Our Community Access Medfield TV

Medfield.TV Programming and Service Policies & Regulations

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[~] Please find all forms at www.medfield.tv. ~

I. Introduction

Welcome to Medfield.TV! Medfield.TV is a full-service public access television station, devoted to serving the citizens who make it possible. Medfield.TV is a registered not-for-profit educational (501-(c)(3)) corporation. Medfield.TV is not a government entity, and derives its authority to operate as Medfield's PEG¹ organization from federal and state law, and at the pleasure of the Town of Medfield through its Board of Selectmen. Medfield.TV's primary source of financial support derives from Medfield's license agreements with the cable service providers, Comcast Xfinity and Verizon FIOS. Medfield.TV seeks to develop and evolve with the support, cooperation, and participation of all key stakeholders, including Medfield residents, organizations, and businesses.

This document outlines how Medfield.TV is organized to support its members and its mission. These Programming and Service Policies & Regulations ("Policies and Regulations") are designed to provide a clear framework within which Medfield.TV members may utilize the resources of community access television. The Policies & Regulations are subject to change as Medfield.TV evolves. Medfield.TV will post the most current Policies & Regulations at www.medfield.tv.

II. Purpose & Mission Statement

Purpose

The Medfield.TV corporate bylaws state this as the purpose of the corporation:

To support the production, promotion or acquisition of Educational, Cultural and Informational programming in the Medfield Cable Television System and such other purposes that are reasonably related to encouraging, developing and improving the cablecasting of Local Origination Programs.

To foster effective community television programming in the Town of Medfield by promoting open, diverse, and equitable access to the community television production and distribution facilities in the Medfield Cable Television System.

To purchase, lease, exchange or otherwise acquire, hold, store, sell, encumber or otherwise deal in or with any real or personal property as may be necessary or

¹ Public, educational, and government access television, (also PEG-TV, PEG channel, PEGA, Local-access television) refers to three different cable television narrowcasting and specialty channels. Public-access television was created in the United States between 1969 and 1971 by the Federal Communications Commission (FCC), and has since been mandated under the Cable Communications Act of 1984, which is codified under 47 USC § 531.

incidental to these purposes; and to carry on any other lawful business which may be conveniently carried out in connection with the above purposes.

Mission Statement

Medfield.TV is a valuable community resource providing access and education to all Medfield residents to enable the creation, production and distribution of television programming intended to stimulate, entertain, inform and connect the entire community.

III. Membership & Corporate Partnership

1. *Membership:* All residents and organizations of the Town of Medfield who are at least sixteen (16) years of age and who reside in a home which is connected to the Medfield Cable Television System, as of forty (40) days prior to the Annual Meeting of Members, shall be eligible for membership at no cost. Members must provide proof of: 1) Medfield residency, or affiliation with an organization or business based within Medfield; 2) Certification of being connected to the Medfield Cable Television System.

Members are eligible to:

- a. Attend and vote at the Annual Meeting of Members (typically held in March) and any Special Meeting of Members.
- b. Be elected to serve on the Medfield.TV Board of Directors.
- c. Be appointed to serve on Medfield.TV Committees.
- d. Submit content to the station for cablecast (see Section V., Programming).
- e. Become certified to borrow and operate various equipment and facilities at Medfield.TV (see Section IV, Requirements).
- f. Receive Medfield.TV publications.
- g. Take an active volunteer role in access television.
- 2. *Corporate Partnership:* Corporate Partnerships allow Medfield businesses (or businesses owned by Medfield.TV members) to formally engage with the station for mutual benefit. Please refer to our Corporate Partnership document for more information.

IV. Use of Equipment/Facilities

Requirements:

To use Medfield.TV equipment and/or facilities, requestor must:

- 1. Provide proof of current membership.
- 2. Be a Certified Producer to operate/borrow/rent the specific equipment (see Section IV, Training).
- 3. Use the equipment/facilities exclusively for the creation of non-commercial programming for cablecast on the access channels.
- 4. Sign the appropriate Checkout/In form 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.
- 5. Use the equipment in the production of programming to be provided to Medfield.TV to air on Medfield.TV at the discretion of the Executive Director.

Training:

Medfield.TV will train members on proper use and care of station equipment and facilities on an on-going basis. Once a member has been properly trained in these areas, he/she may reserve and use those respective Medfield.TV resources that apply (see Section IV, Availability/Usage).

Training is offered to familiarize members with production concepts and resources available at Medfield.TV, and to ensure proper technique and care are used when handling Medfield.TV 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 Medfield.TV staff, can bypass certain Medfield.TV training.

Availability/Usage

1. Reservations:

All reservations are dependent upon staff's approval of a written project description including: type of project, resources required, and production schedule. No producer may have in progress more than three productions at any one time unless authorized by Medfield.TV staff. Equipment/Facilities will be available to all trained members on a first-come, first-served basis.

Reservations of equipment and/or facilities must be made with the Medfield.TV staff, by the Producer who will be using it and will be responsible for it. Medfield.TV 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 Medfield.TV equipment may result in a violation.

2. Equipment Check-Out/In:

Equipment must be picked up at and returned to Medfield.TV by the Producer who reserved it unless alternative arrangements have been approved in advance by

Medfield.TV staff. The member's identification must be presented upon request. Staff will fill out the Equipment Check-Out/In form, which the Producer signs. If the Medfield.TV 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 Medfield.TV staff. Please observe Medfield.TV's posted hours and scheduled time for check-out and check-in of equipment.

Medfield.TV 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 Producer set up and test the equipment before leaving the facility. Use of Medfield.TV equipment outside the town of Medfield requires prior staff approval.

Equipment must be returned by the time indicated on the Check-Out/In form. When returning equipment, the Producer is responsible for having the equipment officially checked in by Medfield.TV staff. At this time, any damage to equipment or operating irregularities must be reported to Medfield.TV staff member. If a producer does not return equipment on time the individual may be assessed a late fee charge of \$25, payable before borrowing privileges are restored.

3. Facility/Studio Use:

The Certified Producer, on the respective sign-in sheet, must log each use of Medfield.TV facilities.

Crew position assignments are the responsibility of the producer. Medfield.TV 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. Medfield.TV staff will assist whenever possible, but depending upon timing, may not always be available to serve as crew on member productions.

Producers are responsible for the actions of guests, assistants, crew, children, etc. in the facilities. It is highly recommended that producers require all talent appearing in their program to complete a Talent Release Form to keep for their records. Medfield.TV office equipment and supplies may not be used for props.

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 Medfield.TV staff. Eating and drinking is allowed in designated areas only. Smoking is not allowed in the premises occupied by Medfield.TV.

4. Media/Copies

Medfield.TV does provide removable media (DVD's, drives, etc.) for the production of programming for Medfield.TV. Media that are signed out to members must be returned like any other piece of equipment. Any lost or damaged media must be replaced or

Medfield.TV must be reimbursed.

Any producer who wishes to have a copy of the master version of his/her program may make one copy with Medfield.TV equipment at any time that does not interfere with production. Upon request, Medfield.TV will provide a digital copy to the producer for this purpose. Anyone who wants a copy of a program is encouraged to record it off cable or obtain on-line. Requests to Medfield.TV staff to repeat a program for this purpose will be honored whenever possible. Otherwise, note that most Medfield.TV programs are archived and accessible via the Medfield.TV web site, and/or YouTube and Blip.

V. Programming

Community Bulletin Board

The Community Bulletin Board (CBB) is a service maintained by Medfield.TV for publicizing non- commercial, non-partisan notices, activities, and events of interest and/or benefit to residents of Medfield. Community Bulletin Board Request forms is available to individuals and organizations through Medfield.TV. It is helpful to submit material for CBB at least 2 weeks in advance of the event or activity. **Requests through the Medfield.TV 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 Program Sponsor and Access User form (available at www.medfield.tv), 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.

Frequency of new programming submitted by presenters/producers determines frequency of cablecasts on the access channels. Although not required, presenters/producers may be asked to submit three new consecutive programs before they receive a regular time slot in the program schedule.

The following considerations will help determine the scheduling of channel time:

- Relevance of the programming to the Medfield audience.
- Quality of the production.
- Where the program is/was produced.
- Timeliness of program.
- Regularity of program series.
- Repeat, live or first run program.

- Date of receipt of Request for Cablecast form.
- Availability of channel time.
- When applicable, demographically appropriate time period.
- Number and frequency of rebroadcasts of same production based on program quality and public interest, at Medfield.TV's discretion.

Channel time is scheduled by Medfield.TV staff. Medfield.TV 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. 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. Medfield.TV reserves the right to require an appropriate disclaimer on any program.

If Medfield.TV makes a good-faith determination that the subject material in a program may offend some viewers and/or may not be appropriate for children, Medfield.TV may require that an announcement be added to the beginning of the program, such as: "The following program may contain sensitive material. Viewer discretion is advised." Medfield.TV reserves the right to run potentially offensive programming at later periods or to exclude programming that in the sole discretion of Medfeild.TV violates the law. However, acceptance of any program submitted to Medfield.TV for air does not constitute a release of liability of the producer or provider of the program and is not deemed to be approval or endorsement of the content of the program by Medfield.TV, its Board of Directors, staff or members. Failure to notify Medfield.TV of potentially offensive material or illegal material prior to a program or episode airing may result in loss of privileges.

A full program schedule for Public, Education and Government Comcast 8,12,22 and Verizon 47,36,45 channels is posted on Medfield.TV website www.medfield.tv.

Preparation Requirements

Before cablecast, all media must be clearly labeled (on the physical media itself \underline{and} any casing/container) with the following:

- 1. Producer and/or presenter's name.
- 2. Title of program(s).
- 3. ID number (if Medfield.TV media).
- 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 Medfield.TV"
- 4. 30 seconds of black.

Technical Requirements

- 1. All programs must be submitted in digital format. Properly labeled removable media may be accepted as appropriate.
- 2. Video and audio quality of all programs to be cablecast must be consistent and of sufficient level to permit adequate reproduction by transmission equipment.

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

Prohibitions and Clearances

Access Users of Medfield.TV and Producers are fully responsible for the content of their program material. In accordance with FCC guidelines, Medfield.TV reserves to right to refuse to transmit a public access program (or portion of a program), which can reasonably be considered to contain obscene material. Additionally, at the discretion of Medfield.TV, material that is permissible for transmission, but deemed unsuitable for younger viewers, may be aired in the late evening/early morning hours. The following material is forbidden for presentation on the Medfield.TV controlled Public, Educational, and Governmental Access Channels:

- 1. Any material which constitutes libel, slander, invasion of privacy or publicity rights, or which by its broadcast in Medfield might violate any other local, state, or federal law.
- 2. 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.
- 3. 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.
- 4. The direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to state-sponsored lotteries.
- 5. Any material that does not meet Medfield.TV standards for technical quality or commercial content. However, Medfield.TV approval for broadcast does not constitute a determination of the legality of the program content and does not indemnify the producer or submitter from liability for the content of the program.

Access 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 Medfield.TV equipment is retained by the Producer. In some instances, Medfield.TV is the Producer of record, and as such holds the copyright. Medfield.TV may retain a master copy of all programs produced using Medfield.TV equipment and retains the right of unlimited cablecasts. Unless restricted in writing in advance, Medfield.TV reserves the right to disseminate such program content by other media, such as an internet video service. No individual may receive any financial benefit/remuneration from third parties for programs produced using Medfield.TV equipment, in accordance with Medfield.TV's 501 (c)(3) non-profit status, unless through an awarded grant, scholarship or the like (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, consistent with FCC regulations that apply to educational broadcasting services of over-the-air radio and TV.

Political Programming

To the extent practicable, and in its sole discretion, Medfield.TV makes available its production and cablecasting facilities as an open forum and encourages political discussion of issues and candidates. 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. 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 Medfield.TV.

1. Types of Political Programming:

a) <u>Debate programs</u> 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: Analysis and news reported by one or more individuals who have no direct interest in the campaign of a candidate or referendum being covered. Medfield.TV encourages such coverage to conform to the best practices of journalism and be reasonably balanced.
- 2. A Medfield.TV member must follow the Medfield.TV Policies & Regulations to use Medfield.TV facilities to present/produce political programming.
- 3. All programs submitted for cablecast shall be accompanied by a completed Program Submission form (available online at www.medfield.tv).
- 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 Medfield.TV 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 Medfield.TV 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 restriction of certain privileges for a limited time. These may include, but are not limited to:

- 1. Failure to cancel a reservation in accordance with Medfield.TV Policies & Regulations.
- 2. Late pick up or return of equipment without notification and approval.
- 3. Inappropriate use of computer/production equipment, MTV facilities, or Internet access.
- 4. Failure to clean up after using facilities.
- 5. Eating, drinking, or smoking in non-designated areas.

- 6. Handling off-limit equipment or being in off-limit areas.
- 7. Failure to comply with Medfield.TV Policies & Regulations.

Major Violations

Major violations may result in suspension of all privileges for a specified time (except member voting rights). These may include, but are not limited to:

- 1. Abusive, threatening, unsafe or disruptive language and/or conduct.
- 2. Commercial, profit-making, or personal use of Medfield.TV facilities and or equipment.
- 3. Theft or abuse of equipment.
- 4. Falsifying forms or making false representations to Medfield.TV members or staff.
- 5. Misrepresentation to others of member's status or affiliation with Medfield.TV.
- 6. Use of Medfield.TV equipment without staff permission.
- 7. Being intoxicated or bringing intoxicants (illegal drugs, alcohol) into Medfield.TV facilities or to Medfield.TV activities. (The availability of alcoholic beverages at certain adult functions is subject to be approved by the Board.)
- 8. Bringing weapons on the premises occupied by Medfield.TV (unless by prior approval of the Executive Director for production purposes or required by law).
- 9. Failure to comply with Medfield.TV Policies & Regulations.

The Board of Directors delegates to the Executive Director the authority to oversee the enforcement of the Medfield.TV Policies & Regulations. The Medfield.TV Board of Directors reserves the right to permanently disinvite any individual, family, or organization/business whose behavior violates the Policies & Regulations of Medfield.TV.

Grievance Procedure

Members are encouraged to resolve difficulties on the staff level by communicating with the Executive Director. 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 Medfield.TV Executive Director within seven working days, or such time that is reasonable under the circumstances, from the date of the incident.
 - ** If the Executive Director is an affected party, the grievance request may be submitted immediately to the Board for the purpose of convening a Grievance Committee and bypass step two.
- 2. The Medfield.TV Executive Director will review the grievance and render a written decision in a timely fashion.
- 3. Should the decision of the Medfield.TV Executive Director not satisfy the access user, the user may file a written request to the Board 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 Medfield.TV staff member (not involved with the Medfield.TV incident), one Medfield.TV board member (not involved with the incident), two Medfield.TV members (members not involved with the incident), and the President of the Medfield.TV Board of Directors. The Medfield.TV President shall choose the staff member, board member, and two members.

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

- 1. Medfield.TV Secretary.
- 2. Medfield.TV Treasurer.
- 3. Most senior Medfield.TV Board member in alphabetical order.

VII. "Bicycled Productions"

This refers to videos that are not produced in town, rather, it is pre-produced and prerecorded material that is shipped or brought to operators of PEG Access use. Bicycled productions must be strictly noncommercial in nature, and technical and production quality must be high. Locally produced programs will receive priority scheduling.

A public, non-profit organization, or governmental agency can bicycle productions 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 a Membership Agreement (available online at www.medfield.tv).

VIII. Responsibility & Indemnification

Access Users shall indemnify Medfield.TV, 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 Medfield.TV Agreement with Policies and Regulations (see form A).

While a production may involve other Access Users participating, the Producer must agree to be personally and financially responsible for all liabilities involved in the production and playback of content Produced under his/her supervision. In the case of a minor, his parent or guardian must assume all responsibility for program content and other liability involved in the production.

While Medfield.TV is involved in the conduct of a cable television production and cablecasting operation, Medfield.TV does not indemnify Members, Volunteers and other participants against liabilities arising out of their use of Medfield.TV facilities, their participation in Medfield.TV activities, or Medfield.TV acceptance of their submitted content for broadcast. Medfield.TV is responsible for providing a safe and healthful environment for enabling community cable access.

XI. Definition of Terms

Access Channels – Channels set aside by the cable operator for use by the public, educational institutions, municipal government, (PEG). In Medfield, this term refers to the three PEG channels on Xfinity and Fios cable television services.

Access User – A Member or other party given permission to produce, aid in the production of, and/or submit programming and content to Medfield.TV.

Bicycled – Media content 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 –A network that provides high bandwidth connectivity among multiple points.

Cable Television System – A broadband communications system, capable of delivering television programming from a centralized hub to a community, typically under a local franchise license issued by the community.

Candidate - Any person who has publicly announced candidacy by formal declaration and meets the legal qualifications to run for office.

Certified Producer – A Member or Corporate Partner who has obtained approval from Medfield.TV to operate/borrow/rent certain Medfield.TV equipment based on training or experience documented by Medfield.TV. A Certified Producer may be required to obtain multiple certifications to employ various kinds of equipment.

Content – Any creative audio and/or visual material that is considered for broadcast or other distribution by Medfield.TV.

Copyright – The right to reproduce the material contained in a program. The right covers copying, publishing, and broadcasting of the protected content.

Corporate Partner – A business or other organization that meets the Medfield.TV criteria for participating in Medfield.TV activities and productions. A separate Corporate Partnership policy outlines the criteria.

Crew – Individuals assisting in the production of programming. Medfield.TV understands it may be difficult for resident producers to find adequate crew from within town. Crewmembers that are non-residents must fulfill all the requirements of Medfield.TV's policies, including signing the Access User Agreement, but excluding the residency requirement, under conditions set forth and approved by Medfield.TV. It is expected that resident crewmembers generally enjoy priority over non-residents

Educational Access - Channel time reserved for noncommercial educational access programming.

Federal Communications Commission (FCC) - The U.S. governmental agency established to regulate

Telecommunications. **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. Medfield.TV administers Town of Medfield Government Cablecasting.

Libel - A published false statement that damages a person's reputation

Member - Residents of Medfield who are subscribers to either Comcast or Verizon FIOS cable services.

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.

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

Producer – A Medfield.TV member, as defined in Medfield.TV bylaws, or a Corporate Partner who is responsible for the production of content that is broadcast on Medfield.TV. The producer is Medfield.TV's main contact for a production.

Programming – Content distributed by Medfield.TV over its Access Channels or other media outlets. Such content may include news, entertainment, informational, and educational presentations in video, aural, and/or graphical form.

Public Access – That channel time, available on a first-come, first-served, nondiscriminatory basis (subject to certain conditions outlined in this Policy), specifically for noncommercial programming produced by or submitted by residents or Corporate Partners.

Slander - A spoken false statement that damages a person's reputation.

Staff - Those employed by Medfield.TV.

Subscriber – Customer paying a monthly fee to cable system operators for the capability of receiving Television programming.

Training – Education, for example, specifically with respect to such things as aspects of equipment operation, methods of production, and operational safety.

Talent - Individuals who are performing on a production.

Volunteer – Individuals who donate their assistance to Medfield.TV in achieving its mission and who are not employees or contractors of Medfield.TV.