
Pittsfield Community Television



Operating Rules and Procedures

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OVERVIEW OF PCTV

I. Introduction

The Operating Rules & Procedures of Pittsfield Community Television will be in accordance and agreement with all the laws of the Commonwealth of Massachusetts and the laws of the United States of America, as amended from time to time.

Pittsfield Community Cable Broadcasting, Inc., which will be hereafter referred to in this document as “Pittsfield Community Television” and “PCTV,” is a membership organization. This manual is intended for members of PCTV, and contains policies and procedures formulated and approved by the volunteer Board of Directors of the Corporation, which are elected by the membership. See Appendix-A for more information about the Board of Directors. Eligibility for membership is determined by the Bylaws of the Corporation, Pittsfield Community Cable Broadcasting, Inc., hereafter referred to as “the bylaws.”

By signing a membership agreement, submitting a producer contract, or doing any other business with PCTV, individuals, organizations, and representatives thereof accept and are bound by the policies and procedures outlined in this manual.

II. Mission

“The mission of Pittsfield Community Television (PCTV) is: To provide access to the medium of television and related technologies, including training, production facilities, and cablecast time, to public, educational, and governmental constituencies located in and/or serving the City of Pittsfield, Massachusetts, and to provide the Pittsfield community with local television programming.”

1. Mission of Public Access Channel “Access Pittsfield”

- a. “The purpose of Access Pittsfield is to protect and increase freedom of expression, diversity of ideas, and community-wide communication through the medium of television.”

2. Mission of Education Access Channel “Pittsfield ETV”

- a. “Pittsfield ETV, made possible through the facilities of Pittsfield Community Television, provides a resource for local educators, parents, students, and educational institutions to convey and share knowledge and information with one another and with the general public.”

3. Mission of Government Access Channel “CityLink”

- a. “CityLink, made possible through the facilities of Pittsfield Community Television, provides a resource for governmental bodies, elected and appointed officials, and declared candidates for elected office, to inform the public and communicate with their constituencies through the medium of television.”

CORPORATE POLICY

I. Code of Conduct

It is our goal and responsibility to foster community and maintain a workplace in which all staff, members and other visitors are welcome and able to work and collaborate productively. Our facilities are open to members and visitors who are there to participate in productions, attend public meetings or other authorized purposes. It is expected that members conduct themselves at all times with respect for others and that they will ensure the same behavior in their guests and visitors.

1. The following are not permitted or may be subject to sanctions at PCTV facilities:
 - a. disruptive, hostile, abusive or threatening behavior or language
 - b. any form of harassment
 - c. disregard of staff authority
 - d. commercial activities, advertising, sales or solicitation
 - e. misrepresentation or intent to commit fraud
 - f. unauthorized possession of weapons
 - g. use of illegal substances
 - h. unauthorized use of alcohol
 - i. smoking or open flames
 - j. food or drink except in permitted areas
 - k. unhygienic, unsafe or unhealthy behavior
 - l. misuse or unauthorized use of resources, including copier, phones, fax machine, computers and production equipment
 - m. unauthorized tampering with equipment, wiring, etc
 - n. recording without permission
 - o. unauthorized postings
 - p. disregard of other posted guidelines
 - q. any criminal act as defined by federal, state or local law or statute
2. Animals are permitted in PCTV facilities provided that they are:
 - a. a registered service animal providing service to a guest or visitor, or
 - b. an authorized part of a production.
 - c. These animals must be properly restrained and/or supervised at all times while in the facility. Owners take full responsibility for any actions taken by the animal(s) brought to PCTV facilities.
3. Members and guests are responsible for their own safety while participating in activities at PCTV or while using PCTV equipment and facilities.
4. Staff is responsible for facilitating a professional working atmosphere at PCTV. Staff is directed to use its discretion in either attempting to quickly remediate non-permissible conduct or to ask a non-responsive member or visitor to leave the premises. Subsequent follow-up and possible consequences are detailed in section "Violations of Policy."

II. Privacy Policy

1. In the course of doing business with PCTV, you may share personal information with us. We do not sell this information to any third parties, and we do not disclose it to third parties unless you have allowed us to do so, or as otherwise required or permitted by law.
2. We maintain physical, electronic, and procedural safeguards to protect your personal information. PCTV restricts the use of this information by employees, and requires that it be held in strict confidence.

III. PCTV Name, Logo and Likeness

1. No one is authorized to use PCTV's name or any likeness of PCTV's name or logo to describe any event, outing, club, group or other activity that a person may organize, lead or participate in without the express written permission of PCTV's Executive Director. This will include all external efforts at publicity, whether in person, in traditional media, or in electronic or social media.
2. PCTV members, producers, and volunteers are independent agents, not representatives of PCTV; therefore, individuals shall not represent themselves as "From PCTV" without permission from PCTV management. Misrepresentation by any individual of his or her role may lead to loss of privileges.

MEMBERSHIP

Membership eligibility is outlined in the Bylaws of Pittsfield Community Television, Article III (Membership).

I. Overview

1. Individuals who wish to participate in training and production at Pittsfield Community Television must become a PCTV member. According to the Pittsfield Community Television Bylaws, membership is open to all who live or work in Berkshire County. Any member of the Berkshire County public, or a not-for-profit organization based in and serving Pittsfield, may become a member of the corporation on a first-come, first-served, non-discriminatory basis.
2. Persons employed by Pittsfield Community Television are allowed to become members of the Corporation with all rights and privileges as outlined in the Bylaws, however, they are not eligible for election to the Board of Directors.
3. Membership fees are non-refundable upon termination or revocation. Memberships are paid in advance and are valid for one year, ending on the last day of the month in which an individual or institution joined or last renewed. Membership date will not be activated or renewed until fee is paid.
4. Special Membership Considerations:
 - a. To qualify for voting status in an annual or special meeting of the membership, active membership status is required as of the first of the month prior to such meeting. For example, if the meeting is on September 15, dues must be paid by August 1.
 - b. Membership benefits will not be extended upon expiration. Membership must be renewed in full and be in good standing in order to receive member benefits.
5. Members are expected to sign a membership application, stating that he/she will abide by all bylaws, policies, rules and procedures set forth by the membership, Board of Directors, and Staff. Signature of this form also is acceptance of the awareness that there is a manual of Operating Rules and Procedures, which may be viewed on the PCTV web site, or if requested, a copy may be obtained in the office.
6. Members are expected to inform PCTV of information which could change their membership eligibility (i.e., residence address, place of employment, etc.), as well as other pertinent information (i.e., telephone numbers or email addresses) when it changes. Individuals can keep their membership in good standing by renewing prior to the expiration date.
7. Membership status will be re-assessed based on this information, and a member's membership class and/or type, as outlined below, may change or be revoked based on guidelines for membership in the Pittsfield Community Television Bylaws. Members who no longer meet requirements for membership as outlined in the Pittsfield Community Television Bylaws agree to relinquish their membership privileges, including (but not limited to) use of facilities and equipment, and the right to serve on the Board of Directors.

8. Persons under 18 years of age qualify for associate membership only. These individuals must also have the Parental Consent and Liability Agreement signed by a parent or guardian. Individuals under 18 years of age may not operate equipment unless accompanied by an adult member or by staff.

II. Classes of Membership

There are two classes of memberships defined in the Bylaws of the Corporation:

- Full (Voting) Membership; and
- Associate Membership.

1. Full (Voting) Membership

- a. To become a Full (Voting) Member of Pittsfield Community Television, you must be a resident of, or work in, the City of Pittsfield; be a retiree from employment in Pittsfield; or be a representative of an organization based in and serving the City of Pittsfield. Pittsfield Community Television's definition of Pittsfield residency shall be the same as that used by the City of Pittsfield.
- b. FULL (VOTING) MEMBERS enjoy all rights and responsibilities incumbent upon full voting members of the corporation, including the following privileges:
 - i. Produce programming for cablecast on PCTV, including use of equipment and facilities necessary to complete the project;
 - ii. Attend training workshops for use of the equipment and facilities;
 - iii. Participate as crew in productions;
 - iv. Receive periodic newsletters, policy manuals, and other publications published by PCTV;
 - v. Receive invitations to annual and special meetings of the membership;
 - vi. Eligible to vote at annual and special meetings of the membership;
 - vii. Eligible for election to the Board of Directors and to hold office on the Board.

2. Associate Membership

- a. To become an Associate Member of Pittsfield Community Television, Inc., you must reside or work in Berkshire County.
- b. Associate Members enjoy all rights and responsibilities incumbent upon associate members of the corporation, including only privileges i. through v. listed under the Full (Voting) Member privileges.

III. Types of Membership

There are four types of memberships available:

- Individual Membership
- Family Membership;
- Group Membership; and
- Organization Membership.

These four types of memberships may contain one or both classes of membership, Full (Voting) and Associate.

1. Individual Membership

- a. A single person, qualified for one of the two classes of membership listed above, may join as an individual member of PCTV. Discounts to both classes of individual membership are allowed for those under 18 years of age, or over 65 years of age, and are shown on the appropriate membership form.

2. Family Membership

- a. The purpose of a family membership is to enable members of a family, living at the same address, to participate at PCTV with a lower-cost membership. Every Family Membership covers up to four (4) people, as outlined below:
 - i. Full (Voting) Family Membership
 1. Families that are accepted for Full (Voting) Family Membership must contain at least one adult who qualifies under the conditions for Full (Voting) Membership. A second adult listed for the family will be named an associate member.
 2. Full (Voting) Family Memberships may consist of the following:
 - One adult Full (Voting) Member
 - One adult Associate Member
 - Up to two under-18 associate members
 - ii. Associate Family Membership
 1. Families that are accepted for Associate Family Membership must contain at least one adult who qualifies under the conditions for Associate Membership.
 2. Associate Family Memberships may consist of the following:
 - Up to two adult Associate Members
 - Up to two under-18 Associate Members

3. Group Membership

- a. The purpose of a group membership is to enable Pittsfield-based groups of individuals and clubs to participate at PCTV in a cost-effective manner.
 - i. Group memberships may consist of the following:
 - Up to a total of five (5) individuals, at least one (1) of whom is an adult;
 - Up to three (3) of these individuals can be named as Full (Voting) Members, and must first qualify under the conditions for Full (Voting) Membership;
 - Balance of members to be named Associate Members.

4. Organization Membership

- a. The purpose of an organization membership is to enable non-profit organizations based in and serving the City of Pittsfield to participate at PCTV. Organization members must provide documentation of IRS, tax exempt, or similar charitable status. Qualifying organizations must join through this type of membership.
- b. Membership fees for organization members may vary based on total annual budget of the organization, and these fees are shown on the appropriate membership form. Documentation may be required to determine membership fees.
- c. Organization memberships may consist of the following:
 - Up to a total of twenty (20) individuals, at least four (4) of whom are adults;
 - Up to six (6) of these individuals can be named as Full (Voting) Members, and must first qualify under the conditions for Full (Voting) Membership;
 - Balance of members to be named Associate Members.

All group and organization memberships listed above shall have one primary contact person, who shall be listed as a member and be identified on the appropriate membership form. This primary contact person must specify, upon establishment of membership or renewal, which members of the organization are to be Full (Voting) Members. Also, all members listed on the membership form must include telephone numbers and email addresses.

PRODUCERS

I. Definition

“Producer” is defined as the person, 18 years of age or older, who is acting individually or representing an organization, and submitting a program for cablecast on any appropriate television channel operated by Pittsfield Community Television.

II. Primary Responsibilities of a Producer

1. The producer is solely responsible for the content of the program cablecast on an access channel.
2. The Producer is responsible for signing the Producer Program Agreement (sometimes called a “producer contract”). Producer Program Agreements shall be valid for a term of up to one year, when signed and authorized by the appropriate access channel coordinator. Signing this agreement is an acceptance that the producer will abide by all Bylaws, Rules and Procedures set forth by the membership, board of directors, and staff. A printed version of this contract can be obtained at the PCTV offices or downloaded from the PCTV website.
3. The producer is the primary contact with Pittsfield Community Television, who must submit the appropriate forms to request and arrange cablecast time, studio time, equipment training, and other details important to the program.
4. The producer is responsible for involving a sufficient crew of PCTV members and on-air talent to produce the program, and for the crew’s training, use of equipment, and behavior at any PCTV facility.
5. The producer is responsible for obtaining any necessary permissions and/or clearances, and may be asked to present such documentation to PCTV upon request.
6. Producers who use any PCTV facilities are required to be members of the organization.

III. Determination of Producer Constituency

To ensure that the constituencies of each access channel are best served based upon the channel mission statements, producers are classified according to the following criteria:

A. Education Access Producer:

Producer of the program MUST belong to ONE OR MORE OF the following constituencies:

1. Staff member of one of the following recognized educational institutions, when acting in an authorized, official capacity:

- a. Public, parochial, and private schools and colleges located in Berkshire County (Producers from schools based in and serving the City of Pittsfield may utilize PCTV facilities based on membership status).
 - b. Governmental agencies serving an educational need in Pittsfield (for example, the Berkshire Athenaeum)
 - c. Educational not-for-profit organizations serving Pittsfield, as defined in the organization's charter or 501(c)(3) (for example, the Berkshire Museum)
 - d. Other educational organizations as recognized and approved by Pittsfield Community Television
2. Elected or appointed official, when serving in an official capacity for a recognized educational institution
 3. Parent or guardian of a student enrolled in an educational institution located in Berkshire County
 4. Advisor to a club or organization belonging to or directly serving an educational institution located in Berkshire County. For example, a Video Club advisor (staff or layperson), a football coach, quiz team advisor, drama coach, etc.

B. Government Access Producer:

Producer of the program MUST belong to ONE OR MORE OF the following constituencies:

1. An elected or appointed official, or an employee representing a governmental body, department or constituency serving the City of Pittsfield, when acting in an official capacity. These producers may utilize PCTV facilities based on membership status.
2. An elected or appointed official, or an employee representing a governmental body, department or constituency serving a community within Berkshire County, when acting in an official capacity, as a reciprocal courtesy.
3. A declared (and documented) candidate for public office during an election season. See section on Election Season Programming.

C. Public Access Producer:

Producer of the program, who is not classified as either an Education Access Producer or a Government Access Producer, MUST belong to ONE OR MORE OF the following constituencies:

1. Individual member of the general public who meets the requirements of a Producer, as defined above
2. Individual representing a not-for-profit organization

IV. PCTV as Producer

1. Pittsfield Community Television, using staff, interns, members, or students, to provide coverage of community events, such as graduations, sporting events, meetings, debates, election coverage, candidate programming, press conferences, parades, musical or dramatic performances, interactive teleconferences, talk shows, bona fide news events, and any other programming. PCTV as Producer may be classified as Public Access Producer, Education Access Producer, or Government Access Producer, as determined by PCTV management.
2. The Access Coordinator of any channel operated by Pittsfield Community Television may act as the Producer of Record for the purpose of submitting any programming he or she deems beneficial to that channel's mission, viewers or constituency.

FACILITIES

I. Overview

The following guidelines will be observed in order to allow PCTV to fulfill its mission, and to allow the equitable apportionment of these finite resources to ensure availability for all members, to share, reserve, and use the facilities on a first-come, first-served, non-discriminatory basis. These facilities currently include:

- Studios and production control rooms located at PCTV
 - Video editing rooms
 - Electronic Field Production (EFP) equipment for member sign-out
 - Mobile production facilities, including vehicles and flypack
 - Off-site production control rooms
1. PCTV management and staff will use discretion to ensure that no group or individual receives a disproportionate share of available resources at the expense of others.
 2. Use of PCTV facilities is solely for the purpose of producing programming intended for cablecast on access channel(s) operated by Pittsfield Community Television. Any other use is considered a rental, and will be subject to the current rate card (see section, Rental of Facilities).
 3. Retroactive Payment of Rental Costs: Members producing programming intended for cablecast on an access channel operated by Pittsfield Community Television are not normally charged rental fees for the use of PCTV equipment. However, if it is determined that a member has used programming created in this fashion, which violates commercial programming guidelines contained herein, that member may be charged retroactively for the use of such equipment, based on rates shown in the Rate Card that was in effect during such use. PCTV retains its rights to protect its interests and the interests of its members and will pursue any and all avenues in such a situation.

II. Reservation of Facilities

A. Reservation Guidelines

1. Pittsfield Community Television shall maintain posted office hours, during which all reservations must take place. These hours are available upon request at the main office and on the company website.
2. Reservation of facilities must be performed through the appropriate Access Channel Coordinator. Facilities are available to PCTV members by appointment only, contingent on facility and staff availability. Members must consult with the coordinator to determine the appropriate facility and amount of time needed for the reservation.

Reservations made through other PCTV staff without prior knowledge of the coordinator may be superseded or disregarded.

3. PCTV facilities will be reserved for a member only after the appropriate channel coordinator has agreed to and received a signed producer contract. This means that only a program producer may reserve PCTV facilities. All reservation hours, used by any crew member, scheduled under a single producer contract, count toward the reservation limits stated below.
4. A PCTV staff person must always be present at any PCTV facility (with the exception of EFP equipment that has been signed out by a member) during production activity. If a member requires direct staff assistance during production activity, this must also be scheduled in advance.
5. Reservations of facilities by PCTV for PCTV use, including but not limited to productions, training, repairs, rental or production services receive higher priority.

B. Reservation Limits

1. Facilities will be reserved upon request, and as available, through the term of the producer agreement. As producer agreements are valid for one year, the producer may reserve regular or occasional facility use at any time during that period.
2. Producers are allowed to reserve the following number of hours per week on each of the facilities below, per producer agreement:
 - a. Studio: 4 Hours/week
 - b. Editing: 8 Hours/week
 - c. EFP Equipment: 80 Hours/week
 - d. Mobile or Remote Facility: 8 Hours/week
3. Producers are limited to the use of a single facility at any one time (either studio, editing, mobile, or EFP equipment).
4. Depending upon facility demand, producers may be unable to reserve and schedule a desired facility at a particular time or date. Cancellations do happen, so producers are encouraged to check in regularly with staff with regards to facility availability.
5. Incumbent Rights upon Renewal. Producers who have consistently and successfully utilized regular facility reservations throughout the term of the producer agreement, will be extended the right of first refusal to continue those arrangements upon the renewal of the agreement.
6. Exceptions to these limits under special circumstances may be requested and granted upon the discretion of the Access Coordinator and/or the Executive Director.

C. Cancellations & Late Arrivals

1. Producers are required to give at least 24-hours' notice to cancel a reservation of a PCTV facility. Cancellation without such prior notification given to the appropriate coordinator is considered a "no-show." Three "no-shows" per producer contract period will result in cancellation of the program, and the producer may lose rights to reserve facilities in the future.
2. Any member who is more than 15 minutes late for reserved time in a PCTV facility without prior notice will forfeit the entire block of reserved time. Members who are late arrivals three times per producer contract period may lose rights to reserve facilities in the future.
3. Consideration will be given for unusual circumstances that result in cancellations or late arrivals, at the discretion of PCTV staff.

III. General Use Guidelines

A. Training

1. Members wishing to use PCTV-owned equipment in the production of programming must first be trained in the use of such equipment. Upon completion of a staff-approved training session, a member is considered certified and authorized to use such equipment. Members may not use equipment on which they are not trained.
2. Training can be completed using several methods, including workshops scheduled for specific groups or organizations; general workshops open to the entire membership; or individual training sessions. The appropriate Access Channel Coordinator will guide members to the best available training options upon request.
3. There is no cost to members for many training sessions offered by PCTV. Occasionally, PCTV will offer special workshops, which will require participants to pay attendance or materials fees.
4. Producer is responsible for on-air talent being trained in and aware of programming guidelines and restrictions for cablecast on the access channels, including but not limited to those concerning commercial content and prohibited speech.

B. Use and Care of Facilities

1. Producer is responsible for making sure all crew and guests have signed in to the PCTV sign-in log.
2. Producer is responsible for assembling a sufficient crew of PCTV members to accomplish the production. If a sufficient crew is not provided, a loss of production quality will

result. PCTV staff will not be expected to serve as crew for productions, except in circumstances at the discretion of PCTV management.

3. Producer will arrange for crew to arrive at the PCTV facility in a sufficient amount of time in order to perform any and all pre-production tasks necessary for the successful completion of the production.
4. Producer is responsible for his/her crew leaving the facility in the same or better condition than when it was first occupied. This may include returning cameras to a locked position in the correct area; wrapping and storing cables; storing and locking microphones; returning set materials to storage; removing trash, papers, and other refuse; washing dishes, re-stocking shelves, and any other tasks requested by staff.
5. Misuse of equipment or facilities will not be tolerated. Wiring, connections and configurations of any PCTV facility will not be changed except by authorized staff. Requests for special wiring or configurations must be approved and performed by the staff. Violations may cause temporary or permanent loss of membership privileges.
6. Producer is responsible for damage to facilities, damage to property or personal injury caused by themselves or their crew, and will be expected to reimburse PCTV for the actual costs incurred by PCTV to repair or replace damaged, lost, or stolen equipment.
7. Specific facilities may have unique requirements, equipment or use restrictions. Members must abide by these specific requirements where instructed.

C. Specific Facility Requirements

1. Editing & Data

- a. Producers will be allotted a sufficient amount of data storage space with which to accomplish their production. PCTV staff will determine the appropriate amount of storage based on the complexity of the production.
- b. Producers are responsible for managing their data storage space. A periodic review of the allowed amount will be determined by the staff.
- c. PCTV reserves the right to remove any and all data from the data storage systems at any time.
- d. PCTV is not responsible for the integrity or loss of data placed on the data storage system by producers, and encourages all producers to retain copies or backups of original video and audio materials.
- e. Members shall not access, view, modify or destroy data on the storage system that does not belong to them, unless otherwise authorized by PCTV staff. Members shall be responsible for damage, loss of data, or repair of systems resulting from viruses, malware, or any other such negatively invasive software installed, intentionally or otherwise, during use of editing facilities.

2. EFP Equipment

- a. Staff-only equipment. PCTV owns and maintains certain video equipment that is to be used only by staff, or only under staff supervision. This includes, but is not limited to: cameras, camera crane or “jib,” quad-copter drone, audio/PA equipment, and television microwave transmission links. Use of this equipment by members may be restricted or limited by the discretion of the appropriate Access Coordinator or the Executive Director.
- b. Late return of EFP equipment (one hour or more past the appointed time) may result in member losing rights to sign out equipment in the future. This clause will be strictly enforced especially when another member is delayed or prevented from signing out EFP equipment because of late return.
 - i. first offense: verbal warning
 - ii. second offense: written warning
 - iii. third offense: loss of rights to reserve equipment for 30 days
 - iv. fourth and future offenses: loss of rights to reserve equipment for one year.
- c. Photo Identification. Members who wish to sign out EFP equipment must have a valid photo ID on file at the PCTV offices.

3. Mobile Production Facilities

- a. Producer shall reserve mobile production facilities at least two weeks prior to the intended production date.
- b. Production vehicles shall only be driven by PCTV staff. The Flypack shall be transported using PCTV mobile production vehicles. A minimum of two (2) staff shall accompany any production that utilizes the mobile production facilities.
- c. Productions may be cancelled at the discretion of PCTV staff due to insufficient or unqualified crew members.
- d. Producer and crew must stay until the end of the production, to participate in all load-out activities. Production is finished when the PCTV vehicles drive away from the location.
- e. Producer is responsible for obtaining all location rights, including parking location, power tie-ins, cable runs, camera positions, and any other such detail, from officials in charge of the production location. This “location scouting” is a required part of the pre-production process, and must be completed before the vehicles are reserved by the producer.
- f. Members and other crew engaged with a mobile production are responsible for their own transportation to and from the production site. PCTV shall not be responsible or liable in any way for transporting program crew or guests.

4. Off-Site Production Control Rooms

- a. At least one (1) PCTV staff shall be present when productions occur in these rooms, except as approved by the Executive Director.
- b. As PCTV equipment at off-site production control rooms is located in buildings not managed by PCTV, producers shall secure necessary permissions and scheduling from authorized persons at those locations in order to conduct productions.

PROGRAMMING

I. Overview

In support of its mission, and in accordance with federal and state law, Pittsfield Community Television encourages qualified Pittsfield residents, Pittsfield-based organizations, and qualified PCTV members to create diverse programming, as an expression of speech protected under the First Amendment of the United States Constitution.

The following applies to all programming on Public, Educational, and Governmental (“PEG”) Access Channels operated by Pittsfield Community Television.

1. Consistent with customary access corporation practices, producers must assume responsibility for their programs. PCTV does not exercise editorial control, except as necessary for technical purposes, including scheduling and as provided herein. The previewing of a program will only occur in the extraordinary event of known and credible advance allegations of unlawful activity, or for technical purposes, including scheduling.
2. The producer shall agree to indemnify and hold harmless Pittsfield Community Television, the staff, Board of Directors, and members of PCTV, the Cable Company, and the City of Pittsfield, against any and all legal claims which may arise directly or indirectly from the transmission of said program. Producers (not PCTV) shall retain responsibility and liability for obscene or other speech not protected by the First Amendment of the U.S. Constitution, or otherwise not protected by applicable law. (See also, “PROHIBITED SPEECH”).
3. Members of the public do not have a protected right to cablecast programming on Educational and Government channels, as these channels are reserved for programming created by the channels’ respective constituencies.
4. The content and subsequent use of the programming may not promote the sale of a profit-making product, service or trade. Such commercial advertising and/or commercial “infomercials” or direct links to any media for personal gain are not permitted.

5. "Underwriting" is permitted if it is in general compliance with the standards used by the Public Broadcasting System ("PBS") for non-profit television station underwriting (See, section on "Underwriting of Programs").
6. Programming prohibited by the Federal Communications Commission ("FCC") and/or applicable law, or programming containing prohibited speech (See, section on "Prohibited Speech"), shall not be cablecast.
7. Programming produced using PCTV facilities may not be sold, duplicated, or rented, nor may a fee be charged specifically for the viewing of the programming, without prior approval of PCTV. Because such programming was produced through the organization's facilities, PCTV holds the "Mechanical Copyright" to the work, and retains all rights incumbent upon such designation. See sections on "Copyrights and Releases" and "Program Duplication and Sharing."
8. Programming cablecast on any channel must meet the mechanical and broadcast standards outlined in the Appendix "Technical Standards."

II. Types of Programming

1. Programming Allowed on PEG Channels

The following are the **only** types of non-commercial programming that will be accepted for cablecast on PCTV channels:

1. Access Programs Produced at PCTV. Programs produced containing a majority of original content, using PCTV facilities, either by a PCTV member, or for PCTV by its staff.
2. Access Programs Produced in Pittsfield. Programs produced containing a majority of original content by residents of Pittsfield, independent of the use of PCTV facilities.
3. Berkshire County-Originated Programs. Programs that are produced in Berkshire County by residents of Berkshire County, whether in affiliation with neighboring access organizations, or independently produced. These programs are eligible to be cablecast on PCTV channels as a reciprocal courtesy. Berkshire County-submitted programming shall have as its intended audience a Pittsfield constituency.
4. Outside Submitted Programs. Programs that are neither produced in Pittsfield by a PCTV member nor in Berkshire County by a Berkshire County resident. This type of programming can only be submitted for cablecasting by persons qualified for full membership at PCTV.
5. Community Bulletin Board and Public Service Announcement Interstitials. Short informational programming consisting of character-generated messages and/or video announcements for non-profit organizations to publicize events, meetings, and items of community interest. For-profit messages are not accepted. Pittsfield and Berkshire County non-profit organizations receive highest priority. Other non-profits accepted if space is available.

6. Foreign Language Programming. For any program, production, or presentation that is not produced in English, PCTV reserves the right to require transcripts thereof be submitted and translated into English.
7. Political Programming. Programming containing discussions of political themes, issues, candidates, or ballot questions. Program may or may not include declared candidates or official spokespersons. See section, “Fairness in Political Programming” for a complete set of requirements regarding this type of programming.
8. Third-Party Fundraising Programs. Programs of any length, the purpose of which is to raise funds for an external nonprofit organization. Because programming of this type is not central to the mission of PCTV, there is no protected right to produce or cablecast these programs as there would be with traditional PEG access programming.
 - a. Corporations, foundations, associations, organizations, groups, clubs, societies and orders that qualify for tax exempt status under Section 501(c)(3) of the Internal Revenue Code, may apply to the Executive Director for the right to cablecast a fundraising program.
 - b. Proof of the organization’s nonprofit status may be required prior to the cablecast of any fundraising program.
 - c. Programming of this type which meets the requirements of this section, can be cablecast, but is subject to applicable fees, payable by the program producer to PCTV, by arrangement with the Executive Director.
 - d. PCTV reserves the right to limit the overall number of “long-form” televised fundraising programs (i.e., telethons or auctions, longer than 1 hour in length) to one per quarter (3 months) of the calendar year.
 - e. PCTV reserves the right to produce and cablecast, at any time and frequency throughout the year, fundraising programs which directly benefit Pittsfield Community Cable Broadcasting, Inc., and any of its projects.

2. Programming Prohibited on PEG Channels

The following types of programming will **not** be accepted for cablecast:

1. Commercial Programming. Programming of any type or length which promotes a profit-making product, service or trade. Following programming rules typically adopted by Public Broadcasting entities, this includes any calls to action, comparative promotional language, and discussion of dollar value prices or cost.
2. Leased Access or Local Origination. Commonly produced by the local Cable Company for use on its own local programming channels, this type of programming can be commercial, and solicit for a profit-making product or service. It may also contain programming that promotes a

profit-making organization. Under Section 612 of the Federal Cable Act, residents or local organizations may obtain rights to commercial leased access time on other channels.

3. Lottery Programming. Any device, scheme, plan, promotion, contest or other program and/or presentation which involves directly or indirectly the element of prize, chance, and consideration, or any such device, scheme, plan, promotion, contest or other program and/or presentation which is, has been, or may be declared a lottery under applicable local, state or federal law.
4. Programming with Illegal Content. Any program which contains, promotes, or encourages the commission of an act or acts which are illegal by federal, state, or local law or legal precedent is prohibited.

III. Prohibited Speech

The following types of speech are not protected by the First Amendment of the United States Constitution, and therefore not allowed in programming aired on any of the access channels operated by PCTV. The producer in each case must be responsible to prevent the cablecasting of such programming. PCTV's role is that of "conduit," and not editor or publisher for programming produced by other parties.

PCTV reserves the right to remove from access channel schedules, any and all programming that contains prohibited speech, and possible consequences for submitting such programming for cablecast are detailed in section "Violations of Policy."

Further to all of the following categories of unprotected speech, if a producer suspects that he or she may have a problem with content in this regard, it is recommended that the producer not ask PCTV staff or Directors to view the program media for the purpose of providing legal advice as PCTV does not provide legal counsel. Instead, the producer should consult a lawyer prior to submitting questionable program for cablecasting. Any casual remarks given by members of the PCTV Board or Staff should never be regarded as legal advice. This approach is consistent with the basic premise of public access: the producer is responsible for program content, and the role of the access studio is primarily to serve as a conduit for programs, and not to serve as editor/publisher.

1. Violation of Copyright. Most commercially-available media, including books, magazines, newspapers, movies, music, television programs, theatrical works, internet content, etc. are covered by copyright.
 - a. The producer is responsible for being in compliance with any and all copyright and other intellectual property laws. Use of copyrighted materials or trademarks/service marks is determined by the producer at the producer's own risk. A producer may not take or use copyrighted material unless he/she has: (a) obtained a license, or permission, in writing from the appropriate agency, organization, or license holder; or (b) if applicable, paid a license or other necessary fee (if any) for their use on a cable access channel; or (c) the work is public domain (e.g., out of copyright).

- b. It may be permissible to use copyrighted content under the terms of Fair Use, and Fair Comment and Criticism, in certain limited circumstances. It is the responsibility of the producer to familiarize themselves with these rules before using copyrighted materials.
 - c. The foregoing is general in nature and not intended as a complete list of relevant copyright considerations. Producers should acquaint themselves with all applicable laws, rules and best practices with regard to use of intellectual property in access programs. Determination of copyright issues may require the producer to consult outside counsel.
2. Libel and Slander. Defamation to a person or company's reputation either in writing (libel) or spoken (slander) could be determined grounds for a successful lawsuit. The producer is solely responsible for defamatory program content and for any legal actions which may arise from the production and/or cablecasting of libelous or slanderous content.
3. "Fighting Words" and Incitement. A producer may not make an unlawful call to action that would put people's lives or property in imminent jeopardy. A common example is yelling "fire" in a crowded theater, or inciting unlawful acts or a riot at a public demonstration.
4. Obscenity. Obscene material is not allowed to be cablecast. Generally, obscenity is the portrayal of sexual or excretory organs or functions in a patently offensive manner, running counter to locally accepted standards and without any socially redeeming value. The producer is solely responsible for any legal actions taken as a result of the cablecasting of such material.
5. Fraud. No program shall be cablecast which is intended to defraud the viewer or is designed to obtain money by false or fraudulent pretenses, representations, or promises.
6. Solicitation of Funds.
 - a. Individuals are prohibited from directly soliciting funds, for themselves or any third-party cause, in programming.
 - b. The solicitation of campaign funds by, or on behalf of, legally qualified candidates on any PEG access programming is prohibited.

IV. Copyrights and Further Use

1. Copyrighting of an Access Program. The producer of any community access programming has the right to copyright the program, and therefore bears all responsibilities incumbent with these rights.
2. Further Use by PCTV. Regardless of the copyright status of an access program, PCTV retains the right to cablecast, duplicate, and distribute any program material produced using PCTV facilities.
3. Individuals Producing on Behalf of an Organization. PCTV recognizes one individual to be the producer on behalf of a non-profit organization or other such group, only so long as he/she continues in a role of representing the organization.

- a. Should the producer, at some point after production, cease to be a representative of the organization, that individual shall no longer be considered the producer. It shall be the responsibility of an official of the organization to select a successor individual to be named the program producer, for all previous and future programs. The new producer shall retain rights to determine whether previously produced programs can be cablecast or duplicated.
 - b. Should the organization itself cease business operations, all rights to the program or series of programs shall revert to PCTV.
4. Death or Disappearance of Producer. In the event that an individual producer dies, or can no longer be located or contacted by ordinary means for a period of 12 months, all rights to the programs produced by this individual shall revert to PCTV.

OBTAINING ACCESS CABLECAST TIME

I. Determining The Appropriate Access Channel

When cablecast time on PCTV channels is requested by an individual producer, PCTV uses the following criteria to determine which access channel is the appropriate outlet for the programming.

1. Programming submitted by producers shall be cablecast on the appropriate access channel based on the constituency served by the producer, as classified in the section entitled "Determination of Producer Constituency," and will be facilitated by the appropriate access channel coordinator. Programming must fit within the guidelines of the appropriate Access Channel's Mission Statement.
2. Programming will be scheduled on the Public Access channel if not eligible for cablecast on either the Education Access Channel or the Government Access Channel. Producers do not have any First Amendment right to cablecast programming on the Education or Government Access channels.
 - a. *For example, a program produced by a teacher, aimed at other teachers or students under the aegis of the school, would be eligible for cablecast on the Education Access Channel. A teacher producing a cooking show, not associated with the school but produced by a teacher, would qualify as a Public Access program.*
 - b. *For example, a city councilor producing a program about government, answering questions for her constituents would qualify as a program on the Government Channel. A city councilor producing a skiing program by himself and his friends would qualify as a Public Access program.*
3. PCTV reserves the right to refuse to carry any program, presentation, or portion thereof which does not comply with the provisions of these Rules and Procedures.

II. Procedure for Obtaining Cablecast Time

The following are the steps that a producer must take to get a program cablecast on all access channels operated by PCTV.

1. Producers must sign and submit a program agreement form.
2. Producer must submit the program on an appropriate media format that meets PCTV technical standards, as described below.
3. All programming produced using PCTV facilities and cablecast on the PEG Access Channel(s) must carry the following disclaimer at the open and close of the program:

THIS PROGRAM IS A PUBLIC ACCESS PRODUCTION OF (PRODUCER'S NAME AND REPRESENTED NON-PROFIT ORGANIZATION NAME, WHEN APPLICABLE), WHO ASSUMES FULL RESPONSIBILITY FOR ITS CONTENT. THE CONTENT OF THIS PROGRAM DOES NOT REPRESENT THE VIEWS OF PCTV, WHICH SERVES AS A FORUM FOR COMMUNITY EXPRESSION AND OFFERS TV TRAINING, PRODUCTION FACILITIES, AND CHANNEL TIME TO ALL PITTSFIELD RESIDENTS, ORGANIZATIONS, AND QUALIFIED PCTV MEMBERS.

4. If PCTV facilities were used in the production of the program, at the conclusion of each program, the credits shall include an acknowledgement for PCTV stating:

THIS PROGRAM WAS PRODUCED THROUGH THE FACILITIES OF PITTSFIELD COMMUNITY TELEVISION, PITTSFIELD, MA

5. Outside-Submitted Programs. An individual who submits an outside-submitted program for cablecast, regardless of the individual's involvement in the production of the program, is considered the program's producer.
 - a. Local Intent. It is the intent of the Cable Television license, with regards to public access television, to provide facilities, training, and cablecast time for locally-produced programs. PCTV is therefore under no obligation to accept or cablecast outside-submitted programming. PCTV reserves the right to evaluate such imported programming according to local interest and community standards, and deny cablecast time to producers not qualified for Full or Associate PCTV membership. Producers who are denied cablecast time may appeal (see section "Policy Complaint Procedure").
 - b. Wrap-around. Each outside-submitted program accepted for cablecast must contain a "local wraparound," consisting of:
 - i. A live-video and audio testimonial, featuring the producer introducing him/herself, the organization represented; the nature of the video; and contact information (a mailing address, telephone number, and email address) where viewers can respond to the content of the program.

- c. This short video must be played at the beginning and end of every outside submitted program.
- d. PCTV staff shall not be responsible for performing the editing or production for this requirement; it is the sole responsibility of the producer.

SCHEDULING

I. Pre-Viewing of Program Materials

1. As is customary for access corporations, PCTV does not preview programs for content nor exercise editorial control, except in the extraordinary situation where it has actual and credible advance notice of probable illegal content, or for technical and scheduling reasons, as enumerated here:
 - a. To aid in determining the appropriate cablecast time for the program;
 - b. To determine if the media submitted meets technical standards;
 - c. To determine total running time, and beginning and ending “cue times”, and to perform other regular operating duties.
2. Such technical monitoring is not intended to include content monitoring, however, if the access channel coordinator finds a violation of these programming guidelines, or probable violations of federal, state or local laws, the coordinator may, to the extent permitted by applicable law, remove said program from the schedule lineup until further notice and appropriate further review, which shall be provided in a reasonable manner, or until proven violations are addressed and removed from the program by the producer. The program producer has an opportunity to be heard in this process (See, section on “Policy Complaint Procedure”).
3. To the extent allowed by applicable law, and after adoption of duly approved guidelines, the Franchising Authority and/or the Cable Television Franchisee (the cable company) may have the right to pre-empt obscene and unlawful programming on access channels. This policy and any decisions based on same rest outside the realm of PCTV policies and procedures, and any complaints regarding such policies and decisions must be taken directly to the Cable Television Franchisee or Franchising Authority as applicable.

II. ‘Safe Harbor’ Scheduling

1. PCTV does not censor or otherwise alter programming created by community volunteers that otherwise meets the programming guidelines detailed in this policy. However, It is the goal of PCTV to reach the appropriate audience for each program. At the discretion of the access channel coordinator, the time at which programs are presented may be changed depending on the nature of the program.
2. PCTV defines the ‘Safe Harbor’ time period as beginning at 11:00 PM and ending at 6:00 AM daily.
3. It is the responsibility of the producer to inform the Access Channel Coordinator if there is material contained in the content of the submitted program which is inappropriate for cablecast at times when children would be expected to be in the viewing audience.

4. PCTV retains the right, at the discretion of the Access Channel Coordinator or Executive Director, to add a disclaimer to any program, stating for example, “The content may not be suitable for all audiences, but FCC regulations require the program to be aired.”
5. The final decision on time slots and program scheduling rests with the appropriate channel’s Access Coordinator. Producers who disagree with decisions made by an Access Channel Coordinator according to this policy can appeal (See section on “Policy Complaint Procedure”).

III. Scheduling Procedures

1. Requesting a time slot. A producer may request a specific time slot for program(s) they have submitted, but the final decision on time slots and program scheduling rests with the appropriate Access Coordinator. An effort will be made to cablecast programs at times requested by the producers, while at the same time scheduling programs of similar appeal in the appropriate “daypart.”
2. Scheduling Priorities. The policies and procedures for managing access channel time are designed to provide access on a first-come, first-served, non-discriminatory basis by the widest variety of Berkshire County residents and organizations, but subject to scheduling practices customary and appropriate for a television station. Following is the order in which programs will be assigned cablecast time on all access channels operated by PCTV, with the intent to favor local programming and programming requested by local people:
 - a. Programs produced by PCTV by its staff and members, using PCTV-owned production equipment
 - b. Programs produced by PCTV full member, using PCTV-owned production equipment
 - c. Programs produced by PCTV full or associate member, using either PCTV-owned equipment, outside equipment, or a combination thereof.
 - d. Locally-produced programming originally scheduled on Education or Government channels
 - e. Berkshire County-originated programs
 - f. Outside programming of local interest as scheduled by access channel coordinator
 - g. Program segues or interstitials as scheduled by access channel coordinator
 - h. Community Bulletin Board programming
 - i. Non first-run locally-produced programming
 - j. Outside-submitted programming requested by a constituency of the access channel

- k. Other outside-submitted programming
 - l. Non first-run outside-submitted programming
- 3. Primary Cablecast Date and Time. Submitted programs shall receive a normal play schedule of at least one primary cablecast date and time, occurring between the hours of 5:00 PM and 3:00 AM daily. Other cablecast dates and times are scheduled at the discretion of the appropriate access coordinator.
- 4. Unique episodes in a series of programs are each considered a single program, and thus receive a normal play schedule as described above. An identical program, which has run its normal play schedule, as described above must be re-submitted by the producer to be scheduled for further cablecast times.
- 5. If a series program is currently inactive (no new productions are ongoing), and the producer has not submitted a current program agreement, the access coordinator may reschedule other programming in the existing time slot. Time slots cannot be “held” without a current program contract.
- 6. Program contracts and assigned time periods are not assignable or transferable.
- 7. Cancellation and pre-emption. Programs on any of the access channels can be pre-empted or cancelled at any time without notice, at the discretion of the Access Channel Coordinator. An effort will be made by PCTV staff to inform the affected producer of a cancellation or pre-emption when appropriate and given sufficient lead-time to do so.

DUPLICATION, DISTRIBUTION, AND SHARING

I. Duplication

While PCTV holds the “Mechanical Copyright” on programs produced with its own production equipment, duplication and sharing of programs are allowed in limited circumstances, as set forth in the following section. In general, duplication of program material is not a free service of PCTV.

- 1. Duplication of programs. Also known as “dubbing.” Producers are entitled to one free copy per program, per producer contract, intended for their own personal use. The producer must provide the blank media (recording or storage device), or will be charged for the media stock.
- 2. Producers may also request up to four (4) additional dubs, per program, per producer contract, which are intended for program guests or production crew. The producer is responsible to purchase and provide appropriate media for these copies.
- 3. Beyond this four-dub allocation, guests of programs, and other persons wishing dubs of programs produced at PCTV, must adhere to the current rate schedule applying to

duplication. This schedule also details cost for blank media and shipping costs, as necessary. This schedule is available upon request.

4. Copies of programs produced using PCTV equipment and facilities are for private, personal use ONLY. Subsequent commercial use, resale or re-duplication of these copies, or any of the content contained therein, is prohibited. Other uses, such as public performance, inclusion of clips in other television programs, or any other use, is strictly prohibited without express written consent of PCTV.
5. PCTV staff will perform all duplication tasks. PCTV is not liable for damage to any original or master material.
6. Dub completion time is generally about one week after request is submitted, based upon staff and facility availability. Person submitting duplication request is responsible for picking up and paying for copies within two (2) weeks of being notified that the duplication job is complete. Copies not picked up within this time will be destroyed and media recycled.

II. Distribution

Producers are solely responsible for making arrangements to have their program scheduled and cablecast at other PEG access centers. These centers may have different rules and requirements for cablecasting your program on their channels; producers should do their own research on these requirements.

1. Physical distribution to other access centers. This may require the purchase of appropriate media, and transporting or shipping of physical media to these centers. Charges for duplication may apply.
2. Electronic distribution. PCTV may provide an electronic means of distributing programming to and from other PEG access centers. Producers must request that their programs be distributed in this manner for each program or series episode.

III. Sharing Program Material Online

1. Video On-Demand. PCTV may provide an IP-based video on-demand service, which allows users on the internet to access and play individual programs shown on the PEG channels.
 - a. The video on-demand service is available for, and limited to, programs produced by PCTV and its members, using PCTV facilities. Berkshire and outside-submitted programs will not be available to internet users using this service.
 - b. Producers of programs who do not wish their programs to be made available in this fashion must opt-out, by instructing the appropriate access coordinator in writing.
2. Internet-based Video Services. Programming produced using PCTV equipment and facilities are not in the public domain. Therefore, producers and members of the public must obtain

express written permission from PCTV before uploading and/or submitting any such programming to internet video hosting services or social media services.

- a. Producers must deliver programs for cablecast on a PCTV access channel prior to being uploaded to an online video service. Programs must be uploaded in their entirety, with all PCTV disclaimers intact.
 - b. A written request to PCTV for permission to upload program material to such internet video services will not automatically result in permission to do so.
 - c. Under no circumstances will permission be granted to any individual for the purpose of uploading PCTV-produced programming, in whole or in part, to any internet video service. PCTV holds the exclusive right to publicize its own programming in this fashion.
3. Live IP streams. PCTV may provide and make available live video programming consisting of content that is cablecast on the access channels transmitted via Internet Protocol (“IP”) over a public computer network.
- a. Producers who do not wish their programs to be made available in this fashion must opt-out, by instructing the appropriate access coordinator in writing.
 - b. Producers may request in writing from PCTV, to connect a live video stream of their program, using PCTV equipment, to a video service provider or social media service. Links or attributions to PCTV must be pre-approved.

VIOLATIONS OF PROGRAMMING POLICY

Adherence to this policy is the responsibility of the producer. Violations will be taken seriously.

1. Program removal. A program submitted for cablecast, which violates the above policy in any material way, will not be scheduled for cablecast, and may be removed from any existing programming schedule. It is the responsibility of the producer to prevent cablecasting of program content which violates these rules.
2. Warnings. Upon cablecasting, or transmission of a live program, and PCTV staff’s subsequent discovery of rules violations contained in any such programming, the producer will be given a verbal warning as a “first offense” from the Executive Director. Upon a second such offense, both a verbal and written warning will be given, and these will be the last warnings. Finally, after all warnings, if the producer continues to submit programming which violates the above programming guidelines, the Executive Director has the right to suspend the producer’s membership, and expel him/her from some or all activities involving PCTV facilities and equipment, subject to such reasonable due process as set forth herein or as may be adopted.

3. Appeals. Any producer found in violation of the programming policy has the right to appeal (see section “Policy Complaint Procedure”).

ELECTION SEASON PROGRAMMING

I. Overview

Programming which contains discussions of political themes, issues, candidates, or ballot questions, requested to be cablecast during an election season, whether or not it includes declared candidates or official spokespersons thereof, will be considered election season programming, and must comply with additional guidelines contained in this section of the Operating Rules and Procedures. The purpose of these guidelines is to provide the greatest access to available cablecast time, and provide the greatest public service during an election season, while being fair to all candidates, champions of issues, and the general public.

1. PCTV considers the election season to start on the day of the final certification date for nomination papers in a given political race, and end on election day, inclusive of these two days.
2. PCTV considers a declared candidate as being certified by the appropriate City or Town Clerk or the Secretary of State, after the final certification date for nomination papers. Any other individual, including “write-in” candidates, are not recognized as a declared candidate.
3. Election season guidelines shall pertain to new programs submitted by declared candidates and proponents of positions on ballot questions and initiatives, as well as existing single and series access programs which may contain election season content, including guests on programs who are declared candidates or spokespersons for or against ballot initiatives.
4. Election season programming must follow all tenets of the PCTV Operating Rules and Procedures. Producers should make themselves familiar with the full manual. Pursuant to this, election season programming will be cablecast on the appropriate access channel, depending upon the program producer. The producer of each program is solely responsible for program content. All programs will carry the standard disclaimer. There shall be no campaign fundraising allowed in any election season programming.
5. PCTV may, from time to time, offer certain services to benefit the public during an election season, including but not limited to, communication with and instruction to declared candidates regarding programming opportunities; televised candidate statements; and televised coverage of debates or forums.

II. Election Season Programming Requirements

1. PCTV is under no obligation to provide “equal time” or “equal access” to any such request or producer. Producers are also under no obligation to provide such time or access on their productions. Access to cablecast requests for all programming is administered according to the PCTV Operating Rules and Procedures.
2. Requests for cablecast time made by “write-in” candidates or members of the general public shall be scheduled on the Public Access channel.
3. “No Surprise” Rule. New election season programming regarding ballot issues or containing declared candidates, a majority of which has never been previously cablecast on any access channels operated by PCTV, must be submitted for cablecast by the producer no later than 14 calendar days prior to an election. This programming will be allowed to be scheduled up to, but not later than, 96 hours prior to the poll closing time of the election, and again after the election has closed. This includes all recorded, live, or live call-in programs, regardless of the nature of the program.
4. During the final 96 hours prior to the date of an election, only election season programming that is produced or co-produced by PCTV will be allowed to be cablecast on any access channel.
5. Responses to access programs: In the public interest, at any time during the election season, PCTV reserves the right to cablecast a response from individuals to the content of a previously cablecast election season program.
6. Producers may produce and/or submit election season programming using other equipment or facilities, including other access centers, professional videographers, or personal video equipment. Such programs will be scheduled pursuant to, and must meet all programming rules and technical standards as described in, the PCTV Operating Rules and Procedures. Outside-submitted programs shall require a video wraparound.
7. Partisan and Campaign Event(s). Producers may record and submit for cablecast any public or non-public event or news interview program that includes or invites only candidates from one party, or supports or includes only certain candidates or ballot issues. It is the policy of PCTV not to produce or cover such events as bona fide news events.

III. Exemptions for PCTV-Produced Programming

The following programming, produced by PCTV as a public service and at its own discretion, is exempt from election season programming guidelines:

1. Bona-fide News Event(s). An event recorded for television coverage, where such coverage is in the public interest. Included in this category are bona fide news or news interview programs; on-the-spot coverage of a news event; and news documentary programs about a subject other than the candidate, where the appearance is incidental to that program. A bona fide news interview program is one where the candidate appears because of the newsworthy nature of his comments or participation, and not for some partisan purpose. To be categorized in this way, candidate appearances should not be selected for partisan purposes, but instead based on good-faith journalistic discretion.

2. Gavel-to-Gavel Coverage. The recording for television, and subsequent cablecasting, of a public meeting or event in its entirety, without editing for content. The event may contain any declared candidate(s), where their appearance is incidental to that program. Recording will only pause or cease when there is a recess, adjournment, or call to executive session that is motioned and accepted by the participants.

IV. Debates and Candidate Forums

During an election season, PCTV may cablecast election events, including candidate debates, interviews, and public forums on one or more of the access channels. The central mission of this policy is to deliver the greatest public service to viewers, while maintaining fairness, transparency, and integrity for all involved in the process. The policy below outlines how candidates, PCTV members, and the public should expect to interact with PCTV during this process. This policy is in effect and applicable for the entirety of the election season.

A. Election Event Types

Events described in this section may be public events, which are held in public venues and open to the public; or television-only events, which are invitation-only, solely for a television viewing audience, and provide no live public viewing.

1. Debate. A debate is a formal contest of argumentation in which two or more opposing sides or declared candidates defend and attack a given proposition(s) or viewpoint(s). PCTV will consider an event to be a debate when half plus one of the declared candidates in a race, rounded down to the nearest whole number, are present for the proceedings; or if there are only two declared candidates, then both must be present.
2. Forum. PCTV considers an event to be a forum when fewer than the required number of declared candidates is present for a planned debate, as defined above. When a forum is conducted, the declared candidates will split the allotted cablecast time evenly.
3. Interview. PCTV considers an event to be an interview when the program features only one of the declared candidates in a race. When an event is categorized as an interview rather than a forum or debate, the cablecast time may be reduced accordingly.

B. Participant Types

1. Debate Sponsor/Organizer. This participant is the individual or entity which organizes the debate or forum event. This person or group is responsible for choosing the venue, moderator, invitations of candidates or participants, question formulation, format, and all other matters pertaining to the content of the event.
2. Debate TV-Coverage Producer. This participant is the individual or entity responsible for the technical details of the televised coverage of the event. This will include facility reservation, arrangement of production crew, logistical details at the site, technical standards and quality,

and all other normal responsibilities a program producer would have, according to the PCTV Rules & Procedures.

3. Debate or Forum Participant. Describes the individuals who are taking part in the on-air proceedings of the event, and may include moderators, declared candidates, and proponents of positions on ballot questions and initiatives.

C. PCTV Involvement

1. PCTV may participate in any or all of the following roles:
 - a. Debate sponsor/organizer
 - b. Debate TV coverage producer of an event sponsored/organized by another organization
 - c. As a conduit for member-produced or outside-submitted programming.
2. PCTV staff shall not participate in an official capacity during paid company hours, as producer, crewperson, or other technical or advisory position which would be an advantage to any of the declared candidates or sides in a ballot question debate or forum. Staff can continue to perform other normal duties, however, such as engineering, technical assistance, training, and scheduling for such programs, as they would with other access programs.
3. Notwithstanding, the above does not pertain to PCTV-produced programming containing declared candidates, such as debates, forums, and candidate statement programs.

D. Types of Debates

PCTV identifies and categorizes election events into the following 'tiers' of programming. Each event will be defined by only one of the following tiers. The channel coordinator and/or Executive Director will determine how a particular event or program is defined, based on the facts presented:

1. **Tier-1: PCTV-Sponsored/Organized *AND* Produced.** Election events that are sponsored/organized in whole or in part by PCTV, and produced for local television coverage by PCTV.
2. **Tier-2: Outside Organization Sponsored/Organized with PCTV Production.** Election events that are sponsored/organized by outside organizations or entities, such as media outlets, civic organizations, Neighborhood Action Councils, and the League of Women Voters. These events are community events, where television coverage is requested by the Debate Sponsor/Organizer. At the discretion of PCTV, such coverage is produced for television and provided by PCTV as a bona fide news event, using facilities, production assets, and staff time as available.
3. **Tier-3: Outside Sponsored/Organized *AND* Member-Produced.** Election events that are sponsored/organized by outside organizations, and produced for television by any qualified producer at PCTV. This may include individuals, schools, government officials, non-profit or community organizations, and other such groups.

4. **Tier-4: Outside-Submitted.** Outside-submitted election events produced by other public access centers, television stations, media outlets, educational institutions, individuals, or any other entity not based in Pittsfield.

E. General Debate Programming Requirements

Applicable to all election event programming:

1. PCTV is under NO obligation to produce television coverage of any election event, and will do so at its own discretion and due to staff and facility scheduling.
2. PCTV reserves the right to determine which election events to sponsor or co-sponsor, and with which organizations it will partner to provide this public service. PCTV reserves the right to rescind any sponsorship/organizing agreements with partners, and also to cease televised coverage of an event.
3. Requests for PCTV involvement in election season programming events shall be submitted not less than two calendar weeks prior to the date of the event. Exceptions are considered at the discretion of the Executive Director.
4. PCTV holds the mechanical copyright to programs produced using PCTV equipment and facilities, meaning the program cannot be duplicated, or used in whole or in part without express written consent of PCTV.

F. Tier-Specific Requirements

In addition to the general election event programming requirements, these specific requirements and procedures related to each tier must be followed by organizers, program producers, and participants.

1. Tier-1: PCTV-Sponsored/Organized *AND* Produced
 - a. PCTV has a direct role in inviting candidates, choosing moderators and venues, choosing debate questions and formats, and deciding on scheduling. PCTV will cover the event gavel-to-gavel, in its entirety, and is responsible for all crew, technical and production details.
 - b. In the event that there are election event co-sponsors/organizers, each of these partners shall sign an agreement letter stating that they will abide by basic principles of fairness in organizing and conducting the event, and that the resulting television program will follow the PCTV Rules and Procedures. See Appendix for a sample of this document.
2. Tier-2: Outside Organization Sponsored/Organized with PCTV Production
 - a. PCTV has no direct role in inviting candidates, choosing moderators and venues, choosing questions and formats, or deciding on dates and candidate scheduling. PCTV is responsible for all crew, production assets, live feeds, and other technical details. PCTV is under no obligation to provide technical support for house sound or other logistics not related to the television coverage; however, these details may be worked out in advance by arrangement

- with the channel coordinator and/or executive director, at his/her discretion. PCTV will cover the event gavel-to-gavel, in its entirety.
- b. The election event sponsor/organizer shall sign an agreement letter stating that they will abide by basic principles of fairness in organizing and conducting the event, and that the resulting television program will follow the PCTV Rules and Procedures. See Appendix for a sample of this document.
 - c. PCTV reserves the right to run a disclaimer at the beginning and end, and/or throughout the body of the program, explaining that the coverage is a bona fide news event, not sponsored/organized by PCTV, and that the sponsor/organizer has certified and agreed to the basic principles of fairness to all candidates.
3. Tier-3: Outside Sponsored/Organized *AND* Member-Produced
- a. PCTV is NOT responsible for sponsorship/organizing, or the production details of these programs.
 - b. The producer is responsible for all production arrangements, including signing and submitting a producer agreement form; facility scheduling (if PCTV facilities are requested); having sufficient crew; arranging with channel coordinator for cablecast time; and all other requirements of producing a program on PCTV as detailed in the Rules & Procedures.
 - c. PCTV reserves the right to attach a disclaimer at the beginning, end, and/or throughout the body of the program, explaining that the program is a member-produced election event, not sponsored/organized by PCTV, and as such, PCTV makes no claims as to the fairness or neutrality of the content of the program.
4. Tier-4: Outside-Submitted
- a. PCTV is under no obligation to cablecast outside-submitted programs. The decision to cablecast such programs is solely that of PCTV staff.
 - b. Programs submitted must comply with all PCTV Rules & Procedures, as amended from time to time, including technical standards, programming policies, fundraising policies, and such.
 - c. PCTV reserves the right to attach a disclaimer at the beginning, end, and/or throughout the body of the program, explaining that the program is an outside-submitted election event, not sponsored/organized by PCTV, and as such, PCTV makes no claims as to the fairness or neutrality of the content of the program.
 - d. At the discretion of the channel coordinator and/or executive director, election events produced outside of Pittsfield and submitted by individuals or candidates themselves may require a program 'wrap-around' recorded by a Pittsfield resident, as required in the 'Procedure for Obtaining Cablecast Time: Outside Submitted Programs' section of this policy.

V. Violations

Violation of any election season programming policies may result in sanctions detailed in the Programming section, 'Violations of Programming Policy.'

UNDERWRITING OF PROGRAMS

I. Overview

Per the franchise agreement signed by the City of Pittsfield with Charter (Spectrum) Cable, programming on the channels of PCTV are non-commercial in nature. From the Cable Television Franchise dated October 1, 2014:

1.2 "Access" or "Access Cablecasting". Cablecasting on the Cable System's access channels for the following purposes: (i) non-commercial and nondiscriminatory use by the public; (ii) carriage of non-commercial educational programs or information from local schools; and (iii) use for non-commercial local governmental purposes.

1.3 "Access Channel(s)" or "PEG Access Channels". A video channel(s) which the Company shall make available to the City of Pittsfield, without charge, for the purpose of transmitting non-commercial access cablecasting programming by/for members of the public, City departments, boards and agencies, public schools, educational institutional, non-profit and similar organizations.

18.2 Use of PEG Access Channels. Use of PEG Access Channels shall be subject to such rules as Grantor, or its designee(s), may adopt. Access Channels may not be used to provide commercial services or for any commercial purposes, provided, however, that the Grantor or its designee may cablecast acknowledgements of funding sources and the underwriting of programming costs. There shall be no charge by Company for the use of the PEG Access Channels.

While commercial advertising is not allowed on any PEG access channels operated by PCTV, support for programming and operations is acceptable under these guidelines. This means of support is sponsorship, which typically comes in the form of underwriting acknowledgments.

II. Underwriting Requirements

Underwriting acknowledgments placed on the channels, in service to the furtherance of the mission of PCTV, are intended as support for the entire organization. While donors may desire to support a particular program, all funding and support must be directed to the organization.

1. Types of Support: Two types of support can be acknowledged on the PEG access channels: monetary contributions and in-kind contributions. Monetary contributions are those completed with a financial transaction between the donor and PCTV, while in-kind contributions may take the form of donated goods, services or labor.

2. Monetary Contributions: Agreements of monetary underwriting must be made directly between the underwriter and PCTV, using an underwriting agreement form, arranged by the appropriate staff member, and approved by the executive director. The underwriting agreement shall contain all terms of the arrangement, including the amount of sponsorship, underwriting copy to be used, length of underwriting spots, and the frequency and term of the agreement. All underwriting efforts must be authorized and coordinated by the Coordinator of Advancement and Community Production. Members are prohibited from soliciting businesses or individuals on behalf of PCTV or their shows without prior consent from PCTV staff.
 - a. Use of Funds: Monetary contributions are designated for the general support of PCTV as an organization. Support for individual programs will be distributed, in part, to a specific program producer by PCTV in certain circumstances, as approved by PCTV staff.
3. In-kind Contributions: In-kind donations, such as set materials or food items, directed toward a specific producer or program must be executed using an underwriting agreement form. A copy of this form must be attached to the program producer agreement. This procedure must be followed prior to any acknowledgements being attached to a program that airs. Contributions of this kind must directly benefit the production of a program aired on PCTV. Failure to comply with these guidelines could result in the loss of the producer's member privileges.

III. Execution

1. Acceptable Language and Images: Underwriting acknowledgments attached to programs cablecast on channels operated by PCTV generally adhere to the "PBS Style" -- that is, audio: up to thirty seconds, consisting of a factual two- or three-sentence tag indicating that support for the program, financial or otherwise, has been given by the individual or corporation; video: a character-generated message, still frame, or moving video stating the name of the individual or corporation, accompanied by an established company slogan, and either a telephone number or a website address.
2. Prohibited Language: Underwriting acknowledgments, in order to avoid commercialism, shall not contain any of the following:
 - a. Prices: statements that include the dollar-value prices the sponsor charges for items and services, and includes the term "free." This would include fundraiser ticket prices, sale prices of products or services, "buy one get one free," etc.
 - b. Comparative Statements: this language is subjective, cannot be proven, and encourages the viewer or listener to compare the quality of the product to other vendors. Language would include "The best pizza in all of Pittsfield" / "Better than the competition" / "Fastest service in town."
 - c. Calls to Action: these statements prompt the viewer or listener to take action, and include language similar to: "Come on down to our place" / "Call us today" / "Buy stuff from us"

3. Placement of Acknowledgments: PCTV reserves the right to place underwriting acknowledgements at the beginning, end, and in the body of programming, and in interstitial areas between programming, as deemed appropriate by staff. PCTV makes decisions about which programs will contain such acknowledgements.
4. Right of Refusal: PCTV reserves the right to deny accepting or airing underwriting acknowledgements that are discriminatory in nature, violate other PCTV rules or procedures, or for any other reason.
5. Audit of Documents: PCTV reserves the right to audit any or all documents related to underwriting of a program produced and/or cablecast on any access channel operated by PCTV.

GRANTS

1. As a Massachusetts charitable corporation, recognized by the Internal Revenue Service under section 501(c)(3), and in furtherance of its mission, PCTV may apply for and accept grants from a variety of sources, including governmental entities, foundations, financial institutions, and other sources.
2. Further, PCTV may partner with other nonprofit organizations on grant applications, and act as a fiduciary agent for organizations not otherwise qualified to accept or manage grants.
3. All grants to be accepted or managed by PCTV shall be approved by the Executive Director.
4. Members and member organizations of PCTV who accept funding from a grant specifically designed or intended to utilize PCTV facilities and/or staff time must first clear this activity with the Executive Director. Such use should be envisioned during the grant writing process (not as an afterthought), with the value of PCTV and its facilities being a significant consideration in the grant proposal.
5. PCTV reserves the right to accept a pre-agreed amount of all disclosed financial grants or donations to cover administrative costs.

FUNDRAISING EVENTS

1. PCTV may, from time to time, conduct fundraising events for the purpose of supporting the mission of the organization. These may include televised and non-televised events.
2. Members are not allowed to conduct fundraising events on behalf of or as representing PCTV without authorization of the organization.

FACILITY USE FOR NON-PEG ACCESS PRODUCTIONS

I. Overview

1. Use of facilities owned and operated by PCTV is primarily for the purpose of producing programming intended for cablecast on the access channels operated by the organization. Other uses may be considered as a means to further the mission of the organization, as a means of advancement and fundraising, and for other reasons. These uses may take the form of facility rental or production services, and these clients will enter into appropriate agreements with PCTV to do so, as described in this section.
2. Rentals and production services will be available when balanced against the needs of the members and the demand for community productions. PCTV makes no guarantees as to the availability of any particular facility or staff, prior to entering into a contract. PCTV reserves the right to decide whether to make facilities available for rental or production services; there is no inherent right for individuals to be able to use PCTV facilities in this manner.

II. Facility Rentals

Facility rentals involve the use of PCTV facilities on a paid basis by individuals trained and competent in the use of the facility. Clients shall sign a rental agreement based on current rates published on the rate card. PCTV staff time may or may not be a part of this agreement.

The following expectations on facility rental clients include the following:

1. Rental Agreement. Rental clients will be required to sign a rental agreement, which details the terms of use of such facilities.
2. Rate Card: The rate card details all costs associated with the rental of facilities, services, and supplies at PCTV. The current rate card is available at the offices of PCTV upon request, and is subject to change.
3. PCTV Staff Involvement. Rental of certain facilities require the presence of PCTV staff, and must be arranged in advance as part of the rental agreement. In situations where staff are not required, staff time and assistance may be made available. Additional charges may apply for staff time and/or overtime.
4. Training. Clients that require training on facilities may arrange for that training for themselves and their crew through PCTV staff. Additional costs for training will be applied to the rental agreement.

5. Condition of Facilities: Rental clients are expected to exercise care in the use and upkeep of the equipment being rented. Rental clients are expected to pay for the repair and/or replacement of any rented equipment that is returned in a damaged condition or is lost or stolen during the course of a rental agreement, and to accept all liability for damage to property or personal injury caused by the client and/or their associates during a facility rental.
6. Payment: Rental clients will be expected to tender a deposit to secure the rental agreement, with the balance due per the terms included in the rental agreement. In addition, a refundable security deposit will be required upon rental of certain high-value facilities, as per the rental agreement.
7. Termination: PCTV retains the right to terminate any and all rental agreements at any time, and to ask for the immediate return of equipment being rented.

III. Production Services

Production services involve the facilities, staff and members of PCTV in the role of a video production house. All facilities and production professionals are arranged by PCTV and approved by the Executive Director, as agreed to with the client in a custom production services agreement. The end result of this agreement is often a deliverable, which could take the form of physical or digital assets.

1. Alternative to Traditional PEG Production: Production Services is offered as an option for members who prefer not to go through the normal PEG access training and production regimen.
2. Paid Service: PCTV offers Production Services for payment, in consultation with potential clients.
3. Production Services Agreement: The details of all Production Services jobs will be agreed upon between PCTV and client using a custom Production Services Agreement. All such agreements will be finalized and signed prior to the commencement of the services to be rendered. The authorized signatories will be the client's representative and the PCTV Executive Director.
4. No Requirement to Cablecast: As a paid service, programming created through Production Services jobs is not required to be aired on PEG access channels; however, it may be cablecast upon request, at the discretion of the appropriate access coordinator, if it otherwise meets programming requirements of that channel.
5. Right of Selection and Refusal: PCTV reserves the right to decline Production Services jobs, and are under no obligation to accept them. PCTV shall determine whether any proposed Production Services job fits the best interests of the organization, based on mission, staff availability, and balance of facility use for members. Further, PCTV retains the right to refuse any Production Services jobs that are discriminatory in nature, violate other PCTV rules or procedures, or for any other reason.

6. Facility Selection: PCTV shall solely determine which specific equipment and facilities to reserve and utilize to complete the Production Services agreement.
7. Termination: PCTV reserves the right to terminate a Production Services Agreement at any time if it is discovered that the production is in violation of any of these tenets, or for other reasons including failure of the client to complete payment.

VIOLATIONS OF POLICY

I. Overview

1. PCTV reserves the right to revoke privileges of members who violate the rules and procedures contained in this manual. Depending on the nature and severity of the violation, such revocation may include loss of privileges to use PCTV facilities and attend training workshops; expulsion from the facility; or loss of other privileges.
2. Immediate Action: Under extreme circumstances, PCTV staff reserves the right to immediately suspend or revoke membership privileges, and/or expel a member (or any person) from the facility. These circumstances may include, but are not limited to, the following: flagrant violations of policy; theft or criminal acts; overt or implied violent or threatening behavior, willful damage of property; malicious and wanton destruction.

II. Notification

A member will be notified of a violation of these rules and procedures by the Executive Director, or the Executive Director's designee, in the following manner:

1. Verbal Warning: Upon first offense, the member will be informed that they have violated a policy contained in this manual, be shown exactly which policy was violated, asked to correct the problem, and warned not to violate the policy again.
2. Written Warning: Upon second offense, the member will be delivered a written warning, detailing both the current violation and previous violation(s), and detailing the section(s) of this manual where the violation(s) occurred. The member will be warned in writing that this will be the last warning given before revocation of privileges occurs.
3. Revocation of Privileges: After all warnings have been given and/or delivered, and the member continues to violate rules and procedures contained in this manual, the Executive Director may choose to revoke some or all of the member's privileges at PCTV, and may choose to take further legal action for full recovery and restitution for any losses suffered by PCTV.

II. Rights of Due Process

Members have a right under this Operating Rules and Procedures manual to contest any decision by PCTV Staff which results in a revocation of membership privileges (for the details of this procedure, see section, "Policy Complaint Procedure").

POLICY COMPLAINT PROCEDURE

To protect due process rights of individuals, any action by the Executive Director or Access Channel Coordinator can be appealed in the following fashion:

1. **Meeting:** The member may request a meeting, in writing, with the Executive Director. Letters should be addressed to: Executive Director, PCTV, 4 Federico Drive Suite 2, Pittsfield MA 01201. The Executive Director will meet with the member and appropriate PCTV staff persons to work toward an appropriate solution.
2. **Operations & Policies Hearing:** If after meeting described in step 1 listed above, the complaint is not resolved to the satisfaction of the member, the member may request a hearing, in writing, with the Operations and Policies Committee of the PCTV Board of Directors. Letters should be addressed to: Chair, PCTV Operations and Policies Committee, 4 Federico Drive Suite 2, Pittsfield MA 01201. The Committee will set a mutually agreeable time for a hearing, which will include a quorum of the committee, the member, the PCTV Executive Director and other concerned parties.
3. **Full Board Hearing:** If the complaint is not resolved to the satisfaction of the member using steps 1 and 2 listed above, the member may request a hearing, in writing, with the full PCTV Board of Directors, at their next regular meeting. Letters should be addressed to: President, PCTV Board of Directors, 4 Federico Drive Suite 2, Pittsfield MA 01201. If the Board of Directors decides by simple majority to uphold the decision(s) of the PCTV staff, the member in question may not ask the Board of Directors to review this case again for a period of one (1) year.