

**Andover Community Access and Media
OPERATING PROCEDURES (revised October, 2007)**

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Town-specific franchise requirements are separate and distinct from ACAM's PEG access programming operating procedures.

I. INTRODUCTION

The following [standards of conduct](#) have been developed. Violation of any one of these standards can result in loss of privileges to ACAM facilities. ACAM has full authority and discretion to deny access privileges as and when it deems appropriate.

ACAM provides channel time, production [equipment](#), training, and technical assistance to residents for the production and presentation of [noncommercial programs](#).

Residents can include the town's inhabitants and employees, or members, of non-profit organizations and municipal agencies that serve the town. (See [Organizational Access User](#) definition). 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 ACAM 's [staff](#).

ACAM '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](#). ACAM's [staff](#) is not available to serve as a production crew to make programs or cover events for volunteer [producers](#). ACAM's staff will assist residents in assembling production [crews](#) from among trained and qualified [volunteers](#).

ACAM reserves the right to review all definitions and policies contained in this [Access User Policy Manual](#) and has the discretion to make changes as it deems necessary.

II. DEFINITION OF TERMS

Access Channels -- Channels set aside by the cable operator for use by the public, educational institutions, municipal government, or for lease on a nondiscriminatory basis.

Access Coordinator -- As used in this document, the term refers to an ACAM Employee who trains and provides supervision in the use of ACAM studio and [equipment](#).

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. ACAM does not accept commercial or political full motion video advertising on access channels. Except where prohibited by the local franchise agreement, ACAM will accept [community bulletin board](#) text advertising.

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 or she must qualify by successfully completing training and sign the [Access User Agreement](#). Then he or she may schedule [equipment](#), [facilities](#) and/or channel time in his or her own name. (Such an individual may or may not be a [producer](#). See that entry [for more information](#).)

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 pre-produced 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 office, and these conditions:

For all offices other than U.S. President and Vice President:

- **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.

For office of U.S. President and Vice President:

· **If running for nomination by any means:** (a) has qualified for the primary or presidential ballot; or (b) has made a "substantial showing" of bona fide candidacy; or (c) has met the "10-state" rule, by qualifying for nomination or election in 10 states.

· **If seeking election to office:** (a) has qualified for a place on the ballot; or (b) has publicly committed to a write-in campaign, is eligible for write-in, is making "substantial showing" of write-in, and is making a "substantial showing" of candidacy; or (c) has met the "10-state" rule, by qualifying for nomination or election in 10 states.

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](#). ACAM 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 ACAM's PEG access programming operating procedures, including signing the [Access User Agreement](#), but excluding the residency requirement, under conditions set forth and approved by ACAM. It is expected that non-resident crew members 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 ACAM, 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 cable operator for a fee.

Libel -- A written or oral statement that conveys an unjust characterization.

Local Origination -- Cable programming entirely planned and produced by ACAM [staff](#) and/or a pre-produced videotape that is cablecast on a channel controlled by 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 and state laws.

Ordinance -- Enabling legislation passed by a local government to establish guidelines for the franchising process.

Organizational [Access User](#) -- Any member of a non-profit organization with a 501(c)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 or she may only produce [programming](#) that is sponsored by the organization to which he or she 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 -- An [access](#) or [organizational](#) user that is responsible for the production of a PEG Access cable [program](#). The producer is ACAM '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 ACAM 's PEG access programming operating procedures by themselves or any members of the production [crew](#). (In the case of a minor, his or her parent or guardian assumes all responsibility for [program content](#) and other liability outlined in ACAM 's PEG 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 -- 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 ACAM [facilities](#) and [equipment](#). When an [access user](#) brings in a [prerecorded tape for cablecast](#), it is also considered public access. In both these instances, ACAM , 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 ACAM .

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 Users](#).

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-served, 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 scheduling requests must be submitted at least eight (8) weeks prior to the desired cablecast date. At the discretion of [staff](#), and if the desired time slot is available, the eight-week submission rule may be waived to allow the timely cablecasting of newsworthy events.
3. [Access Users](#) must sign an [Access User agreement](#) and channel request form before any program is cablecast. Approval by the [Access Coordinator](#) is required.
4. If scheduling and equipment allows, a taped program may be repeated any time during any weekly period, for a total of two (2) cablecasts. All programs are cablecast no more than twice within a given week. First-run programs have priority over reruns in slot scheduling.
5. ACAM 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 ACAM 's PEG access programming operating procedures.
6. Requests for consistent time slots: Program series will be allocated at the discretion of the [staff](#), provided ample time remains available for other programming requests and if the following conditions are met:
 - a. PEG [Access User\(s\)](#) produce the material.
 - b. Titles and descriptions of programs are submitted to the [Access Coordinator](#) at least six (6) weeks in advance of the scheduled time.
 - c. [Access Users](#) has new material on a consistent basis.
 - d. A [crew](#) has been trained and certified.

A. Scheduling Channel Time (continued)

- e. If a series access user regularly fails to have the program ready for scheduled cablecast, the [staff](#) may, at its discretion, assign the time slot to other [Access Users](#).
 - f. A series will receive priority scheduling over programs airing one time.
 - g. A series time slot will be allocated for new series only if:
 - 1. [Access User](#) has completed two taped programs prior to application, or
 - 2. [Access User](#) has successfully produced two live programs in the proposed series.
7. 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.

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. If none of the above apply, [staff](#) may resolve the conflict at its discretion.

C. Cablecasting Procedures for Videotape

- 1. [Access Users](#) 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. (See page 19- section V. part B for information on use of [copyrighted](#) material).
- 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 (Channel 1 or Channel 2)

C. Cablecasting Procedures for Videotape (continued)

3. Leader and Trailer -- The beginning of all cablecast programs must include the following, in this order:
 - a. 30 seconds color bars, with audio test tone at 0db
 - b. 10 seconds academy leader (countdown 10-2 with 2 seconds of black)
4. The end of a cablecast program must include the following, in this order:
 - a. Appropriate production credits
 - b. ACAM credit – (i.e., “Produced at ACAM ”)
 - c. 60 seconds of standard black
5. Videotapes owned by the [Access User](#) must be picked up within ten days of the last cablecast. After sixty (60) days, ACAM assumes no responsibility.
6. Tapes scheduled for cablecasting must be brought to the [staff](#) at least seventy-two (72) hours prior to the scheduled cablecast, unless otherwise arranged with the [Access Coordinator](#).

D. Technical Standards

1. Programming must meet minimum quality standards for cablecast. ACAM reserves the right to pre-screen [programs](#). If programming does not meet minimum technical standards and/or does not comply with FCC regulations and the law, ACAM will refuse the request for playback.
2. All programming supplied for cablecast must be in the following formats: DVD, DV, Mini DV, or VHS in SP unless other arrangements have been made.
3. Programming must be of such quality that a processing amplifier used by the channel will accept the signal. If the amplifier will not accept the signal and the resulting picture is unstable, the program may be rejected.
4. Audio quality of all programs will be constant and of sufficient level to permit adequate reproduction on ACAM transmission equipment.

If [staff](#) notices an abnormal number of production problems with a program (i.e. poor audio or video), an [Access User](#) may be asked to re-train.

E. Credits/Disclaimers/Labeling of Sensitive Material

1. ACAM 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 ACAM . ACAM is not responsible for the production or quality of the tape being cablecast.”**
2. If requested by ACAM the following credit shall be added: **“The preceding program was made possible through the television facilities of ACAM .”**
3. If ACAM makes a good-faith determination that the subject material in a [program](#) may offend some viewers and/or may not be appropriate for children, ACAM 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.”** ACAM reserves the right to run potentially offensive programming at later time periods. Failure to notify ACAM of potentially offensive material prior to a program or episode airing may result in loss of privileges.

F. Grants, Underwriting and Sponsorship

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 ACAM ’s credit (See above).
2. ACAM must be notified that a program will be underwritten at the time the [program proposal](#) is submitted.
3. Any individual or group submitting a proposal for grant funding for a project which involves the use of ACAM ’s facilities must have obtained prior written approval from ACAM [staff](#).

G. Personal Profit/Commercial Use

Individuals, non-profit [organizations](#), or any other [Access Users](#) may not use all or any part of the program for personal profit or gain without the express written permission of ACAM . ACAM may require that a [producer](#) share such profits in order to compensate for the [facilities](#), [equipment](#), tape supplies, and [staff](#) time that were provided to the producer. Access Users found to be using the facilities or equipment for personal profit without prior permission will be subject to loss of privileges.

G. Personal Profit/Commercial Use (continued)

Reimbursements for profit making programs are as follows:

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

H. Bicycled Tapes

Programming that is not produced in the town, rather, it is pre-produced and prerecorded material that is shipped or brought to operators for PEG Access use. Bicycled programs must be strictly noncommercial in nature, and [technical](#) and production quality must be high. Locally produced [programs](#) will receive priority scheduling.

1. A [resident](#) must sponsor the bicycled program by signing the [sponsor form](#) (page 24) and providing proof of residency.
2. Any public, [non-profit organization](#), or state agency can bicycle programming 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, i.e. one representative must be a [resident](#) of the town who will sign an [Access User Agreement](#).

IV. USE OF FACILITIES AND EQUIPMENT

ACAM '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 Use Production Equipment and Facilities

1. Availability -- Equipment and facilities are available to [residents](#) of the town and representatives or employees of [non-profit organizations and agencies](#) that serve the town on a first-come, first-served, and nondiscriminatory basis. Non-residents formally enrolled in a student internship program at ACAM may use the equipment and facilities.
2. Minors -- Eligible persons who are minors must have written permission from their parent or guardian to use ACAM 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 ACAM 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.

B. General Facility Policies -- ACAM is pleased to provide facilities, equipment, and channel time for television productions. In return, we ask that [Access Users](#) obey ACAM '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.

B. General Facility Policies (continued)

2. Anyone found to be under the influence of alcohol or drugs, or carrying a weapon of any kind, 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 ACAM [staff](#).
5. [Access Users](#) are responsible for loss or damage to facilities and equipment due to negligence or abuse.
6. [Access Users](#) of ACAM [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 ACAM 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.

C. Volunteer Standards of Conduct for Non-ACAM 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. Weapons, or any objects resembling weapons, are prohibited while on or in ACAM facilities.
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. Honesty and accuracy. Dishonesty with employees or falsifying records or any other access-related documents will not be tolerated.

C. Volunteer Standards of Conduct for Non-ACAM Employees (continued)

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 ACAM property, or while using ACAM Access equipment, is prohibited.

7. ACAM safety policies preclude cooking of any kind or manner without a properly installed ventilation hood and kitchen hood extinguishing system.
8. Studio facilities are accessible only with proper authorization
9. Respect for, and appropriate use of, ACAM property and [equipment](#), including vehicles, and production and editing equipment is required.
10. Privileges may be lost for engaging in any other conduct that ACAM deems unacceptable.

4. General Rules for Equipment Use

Public, educational, government access [programming](#) is created by [volunteers](#) and depends on the participation of 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 ACAM will then train. Training for the production of programming will be provided on a first-come, first-served, nondiscriminatory basis in accordance with the ACAM '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. [Access Users](#) should only identify themselves as Access Users, not as employees or [staff](#) of ACAM.

D. General Rules for Equipment Use (continued)

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 or by phone.
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 ACAM (i.e. sets, graphics, videotapes, DVD's and other materials, etc.), must be supplied by the [Access User](#) and must be removed after the production.

All work and master tapes left over 30 days after a production will be subject to recycling at the discretion of [staff](#).

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.

E. Portable/Field Equipment (continued)

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 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](#).
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 the towns being served by this ACAM facility.

6. 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](#).

7. 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 cancelled if the production [crew](#) does not show up within thirty (30) minutes after the start of the scheduled facility time.

8. 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](#). A Program Planning Proposal also determines the production responsibilities and [copyright](#) ownership. These and other forms are available for planning productions, including a Crew Sign-up Sheet, Pre-Production Planning Form and Post-Production Planning Form. These optional forms are recommended for additional guidance.

V. PROGRAM CONTENT

- A. [Access Users](#) of television channels and [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 all original material.
 2. To request that [program](#) master videotapes held by ACAM be discontinued from cablecast or erased in the event that program information becomes outdated or obsolete.
 3. To play or distribute the videotape, for nonprofit purposes only, provided ACAM is given graphic credit within the videotape at each cablecast date or play.
 4. Videotapes for making duplicates (dubs) of [program](#) masters, or any other tapes, must be provided by the individual or group making the

dub.

5. Duplication services may be purchased from ACAM at a low cost to the [Access User](#). Access Users are permitted one free dub of their **completed, ready for telecast program** provided they furnish a blank tape or DVD. **This policy does not apply to raw, unedited, or work print footage.** Access Users may also make copies without charge for the purpose of using their program as a [bicycled tape](#) at other facilities. (See page 12).

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.

B. The following material is prohibited: (continued)

5. The direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to state-sponsored lotteries.
6. By law, ACAM may not exercise any editorial control over Public, Educational, or Governmental uses of access channels.

C. ACAM Program Rights

As ACAM has provided materials, facilities, and [staff](#) support for the production of [programs](#), ACAM 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 noncommercial distribution, except where permission has expressly been denied in advance. [Producers](#) will always be given graphic credit in the videotape for such use.

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 an obsolete or unusable program after it has been cablecast.
5. ACAM should be notified of any subsequent use of any tape produced and cablecast with television facilities if the [producer](#) received any [profit](#) or remuneration.
6. ACAM must be reimbursed for [equipment](#) rental at fair market value or 50% profit whichever is smaller. This is not a rental agreement.
7. ACAM will own programs produced by ACAM's [staff](#). When ACAM 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 ACAM.

D. FCC Regulations Regarding Political and Issue-Oriented Programs

ACAM 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.

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.

3. **Political Advertising Options**
 - a. A [resident](#) candidate, or resident supporters, may also produce, at no charge, an [access program](#) of at least thirty (30) minutes duration.
 - b. [Bicycle](#) a taped program under the established policies contained herein.
 - c. ACAM does not accept spot video [advertising](#) (30-60 seconds) nor community bulletin board text advertising for cablecast on public access channels.

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 ACAM facilities should first be discussed with the [Access Coordinator](#). If that does not provide an acceptable solution, a grievance may be filed in writing with the Area Access Supervisor.

- B. **Public Record** -- ACAM maintains a complete public record of all persons, groups, or organizations requesting use of the political, EEO, and children's files. The file shall be made available to the public for inspection during [staff](#) hours. All records will be kept a minimum of two years. Copies of all public file documents are available for copying upon request. However, the requesting party must pay the copying costs and the copying may be done at the location specified by ACAM within seven (7) days of the request. Persons requesting inspection of the public file shall identify themselves by name and address, in writing. Persons inspecting the public file may not remove any records from the premises. Although all documents pertaining to use must be kept on file, [Access User](#) identity can be kept anonymous upon written request.

B. Public Record (continued)

1. **Political Files** -- ACAM keeps a political file containing a record of:
 - a. All requests for cablecast time by candidates for public office.
 - b. The disposition of the request.
 - c. The amount, if any, paid for the cable time.
 - d. The charges made, if any, for cablecast, or a notation of free time given.
 - e. If an organization pays or furnishes political advertising materials, or materials which discuss controversial issues of public importance, ACAM will keep a record of the chief executive officer, or members of the executive committee, or board of directors of the sponsoring organization.

2. **Individual Sponsorship File**

FCC rules require sponsorship identification of cablecast material paid or bartered for by any business enterprise. The rule is waived for individual "want ads" or classified ads. Whenever this exemption is used, a list of the names, addresses, and telephone numbers of sponsors of want ads or classified advertising must be retained.

3. **Children's Programming File**

Cable operators should obtain quarterly certifications of compliance of the Children's Television Act from cable networks. Cable operators will not be responsible for compliance on either the broadcast signals they passively carry or on PEG Access channels; however, cable operators engaged in the local origination of children's programs must follow the requirements applicable to broadcasters. Records verifying compliance will be retained for a period of one year.

VII. BULLETIN BOARD ANNOUNCEMENTS

A. Eligibility

A text information service is available, free of charge, to [non-profit organizations](#) providing public service announcements and/or event information to the town.

B. Procedures

1. To place a message on the calendar, complete a Calendar Request Form and:
 - a. return by Email, or
 - b. fax, or
 - c. bring in person

B. Procedures (continued)

2. Message request should be submitted one (1) week prior to the desired starting date.
3. 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.
4. All other rules regarding limitations on [content](#) for programming apply to bulletin board announcements.

Andover Community Access and Media

ACCESS USER AGREEMENT

1. I have read and am thoroughly familiar with the contents of the ACAM operating rules.
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. I acknowledge that the [producer](#) 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 ACAM.
4. I indemnify and hold ACAM 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 ACAM, unless specifically authorized by ACAM 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 ACAM against any damage or liability incurred while using the equipment.
7. I shall not use ACAM channels, [equipment](#), or facilities for any financial gain or other commercial purposes. I understand that programming produced with ACAM'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 ACAM [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)		
Print Full Name:		
<i>Full Address: Street, Town & Zip:</i>		
<i>Proof of Address Provided:</i>	<i>Circle One ... ID / Driver's License / Utility Bill / Other: _____</i>	
<i>Email:</i>		
<i>Home Phone:</i>		
<i>Work Phone:</i>		
<i>Cell Phone/other:</i>		
SIGNED (if under 18, must be signed by a parent or legal guardian)		Date:
Staff Use Only		
<i>Circle One to verify ... Access User's address verified by ID / DL / Utility Bill / Other: _____</i>		
Approved by:		Date:

PROGRAM SPONSORS AND PRODUCERS FILL OUT REVERSE SIDE

Andover Community Access and Media

PRODUCERS/SPONSOR INFORMATION

<i>Producer/Sponsor (Please print, sign and return with proof of address)</i>	
Program Title:	
<i>Program Description:</i>	
<i>Program Length:</i>	
<i>Circle One:</i>	<i>Special Weekly Series Biweekly Monthly</i>
Producer or Sponsor Print Full Name:	
<u>ORGANIZATION:</u> <i>(if non-profit):</i>	
<i>Non-Profit Tax ID (501c3) #:</i>	
<i>Full Address: Street, Town & Zip:</i>	
<i>Email:</i>	
<i>Home Phone:</i>	
<i>Work Phone:</i>	
<i>Cell Phone/Other:</i>	
SIGNED <i>(if under 18, must be signed by a parent or legal guardian)</i>	Date:
Staff Use Only	
<i>Circle One to verify ... Access User's address verified by ID / Driver's License / Utility Bill / Other: _____</i>	
Approved by:	Date: