the definitions set forth above. In lieu of unpaid leave, the affected employee may request the use of accumulated vacation leave or sick or personal leave.

Whenever practicable, any funeral leave, paid or unpaid, shall be approved in advance by the Executive Director.

Section 7.06 **LEAVE OF ABSENCE WITHOUT PAY**

A leave of absence without pay for personal reasons may be granted at the discretion of the Executive Director for a period not to exceed ninety (90) calendar days.

Upon returning from a leave of absence without pay, the employee may return to his/her previous position, provided that position exists. The position is protected from becoming a vacancy for a period of one month.

For a leave of absence without pay which lasts longer than two weeks, the employee may request PACTV continue to pay its share of the employee's medical and life insurance. However, should the employee not return as scheduled at the end of the leave, the employee shall

reimburse PACTV for such insurance, the cost of which may be deducted from any pay due the employee.

An employee who wishes to return to work earlier than the end of the leave date as set by the employee and the Executive Director shall notify the supervisor and the Executive Director one week in advance of the date he/she wishes to return to work.

Section 7.07 **JURY DUTY AND COURT LEAVE**

Jury Duty

An employee who is called to serve as a juror in any court or who is subpoenaed as a witness may be excused from work for the time required for the service. The employee will continue to receive his/her regular pay during the period he/she must be in court. Any fees received by the employee, as a juror, equivalent to his/her regular pay during the period employee must be in court, must be turned over to PACTV.

The employee must present official notification or a subpoena to the Executive Director as evidence of jury duty and must provide a telephone number where the employee can be reached.

An employee responding to a jury summons is expected to notify his/her' supervisor each day regarding that day's jury status. When not required to be in court, an employee is expected to return to work.

Job Related Court Appearances

Any probationary or permanent full or part-time employee will receive time off without loss of pay when subpoenaed to appear before a court, public body or commission in a matter related to his/her official duties. Any witness fees, equivalent to the employee's regular pay during the period he/she must be in court, must be turned over to PACTV within three (3) days of the receipt of such fees.

Other Non-Job Related Court Appearances

If an employee must be absent from work for a court appearance to which he/she is a party, or to appear as a witness or for any other non-job-related reason, the employee must use vacation leave, or leave without pay.

POLICY VIII: EMPLOYEE PERFORMANCE AND CONDUCT

Section 8.01 **PERFORMANCE EVALUATIONS**

Each employee shall be evaluated periodically with regard to the quantity and quality of work performed the manner in which service is rendered, the use or abuse of leave privileges and any other standards that fairly measure the employee's job performance.

Performance ratings from past performance evaluations will be considered in making promotions, granting salary increases, suggesting areas of improvement and remedial action and taking disciplinary actions. A negative performance evaluation can not be used against an employee after a three-year life period.

Performance evaluations will be regularly scheduled for each employee at the end of a probationary period, and on an annual basis, at the anniversary of the date of hire. An employee and/or the Executive Director may request additional reviews.

Section 8.02 **DISCIPLINARYPROCEDURE**

While no set of rules can address every situation, the policy of-PACTV is to employ a system of remediation, which will help the employee by taking early steps to correct unacceptable performance or behavior. Therefore, the supervisor will begin by suggesting areas of improvement and will provide a plan for remediation. If unacceptable performance and/or behavior persist, the supervisor will usually begin by imposing the least severe type of discipline, such as oral or written reprimands. If the undesirable behavior persists, more and more severe measures may be imposed, up to and including dismissal. However, the type of disciplinary action will be matched to the severity of the offense, and it is possible that a first offense may justify a stiff suspension or even dismissal.

Grounds for remediation and/or discipline include, but are not limited to, incompetence, inefficiency, dishonesty, use and abuse of alcohol or drugs, repeated tardiness, insubordination, discourteous treatment of the public, neglect of duty, violation of the laws of the Commonwealth of Massachusetts or the United States of America, violation of these rules or other rules of the Executive Director or of the supervisor, any other failure of good behavior, or any acts of misfeasance, malfeasance or nonfeasance in office.

The Executive Director, with Personnel Committee approval, is the only individual with the authority to dismiss employees.

Section 8.03 **APPEAL OF DISMISSAL ACTION**

Any permanent employee who has been removed from his/her position may request a hearing before the Personnel Committee. The request must be made in writing and must be received by the Executive Director or his/her designee within five (5) working days of the date of the Executive Director's action. A hearing before the Personnel Committee will then be scheduled within fifteen (15) days of receipt of the request for an appeal. The decisions of the Personnel Committee are final.

During the process of appeal of dismissal, the employee will continue to receive his/her regular pay.

If the employee does not appeal a dismissal within the time limit, the employee will be considered to have waived his/her right of appeal and the matter will be considered resolved.

Contract employees may not appeal disciplinary actions taken against them. Employees who are serving a promotional probationary period have recourse to grievance and appeal procedures.

Section 8.04 **GRIEVANCE PROCEDURES**

Reviewable Issues

To be reviewable under the grievance procedure, an issue must:

Concern matter(s) or incidents that have occurred; result from an act or omission by management regarding work conditions or other aspects of employee-employer relations over which a supervisor has control; arise out of a specific situation or act which has resulted in inequity or damage to the employee.

General Provisions

Grievances may be initiated only by the employee concerned and may not be pursued without the affected employee's consent.

Grievances must be initiated in writing within thirty (30) calendar days from the date of the act or from when the employee became aware of the occurrence. Repeated filing of grievances concerning the same issue, which has been denied, will not be permitted. The employee may designate a representative at any step of the procedure.

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

If the grievance involves a group of employees or a number of employees filing separate grievances on the same matter, the grievance may be handled as a single grievance.

Any grievance shall be considered resolved at the completion of any step if all parties are satisfied or if neither party presents the matter to the next step of the procedure within the prescribed period of time.

Grievance Procedure Steps

Step One: It is the responsibility of employees who believe that they have a bona fide complaint concerning their work conditions to promptly inform and discuss, with their immediate supervisor, in order to in good faith, endeavor to clarify the matter expeditiously and informally at the employee-supervisor level. In this discussion, the employee verbally expresses the problem and the suggested solution. Within five (5) working days, or less, the supervisor shall give an oral response to the employee. Every possible effort should be made to resolve the problem at this step. All actions by the supervisor should be noted in writing to the Executive Director (dates, times and a narrative of discussions). If the employee and supervisor cannot reach an agreement as to a solution of the grievance, the employee shall, within five (5) working days or less:

Step Two: Prepare the written Employee Grievance and give it to his/her immediate supervisor. The supervisor will endorse his/her comments thereon and within five (5) working days return it to the employee. Should the grievance be against the Executive Director, it shall be presented, in writing within five (5) working days to the Personnel Committee of the Board of Directors.

Step Three: If the written response of the supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Executive Director within five (5) working days of the grievant's receipt of the supervisor's response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within five (5) working days of having received the written grievance or the meeting, whichever is later, the Executive Director shall submit his/her response to the grievant.

Step Four: If the Executive Director's solution to the grievance is not acceptable, the employee will indicate in writing that review is requested by the Personnel Committee and forwarded to the Personnel Committee chairperson, within five (5) working days of the grievant’s receipt of the Executive Director’s response. An employee may request a hearing before the Personnel Committee, prior to the Personnel Committee’s final decision. The Personnel Committee will provide a final decision to the grievant within then (10) working days from the date of receipt of the grievance and forward the answer to the grievant.

POLICY IX: PERSONNEL RECORDS

Section 9.01 **PERSONNEL FILE**

A permanent personnel file will be maintained for each employee and will remain in the custody of the Executive Director. The personnel file will contain the official employment records of PACTV employees.

An employee may review his/her personnel file at reasonable times during normal office hours upon request to the Executive Director. Copies of official documents will be made available to the employee, but will be clearly marked "Employee's Copy."

Section 9.02 **PERSONNEL RECORD CHANGES**

In order to insure that the current personnel records are maintained it is the employee's responsibility to notify the supervisor and the Executive Director, in writing, of any change in name, address or telephone number.

Any changes, such as changes in marital status or the acquisition of traffic citations, which may affect those insurance policies funded in whole or in part by PACTV also be reported to the Executive Director.

Failure to notify the appropriate personnel of such changes may result in disciplinary action.

POLICY X: SAFETY AND HEALTH

Section 10.01 **SAFETY**

It is the responsibility of all PACTV employees to conduct themselves in a safe manner while on the job.

Any employee, who is aware of safety hazards such as unsafe equipment, conditions behavior or practices by fellow employees must report the situation immediately to his/her supervisor.

Acting in an unsafe manner or failure to note unsafe conditions is a cause for discipline.

Employees who are receiving medication or treatment for an illness, injury, medical or mental condition are required to inform their supervisors of the medication or treatment if there are any potential side effects attributed to the medication or treatment which might present an unsafe condition to the employee, his/her co-workers or the general public.

Employees are also required to inform their supervisors of any condition, which might require special treatment in case of accident or emergency. For their own safety, employees who may be subject to seizures, bleeding, blackouts, coma or other such conditions should advise their supervisors of their conditions. Threats of family or partner violence should be brought to the attention of the Executive Director if the employee determines it will impact the workplace. PACTV has a zero tolerance for workplace violence of any sort.

If there is any question of an employee's ability to operate equipment or to perform certain jobs safely due to a specific condition, the question may be referred to a physician for an opinion. In all cases, the safety of the employees and the general public will be of the highest priority.

The Executive Director will make the final determination of an employee's fitness to work.

Section 10.02 **ALCOHOL AND DRUG USE**

Reporting to work under the influence of alcohol or controlled substances, or the use of alcohol or controlled substances during working hours is prohibited and may result in disciplinary action, up to an including dismissal.

Section 10.03 **MEDICAL EXAMINATIONS**

The Executive Director has the authority to require that an employee produce a note or detailed report from the employee's personal physician justifying the use of or request for sick leave, injury leave, maternity leave, special or light duty, resumption of regular duty. (Also see Policy VII, Section 7.04.)

POLICY XI: BASIC WORKING CONDITIONS AND PRACTICES

Section 11.01 **APPROPRIATE DRESS**

While at work, employees must dress appropriately for the work, which they perform.

A supervisor may require an employee who is dressed inappropriately to change clothes before continuing work.

Section 11.02 **OUTSIDE EMPLOYMENT**

The Executive Director must approve all requests for outside employment by full-time permanent employees. In considering such requests, the Executive Director may consider the effect of outside employment on the employee's attendance, the quality and/or quantity of the employee's work, the public's confidence in PACTV, and/or whether it could result in a conflict of interest or is disadvantageous to PACTV.

During the course of approved outside employment, the Executive Director may order the employee to terminate such employment when it affects the employee's attendance, the quality and/or quantity of the employee's work, and the public's confidence in PACTV, or it results in a conflict of interest or is disadvantageous to PACTV.

Section 11.03 **CREATIVE EFFORTS**

Anything created by an employee for PACTV is the property of PACTV.

Section 11.04 **RESIDENCE**

Although it is a policy of PACTV to encourage employees to live within the boundaries of PACTV, the towns of Plymouth and Kingston, residence is not a prerequisite for obtaining or continuing employment.

Section 11.05 **ETHICS OF PACTV EMPLOYMENT**

The nature of PACTV employment requires that employees be employed for the benefit of the public. Consequently, such employees are bound to observe in their acts the highest standards of integrity and to faithfully discharge their duties. In recognition of these obligations certain ethical principles shall govern the conduct of all officials and employees of Plymouth Area Community Access Television, Inc. Therefore:

No employee shall use his/her position for personal gain, or shall engage in any business or transaction or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his/her duties;

No employee shall, without authorization of the Executive Director, disclose confidential information concerning the property, governance or affairs of PACTV. Nor shall he/she use such information to advance the financial or other private interest of him/herself or others;

No employee shall accept any gift, whether in the form of service, loan, item or promise from any person, firm or corporation which is interested directly or indirectly in any manner whatsoever in business dealings with PACTV; nor shall an employee accept any gift, favor or item of value that may tend to influence an employee in the discharge of his/her duties or grant in the discharge of the employee's duties any improper favor, service or item of value;

Any employee offered a gift or favor should inform his/her supervisor and/or the Executive Director of the gift offer. No employee shall accept from any contractor or supplier doing business with PACTV any material or service for the private use of the employee;

No employee shall represent private interests against the interest of PACTV in any action or proceedings of which PACTV is a part;

If a member of an employee's family has a connection with a company doing business with PACTV, that employee should inform the Executive Director;

The violation of any provision of this policy may constitute grounds for disciplinary action, up to and including dismissal.

SEXUAL HARASSMENT: STATEMENT OF POLICY

Policy

As a result of the enactment of M.G.L. Chapter 15 1 B, Section 3A, "An Act Relative to Sexual Harassment and Training in the Workplace", all corporations with six or more employees doing business in Massachusetts are required to adopt sexual harassment policies. Cape Cod Community Television Corporation, Inc. is committed to providing a professional work environment in which all individuals are treated equally with respect and dignity. In keeping with this commitment, Cape Cod Community Television Corporation, Inc. strives to create an atmosphere that promotes equal opportunities and prohibits discriminatory practice including sexual harassment.

Sexual harassment, whether verbal, physical, or environmental and whether in the work place or in other work-related settings, is unlawful and unacceptable. Sexual harassment will not be tolerated. Similarly, any retaliation against an individual who complains about sexual harassment, or against individuals who cooperate with an investigation of a sexual harassment complaint, is unlawful and also will not be tolerated.

This policy covers all employees. For the purpose of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature, when; (1) submission to or rejection of this conduct by an individual is made a condition of employment; or (2) submission to or rejection of this conduct is used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; or (3) this conduct substantially interferes with an individual's employment by creating an intimidating, hostile or offensive environment.

Definitions

Definitions regarding sexual harassment are broad and will include any unwelcome sexually oriented conduct, whether intended or not, which may include, depending on the circumstances, the following: Subtle or overt pressure for sexual favors; Derogatory or vulgar statements regarding sexuality or gender; Leering; Unwelcome touching, patting, pinching; Whistling or cat calls"; Physical assault or coerced sexual acts; Gossip regarding one's sex life; Comments on an individuals body or about one's sexual activity, deficiencies or prowess; Unwanted sexual compliments, innuendoes, suggestions or jokes; and/or Turning work discussions into sepal topics or displaying sexually suggestive visual material.

Both perpetrators and victims of sexual harassment can be of either gender.

Procedures

Allegations of sexual harassment are taken seriously and receive a prompt response. Where demonstrated that such harassment has occurred, Plymouth Area Community Access Television, Inc. will act promptly to eliminate the harassment and impose such corrective or disciplinary action as is necessary and appropriate.

Plymouth Area Community Access Television, Inc. encourages reporting of all incidents regardless of who the offender may be, and encourages anyone who has observed an offensive behavior to report it even if he of she is not the target of the behavior. Individuals who believe they are being harassed should firmly and promptly notify the offender (in front of a witness when practical) that his or her behavior is unacceptable and is unwelcome.

It is also recognized that it may be difficult for individuals to confront the offender. Therefore, any individual who believes that he or she has been sexually harassed should immediately report the incident to the Executive Director, orally or in writing. If the complaint is against the Executive Director, or a member of the Board of Directors, it should be forwarded to the Executive Committee of the Board of Directors. Upon receipt of a complaint, there shall be a fair and expeditious investigation into the allegation.

The investigation will include a private interview with the person filing the complaint, with any witnesses and with the person alleged to have committed the sexual harassment. If the investigation reveals that sexual harassment did occur, Plymouth Area Community Access Television, Inc. will act promptly to eliminate the offending conduct, and, where appropriate, will also impose disciplinary action which could include termination from employment. When the investigation is complete, the person filing the complaint will be informed of the results.

If any employee of Plymouth Area Community Access Television, Inc. commits sexual harassment, action appropriate under the circumstances will be taken. Such actions may include: counseling, informal or formal reprimands, written or verbal warnings, suspension, reduction in pay, transfers, reduction in duties or may result in termination from employment.

If you believe you have been subjected to sexual harassment, in addition to reporting to the Executive Director or Executive Committee, you may file a complaint with the following government agencies that handle complaints of sexual harassment:

The United State Equal Employment Opportunity Commission (EEOC)
One Congress Street Suite 1001
Boston, MA 02114
565-3200

The Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place
Boston, MA 02108
727-3990

Conclusion

Plymouth Area Community Access Television, Inc. developed this policy to ensure that all of its employees can work together in an environment free from sexual harassment. Plymouth Area Community Access Television, Inc. will make every effort to ensure that all of its personnel are familiar with the policy and know that any complaint will be thoroughly investigated and appropriately resolved.

This policy contains minimum standards. It is distributed to all employees annually and to all new employees at the time of hire.

POLICY XII: SEPARATIONS

Section 12.01 **RESIGNATION**

To resign in good standing, employees should notify C3TV in writing, a minimum of two (2) weeks prior to the date of departure.

Section 12.02 **DISMISSAL**

C3TV may, at the discretion of the Executive Director, give an employee being discharged two-week notice or two weeks pay in lieu of notice.

Section 12.03 **LAYOFFS/REDUCTIONS IN FORCE**

If budgetary and/or program reductions necessitate employee layoffs or a reduction in force, the following factors will be taken into consideration in determining which employees will be affected: education and experience (including transferability of skills); employment status; and seniority.

PLYMOUTH AREA COMMUNITY ACCESS TELEVISION, INC.

ACCESS CHANNEL PROGRAMMER DISCLOSURE

In support of its mission, and in accordance with federal and state regulations, PACTV provides an opportunity for qualified individuals to submit live and videotaped programs for play on its cable access channel as an expression of speech protected under the First Amendment of the United States Constitution. However, as with any speaker in a public forum, you have certain responsibilities when it comes to the content of your speech. That is, if it is illegal for you to say or do certain things in public, then it is also illegal to say or do those same things over Channel 3. And, because PACTV does not pre-view your work, the responsibility falls completely on you to police yourself--you can't hide behind us, pretending that we have endorsed you or have made a decision to allow your program to play.

Here are some major things you may not do:

1. COPYRIGHT. You may not take other people's creations and use them unless (a) you have obtained their **permission;** or, (b) you've paid a license fee for their use on a cable access channel; or, (c) the work is public domain (out of copyright).

MUSIC: If certain conditions are met, most music may be used in a tape shown on PACTV. The conditions are: (a) the music cannot be from a stage play and used in conjunction with a videotaped stage play performance; (b) the music must be licensed by ASCAP or BMI--agencies to which fees have been paid by Adelphia Cable; (c) the music cannot be used repeatedly as a theme song to **a** series of programs; (d) the videotape that the music is on cannot be duplicated for commercial distribution; and, (e) as per conditions cited under the "ephemeral use" section of federal copyright law, the videotape must be either destroyed after six months or be permanently archived.

VISUAL WORKS: Most commercially-available books, magazines, newspapers, movies, television programs, plays, etc. are covered by copyright. These may not be included in your videotape, again unless you have obtained permission, paid a license fee, or they are in the public domain. Excerpts and minor use probably could be acceptable, but you must deal with this kind of use on a case-by-case basis.

2. LIBEL & SLANDER. Defamation to a person's or company's reputation either in writing (libel) or spoken (slander) could be determined grounds for a successful lawsuit. A general distinction can be made between someone else's words that you simply videotaped speaking in **a** public place, and your own words or commentary added to the video.

3. FIGHTING WORDS. You **may** not make **a** call to action that would put people's lives or property in jeopardy. The common example is yelling "fire" in **a** crowded theater; however, parallels to this in public access are very rare.

4. OBSCENITY. Under the First Amendment, indecency is protected speech, but obscene speech is not. Obscene material is not allowed on PACTV. Generally, obscenity is the portrayal of sexual or excretory organs or functions in a patently offensive manner running counter to locally accepted standards and without any socially redeeming value. Swear words and nudity, while possibly offensive to some, have not generally been ruled obscene, in and of themselves, in higher courts of law.

If you suspect you may have a problem with content in this regard, we recommend you read our Operating Rules & Procedures, “Program Content Rules, Section 1.” We request that you not ask PACTV staff or Directors to view the tape for the purpose of providing you with legal advice.

5. SUMMARY: We strongly recommend that you consult with a lawyer of your own choosing if you think that your video might in any way involve copyright issues, libel, slander, fighting words or obscenity. PACTV is not in any way responsible for the content of your video. In submitting your video to PACTV, you are agreeing to indemnify and hold harmless PACTV from any liability or responsibility for your video.

THEREFORE: I understand and agree, in accordance with PACTV Rules & Procedures, that by requesting this program to be cablecast, I am an Access Channel Producer or Sponsor, living or working in the towns of Plymouth or Kingston, and therefore I am fully responsible for content of the program when cablecast, whether or not I actually produced the program myself. I am (or the member organization I represent is) fully liable for all claims arising from unauthorized use of copyrighted material or from any other

charges of improper or unlawful conduct, and I will hold harmless the Plymouth Area Community Access Television, Inc. (PACTV), its Directors, Officers and staff from any such claims.

PRINTED NAME: _____

PRINTED HOME ADDRESS: _____**Organization:** _____

PRINTED HOME Town/State/Zip: _____ **Org. Address:** _____

HOME TELEPHONE: _____**Org. Tel**: _____

SPONSOR OR PRODUCER: _____
(signature) **(date)**

PACTV STAFF WITNESS:_____
(signature) **(date)**

PACTV PSA DAYS

Producer's Packet

Plymouth Area Community Television
130 Court Street, Rear • Plymouth, MA • 02360
508-830-6999 • Donnav@pactv.org

Planning your PSA

While PACTV offers local non-profits the opportunity to produce video Public Service Announcements free of charge, we do require a certain amount of preparation. When considering how to approach your project, it is important to keep the following in mind.

- What exactly am I promoting?
- Is community television the proper medium for my message?
- Who am I targeting or trying to reach?
- Is this information time sensitive?

All Public Service Announcements produced at PACTV are for non-profit, community, or civic organizations. Any reference to dollar amounts such us membership fees, admission to events, sale items, is prohibited. All PSAs produced at PACTV will fall into one of the two following categories.

Generic PSA

The *Generic PSA* allows you to promote the mission, goals and or services of your organization. It also allows less experienced producers the flexibility to experiment with the impact of community television on new marketing or public awareness efforts. This type of PSA is not intended to promote specific or time-sensitive events.

One-Time PSA

To promote specific events, the *One-Time PSA* is what you're looking for. This approach is perfect for publicizing special not-for-profit events organized by committees or smaller groups that do not require publicity for their own daily operations.

In the "***Planning Your PSA"*** section of the enclosed ***Producer's Checklist*** please remember to indicate the type of PSA you have chosen

Writing your Copy

Who knows more about your cause than you? Assign a member of your staff or even yourself to create the *copy* or script that will be read to promote your organization, event, or service. As a PSA writer you are given 28 seconds to sell the concept, therefore simple is always better. However, the information you provide will vary depending on the type of PSA you choose to produce. Below we have created a list of *must-have* information for both categories that should be included in your *copy*. For more help, refer to the ***"Copy Samples"*** sheet included in this packet.

Generic PSA

- **Who** The title of your organization or agency
- **Why** The mission or goal of you organization or agency
- **What** Brief list of services you are promoting
- **Where** Address / Location of your organization or agency
- **When** Hours of operation / availability
- **Contact** Phone, mail, email or web address for further details

One Time PSA

- **Who** The title of the event sponsor
- **What** Name of the event; *carnival, picnic, car wash, bake sale*
- **Why** The purpose of the event; *to raise funds, promote awareness*
- **Where** Address / Location of the event
- **When** Hours of event
- **Contact** Phone, mail, email or web address for further details

Once you've completed your copy you have two options for presenting your script;

1. Copy may be read from a written or printed script that you will bring with you
2. Copy may be read from our **teleprompter** which will allow your talent to look directly into the camera without looking down to read the script (*this looks much more professional*)

Your approach will be determined by whether your talent appears "**On-Camera**" or does a "**Voice-Over**". If you choose to appear "On-Camera", we can type your copy into our teleprompter or you may bring a 3½ floppy disk with your script saved as a **Microsoft Word .RTF** file. If you choose to do a "Voice-Over", your talent may read as they normally would because they will not be seen on camera in the final product. The following section ***"Choosing Your Talent"*** will cover this in further detail.

In the "***Writing Your Copy"*** section of the enclosed ***Producer's Checklist*** please remember to indicate "Script" or "Teleprompter "

Choosing Your Talent

When you have completed your copy, choose a spokesperson for your PSA. This person can either appear on camera or read from the written copy without appearing on camera. All talent will be videotaped from the waist up in a seated position therefore considerations must be made to color of clothing, fabric patterns, and fashion accessories. Diction, annunciation, and general vocal presence are equally important for both on and off-camera talent.

On Camera

- Avoid wearing white, red, or black blouses/shirts
- Whites may be worn under a sport jacket or sweater
- Avoid patterns such as pinstripes, herring bone, or plaids
- Avoid shag or angora: they will appear frizzy on camera
- Avoid large earrings, necklaces, or bangles: they will create audio noise and glare
- Avoid heavy lipsticks or lip gloss: will create a heavy glare under studio lighting
- No hats unless directly related to the subject of your announcement.

Voice Over (applies to on-camera as well)

- Clear speaking voice
- Warm and friendly presence
- Good annunciation and dynamics
- Avoid regional accents *(Pahk the cah in the Hahvid Yahd)*
- No "Umm's"

♦ *Rehearse your lines*

♦ *Don't be monotone or boring*

♦ *Talk <u>to</u> your audience, not <u>at</u> them*

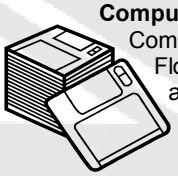
In the ***Choosing Your Talent*** section of the enclosed ***Producer's Checklist*** please remember to indicate "On-Camera" or "Voice Over"

Visuals

At this point you're probably wondering…"what is this thing going to look like?" Well, whether your talent appears on-camera or not, we will need certain visual elements to reinforce the message. For instance, in the case of a "Voice-Over" we will need more visuals to fill the time on screen. Here is where video clips and stills are helpful. In any case we can add your logo, still artwork, or video footage to your finished product by using a variety high-end graphics and video editing equipment. Logos and other images pertinent to your message will add variety to your content and help brand your message allowing viewers to immediately identify your organization.

All visual elements must be submitted at least three days prior to your scheduled PSA Day for processing.

Computer Graphics / Logos



Computer artwork and images from digital cameras can be provided on CD ROM, 3½ Floppy, ZIP Disk or email. When received in advance our staff will work to format your artwork into video graphics suitable for television. If you do not have artwork available to you, we will provide graphics from our own library. Here are some guidelines for providing computer artwork:

- Image formats: JPG, BMP, GIF, TGA, TIFF
- Minimum image size: 640 pixels by 480 pixels
- Image resolution: no less than 72 dpi (dots per inch)
- *Digital Still Camera settings: Hi-Res / High Quality*

All PACTV graphics systems are PC based — Any images created on Macintosh computers must be e-mailed to Donnav@pactv.org or saved on a disc that has been formatted for a PC.

› Footage

s on videotape may be edited into your PSA. When videotapes are received in vance our staff will review the video footage for content and quality. A determination f its use will be made well in advance so alternatives can be explored prior to your scheduled taping date. Here are some guidelines for providing video footage:

- **VHS, S-VHS & Mini DV** are the only formats accepted
- All footage must be taped in "SP" (*standard play mode*)
- Shots must be stable and well composed
- No commercial footage or copyrighted material will be accepted
- Audio quality does not matter—sound from your footage will not be used

All video footage must meet PACTV's technical specifications prior to production.

Stills / Camera Ready Art

Photographs and small posters be scanned into our graphics system for use in your PSA as well. Here are some guidelines for providing video footage:

- Photos cannot exceed 8x10 inches
- Posters/Flyers cannot exceed 8½ x 11 inches
- No letterhead or business cards
- Printed artwork should be no smaller than 4x6 inches
- All items must arrive unfolded and/or unwrinkled

In the ***Visuals*** section of the enclosed ***Producer's Checklist***, please remember to indicate which elements you will be submitting.

Copy Examples

Career in Human Services — Generic PSA

Tired of the 9 to 5? Looking for a challenging and exciting work environment?
Would you like to feel that your work is meaningful?
Perhaps the field of human services is right for you!

Several of the top human service agencies in your area are seeking help in all aspects of this challenging and exciting field. To learn more about how you can get involved and
help Support people with disabilities live their lives contact the
Department of Employment and Training at: 508-555-1111
Or stop by the Plymouth Industrial Park Office

{7 second tag at end with title, location, and contact info}

Human Services Job Fair — One-Time PSA

Tired of the 9 to 5? Looking for a challenging and exciting work environment? Would you like to feel that your work is meaningful? Perhaps the field of human services is right for you!

Help Support people with disabilities live their lives…

The Department of Employment and Training is sponsoring a Job Fair on February 24th from 12pm to 4pm. Stop by and meet with some of the top human services agencies in our area. This is your opportunity to get more information about this challenging and exciting field.

{5 second tag (graphic) at end with event title, date, time, and contact info}

Producer's Checklist

Planning Your PSA

- ☐ **Generic**
- ☐ **One-Time**
  Valid Through: _____
  Date to discontinue

Writing Your Copy

- ☐ **Script (bring on paper)**
- ☐ **Teleprompter**
  - ☐ On 3½ disk (.rtf file)
  - ☐ On paper

Choosing Your Talent

- ☐ On-Camera
- ☐ Voice-Over

Visuals

- ☐ **Video Footage**
  - ☐ On VHS
  - ☐ On S-VHS
  - ☐ On Mini DV
  - ☐ Other _____
- ☐ **Computer Graphics / Logos**
  - ☐ On 3½ disk, CD Rom, or Zip 100
  - ☐ Will send via Email
- ☐ **Still / Camera Ready Art**
  - ☐ Photographs (no more than 5)
  - ☐ Print Artwork
  - ☐ Slides

PACTV PSA Days are provided as a public service to local non-profit, community, and civic organizations. All PSAs are produced under the direction and guidance of the PACTV production staff. Due to strict time constraints, a 28 second limit is applied to the overall length of all PSAs. In addition to random placement throughout PACTV's original programming line-up, a 30 minute showcase of all recently produced PSAs will be assembled by the PACTV production staff. These compilations will allow producers to see their PSAs along with many others in a designated timeslot.

Dubs for cable advertising, marketing, etc.

There are no fees for the production or playback of your PSAs on PACTV's Public Access Channel. However, if you require dubs for extended cable advertising, marketing, or other purposes, the following rates apply:

Cable / Marketing Dub	**$50.00**
Personal VHS Copy	**$15.00**

Submitting your materials

All materials listed on this checklist must be submitted no later than three days prior to your scheduled PSA Day. All items are subject to a quality inspection by the PACTV production staff before they can be used in your PSA. Producers (you) will be notified in advance if any technical problems arise. You may include your instructions or questions regarding the treatment and manipulation of you visuals on the back of this form. You may also contact us directly with any questions.

Please submit all materials to:

PSA DAYS C/O PACTV
130 Court Street—Rear
Plymouth, MA 02360

Email: Donnav@pactv.org
Subject: PSA Days

Applicant's Name / Organization Name _____

Address _____

City / Town _____ State _____ Zip _____

Telephone _____ Email _____

PACTV
PLYMOUTH AREA COMMUNITY TELEVISION

YOUR VOICE YOUR VISION YOUR CHANNEL

www.pactv.org Volume Ten Issue Three Summer 2006

Contact Us:

Mailing Address:
130 Court Street Rear
Plymouth, MA 02360

Phone: **(508) 830-6999**

Fax: **(508) 830-9666**

Email: **info@pactv.org**

Website: **www.pactv.org**

Hours of Operation:

Monday	10 a.m. – 10 p.m.
Tuesday	10 a.m. – 6 p.m.
Wednesday	10 a.m. – 10 p.m.
Thursday	10 a.m. – 10 p.m.
Friday	10 a.m. – 10 p.m.
Saturday	10 a.m. – 2 p.m.
Sunday	**CLOSED**

Board Members
Michael Girellini, President
Phil Walters, Vice-President
Maryellen Ward, Secretary
Kenneth Heckman, Treasurer
Bruce Allen
Tom O'Brien
Alex Perez
Ric Cone

PACTV's Mission Statement

PACTV, a not-for-profit membership based organization provides P.E.G. (Public, Educational and Government) Access services and a public forum for its communities. We provide media training, facility and channel access to promote media literacy so that the communities may exercise their First Amendment Right to free speech.

New Members and Officers on the PACTV Board of Directors
Nancy Richard, Executive Director

On April 26, the PACTV Board of Directors met to seat new board members and elect new officers. The new PACTV board members are Alex Perez, Executive Director of the ARC of Greater Plymouth and Ric Cone, who was elected chair of the Advisory Committee at its April meeting. Both of our new board members come with a wealth of community organization knowledge that will help steer PACTV in the right director in the next few years. We're delighted to welcome them both to the board.

Leaving the board after six years of service are Heidi Mayo and Bill Martin. Heidi served as President of the board and Bill served as Vice-President. Also leaving the board after serving two years as chair of the Advisory Committee is Greg Simoneau. Thank you to all three of our former board members for their dedicated service to the organization.

The board elected the following officers to serve for the next year: Mike Girellini - President, Phil Walters – Vice-President, Maryellen Ward – Secretary, and Ken Heckman – Treasurer.

As members of PACTV, the board and staff invite you to become part of the Advisory Committee. Meetings are held monthly. The Advisory Committee serves as a voice for the members. Your chair brings your issues and concerns to the board for discussion. We're also interested in hearing what we are doing right so we can keep on doing it. The Advisory Committee also takes on projects to evaluate and improve PACTV's existing member services. This year, the committee was instrumental in restructuring the PACCIE awards process. In previous years, they've conducted member surveys and planned events. For more information about Advisory Committee meetings and events, contact Ric Cone at (508) 746-1014 or email him at yoko@thecia.net. You can also get in touch with him by leaving a written message with anyone on the PACTV staff.

What's inside...

p 2 - Crew Calls; Holiday Office Schedule
p 3 - Infectious Enthusiasm
p 4 - Summer Video Camps are Back!
p 5 - PACTV Programming Schedule
p 6 - Non Linear Upgrade
p 7 - New Programs coming to Channel 13
p 7 - The Gallery @ PACTV

Welcome to our newest members:
Gene Chambers, Tim Hovey, John Doonan, Sunsue Fleming, Gail Mihalec, Richard S. Phippen III, Benjamin Phippen, Stephen Brophy, Thomas Dimino, Timothy Pawlowski

Below is our schedule for the week of July 3-8, 2006.

Please note the changes for this week.

Monday July 3, 2006
~Closed~
Independence Day Holiday/ Parade Set-up

Tuesday July 4, 2006
~Closed~
Independence Day Holiday Parade Coverage on Ch. 13

Wednesday July 5, 2006
Open 10 am - 10 pm

Thursday July 6, 2006
Open 10 am - 3 pm

Friday July 7, 2006
~Closed~
Staff attending the ACM Conference in Boston

Saturday July 8, 2006
Open 10 am - 2 pm

PACTV ADVISORY COMMITTEE

The PACTV Advisory Committee is a group of interested PACTV producers and community members who keep their fingers on the "pulse" of PACTV. They report to the Board of Directors and assist all of us in staying up to date with the needs of our members and our communities.

The Advisory Committee is also the group that assists in sponsoring membership activities such as holiday parties, membership gatherings and open houses for the community.

At the next meeting we will ask members to nominate a new chair for the Advisory Committee. If you would like to serve or know someone who would, please come to the meeting or contact Carol McGilvray. All members are invited.

The next meeting will be Monday August 7, 2006 6:30 pm in the PACTV Gallery

Crew Calls

Plymouth Special Town Meeting-Monday June, 26, 2006 7:30 pm at Plymouth North High School

July 4th Parade-Tuesday July 4, 2006
If you're interested in helping, call Carol or Dave.

Kingston Kids Care: This new Talk Show about kids and produced by kids is looking for help with linear editing. If you would be interested in helping out this crew, please call Carol.

The Good, The Bad and The Uugggly is looking for people to help crew their live talk show on Friday nights. If you're interested, call Carol.

Help the community stay informed! We are seeking volunteers to be trained on the robotic equipment in Plymouth and Kingston town halls. Trained volunteers will be called on to assist in covering local government meetings for PACTV's government channels. For more information, contact Dave Antoine, Government Coordinator at the studio or email Dave@pactv.org

Staff:

Nancy Richard, Executive Director
Dan Rodriguez, Director of Operations
Melissa Matinzi, Administrative Coordinator
Donna Vecchiarello, Outreach Coordinator
Carol McGilvray, Programming and Membership Coordinator
Dustin Fleming, Production Coordinator
David Antoine, Government Access Coordinator

Membership Info:

Individual Membership: $30/year
Youth/Senior Membership (under 18/over 62): $15/year
Family Membership (up to 4 family members): $60/year
Lifetime Membership: $120/year
Non-Profit Group Membership: $75/year
Business Group Membership: $100/year

Non-profit and Business Group memberships include 3 people. Each additional member is $15 per person, no limit.

Infectious Enthusiasm
Dan Rodriguez

As an instructor, there are few things more gratifying than watching a new group of students roll up their sleeves, sink their teeth in and take flight like the crew of "Seniority" has. One week after completing their Basic Studio class, this team was off and running. The interesting part is that almost the entire class jumped on board to help produce this show that started out with only two people: Robbie Haigh and Deb Zona. An open door approach to the project has inspired our members to get involved and take the opportunity not only to sharpen their skills but also to contribute to a worthy project.

Holding regular production meetings, maintaining solid communications and always exploring creative elements like lighting and graphics design are the norm for this group. Team members Tom Bolus, Pat Harper, Chip Locketti, Ilene and Jeff Hills make up most of the regular crew – and they mean business. The result is a polished, consistent program that provides an import service to our senior community members.

Over the eight years I've been training here at PACTV, I've watched several programs develop into the model example of a successful and effective studio production. By promoting hard work, showing respect for the process and their teammates and sharing an infectious enthusiasm for the mission, Seniority is a project I proudly count among those models.

Keep up the great work!

PACTV's Donna Vecchiarello assists Paula Fredo of Destination Plymouth, and Jim Baker prepare for a segment on Destination Plymouth's new show, Eye On Tourism.

Our next scheduled Orientation is Wednesday August 30, 2006 at 6:30 pm.

Classes for the fall will resume the second week of September.

Plymouth Independent Film Festival 2006

Thursday July 20 – Sunday July 23, 2006

Film and video are modern and powerful creative mediums. Film entertains, educates, enlightens and can inspire us into action. The 2nd Annual Plymouth Independent Film Festival, July 20, 2006 through July 23, 2006 will host filmmakers from near and far through screenings of unique, powerful and creative films. In addition to a variety of Independent screenings, they will highlight films focused on environmental and social issues – their two permanent yearly themes. The festival will also host a variety of related media and technology workshops, special performances and events, and FREE outdoor waterfront screenings - all promoting and integrating local tourism and commerce, while celebrating Plymouth's own history, culture and arts.
Festival goals include:

- To entertain, enlighten and inspire audiences
- To build on the success of the 2005 festival
- Attract great, unique and powerful films
- Promote cultural diversity and environmental awareness through film, arts and culture
- Promote education through film, workshops and interaction

The PIFF Board and Festival staff encompasses talented and respected business and cultural leaders in Plymouth County who have extensive experience with film, video, multimedia, performance, events production and project management.

They need many volunteers to assist during the festival days from July 20 – July 23. Monitor screening rooms, work Green Room, assist workshop instructors, manage projection systems and work at ticket sales, among many other opportunities. Shifts range from 4-8 hours.

In exchange for services, volunteers receive special passes to film screenings, workshops, parties and special events. Please contact **lisa@plyfilmfest.org** for more information on how you can participate. For more information about the festival and special events in the months of June and July, visit www.plyfilmfest.org

PACTV Summer Video Camps
Melissa Matinzi

Once again, PACTV is offering Video Camps for the summer. In 2 one-week sessions, youth will learn everything about what it takes to put together a short film and a news magazine show.

The first camp is on **Digital Film Making** for youth ages 9-12 and will be held August 7-11, from 10 am to 3 pm. In this session, students will act as a production crew on a short science fiction/action film. Instruction in script writing, acting, digital cinematography, lighting, sound recording, offline editing and shooting for special effects will be included in this workshop. Students will learn the importance of teamwork and organization in a creative, fast paced environment. Daily production meetings, hands on training with state of the art equipment and making important editing decisions will also be a part of this fascinating and exciting experience. The film will be debuted on PACTV CloseUp on August 24th.

The second session, **Kids CloseUp Camp**, will be held August 14-18 from 10 am to 3 pm. Here, students will be trained in key aspects of news videography, field audio recording, interview techniques, on-cameral presence, offline editing and script writing. Students will produce their own 5-10 minute news segments to be assembled into an official edition of PACTV CloseUp that will debut on August 24th. The class will be divided into 3 teams to produced segments on the following topics:

- **Segment 1: Municipal**-a 5 minute segment regarding a town or school related matter
- **Segment 2: Non-Profit**-a 7 to 10 minute segment showcasing a local non-profit agency
- **Segment 3: Profile**-a 3 to 5 minute segment featuring the Film Making class and a behind the scenes look at the process
- **Segment 4: Film Making class project**-the debut of the short film produced earlier by the PACTV Film Makers Camp

This is a fantastic opportunity for budding filmmakers, aspiring journalists and any youth interested in the production process to see what is really involved and to learn how to work in a team environment. The cost of each camp is $175 per participant and each class has a maximum capacity of 12 students. Applications are available at the station and are taken on a first come, first served basis, so be sure to sign up early.

"Connecting Communities"
The 2006 Alliance for Community Media International Trade Show and Conference
July 5-8 at the Park Plaza Hotel in Boston.

This is a great opportunity for members to meet other producers and access center staff from around the country, exchange ideas, and see how you can affect change locally and globally. You can also find out the latest information about what's happening on Capitol Hill regarding National Video Franchising legislation that will directly affect us all. This is an event not to be missed, especially since it's in our own "backyard". For more information and to register before it's too late, visit **www.alliancecm.org** or **www.acmboston.org**.

Gear Update
Dan Rodriguez

Set-top DVD Burners

Thanks to the fund drive conducted by members Ken Buechs and Ric Cone throughout March 06' and the following months, real-time Panasonic DVD burners have been purchased for Control Room A and Control Room B. Both rooms will have the units installed by June 17th. These VCR-style DVD recorders will allow members to record their "live-to-tape" programs directly to DVD-R/+R R/RW and Dual Layer (2 hour) DVDs. Multiple sessions can be recorded on a single DVD-R or +R allowing users to include more than one program/project on a disc. Once a disc is full or you have recorded all you need to on a disc, the DVD can then be finalized for playback on other machines. Finalized DVDs can then be duplicated on our nonlinear systems like any other DVD. This will be useful for creating backups of your programs and high speed copies for distribution to other studios.

Members can ask any of our production staff for a walk through on using these units. Our thanks to Ken and Ric for their hard work and to all of you who donated the funds to give our members this valuable option.

4th of July on PACTV

Again this year, you can catch Plymouth's 4th of July parade on PACTV's channel 13. We will be bringing you live coverage of the parade from our waterfront location, across from Cole's Hill and Brewster Gardens (what we now affectionately call "Camp PACTV"). Coverage will begin at 10:00 am and returning as our hosts this year are Chuck Nilosek and Melissa Matinzi.

Crew call will be at 8:30 am. If you're interested in helping with the production and getting a good spot to see the parade, give us a call at the station and let us know you'd like to lend a hand. And if you just happen to be in the area, feel free to stop by and say "hello".

We would like to thank Brockton Community Access for letting us borrow their production truck for the event, and also Quintal Brothers for providing a space for us to garage the truck. Their assistance and support is very much appreciated and makes it easier for us to do our job.

Channel 13 Programming Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10:00am	Community Bulletin Board (CBB)	What's Cookin' Put it on the Burner	Psychic Encyclopedia	The Time is Now	The Time in Now	CBB	The Time in Now
10:30am				CBB		Toukon Retsuden	
11:00am			New Hope	Americans Speak Out LIVE	Senior Health Today		New Hope
11:30am		Gallery Spotlight			In Search of Lord's Way		
12:00pm		CBB	Special	Allen's African Adv	This Old Towne		CBB
12:30pm		This Old Towne	Grow It!	Pot-Pourri	Video Sports Page	CloseUP	CloseUP
1:00pm		Freedom's Voice	CBB	The Wrestling Scene	CBB	CBB	Living our Faith
1:30pm			Special		Gallery Spotlight	CBB	CBB
2:00pm		Army Newswatch	CBB	Care Care 101	CloseUP	Starcreations Theater	Starcreations Theater
2:30pm	Portugues Around Us	Cooking with Marie	CBB	CBB	Jim Pillsbury		
3:00pm	NASA	First Baptist Church	Fresh Start	Physician's Focus			
3:30pm	Home Chapel		Seniority	CBB	Cooking w/Georgia	CBB	Jericho
4:00pm		Special	Special	Special	Special	CBB	Practical Theology
4:30pm	Gallery Spotlight					Cooking with Marie	
5:00pm	Freedom's Voice	Karen & Company	The Time is Now	The Time is Now	Intro to Tai Chi	Special	Living our Faith
5:30pm		Seniority	CBB		Gallery Spotlight		Special
6:00pm	What's Cookin' Put it on the Burner	New Hope	Americans are America	In Search of Lord's Way	Curtain Call		Church of the Pilgrimage
6:30pm				Senior Health Today			
7:00pm		Special	Allen's African Adv.	CloseUP	The Good, The Bad & Uuuggly Show LIVE	CloseUP	CloseUP
7:30pm	Karen & Company	Grow It!	Pot-Pourri	Video Sports Page		Video Sports Page	Video Sports Page
8:00pm	CBB	Psychic Encyclopedia	Car Care 101	This Old Towne	Toukon Retsuden	NE Outdoor Life	Bands in Review
8:30pm	Gallery Spotlight		NE Outdoor Life	Karen & Company		Special	
9:00pm	This Old Towne	CBB	The Wrestline Scene	Jericho			Special
9:30pm	True North	The Good, The Bad & Uuuggly Show		CBB			
10:00pm	Metal Storm		Mark Lord Special K	Americans Speak Out	FM Video	Toukon Retsuden	
10:30pm		Bag 'O Movies					Toukon Retsuden
11:00pm		Greg Simoneau Show		CBB			
11:30pm		Grow It!					
12:00am	CBB	Psychic Encyclopedia	CBB	CloseUP	Good, Bad & Uuugly	Starcreations	

Channel 14-Kingston Government
Silver Lake School Committee: Mondays at 7:30 pm
Kingston Board of Selectmen: Tuesdays at 7:00 pm (live) - when applicable
Friday through Sunday at 8:00 pm Saturday and Sunday at 12:00p m

Channel 15-Plymouth Government
Plymouth Advisory & Finance: Mondays at 7:30 pm
Plymouth Planning Board: Thursdays at 7:30 pm
Plymouth Board of Selectmen: Tuesdays at 7:30 pm (live) - when applicable
Friday through Sunday at 8:00 pm Saturday and Sunday at 12:00 pm

Who's Talking with Rep. Tom O'Brien:
Mondays & Wednesdays at 6:00 pm
Tuesdays & Thursdays at 11:00 am
Beacon Hill Forum with Rep. Vinny deMacedo:
Tuesdays & Thursdays at 6:00 pm
Wednesdays & Fridays at 11:00 pm
Jeff Perry Report: Fridays at 6:00 pm

Paula Fredo and Paul Cripps of Destination Plymouth take a break while shooting Eye on Tourism. For more about this new show from the Destination Plymouth organization, see page 7.

A Note From Ric Cone
Chairman, PACTV Advisory Committee

I am excited to represent the membership. I really hope that all members feel free to come to our monthly advisory committee meetings and participate. One of my objectives is to gain more involvement from the members. My mission is to ensure that the opinions and views of every PACTV member and producer is represented freely to the Board of Directors. I think the advisory committee is crucial to PACTV. It bridges the gap between the members (creative and community aspects) and the board of directors (business aspect). We are all working towards making a PACTV an even better place than it already is. I hope that members will come to the next Advisory Committee Meeting to share their ideas and find out how they can get involved. August 7th will be the next meeting. I hope to see you there!

The Advisory Committee will meet the first Monday of every month at 6:30pm in the PACTV Gallery starting in August.

If you would like to email Ric, his email address is yoko@thecia.net

Non Linear Upgrade
Dan Rodriguez

Once offered as an alternative to traditional tape-based editing, nonlinear editing has now become the only viable solution for field production and soon will be a required skill for any video project. As the industry has moved closer toward tape-less solutions ,we have managed to cautiously stroll along behind the technology bandwagon and keep an eye out for reasonable options to present themselves to our end of the market. Thus far we've done rather well.

However, since the aggressive Hi Definition push our slow migration to DV-based production has gained significant momentum. ½" solutions like VHS and SHVS have fallen off the map and are scheduled for immediate extinction. DV cameras and VTR options are narrowing down to a select few. While manufacturers compete to release the latest HDV and HD solutions for the broadcast and film market, we're left with a limited line of DV-based equipment, most of which has been around for several years. So, unlike the days of BetaSP and DigiBeta when DV was king for the little guys, DV's place in the food chain nowadays more closely resembles VHS in the 90's.

Here's where the chicken and the egg thing comes into play. Much consideration has gone into the order that equipment and training changes should be made. A governing factor in all of this is the volume of users/trainees versus available workstations. Up until now we have had only two nonlinear workstations available for members and class instruction. Nine to twelve hours a week, each system is dedicated to training sessions leaving producers/editors with a limited number of hours to book for their projects. So here's our approach to the problem:

The existing nonlinear suite will be upgraded as the **Non Linear Lab** and expanded to include:

- 4 high powered laptop workstations with DVD burners
- 4 MiniDV VTRS
- 4 sets of stereo headphones
- 8 firewire hard drives
- All systems will be configured Windows XP and the new Adobe Production Suite of programs including Adobe Premiere Pro 2, Photoshop CS2, Illustrator CS2, Encore 2, Audition 2 and After Effects 7

The current nonlinear tower workstations (2) will be moved into the unused **NLE Suite** next to the kitchen and upgraded with:

- Faster motherboards, Intel P4 Processors and 1 gig of RAM
- 1 widescreen LCD monitor (no more split monitor displays)
- New stereo headphones
- Desk mounted boom microphones for hands-free voice-overs

The upgrades will take place between July 27th and 29th and will render the existing nonlinear systems unusable for that time. So, book you edit sessions accordingly. To launch this upgrade effectively we cannot deviate from this schedule. No exceptions. Once the changes are made and systems in place, members already certified in nonlinear editing are invited to register for the Adobe Studio orientation on the following dates:

- Tuesday, August 1st – 6pm to 9pm
- Thursday, August 3rd – 6pm to 9pm
- Saturday, August 5th – 11am to 2pm

Starting August 7th, members will be able to book edit time in the **NLE Suite** whenever we're open. The **NLE Lab** will be reserved for classes and used as an alternative to the NLE Suite when those systems are not available. Nonlinear classes for new members will be announced at the beginning of August and will begin in September.

Expanding digital production classes and increasing facilities has been a long time goal of ours. We look forward to offering the new classes and expanded training come September.

Government Access
David Antoine

One of the features in the government division here at PACTV, is the use of something known as Robotic Remote. The Robotic Remote is essentially a mini-control room, located both at the Plymouth Mayflower room and Kingston Town House room 200. This feature provides a single user with the capability to direct a meeting from another room, adjacent to the meeting rooms. Here a user has the opportunity to monitor the audio and video through the use of easy to understand panels. The Robotic Remote has recorded many meetings such as Selectmen and Planning Board, right to your television sets for you to watch.

The cameras in the meeting room are strategically placed opposite each other, so to encompass the whole room. You may recall seeing these cameras in a department store, disguised as black bubbles within the ceiling. With the use of the camera panel, you can create a variety of preset shots, using these cameras to diversify the angles. Functioning as a one man control booth, the Robotic Remote is a wonderful addition that has benefited both PACTV and the communities of Plymouth and Kingston.

We're looking to expand our user pool and help familiarize the Robotic Remote to our membership. This is great training experience for those who want to broaden their knowledge of broadcasting technology, in an easy to understand atmosphere. A staff member will personally train members in a step by step process.

If you're interested, please notify myself, Dustin or Carol and we can get you started on how to enhance your skills as a director.

2006 Gallery Schedule

July 10th-August 4th	**Jack Witol** "Manomet Motifs"
August 7th-Sept. 8th	**Robert Leaver** Sculpture
Sept. 11th-Oct. 13th	**John Sullivan** Artwork celebrating Ellisville
Oct. 14th-Nov. 17th	**Francine Laterza-Bortzfield** "A Guy's Guide to WWII"
Nov. 18th-Dec 22nd	**Ric Cone** Abstract Expression

The Gallery @ PACTV is open to area artists. Shows are now being scheduled for 2007. For more information or if you or someone you know would be interested in exhibiting in the Gallery @ PACTV, please contact Donna Vecchiarello at (508) 830-6999 or by email at donnav@pactv.org.

And don't miss "Gallery Spotlight" featuring the in-gallery artist each month on PACTV-check listings on Channel 13 or at www.pactv.org for weekly cablecast times.

Thank you,
Donna, Gallery Coordinator
Dustin, Producer, Gallery Spotlight

Behind the Screens
Carol McGilvray

New Public Access Programming on Channel 13

There is a new in-area program on Tuesday nights at 5:30pm. SENIORITY is a program produced by two members of the Plymouth Council on Aging, Robbie Haigh and Deb Zona. Tom Bolus is also on board. They have a great crew and welcome members to stop by and help out or for newer members to just sit and watch. Seniority is recablecast on Wednesdays at 1:00am and 3:30pm.

There are several out-of-area programs that have come back to Channel 13. Three religious/spiritual programs being cablecast are: IN SEARCH OF THE LORD'S WAY (Thursdays at 6:00pm and Fridays at 11:30am), JERICHO (Thursdays at 9:00pm and Sundays at 3:30pm), and LIVING OUR FAITH (Sundays at 1:00pm and 5:00pm)

The out-of-area program IT'S EASIER THAN YOU THINK out of Austin, Texas has a new name, COOKING WITH MARIE. It can be seen on Tuesdays at 2:30pm and Saturdays at 4:30pm

Plymouth Rock, on the historic waterfront

Focus On ...Plymouth
Donna Vecchiarello

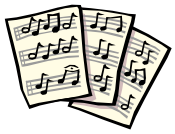
PACTV welcomes Destination Plymouth to its government programming schedule.

Destination Plymouth is a non-profit organization dedicated to the growth of hospitality and tourism in the Town of Plymouth. Destination Plymouth's mission is to fully market Plymouth as a vacation destination and to provide and ensure optimal visitor services

Destination Plymouth began in 1992 as a co-operative venture between members of the hospitality and tourist industry in Plymouth, MA and the Town of Plymouth. Pooling resources together, these businesses and the town formed an alliance for the purchase of advertising space for promoting Plymouth, MA and all of its attractions, the lodgings, restaurants, retail shops, and other traveler useful information.

By producing a program on PACTV's government channel, Destination Plymouth will be highlighting the importance of the tourism and hospitality industries in our community as well as introducing us to the people and places that make Plymouth the destination of choice for people from around the globe.

Keep an eye on the programming schedule for **Eye On Tourism** - the first episode will be airing in June!



Local Music on PACTVs Community Bulletin Board

July's Artist of the Month is AGRO. A member of the band is a PACTV member, Pat Harper. He is joined by Andrew Greene, Dave Dragor, Chris Moore, Joe Bendik, Gilligan Strump, Tad Blackmore and Doug Bruce. Many of the selections that will be played are from their CD called, AGRO SHAPES.

PACTV is always looking for new local artists to showcase their music. All that is needed is a CD of original music and a completed "Local Music" form (visit our website www.pactv.org). Viewers who tune in to Channel 13, 14 or 15 in between programming will hear your music playing while watching the community bulletin board.

For more information, email Carol at carolm@pactv.org or call (508) 830-6999.

PACTV
PLYMOUTH AREA COMMUNITY TELEVISION
130 Court Street, Rear Building
Plymouth, MA 02360

Shrewsbury Media Connection Home

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- Daily Schedule
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Frequently Requested Documents

To Join Town Department Email Lists, Click Here!

Shrewsbury Media Connection

- Membership
- Classes
- Equipment

Classes and Workshops

Membership

Call the SMC Production & Training Coordinator at (508) 841-8650 for information on classes.

Before you are allowed to use all SMC facilities and services including classes, equipment, and channel time on a non-discriminatory, first-come, first-serve basis, you must adhere to the following **rules**:

- Any Shrewsbury resident, employee of the Town of Shrewsbury, or person who is a member of, or affiliated with a Shrewsbury-based 501c3 organization is qualified to become a SMC member.

- One must also take an Orientation session (which are scheduled monthly, or can be scheduled for individual sessions).

- One must read and sign the Agreement with SMC Policies and Guidelines on the Membership Information Form. (All persons under the age of 18 must have their parent or guardian consent and co-signature on all SMC forms.)

- Basic classes are **FREE**, but some advanced classes may have a small fee. Any member wishing to become a SMC equipment user must either prove competency or take a SMC training class to be certified. Persons under 18 must obtain written permission from a parent or guardian to use SMC facilities and equipment.

Classes

The basic classes at SMC are FREE. Some advanced classes may have small fees. Any member wishing to become a SMC equipment user must either prove competency or take a SMC training class to be certified. Persons under 18 must obtain written permission from a parent or guardian to use the SMC facilities. Scheduled class times are 7:00pm to 9:00pm unless otherwise noted. Call ahead to reserve your class. With any group of three or more, a special class can be scheduled to suit your needs.

Orientation

Interested in finding out what Public Access television is all about? Do you want to see your Public Access facility? Then, join us for a brief session that will enlighten you as to what Public Access is, what SMC has to offer, and how you can access the power of television. Orientation is required before enrolling in a SMC class. Orientations are scheduled on a one to one basis

Basic Field Production

This comprehensive 2-session course includes orientation to media, access and the SMC facilities. Training in single camera digital video production including: scripting, storyboards, camera use, shooting techniques, lighting, audio and digital video editing. The course will enable participants to produce programming for cablecast on public access Channel 28. Orientation is a pre-requisite.
May 3 & 10

Basic Studio Production

This is an introductory 3-session course on the basics of operating cameras, recording sounds, technical directing, managing a production, and the use of Scala graphics in the SMC studio. You will get hands-on experience during class. This course will enable participants to produce programming for cablecast on public access Channel 28. Orientation is a pre-requisite.
May 24, 31 & June 7

Advanced Digital Editing

Major Development Opportunity

Allen Property

This 3-session course will cover all of the features of Apple's Final Cut Pro software as well as advanced compositing and graphic techniques and the creation of DVD's. Pre-requisite is the Basic Field Production Class.
June 14, 21 & 28

Kid Vid
Introductory 3-session class on the basics of putting together a television production. Students will produce a finished product to be cablecast on public access Channel 28. Class size is limited and only for children 11-13 years old. Not only does SMC teach you how to use the equipment, but they also incorporate media literacy training in an attempt to make the students more understanding of what TV images are trying to convey. If your child is looking for a new and creative way to express themselves, SMC is the place to learn to create and decipher television messages instead of just being part of the "captive" audience.

Equipment

Editing, studio and equipment usage continues to grow and technology changes. Please remember to call 508-841-8650, or come in to the SMC center to reserve equipment, edit room, control room, studio and channel time, to be sure that it is available when you need it.

Do not drop off equipment without speaking to staff. Sign in and out with staff when using the edit room, control room, or studio.

Programs must be dropped off with a tape drop off slip 3 workdays in advance of playback, or speak to staff to assure proper playback date.

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For more inquiries or information contact us at 508-841-8650.

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Introduction

A franchise to build a Community Antenna Television (CATV) system was awarded to Shrewsbury's Electric Light Plant (SELP) in 1983. SELP, a municipally owned and operated electric utility since 1908, established Shrewsbury's Community Cablevision (SCC) as the cable department. In 2004 SELP became known as Shrewsbury Electric Light and Cable Operations or SELCO. As part of the cable franchise, SELCO provides Public, Educational and Governmental (PEG) Access. Access is provided through Shrewsbury Media Connection (SMC) formerly known as Shrewsbury Public Access Connection (SPAC) by a staff dedicated to community programming. SMC is a membership-based organization with a five member Advisory Board, which meets regularly with SMC's Community Programming Manager to provide input to goals and objectives, the annual budget, and policy related issues. All community programming activities and facilities are popularly known as SPAC.

SMC will provide residents or employees of the Town of Shrewsbury or person who is a member of or affiliated with a Shrewsbury-based 501c3 organization, who has completed a SMC orientation and who has signed the Agreement with SMC Policy and Guidelines for Membership Form, training in the uses of TV production equipment, access to production resources and time on the PEG access channels free of charge. These resources are available on a non-discriminatory, first-come, first-serve basis for the production and presentation of programming by and for the Shrewsbury community. All uses of SMC facilities shall be for non-commercial purposes. Exceptions may be made at the discretion of SMC's Community Programming Manager.

SMC's studio/office:

15 Parker Road
Shrewsbury, Massachusetts 01545
PHONE (508) 841-8650
FAX (508) 841-8651
Website: http://www.shrewsbury-ma.gov/Index.asp

SHREWSBURY MEDIA CONNECTION

POLICIES & GUIDELINES

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SHREWSBURY MEDIA CONNECTION

Policies & Guidelines

Mission Statement

To build community, empower the individual,
and ensure First Amendment expression
through the utilization of cable television technology.

To this end SMC will:

- Continue to provide the community with a state of the art facility and access thereto;
- Aid and educate community members to achieve their programming goals;
- Assist the community in developing critical viewing skills;
- Encourage producers to continually develop their technical and aesthetic skills;
- Maintain a strong presence throughout the community;
- Continue outreach to all segments of the community, encouraging individuals and organizations to create a diversity of programming that expresses their unique perspectives;
- Advocate the creation of programming that supports the free exchange of ideas and encourages public discourse;
- Maintain an environment which encourages collaboration and cooperation within the community.

I. Membership

A. Any resident, employee of the Town of Shrewsbury or person who is a member of or affiliated with a Shrewsbury-based 501c3 organization, who has completed a SMC orientation and who has signed the Agreement with SMC Policy and Guidelines for Membership Form shall qualify for membership in this organization. Members prior to June 17, 1998 shall retain existing membership status and privileges.

1. Voting Members are residents, employees of the Town of Shrewsbury or person who is a member of or affiliated with a Shrewsbury-based 501c3 organization who satisfies the qualifications listed above.

2. All others as defined above shall be non-voting Members.

3. Temporary membership status can be obtained by any individual who successfully petitions the SMC Manager (or who has been deemed suitably competent by the SMC Manager) who satisfy the qualifications listed above may be a non-voting associate member. This status is awarded for a limited period of time for the completion of a specific project.

B. Membership privileges allow you to become a SPAC Community Producer and gain access to production resources, training, or channel time. You may not misrepresent yourself as an employee of SMC and do not have the ability to speak for SMC. Such actions may result in a suspension of equipment privileges. You are an individual/producer independent of SMC and are responsible for your own actions and/or programming.

C. Orientation sessions will be scheduled regularly throughout the year. Individual one-on-one orientations also take place regularly with SMC staff. At this session, participants will be given a Membership Information Form (MIF) and a copy of these Policies and Guidelines. Signature on MIF constitutes agreement with these policies. The signed MIF must be returned to SMC before member privileges are granted. All persons under the age of 18 must have their parent's or guardian's consent and co-signature on all SMC forms.

D. Members will be entered into SMC's database.

II. Programming for SPAC TV-33

SMC is responsible for the administration of **SPAC CHANNEL 33** for Public Access, **SETV CHANNEL 34** for Educational Access, **SGTV CHANNEL 35** for Governmental Access. Any member may request channel time for the presentation of programming they produce themselves, produced elsewhere or from accessible satellite downlinking on the public access channel SPAC TV 33. ***See Section on SETV 34 and SGTV 35 for details on programming requirements for Educational and Governmental channels***.

A. Time Slots

1. Program time slots for the access channel are available on a first-come, first-serve basis. Series are encouraged. To place **LIVE or previously recorded** programming on the access channel, submit Cablecast Request and Indemnification Form (CRIF) a minimum of ten days (and media **at least** three weekdays) prior to the cablecast date, unless approved by the Programming Coordinator. Requests may be made no more than 10 weeks prior to cablecast.

2. Requests for time will be honored within the constraints of scheduling as well as staff and equipment availability. No more than 8 showings per week may be requested at various time slots and only one showing is firm. Prioritizing requested time slots is suggested.

3. SMC holds the right to pre-empt scheduled programming if necessary.

B. Prime Time

Prime time is defined as any time between the hours of 5:00 p.m. and 10:00 p.m. An individual may **request** two prime time playback opportunities, per show, per week.

C. Series

A series is considered to be at least four new programs cablecast on a regular basis. Time slot may be requested on a yearly basis in order of preference. Series must meet all of the following conditions and Media submissions (See D.):

1. Consistent use of time slot with new material. Program may run twice in same time slot.

2. A total of eight time slots (may include 2 prime time) may be requested per week**.**

3. Each program **MUST** meet the established running time. Overtime is unacceptable. Episodes that fall short **MUST** be filled with other material.

4. Series time slot may be revoked after 30 days without new material or violation of above criteria.

5. Series time slots must be re-requested on a yearly basis unless approved by the Programming Coordinator.

D. Requirements for Program Submission

1. SPAC standards for playback include a one-minute pre-roll immediately preceding the show and one minute following (NO DEAD AIR) unless approved by the Programming Coordinator. Producers may fill this with:

a. 30 seconds black, 20 seconds color bars and tone, 10 second countdown
b. Black
c. Information slate or station I.D.

II. Programming for SPAC TV-33 Continued

D. Requirements for Program Submission continued

2. Shows may be submitted in these media formats:

a. 1/2" VHS in SP mode only
b. S VHS in SP mode only
c. Mini-dv
d. DVD

3. Media must be of high quality and in excellent condition compatible with SPAC playback system. This may entail purchasing specific media from SMC sold at/or near cost.

4. Shows must be rewound or set to the beginning and labeled properly with Date, Title, Producer, In and Out times, Topic, Guests, Host or Episode. (See example sheet in Appendix)

5. All SMC/SPAC forms must be completed, signed and submitted to the SMC staff.

6. Programs using SMC facilities must credit SMC for use of its equipment and facilities.

7. Producer of the program must be identified at some time during program or credits.

E. Minimum Technical Standards

Programs to be cablecast must meet certain minimum technical standards at the discretion of the Community Programming Manager.

F. Content and Clearances

SMC is content neutral and does not preview programs for SPAC TV 33. Producers must be familiar with and are fully responsible for the content of their program material. Producers are responsible for obtaining all releases, clearances and permissions (copies submitted to Programming Coordinator with CRIF). (See Appendix) Producers with programming of an adult subject matter may schedule their programs after 10:00 p.m. (safe harbor hours) to preclude younger audiences. Community producers are encouraged to produce alternate programming to controversial shows. SMC runs disclaimers periodically which are available to producers. Presentation of the following is prohibited:

1. Any commercial advertising.

2. Any material which constitutes libel, slander, pornography, obscenity, invasion of privacy or publicity rights.

3. Any unauthorized use of copyrighted material.

4. Any works in violation of FCC regulations, local, state or federal laws.

G. Political Campaigning

Political candidates or advocates of ballot issues are subject to the same policies and regulations as other users of the public access channels. The nature of public access is that everyone in the community has equal access to the facilities and channel time.

II. Programming for SPAC TV-33 Continued

H. Ownership

1. SMC community producers own their programs. If a SMC videotape is used for the master, the producer may make one free duplication on their own tape stock.

2. SMC has the right to maintain a copy of any program produced with SMC equipment in tape library, to cablecast an unlimited number of times.

3. SMC has the right to use programs for promotional purposes related to SMC.

4. Only the community producer may authorize any other use of their program.

5. After one year a producer may request in writing that their program not be cablecast further.

I. Underwriting and Grants

1. Acknowledgment of underwriting by businesses, organizations or grantors providing monetary or other assistance to the making of the program may be included in the program credits. Whenever underwriting exceeds $2,000 for a specific program or series, 20% shall go to SMC.

2. Commercial advertising is prohibited from the channels. SMC members working on commercial productions may rent SMC facilities at a non-discounted rate.

3. Underwriting credit information

- **a.** SMC Credit Introduction: Underwriting for "show" has been provided by "company". Please avoid the use of the word sponsor.
- **b.** Credit Length: All television underwriting credits cannot be longer than 15 seconds or 15 words in length for an exclusive underwriter, and :10 seconds for a shared underwriting credit.
- **c.** Credit Content: Underwriting credits must name the donor in mission-statement terminology that is neither commercial nor promotional in language. The business or service may be described in value-neutral terms that avoid comparative or qualitative claims. Underwriting credits are to recognize Underwriters only, and no other outside organization or nonprofit.

4. Video Guidelines

- **a.** The use of corporate logos, still or animated is appropriate.
- **b.** Up to three products may be shown on screen. Products cannot be shown in use or in motion and must be shown in a setting that is plausible, appropriate and value-neutral.
- **c.** Showing the outside of a business is acceptable if the building is the only representation of an underwriter's product. No more than three locations can be listed in a credit.

II. Programming for SPAC TV-33 Continued

I. Underwriting and Grants Continued

5. The following are strictly forbidden by the FCC :

a. Any solicitation of direct consumer response of any kind, or any call-to-action, whether direct or implied.

b. Superlative description or qualitative claims about the company, its products or services. Any comparison with other companies, or with other company's product or service, whether direct or implied.

c. Price or value information of any kind.

d. Any inducements to buy, sell, rent, or lease.

e. Use of official spokespersons, endorsements, or professional talent that is featured in commercial promotion or the business or product.

f. Use of personal pronouns in an underwriting credit.

g. Sound effects intended to promote or depict a product in use.

h. Music with lyrics. This does not preclude use of musical signatures that are part of a company's corporate identity.

Failure to meet all requirements may allow SMC staff to pull programs.

J. Publicity

SMC encourages producers to publicize their programs in a variety of ways including local media and public service announcements (psa's). Eight weeks notice should be given to the Program Coordinator for inclusion in the monthly **TV GUIDE on Shrewsbury cable channel 31** and two weeks notice for **Channel 33** bulletin board between shows, **SMC website** and other local media. Every effort will be made to accommodate program updates, but cannot be guaranteed.

K. Staff Programming Initiatives

1. Staff may use its discretion to produce programming for purposes of community awareness, outreach, promotion and producer training.

2. Staff may hire an independent videographer to produce Governmental and Educational programming.

3. "Producers Potpourri" and "Weekend Special" are SPAC series designed to draw greater viewership to special one time programs up to two hours in length. Producers may request the time slot(s) once a month to the Programming Coordinator. Additional requests within a one month period will be put on a waiting list in the event an opening becomes available. All usual programming rules and deadlines shall apply.

L. Outside Programming

Staff is committed to seeking programming which would contribute to the diversity and quality of programming offered to the Shrewsbury community. For programming opportunities from outside the Shrewsbury community (satellite downlinking, Access Centers, organizations such as the Alliance for Community Media, media arts centers) staff may exercise the prerogative to sponsor such programming as Producer of Record.

II. Programming for SPAC TV-33 Continued

L. Outside Programming Continued

1. Programming produced outside of Shrewsbury may run on Shrewsbury public access channels. Any person meeting membership criteria may request or sponsor outside programming by filling out and signing CRIF. Programming must meet all SPAC media submission requirements. Failure to do so may allow SMC staff to pull programs.

2. Cablecast requests will be honored on a first-come, first-serve basis. Shrewsbury produced in-house programs take precedence as being SMC's top priority in scheduling.

3. Members may request one prime time showing and an alternate.

M. Live cablecast telethon phone drives may be permitted on the public access channel for Shrewsbury based 501c3 non-profit organizations.

III. Training & Workshops

A. Any member is eligible for training. Basic and advanced TV production workshops for field, studio and post-production are available on an ongoing basis, free of charge. Workshops are given under the direction of the SMC staff or by an appointed person at the discretion of SMC. Certain advanced classes may require a fee to pay for an outside consultant or instructor.

B. Except for classes specifically designated for youth, minors must be accompanied by parent/guardian in classes unless permission is given by the instructor.

C. Class schedules may be distributed to members through SMC newsletters, website and the **Channel 33** Bulletin Board. Those wishing to take classes must sign up on a first-come, first-serve basis.

IV. Certification

A. Community producers may be certified in several ways:

1. Attendance in a workshop series **and/or** completion of a certification tape upon discretion of the Access Coordinator.

2. Experienced videographers may be certified and be able to by-pass classes by:

a. providing a demo reel or letter of reference;
b. demonstrating proficiency with each piece of equipment requested; or
c. passing a written exam.

B. Recertification of producers may take place periodically.

V. Volunteers & Interns

SMC relies heavily on the services of volunteers. SMC members are encouraged to volunteer during and after their training and certification. Students receiving high school or college credit are encouraged to intern. Volunteers and interns must complete the MIF in agreement with these Policies and Guidelines.

VI. Equipment Resources

Portable production, post-production, and studio production equipment is available on a first-come, first-serve basis for making live or recorded programs **FOR CABLECAST** on the access channels. Equipment may not be used in hazardous situations.

A. Field Production Resources

1. The amount of equipment available for a given request will be determined by SMC staff, based on availability, producer experience, their needs, the needs of others and the equipment repair schedule.

2. Equipment must be reserved no less than 24 hours and no more than two weeks in advance. Walk-ins may be allowed.

3. A use is considered to be one check out period which may be up to seven days. A Community Producer Program Proposal must be submitted or updated with each new series or individual program. A maximum of eight uses are permitted per program unless approved by the Access Coordinator.

4. If a producer exceeds the maximum time for portable production, they must meet with the SMC Community Programming Manager who may require the producer pay the daily rate per the SMC Rate Sheet or make arrangements for working off the debt.

B. Equipment Check Out

1. Equipment must be checked out at SMC by the community producer or their designee (adult co-signer for minors) who reserved it and he/she is responsible for it.

2. It is suggested that producers set up and test the equipment before leaving. Staff will enter information into the computer, and a copy will be signed by the producer. Allow 30 minutes for check in and out of equipment. Equipment must be checked out at least 30 minutes before closing

3. If a community producer is making use of the equipment for more than one check out period, he/she or their designee must renew the check out in person with SMC staff.

4. When equipment is checked out, the return time will be specified and the producer must adhere to schedule. Reservations should be scheduled conservatively so that equipment will be available for another producer.

C. Equipment Return

1. Equipment must be returned at the time indicated on the Equipment Checkout Form and signed in by SMC staff at least 30 minutes before closing. If equipment cannot be returned at the specified time, it is the responsibility of the producer to contact the SMC Community Programming Manager to make arrangements.

2. Borrowers are responsible for notifying staff if there are any problems with the equipment.

3. Producers may not borrow additional equipment until all items are returned in good working order.

4. Equipment should not be dropped off without speaking to staff. Producer must wait for SMC staff to check it in, allow 30 minutes for check in and out of equipment at least 30 minutes before closing time.

VI. Equipment Resources Continued

D. Editing

1. No one may reconfigure any edit station or studio wiring. Any violation of this rule will be brought to the attention of the SMC Community Programming Manager and may result in the immediate loss of all access privileges. **(See Major Violations: IX. A.)**

2. Producers must consult with staff before bringing in accessories. There are areas posted as off-limits.

3. Edit time must be reserved no less than 24 hours and no more than four weeks in advance. There is a 12 hour per week maximum reservation per person per program. Producers may not use more than 40 hours per program. Producers may sign up for four hours per day. Viewing and dubbing facilities must also be scheduled with staff.

4. Producers using the edit facility, studio or control room may be required to sign In and Out with staff.

5. In the event that a producer exceeds the maximum allotment of time for the post-production facilities, he/she must meet with the SMC Community Programming Manager who may require the producer to either pay the hourly rate or work one hour for SMC for each hour past the 40 hours per program.

E. Studio Productions

1. No one may reconfigure any studio wiring. Violation will result in the immediate loss of all access privileges. **(See Major Violations: IX. A.)**

2. All studio productions require SMC staff or designee to be on the premises. Staff is not to be considered part of a crew; he/she has other responsibilities and is there to oversee use of the facilities.

3. Crew position assignments are the responsibility of the producer. Studio crew must be certified or approved by the SMC staff. Interns and volunteers may be available to assist. Producers must consult with the staff before bringing in accessories. There are areas posted as off-limits.

4. Studio time must be reserved no less than 24 hours and no more than eight weeks in advance, through the Access Coordinator. The studio may be reserved for a maximum of 12 hours per week. There is a maximum of 24 hours per program, including set up and strike time. Studio hours are firm. Producer should allow time to strike sets and clean up before leaving. Shoots must be scheduled to end 30 minutes prior to closing.

5. Producers may construct sets at the discretion of the SMC Community Programming Manager and Access Coordinator.

6. In the event that a producer exceeds the maximum allotment of time for the studio facility, he/she must meet with the SMC Community Programming Manager who may require the producer to either pay the hourly rate or work one hour for SMC for each hour past the 24 hours per program.

7. Upon completion of use of facilities, producer must check in with SMC staff on condition of facility and equipment.

F. Production Period

Program Production is expected to be complete within six months. SMC may cut off use of equipment and facilities on projects that exceed six months.

VII. Responsibility

Producers are responsible for the SMC facilities and equipment signed out to them, including damages. They are responsible for the actions of crew, guests, and any others involved with their production. In the event any equipment is stolen, the producer is responsible for the following: a police report must be filed, equipment cannot have been left unattended, there must be proof of forcible entry, and equipment must not have been left in a vehicle overnight.

VIII. Cancellations

Community Producers MUST give at least 24 hours notice when canceling any reserved use of SMC portable equipment, edit use, or classes or privileges may be restricted. Studio/Control Room MUST be cancelled within three working days. If a producer is more than one hour late without notification, the reservation may be cancelled if needed by SMC staff to accommodate other producers needs including be given to another producer.

IX. Violations

In order for these policies and guidelines to be effective and to keep operations running smoothly, a penalty system has been instituted. There are two types of rules; Major and Minor which, if violated, can result in restrictions on a member. The Community Programming Manager or his/her designee is authorized to issue warnings and suspensions.

A. Major Violations

Major violations will result in an immediate 90-day suspension of membership and may be brought to the attention of Shrewsbury Police Department. These may include, but are not limited to:

1. Abuse or threat of abuse of staff or members.
2. Commercial or profit-making use of SMC facilities.
3. Misrepresentation of members' affiliation with SMC.
3. Falsifying forms.
4. Taking or reserving equipment without staff permission.
5. Abuse of equipment, including attempted repair, facility reconfiguration, improper transport.
6. Falsifying programs submitted.

Any subsequent major violation will result in the immediate and permanent loss of SMC equipment and facilities privileges.

IX. Violations Continued

B. Minor Violations

These may include, but are not limited to:

1. Failure to cancel a reservation in accordance with Section VIII - Cancellations.
2. Late pick up or return of equipment without notification and approval.
3. Mishandling of equipment.
4. Eating, drinking in restricted areas.
5. Failure to clean up after using the facilities.
6. Handling off limits equipment or being in off limits areas.
7. Smoking in the facility.
8. Failure to comply with programming guidelines and deadlines.

Minor violations will result in the following series of actions within a one year period.

1. First violation written warning
2. Second violation written warning
3. Third violation 30 day membership suspension
4. Fourth violation 90 day membership suspension

C. Appeals

Community producers and SMC members are encouraged to resolve difficulties on the staff level. A Community producer or member wishing to appeal an action of the staff may request a hearing before the SMC Advisory Board. **(See Section X. J.- Grievance Procedures)**

X. Other Conditions

A. Video Media

SMC will provide recording media stock free of charge to members for edited masters only. The media will be the property of SMC for the media library. All production media (raw footage, B-roll, etc.) must be purchased by the community producer. Producers may seek grants or underwriting to defray production costs.

B. Member Input

SMC members are encouraged to propose changes and additions to SMC Policies & Guidelines and By-Laws. Members may submit suggestions to SMC staff. Staff will present suggestions to the Advisory Board at the next regularly scheduled meeting.

C. Access Channels Electronic Bulletin Boards

The electronic bulletin board on SPAC TV 33, SETV 34 and SGTV 35 are used for programming related messages and SMC information and is administered by their respective channel coordinators. Community announcements and advertising are handled at the Cable Office by SELCO.

D. Copies of Programs

Producers are allowed to make one copy of their program for personal use, on media they provide. The SMC Rate Sheet will apply to all other dubbing.

E. Public File

There will be a file available to SMC members which includes the contact information of all members, SMC Advisory Board Minutes, Policies & Guidelines, and By-Laws. A file will be kept which includes program logs from the current calendar year.

F. Facility Upkeep

1. The SMC facility is a public building with substantial electronic equipment. Therefore, it is a strictly enforced, non-smoking environment. No smoke or fog machines are permitted in the studio.

2. Community producers are expected to clean up after each time they use the facility. This includes striking sets, replacing all equipment and cables, sweeping floors, and kitchen clean up.

3. No animals are allowed in the building except for seeing eye/ear dogs or animals involved with a production.

4. Eating and drinking are allowed in designated areas only.

5. SMC will provide some props and supplies for sets, if those materials can be used by others. Community producers must remove all set materials from the facility when they are finished. SMC has limited storage space for sets, to be used at the discretion of the Access Coordinator.

6. SMC office equipment/furniture may not be used for sets.

7. SMC is not responsible for set, props or personal items left on the premises.

X. Other Conditions Continued

G. Right to Refuse

SMC reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

H. Indemnification

Users of the access channels shall indemnify and hold harmless the Town of Shrewsbury, SELCO, SMC, its employees, and Advisory Board against any and all liabilities arising out of use of facilities and resources, or out of breach of the Agreement with the Policies.

I. Minors

No minors will be allowed in the facility while staff persons are not on duty. The parent/guardian is responsible for all actions of that minor and must sign all SMC forms.

J. Grievance Procedures

A grievance is defined as a complaint by an Active Member or Group, based on a dispute involving the meaning, interpretation or application of SMC policies and guidelines. The grievance must first be presented in writing to SMC's Community Programming Manager within three working days of the occurrence of the event upon which the grievance is based. The Manager will meet with the member within seven working days in an effort to settle the grievance. In the event that the grievance is not disposed of at this time or in the event that no decision has been rendered, the grievance shall be referred in writing to the SMC Advisory Board for a decision at the next regularly scheduled meeting. The decision of the SMC Advisory Board will be final.

K. Interpretation

Where the implementation of these policies are subject to interpretation, decisions shall be at the discretion of the Community Programming Manager or his/her designee.

Document approved, 4 February 1987
Revised In April 1996
Last Revised in September 2004
SMC Advisory Board

To become a SMC member and gain access to production resources, training or channel time, <u>you must sign</u>

AGREEMENT WITH S.M.C.
POLICIES & GUIDELINES
FOR MEMBERSHIP

<u>and return it to</u>

Shrewsbury Media Connection
15 PARKER ROAD
SHREWSBURY, MASSACHUSETTS 01545
PHONE (508) 841-8650
FAX 508-841-8651

<u>before privileges are granted.</u>

(SAMPLES ON FOLLOWING PAGES)

Appendix – Glossary - Forms

SMC – Shrewsbury Media Connection
SPAC – Shrewsbury Public Access Channel 33
PEG – Public – Educational – Governmental Access
SETV 34 – Shrewsbury Educational Television Channel 34
SGTV 35 – Shrewsbury Governmental Television Channel 35
SELCO – Shrewsbury Electric & Cable Operations

Forms:

MIF – Membership Information Form
CPPP – Community Producer Program Proposal
CRIF – Cablecast Request & Indemnification Form
VOD – Video On Demand Request Form
Talent Release

Shrewsbury Media Connection Membership Information Form

Name_____
Organization (If Any)_____
Address_____
_____
Phone: (H)_____ **(W)**_____ **(cell)**_____
Fax:_____**E-Mail:**_____

Male/Female_____ Age ____6-13___14-18 ___24-35__36-50__51-65 _____66+
Do you have pre-produced tapes for cablecast? YES__NO_____
Do you have previous film/video experience? YES_____NO_____
What are your main objectives in attending the workshops?_____
What type of programming would you like to produce?_____
Check any areas below you may like to volunteer to help our public, educational or governmental access work:
Production Crew _____Office _____Advisory Board
How did you hear about SMC? ___TV ___Newspaper ____Newsletter ___Presentation
_____Word of Mouth _____Light/Cable Office _____Other

AGREEMENT WITH SMC POLICIES AND GUIDELINES FOR MEMBERSHIP

I have read and familiar with, and agree to abide by the Policies and Guidelines of Shrewsbury Media Connection.
I am thoroughly familiar with the nature of the program material and take full responsibility for its content.
I understand that the material I produce will be used for programming on the Public, Educational or Governmental Access channels.
I understand that the following material is prohibited for presentation on the PEG Access Channels:
Any commercial advertising; Any material which constitutes libel, slander, obscenity, pornography, invasion of privacy or publicity rights; Any unauthorized use of trademark or copyright; Any material in violation of FCC regulations, local, state or federal laws.
I agree to obtain all necessary clearances and permissions from any and all organizations, individuals and groups as may be needed to tape and/or cablecast material on the PEG Access channels.
I understand I am fully responsible for all SMC equipment and facilities that I use, and I agree to pay for the replacement of any and all equipment damaged or destroyed while signed out to be.
I understand I am responsible and agree to hold harmless the Town of Shrewsbury, Shrewsbury Electric & Cable Operations, it's directors and employees (and their successors) from any liability, loss, claim, cost or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes or violates any rights of any person or organization.

NAME (PLEASE PRINT)_____

SIGNATURE_____ DATE_____

PARENT/GUARDIAN (IF MINOR)_____ DATE_____

SMC STAFF SIGNATURE_____ DATE_____

Shrewsbury Media Connection, 15 Parker Road, Shrewsbury MA 01545
Phone: (508) 841-8650 Fax: 508 841-8651

S.P.A.C. TV 33 Community Producer Program Proposal

Name _____
Organization (If Any) _____
Address _____
_____
Phone: (H) _____ **(W)** _____ **(cell)** _____
Fax: _____ **E-Mail:** _____

Title of Program: _____
Proposed Length of progam: _____ hours: minutes:seconds _____
Recording media format: LIVE SVHS MINI DVD
Describe progam content: _____
Proposed dates and times of cablecast in order of preference: _____
Describe promotion plans: _____

REMINDERS:

Signed Membership Information Form agreeing with SMC Policies & Guidelines must be on file.
Talent Releases from all participants (minors need Parent/Guardian signature) must be obtained.
Cablecast Request & Indemnification Form must be given to Program Coordinator 10 days prior to requested cablecast date.
Properly timed and labeled media must be given to Program Coordinator 3 week days prior to approved cablecast.
PROGRAM MAY NOT CONTAIN: Commercial advertising, Material which constitutes libel, slander, obscenity, pornography, invasion of privacy or publicity rights, Unauthorized use of copyrighted material, works in violation of FCC regulations, local, state or federal laws.

I accept full responsibility for program content submitted for cablecast on Shrewsbury Media Connection channels. I have a copy of SMC Policy & Guidelines, and, I understand and agree to abide by the rules therein. I hereby agree to indemnify and hold harmless SELCO, SMC, its officers, directors, employees and agents from any liability or legal fees and warrant represent that the program does not contain: commercial advertising; material which constitutes libel, slander, obscenity, pornography, invasion of privacy or publicity rights; unauthorized use of copy righted material; works in violation of FCC regulations, local, state or federal laws. I agree to provide SMC staff herewith copies of releases, licenses or other permissions. I agree to release SELCO, SMC, their employees and agents from responsibility if tape or form is damaged, lost or stolen while in their custody.

_____
PRODUCER'S SIGNATURE DATE

_____
COMMUNITY SPONSOR or PARENT/GUARDIAN (IF MINOR) DATE

_____
S.P.A.C. PROGRAMMING COORDINATOR'S SIGNATURE DATE

Shrewsbury Media Connection, 15 Parker Road, Shrewsbury MA 01545
Phone: (508) 841-8650 Fax: 508 841-8651
lbergman@ci.shrewsbury.ma.us

S.P.A.C. TV 33
Cablecast Request & Indemnification Form

Name_____
Organization (If Any)_____
Address_____
_____
Phone: (H)_____ **(W)**_____ **(cell)**_____
Fax:_____ **E-Mail:**_____

PUBLICITY INFORMATION:
Title of Program:_____
Host:_____ Guests:_____
Description: (What, Where, When):_____
Topic:_____
PSA Public Service Announcement_____ Series_____ Special_____ Other_____
IF series, frequency of new programs: Weekly_____ Bi-Weekly_____ Monthly_____ Other_____
Requested Times:_____

PROGRAMMER PLAYBACK INFORMATION:
FORMAT: VHS_____ S-VHS_____ MINI-DV TAPE_____ LIVE_____ Other_____
SATELLITE_____ TIME/COORDINATES:_____

START TIME		____ : ____ : ____
	(from beginning of "tape" 00 to start of program)	hours minutes seconds
+	ACTUAL RUN TIME OF PROGRAM	____ : ____ : ____
		hours minutes seconds
=	END TIME	____ : ____ : ____
		hours minutes seconds

I accept full responsibility for program content submitted for cablecast on Shrewsbury Media Connection channels. I have a copy of SMC Policy & Guidelines, and, I understand and agree to abide by the rules therein. I hereby agree to indemnify and hold harmless SELCO, SMC, its officers, directors, employees and agents from any liability or legal fees and warrant represent that the program does not contain: commercial advertising; material which constitutes libel, slander, obscenity, pornography, invasion of privacy or publicity rights; unauthorized use of copy righted material; works in violation of FCC regulations, local, state or federal laws. I agree to provide SMC staff herewith copies of releases, licenses or other permissions. I agree to release SELCO, SMC, their employees and agents from responsibility if tape or form is damaged, lost or stolen while in their custody.

_____
PRODUCER'S SIGNATURE DATE

_____
COMMUNITY SPONSOR or PARENT/GUARDIAN (IF MINOR) DATE

_____
S.P.A.C. PROGRAMMING COORDINATOR'S SIGNATURE DATE

Shrewsbury Media Connection, 15 Parker Road, Shrewsbury MA 01545
Phone: (508) 841-8650 Fax: 508 841-8651
lbergman@ci.shrewsbury.ma.us

PRODUCTION **TALENT**

SHREWSBURY MEDIA CONNECTION
TALENT RELEASE

In consideration of _____(Producer) permitting me to participate in the recording and/or live cablecast/broadcast of _____(Production), I hereby agree to his/her recording, cablecasting/broadcasting my appearance and/or participation on said television program(s). I understand that I will receive NO financial compensation for participation in this project. I understand that this transaction is to be payment in full for my services, and relinquishes all rights to further remuneration for this or for any subsequent uses of the above recordings.

I hereby agree that the undersigned producer is sole owner of all rights in and to said program(s) and the contents and recordings thereof for all purposes and uses whatsoever, including without limitation throughout the world and forever: to broadcast the program(s) and/or recording thereof, including edited versions, one or more times over any and all stations; to publish, disseminate, and edit the text of the program(s) in any form; to assign all or part of any such rights to others; and the right to any other use of the program(s) whatsoever.

The undersigned producer shall have the right to use and license others to use my name, portrait, picture, recorded voice, and biographical material to advertise and publicize the program(s) or its/their contents, or any other use by his/her licensees of the program(s) or its/their contents.

Further, I hereby release the undersigned producer, Shrewsbury Media Connection, Shrewsbury Electric & Cable Operations and their employees and licensees from and against claims of any nature whatsoever arising by reason of: my appearance on the program(s); statements made by others on or in connection with the program(s); or the exercise of the rights herein granted. I agree to indemnify and hold harmless the producer, his/her licensees, Shrewsbury Media Connection, Shrewsbury Electric & Cable Operations and their officers, directors, agents, and employees from and against any and all claims, damages, liability, costs, and expenses (including counsel fees) arising from my appearance or any materials furnished by me, or the exercise of any rights herein granted, including the reasonable costs and attorney fees.

Date	Talent Signature or Parent/Guardian if Minor
SMC Producer:	Talent:
	Parent/Guardian
Address	Address
City, St. Zip	City, St. Zip
Phone	Phone
E-Mail	E-Mail

Shrewsbury Media Connection
15 Parker Road - Shrewsbury MA 01545
phone: 508 841-8650 fax 508 841-8651
Public - Educational - Governmental Access
SPAC TV 33, SETV 34, SGTV 35

SPAC TV 33 CABLECAST DROP OFF SLIP - PUBLIC ACCESS PROGRAMS

TODAY'S DATE: **LEFT BY:**
PROGRAM TITLE:
EPISODE # OR TOPIC: **(Is this a repeat? (Y N)**
HOST:
GUESTS:
DATES SCHEDULED TO BE ON SPAC TV 33:

Please label your tape and case. Filling out the information above will assist in identifying your show properly for playback, the library for storage and retrieval and assist me in promoting your show on the SPAC bulletin board that runs between programs. Thank you.

`

Lori Anne Bergman - SPAC Programming Coordinator - 841-8650, lbergman@ci.shrewsbury.ma.us

SPAC TV 33 CABLECAST DROP OFF SLIP - PUBLIC ACCESS PROGRAMS

TODAY'S DATE: **LEFT BY:**
PROGRAM TITLE:
EPISODE # OR TOPIC: **Is this a repeat? Y N**
HOST:
GUESTS:
DATES SCHEDULED TO BE ON SPAC TV 33:

Please label your tape and case. Filling out the information above will assist in identifying your show properly for playback, the library for storage and retrieval and assist me in promoting your show on the SPAC bulletin board that runs between programs. Thank you.

`

Lori Anne Bergman - SPAC Programming Coordinator - 841-8650, lbergman@ci.shrewsbury.ma.us

SPAC TV 33 CABLECAST DROP OFF SLIP - PUBLIC ACCESS PROGRAMS

TODAY'S DATE: **LEFT BY:**
PROGRAM TITLE:
EPISODE # OR TOPIC: **Is this a repeat? Y N**
HOST:
GUESTS:
DATES SCHEDULED TO BE ON SPAC TV 33:

Please label your tape and case. Filling out the information above will assist in identifying your show properly for playback, the library for storage and retrieval and assist me in promoting your show on the SPAC bulletin board that runs between programs. Thank you.

`

Lori Anne Bergman - SPAC Programming Coordinator - 841-8650, lbergman@ci.shrewsbury.ma.us

Shrewsbury Media Connection
Video-On Demand Request and Indemnification Form

Name _____

Phone _____ E-mail _____

Program Title/number _____

Producer _____

Participants _____

PSA____ Series____ Mini-series____ Special____ Series frequency _____

Description _____

_____

_____

Proposed cablecast dates and times _____

_____

Patrons or underwriters acknowledged _____

_____

Start time hours_____ : min_____ : sec_____

Run time hours_____ : min_____ : sec_____

End time hours_____ : min_____ : sec_____

Program format ½" VHS_____ ½" SVHS_____ Mini DV_____ Other_____

I, the undersigned, accept full responsibility for program content submitted for cablecast on Shrewsbury's Video-On-Demand Channels). I am aware of the policies and guidelines of Shrewsbury Media Connection (SMC). I hereby agree to indemnify and hold harmless SELCO, SMC, its officers, directors, employees, and agents from any liability or legal fees and warrant and represent that the program does not contain: commercial advertising; materials which constitutes libel, slander, obscenity, pornography, invasion of privacy or publicity rights; unauthorized use of copyrighted material; works in violation of FCC regulations, local, state, or federal laws. I agree to provide SMC staff herewith copies of releases, licenses, or other permissions. I agree to release SELCO, SMC, their employees and agents from responsibility if tape or form is damaged, lost, or stolen while in their custody.

_____ _____

Producer or Sponsor Signature Date

SETV-*34*
Shrewsbury's Educational Television

Policies & Guidelines

Mission Statement

Shrewsbury Educational Television is an educational resource that provides access to information via cable technology for the Shrewsbury community.

To that end we will:

- Provide educational experiences for the entire community.
- Provide conduit for the School District programming.
- Support the Educational Television Studio according to Cable License and Memo of Understanding.
- Work with School Department to foster use of Education Channel facilities beyond what's available through current school classes and programs.
- Involve all local educational institutions in Shrewsbury in bringing programming to the channel.
- Develop and provide educational programming for community of continual learners.
- Strive to develop high technical standards in all programming.
- Promote the channel by all available means.

I. Eligibility

Eligible users of Educational Access, who may produce or submit programming, PSA's or announcements for the electronic bulletin board include:

1. SETV Coordinator
2. ETS Director
3. School Department
4. SMC Manager

II. Programming

SMC is responsible for the administration of CHANNEL 34 for Educational Access. Anyone that is eligible may request channel time for the presentation of programming they produce themselves, produced elsewhere or from accessible satellite downlinking. Requests must be made in writing with the Cablecast Request & Indemnification Form (CRIF). Contact information provided on this form is available to the public upon request.

A. Time Slots

1. Program time slots for SETV are available on a first-come, first-serve basis. Series are encouraged. To place LIVE or taped programming on SETV, a producer must submit a CRIF a minimum of seven days prior to the program cablecast date.

2. Requests for time will be honored within the constraints of scheduling. Requests for specific times will be honored as schedule allows.

3. SETV holds the right to pre-empt scheduled programming if necessary. This may include other live shoots. Conflicts and technical difficulties occasionally happen. In the event that your program is not played when scheduled, staff will reschedule it for cablecast

B. Series

SETV Coordinator reserves the right to replace old programming when new shows are not produced within four weeks of last program. Producer will regain time slot when new shows are produced.

C. Requirements for Program Submission

1. SETV Coordinator encourages the following guidelines for tape submission:
   a. one minute preroll, signal or black
   b. one minute postroll, black

2. Tapes may be submitted in these formats:
   a. 1/2" VHS in SP mode only
   b. SVHS in SP mode only
   c. Mini DV

3. Tape must be high quality in excellent condition.

4. Rewind tape to beginning.

5. All tapes must be timed.

II. Programming Continued

C. Requirements for Program Submission Continued

6. Label tape and tape case on spine and front with the following information: Program Title & topic if needed (If series, include episode # and/or topic); Host and Guests; Producer; IN and OUT times; Date taped or completed; Date for cablecast

7. All forms must be completed, signed and submitted to the SETV Coordinator.

8. Tape must be left in designated drop off area ONLY with appropriate form.

9. Programs using SPAC facilities must credit SPAC for use of its equipment and facilities.

10. Producer of the program must be identified at some time during program or credits.

11. Producer of program must declare whether a show is time sensitive.

12. Tapes in playback area may not be removed without authorization of SETV Coordinator.

D. Minimum Technical Standards

Programs to be cablecast must meet certain minimum technical standards at the discretion of the SETV Coordinator and Community Programming Manager.

E. Forms

In order for programs to cablecast it is necessary for two forms to be filled out:

1. SETV Program Proposal Forms - all information should be filled out and returned to the SETV Channel Coordinator.

2. Tape Length Form - title of program, preroll and total length, this must accompany the tape in order for it to be cablecast.

F. Content and Clearances

SETV reserves the right to deny cablecasting privileges to programming not considered suitable for Educational Television. These producers / sponsor will be referred to Public Access.

G. Political Campaigning

SETV will not air programming that involves political campaigns or advocates ballot issues.

H. Underwriting and Grants

1. Acknowledgment of underwriting by businesses, organizations or grantors providing monetary or other assistance to the making of the program may be included in the program credits.

2. Commercial advertising is prohibited from SETV.

II. Programming Continued

I. Staff Programming Initiatives

1. Staff may use its discretion to produce programming for purposes of education or instruction.

2. Staff may hire an independent videographer to produce educational programming.

J. Outside Programming

Staff is committed to seeking programming which would contribute to the diversity and quality of educational programming offered to the Shrewsbury community. For programming opportunities from outside the Shrewsbury community (satellite downlinking, Access Centers, organizations such as the Alliance for Community Media, media arts centers) staff may exercise the prerogative to sponsor such programming as Producer of Record.

Document approved, July 2004
SMC Advisory Board.

S.E.T.V. Channel 34
Cablecast Request & Indemnification Form

Name _____
Organization (If Any) _____
Address _____

_____
Phone: (H) _____ (W) _____ (cell) _____
Fax: _____ E-Mail: _____

PUBLICITY INFORMATION:
Title of Program: _____
Host: _____ Guests: _____
Description: (What, Where, When): _____
Topic: _____
PSA Public Service Announcement Series Special Other
IF series, frequency of new programs: Weekly Bi-Weekly Monthly Other

PROGRAMMER PLAYBACK INFORMATION:
FORMAT: VHS S-VHS MINI-DV TAPE LIVE Other
SATELLITE TIME/COORDINATES: _____
FINAL AIR DATE (If necessary): _____ _____

START TIME _____ : : _____
(from beginning of "tape" 00 to start of program) hours minutes seconds
\+ ACTUAL RUN TIME OF PROGRAM _____ : : _____
hours minutes seconds
= END TIME _____ : : _____
hours minutes seconds

I accept full responsibility for program content submitted for cablecast on Shrewsbury Media Connection channels. I have a copy of SMC Policy & Guidelines, and, I understand and agree to abide by the rules therein. I hereby agree to indemnify and hold harmless SCC, SMC, its officers, directors, employees and agents from any liability or legal fees and warrant represent that the program does not contain: Commercial advertising; material which constitutes libel, slander, obscenity, pornography, invasion of privacy or publicity rights; unauthorized use of copy righted material; works in violation of FCC regulations, local, state or federal laws. I agree to provide SMC staff herewith copies of releases, licenses or other permissions. I agree to release SCC, SMC, their employees and agents from responsibility if tape or form is damaged, lost or stolen while in their custody.

PRODUCER'S SIGNATURE _____ **DATE** _____

COMMUNITY SPONSOR or PARENT/GUARDIAN (IF MINOR) _____ **DATE** _____

S.E.T.V. COORDINATOR'S SIGNATURE _____ **DATE** _____

Shrewsbury Media Connection, 15 Parker Road, Shrewsbury MA 01545
Phone: (508) 841-8650 Fax: 508 841-8651
ldesjard@ci.shrewsbury.ma.us

SGTV- 35
Shrewsbury Government Television

Policies & Guidelines

Mission Statement

The mission of SMC/SGTV is to make Local, State, and Federal government more accessible and understandable to the residents of Shrewsbury through the production and distribution of a wide range of government programming.

To that end SGTV will:

- Telecast gavel-to-gavel coverage of as many open government meetings as is possible.
- Support, advise and provide training and/or production assistance to any Town Department interested in developing programming for telecast on the channel.
- Provide a conduit for Town Departments to publicize information through the SGTV-35 Electronic Bulletin Board.
- Seek to provide the highest technical quality possible in all programming.
- Outreach to Town Departments and Agencies to encourage full use of cable access.
- Seek out programming and related opportunities that will further the mission and goals of Government access.
- Seek out additional programming from State and Federal government agencies that provide quality programming that meet the SGTV/SMC guidelines.

I. Production Quality and Uniformity

A. All programming produced by or for SMC/Government Access must meet the quality standards set forth by the Government Access Coordinator, including accepted photographic composition and adequate audio levels.

B. Meeting telecasts should be consistent in terms of content, appearance, and viewability. whenever feasible, the speaker should be on camera. Whenever possible, a graphic indicating the meeting and date should be shown.

C. Series programming should be consistent in terms of content, appearance, and viewability from episode to episode.

D. Special programming, by nature not immediately recognizable as local governmental programming, should be identified as such with graphics at the beginning and end.

II. Use of Graphics

A. Graphics are to be used for informational purposes only. Title screen(s) should identify the program, date (if appropriate), and the fact that it is a Shrewsbury Government Access production. Tags should identify municipal officers/employees and other key participants, event names and dates, and meeting agenda items. Credits should identify production crew and staff who provide assistance. Promotion of other governmental programming and the channel in general are also permissible. Any other graphics not related to governmental access programming are prohibited.

B. The format of graphics should be consistent with the philosophy and policies of SMC/SGTV. Graphics for open public municipal meetings should be those currently approved by the Government Access Coordinator. Graphics for governmental series should be used consistently throughout the series until changes are approved by the Government Access Coordinator, and the program sponsor(s).

III. Required elements

A. All programming produced by SMC/SGTV, whether live or taped, must be technically compatible with the playback/telecast equipment and must meet all format requirements of the channel on which governmental programming is shown. These requirements include:

1. Tape format of either VHS, S-VHS, Mini-DV, or DVD

2. Pre-roll beginning at the physical start of the tape and lasting for one minute, either black with no audio or first half bars/tone and second half black with no audio with the exception of DVD's which can have as little at 5 sec. of black at the beginning of the show.

3. Post-roll starting at the end of the program credits and lasting one minute, consisting of black with no audio

4. Notation of the times of the beginning of the program (after pre-roll) and the end of the program (before post-roll)

5. Sufficient audio recording level to allow for audible playback at a normal volume

6. Sufficient video level that does not cause the SPAC CG to go on by default during program playback

7. Video tracking set to normal on record deck

Programming must also meet the content requirements established by SGTV.

IV. Totality and Impartiality of Meeting Telecasts

A. SMC/SGTV produces unedited, uncensored, and unbiased coverage of open municipal meetings. Through our coverage, we provide a way for the viewer to witness a meeting as if s/he were in the meeting chamber.

B. Coverage, whether live or taped, is "gavel to gavel," beginning when the meeting is called to order and ending when the meeting is adjourned. This applies only to open sessions, i.e. open to the public; executive sessions are not covered because the public is excluded from attendance. An executive session conducted within, rather than after, an open session is the only reason a taping or live telecast may be interrupted.

C. Under no circumstances should any part of a recording or live telecast of an open meeting be altered, either as the meeting occurs or in post-production editing. In case of technical difficulties that interrupt meeting audio and/or video, the producer should try to inform the viewers through a graphic or other appropriate means, not only for informational purposes but also to dispel the appearance of censorship.

D. The producer should be an unbiased non-participant in the meeting s/he is covering. Anyone who might possibly participate in a meeting should not produce that session. Likewise, once a meeting production has started, the producer must not become actively involved in the meeting either by entering the meeting chamber, appearing on camera, speaking, commenting, applauding, or otherwise engaging in public participation in the business of the meeting. If the producer must enter the meeting chamber to perform an emergency repair or adjustment of equipment, it should be done as unobtrusively as possible. The only time a producer should speak is if an inquiry is made about production or telecast issues and the producer feels an immediate response is necessary.

V. Outside Programming

A. Eligibility

In accordance with SMC/SGTV policy, outside programming qualifies for telecast by Shrewsbury Government Access if it is:

1. Pertinent to the Shrewsbury community.

2. Produced or sponsored by a municipal, county, regional, state, or federal governmental agency, department, or official acting in an official capacity.

3. Non-partisan and does not promote a particular political party.

4. Not related to a political campaign or candidate, except an incumbent acting in an official capacity

NOTE: Because Government Access is intended to provide information about Shrewsbury Government, programming requests must come from those meeting eligibility requirements. All other agencies, groups, or individuals will not be eligible and will be directed to utilize other access channels, with the exception of non-profit organizations who provide non-partisan issue related programming.

5. Non-commercial and contains no commercial advertising

6. SGTV/SMC retains control of program content and production

The Government Access Coordinator has the final say in interpreting the eligibility guidelines and reserves the right to declare an outside program ineligible for telecast by SMC/SGTV. Rejected programming can be submitted to SPAC for consideration as public access programming subject to SPAC policies.

B. Production Quality and Compatibility

All outside programming submitted for telecast by SMC/SGTV must meet the quality standards set forth by the Government Access Coordinator, must be technically compatible with the playback/telecast equipment, and must meet all format requirements of the channel on which governmental programming is shown.

Document approved, October 2004
SMC Advisory Board.

Shrewsbury Media Connection

Policies for Use Of Video on Demand

September 1, 2004
Revised, September 15, 2004

Introduction

In the summer of 2004 Video on Demand (VOD) was made available to all digital customers of Shrewsbury Electric Light and Cable Operations (SELCO). In cooperation with Shrewsbury Media Connection (SMC) SELCO is one of the first cable systems to offer local PEG programming on their VOD system.

VOD allows cable customers to view a program from the VOD listings at any time they wish. VOD also allows fast forwarding, pausing and rewinding programs selected.

SELCO and SMC believe that cable customers will want to select local PEG programming as part of their VOD line up and therefore present the following guidelines to ensure fair and equitable opportunities for the residents and cable customers to place and view programs on the local VOD system.

The SMC Advisory Board approves these policies: September 1, 2004
Revisions: September 22, 2004

Laurie Hogan, Chair
Nick Todisco, Vice Chair
John McDonald, Secretary
Donna Pisano

Policies

These policies will follow the established guidelines for community programming set forth in the Cable License agreement and the SMC By-Laws and Policies and Guidelines.

A. Divisions of VOD

The local VOD programming is divided into 4 categories:

1. Public
2. Educational
3. Government
4. Informational programming provided by SELCO

B. Educational, Government and Informational

1. Educational, Government and informational programming will be encoded by SMC and SELCO staff, interns and volunteers.

2. SMC will supervise the encoding process.

C. Public Access Use of VOD

1. Eligibility - All Community Producers are eligible to place programming on the VOD system based on their status as set forth in the SMC By-Laws.

2. The encoding of Public Access programming will be the responsibility of the program's producer. The Producer must fill out a VOD request form.

3. SMC will train/assist Community Producers in the proper use of encoding system.

4. The scheduling public encoding times will be done by SMC staff and follow current policies of, "first come, first served."

5. Regarding content, Community Producers must follow current guidelines and practices established by SMC with regard for any local, state and federal programming laws.

6. Only locally produced programming will be allowed on VOD.

D. Details of Encoding VOD

1. Broadbus, Inc. has provided SMC with a computer and encoding software to put the programming on the VOD system. The programming is played back on a VCR, encoded at real time speed and then sent via Ethernet connection to the VOD system. Along with the programming, information is sent that classifies and categorizes the programs. This information is called "metadata."

2. Metadata must be entered accurately under the following guidelines.

3. Numeric date must be included in all titles in the following sequence: mm/yy. Example: August 2004 will be entered: 08/04

4. Government meeting titles will include the full date of the meeting.
Example: Board of Selectmen 08/21/04

continued

E. Details of Encoding VOD Continued

5. Titles have maximum of 25 characters allowed. This includes spaces.

6. Program descriptions should be 25 words or less.

7. Asset names must be lower case with no spaces.

E. Notes on Educational and Government Programming

Only locally produced programming will be placed on VOD.

1. Government

All meetings recorded in Meeting Room A will be encoded within 3 working days with the following priorities:

a. Board of Selectmen

b. School Committee

c. Special seasonal meetings, i.e. Annual Town Meeting and Budget meetings, will take precedence over this list

d. Zoning Board of Appeals

e. Planning Board

f. Conservation Committee

g. Lake Quinsigamond Commission

h. Shrewsbury Housing Authority

i. Library Trustees and all other Boards and Committees

j. With the meetings all entered, other Government Access programming, including series, may be encoded in the order in which they are received with time-sensitive material taking precedence.

2. Educational

Programming must meet all current policies regarding content eligibility. Encoding priorities:

a. School Committee meetings – within 3 working days of completion of meeting

b. All other Educational Access programming, including series, may be encoded in the order in which they are received with time-sensitive material taking precedence.

BY-LAWS OF THE MEMBERSHIP

ARTICLE I. - NAME

The name of this organization shall be the Shrewsbury Media Connection hereinafter referred to in these bylaws as SMC (formerly known as Shrewsbury Public Access Connection, Inc. and Shrewsbury Public Access Connection).

ARTICLE II. - MISSION & PURPOSE

Section 1. Mission Statement: To build community, empower the individual, and ensure First Amendment expression through the utilization of communication technologies.

To this end SMC will:

- Continue to provide the community with a state of the art facility and access thereto;
- Aid and educate community members to achieve their programming goals;
- Assist the community in developing critical viewing skills;
- Encourage producers to continually develop their technical and aesthetic skills;
- Maintain a strong presence throughout the community;
- Continue outreach to all segments of the community, encouraging individuals and organizations to create a diversity of programming that expresses their unique perspectives;
- Advocate the creation of programming that supports the free exchange of ideas and encourages public discourse;
- Maintain an environment which encourages collaboration and cooperation within the community.

Section 2. Purpose: SMC exists under the terms and provisions of the Franchise Agreement between the Town, and Shrewsbury Electric & Cable Operations.

ARTICLE III. - MEMBERSHIP

Section 1. Qualifications for Membership: Any resident, employee of the Town of Shrewsbury or person who is a member of or affiliated with a Shrewsbury-based 501c3 organization, who has completed a SMC orientation and who has signed the Agreement with SMC Policy and Guidelines for Membership Form shall be qualified for membership in this organization. Members prior to June 17, l998 shall retain existing membership status and privileges.

Section 2. Types of Membership:

a. **Voting Members.** Residents or employees of the Town of Shrewsbury who satisfy the qualifications in Section 1. shall be voting members.
b. **Non-Voting Members**. All others as defined in Section 1. shall be non-voting associate members.
c. **Associate Members.** Temporary membership status can be obtained by any individual who successfully petitions the SMC Manager, who has completed a SMC orientation (or who has been deemed suitably competent by the SMC Manager) and who has signed the Agreement with SMC Policy and Guidelines for Membership Form. This status is awarded for a limited period of time for the completion of a specific project. The status is a non-voting status.

ARTICLE III. - MEMBERSHIP (continued)

Section 3. Voting members acting in accordance with current SMC policy and guidelines shall be given priority in the use and scheduling of equipment, the facility and programming.

ARTICLE IV. - ADVISORY BOARD

Section 1. Selection, Qualifications, and Term: The Advisory Board shall consist of five (5) voting members of SMC elected at Annual Meeting for a two (2) year term. Advisory Board Members shall not serve more than five (5) consecutive terms. Vacancies may be filled by the vote of the remaining members of the Advisory Board. Advisory Board Members must be over 18 years of age.

Section 2. Powers: The Advisory Board shall meet on a monthly basis with SMC's Manager of Community Programming to monitor and evaluate the activities of SMC. The Advisory Board shall serve as an advisory body to the Board of Commissioners of the Shrewsbury Electric & Cable Operations for community programming. The Advisory Board shall appoint committees as appropriate. The Advisory Board shall submit an annual report to the membership, including but not limited to, goals and objectives for the year. See Franchise and SMC Policy & Guidelines for additional powers.

Section 3. Meetings: The Advisory Board shall hold regular meetings open to any member of SMC in the SMC office. Notification of meeting dates and time shall be made at least 48 hours in advance by efficient means of communication including the bulletin board at SMC.

Section 4. Quorum: A majority of the members of the Advisory Board of SMC (3 members) shall constitute a quorum.

Section 5. Special Meetings: The Advisory Board may call Special Meetings with ten (10) day notice by all efficient means of communication including the bulletin board at SMC.

Section 6. Removal of Board Members: If any Advisory Board member misses four (4) regularly scheduled meetings within a one-year period, they shall be removed.

Section 7. Committees: The Advisory Board shall appoint members to serve on committees as deemed appropriate. Each committee shall report to the Advisory Board regarding said committee. Each committee shall consist of at least one Advisory Board member and one general member with the size of the committee being determined by the Advisory Board.

ARTICLE V. - ADVISORY BOARD OFFICERS

Section 1. Selection, Qualifications, and Term: The officers of SMC's Advisory Board shall be a Chairman, Vice-chairman and Secretary, who shall be elected by the Advisory Board at the first Advisory Board meeting following the annual meeting. The officers shall be elected for a term of one (1) year. All officers shall take office immediately following election by the Advisory Board.

Section 2. Chairman: The Chairman shall have such powers of supervision and management as customarily pertain to the office; shall preside at all meetings of the organization and the Advisory Board or designate another person to do so; shall be ex-officio, a member of all committees; and shall perform such other duties as the Advisory Board may direct. In the event of the absence, disability, resignation or death of the Chairman, the Vice-chairman shall assume the office. If the Vice-chairman is unable to serve as Chairman, the Advisory Board shall fill the vacancy from among the elected members. The Chair will preside at the Annual General Membership Meeting.

Section 3. Vice-chairman: The Vice-chairman shall perform such duties as the Chairman and the Advisory Board shall direct.

Section 4. Secretary: The Secretary shall keep minutes of the meetings of the membership and the Advisory Board. The Secretary shall perform such other duties as the Chairman and the Advisory Board shall direct.

ARTICLE VI. - RELATIONSHIP TO SELCO

Section 1. Relationship to the Board of Commissioners of SELCO: The Advisory Board shall serve as an advisory body to the Board of Commissioners of the Shrewsbury Electric & Cable Operations for community programming and enter into a Memorandum of Understanding with SELCO which will be renewed annually. The Advisory Board shall submit an annual report to SELCO and meet with the Commissioners as needed. The duties and powers of the Advisory Board include those stated explicitly in the Cable Franchise.

Section 2. Relationship to SMC staff: The Advisory Board shall meet with SMC's Community Programming Manager monthly to discuss and make recommendations regarding community programming. The Manager shall prepare a monthly written report for the Advisory Board. The Manager shall be an ex-officio, non-voting member of all committees. The Advisory Board shall review, evaluate and make recommendations to the Manager on the following: Policies & Guidelines, community outreach, operating budget, staff job performance, equipment, programming and classes. This review/evaluation shall be completed annually or more often as needed.

ARTICLE VII. - GENERAL MEMBERSHIP MEETINGS

Section 1. Annual Meeting: The annual meeting shall be held within 90 days of April with the exact date to be determined by the Advisory Board. The annual meeting shall elect Advisory Board members and transact such other business as may properly come before it.

Section 2. Quorum: A quorum shall consist of the presence of the number of members at least equal to the number of the Advisory Board.

ARTICLE VIII. - NOMINATIONS AND ELECTIONS

Section 1. Nominations: Candidates for election to the Advisory Board shall be voting members. Candidates may submit in writing to the Advisory Board their desire to have their name placed on the ballot. Nominations may also be made from the floor at the annual meeting and placed on the ballot.

Section 2. Election: Elections will be by written ballot except that if there is only one nominee for an Advisory Board seat, it shall be by voice vote. A simple majority of the valid votes cast shall constitute an election.

ARTICLE IX. - PARLIAMENETARY AUTHORITY

The rules contained in the current edition of Roberts Rules of Order Newly Revised shall govern the organization in all cases to which they are applicable and not inconsistent with these by-laws.

ARTICLE X. - AMENDMENTS

These bylaws may be amended at any regular or special meeting of the members provided that written notice of the proposed amendments shall be given at least ten (10) days prior to the meeting. All amendments to these by-laws shall require the affirmative vote of a two-thirds (2/3) majority of all voting members present.

GLOSSARY:

SMC Shrewsbury Media Connection
SELCO Shrewsbury Electric & Cable Operations (formerly SELP/SCC)
SELP Shrewsbury Electric Light Plant
SCC Shrewsbury Community Cablevision
PEG Public, Educational and Governmental (Access)
COMMUNITY PROGRAMMING A hybrid use of a designated channel for combined PEG Access and Local Origination type programming until such time as quantity of programming warrants a separate channel.

By-Laws Approved: April 8, 2005

SHREWSBURY MEDIA CONNECTION
15 Parker Road, Shrewsbury MA 01545
PHONE (508) 841-8650 FAX (508) 841-8651

Classes at Westborough Television

Fall producers class: To take all the advanced classes WTV offers you must first start with this one. This 6 part series will teach you portable production, studio camera, directing, lighting and more. Once certified you will be able to take out our portable equipment or sign up for studio or editing use. This is a great way to meet people, take part in your community and have fun. This series is open to Westborough residents 18 and over or 16 and up with permission from the high school and to people working for the town. Best of all it's free! For more in info or to sign up please call.

Summer kids class: One week 2 to 4pm Open to 10-14 year olds. limit 12. WTV and the Westborough Recreation department are team to offer the "Kids Video" summer class. The kids make their own show from concept to writing scripts to shooting and directing. This class is a lot of fun and always fills quickly. Contact the Recreation Dept. to sign up.

Final Cut Pro Basic class: This powerful non-linear editing system is used for video production . Come learn the basics. We will offer this Final Cut Pro (FCP) basic class to all current WTV producers.

FCP Advanced class: WTV producers who have taken the basic FCP class, have been actively editing and want to learn some advanced techniques.

GL-1 class: The GL-1 is WTV's new Mini-DV camcorder that is small, powerful and has professional features. In this class you will learn all functions of the camcorder and become comfortable with it's use. The class is for current WTV producers who have already produced something on the 456 camcorder and are ready to move up.

Director immersion class: Sit at the Technical Directors position and learn how to control a studio production. We will do a mock shoot with a full crew and cast. Learn how to handle the crew, give direction and avoid the most common mistakes. This will be as real as it gets. If you ever wanted to direct but didn't want to "practice" on someone's show, this is the class for you.

Frequently Asked Questions

What is Public Access?

With public access television, Westborough residents can create a television program and have it cablecast on the public access channel. Public access is a logical extension of first amendment rights to the most widely used electronic medium of our day. The value of access programming lies not in its mass appeal, but in its opening of the television medium to divergent views and experimentation, and in its capacity to serve the community.

Public access grew from an awareness that television could and should be more than a spectator activity. In many cities across the country, citizens are using facilities provided by their local cable company to produce programs that reflect the personality of their communities as no form of television has before.

Charter Communications is committed to public access television, providing facilities, personnel and support for Westborough. However, it takes more than money and equipment to make access programming. You, the residents and volunteer producers, are what make this vital community resource work.

Who can put programs on the public access channel?

Residents or non-profit organization is welcome to provide programs for the access channel. The channel is available on a first-come, first-served, non-discriminatory basis.

What kind of programs can I make for public access?

There are a wide variety of programs that appear on WCAT-TV. They include arts, music, cultural events, public affairs, governmental issues and meetings, public service announcements for non-profit groups, children's programs, religious and educational programs, documentaries, talk shows, etc. The list of possibilities is endless.

What if I don't know hw to make a TV program?

No problem. The equipment available is designed to be as easy to operate as possible. We also provide free training in basic television production techniques, and ongoing technical assistance to producers as they develop ideas into finished productions.

What equipment is available?

WCAT has portable production capabilities (including single and multi-camera

packages), a television studio, and editing systems. We have lighting equipment, sound equipment, and computer graphics capabilities. All of these are available at no charge to the access producer.

No charge? You mean it's free?

Yes. The training, use of the equipment, facilities and channel time are all free.

What does the term "Local Origination" mean?

Local origination (L.O.) programs are produced by Charter Communications for the local origination channel. It is not the same as public access channels, which contain programs produced by members of the community.

How do I get started?

The first step for most access producers is to complete one or more workshops in the use of video production equipment. WCAT offers workshops in several areas, and will be happy to help you in registering for them.

What access resources are available in Westborough?

Public Access - WCAT-TV - 3R Summer Street, 508-898-3202

- Provides first-come, first-served portable production units.
- Provides first-come, first-served television studio access.
- Provides first-come, first-served editing systems.
- Provides technical assistance to producers.
- Maintains the community bulletin board.
- Trains producers on access equipment.
- Airs programming on channel 11.

Municipal Access - WGAT-TV

- Provides two-camera live coverage from the Selectmen's Office and the Forbes Building.
- Maintains governmental bulletin board.
- Schedules meeting rebroadcasts on channel 12.

Educational Access - WEAT-TV

- Provides portable camera production units.
- Provides production training in the high school and Middle School.
- Maintains educational bulletin board.
- Airs programming on channel 13.

Policy and Guidelines

WESTBOROUGH COMMUNITY ACCESS TELEVISION

Approved:
Monday, December 2, 2002

WCAT POLICY and GUIDELINES

In 1994 the Westborough Board of Selectmen (contractually known as the Issuing Authority) awarded a contract to the then Greater Media Cable Corporation (later purchased by Charter Cable Corporation) to provide cable service to the residents of Westborough. As part of that contract, Charter Cable is *contractually* obligated to provide Public, Educational and Governmental (PEG) Access. This access is provided through Westborough Community Access TV (WCAT) which:

- Is a small staff dedicated to community programming,
- provides a bulletin board of community activities,
- provides portable video equipment to record community events (e.g. sporting events),
- provides a video studio, editing suites, and other necessary equipment suitable for town residents to produce and cablecast their own television shows, and
- provides training on video production techniques and use of the video equipment.

WCAT will provide residents or persons working for the Town of Westborough with training in the uses of TV production equipment, access to production resources and time on the PEG access channels. These resources are available on a non-discriminatory first-come first-serve basis for the production and presentation of programming of interest by and for the Westborough community. All uses of WCAT facilities shall be for non-commercial purposes.

Each town resident's cable bill includes a local access fee. This fee is used to fund WCAT facilities, studio and equipment.

WCAT and its relationship with Charter Cable is overseen by a town committee appointed by the board of selectman, called the Westborough Permanent Cable Supervisory Committee (also known as the Cable Committee and PCSC). A copy of the contract between the Town of Westborough and Charter Communication is available from the Cable Committee Chairman or Vice Chairman.

The PCSC schedules public meetings on the first Monday of each month at 7:00 PM in the WCAT studios, unless otherwise posted. The public is welcome to attend.

The PCSC can be reached through the Westborough Town Hall, or on WCAT's web site http://www.wcat11.com

To contact the WCAT Studio staff, address correspondence to:

WCAT
3R Summer Street
Westborough, MA 01581
508 898 3203
Email: WCAT-11@charter.net

Normal Studio Business Hours (as of December 2, 2002) are:

Monday and Tuesday:	2:00 PM to 10:00 PM
Wednesday and Thursday:	10:00 AM to 10:00 PM
Friday:	9:00 AM to 5:00 PM
Saturday:	9:00 AM to 1:00 PM
Sunday: Closed	

WCAT MISSION STATEMENT

TO EMPOWER THE WESTBOROUGH COMMUNITY TO FREELY AND WITHOUT CENSORSHIP EXPRESS A DIVERSITY OF PERSPECTIVES BY UTILIZING ACCESSIBLE CABLE TELEVISION COMMUNICATION EQUIPMENT AND TECHNOLOGY.

To train Westborough residents to use video technology;

To maintain a strong presence in the community;

To provide a wide range of programming;

To develop outreach programs to all segments of the community;

To encourage broader community activism and support through public access; and

To strive to achieve technically and aesthetically excellent programming.

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BECOMING A PRODUCER

Any Westborough resident or town employee is welcome to become a WCAT Community Producer and gain access to production resources, training, or channel time. To become a producer, a person must attend an orientation session provided by WCAT staff and acknowledge these policies in writing.

Orientation sessions will be held the third Thursday of each month. At this session, participants will be given a Producer Information Form (PIF) and a copy of these Policies and Guidelines. Signature on the PIF constitutes agreement with these policies. The signed PIF must be returned to WCAT before producer's privileges are granted. All persons under the age of 18 must have their parent's or guardian's consent and co-signature on all WCAT forms.

Producer Information may be entered into WCAT's producer database. This database is available to all community producers.

Community Producer Card

All community producers will receive a producer card that verifies their right to use WCAT production resources. It is also an acknowledgement by the community producer of their familiarity and acceptance of these policies.

WCAT producers must not represent themselves to be employees of WCAT, Charter Communications or the Town of Westborough or having the ability to speak for those organizations. Such actions will result in a loss of all producer privileges.

Training and Workshops

Any resident or town employee is eligible for training. Basic and advanced TV production workshops for field, studio and post-production are available on an ongoing basis free of charge. Workshops are given under the direction of the WCAT staff or by an appointed person at the discretion of WCAT. Certain advanced classes may require a fee to pay for an outside consultant or instructor.

Except for classes specifically designated for youth, all persons under the age of 18 must have a written approval from a parent / guardian prior to the start of the class.

Class schedules will be distributed to producers through WCAT Email lists and the Channel 11 Bulletin Board. Those wishing to take classes must sign up on a first-come, first-serve basis.

Certification

Community producers may be certified in several ways:

- Attendance in a workshop series and complete the requirements of the class.
- Experienced videographers may be certified by:
  1. Providing a demo reel or
  2. Letter of reference or
  3. Demonstrating proficiency with each piece of equipment requested

Volunteers and Interns

WCAT relies heavily on the services of volunteers. WCAT producers are encouraged to volunteer during and after their training and certification. Students receiving high school or college credit are encouraged to intern. Volunteers and interns must complete the Producer Information Form (PIF) to show their agreement with these Policies and Guidelines.

PROGRAMMING

WCAT is responsible for the administration of channels 11 (Public Access), 12 (Government) and to a lesser extent 13 (Education) for Public, Educational and Governmental Access (PEG). Any producer may request broadcast time on channel 11 for the presentation of programming they produce themselves or programming produced elsewhere.

Time Slots

1. Program time slots are twenty-nine minutes in duration, or longer with Access Director permission. This allows the studio to insert public service announcements or disclaimers before a show.
2. Program time slots for the access channels are available on a first-come, first-serve basis requested every six (6) months. Series are encouraged. Those wishing to place LIVE or taped programming on the access channels must submit Cablecast Request and Indemnification Form (CRIF) a minimum of ten days and tape at least three days prior to the cablecast date, unless approved by the WCAT Access Director.
3. Requests for time will be considered within the constraints of scheduling as well as staff and equipment availability. A total of six (6) showings per week may be requested at various time slots. The exact days, times and number of playback slots will be at the discretion of WCAT's Access Director.
4. Requests for time on Channel 11 must be made to WCAT's Access Director.

Prime Time

Prime time is defined as any time between the hours of 5:00 P.M. and 10:00 P.M. An individual may request no more than three prime time playback opportunities, per show, per week.

Series

A series is considered to be at least four new programs cablecast on a regular basis. Time slots may be requested on a yearly basis. Series must meet all of the following conditions:

1. Consistent use of time slot with new material.
2. A total of six (6) time slots (including 3 prime time) may be requested per week.
3. Each program should meet the established running time of twenty-nine (29) minutes. Programs that do not meet the required running time will be scheduled on an as-available space basis.
4. Series-time slot may be revoked after 30 days without new material or violation of above criteria.

Requirement for Tape Submission

WCAT standards for playback include at least one minute pre-roll from the beginning of tape immediately preceding the show and a one minute post-roll following the program (NO DEAD AIR) – unless prior approval by the Access Director.

Producers may fill this space with:

- 30 seconds black, 20 seconds color bars and tone, 10 second countdown
- Black
- Information slate or station I.D.

Tapes may be submitted in these formats:

- ½" VHS in SP mode only
- Super VHS in SP mode only
- Mini DV format (on studio compatible media only)

Rewind tape to beginning and label properly with title, producer's name and contact information, program running time, and Program In / Out times.

Programs using WCAT facilities must credit WCAT for use by either (in order of preference):
1. Using the WCAT video logo (available from the Studio Staff) as part of the beginning or ending credits,
2. By providing a video "bug" in a corner of the video with the WCAT logo, or
3. By giving credit at the beginning or end of the program.

Minimum Technical Standards

Programs to be cablecast must meet certain minimum technical standards at the discretion of the WCAT Access Director. In particular, the tape quality must be sufficient to work properly with the WCAT playback equipment.

Content and Clearances

WCAT is content neutral and does not preview programs. Producers must be familiar with and are fully responsible for the content of their program material**. Producers are responsible for obtaining all releases, clearances and copyright permissions.** Copies of all releases, clearances, and copyright permissions shall be submitted to Access Director before the show can be cablecast. Copies of all forms are available from the WCAT studio staff.

Presentation of the following is prohibited:
- Any commercial advertising.
- Any material that constitutes libel, slander, or obscenity.
- Any unauthorized use of copyrighted material.
- Any works in violation of FCC regulations, local, state or federal laws.

Producers with programming of an adult subject matter may schedule their programs after 10:00 PM to preclude younger audiences.

WCAT runs disclaimers periodically which are available to producers.

Political Campaigning

Political candidates or advocates of ballot issues are subject to the same policies and regulations as other users of the Public Access channels. The nature of public access is that everyone in the community has equal access to the facilities and channel time.

Ownership

- Community producers own their programs.
- WCAT has the right to maintain a copy of any program produced with WCAT equipment in its tape library and to cablecast that program an unlimited number of times.
- WCAT has the right to use programs for promotional purposes related to WCAT.
- Only the community producer may authorize any other use.
- After one year a producer may request that their program not be cablecast further.

Underwriting of a Show or Series

Producers may solicit underwriting by businesses, organizations or grantors to provide monetary assistance in the production of their show or series. In return, the producer is expected to acknowledge that assistance in their show and to promote or clearly identify the underwriter, **NOT** to promote or sell its products. A producer will use the following guidelines to determine appropriate acknowledgement of an underwriter.

What can be used:

- Company logos, slogans, and mascots or other symbolic figures
- A specific product line or brand name
- Photo or drawing of business exterior
- Location info – street address or reference to area served (Phone numbers not allowed)

- Neutral description of product, service or target markets

What cannot be used:

- Tobacco products, alcoholic beverages or firearms
- Demonstrations of products' performance or characteristics
- Lyrics sung to music
- Comparative claims (e.g. Serving more customers than any other bank; Featuring the best products and services in town)
- Qualitative claims (e.g. fine, excellent, tasty, leading)
- Solicitations or 'call to action' statements (e.g. Call us at 555-6600; ask us about our IRAs)
- Pricing info (office products at discount prices; 3% interest rates now available)
- Any inducement to buy, sell, or lease (six months free service; special gifts for first 50 customers; now offering free checking)

By following these guidelines, producers will stay clear of any commercial content in their show or series.

Grants

WCAT producers are encouraged to make requests to the PCSC for additional resources they may need for the production of their show. This includes, but is not limited to, copyright free music and video stock footage, material for sets, blank video stock, camera or video equipment and software. Requests are to be made to the PCSC prior to purchasing the resources in case the grant is not approved.

The general procedure is for the producer to fill out a grant request form and follow the directions on the grant request form. The producer must clearly state on the request form:

- Name and contact information
- Reason for the request
- Description of each item being requested (the more detail, the better).
- Cost of each item (including shipping and handling). If the cost is not known before hand, a "not to exceed" price can be used as long as it is made clear that it is not the actual cost.

At the next regular meeting of the PCSC, grant requests will be reviewed. Its is strongly recommended that the producer attend the committee in case there is any discussion of the grant request.

If there is any question or doubt about the grant request or process, contact the WCAT Access Director or a member of the PCSC for advice.

Publicity

WCAT encourages producers to publicize their programs in a variety of ways including use of local media and promos for cross promotion. Two weeks notice should be given to the WCAT Access Director for entries for the Channel 11 bulletin board.

Staff Programming Initiatives

The WCAT staff may use its discretion to produce programming for purposes of community awareness, outreach promotion and producer training.

Outside Programming

The WCAT staff is committed to seeking programming, which would contribute to the diversity and quality of programming offered to the Westborough community. For programming opportunities from outside the Westborough community (other Access Centers, organizations like the Alliance for Community Media, media arts centers, MCET) staff may sponsor such programming as Producer of Record.

- Programming produced outside of Westborough may run on Westborough public access channels. Any town resident who fills out an MIF and CRIF may sponsor a program as Producer of Record

- Cablecast requests will be honored on a first-come, first-serve basis. Locally produced programming has precedence over outside programming when scheduling conflicts arise.

EQUIPMENT RESOURCES

Portable production, post-production, and studio production equipment is available on a first-come, first-serve basis, and may be used for making live or taped programs for cablecast on the access channels.

Producers are fully responsible for all WCAT equipment and facilities that they are using or borrow. Producers must agree to pay for the replacement of any and all equipment damaged or destroyed while signed out to them.

Field Production Resources

1. The amount of equipment available for a given request will be determined by WCAT staff, based on availability, producer experience, the producer's needs, the needs of others and the equipment repair schedule.
2. Equipment must be reserved no less than 24 hours and no more than six (6) weeks in advance.

Equipment Check Out

1. The producer (or parent/guardian co-signer for persons under the age of 18) who reserved equipment must check out the equipment at the WCAT studio. Once checked out, that producer is responsible for the safe return of the equipment in the same condition as when checked out. Every effort should be made by the producer to protect the equipment from theft or damage (due to rough handling, extreme heat or cold, accident, etc.)
2. It is recommended that the producer set up and test the equipment before leaving the studio, including batteries, light bulbs, cables and so on. Staff will record information on a designated form and the producer will sign a copy. Allow at least 30 minutes for check in and out of equipment.
3. The WCAT staff is not responsible for batteries being fully charged prior to equipment check out.
4. If a community producer is making use of the equipment for more than one check out period, he/she must renew the check out in person at the established check out times.
5. If there are compelling reasons to get equipment at times other than the regularly scheduled check out times, a staff person must approve such request. That staff' person is responsible for following through with the check out and must also be responsible for setting up the check in time with that user. Abuse of this privilege is not to be taken lightly since it disrupts the operation of the facility.

Equipment Return

1. All equipment including tapes and WCAT owned media (e.g. sound tracks) must be returned at the time indicated on the Equipment Check out Form.
2. Borrowers are responsible for notifying staff if there are any problems with the equipment.
3. Producers may not borrow additional equipment until all items have been returned in good working order.

Check out and Return Times

Posted Studio hours.

Editing

- **No one may reconfigure any edit station, equipment calibration or studio wiring without WCAT Staff permission**. Violation will result in the immediate and permanent loss of all access privileges.
- WCAT staff is required to be on the premises while using any edit station.
- Producers must consult with the staff before bringing in accessories

Edit time must be reserved no less than 24 hours and no more than six (6) weeks in advance. There is a 12-hour per week maximum reservation per person per program. Producers may reserve at most four hours per day. Time not reserved is available on first-come, first-serve basis.

- Producers using the edit facility, studio or control room must sign In and Out with staff.

Studio Productions

- **No one may reconfigure any studio wiring or equipment calibration without WCAT Staff permission**. Violation will result in the immediate and permanent loss of all access privileges.
- All studio productions require WCAT staff to be on the premises. Staff is not to be considered part of a crew; he/she has other responsibilities and is there to oversee use of the facilities.
- Crew position assignments are the responsibility of the producer. Studio crew must be certified or approved by the WCAT staff. Interns and volunteers may be available to assist on an *as available* basis. Producers must consult with the staff before bringing in accessories.
- Studio time must he reserved no less than 24 hours and no more than six (6) weeks in advance. The studio may be reserved for a maximum of 12 hours per week. There is a maximum of 24 hours per program, including set up and strike time.
- Producers must allow time to strike sets and clean up before leaving.
- Producers may construct sets at the discretion of the WCAT Access Director.
- Upon completion of use of facilities, WCAT staff must check condition and sign off.

PRODUCER RESPONSIBILITY

Producers are responsible for the WCAT facilities and equipment signed out to them, including damage and theft. They are responsible for the actions of crew, guests, and any others involved with their production.

In the event any equipment is stolen, the producer is responsible for the following:
- Filing a police report reporting that the equipment was stolen,
- Immediately contacting the WCAT studio informing them of the theft,
- Inform the producer's insurance company of the theft.

To minimize the risk of theft and rough handling of the equipment, WCAT strongly recommends that:
- equipment should never be left unattended,
- if equipment must be left unattended, it must be secured in a locked room or vehicle, and
- equipment should never be left in a vehicle overnight.

Cancellation Policy

Producers **MUST** give at least 24 hours notice when canceling any reserved use of WCAT portable equipment, edit use, classes or Studio/Control Room. If a producer is more than 30 minutes late without notification, the reservation may be cancelled. Repeated last minute cancellations may result in loss of studio use, at the discretion of the WCAT Access Director.

Violations

In order for these policies and guidelines to be effective and to keep operations running smoothly, a penalty system has been instituted. There are two types of rules which, if violated, can result in restrictions on a producer. The WCAT Access Director is authorized to issue warnings and suspensions.

Major Violations

Major violations will result in an immediate 90-day suspension of producer's privileges. These include, but are not limited to:
- Commercial or profit-making use of WCAT facilities.
- Misrepresentation of producers' affiliation with WCAT.
- Falsifying forms.

- Taking or reserving equipment without staff permission.
- Abuse of equipment, including attempted repair, or improper transport.
- Abusive behavior or violence towards WCAT staff, other producers, guests or crew.
- Any criminal behavior while on WCAT premises.

Any subsequent major violation will result in the permanent loss of WCAT equipment and facilities privileges.

Minor Violations

These include, but are not limited to:

- Failure to cancel a reservation in accordance with the previously defined Cancellation Policy.
- Late return of equipment without notification and approval, including tape stock and other media.
- Eating or drinking in restricted areas.
- Failure to clean up after using the facilities.
- Handling off limits equipment or in off limits areas.
- Smoking in the facility.

Minor violations will result in the following series of actions within a one year period.

First violation:	written warning
Second violation:	written warning
Third violation:	30 day suspension
Fourth violation:	90 day suspension

Appeals

Community producers and WCAT producers are encouraged to resolve difficulties on the staff level. Any community producer wishing to appeal an action of the staff may request a hearing before the PCSC.

OTHER CONDITIONS

Videotape

WCAT will provide videotape stock free of charge to producers. These tapes are the property of WCAT and will remain the property of WCAT. Producers must return all videotape stock to WCAT at the completion of their projects.

Copies of Programs

Producers are allowed to make copies of their program(s) with studio equipment on media they provide. Producers should not expect (or ask) WCAT staff to make copies; staff have other responsibilities and are there to oversee the use of the facility.

Bulletin Board

There are bulletin boards at the WCAT office for announcements from WCAT to producers to use to communicate with each other. A copy of these policies, the most recent minutes of the PCSC and other documents will be posted.

Access Channels Electronic Bulletin Boards

The electronic bulletin board on Channel 11 is available for WCAT programming and town related notices. The WCAT Access Director administers the electronic bulletin board. Bulletin board request forms are available from the WCAT staff. See the bulletin board request form for additional rules and polices for making bulleting board requests.

WCAT Web Site

The WCAT Web Site can be found at http://www.wcat11.com.

Public File

There will be a file available to WCAT producers, which includes the names and addresses of all producers.

Facility Upkeep

- The WCAT facility is a public building with substantial electronic equipment. Therefore, it is a strictly enforced, non-smoking environment.
- No smoke or fog machines are permitted in the studio.
- Community producers are expected to clean up after each time they use the facility. This includes striking sets, replacing all equipment and cables, and sweeping floors, kitchen clean up, etc.
- No animals are allowed in the building except for seeing-eye dogs or animals involved with a production.
- Eating and drinking are allowed in designated areas.

Sets

Producers are encouraged to create their own unique sets for their projects. WCAT will provide some props and supplies for sets, on an as-available basis, but has a limited amount available. Grants are available to producers for new sets and props.

- Community producers must remove all personal set materials from the facility when they are finished. WCAT has limited storage for sets. Set storage can be used at the discretion of the WCAT Access Director and should be arranged prior to creating the set if the producer is planning on storing the set at the studio.
- WCAT office equipment and supplies may not be used for sets.
- No one may use another producer's set without prior permission. Producers are discouraged from using another producer's set design; each show should have its own unique look and character.
- WCAT is not responsible for set, props or personal items left on the premises.

Right to Refuse

WCAT reserves the right to refuse the use of its facilities to any individual who appears to be under the influence of alcohol or drugs or who interferes with the orderly conduct of business.

Indemnification

Users of the access channels shall indemnify the Town of Westborough, PCSC, and Charter Communications and its employees against any and all liabilities arising out of use of facilities and resources, or out of breach of the Agreement with these Policies.

Persons under the Age of 18

All town residents are welcome to become producers for WCAT. Persons under the age of 18 are required to have a parent/guardian be responsible for their actions and must have a parent/guardian sign off on all WCAT forms. Two WCAT staff members are required to be on duty whenever a person under the age of 18 is in the studio. In the event two staff members are NOT available, the under age person must be accompanied by a parent or guardian.

Grievance Procedures

WCAT defines a grievance to mean a complaint based on a difference of opinion as to the meaning, interpretation or application of WCAT policies and guidelines. The grievance must first be presented in writing to the WCAT Access Director within three working days of the occurrence of the event upon which the grievance is based. The WCAT Access Director will meet with the producer submitting the grievance within seven working days in an effort to resolve the difference. In the event that the grievance is not

disposed of at this time or in the event that no decision has been rendered, the grievance shall be referred in writing to the PCSC for a decision at the next regularly scheduled meeting.

Interpretation

Where the implementation of these policies are subject to interpretation, whether the subject of a grievance or not, decisions may initially be at the discretion of the WCAT Access Director. The PCSC will be the ultimate arbiter of any unresolved grievance.

The Westborough Permanent Cable Supervisory Committee reserves the right to change the Policies and Guidelines of Westborough Community Access TV (WCAT) at any time.

AGREEMENT WITH WCAT POLICIES AND GUIDELINES

I have read, understand, and agree to abide by the Policies and Guidelines of Westborough Community Access TV (WCAT).

1. I am thoroughly familiar with the nature of all Program material submitted by me, and take full responsibility for its content.

2. I understand that the material I produce may be used for programming on the Public, Educational or Governmental (PEG) Access channels.

3. I understand that the following material is prohibited for presentation on the PEG Access Channels:

   - Any commercial advertising;
   - Any material which constitutes libel, slander, or obscenity;
   - Any unauthorized use of trademark or copyright;
   - Any material in violation of FCC regulations, local, state or federal laws.

4. I agree to obtain all necessary clearances and permissions from any and all organizations, individuals and groups as may be needed to tape and/or cablecast material on the PEG Access channels.

5. I understand I am fully responsible for all WCAT equipment and facilities that I use, and I agree to pay for the replacement of any and all equipment damaged or destroyed while signed out to me.

6. I understand that I am fully responsible and agree to hold harmless, the Town of Westborough, Westborough Permanent Cable Supervisory Committee, Charter Communication Corp. and their directors, officers, employees and volunteers (and their successors) from any liability, loss, claim, cost or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes or violates any rights of any person or organization.

7. The Westborough Permanent Cable Supervisory Committee reserves the right to change the Policies and Guidelines of Westborough Community Access TV (WCAT) at any time.

NAME _____

SIGNATURE _____ DATE _____

PARENT/GUARDIAN (if under age 18) _____ DATE _____

WCAT STAFF SIGNATURE _____ DATE _____

Please complete the producer information form on back and return to:

WCAT
3R Summer Street
Westborough MA 01545
Attn: Access Director

WCAT PRODUCER INFORMATION FORM

NAME

Address

Phone (H) (W) Fax:

Do You Have Pre-Produced Tapes For Cablecast? Yes- No

How Did You Hear About WCAT? Cable Newspaper Newsletter Presentation Word Of Mouth Other

What Are Your Main Objectives in becoming a producer?

What Type of Programming Would You Like To Produce?

Do You Have Previous Film/Video Experience?

When Would You Most Likely Be Using the Facility?

Check Any Areas You May Like To Volunteer To Help Our Public Access Work?

- ❑ TV Production Crew
- ❑ Office
- ❑ Taping Government meetings

Glossary

WCAT	Westborough Community Access Television Channel 11
WGAT	Westborough Government Access Television Channel 12
WEAT	Westborough Educational Access Television Channel 13
PEG	Public, Educational and Governmental (Access)
Community programming	*hybrid use of a designated channel for combined PEG Access and Local Origination type programming until such time as quantity of programming warrants a separate channel*.
Access Director	Employee of Charter Communications who is responsible for the operation of WCAT access facility, studio and equipment.
Issuing Authority	Town of Westborough
FCC	Federal Communications Commission

Revision History

Draft 1 Mailed out for revision on 9-16-02

Draft 2 Updated to reflect comments from Tim, Catie, Bob and Mark.

- Major changes include syntax and spelling
- Changing WCAT-11 to WCAT due to Gov and Ed channels
- Reorganized into major sections: Producers, programming, responsibility, other…

Draft 3 Updated to reflect comments from Oct 7 2002 Cable Committee review.

- Broke Grant and Underwriting into two sections. Added text from Catie about underwriting. Made up text about grants.

RC1 Two minor changes after legal review: add words to effect that cable comm can change policy, remove last line of mission statement. Removed change bars.

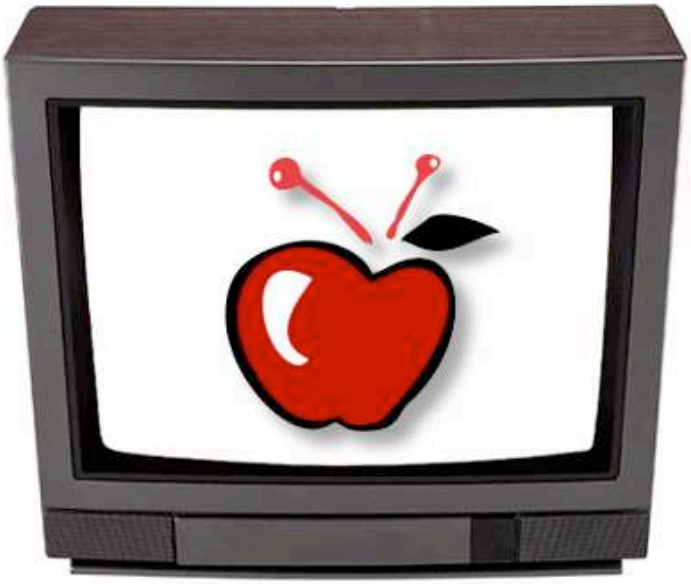
RC2 Minor changes after committee review and approval.

# # #

WILMINGTON COMMUNITY TELEVISION, INC.

MEMBER POLICIES AND REGULATIONS HANDBOOK

Most Recent Revision: June 12, 2002



WCTV

WCTV, INC.
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P E G

Current 6/12/2002

WILMINGTON COMMUNITY TELEVISION
MEMBER POLICIES AND REGULATIONS
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Current 6/12/2002

MISSION STATEMENT

Community access television is television for the community and by the community. WCTV, Inc. will provide: training and technical assistance in the uses of cable TV production and equipment; access to production resources; and time on WCTV, Inc.'s Public (9), Educational (10), and Governmental (22) access channels. These resources are available for the production and presentation of non-commercial programming for the Wilmington community. Wilmington Community Television is governed by the Board of Directors.

INTRODUCTION

Residents of Wilmington as well as organizations affiliated within the town are welcome and encouraged to use WCTV, Inc. resources. Anyone may request air time for the presentation of a pre-recorded non-commercial television program. Anyone wishing to communicate with subscribers on the electronic community bulletin board for non-commercial, non-political purposes is welcome to submit their message on a Community Bulletin Board Request Form to the Executive Director. In addition, WCTV, Inc. will cablecast public service announcements (PSA's) between programs.

Hours of Operation

Monday	**10 a.m. - 9 p.m.**	**Thursday**	**10 a.m. - 9 p.m.**
Tuesday	**10 a.m. - 9 p.m.**	**Friday**	**9 a.m. - 1 p.m.**
Wednesday	**10 a.m. - 9 p.m.**	**Saturday**	**9 a.m. - 1 p.m.**

Summer Hours: WCTV, Inc. will be closed on Saturdays from the end of June through Labor day.

WCTV, Inc. mailing address is Wilmington Community Television, Inc., PO Box 35, Wilmington, MA., 01887. WCTV is located at 140 Middlesex Ave., in the rear of the Swain School.

WCTV Phone #: 978-657-4066 Fax #: 978-658-7888 Email: wctv@mindspring.com

Current 6/12/2002

Web Site: www.WCTV.org

Current 6/12/2002

PART ONE: EQUIPMENT USE AND PROCEDURES

1. REQUIREMENTS

To obtain the privilege of using the WCTV, Inc. resources, a person must:

A. Show proof of Wilmington residency or have an affiliation with a Wilmington based organization that has become a WCTV, Inc. organizational member.

B. Sign an agreement to follow the Policies and Regulations of WCTV, Inc. as put forth in this document.

C. Pay the current membership fee.

2. TYPES OF MEMBERSHIP

There are three types of membership; Individual, Family, and Organizational. Each must be renewed annually.

A. Individual memberships require a fee of $15.00 per year.

B. Family Membership requires a fee of $25.00 per year per immediate family and/or members of the same household.

C. Organizational membership requires a fee of $50.00 per year for the organization. This fee includes training for four (4) members of the organization in the use of WCTV equipment. Additional users are $15 per member.

D. Student/Senior Membership fee is $10 and is available to members under age 18 years, full time college students with a valid student ID, and those over the age of 60. Members under the age of 18 must have signed a "parental consent form" that will be kept on file at WCTV.

3. WCTV, INC. ACCESS COURSES AND WORKSHOPS

WCTV, Inc. Access Courses are offered year round on an on-going basis and are advertised in the members' newsletter and on the WCTV, Inc. Community Bulletin Board. Workshops and/or individual instruction are offered to familiarize members with new production resources. Workshops and courses are given under the direction of the WCTV, Inc. staff. A Producer's bulletin board at WCTV, Inc. is available in the foyer for the use of members and staff. Notice of upcoming workshops, meetings, or crew needs, etc. may be posted. It is necessary to become certified by WCTV staff in the use of WCTV equipment to make use of equipment resources.

A. Training

  B. Orientation sessions are a prerequisite for all other courses and workshops.

  C. WCTV, Inc. offers courses covering basic studio production, field production, editing and computer graphics. Workshops are available on a first come, first serve basis.

  D. Members must have completed any advanced course pre-requisite before signing up for advanced workshops.

B. Certification for use of WCTV, Inc. Equipment / Studio

  1. To become a certified community producer a member must:

    2. Complete the corresponding course for each piece of equipment, OR

    3. Become certified and bypass classes by either demonstrating proficiency with each piece of equipment or providing a demo reel or letter of reference.

    4. WCTV, Inc. staff reserves the right to require that a producer take a workshop to obtain certification.

4 **EQUIPMENT**

A. Equipment / Facilities Procedures

B. Equipment and facilities may be used for making programs For Cablecast on the WCTV, Inc. PEG Channels only. Use of equipment for commercial purposes is prohibited.

C. Anyone who produces programming using WCTV, Inc. access facilities and equipment retains ownership of the copyrights to that program. However, WCTV, Inc. retains the master and reserves the right to replay all or part of the program over the channels at its discretion.

D. WCTV, Inc. equipment may only be used by a member of Wilmington Community Television, Inc., who has agreed to comply with WCTV, Inc. Policies and Regulations, and has completed training pursuant to the policies and regulations. Equipment must be utilized in a safe and responsible manner at all times.

E. Users should identify themselves as public access producers and volunteers, not as staff or employees of WCTV, Inc.

F. Users under 18 years of age must have a parent or guardian fill out and sign the "Parental consent portion of the compliance form," which must be on file at WCTV, Inc.

G. Producers are expected to keep any equipment/facility/edit suites/studio reservations and arrive on time for such reservations. Members must give a 24 hour notice when canceling any reserved use of WCTV, Inc. facilities, studio, or classes. If a member is more than 30 minutes late without notification and approval, any reservation may be canceled.

H. Do not attempt to repair equipment yourself. Only WCTV, Inc. staff can authorize repair of any kind to the equipment. Any problems with the equipment must be brought to the attention of the staff immediately. The user is responsible for any damage done to equipment by misuse.

I. Members are expected to clean up after themselves when using WCTV, Inc. facilities.

J. Eating or drinking is allowed in designated areas only.

K. No animals are allowed in the building without the approval of the Executive Director.

L. Any alterations or additions to WCTV, Inc. equipment at any time is off limits unless each occurrence is authorized by the WCTV, Inc. staff..

B. Equipment Sign-Out

C. Remote Equipment Check-out/Return Procedures

D. All remote equipment must be checked out/in by WCTV, Inc. staff.

E. Equipment must be returned at the time indicated on the equipment check out form.

F. In order to sign out equipment, users must sign all required forms.

G. It is suggested that producers set up and test the equipment before leaving. All first time users Are Required to set-up the equipment before they are allowed to check it out.

H. Members are reminded that equipment must not be left unattended or left overnight in a car

I. WCTV staff reserves the right to limit the amount of equipment which any one individual or group may reserve.

J. Reservations are made on a first-come, first-served basis up to one month in advance.

K. Users are responsible for notifying staff that equipment has been returned. If there are any problems with equipment, the user should fill out equipment failure report.

L. Users may not borrow additional equipment until all items have been returned in good working order.

C. Editing /Facility Usage

A producer must be properly trained in order to schedule and use the editing suites or facilities.

1. Requests and cancellations for use of WCTV, Inc. editing suites or facilities shall be made with the staff on a first-come first served basis, up to one month in advance.
2. Users under the age of 18 who wish to schedule the editing suites or facilities must have written permission from their parent or guardian, on file.
3. Producers are encouraged to limit use of the studio or editing facilities to a 4 hour block of time.
4. A time may be reassigned if the producer is more than a half hour late, without notification.
5. After Hours Editing
    6. Members are responsible for and must obtain keys, security operations, and forms, through the Executive Director only.
    7. If alarm sounds, the phone should ring soon. Answer phone as it will be the alarm company requesting identification.
    8. Lock all major entry doors while editing.
    9. Members using after hours editing time are only allowed on premises during the time which was scheduled and reserved, and only for editing.
    10. Only those persons listed on the after hours editing form shall be permitted to enter WCTV, Inc.'s premises during after hours editing.
    11. Do not attempt to repair editing equipment. If a problem arises, your edit time has ended.
    12. Keys must be returned within three working days after editing time.

D. Use of the Studio/Control areas

1. A producer must be trained for studio production prior to scheduling use of the studio and control room.
2. Reservations for the studio and control room should be made with the staff on a first come, first served basis up to one month in advance.
3. Scheduled studio time should include time needed to set up, break down and clean up in studio. It is generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and clean up of the studio.
4. Users under 18 who wish to schedule the studio or participate in a studio production must have written permission from a parent or guardian, on file.
5. The producer is responsible for assembling their own crews for the production. WCTV, Inc. staff should not be expected to fill in as crew for productions.
6. Crew position assignments are the responsibility of the community producer. All studio crew must be trained or approved by the WCTV, Inc. staff.
7. Producers who cancel studio time must do so at least 24 hours in advance of the production.

E: Videotape and Media Storage

1. WCTV will provide one video tape for raw footage purposes and one videotape for a program master per project. Additional tapes may be purchased from WCTV by the member at a significant discount from retail cost. WCTV staff reserves the right to limit the number of tapes provided to any one member, and also reserves the right to request the return of all raw footage tapes after program completion. Members then have the option to purchase their raw footage tapes, if they choose, at a discount from retail.
2. WCTV's production equipment is highly sensitive to junk videotape. Therefore, it is a violation

of WCTV policy for members to use videotape purchased outside of WCTV in WCTV equipment. WCTV staff reserves the right to confiscate any junk tapes being used in WCTV equipment.

3. WCTV members are required to purchase all digital video tape from WCTV. This tape is offered at a discount from retail. No digital tape will be given out without payment for that tape.
4. WCTV requires that members purchase formatted computer disks from the WCTV staff. These disks are for use with WCTV multimedia equipment only and not for home use. It is a violation of WCTV policy for members to bring in disks from home for use in WCTV computers.
5. To avoid computer viruses, members are not to install or download any programs, software, or files on WCTV computers. Such action will result in immediate suspension of privileges.

5. COPIES

WCTV members may make copies of their program tapes using WCTV equipment at any time that does not interfere with production. Blank videotapes must be purchased from WCTV to ensure tape quality. Copies of WCTV programs are available to community members and priced according to WCTV's fee schedule. Proceeds from the sale of program copies benefit WCTV's Scholarship Fund.

6. **INSURANCE AND RESPONSIBILITY**

WCTV, Inc. has an insurance policy for equipment while members are using it. Premiums are paid by WCTV, Inc. and the policy is in WCTV, Inc.'s name. In the event that equipment is stolen or damaged due to negligence and the insurance company honors the claim, the member is responsible for the $250 deductible payment. In the event the insurance company does not honor a claim or a claim is less than the $250 deductible payment, it is the responsibility of the member to reimburse WCTV, Inc..

Members may ask the board for a determination of negligence. Negligence will be determined by a vote of the Board of Directors. The vote by the Board of Directors will be the final decision**.** Members are reminded that equipment must not be left unattended or left overnight in a car or in a manner that might damage the equipment. Equipment may not be used in hazardous situations without prior approval of the WCTV, Inc. staff. If equipment is stolen, a police report must be filed immediately. Due to insurance coverage, a WCTV, Inc. staff member should be informed when equipment is to be taken outside the community.

Members covering public meetings that are the responsibility of WCTV, Inc. are not responsible for accidental damage of equipment. However, normal care and precautions should be taken during the set up, taping, and dismantling of the equipment.

7 **VIOLATIONS**

Members are encouraged to resolve difficulties on an individual level. If a resolution is not forthcoming, the Executive Director or his/her designee is authorized to issue verbal warnings and suspensions for violations. If requested in writing by the Executive Director, the Ad-Hoc Committee of the Board of Directors may assist in the clarification or interpretation of the WCTV, Inc. Policies and Regulations. However, it is the responsibility of the Executive Director to issue warnings and/or suspensions.

Anyone may submit an appeal or a complaint to a designated Ad-Hoc Committee of the Board of

Directors. They will receive, review, and follow up within 10 working days on all requests submitted in writing. The Ad-Hoc Committee may submit the issue to the Board of Directors at the next Board meeting. Also, a member may appeal the decision of the Ad-Hoc Committee in writing to the Board of Directors. The decision of the Board of Directors is final**.**

MAJOR VIOLATIONS will result in an immediate suspension of membership. These may include, but are not limited to:

1. Verbal or physical abuse of staff or other members
2. Possession or use of illegal substances (including alcohol) and or weapons on the premises of WCTV, Inc.,
3. Intentional destruction of equipment
4. Installation or down loading of any software of file on a WCTV computer.

MINOR VIOLATIONS may result in a verbal warning, or a suspension of privileges. These may include, but are not limited to:

1. misrepresentation to others of member's status or affiliation with WCTV, Inc.
2. failure to thoroughly clean up and neatly put away all equipment after using WCTV, Inc. facilities
3. having food or drink in non-eating areas
4. handling off limit equipment, i.e., playback equipment
5. use of equipment without staff permission
6. late pick up or return of equipment without notification and approval
7. use of WCTV, Inc. facilities and/or equipment for the sole purpose of profit making. Profit making does not include payment for services.
8. smoking in WCTV, Inc. facilities
9. attempted repair of equipment
10. any violation of after hours edit policy
11. Use of any non-authorized videotape stock in WCTV equipment.

8 INTERNS

WCTV, Inc. will accept interns at the discretion of the Board of Directors and the Executive Director. Students receiving college or high school credits are encouraged to intern.

PART TWO - PROGRAMMING

1. CHANNEL TIME

Because WCTV, Inc. acknowledges the effort and time of volunteer producers, WCTV, Inc. will make every effort to cablecast their programs multiple times. Those wishing to have programming placed on WCTV, Inc. are to submit a Cablecast Request Form with the completed program tape. Consideration will be given to special requests for time slots. Requests for a time slot (single program) and for consistent time slots (program series) will be honored within the constraints of scheduling. However, first run programs will have priority over re-runs in scheduling. WCTV, Inc. reserves the right to assign time slots for all programs and makes changes to the schedule as needed.

If a program is to be cablecast live, the responsible producer must submit a Cablecast Request Form to WCTV staff the day prior to the live cablecast.

Producers under the age of 18 must submit a Cablecast Request Form signed by a parent or adult guardian.

Producers may request a time slot, but final scheduling is at the discretion of WCTV, Inc. and may change without notice. WCTV, Inc.'s programming schedule endeavors to reflect sensitivity to age appropriate time slots.

2. CABLECASTING PROCEDURES

Before cablecasting, all videotapes must be clearly labeled on the box and cassette with the:

1. Producer's name
2. Title of program
3. Date to begin airing
4. Date when program becomes obsolete (if applicable)
5. Total run time

The beginning of all cablecast programs must contain the standard format on the leader tape:

1. Color bars
2. Countdown

The end of all cablecast programs must have 30 seconds of black. WCTV, Inc.'s staff reserves the right to withhold cablecasting of programs which do not meet adequate technical standards:

1. All programming must be submitted on 1/2" high quality VHS or SVHS format videotape.
2. All tapes must be recorded on Standard Play (SP).
3. Audio quality of all videotapes must be constant and of sufficient level to permit adequate reproduction by transmission equipment.
4. Producers must fill out and sign a Cablecast Request Form with every program submitted for cablecast..

SERIES PROGRAM: A series program is one that is produced on a regular basis. Failure to maintain production of a series will result in loss of time slot. A Cablecast Request Form must be signed and submitted with every program tape submitted for cablecast.

3. IMPORT PROGRAM PROCEDURES

A program that is not produced by a Wilmington resident is considered an "Import Program." WCTV

will cablecast Import Programs provided that each program is sponsored by a Wilmington, MA resident. The sponsor must complete and turn in an "Import Program Cablecast Request Form" with each tape to be cablecast. The Cablecasting Procedures and Channel Time policies as described above apply to all Import Programs. WCTV does not mail programs back to producers. Producers wishing to have their program tapes returned must provide WCTV with a self-addressed envelope with proper prepaid postage.

4. **PROHIBITIONS and CLEARANCES**

Users of WCTV, Inc. and program producers are fully responsible for the content of all program material. The following material is prohibited by law:

1. Any obscene, libelous, or slanderous material
2. Any lottery information
3. Any materials designed to promote the sale of commercial products and services
4. Any invasion of privacy
5. Any violation of trademarks, copyright, or publicity rights which might violate any federal, state, or local laws
6. Any illegal activity

Users must obtain in writing, i.e., Talent Release Form and Minors Permission Form and produce upon request all necessary approvals, clearances, licenses, etc. for the use of any program material which the user cablecasts, including but not limited to, broadcast stations, networks, music licensing organizations, performer's representatives, and any and all other persons as may be necessary for authorization to cablecast program material. A responsible adult shall execute the necessary assurances that authorization has been obtained concerning use of any equipment by a minor and/or appearance of any minor on a cablecast program. Such adults shall be responsible for liability resulting from the use of equipment or any appearance by a minor.

5. HOLD HARMLESS AGREEMENT

WCTV producers are fully responsible for their program's content. WCTV, Inc. may not, by federal law, censor the content of a producer's program. The program producer agrees to indemnify and hold harmless WCTV and/or the Town of Wilmington, their employees, officers, Board of Director's, etc. from any and all claims, demands, damages **and/or** other liabilities which may be made against or arise out of the cablecasting **and/or content** of the program submitted. Further, the WCTV producer agrees to pay WCTV, Inc. and/or the Town of Wilmington all legal fees and expenses incurred for the program submitted in connection with any legal proceedings concerning cablecast **and/or content** of said program. If a program is produced by a member who is under the age of 18, that member's parent or legal guardian is responsible for the program's content and **this** hold harmless agreement applies.

6. **POLITICAL CAMPAIGNING AND COVERAGE**

Political candidates are subject to the same policies and regulations as other users of the public access channel. The nature of public access is that everyone in the community has equal access to the facilities and channel time. Advocacy, debate, and election coverage will cease at 10 p.m. the night prior to an election. Political or election programming will not resume until the polls are officially closed.

7. COMMUNITY BULLETIN BOARD

The WCTV Community Bulletin Board is to be used by non-profit and community groups to publicize

activities and events. Messages from Wilmington based organizations will receive priority to those from non-Wilmington organizations. Space permitting, messages will run for up to 6 weeks prior to an event.

8. **SPONSORSHIP CREDITS**

Commercial advertising is prohibited from the channels. Acknowledgment of underwriting by businesses, organizations or grantors providing monetary or other assistance to the making of the program may be included in the program credits. Some language restrictions apply. Sponsorship credits may not include qualitative or comparative language, price information or other indications of value or savings, a call to action, an endorsement or inducement to buy, sell, rent or lease a sponsor's product or service. WCTV staff must be consulted as to the proper language for crediting program sponsors.

9. **PUBLICITY**

WCTV, Inc. staff can publicize programs in two ways. Two weeks notice is needed to be listed in local newspapers and on the electronic bulletin board. In addition, producers are encouraged to work with the staff in the preparation of promos for upcoming programs.

10. **GRANTS**

Any individual or group submitting a proposal for grant funding for a project which involves use of the WCTV, Inc. facility must obtain prior written approval from the WCTV, Inc. Executive Director. Moneys from grants may be used to pay for equipment, crew, producer, rentals, etc. at the discretion of the person who received the grant. All programs using WCTV, Inc. facilities must credit Wilmington Community Television, Inc..

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