

# CCTV Inc. Policies & Regulations Contents

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~ Please reproduce Member Forms as needed. ~

## **I. Introduction**

Welcome to CCTV! We are a membership organization, devoted to public access television and the citizens who make it possible. CCTV operates under the authority of the Town of Concord, and rely upon financial support derived from Concord's license agreement with Comcast, the cable service provider. We invite your participation and seek your support and cooperation as we develop CCTV.

This outlines how CCTV is organized to support its members and the CCTV mission.

The Policies & Regulations are designed to provide CCTV members with the resources of community access television so that they may contribute in meaningful ways.

These Policies & Regulations are subject to change as CCTV develops. CCTV will post the most current Policies & Regulations at [www.concordtv.org](http://www.concordtv.org).

## **2. Mission Statement**

CCTV is dedicated to communication, collaboration and community in Concord, Mass. It is a public television forum for all residents, businesses and organizations. Paving the way for public-educational-governmental access, CCTV provides tools, training and experience for all citizens and institutions to create and broadcast a diverse range of television programs.

### **3. Membership Requirements & Fee Schedule**

Membership is available to any individual who lives, works, or is affiliated with an organization based in Concord, Mass. Your member status gives you the opportunity to enroll in all basic-level training courses (free) and submit your programs for local broadcast. Corporate members may submit three shows a year with sponsorship privileges.

#### **To become a member of CCTV, an individual, family, or organization / business must:**

1. Provide proof of:  
Concord residency, or affiliation with an organization or business based within Concord;
2. Pay the current membership fee. There are three types of membership:  
individual, student, and organization /business.
  - a) Individual memberships require a one-time payment of \$15.00 to cover costs of materials and member communications.
  - b) Family memberships - \$25 annual fee.
  - c) Organization / business memberships – nonprofit organizations contribute a \$50 annual fee, and other corporate members pay a \$50 annual fee.
  - d) Student/Senior Citizen memberships require a one-time payment of \$5.00.
  - e) Educational faculty/staff are offered free Individual membership.

*Your voluntary donation in addition to these nominal fees will help CCTV to succeed.*
3. Sign a contract (see form B: Agreement with Policies & Regulations) to follow the CCTV Policies & Regulations contained herein. If under 18 years of age, a parent or legal guardian must also sign the contract.

#### **Privileges:**

All CCTV members shall have voting rights at the Annual Meeting of the corporation, and may:

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

### **4. Use of Equipment / Facilities**

#### **Requirements:**

To use CCTV 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:**

CCTV 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 CCTV resources that apply (see Section IV, Availability / Usage). Enrollment in courses and workshops is on a first-come-first-served basis. To register for a CCTV 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 CCTV, and to ensure proper technique and care are used when handling CCTV equipment. Individual instruction may be set up by appointment with staff or authorized volunteers. Members with previous video production skills may, at the discretion of CCTV staff, bypass certain CCTV 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 CCTV staff.

Equipment / Facilities will be available to all certified members on a first-come, first-served basis. Reservation requests should be made at least 48 hours in advance, with the exception of the portable studio package, which requires a 4-week notice. All other requests will be honored only at the discretion of CCTV staff.

Reservations of equipment and / or facilities must be made with the CCTV staff by the certified member who will be using it and will be responsible for it. CCTV 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 CCTV equipment may result in a violation.

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

### **2. Equipment Check-Out / In:**

Equipment must be picked up at and returned to CCTV by the certified member who reserved it unless alternative arrangements have been approved in advance by CCTV staff. The member's identification must be presented upon request. Staff will fill out the Equipment Check-Out / In form, which the certified member signs. If the CCTV 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 CCTV staff. Please observe CCTV's posted hours and scheduled time for check-out and check-in of equipment.

CCTV 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 CCTV equipment outside the town of Concord 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 CCTV staff. At this time, any damage to equipment or operating irregularities must be reported on an Equipment Problem Report (see form E). **If a producer does not return equipment on time the member is assessed a late fee charge of \$25, payable before borrowing privileges are restored.**

### **3. Facility / Studio Use:**

Each use of CCTV 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. CCTV staff may assist producers in assembling crews from among trained and qualified members. It is ultimately the responsibility of the producer to ensure the eligibility of all crew used. CCTV staff is not available to serve as crew on member productions. *Studio production crews should arrange to be at the studio at least one hour before taping to ensure adequate setup time.*

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.

CCTV 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 CCTV staff. Eating and drinking is allowed in designated areas only. Smoking is not allowed in the premises occupied by CCTV or anywhere on the CCHS campus. Access to the CCHS campus, other than the CCTV studio, requires permission by the CCHS Principal or designee.

### **4. Videotape / Copies**

CCTV does provide videotape stock for the production of programming for CCTV. 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 CCTV must be reimbursed.

Any producer who wishes to have a copy of the master tape of his / her program may make one copy with CCTV equipment at any time that does not interfere with production. CCTV 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 CCTV staff to repeat a program for this purpose will be honored whenever possible. Otherwise, when possible, staff will make a copy on a CCTV VHS tape for a \$12 donation to the Corporation or a \$6 donation if you provide your own tape stock.

## **V. Programming**

### **Community Bulletin Board**

The Community Bulletin Board (CBB) is a service maintained by CCTV for publicizing non-commercial, non-partisan notices, activities, and events of interest and / or benefit to residents of Concord. Community Bulletin Board Request forms are available to individuals and organizations through CCTV (see form A). It is helpful to submit material for CCB at least 2 weeks in advance of the event or activity. **Requests through the [concordtv.org](http://concordtv.org) website are recommended.**

### **Channel Time**

You may request to cablecast an independently produced program 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 *for video/audio quality compliance*.

Any presenter / producer wishing to have a program cablecast must submit a completed program (except for live productions) and a Request for Cablecast form at least two weeks in advance.

Presenters / producers must submit three new consecutive programs before they receive a regular time slot in the program schedule. In order to maintain a regular time slot, a presenter / producer must submit a new Request for Cablecast form every thirteen weeks and commit to presenting / producing the set number of programs as determined by the presenter / producer on the Request for Cablecast form. Failure to submit a completed Request for Cablecast form and / or present / produce the requested programming as agreed upon by the presenter / producer, may result in loss of regular time slot. Frequency of new programming submitted by presenters / producers determines frequency of cablecasts on the access channels.

The following considerations will determine the scheduling of channel time:

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

Channel time is scheduled by CCTV staff. CCTV will try to accommodate all reasonable requests. A single program to be aired more than once a week (Monday to Sunday) will generally not be scheduled at the same time on consecutive days. Generally, a single program will not be shown more than once daily or seven times in a week. 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. CCTV reserves the right to require an appropriate disclaimer on any program.

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

## 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 CCTV 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 CCTV, Inc.”.
4. 30 seconds of black.

## **Technical Requirements**

1. All programs are request to be submitted on high quality DVD. Mini DV, VHS or SVHS videotape is also accepted.
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.

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

## **Prohibitions and Clearances**

Users of CCTV 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. Obscene and indecent material. This type of programming is not permitted on cable television by federal law.
2. Any 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 public nuisance.
5. The direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to state-sponsored lotteries.

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 CCTV equipment is retained by the producer. CCTV retains the master tape of all programs produced using CCTV equipment and retains the right of unlimited cablecasts.

No individual may receive any financial benefit / remuneration from programs produced using CCTV equipment, in accordance with CCTV's 501 (c)(3) non-profit status and consistent with Town of Concord practices, 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. Acknowledgment may include the underwriter's name, business name, address and phone or website/email address, and a brief value neutral statement describing the underwriter's contribution or product.

## **Political Programming**

CCTV 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 or public importance. The FCC "Personal Attack" rule also does not apply to public access.

CCTV makes available its production and cablecasting facilities as an open forum and encourages political discussion of issues and candidates. CCTV staff do not provide any direct technical support for any political programming. A disclaimer must be inserted at the beginning and end of each political program stating: THE VIEWS AND OPINIONS EXPRESSED ON THIS SHOW DO NOT REFLECT THOSE OF CCTV, Inc.

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 CCTV member must follow the CCTV Policies & Regulations to use CCTV 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 CCTV Policies & Regulations to be effective and to keep operations running smoothly, the following penalty system has been instituted. There are two types of violations that may result in restrictions on a member. The CCTV Executive Director and / or staff are authorized to issue violation notices. Violation notices 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 CCTV 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 CCTV 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 CCTV 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 CCTV.
6. Use of CCTV equipment without staff permission.
7. Being under the influence of drugs (including alcohol) or bringing such substances into CCTV facilities.
8. Bringing weapons on the premises occupied by CCTV.
9. Failure to comply with CCTV Policies & Regulations.

The staff of CCTV exclusively reserves the right to enforce the CCTV Policies & Regulations. The CCTV 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 & Regulations of CCTV.

### **Grievance Procedure**

Members are encouraged to resolve difficulties on the staff level. If a difficulty cannot 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 CCTV 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 CCTV Executive Director will review the grievance and render a decision in a timely fashion.
3. Should the decision of the CCTV 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 CCTV staff member (not involved with the

incident), one CCTV board member (not involved with the incident), two CCTV access users (members not involved with the incident), and the President of the CCTV Board of Directors. The CCTV President shall choose the staff member, board member, and two access users.

If the CCTV President is involved with the incident, the following order of command will be followed:

1. CCTV Vice-President.
2. CCTV Secretary.
3. CCTV Treasurer.
4. Most senior CCTV 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 CCTV 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. "Bicycled Tapes"**

This refers to videotape that is not produced in town, rather, it is pre-produced and pre-recorded material that is shipped or brought to operators of PEG Access use. Bicycled tapes must be strictly noncommercial in nature, and technical and production quality must 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 CCTV. 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 and end of each episode. The wrap must be produced and edited by the CCTV member at the CCTV studio. He must then edit into each episode of a series. CCTV staff will train access users but will not produce or perform the wraparounds. The wraparound need not be moving video or include the resident/sponsor himself. A graphic will suffice. (See Section V Prohibitions & Clearances for information on use of copyrighted material.)
2. A public, non-profit organization, or governmental agency can bicycle tapes with only one representative as the sponsor. The non-profit organization does not have to be based in town but the representative must be able to furnish proof of its non-profit status and that it does serve that town, i.e. one representative must be a resident of the town who will sign an Access User Agreement (Form B, Membership). He will not be required to put a wraparound on the tape(s).

## **IX. Responsibility & Indemnification**

Users of the access channels shall indemnify CCTV, 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 CCTV Agreement with Policies and Regulations (see form B).

## **X. Definition of Terms**

**Access Channels** – Channels set aside by the cable operator for use by the public, educational institutions, CCTV Policies & Regulations 12.18.07

municipal government, or for lease on a nondiscriminatory basis.

**Access Coordinator** – As used in this document, the term refers to a CCTV employee who trains and provides supervision in the use of CCTV studio and equipment.

**Access User** – Any qualified individual who is a resident, or employee, (or member), of a non-profit organization, or of a municipal agency that serves the town. He must qualify successfully by completing training and sign the Access User Agreement (Form B, Membership). Then he may schedule equipment, facilities and/or channel time in his own name. (Such an individual may or may not be a producer. See that entry for more information).

**Advertising** – Calling public attention to one's product, service, need, etc. for profit-making purposes. Solicitation of money or support for goods, political candidates, or political opinions through bulletin board text pages, 30/:60 second full motion video spots or infomercials. CCTV does not accept commercial or political full motion video advertising on access channels. Except where prohibited by the local franchise agreement, CCTV will accept community bulletin board text advertising.

**Alphanumeric Keyboard** – A keyboard that allows communications with a computer in letters and numbers.

**Bicycled Tape** – A videotape that is not produced in town, rather, it is pre-produced and pre-recorded material this is shipped or brought to operators for PEG Access use.

**Broadband Communication 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 office.

**CG (Character Generator)** – Device that 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. CCTV understands it may be difficult for resident producers to find adequate crew from within town. Crew members that are non-residents must fulfill all the requirements of CCTV's PEG access programming operating Regulations, including signing the Access User Agreement, but excluding the residency requirement, under conditions set forth and approved by CCTV. It is expected that non-resident crewmembers will be an exception and will constitute a very small minority. Non-residents involved in any programs shall be limited to the production crew only. Only residents of communities served by CCTV 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 that 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 where signals are taken from a master feed and transmitted over cable to subscribers.

**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 that 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 unjust characterization.

**Local Origination** – Cable programming entirely planned and produced by CCTV 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 CCTV 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 that fits the legal definition of obscene or indecent material under local and state laws.

**Ordinance** – Enabling legislation passed by a local government to establish Policies for the franchising process.

**Organizational Access User** – Any member of a non-profit organization with a 501©3 identification number that serves the town, or employee of a municipal agency that serves the town, that 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. If a member of any such organization is not an inhabitant of the town, he may only produce programming that is sponsored by the organization to which he belongs.

**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** – A CCTV member or organizational user that is responsible for the production of a PEG Access cable program. The producer is CCTV’s main contact for a program and must be a resident of the town served by the facility. While a program may involve many Access Users working on the same production, the producer agrees to be personally and financially responsible for all liabilities arising from safety and other violations of CCTV’s PEG access programming operating Regulations 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 CCTV’s PEG access programming operating Regulations and 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** – That channel time, available on a first-come, first-served, nondiscriminatory basis, specifically for noncommercial access programming by residents or local non-profit organizations.

**Public Access Programming** – Programming produced by volunteers using CCTV facilities and equipment. When an access user brings in a prerecorded tape for cablecast, it is also considered public access. In both these instances, CCTV, 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.

**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 CCTV.

**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.

**Users** – See Access User.

**Volunteer** – CCTV members who volunteer their services for assisting in the production of programming.

# CCTV, Inc.

## Form A: Agreement With Policies & Regulations (Access User Form) Required for Membership

*The membership fee and this signed agreement are required for membership. Participation in the CCTV Orientation class is required in order to submit material for broadcast. Permission of CCTV staff is required for various levels of studio use and borrowing privileges.*

I have read, am familiar with, and agree to abide by the Policies and Regulations of CCTV, 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 the Town of Concord, Comcast, CCTV, 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: \_\_\_\_\_

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

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

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

Parent / Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_

Office Use: \_\_\_\_\_