



RULES AND OPERATING PROCEDURES

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STATEMENT OF PURPOSE

The purpose of **Dartmouth Community Television (DCTV)** Channel 95 is to provide Town of Dartmouth residents and organizations a means to produce a wide variety of cable television programs about their experiences, concerns, and interests.

DCTV, with studios, offices and additional space for PEG Access purposes (“Access Center”) at 247 Russells Mills Road provides channel time to individuals and organizations in Dartmouth who meet the eligibility requirements in accordance with applicable rules and regulations.

It is hoped that residents and organizations in the Town of Dartmouth will take full advantage of this public electronic medium of free expression.

DCTV strives to provide outreach to all segments of our community, ascertaining areas of programming needs, and assessing community response to public access programming.

DCTV is primarily funded through payments by Comcast to the Town for use of the public ways, as provided for in the cable television license granted by the Town. **DCTV** is managed by the Director of Media for the Town of Dartmouth (“Director of Media”) and the DCTV Board of Directors (“Board of Directors”).

ELIGIBILITY

1. Any Town of Dartmouth resident or organization is eligible to become a Public Access studio/equipment user (“Access User”). In order to do so, each user will be required to attend a public access orientation, followed by training classes at DCTV on various equipment, based on the user’s needs.
2. All residents must first show proof of Dartmouth residence by filling out a residency form at the Dartmouth Town Clerks Office.
3. All Organizations include, but are not limited to, educational, health care, social services, arts, environmental, religious, neighborhood, or any other advocacy group, located in the Town of Dartmouth.
4. All eligible Access Users must fill out a registration form and agree to comply with these rules and regulations. Access Users under the age of 18 must have the registration signed by a parent or guardian.

5. All Access Users should only identify themselves as public access community producers, not as employees or staff of **DCTV** or the Town of Dartmouth.

ACCESS CENTER RULES

1. All Access Users must sign-in and sign-out whenever they enter or leave the facility. The sign-in/out sheet will be located at the reception area.
2. Anyone using a **DCTV** studio, other portion of the **DCTV** Facility or **DCTV** equipment must be familiar and comply with DCTV access rules and operating procedures and producer's contracts. Anyone using access equipment must be certified through training classes to operate that level of equipment or facility.
3. Completed programs produced with access equipment and facilities must be cablecast on the public access channel, absent of good cause excusing such cablecasting as determined by DCTV.
4. Access Users and anyone otherwise authorized to be in the Access Facility may use the telephone located in the waiting room **for local calls only**. Access Users and other non-DCTV personnel may not use any material or phones from the offices at **DCTV**. All offices are for **DCTV** staff only.
5. There shall be no possession or use of any illegal substances and/or weapons.
6. No alcohol may be consumed at the DCTV Facility, except as may be specifically authorized in writing by the Director of Media for an Access program.
7. No one shall operate equipment or spend time in the **DCTV** Facility while using or appearing to be under the influence of alcohol or illegal drugs.
8. Abusive language and/or actions are prohibited in the access facility, or by telephone, mail or email.
9. Access Users, staff and guests are expected to treat each other with dignity and respect.
10. The Access Facility shall not be used for purposes other than those for which the facility is intended. Loitering shall not be allowed in the DCTV Facility. Personal business and cell phone use should be kept to a minimum at the DCTV Studio.

11. Access Users are responsible for supervision of guests and children during productions and edit time. Children should not be left unattended in the **DCTV** Facility.
12. Please plan your production times according to posted hours so that production and clean up can be completed before closing.
13. All Access Users shall clean up after themselves. Food may only be eaten in the conference rooms or the kitchen. Food and drinks are not allowed in any other portion of the **DCTV** Facility, including the studios, edit suites or control rooms.
14. Studio sets must be broken down, and all personal items removed from the studio(s), edit suites, control rooms and any other rooms in the DCTV Facility not specifically designated by **DCTV** for storage by the end of a member's scheduled time slot.
15. Unless part of a Public Access program, animals, including pets, are not allowed in the public areas of the **DCTV** Facility. These public areas include the kitchen, studios, control rooms, edit rooms, and hallways. Nothing herein shall be deemed to exclude service animals (e.g. dogs) working to assist a disabled persons.
16. The Director of Media or her/his designee is empowered to act immediately and prudently to address the safety of persons and the security of the Access Facility. Violation of these rules may result in immediate expulsion from the access facility and property by the Director of Media or her/his designee.
17. Violation of these rules may also result in a warning, suspension or termination of an Access User's privileges or other lawful remedies and/or sanctions. See Violations section below.

USE OF THE DCTV FACILITY AND EQUIPMENT

1. General Rules:
 - a. Scheduling of any studio time and/or equipment must coincide with **DCTV** hours of operation.
 - b. Equipment is available on a first-come, first-served basis.
 - c. Cancellation of equipment and facility reservations should be made at least 24 hours in advance, except in cases of emergency. Repeated last minute cancellations may result in loss of privileges. (**DCTV** reserves the right to cancel the reservation if the facility is closed by the Town of Dartmouth for any reason or must otherwise be closed by DCTV.)

- d. Any materials for productions, beyond those supplied by **DCTV** must be supplied by the user and must be removed after the production. Sets, props and production materials may not be left in a studio or elsewhere in the DCTV Facility.
- e. Individuals using **DCTV** equipment, studio or post-production facilities shall not change wiring or components without staff permission or supervision. No attempt should be made to work on or repair equipment. Any damage caused in this manner will be charged to the user. A loss of privileges will result from such equipment abuse.
- f. Individuals using **DCTV** equipment and facilities should report any defects or problems to the staff. Members should fill out a Facilities/Equipment Incident report when problems are encountered.
- g. Access Users found to be misusing or abusing the equipment may be asked to repeat training, testing and/or be subject to loss of privileges.

2. Use of the Studio

- a. Reservations may be made up to eight (8) weeks in advance for live shows and four (4) weeks for taped shows. Reservations can be made online only (for tracking purposes). Access Users, who do not have Internet access available to them may, use a DCTV computer to make reservations.
- b. In order to schedule the studios and control rooms, an Access User (and all crew members) must be certified for studio production.
- c. No studio production may take place without staff supervision, unless the producer or another crewmember has been given studio supervision certification.
- d. Access Users are entitled to a maximum of 3 hours per session with a maximum of 6 combined hours per week in the studio, post-production or editing facilities. Scheduled studio time includes time needed to set up, break down and clean up in studio.
- e. 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's generally good practice to allow at least one (1) hour before and after the time needed to tape the actual production for set up and cleanup of the studio.
- f. Access Users under the age of 18 who wish to schedule the studio or participate in a studio production must have written permission from their parent or guardian. Access Users under the age of 16 must be accompanied by a parent or guardian.

3. Use of Editing and Post-Production Facilities

- a. To schedule and use the editing or post-production facilities, an Access User must be properly certified for such use.
- b. Access Users under the age of 18 who wish to schedule the editing and post-production facilities must have written permission from their parent or guardian. Users under the age of 16 must be accompanied by a parent or guardian.
- c. Producers are entitled to a maximum of 3 hours per session with a maximum of 6 scheduled combined hours per week in the studio, post-production or editing facilities. Scheduling outside these parameters will be made at staff discretion. These guidelines are designed to allow equal and fair access to the post-production facilities. Grievances concerning scheduling should be brought by Access Users to the **DCTV** staff attention immediately and if possibly shall be resolved at that time by the appropriate **DCTV** staff.

d. All digital material, including but not limited to video clips, audio clips, and graphics, should be removed from the DCTV edit systems and servers no more than 8 weeks after the material was first placed on the system. A one-time extension can be requested in writing to the Director of Media which will allow up to 4 additional weeks. This request should be delivered to a DCTV staff member no later than 6 weeks into the process. After this extension expires all of the digital material will be deleted.

4. Use of Portable Video and Audio Equipment

a. Reservations for equipment may be made up to 4 weeks in advance and should be made at least 1 week in advance. See Section 2(a) above for on-line reservations requirements and options.

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

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

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

5. Check-Out of Equipment

a. Sign Equipment Check out form.

b. Assemble and test requested equipment. It is the Access User's responsibility to make sure that they have all required cables and connectors to facilitate production.

6. Check-In of Equipment

a. Equipment must be returned on scheduled time. If an Access Users returns equipment late, they could lose access privileges.

b. Any problems with equipment or damage should be noted on Facilities/Equipment Incident form and brought to the attention of staff.

c. Users are responsible for loss or damage due to negligence or abuse while the equipment is checked out to them.

d. Access Users under the age of 18 who wish to borrow portable equipment must have a signed release from a parent, guardian or qualified adult Access User, who signs a release stating that the adult accepts responsibility for the equipment and its use by the minor. In addition, Access Users under the age of 16 must be accompanied by a parent or guardian when borrowing portable equipment.

VIOLATIONS

1. Violation Levels: Major Violations and Minor Violations

In order for these policies to be effective and to help provide for the operation of DCTV, the following procedures have been established to address policy violations issues and matters. There are two levels of violations, “Major Violations” and “Minor Violations”, further addressed below. Violations will, consistent with the designations set out below, be designated as either “Major” or “Minor”, by the Director of Media or the Director’s designee. The Director of Media or the Director’s designee is authorized to issue sanctions, as set out further below.

A. Major Violations

Major violations include, but are not limited to:

- (1) Commercial or profit-making use of DCTV facilities;
- (2) Abuse of staff or other members;
- (3) Misrepresentation to others of member’s affiliation with **DCTV**;
- (4) Falsifying forms;
- (5) Taking equipment without staff permission;
- (6) Abuse of equipment, including attempted repair or improper transport, or unauthorized facility reconfiguration;
- (7) Tampering with, copying or deleting **DCTV** software or data;
- (8) Failure to follow any requirement of the Live Call-In Screening Policy;
- (9) Three ‘No Show’ cancellations in any 12-month period;
- (10) Possession of weapons or illegal substances inside the **DCTV** facility;
- (11) Abuse or harassment of DCTV staff or Access Users;
- (12) Disruptive behavior in DCTV facilities or at **DCTV** events;
- (15) Failure on multiple occasions to reasonably share facilities with other **DCTV** Access Users;
- (16) Falsifying forms or documents, or other fraudulent activity; or
- (17) A substantial pattern of multiple violations

(18) Any other act or omission or violation of law which in the reasonable determination of the Director of Media involves a risk to the health, safety, or legal rights, of any DCTV member, staff, volunteer or guest.

B. Minor Violations

Minor violations include, but are not limited to:

- (1) Failure to cancel a reservation in accordance with the applicable **DCTV** policy;
- (2) Late pick-up or return of equipment without notification and approval;
- (3) Mishandling or unsafe use of equipment;
- (4) Eating or drinking in non-designated areas of **DCTV** facilities;
- (5) Smoking or being in possession of lighted smoking materials in DCTV facilities;
- (6) Failure to clean up after using the facilities;
- (7) Handling off-limits equipment or being in off-limits areas
- (8) Creating any unreasonable disturbance to other **DCTV** Access users, staff, or guests;
- (9) Violation of DCTV's programming guidelines or misrepresentation of the content of a program;
- (10) Failure to obtain necessary permission or release forms;
- (11) Three 'Late Cancels' in any six-month period;
- (12) Any other act or omission not included as a Major Violation (including, but not limited to, violations of Access Center Rules above, as may be amended), found by the Director of Media to be detrimental to the mission or operation of DCTV or in derogation of the intent and purposes of these policies and procedures and/or a violation of other requirements herein or a violation of applicable law, may be processed as a Minor Violation.

2. Sanctions and Remedies

A. Major Violations

Major violations may result in a range of sanctions and remedies including, without limitation, suspension of Access User privileges, revocation of Access User status, enforcement of **DCTV** contractual agreements and/or other sanctions or remedies deemed warranted by the circumstances.

B. Minor Violations

The first instance of a Minor Violation may result in a written warning.

Additional Minor Violations within an 18-month period from the date of the first violation may result in one or more of the following sanctions:

Second Violation: a written warning or up to a 7-day suspension of all or some membership privileges

Third Violation: up to a 30-day suspension of all or some membership privileges

Fourth Violation: up to a 60-day suspension of all or some membership privileges

Fifth Violation: up to a 1-year suspension of all or some membership privileges

DCTV reserves the right to provide alternative remedies and sanctions for minor violations, including but not limited to enforcement of DCTV's contractual agreements with Access Users.

C. Temporary Suspension of Equipment Use and Training Privileges

The Director of Media may temporarily suspend an Access User's right to use DCTV equipment and/or to participate in courses and/or training if the Director of Media determines that the individual's use of DCTV equipment or participation in courses and/or training presently poses a risk of harm or liability to persons, property or DCTV, subject to the following:

A temporary suspension of equipment and courses/training shall not exceed fourteen (14) days, during which period, the privilege to cablecast shall not be suspended unless said suspension results from a violation of cablecasting rules, regulations or policy.

The decision of the Director of Media to impose a temporary suspension shall be taken following a process that includes reasonable notice to the Access User as determined by **DCTV** and an opportunity to be heard, if requested, except that in the event of imminent health or safety risks or exigent circumstances or the event notice and opportunity cannot as determined by **DCTV** be given in advance of the suspension, notice and opportunity to be heard may be provided after the initial determination and imposition of the suspension.

Final actions by **DCTV** with respect to a suspension in excess of 14 days (or an extension of a temporary suspension to greater than 14 days) shall be taken only after providing reasonable notice to and opportunity to be heard for the affected person(s).

D. Fiduciary Duty and Contractual Obligations

DCTV reserves the right to further implement and enforce these Rules and Operating Procedures to protect and promote the best interests of **DCTV**, its Access Users and the general public. If found to be in the best interests of **DCTV**, **DCTV** may designate staff to assist with the prosecution of a complaint, act as a complainant, co-complainant, or otherwise act as a participant in or other representative of the cause stated in the complaint.

Actions constituting a breach of contract against an Access User may also be pursued by DCTV in a civil action. Nothing herein shall preclude any type of legal action or application for complaint against any individual, including an Access User where deemed necessary and appropriate by or on behalf of **DCTV**.

Notwithstanding **DCTV's** jurisdiction over complaints and violations pursuant to these Policies and Procedures, **DCTV** reserves the right to decline to be responsible for deciding or resolving a legal dispute between private individuals or otherwise entering into a legal dispute between private individuals.

E. Appeals

1. Suspensions of 15 days or less

A suspension of membership or a suspension of equipment use and training and courses for fifteen (15) days or less may be appealed to the Director of Media by the Access User by sending a written request for an informal hearing to the Director of Media within fourteen (14) days of the date of the DCTV written decision regarding the suspension. The Director of Media shall make a decision and provide Access User with an explanation of the reasons for the decision on the appeal. Filing of such written request will not defer the imposition of the suspension unless so ordered by the Director of Media.

2. Suspensions of greater than 15 days

An Access User who is dissatisfied with the imposition of a suspension of greater than fifteen (15) days may request in writing a review by the Board of Directors. The request for review, including the specific reasons therefor, with sufficient detail to allow review of the decision, must be received by DCTV within fourteen (14) days of the date of the DCTV written decision regarding the suspension.

If the Board of Directors determines that the request for review or rehearing has sufficient detail and grounds for appeal, DCTV will notify the Access User and other participants in the proceeding in writing at least fourteen (14) days before the Board of Directors further reviews the matter. The Access User and/or participants in the matter may, at their option, submit written materials to the Board or make a written request to

be heard on the matter, at least seven (7) days before the Board of Director's further review. The determination as to whether or not to hear from the Access User in person shall be made by the Chairman of the Board of Directors or her/his designee. The Board has the right, through the Chairman of the Board of Directors or her/his designee or by the Board itself to request the Access User appear before the Board to respond to questions regarding the appeal. The Board of Directors may elect to affirm the prior decision, including the remedies and/or penalties imposed, reconsider and rescind or revise the decision, remedies and/or penalties imposed, or otherwise modify the prior decision. The Board of Directors will issue a written decision in the matter including a statement of reasons for its action.

Complaints - Procedure

1. Complaint Initiation: Complaints may originate from Access Users or the public. Access Users are encouraged to resolve difficulties at the staff level. However, any person may file a written complaint by submission of a **DCTV** Complaint Form. The complaint should contain sufficient information to enable **DCTV** to evaluate the complaint and respond appropriately. The complaint should indicate whether **DCTV** is authorized to disclose the complainant's name to the person(s) named in the complaint ("Respondent(s)"), and if not, shall provide the reason(s) not to do so.

2. Response to Complaints:

- a. Acknowledgment of Complaint

Within ten (10) days of receipt of a DCTV Complaint Form, the Director of Media or the Director's designee will send the complainant an acknowledgment of receipt of the complaint and request any additional information needed to process the complaint.

3. Reasonable Notice to the Respondent

Within ten (10) days of receipt of a written complaint, the Director of Media or the Director's designee will send a Notice of Complaint to the Respondent, if any.

4. Notice of No Action

The Director of Media may decide that a Complaint does not warrant action. **DCTV** may use preliminary procedures that it deems sufficient to determine how and whether to proceed with the Complaint.

If no action will be taken on a complaint a Notice of No Action will be prepared by the Director of Media or the Director's designee which will state the reason for not taking action. The Complainant and the Respondent will be sent a copy of the Notice of No Action and no further action will be taken on the Complaint. A copy of documents pertaining to the Complaint will be retained by **DCTV**. A Complainant may, within fourteen (14) days of receipt of the notice, request the Director of Media to reconsider

the decision. A Complainant may file a new Complaint alleging different or additional violation(s) which shall be treated as a new Complaint.

5. Proceedings

If further action on a Complaint is to be taken, **DCTV** shall notify the Complainant, and the Respondent, if any, of the procedures to be followed. If hearing from the Complainant or another party is deemed necessary, warranted or advisable by the Director of Media, the Director of Media or the Director's designee shall hear the matter or issue. The hearing will provide a reasonable opportunity to submit relevant materials and documents and opportunity to be heard. **DCTV** shall use its best efforts to issue a decision in writing within a reasonable period after conclusion of the hearing. It shall include a statement of the reasons for the decision, and, if the complaint is sustained, prescribe a remedy and/or sanction, or other appropriate relief that is consistent with these Rules and Operating Procedures. **DCTV** will notify the Complainant and the Respondent of the decision.

6. Appeals

A Complainant who is dissatisfied with the response to a Complaint, may request in writing a review by the Board of Directors. The request for review, including the specific reasons therefor, with sufficient detail to allow review of the decision, must be received by **DCTV** within fourteen (14) days of the date of **DCTV's** written response.

If the Board of Directors determines that the request for review has sufficient detail and grounds for appeal, **DCTV** will notify the Complainant and other participants in the proceeding in writing at least fourteen (14) days before the Board of Directors further review. The Complainant and/or participants in the matter may, at their option, submit written materials to the Board or make a written request to be heard on the matter, at least seven (7) days before the Board of Director's further review. The determination as to whether or not to hear from the complainant or such other participants in person shall be made by the Chairman of the Board of Directors or his/her designee. The Board has the right, through the Chairman of the Board of Directors or her/his designee or by the Board itself to request the complainant appear before the Board to respond to questions regarding the appeal. The Board of Directors may elect to affirm the prior decision, reconsider and rescind or revise the decision, or otherwise modify the prior decision. The Board of Directors will issue a written decision in the matter including a statement of reasons for its action.

7. Additional Procedures.

The Director of Media may, in the Director's reasonable judgment, vary, modify and/or waive particular procedures enumerated herein, or prescribe additional procedures, as

may be reasonable to accomplish the purpose of securing a fair and adequate resolution of the subject of the Complaint.

ROLE OF THE DCTV STAFF

DCTV will provide limited video production services or technical assistance to or for Access Users who have completed their training classes. **DCTV's** role in public access is currently limited to production assistance and playback of access programming submitted by Access Users in accordance with these Rules, Policies and Operating Procedures.

DCTV is not a videotaping service. This policy does not preclude **DCTV** from producing programming of community importance on its own.

PUBLIC ACCESS TRAINING

All eligible persons interested in becoming Access Users will be required to complete these training courses before they are allowed use of the studio, editing suites or to sign out equipment.

DCTV will offer a series of Training Courses in as follows:

1. Orientation – an initial orientation class will be offered. Orientation dates and times will be posted on DCTV's community message board and social media outlets in an effort to fill the class. (8 people maximum)
2. Studio Production – Studio Production training will consist of familiarizing participants with the studio set, cameras, audio board, lighting, digital switcher, microphones, and recording techniques needed to produce an in-studio program. In the final training class, participants will take part in the filming a sample show, with participants of the training class filling the roles of producer, director, audio assistant, floor manager and talent on set.
3. Field Production –Participants will learn to use the cameras, tripods, microphones and other equipment eligible to sign out for use outside of the DCTV facility. Participants will record short videos, based on techniques they learned.

4. Post Production Editing – Participants will capture their footage to the edit systems, and learn basic post-production editing.

SUBMISSION OF PUBLIC ACCESS PROGRAMMING

All Access Users are responsible for providing a DVD copy or a MPEG2 file of a show or completed project to be cablecast, or announcement for the public access channel, consistent with these Rules and Operating Procedures.

IMPORTED PROGRAMMING

1. Non-resident individuals and organizations may have programs aired on DCTV only: (i) if they have an Access User to serve as a sponsor; and (ii) with a determination of available cablecasting from the Director of Media. For more information on import programming, consult any **DCTV** staff member.
2. Programs produced by Access Users receive priority in the formulation of the program schedule, subject to consideration and application by **DCTV** of other relevant factors. **DCTV** reserves the right to limit the amount of imported programming at its discretion.

PROGRAM CONTENT RULES

1. **DCTV** encourages a range of entertainment and informational programming. The goal is to provide a diversified programming schedule to meet the viewing needs of Dartmouth cable subscribers.
2. Presentation of the following material on **DCTV** is **PROHIBITED**:
 - a. Any material which is libelous or slanderous
 - b. Any material that is obscene or incites violence
 - c. Any material that is commercial in nature

- d. Any material which is intended to defraud the viewer, or is designed to obtain money by false or fraudulent pretenses
 - e. Any material which provides any advertising of (or information concerning) any lottery, gift enterprise, or similar game or enterprise offering prizes dependent, in whole or in part, upon lot or chance; or any list of prizes drawn or awarded by means of such a lottery, gift enterprise, or scheme, whether said list contains any part or all of such prizes
 - f. Any unauthorized use of copyrighted material or publicity rights, and invasion of property
 - g. Any material in violation of FCC regulations or which violates local, state, or federal law.
 - h. Programming that falls below minimum technical standards for cablecasting.
3. Any programming from an organization **must** be authorized by that organization.
 4. Safe Harbor: Unlike obscene material, potentially objectionable material may be shown on DCTV's channels, but DCTV's staff will schedule this material between the hours of 11pm and 5am. It is the responsibility of the program provider who signs the Cablecast Agreement to indicate on that Agreement whether or not a program includes potentially objectionable material which may include, but is not limited to:
 - strong coarse language, suggestive dialogue, or coarse indecent language
 - graphic or prevalence of violence or degradation
 - most forms of nudity
 - graphic depiction of the human body

DCTV reserves the right to deny cablecasting a program if these rules are violated.

POLITICAL PROGRAMMING

DCTV supports the airing of programs from individuals running for public office and spokespersons from political parties or ballot/warrant issues. Since FCC regulations concerning equal time do not apply to public access programming, **DCTV** places no restrictions on the use of the Public Access channel and facility by political candidates or spokespersons from political parties or ballot/warrant issues, other than those applying to normal and equitable use of the Public Access channel and scheduling as outlined in these rules and regulation. In that vein,

1. Regarding political programs, the following material is **ENCOURAGED**:

- Political presentations which are informative in nature, such that they state who candidate or ballot/warrant issue is and what it represents in terms of specific ideas, issues, and policies.
 - Candidate and ballot/warrant issue forums and debates.
 - Presentations which describe a person's or organization's point of view on a given issue.
 - Disclosure as to the sponsor of the political program.
2. Regarding political programs, the following material is **PROHIBITED**:
 - Consistent with the limitation on advertising for other types of public access programming, advertising by, or on behalf of, candidates for public office, political parties or ballot issues; or advertising promoting (or opposing) candidates or ballot issues by supporting groups or lobbying organizations is prohibited.
 3. All election programming will be aired on **DCTV** up to twenty-four (24) hours before the opening of the polls in Dartmouth. For example, if polls open on Tuesday at 8:00 a.m., election programming will cease effective Monday at 8:00 a.m.
 4. The scheduling of political programming falls under the same guidelines as other Public Access programs as outlined in these rules and regulations and as otherwise applicable.
 5. For more information regarding political programs, seek out the Director of Media or her/his designee(s).

CHANNEL TIME REQUESTS/CABLECASTING PROCEDURE

1. All requests for channel time will be processed by **DCTV** staff. A **Cablecast Request Form** must be completed to schedule a cablecast. **No program will be aired without this completed form.**
2. Each new program will be cable casted for the first two weeks at least **ONCE A PER WEEK**

Priority in the formulation of the cablecast schedule will be determined based on the following criteria:

- a. The anticipated audience of the program.
 - b. Town of Dartmouth residents or organizations that produce programs.
 - c. Programs not produced by Dartmouth residents or organizations but sponsored by a Dartmouth resident.
3. All eligible users may produce individual programs or a series. A series is a number of programs focusing on a central theme. A weekly series is updated each week; bi-weekly series are updated every two weeks; monthly series are updated every four weeks. Commitment to a series means the delivery of a **new program** when it is due. When a new program is not available, old programs may be re-run on a limited basis not to exceed five (5) times a year for a weekly series; three (3) times a year for a bi-weekly series; once (1) a year for a monthly series.

Individual programs will be aired for four weeks.

4. All series (weekly, bi-weekly, or monthly) will be allocated regular time slots. Failure of a user to submit new programming or to have a program ready for its scheduled cablecast may result in the time slot being allocated to other users.
5. All programs must be in the possession of **DCTV** at least **72 HOURS, 3 business days**, before the scheduled cablecast date/ Programs delivered the same day as its broadcast **WILL NOT** be aired.
6. **ALL DECISIONS ON CABLECAST TIME ARE SET BY DCTV AND ARE FINAL. DCTV** reserves the right to change cablecast times for any reason and will notify producers of such a change. **DCTV** also has the right to deny cablecasting of a program if it does not meet all the criteria in these rules and regulations.

CABLECAST STANDARDS

1. It is the responsibility of the access producer to submit their program ready for air on a DVD or MPEG2 digital file.
2. All DVDs and digital files must be labeled properly. Labels should be legible and be located on the front/top of the DVD. Clearly labeled DVDs must contain the following information:
 - Pre-Roll time before program begins.
 - Title of program
 - Exact length of program (i.e. 55 minutes, 23 seconds)
 - The scheduled start and end date of the program (if applicable)
3. **DCTV** shall air programs in 30 minutes or 1 hour time slots to insure the most flexibility in the schedule. Approval will be needed by Director of Media for programs longer than 1 hour.

Program lengths should actually be shorter than the program, including credits to ensure the show is aired to completion. Since we use an automated playback system, programs which run long may be cut off.

4. **DCTV** staff has the right to refuse to cablecast any program if any of these standards are not met.

INSURANCE AND IDEMNIFICATION OF ACCESS STAFF

1. All programs are the sole property and copyright of the producer.

As part of the **Cablecast Request Form**, each producer must agree that they are solely responsible for program content and understand that they own the copyright, if any, to the program and will be solely responsible for its content. They agree to indemnify and hold harmless **Dartmouth Community Television/Town of Dartmouth**, (including its officials, employees and agents), the Town of Dartmouth, and Comcast from any and all claims, demands, damages, or other liabilities which may be made against any of said indemnities or arise as a result of cablecasting the program submitted by me whether or not the program has been reviewed by **Dartmouth Community Television** prior to cablecast.

2. **DCTV** reserves the right to add appropriate disclaimers before and after each program for any material which may be sensitive to some viewers.

PROGRAM, UNDERWRITING, AND GRANTS

Underwriting for programs must be for goods, services, in-kind contributions and/or donations that aid in developing and improving programs. Credit for underwriting should be noted at the beginning and end of all programs as follows, "This program was made possible through a grant by..." or, "Goods and services in this program were contributed by..." **DCTV** credit must still be included. Staff must be informed, in advance, of any such underwriting credits and consulted about the proper form of underwriting credit. **DCTV** reserves the right to suspend any membership indefinitely if a member or organization uses additional funding improperly. At no time can an individual or organization receive payments for any type of involvement in the production of a program. Any contracts of grant proposals between access producers and underwriters must be approved by the Director of Media, prior to submission.

COMMUNITY BULLETIN BOARD

DCTV operates a community bulletin board to broadcast announcements of interest to the Town of Dartmouth. No commercial announcements, advertising, direct appeals for funds, or personal messages will be accepted. However, fundraising events may be announced. Messages announcing fundraisers should not contain ticket or admission prices. A "call for more info" phone number is permitted.

Messages for the bulletin board should be received two weeks in advance of any event. Messages announcing an event will run until the day of the event. Messages announcing ongoing services or activities will show for two months from the time the message was submitted.

DCTV reserves the right to schedule announcements at its discretion. **DCTV** reserves the right to reject or edit any message.

A **Bulletin Board Announcement** can be requested on DartmouthTV.com

COPYING POLICY

Since public access producers own the rights to their programs, all requests for program copies will be made to the individual producer. **DCTV** will not make copies of the producer's shows.

Eligible users who want to make copies can utilize our dubbing equipment. Such equipment must be reserved. The dubbing equipment can only be used to make copies of Public Access programs. It cannot be used for any other purpose.

The cost of each DVD copy is \$5.00 which includes a case and printed label. The cost of each Blu-Ray is \$7.00.

GRIEVANCES

Any grievances should be given in writing to the Director of Media. If the user is not satisfied with the Director of Media's decision they may file an appeal with the DCTV Board of Directors within 7 days of the date of the Directors' decision.

The DCTV Board of Director will meet within 30 days of any filed appeals to resolve any grievances.

AMENDMENTS

DCTV has the right to amend these rules and policies at any time.

Acknowledgment of Receiving Rules and Operating Procedures

By signing below, I do hereby acknowledge having received the DCTV rules and operating procedures and state that;

1. I understand the policies as written;
2. I do agree to abide by the policies and understand that failure to do so may result in suspension, revocation of all privileges, or expulsion from Dartmouth Community Television
3. I sign this document of my own free will

Printed Name

Organization (if applicable)

Signed

Date

If under 18, a parent or guardian signature is required

Printed Name

Date

Signed

DCTV acknowledgment of receipt

Printed Name

Date

Signed

- Organizations taking responsibility for individual users must have a letter on file at DCTV stating their intent and authorization for said user