

**RULES AND REGULATIONS FOR UPPER ST. CLAIR'S
PUBLIC ACCESS CABLE TELEVISION CHANNEL**

August 1, 2017

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I. Introduction

The Upper St. Clair Public Access Cable Television Channel (hereinafter referred to as "P.A.C.T.") is a volunteer operated public access television station located in the Township Municipal Building. P.A.C.T. provides a forum for residents and local community organizations to produce and present television programs that communicate their views on a wide variety of public policy issues, to engage in artistic or cultural expression, and to contribute to the marketplace of ideas. P.A.C.T also televises a video newspaper which displays in bulletin form, information and meeting announcements for a variety of Township activities, community groups, and local churches. P.A.C.T. is designated for non-discriminatory use by the public on a first-come, first-serve basis. It is dedicated to providing equal access to all Upper St. Clair residents regardless of race, age, gender, political persuasion, religion or economic status.

II. Video Programming

A. Eligibility to Become A Community Producer

To be eligible to become a community producer, a person must satisfy the following requirements:

1. Be a resident of Upper St. Clair or represent an organization based in Upper St. Clair. Proof of residency must be provided.
2. Be at least eighteen (18) years of age, or if under eighteen (18) years of age, be directly supervised by a parent or guardian, who shall assume all legal responsibilities for the minor. Any community producer under eighteen must have a signed **Parental Consent Form** on file with the Township. (*see Exhibit A*)
3. Comply with the "Rules and Regulations for the Upper St. Clair Public Access Cable Television" channel and have a signed **Community Producer Acknowledgement and Indemnification Form** on file with the Township indemnifying the Township, agreeing to the Rules and Regulations, and accepting responsibility for the content and/or overall production of the submitted material. (*see Exhibit B*)

B. Equipment and Facilities Rental

In order to utilize P.A.C.T.'s equipment and/or facilities, a community producer must comply with the following:

1. Satisfy the requirements set forth in Section I(A) above.

2. Be a community producer who demonstrates, to the satisfaction of the P.A.C.T. staff, a sufficient level of proficiency in using such equipment and/or facilities. At the request of P.A.C.T. staff, a community producer may be required to undergo training, provided free of cost, prior to utilizing P.A.C.T.'s equipment or facilities.
3. Have on file with P.A.C.T. a **Community Producer Qualification Form** (see *Exhibit C*).
4. Submit a **Request to Use Equipment and/or Facilities Form** (see *Exhibit D*)
 - a. If P.A.C.T. staff support **IS NOT** required, a **Request to Use Equipment and/or Facilities Form** (see *Exhibit D*) must be submitted at least 24 hours, but no more than 5 weeks, in advance of the intended use.
 - b. If P.A.C.T. staff support **IS** required, a **Request to Use Equipment and/or Facilities Form** (see *Exhibit D*) must be submitted at least 2 weeks in advance of the intended use.
 - c. P.A.C.T. staff is only responsible for providing support to the volunteers. P.A.C.T. staff is **NOT** solely responsible for the production.
 - d. P.A.C.T.'s production equipment and/or facilities may be reserved for up to 24 hours during weekdays and up to 48 hours during weekends.
 - e. Reserved production equipment must be picked up and returned during regular office hours, or by prior scheduled appointment. If a scheduled appointment is not met within 15 minutes, and no notice has otherwise been provided by the community producer, such reservation may be forfeited at the discretion of P.A.C.T.
 - f. If a cancellation of a reservation of production equipment and/or facilities is not received by P.A.C.T. at least 24 hours in advance of such reservation, P.A.C.T. may revoke the community producer's qualifications to use such equipment and/or facilities.
5. P.A.C.T.'s production equipment shall be used solely within the Township's boundaries. Should a community producer desire to use such equipment outside of the Township, he/she must request special consideration of P.A.C.T., which will be considered on a case-by-case basis.

6. P.A.C.T. reserves the right to refuse the use of its production equipment and/or facilities to any community producer who appears to be under the influence of drugs or alcohol, who is disruptive, who is or has violated any of the herein Rules and Regulations, of for any other legally valid reason substantiated by P.A.C.T.
7. Community producers shall be responsible for the cost of any repair or replacement of such equipment or facilities resulting from damage, misuse, or theft which occurs while in the user's possession or control, excluding normal wear and tear. It shall be the responsibility of the community producer to notify P.A.C.T. within 24 hours of any damages to borrowed equipment and/or facilities.
8. P.A.C.T.'s production equipment and/or facilities shall be used to produce programming to appear on P.A.C.T.
9. P.A.C.T.'s production equipment may be loaned directly to Bethel Park's, Peters Township's, or other neighboring public access channels, upon request and at the sole discretion of P.A.C.T. Such production equipment will be loaned directly to the public access channels and not to the community producers in these neighboring municipalities.
10. If P.A.C.T. staff is providing support to the volunteers, the following requirements must be met:
 - a. P.A.C.T. staff must be provided with an opportunity to conduct a site survey of the venue.
 - b. Reasonable security measures must be maintained.
 - c. If P.A.C.T. staff is providing support to the volunteers, costs incurred due to logistical support will be the producer(s) responsibility.

C. Program Submission Procedures

The following submission procedures shall apply to video programming on P.A.C.T.:

1. All video programming must be supplied in a format acceptable to P.A.C.T. (see *Exhibit E, Videocassette Standards*). P.A.C.T. reserves the right in its sole discretion to reject any program that is not capable of playback on its system.

2. Video programs may be submitted in person or by mail to Upper St. Clair Municipal Building, Public Access Cable Television, 1820 McLaughlin Run Road, Upper St. Clair, PA 15241.
3. All video programs submitted must include a brief summary of the content and length of the programming.
4. All video programming must have a title and clearly indicate the name and contact information of the community producer.
5. All programming produced with P.A.C.T.'s equipment and/or facilities shall be owned by P.A.C.T. A community producer at his/her own expense may acquire a duplicate copy of the programming.
6. Video programming will be maintained in P.A.C.T.'s offices pursuant to its Tape Retention Policy (*see Exhibit F, **Tape Retention Policy***). Following these retention periods, a community producer may retrieve his/her programming in person at P.A.C.T.'s offices only if he/she provides a replacement tape at the time the programming is retrieved.

D. Content

Community Producers must comply with the following rules.

1. Community producers are legally responsible for all submitted materials. As such, community producers shall obtain all authorizations, approvals and licenses for the use of content including, but not limited to, approvals by broadcasting stations, networks, underwriters, music licensing organizations, copyright owners, performers' representatives, all persons appearing in or referred to in the program material and other approvals that may be necessary to legally transmit the program. All authorizations, approvals and/or licenses described above must be available upon request.
2. Submitted video programming and/or bulletins shall not contain the following:
 - a. Obscene material;
 - b. Lottery or lottery programming information;
 - c. Promotion of specific products or services presented for the purpose of soliciting money or other items of value;
 - d. Defamation or invasion of privacy;

- e. Unlawful use of trademark or copyright law; or
 - f. Material that violates local, state, or federal law.
3. Should a community producer intend to videotape a governmental meeting to submit to P.A.C.T., he/she must receive written authorization from that governmental body, at least seven (7) days in advance of the videotaping, in order for it to be considered for cablecast. Further, at the time of submission, the community producer shall submit a written letter indicating that the videotape is a fair and complete representation of the governmental meeting. If these written authorizations are not provided, P.A.C.T. reserves the right not to cablecast the program.

E. Scheduling

The following rules and regulations relate to scheduling of video programming.

- 1. The scheduling of programming shall be the sole responsibility of P.A.C.T.
- 2. P.A.C.T. shall exercise reasonable and practical time, place, and manner limitations with respect to scheduling.
- 3. No scheduling of programming will occur until the video programming has actually been received by P.A.C.T.
- 4. Programming is typically scheduled approximately fourteen (14) days in advance; however, P.A.C.T. may schedule a program earlier or later than this timeframe based on current demands and scheduling availability.
- 5. Requests for changes in program scheduling shall be made in writing by the community producer of the program. No other person shall have standing to make such a request. It is within P.A.C.T.'s sole discretion, based on current demand and scheduling availability, whether to comply with such a request.
- 6. Programming that contains indecency, profanity, and/or extreme violence or degradation is considered "potentially objectionable" and will be cablecast during the safe harbor hours between 11 PM and 6 AM.

F. Damage and Indemnification

- 1. Community producers must agree in writing to indemnify and hold harmless Upper St. Clair Township, its elected and appointed officials, officers, agents and employees, and their successors and assigns, from any

and all liability, loss, injury, cost, or expense, including reasonable attorneys' fees and costs, arising from or in connection with claims for failure to comply with applicable federal, state, or local laws or regulations that result from any program, the production of any program, or the use of any equipment or facilities owned or managed by Upper St. Clair Township,. Such claims include, but are not limited to, claims for libel, slander, invasion of privacy or the infringement of common law or statutory copyright; claims for unauthorized use of trademark, trade name, or service mark; claims for breach of contractual or other obligations owing to third parties; claims for obscenity; claims for personal injury or property damage; and claims for any other injury or damage in law or equity. (See *Exhibit B, Community Producer Acknowledgement and Indemnification Form*).

2. Community producers must agree in writing to hold Upper St. Clair Township harmless for erasure of video programs and loss of material resulting from playback or recording on Township equipment.

III. Video Bulletin

A. Bulletin Submission Procedures

1. Bulletins must be submitted by a person who satisfies the requirements set forth in Section I(A) above.
2. Bulletins shall be submitted in writing, in a format of no more than eight (8) lines and thirty (30) spaces per line. Words may not run from one line to the next. Spaces shall include letters, numerals, blank spaces, and punctuation marks.
3. Preprinted forms for bulletin formatting are available at the P.A.C.T. office during regular business hours. To have this form sent, a person must mail a S.A.S.E. to P.A.C.T.'s office. These forms will not be faxed.
4. Bulletins shall be submitted:
 - a. By mail to: Public Access Cable Television, 1820 McLaughlin Run Road, Upper St. Clair, PA 15241
 - b. Dropped off in person at the P.A.C.T. office.

- c. Dropped off in person at the Community Recreation Center at the control desk.
 - d. By email: usccable@twpusc.org.
5. Requests to run a bulletin announcing a one-time event shall be submitted between at least seven (7) and no more than thirty (30) days prior to the event.

B. Bulletin Content

- 1. Bulletins shall announce events, meetings, or educational instruction for not-for profit and/or public service organizations.
- 2. Bulletins announcing events held in neighboring communities may be cablecast, if P.A.C.T. deems them to be of interest to residents of Upper St. Clair.
- 3. Bulletins of an instructional nature that use a paid professional instructor may be run if P.A.C.T. deems it to be of interest to the community.
- 4. The following content will not be accepted in bulletins:
 - a. Obscene material;
 - b. Lottery or lottery programming information;
 - c. Promotion of specific products or services presented for the purpose of soliciting money or other items of value;
 - d. Defamation or invasion of privacy;
 - e. Unlawful use of trademark or copyright law; and
 - f. Material that violates local, state, or federal law.

C. Scheduling

- 1. The scheduling of bulletins shall be subject to reasonable and practical time, place, and manner limitations.
- 2. Bulletins announcing repetitive events shall be aired approximately fourteen (14) days prior to the first occurrence of the event and will not be aired for more than thirty (30) days per year. These timeframes are subject to change based on current demands and scheduling availability.
- 3. Bulletins will not be run for more than fourteen (14) days consecutively.

D. Damage and Indemnification

All those who submit bulletins must agree in writing to indemnify and hold harmless Upper St. Clair Township, its elected and appointed officials, officers, agents and employees, and their successors and assigns, from any and all liability, loss, injury, cost, or expense, including reasonable attorneys' fees and costs, arising from or in connection with claims for failure to comply with applicable federal, state, or local laws or regulations that result from any bulletin, any program, the production of any program, or the use of any equipment or facilities owned or managed by Upper St. Clair Township,. Such claims include, but are not limited to, claims for libel, slander, invasion of privacy or the infringement of common law or statutory copyright; claims for unauthorized use of trademark, trade name, or service mark; claims for breach of contractual or other obligations owing to third parties; claims for obscenity; claims for personal injury or property damage; and claims for any other injury or damage in law or equity. (*see Exhibit B, Community Producer Acknowledgement and Indemnification Form*)

IV. Sponsorships

P.A.C.T. may solicit and/or accept sponsorship and underwriting donations for P.A.C.T. programming provided:

1. Sponsorships may be in the form of monetary or in-kind contributions.
2. There may be an acknowledgement of the sponsor(s) on the channel, but no promotion of specific goods or services of the sponsor(s). Sponsor acknowledgements shall not include solicitations to promote the sale of specific products or services. Logos and/or slogans that do not promote specific products or services are permissible.
3. Sponsors may be identified with a brief video, audio recognition, and/or text message. Such acknowledgement may appear only at the beginning and/or end of the programming for a period of not longer than 15 seconds.
4. Sponsor acknowledgements may include the name, street address, web address, tag line and/or phone number of the sponsor.
5. Free prizes may be donated to programs and may be announced on the channel; however, the name of the donor shall not be read more than three (3) times.

V. Political Programming

The following shall apply to political programming on P.A.C.T.:

1. Programming by a candidate for public office seeking support for his or her candidacy, programming that expressly endorses or opposes a candidate for public office, and programming that expressly endorses or opposes a referendum certified on the election ballot (collectively referred to as “political programming”) shall be treated the same as other public access programming. Producers of political programming shall be subject to the rules and regulations contained in Section I and II above. Producers of political programming and/or political bulletins shall be granted equal public access to P.A.C.T. equipment and/or facilities and to channel space, subject to reasonable and practical time, place, and manner limitations.
2. Due to program scheduling constraints, producers of political programming who wish to have their programming cablecast prior to election must provide such programming to P.A.C.T. at least seven (7) days before election day. P.A.C.T. will not cablecast any political programming during polling hours on election day.
3. Any programming which endorses or supports a single candidate or referendum, whose name or mention appears on the upcoming election ballot shall be produced only by community producers who meet the requirements of Section 1(A), above, and shall be preceded by a fifteen (15) second disclaimer that shall state, “The opinions expressed in this program are the sole responsibility of the producers of this program and do not necessarily reflect the opinions of Upper St. Clair Township or of the Upper St. Clair Public Access Cable Television”. This disclaimer will be printed in 25 point aerial font.

EXHIBITS

Exhibit A

Parental Consent Form

Name of Community Producer (minor): _____

Address: _____

Phone: _____ Age: _____ Date of Birth: _____

Parent or Guardian's Consent

I am the parent and/or guardian of the _____, and I give my consent for him/her to become a community producer for Upper St. Clair's Public Access Cable Television. I have read, am I am fully aware of the rules and regulations of P.A.C.T., and shall take full responsibility for the actions of _____ in his/her capacity as a community producer.

Signature of Parent or Guardian Witness Date*

*This Parental Consent Form shall remain effective for six (6) months following the date of execution.

Exhibit B

Community Producer Acknowledgement and Indemnification Form

I, _____, have read the “Rules and Regulations for Upper St. Clair’s Public Access Cable Television Channel” and agree to fully comply with them, which among other obligations includes the following:

To take full legal responsibility for all content I am submitting to be cablecast on Upper St. Clair’s Public Access Cable Television Channel;

To fully comply with all applicable local, state, and federal laws; and

To agree to indemnify and hold harmless Upper St. Clair Township, its elected and appointed officials, officers, agents and employees, and their successors and assigns, from any and all liability, loss, injury, cost, or expense, including reasonable attorneys’ fees and costs, arising from or in connection with claims for failure to comply with applicable federal, state, or local laws or regulations that result from any program, the production of any program, any bulletin, or the use of any equipment or facilities owned or managed by Upper St. Clair Township,. Such claims include, but are not limited to, claims for libel, slander, invasion of privacy or the infringement of common law or statutory copyright; claims for unauthorized use of trademark, trade name, or service mark; claims for breach of contractual or other obligations owing to third parties; claims for obscenity; claims for personal injury or property damage; and claims for any other injury or damage in law or equity.

AGREED TO THIS _____ DAY OF _____, 20____.

Name of Community Producer

Signature of Community Producer

Signature of Parent of Guardian if
Community Producer is a minor

Exhibit C

Community Producer Qualification Form

Name of Community Producer (minor): _____

Address: _____

Phone: _____ Age: _____ Date of Birth: _____

Community producer, _____, has been approved and qualified to use the following equipment belonging to Upper St. Clair's Public Access Cable Television.

Single Camera	Signed Off _____	on _____
Editor	Signed Off _____	on _____
Audio	Signed Off _____	on _____
Multi-Camera	Signed Off _____	on _____
Other	Signed Off _____	on _____
Other	Signed Off _____	on _____
Other	Signed Off _____	on _____

I have read the above and fully understand the types of equipment for which I am authorized and qualified to use. I also understand that my qualification to use above equipment is based solely on the discretion of the Upper St. Clair Public Access Cable Television staff, and should they determine that I require training prior to using or re-using the equipment, I will agree to undergo the requisite training as required.

Signature of Community Producer Witness Date*

Signature of Parent or Guardian if
Community Producer is a minor Witness Date*

*This Community Producer Qualification Form shall remain effective for six (6) months following the date of execution.

Exhibit D

Request to Use Cable Equipment and/or Facilities

I. Contact Information

Name of Community Producer: _____

Address: _____

Phone: _____ Age: _____ Date of Birth: _____

Date of Request: _____ Time of Request: _____

II. Date/Time Equipment/Facility Needed

Date Equipment/Facility Needed: _____ Time Needed: _____

Date Equipment to Be Returned: _____ Return Time: _____

P.A.C.T. Staff Support Needed: YES NO

Shoot Location: _____

Venue Contact

Name: _____ Phone Number: _____

Email Address: _____

III. Equipment/Facility Requested

Single Camera _____

Editor Toaster _____

Hand Microphone _____

Batteries _____

Light, Portable _____

Sound Board _____

Monitor _____

Multi-Camera _____

Lavalier Microphone _____

Wireless Microphone _____

AC Extension Cord _____

Light Kit _____

Audio Mixer _____

Microphone Cables _____

IV. Program Summary

Title of Program: _____

Brief Summary of Program: _____

V. Community Producer Responsibility

In return for the use of Upper St. Clair’s Public Access Cable Television equipment and/or facility, free of charge, I agree to completely reimburse Upper St. Clair for the cost of any repairs that occur as a result of my use. This includes charges for parts which are necessitated by any damage to this equipment during the time it is in my possession, whether due to negligence or willful damage on my behalf, or if it is lost or stolen. Upper St. Clair Public Access Cable Television shall have the sole discretion to determine what, if any, damages have occurred.

If any piece of equipment which is checked out to me is lost, stolen, or damaged on the part of my organization, I agree to reimburse Upper St. Clair for the full cost of replacing such equipment.

If any piece of equipment checked out to me is lost, stolen, or damaged while in my possession or actual constructive control, under circumstances which are covered under my insurance policies, I hereby agree to cooperate with Upper St. Clair Public Access Cable television in filing the appropriate claims for repairs and replacement of the equipment with my insurance carrier.

I agree to use said equipment only for the purpose of producing programming for Upper St. Clair’s Public Access Cable Television channel, and understand that such equipment shall not be used in violation of any local, state, or federal laws, including U.S. copyright laws, or be used in any way for personal profit or remuneration.

Signature of Community Producer Witness Date

Signature of Parent or Guardian if Witness Date
If community producer is minor

Exhibit E

Tape Retention Policy

Type 1

Raw Footage	35 days	Some footage may be kept longer if it can be used as stock footage.
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Type 2

Short-term	6 months	Announcements for one-time events. Also Includes meetings where the information Becomes out of date.
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Type 3

Long-term	1 year	Sports events, plays, concerts, talent shows. Events which occur on an annual basis.
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Type 4

Permanent	indefinitely	Programs of a timeless nature. Most are Staged and edited for Public Access Cable Television. Programs of a historic nature.
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Should a community producer want their programming returned, they may come in person to P.A.C.T.'s offices at the completion of the above-listed retention periods.

It is not the responsibility of P.A.C.T. to be a video library of events for the Township. The sole reason that a video library is maintained is so that the material remains available for P.A.C.T. use.