

HUDSON CABLE TV

CONTACT INFORMATION

Hudson Cable TV
c/o City of Hudson
27 East Main Street
Hudson, Ohio 44236

HCTV STUDIO LOCATION
Room A 202
Hudson High School
2500 Hudson – Aurora Road
Hudson, Ohio 44236

Main E-mail: hctv@hudson.oh.us
Main Phone: 330 653 2500
Main Fax: 330 653 1489

Station Manager:
Kerry W. Paluscsak
kpaluscsak@hudson.oh.us

Access Program Coordinator
Barbara VanBlarcum
bvanblarcum@hudson.oh.us

HUDSON CABLE TV

RULES FOR PUBLIC ACCESS PROGRAMMING

1. Introduction and Purpose

Hudson Cable Television is a division of the government of the City of Hudson, working in partnership with the Hudson City Schools. As such, HCTV operations are carried out and administered by City staff personnel under the authority of the Charter and Ordinances of the City of Hudson, with a citizen advisory committee appointed by City Council. HCTV produces programming on matters of general public interest and community news and trains members of the community in the use of cable TV production equipment. HCTV also accepts educational programming produced by or through the schools in Hudson and accepts public access programming for Cablecasting.

These rules (herein "Rules") have been adopted by the Council of the City of Hudson to govern access to and use by the public of the facilities, equipment and services provided and maintained by the City of Hudson and Hudson City Schools through Hudson Cable Television.

2. Definitions of Terms Used in These Rules

a. "Access Programming" or "Access Program" - Video and audio material provided to HCTV by Access Users for Cablecasting.

b. "Access User" or "User" - Any person, group, organization or other entity which makes proper application for and produces or contributes to the production of Access Programming Cablecast on the HCTV channel(s) provided by the City's local cable television provider.

c. "Applicant" - Any person, group, organization or other entity that has applied for access to HCTV equipment or facilities or for submission of Access Programming via HCTV.

d. "Cablecasting" - The presentation of programming over the City's local cable television provider's system.

e. "City" - The City of Hudson, Ohio.

f. "HCTV" or "Hudson Cable Television" - The cable television station operated by the City of Hudson, in accordance with the City Charter and Ordinances, that affords Access Programming under these Rules.

g. "HCTV Service Area" - The corporate limits of the City of Hudson.

h. "Obscene Material" - Any material in a program and/or presentation which would subject the producer, supplier thereof and/or the City of Hudson to prosecution or penalty under local, state or federal law for the production or presentation of obscene material.

i. "Non-resident Access User" - An Access User from outside of the HCTV service area, who is otherwise not a Resident Access User.

j. "Resident Access User" - An Access User who resides in or owns a business in Hudson or who is a representative of a group or organization which operates within or services the HCTV service area.

3. General Operating Rules Governing HCTV Public Access Programming

a. Any Resident Access User is eligible to submit programming for Cablecasting on HCTV and to use HCTV equipment and facilities (provided that they are qualified as outlined in Section 9 of these Rules), to produce Access Programming and submit such programming for Cablecasting via HCTV.

b. In the event that a Non-resident Access User makes application to produce or submit programming on HCTV or to use HCTV facilities or equipment, the program must also be sponsored by a Resident Access User.

c. HCTV facilities and equipment may not be used for the presentation or production of advertising material designed to promote the sale of products or services or for the dissemination of any information directly or indirectly involving

lotteries as defined in Section 76.213 of the Rules of the Federal Communications Commission. Notwithstanding the above, announcements concerning the availability of tapes or transcripts of a program are permitted so long as the price of the tapes or transcripts offered is calculated to cover only the marginal costs for the sale and dissemination of the tapes or transcripts. In addition, credits announcing the source of funding or support (if any) for the production of Access Programming are permitted (See Section 6 entitled "Sponsorship of Access Programming on HCTV" for specific rules).

d. No program, production or presentation shall be Cablecast or permitted to be Cablecast via HCTV if it contains Obscene Material.

e. Access Users are subject to federal, state and local laws regarding libel, slander, obscenity, incitement, invasions of privacy or other similar laws. HCTV facilities may not be used to present material that violates federal, state or local law.

f. Generally, HCTV will not exercise editorial control over the content of any Access User's program and will Cablecast any program which is technically sound. If HCTV becomes aware that a program submitted contains material proscribed pursuant to federal, state or local law, rules or regulations or pursuant to any part of these Rules, HCTV shall notify the applicable Access User, who may edit such program or withdraw it. HCTV shall not edit any program without the prior authorization of the Access User. HCTV may, however, decline to Cablecast any access programming it reasonably believes to contain Obscene Material or otherwise illegal content.

g. HCTV shall determine an Applicant's eligibility to use HCTV facilities.

h. All taped material must meet HCTV's technical specifications (available from the HCTV Station Manager) and must be technically sound, including clear audio and video and a solid control track from the beginning to the end of the program.

i. Upon submission of completed Access Programming work product, an Access User must submit a video tape of the Access Program. If the Access Program in question is to be a live program, the Access User must submit a script or outline of the program at the same time that he or she would otherwise be

required to submit a video tape under these Rules. Upon submission of a video tape or script, the Access User must also furnish proof that he or she has secured the appropriate rights and clearances for the use of any copyrighted material in the programming material. Access Users can refer to the Groton Connecticut Public Schools website <http://groton.k12.ct.us/mts/pt2a.htm> among other websites and publications for guidance on use of copyrighted material.

j. Access Programming submitted for Cablecasting on HCTV must be at least 15 minutes but not more than 120 minutes in length.

k. All public access programs Cablecast via HCTV must have a leader of at least ten (10) seconds but not more than 70 seconds in length to precede the program content. The leader may be black or may include a slate which identifies the program title and producer and/or a countdown. Not less than ten (10) seconds of black shall follow the end of content for each program.

4. Scheduling of Access Programming

a. Individual Access Programs. Upon submission of Access Programming, the Access User who is the producer of that programming (or in the event the producer is a group, the elected or appointed head of that group or that person's designee) may request that the programming be aired in up to five (5) non-consecutive time slots during the programming week for which the Access Programming is submitted. Such requests will be honored on a first come, first served basis, and conflicts between individual requests will be resolved on the basis of which producer first submitted both a tape (or final script in the case of live programming) and on air time request. Air time requests will not be honored without an accompanying video tape or live program final script. In addition, Resident Access Users will have priority over Non-resident Access Users as concerns conflicting requests for air time. HCTV, in its sole discretion, may choose to air Access Programs more often during the course of a programming week than the specific time slots requested by the Access Program's producer.

b. If Access Programming is accepted by HCTV, HCTV will Cablecast that program at least once.

c. **Series Programming.** HCTV will set aside a reasonable portion of air time for weekly, biweekly or monthly series programs throughout the year. Access Users who are series producers must provide a new installment of their series programming at an agreed upon interval (weekly, biweekly, monthly or quarterly). The interval will be agreed upon and established upon submission by the series producer of the first installment of the series.

d. Series producers may request a specific recurring time slot for their Access Programming and HCTV will assign designated series program time slots on a first come, first served basis. Series producers may request only one (1) time slot per week. Conflicts will be resolved in the same manner as established in paragraph (a) of this Section 4 for Individual Access Programs. Time slots will remain in effect for one (1) year or until the Access User producer fails to produce a series installment for the agreed upon interval, whichever comes first. If a series producer knows in advance that he or she will miss an installment, the series time slot will be preserved if the producer has notified the HCTV station manager of this situation at least ten (10) days in advance of the date on which a series installment would normally be due. In December of each year, active producers of series programming will be given the opportunity to request a new time slot for their respective programs. In the event that one or more producers want to change time slots and they are all requesting the same slot, HCTV will conduct a lottery to determine which producer gets the requested time slot. During the course of the year, Access Programming series producers may request to change time slots or make arrangements with another series producer to switch time slots. HCTV will make reasonable efforts to honor such requests provided that they are made at least 14 days in advance of the programming week during which the change is proposed to take effect and provided further that the proposed change does not conflict with programming that has already been scheduled.

e. All programs are subject to pre-emption for special events or other special programming.

f. HCTV reserves the right to schedule programming that may not be appropriate for younger viewers (short of Obscene Material) between the hours of 10:00 p.m. and 6:00 a.m.

- g. HCTV's program schedule is subject to change without notice.
- h. HCTV is not liable for any consequential damages if scheduled Access Programming does not air for any reason.

5. Live Access Programming

HCTV will offer qualified HCTV Access Users the opportunity to have a program aired "live" under the following conditions:

- a. The production facilities time must be scheduled subject to Section 9 of these Rules.
- b. The producer must demonstrate a special need for the program to be live, such as the necessity of being interactive with viewers at home.

6. Sponsorship of Access Programming on HCTV

a. HCTV Access Users may seek funding for their programs from private and/or public sources. Credit to program sponsors or other providers of financial support can, however, only be given at the beginning or end of an Access Program. Examples of appropriate sponsorship credits are:

- " Funding for this program was provided by XYZ Company."
- " Wardrobe for this program was provided by the ABC Dress Shop."
- " This program was made possible, in part, by a grant from the John Doe Foundation."

b. Programs that are taped on location at commercial businesses may mention the place of business under the following conditions, as applicable:

- 1. Three (3) times maximum (including the beginning or end sponsorship credit, if any) for a program in excess of 30 minutes in length.
- 2. Two (2) times maximum (including the beginning or end sponsorship credit, if any) in a program of 30 minutes or less.

7. Cameo Appearances

Any Resident Access User may, subject to the availability of the HCTV studio facilities and staff, make a brief appearance on HCTV. Called a Cameo, this appearance may last a maximum of 15 minutes. HCTV staff may produce one (1) 15 minute Cameo production per year for any Resident Access User. HCTV will make reasonable efforts to schedule Cameo appearances as the program schedule allows. All Cameo production activity that is conducted with the assistance of HCTV staff must take place within HCTV studio space. Access Users who request a Cameo will be accommodated at the earliest reasonable time.

8. Application for Production or Submission of Access Programming; Access User Agreements

a. All Access Users must submit an Access User Agreement, in the form of the Agreement attached to these Rules, for each Access Program, Cameo appearance or discrete series of Access Programming that they would like to produce or submit for Cablecasting via HCTV. If the production of a program or discrete series of programs involves more than one Access User, each person involved in the production of the program must sign and submit a separate Access User Agreement.

In the case of organizations, the principal officer of the organization must sign an Access User Agreement on behalf of that organization. The principal officer does not have to be the hands-on producer of the proposed program. The principal officer must, however, provide a list of people who are authorized by the organization to work as technical staff on the program and check out equipment or use HCTV facilities on behalf of the organization. The principal officer must also accept financial responsibility on behalf of the organization for any damage to HCTV equipment or facilities caused by members or agents of the organization.

b. Access User Agreements must be submitted at least 14 days in advance of the Monday of the week during which the Applicant is requesting that the Access Programming first air. HCTV posts its weekly Cablecast schedule for

a given programming week on the Wednesday prior to each programming week. Therefore, completed work product in connection with Access Programming must be submitted to HCTV not later than noon on the Tuesday of the week prior to the week during which the Applicant is requesting that a particular Access Program first air. If HCTV does not have the finished work product in hand by the appropriate Tuesday, the program in question will not be Cablecast until the following week.

c. An Applicant who is requesting the use of HCTV equipment or facilities for production of Access Programming must first demonstrate to regular HCTV staff that he or she is trained and otherwise qualified to use HCTV equipment and facilities in accordance with the requirements of Section 9 of these Rules and according to uniform criteria established by HCTV.

d. Applicants who choose to produce their own Access Programming and wish to use their own facilities and equipment must consult with HCTV staff at the time they submit an Access User Agreement to determine whether their program format is compatible with HCTV equipment. After submission of the Access Program, HCTV shall confirm whether such presentation is compatible with HCTV equipment and otherwise meets HCTV's technical specifications. Access Programming which does not meet HCTV's technical specifications will not be Cablecast.

e. Access User Agreements are neither assignable nor transferable.

f. No minor (child under 18 years of age) shall be permitted to be an Access User unless a responsible adult signs an Access User Agreement on behalf of the minor in the presence of a regular HCTV staff member. The responsible adult must also agree to accept legal and financial responsibility for any Access Programming produced by the minor and must obtain whatever permits may be required to authorize the appearance of the minor.

Minors may not apply for equipment or facility use, but minors may use HCTV equipment and facilities provided that the minor(s) meets the requirements of Section 9 of these Rules and is under the supervision of an Access User who is a responsible adult and

who has assumed legal and financial responsibility for the minor's use of HCTV equipment and facilities.

g. The Access User who signs an Access User Agreement with HCTV holds the copyright to any Access Programming produced in connection with that Agreement. As a result, HCTV will not release an Access User's video tape, recorded material, other work product or any portion thereof without the permission of the Access User. By submitting access programming for Cablecasting on HCTV, the Access User is authorizing HCTV to use the Access User's work product for Cablecasting on HCTV.

9. Use of HCTV Production Equipment and Studio Facilities

a. HCTV equipment and studio facilities are available to Access Users during HCTV regular business hours (9:00 am to 4:30 p.m. weekdays). Upon demonstration of an extraordinary or unique, specific need, facilities may be made available after normal business hours and on weekends, subject to availability of appropriate HCTV staff.

b. HCTV equipment and facilities may only be used for the production of Access Programming that is intended for Cablecasting via HCTV. No other use of HCTV facilities or equipment is permitted. A producer of Access Programming on HCTV is not, however, precluded from presenting that programming via other media, in addition to HCTV.

c. In order to use HCTV in-studio equipment or facilities, Access Users must schedule the requested facilities or equipment through HCTV staff. Because equipment may not be available for use on short notice, Access Users are encouraged to reserve equipment and facilities at least 14 days in advance of the desired date(s) of use. Subject to availability, the HCTV studio may be used for up to four (4) consecutive hours. Editing facilities may be used for up to five (5) consecutive hours. HCTV may waive these time frames subject to availability of equipment and/or facilities. In any event, equipment and facilities use will be scheduled on a first come, first served basis.

d. When using HCTV studio facilities and equipment, Access Users must themselves be qualified or must supply people who are qualified to operate HCTV equipment and to produce and direct Access Programming. Qualified equipment

users are people who have been trained on the use of HCTV equipment by HCTV staff or who have demonstrated to the HCTV Station Manager that they are otherwise trained in the use of HCTV equipment. HCTV staff will be available, during the time that Access Users have reserved studio time, to provide technical assistance in the HCTV studio. HCTV staff cannot provide such technical assistance to Access Users who sign out HCTV equipment for use outside of the HCTV studio.

e. Certain portable HCTV equipment may be signed out for use by qualified Access Users outside of the HCTV studio. Access Users who wish to sign out portable HCTV equipment must complete an Equipment Sign Out Form, in the form attached to these Rules. Assuming that the requestor is otherwise trained and qualified to use HCTV equipment, requests to sign out equipment will be honored as equipment is available and on a first come, first served basis.

f. Access Users who sign out HCTV equipment must be qualified in accordance with paragraph 5b of these Rules and must also agree to be financially responsible for any damage to or loss of such equipment. In the event equipment under an Access User's control is damaged or lost, the Access User must make payment in the full amount of repair or replacement within 30 days of the date of damage or loss, or alternatively, must make satisfactory arrangements for such repair or replacement as agreed to by HCTV.

g. HCTV equipment may not be used at locations or for purposes other than as stated in the Access User's Equipment Sign Out form. HCTV equipment may not be used to produce anything other than Access Programming.

h. HCTV requires any User under the age of 18 to have a parent, guardian or other responsible adult sign out equipment or facilities on behalf of the underage Access User.

i. Because HCTV studio facilities are located in Hudson High School, Access Users who use HCTV studio facilities must abide by the rules applicable to Hudson High School visitors while they are in the HCTV studio or otherwise on Hudson High School property. HCTV requires Access Users to be courteous and respectful with regard to other members of the public who are using HCTV facilities. Users are asked to provide at least 24 hours advance notice if they need to cancel reservations for studio or equipment time.

In cases where other Access Users are waiting for scheduled studio time, Access Users may have to stop and reschedule time to finish Access Programming project work, if their scheduled time has expired.

j. Production of programming of a commercial nature is not permitted with HCTV equipment or in HCTV facilities. HCTV facilities are also not available for extensive rehearsal or for video experimentation.

k. If, in the estimation of the HCTV Station Manager, or other responsible HCTV staff in the absence of the Station Manager, an Access User (or an Access User's guest(s)) becomes verbally abusive or is engaging in behavior that is threatening, dangerous or disruptive, the Access User (and his or her guest(s)) will be asked to leave the HCTV studio and may lose his or her Access Programming privileges.

l. Videotaped programs submitted to HCTV will be retained by HCTV for a period of up to 60 days. Materials which are not picked up within 60 days after use will be erased and retained by HCTV. HCTV is not responsible for any tapes lost or destroyed while in HCTV's possession.

m. HCTV makes no warranty as to the quality of any program or presentation produced using the equipment offered under these Rules.

10. Violations of HCTV Rules

Violation of these Rules by an Access User or a person for whom an Access User is responsible, including falsification of any information requested on any forms submitted in connection with Access Programming, may subject the User to a loss of privileges to use HCTV facilities or equipment, indefinitely.

11. Questions; Appeals; Points of Contact

In the event that a question or dispute arises regarding the application or interpretation of these Rules, such questions or disputes will be directed initially to the HCTV Station Manager. Matters that cannot be resolved by the HCTV Station Manager or that involve an appeal of a decision by the HCTV Station Manager, will be referred to the Deputy City Manager. Matters that cannot be resolved by the Deputy City Manager will be referred to the City Manager.

Approved by Hudson City Council by Ordinance No. 02-8, passed May 1, 2002.

HUDSON CABLE TV

ACCESS USER AGREEMENT PROGRAM DATA SHEET

Name of access user _____
(If this agreement is being signed on behalf of an organization, the principal officer of the organization must be listed as the Access User and must sign the agreement)

Name of responsible adult if user is under 18 _____

Name of organization (if applicable) _____

Names of organization members who will be working on this Access Program _____

Phone number of Access User or principal officer (for an organization) _____

Address _____

If User is not a Hudson resident or member of a Hudson organization, name of sponsoring Hudson Resident Access User _____

Access Program Information:

Type of Access Program (check all that apply): Public _____ Educational _____

One-Time Program _____ Series _____ Live Program _____

Justification for live program _____ { _____

If a series program, interval of programming:

Weekly _____ Bi-weekly _____ Monthly _____ Other _____

Program title _____

Description of Program _____

Producer _____

Director _____

Length (in minutes) _____

Desired week/Date of Cablecast _____

Desired time(s) of Cablecast (up to five (5) non-consecutive in any week). Requests for time slots will not be honored unless accompanied by finished product. _____

Format: Standard VHS _____ Super VHS _____ DVD _____

HUDSON CABLE TV

Agreement

I have read and understand and agree to abide by the HUDSON CABLE TELEVISION RULES FOR PUBLIC ACCESS PROGRAMMING (the "Rules").

If I am submitting or plan to submit Access Programming material for Cablecasting via HCTV, I warrant and represent that this material does not or will not (if material has not yet been submitted) contain any Obscene Material, any advertising material designed to promote the sale of products or services (including advertising by or on behalf of candidates for public office) or involve the dissemination of any information, directly or indirectly involving lotteries as defined in Section 76.213 of the Rules of the Federal Communications Commission.

If my Access Program includes any material that is copyrighted or subject to ownership or royalty rights, I have provided HCTV, prior to the Cablecast of my program, with copies of the releases, licenses or other permission that authorizes me to use this material. I understand that my program will not be Cablecast unless I provide such documentation.

I accept full responsibility for the content of Access Programming materials submitted for Cablecasting on HCTV. I hereby agree to indemnify and hold harmless HCTV, the City of Hudson and its employees, officials and agents from any and all liability or legal fees and expenses incurred as a result of Cable- casting this program.

I shall not use HCTV equipment or facilities for any financial gain or other commercial purposes (except as otherwise provided in the Rules). I understand that programming produced with HCTV equipment or facilities must be Cablecast on no other broadcast or cable outlet than on HCTV. Further, I agree to release HCTV, the City of Hudson, its employees, officials or agents from responsibility if my program is damaged, lost or stolen while in HCTV custody.

I understand that by submitting Access Programming material to HCTV, I am authorizing HCTV to Cablecast that Access Programming at least once, or more often if I have requested multiple airings or if HCTV determines to Cablecast the programming more often in order to fill the HCTV program schedule.

I understand that HCTV's program schedule is subject to change without notice. In addition, I understand and agree that HCTV is not liable for any consequential damages if scheduled Access Programming does not air for any reason.

Signature of Access User Date _____

Access Users **PRINTED NAME**

Signature of responsible adult (if Access User is under 18) Date _____

Responsible adults **PRINTED NAME** (if Access User is under 18)

Accepted by: _____ Date _____
(HCTV STAFF)

Hudson Cable TV, City of Hudson 27 East Main St., Hudson, Ohio 44236