

**HCAM PEG ACCESS OPERATING
PROCEDURES Effective date: May 2024**

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I. INTRODUCTION

HCAM provides the community of Holbrook with an opportunity for volunteers, students and town government officials by providing public, education, and governmental access to media facilities and equipment. Our goal is to provide a safe and professional work environment for all. This document serves as a tool to guide you on what is expected of you and what you may expect in your relationship with HCAM.

At HCAM:

- 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, students 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. Violation of any one of these standards can result in loss of privileges to HCAM facilities. HCAM has full authority and discretion to deny access privileges as and when it deems appropriate.

HCAM provides channel time, production equipment, training, and technical assistance free of charge to Access Users for the production and presentation of noncommercial programs.

Access Users include residents of Holbrook and representatives or employees of non-profit organizations, or local, state, or federal agencies that serve Holbrook . (See Organizational Access User definition).

HCAM'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, gender, sexual orientation, age, physical disability, religion, or political belief. It is our hope that Access Users will utilize this resource as a means to produce a wide variety of programs.

HCAM staff will provide training in the use of customary studio and field production equipment, editing, pre and post production techniques, along with technical assistance in program production. HCAM staff may assist in the production of an event or program but final decisions are subject to HCAM staff discretion based on any of the following: scheduling, notice of production provided, and relevance to town projects and issues.

HCAM reserves the right to review all definitions and policies contained in this and related, location-specific documents, and has the discretion to interpret, implement and make changes as deemed necessary.

II. DEFINITION OF TERMS

Access Channels -- Channels set aside by the cable operator for use by the public, educational institutions, or municipal government.

Access/Program Coordinator -- As used in this document, the term refers to a HCAM Employee who trains and provides supervision in the use of HCAM studio and equipment.

Access User -- Any resident of Holbrook or any representative or employee of a non-profit organization, or local, state, or federal agency that serves Holbrook who utilizes PEG Access. Eligibility to use HCAM production equipment requires successful completion of training or passing a proficiency test, proof of residency or organization affiliation and signing the Access User Agreement

Bicycled Program -- A program that is not produced using HCAM facilities or equipment, rather, it is pre-produced and pre-recorded material that is sent or brought to HCAM for PEG Access cablecast.

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, 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 office, and these conditions:

- **If running for nomination in a primary election:** (a) qualifies for a place on the primary ballot, or (b) has publicly committed to a write-in campaign, is eligible for write-in, and is making "substantial showing" of candidacy.
- **If running for nomination through convention or caucus:** (a) start of convention is less than 90 days away and (b) candidate is making a "substantial showing" of candidacy.
- **If seeking election to office:** (a) has qualified for a place on the ballot or (b) has publicly committed to write-in campaign, is eligible for write-in, and is making "substantial showing" of candidacy.

CG (Character Generator) -- A device which electronically displays images or titles on the television screen.

Channel Capacity -- Maximum number of channels that a cable system can carry simultaneously.

Commercial Advertising -- Calling public attention to one's product, service, need, candidate, etc. for profit-making purposes. Solicitation of money for such through bulletin board text pages, full motion video, or infomercials.

Copyright -- The exclusive right to the material contained in a program. The right covers reproduction, publishing, and cablecasting of information.

Crew -- Access Users working with a producer and/or Access User to assist in the production of programming. HCAM understands it may be difficult for producers to find adequate crew from within the town. Crew members that are non-residents must fulfill all requirements of the HCAM PEG Access Operating Procedures, including signing the Access User Agreement, but excluding the residency requirement, under conditions set forth and approved by HCAM. It is expected that non-resident crew members will be an exception and will constitute the minority of the crew. Non-residents involved in any programs shall be limited to the production crew only.

Dedicated Channel -- Any channel reserved for a particular use.

Downstream -- The flow of signals from the cable system headend through the distribution network to the subscriber.

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.

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.

Grants -- Financial contributions by authorized agencies that aid in developing and improving a program.

Governmental Access -- Channel time reserved for federal, state, and local officials to disseminate information to their constituents via cable television.

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.

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 entity, some areas are regulated exclusively on the state level.

Leased Access -- Any channels made available by the operator for a fee.

Libel -- Written, printed, or character generated statement(s) that damage a person's reputation. Signs or pictures may also constitute libel.

Local Origination Programming -- Programming in which program planning and production is carried out by HCAM staff. There may be volunteer input on ideas and involvement in the production, but editorial control and responsibility rests with HCAM Staff. A pre-produced program that is cablecast on a channel controlled by the cable operator is also considered Local Origination Programming.

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 and state laws.

Organizational Access User -- Any representative or employee of a non-profit organization or local, state, or federal agency that serves Holbrook and has scheduled equipment, facilities, or channel time in the organization's 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. If a representative or employee of any such organization is not an inhabitant of the town, they may only produce programming that is related to the organization to which he belongs.

PEG -- Refers to "public, educational, and governmental" access channels; i.e. PEG channel(s).

Producer -- An Access User that is responsible for the production of a PEG Access cable program. The producer is HCAM's main contact for a program and assumes all responsibility for program content and other liability outlined in the HCAM PEG Access Operating Procedures, the Access User Agreement and the Cablecast Request Form. (In the case of a minor, a parent or guardian assumes all responsibility for program content and other liability outlined in the HCAM PEG Access Operating Procedures, the Access User Agreement and the Channel Request Form).

Program Sponsor -- A resident of Holbrook or representative or employee of a non-profit organization, or local, state, or federal agency that serves Holbrook and may or may not have completed training at

the local HCAM facility but has submitted a program to be aired on a PEG access channel.

Public Access -- Channel time, available on a first-come, first-served, nondiscriminatory basis, specifically for noncommercial access programming by local residents, non-profit organizations and local, state or federal agencies.

Public Access Programming -- Noncommercial programming produced by Access Users using HCAM facilities and equipment or noncommercial programming submitted by Program Sponsors for cablecast on access channels. In both these instances, HCAM, by federal law, may not edit or control content.

Slander -- A false oral statement that is meant to defame a person's character.

Staff -- Those employed by HCAM.

Subscriber -- Customer paying a monthly fee to cable system operators for the capability of receiving diverse programs and services.

Underwriting or Sponsorship -- Goods, services, or in-kind contributions that aid in developing and improving a program. Program end credits may include the name of underwriters or sponsors.

Upstream -- The flow of data or voice signals from a remote origination point through the cable system to the headend.

Volunteer -- Access Users who volunteer their services for assisting in the production of programming.

III. GOVERNMENT COVERAGE POLICIES

a. All Government Meeting Policies

All covered meetings are broadcast “gavel to gavel” meaning it begins at the opening of the meeting and broadcast ends when a meeting has been called to adjourn by the members of that meeting and voted on in favor or adjournment. No editing is conducted to exclude portions of the meeting unless a recess is called appropriately according to Roberts Rules of Order and open meeting law, or executive session has been voted for and held by its members. **All unedited meetings are broadcast in their entirety, without exception. This includes live-broadcast meetings.**

b. Contractually Obligated Coverage

HCAM is contractually obligated to cover all (1) Special & Annual Town Meetings, (2) Select Board, (3) Finance Committee and (4) School Committee meetings. These meetings are covered and broadcast live unless technical difficulties occur preventing live broadcast.

c. Consistency of Government Meeting Coverage

HCAM makes every effort to consistently cover all posted/public meetings/hearings of additional Boards/Committees. These meetings include the aforementioned contractual meetings; (1) Special & Annual Town Meetings, (2) Board of Selectmen, (3) Finance Committee and (4) School Committee; as well as non-contractual (5) Planning Board, (6) Conservation Commission, (7) Board of Health (8) Diversity and Inclusion, (9) Council on Aging, (10) Council on Aging Building Advisory Committee, (11) Capital Improvement, (12) Holbrook Housing Authority, (13) Joint Water. The decision to consistently cover these meetings are relative to timely notice for coverage, staff availability, ongoing town projects, and relevance to residents. This list is subject to changes or additions at HCAM’s discretion.

d. Coverage for Meetings without a Quorum

All posted/public meetings intended to be covered by HCAM are still recorded at the opening of business, regardless of a quorum present. The end of these meetings vary as a formal adjournment cannot be voted on as no votes can be cast without a quorum present; therefore the obligation falls on meeting members to clearly address the fact that all discussion pertaining to the meeting’s agenda has ended and that the meeting can stop being recorded

by HCAM staff. These meetings are subject to the rules and policies of other, well-attended meetings and as such, are recorded and broadcast in their entirety.

e. Other Meeting and Live Coverage Requests

Formal requests can be submitted to HCAM for coverage of non-regularly covered town meetings. All coverage decisions are subject to HCAM's discretion based on staff scheduling, notice given, and relevance to town projects and issues. Live coverage can be requested but is also subject to HCAM's discretion based on the above criteria as well as cable schedule compatibility.

IV. PUBLIC/EVENT COVERAGE POLICIES

Formal requests can be submitted to HCAM for coverage of public events or other non-government affiliated sessions. All coverage decisions are subject to HCAM's discretion based on staff scheduling, notice given, and relevance to residents. Live coverage can be requested but is also subject to HCAM's discretion based on the above criteria as well as cable schedule compatibility.

V. USE OF FACILITIES AND EQUIPMENT

A. Eligibility to Use Production Equipment and Facilities and Services

1. Equipment and facilities are available on a first-come, first-served, nondiscriminatory basis to Access Users. Non-residents formally enrolled in a student internship program at HCAM may use the equipment and facilities.
2. Access Users must successfully complete the applicable HCAM workshop(s), training or be able to demonstrate the basic operation of the requested equipment through a proficiency test. If an Access User has not used the equipment or facilities for more than six months, re-training may be required.
3. Access Users must sign an Access User Agreement before using equipment or 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.
4. Minors –
 - a) Eligible persons who are minors must have written permission from their parent or guardian to use HCAM facilities. The parent or guardian must sign the Access User Agreement, accepting responsibility for scheduled production equipment and/or program material if the Access User is a minor.
 - b) 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.
 - c). Similarly there will be no field trips or other excursions with minors outside the studio facilities unless parental permission slips have been obtained.

B. General Facility Policies

HCAM is pleased to provide facilities, equipment, and channel time for television productions. In return, we ask that Access Users follow all operating rules regarding channel and facility use including the HCAM PEG Access Operating Procedures.

1. No smoking, food, or beverages are allowed in the control room, editing lab or mobile studio, at any time. Food may be eaten in the studio room with permission from HCAM staff. Water is allowed in all spaces.
2. Anyone found to be under the influence or in possession of alcohol or drugs will be removed from the premises and may lose access privileges.
3. Access Users must abide by all safety guidelines. See Section C below.
4. There will be no use of office phones or other office equipment, unless granted permission by HCAM staff.
5. Access Users are responsible for damage to facilities and/or loss of equipment due to negligence or abuse. This includes the actions of minors.
6. Access Users will not change wiring, patch bays, or components without staff permission or supervision. No attempts should be made to work on or repair equipment. Any damage caused in this manner may be charged to the Access User. A loss of privileges may result from such equipment abuse. Access Users of HCAM equipment should report any defects or problems to the staff immediately.
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. Weapons, or any objects resembling weapons, are prohibited while on or in HCAM facilities. On duty law-enforcement officers (including those who may be present for an interview) are excluded from this prohibition. Location production (outside our facilities) is recommended for programs using weaponry.
9. Staff may waive certain equipment and facility rules at their discretion.

C. Standards of Conduct

1. Safety First. Keep yourself safe, keep others safe, and keep HCAM property and equipment safe at all times. Endangering the safety of oneself, others, or HCAM 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, vendors, or employees will not be tolerated.
4. Honesty and accuracy. 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 any time while on HPS property or other field location, or using HCAM Access equipment, is prohibited.
7. Smoking is not permitted on the property of the school building.

8. HCAM safety policies preclude cooking of any kind or manner without a properly installed ventilation hood and kitchen hood extinguishing system in both leased and company owned facilities. No open flames are permitted in our facilities. Location production (outside our building) is recommended for programs involving items that can set off heat, smoke, or sprinkler systems. No motor vehicles are permitted in the studio.
10. Respect for, and appropriate use of, HCAM property and equipment, including vehicles, and production and editing equipment is required.

Privileges may be lost for engaging in any other conduct that HCAM staff deems unacceptable.

D. General Rules for Facility and Equipment Use

1. Access Users must be properly trained and have all required forms completed and approved by the staff before the equipment or facility use is scheduled.
2. Access Users must not identify themselves as employees or staff of HCAM, either on or off camera. Loss of privileges may result.
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 equipment or facility reservations, forty-eight (48) hours in advance, is strongly recommended. Reservations can be made by using ISAAC, HCAM's online booking system. You must receive approval in ISAAC to confirm use of HCAM facilities or equipment
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. Access Users are responsible for supplying all materials for productions, beyond those supplied by HCAM. Removal may be required after the production. HCAM is not responsible for any damage or loss of personal property that is left in our facilities.
6. Access Users can be loaned media for raw footage and editing. All loaned media must be stored at the studio, except when needed for an outside production. Loaned media must be returned to HCAM upon completion of projects.
7. Media owned by HCAM will be held at the studio for a maximum of thirty (30) days. After that time, if previous arrangements have not been made, Access Users should either:
 - a. arrange to buy the media or replace it with same brand and specifications
 - b. dub the content onto his/her own mediaAll media will be subject to recycling or disposal at staff discretion.

E. Portable/Field Equipment

1. Access Users holding equipment reservations are responsible for following all check-out and check-in procedures including:

Check-out:

 - a. Verify items being checked-out are actively in the

ISAAC reservation

- b. Determine if equipment is in working order / note any previous damage
- c. HCAM employee completes official check-out process in ISAAC

Check-in:

- a. Equipment must be returned on time.
- b. Any problems with equipment must be brought to staff attention.
- c. HCAM employee completes official check-in process in ISAAC.

- 2. Equipment must be picked up and returned during scheduled time confirmed with HCAM Staff.
- 3. Failure to return equipment when due may result in suspension of Access User privileges and/or a late charge of \$25.00 per day.
- 4. Equipment may be borrowed for a maximum of seventy-two (72) hours. Longer loan periods must be requested at the time the reservation is made and will be honored at the discretion of staff.
- 5. Access Users with portable equipment already checked out will not be allowed to check out additional equipment, unless special arrangements are made with staff.
- 6. Only in special cases, and with staff permission, can Access Users take equipment outside of Holbrook.

F. Editing, Post Production, Studio Facilities

- 1. Requests to use editing or post production equipment should be made at least forty-eight (48) hours in advance and will be subject to availability and staff discretion.
- 2. Requests to use the studio should be made at least one week in advance and will be subject to availability and staff discretion.
- 3. Access Users must show up on time for scheduled studio productions and complete them within the scheduled time period. Studio (sets, props, etc) and control room should be returned to the condition in which they were found. It is generally good practice to allow for set-up and clean-up of the studio, at least one hour before, and 30 minutes 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.
- 4. Scheduled studio productions may be canceled if the producer and/or production crew does not show up within thirty (30) minutes after the start of the scheduled facility time. Additional restrictions may apply for live productions.

G. Scheduling Conflicts

Facility use for HCAM program production will have the highest priority and may take precedence over previously scheduled practice sessions or other approved purposes. Staff will resolve scheduling conflicts using its discretion.

I. Program Planning Proposal

A Program Planning Proposal describes the program idea, lists the target audience, outlines production needs, selects the appropriate production format, facilities and equipment needed to complete a program and determines the production responsibilities and copyright ownership. Other forms available for planning productions include a Crew Sign-up Sheet, Pre-Production Planning Form and Post-Production Planning Form. These optional forms are recommended for additional guidance.

VI. PROGRAM SCHEDULING & ACCESS CHANNEL USAGE

A. Scheduling Channel Time

Channel time is provided on a first-come, first-served, nondiscriminatory basis to any Producer or Program Sponsor filing a request, in accordance with operating rules. It should be understood, however, that since this is a shared resource, specific channel time requests cannot always be guaranteed.

1. Requests for channel time shall be processed on a fair and equitable basis, subject to the availability of cablecasting equipment and channel time.
2. Channel time scheduling requests should be submitted at least eight (8) weeks prior to the desired cablecast date. This rule may be waived at the discretion of staff if the desired time slot is available.
3. A Cablecast Request Form must be filled out before any program is cablecast. Approval by the Access Coordinator or equivalent staff member is required.
4. If scheduling and equipment allows, programming may be repeated. First-run programs have priority. Additional local restrictions on repeat programming may apply.
5. HCAM 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 the HCAM PEG Access Operating Procedures.
6. Requests for consistent time slots: Program series will be allocated at the discretion of the staff and may receive priority scheduling over programs airing one time, provided ample time remains available for other programming requests and keeping the following conditions in mind:
 - a. Channel Request Form has been signed.
 - b. Producer / Program Sponsor has new material on a consistent basis.
 - c. Studio productions have a trained crew.
 - d. Producer / Program Sponsor has completed two taped programs or has successfully scheduled two live programs in the proposed series.
7. If a series Producer / Program Sponsor regularly fails to have a program ready for the scheduled cablecast, the staff may assign the time slot to other Producers / Program Sponsors.

8. Except for live and series programming, channel time will generally not be scheduled until a program is complete and all the information pertaining to the program is supplied to the staff for scheduling.

9. HCAM reserves the right to make scheduling changes without notice due to special events/programming or technical difficulties.

B. Cablecasting Procedures

1. Producers / Program Sponsors must obtain in writing, and produce upon request, all the necessary approvals, clearances, licenses, etc. in order to cablecast any program material that 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. Failure to provide proof of the necessary clearances, rights, licenses, etc. will result in the suspension of the particular program, series, or episode in question until such proof is produced.

2. All physical media submitted for playback should be clearly labeled with the following information. Failure to do so may result in playback errors.

a. Title of Program

b. Length of Program – Specific TRT (Total Running Time)

3. Leader and Trailer -- All cablecast programs must have a clear beginning and ending point. This may include color bars, black, countdown, titles, credits etc.

4. Media scheduled for cablecast must be brought to the staff at least seventy-two (72) hours prior to the scheduled playback, unless otherwise arranged with the HCAM staff.

5. All media owned by Producer(s) / Program Sponsor(s) should be picked up **within thirty (30) days of the last cablecast. After thirty (30) days, HCAM may recycle or dispose.**

C. Technical Standards

1. Programming must meet minimum quality standards for cablecast. HCAM reserves the right to pre-screen programs. If programming does not meet minimum technical standards and/or does not comply with the HCAM PEG Access Operating Procedures, HCAM will refuse the request for playback.

2. Media for playback must be compatible with available technology at the facility. Restrictions may apply.

3. Video quality must be sufficient to achieve a stable picture during playback. Unstable video may result in the program being rejected.
4. Audio quality must be constant and of sufficient level to permit adequate reproduction during playback.
5. If an abnormal number of production problems with a show, (i.e. poor audio or video), is observed, an Access User may be asked to re-train.

D. Bicycled Programs

Bicycled programs must be strictly noncommercial in nature and technical and production quality must be adequate. Locally produced programs may receive priority scheduling.

1. A resident of Holbrook may sponsor a bicycled program by signing the Cablecast Request Form. Proof of residency is required. Obligation to find a Sponsor falls on the bicycle program's Producer.
2. Any non-profit organization or local, state, or federal agency that serves this town/franchise area can bicycle programs related to their organization with only one representative of the organization as the sponsor. The organization does not have to be based in the town but the representative must be able to furnish proof of its status and that it does serve Holbrook. Said representative must sign the Cable Request Form.

E. Bulletin Board Announcements

A text/graphic information service is available, free of charge, to non-profit organizations and local, state, or federal agencies providing public service announcements or event information.

1. Message requests should be submitted at least one (1) week prior to the desired starting date.
2. General messages that do not pertain to a specific event will be shown as long as possible depending on available space. In order for the message to be renewed, a request must be re-filed every six (6) months.
3. Updates on the expiration of bulletins must be maintained with HCAM staff.
4. All program content rules apply to bulletin board announcements.

VII. PROGRAM CONTENT

By law, HCAM may not exercise any editorial control over Public, Educational or Governmental use of access channels.

A. Access User Program Rights

Producers / Program Sponsors of access channels are fully responsible for the content of all program material and have the following **program rights and privileges**:

1. Ownership of rights to all original material.
2. To request that program held by HCAM be discontinued from cablecast or erased in the event that program information becomes outdated or obsolete.
3. To play or distribute the program, for nonprofit purposes only. HCAM may require the removal of all disclaimers and graphical credit given to HCAM and its facilities.
4. Access Users may make copies of their programs without charge for non-profit purposes only.
5. Duplication services may be purchased from HCAM.
6. Media for making duplicates of program masters and raw footage must be provided by the individual or group making the copy. Purchase from HCAM may be available.

B. HCAM Program Rights

As HCAM has provided materials, facilities, and staff support for the production of programs, HCAM may review a program at anytime and has the following rights:

1. To retain an edited master of the program.
2. To make duplications of the program for noncommercial distribution, except where permission has expressly been denied in advance.
3. 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 or deleting a program after cablecast.

5. HCAM must be notified of any use of programming for purposes other than PEG access. See also Personal Profit/Commercial Use page 19.

6. HCAM will own programs produced by HCAM staff. When HCAM staff produces a program, with the assistance of volunteer or staff crew, it is considered to be Local Origination Programming and copyright ownership is held entirely by HCAM.

C. Prohibited Material

1. Commercial Advertising (see definition page 4.)

2. Obscene Material.

3. Material which constitutes libel, slander, invasion of privacy or publicity rights, or which might violate any other local, state or federal law.

4. 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. Producers / Program Sponsors may be asked to furnish written authorization for use of such materials.

5. Program material that creates the immediate danger of damage to property or injury to persons; the 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.

6. Lotteries or lottery information except as allowed by FCC regulations. Lotteries are defined as “any game, contest, or promotion that combines the elements of prize, chance, and consideration.” Violators may be subject to fines and even criminal penalties for lotteries which are not authorized or otherwise permissible by the state. Exceptions include when conducted by a non-profit or governmental organization.

D. Disclaimers/Labeling of Sensitive Material

1. HCAM 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 HCAM. HCAM is not responsible for the production or quality of the program being**

cablecast.”

2. If requested by HCAM the following shall be added: **“The preceding program was made possible through the television facilities of HCAM.”**

3. If HCAM makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, HCAM 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.”** HCAM reserves the right to run potentially offensive programming at later time periods. Failure to notify HCAM of potentially offensive material prior to a program or episode airing may result in loss of privileges.

E. Political and Issue-Oriented Programs

HCAM does not accept for cablecast on public access channels neither video advertising nor community bulletin board text advertising that is political in nature.

1. Political Candidates and Access

FCC regulations concerning equal time for political candidates do not apply to public access programming.

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.

F. Grants and Underwriting or Sponsorship

1. Any individual or group submitting a proposal for grant funding, underwriting or sponsorship for a project which involves the use of HCAM’s equipment or facilities must have obtained prior written approval from HCAM staff.

2. Program end credits may include the name of underwriters or sponsors. Credit may be similar to the following: **“Goods and services used in the production of this program were contributed by [company name].”** Such programs may still require HCAM’s credit (See above).

E. Personal Profit/Commercial Use

1. Access Users or any other individuals or organizations may not use access facilities

or programming for commercial purposes, personal profit, or personal gain. Violators may be subject to loss of privileges and required to reimburse HCAM.

Reimbursement to HCAM for violations of this policy may include:

- a. Negotiating a percent of sales or net income
- b. Assessment of an hourly fee for the value of the equipment and facility time
- c. Trading services, i.e. a media artist working under a grant trades teaching specialized video production in return for using the facility.

2. Rental or hire of facilities for non-access use may be available with express written permission from HCAM in advance. HCAM may require compensation for the facilities, equipment, supplies, and staff time provided. This document is not a rental agreement.

3. Text/graphic advertising services may be available from HCAM except where prohibited.

4. FCC rules normally require on-air sponsorship identification of cablecast material paid or bartered for by any business enterprise. This requirement can be waived if HCAM retains a list of the names, addresses, and telephone numbers of wanted ad or classified advertising sponsors.

VIII. VIOLATIONS

Violation of the HCAM Rules & Procedures will result in warnings, suspensions or permanent membership termination. Suspensions and terminations are at the discretion of the Executive Director.

1. Minor Violations Minor violations may result in immediate forfeiture of a facility or equipment reservation or a warning placed on your ISSAC account. Multiple warnings may result in suspension. Minor violations may include, but are not limited to:

- a. entering a staff-only area without permission
- b. failure to cancel a reservation within 48 hours
- c. failure to arrive on time for scheduled productions
- d. failure to submit the necessary production information in advance of a studio shoot
- e. late equipment return without notification and approval
- f. failure to return equipment in the proper condition (e.g. improperly coiled cables, improperly packed equipment, etc.)
- g. mishandling equipment, including leaving it in unusually hot or cold environments

- h. leaving equipment or facilities unattended without staff permission
- i. failure to clean up after using the facilities or to return them to the condition in which they were found
- j. changing the wiring, connections or attaching accessories without staff permission
- k. misrepresentation of members' affiliation with HCAM
- l. eating or drinking in no-food areas

2. Major Violations Major violations will result in an immediate 90-day minimum suspension up to a maximum of expulsion from membership. Major violations may include, but are not limited to:

- a. commercial or profit-making use of HCAM facilities without written consent
- b. use of equipment/facilities without staff permission
- c. blatant abuse of equipment, including attempted repair
- d. taking HCAM equipment out of Massachusetts without prior approval
- e. falsifying forms or submitting content that violates HCAM Content Policies
- f. committing unlawful or violent acts within the facility, including theft
- g. abuse or harassment of staff, other members, or any building personnel
- h. smoking in the building
- i. possession and/or consumption of alcohol or illegal drugs on HCAM's premises

IX. GRIEVANCE PROCEDURES

Any grievance regarding the assignment of facility space, channel time allocation, equipment and studio use, or any other matter regarding HCAM facilities should first be discussed with the Executive Director. If that does not provide an acceptable solution, a grievance may be filed in writing with the Board of Directors.

ACCESS USER AGREEMENT

1. I have read, am thoroughly familiar, and responsible for the contents of the HCAM PEG Access Operating Procedures.
2. If I am the Producer, I will be responsible for the content of program material to be recorded and/or cablecast and agree that such program material will not include:
 - a. any obscene material;
 - b. any lottery or lottery information, except where exempted under these rules;
 - 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. I acknowledge that the Producer or Program Sponsor is responsible for obtaining 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 HCAM.
4. I indemnify and hold HCAM 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 HCAM, unless specifically authorized by HCAM 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 HCAM against any damage or liability incurred while using the equipment.
7. I shall not use HCAM channels, equipment, or facilities for any financial gain or other commercial purposes. I understand that programming produced with HCAM'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 HCAM 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.

Access User

(Please print, sign and return with proof of address ie. ID, Driver's License or utility bill in your name)

Print Full Name: _____

Street Address: _____ **Town & Zip:** _____

Email (if applicable): _____

Primary Phone Number: _____ **Secondary #:** _____

Organization Name (if applicable): _____

Non Profit ID # (if applicable): _____

Organization Street Address: _____ **Town & Zip:** _____

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 / DL / Utility Bill / Other: _____

Approved by: _____ **Date:** _____