

# BRONXNET OPERATING RULES AND PROCEDURES MANUAL

Revised 6/2002

## I. INTRODUCTION

### A. Goals and Objectives

BRONXNET administers and manages four community access cable T.V. channels. BRONXNET produces programs and facilitates and assists the community in producing and cablecasting programs for, by and about the Bronx.

Use of BRONXNET channels and facilities is available on a first come, first served basis within the parameters of over-all composition and flow, consideration of audience building, constraints of schedule building with regard to series, and special events, the goal to create diversity in programming. USE OF BRONXNET'S, STUDIO, EDIT FACILITIES AND FIELD EQUIPMENT IS FREE OF CHARGE TO CERTIFIED ACCESS USERS. USE OF BRONXNET'S CHANNELS IS FREE OF CHARGE TO ANY BRONX RESIDENT.

Time on the public access channels is available free of charge. Channel users may not require compensation from individuals or organizations in exchange for appearing on a public access channel. Furthermore, channel time may not be bartered or sold.

### B. Location and Hours of Operation

BRONXNET is located on the Campus of Lehman College, 250 Bedford Park Boulevard West, Bronx, NY 10468. Our phone number is (718) 960-1180 and Fax number (718) 960-8354.

Normal Business Hours	9am-5pm Monday – Friday
Studio Hours	9am-11pm Monday – Saturday 3pm – 11pm Sunday
Edit Rooms	9am – 11pm Monday – Saturday 3pm – 11pm Sunday
	<u>Pick up and drop off of field equipment</u>
	10am – 9pm Monday – Saturday 3pm – 9pm Sunday
Tape drop off hours	10 am –7pm Monday – Saturday NO TAPE DROP-OFF- Sunday
Dubbing	Book in two hour sessions

**C. Description of Available Equipment**

**(One) Three Camera Studio utilizing Beta SP, DVC Pro/DV and/or Hi8 Formats. Reservations are made in two or three-hour blocks.**

**(Three) Hi-8 Format ENG Camera setups. Reservations are generally made in 24-hour blocks.**

**(Four) DVC Pro digital cameras. Reservations are generally made in 24-hour blocks.**

**(Three) Offline edit rooms with graphics. Reservations are made in two or three-hour blocks.**

**(One) Hi-8 to Beta SP or Beta SP to Beta SP edit room.**

**(Two) Hi-8 to Beta SP or DVC Pro to Beta SP edit room.**

**D. Who is eligible to use BRONXNET?**

**1. You are eligible if you are a legal bona-fide Bronx resident, 18 years of age or older, with a legal bona-fide Bronx mailing address (A box number is not acceptable). You must be able to verify your residency. Acceptable forms of proof of residency:**

- Current NYS photo driver's license with current address**
- Current NYS photo non-driver ID card with current address**
- A recent utility bill in the applicant's name with current address**
- A recent bank statement with the applicant's name and current address.**
- A school transcript.**

**2. You are eligible if you are a staff member of a non-profit organization operating in the Borough of the Bronx that serves the Bronx residents. Upon request applicants must provide a letter on company letterhead authorizing them to produce the program on behalf of that organization, as well as evidence of non-profit status such as a 501(c)(3) IRS determination letter.**

**3. Bronxnet reserves the right to evaluate special cases regarding age and residency requirements.**

## **II. USE OF ACCESS EQUIPMENT AND FACILITIES**

### **A. There are four steps you must go through before being able to use BRONXNET'S facilities.**

They are as follows:

- 1. Register for training classes for an area you would like to use (field and/or studio production). Only the individuals eligible for certification may register for Bronxnet Training Classes.**
- 2. Take a field and/or studio class.**
- 3. Certification will be granted only upon successful completion of classes.**
- 4. Submit a program application for processing by the Public Access Programming Department.**

### **B. The producer is responsible for the following:**

- Submission of new programming consistent with use of resources.**
- Safe, proper use and care of field equipment or studio facilities while signed out to them.**
- Financial responsibilities for all field equipment, studio facilities and edit facilities and replacement or repair (at Bronxnet's discretion) while signed out to them.**
- Damage or theft of field equipment, studio facilities and edit facilities.**
- Eating and drinking are prohibited except in designated areas.**
- In accordance with NYC health regulations, smoking is prohibited in all areas.**
- While on Bronxnet premises, access users must comply with rules and regulations of Lehman College.**
- The use of Bronxnet's resources for the exclusive purpose of producing public access programming.**
- To continue program to completion for cablecast as a result of use of field equipment, studio facilities and edit facilities.**
- No minors under the age of 16 years of age are permitted on BRONXNET premises unless they are participants on specific programs and in all cases must be accompanied by an adult at all times.**

### **C. Equipment Reservation and Cancellation Procedures**

- 1. All certified producers must submit a program application and have it processed by the Public Access Program Manager prior to making reservations.**
- 2. Appropriately, Certified Access Producers can book equipment, studio, and edit time in two ways:**
  - Reservations (during the month) must be made at least a day prior to reservation time with the Engineering Department.**
  - Advanced reservations: (for the next month).**

**10 – studio, field camera and editing room sessions per season for a weekly series**  
**5 – studio, field camera and editing room sessions per season for a bi-weekly series.**  
**3 – studio, field camera and editing room sessions per season for a monthly series.**

According to the current reservation schedule, reservations can be made by phone or in person. All reservations will be taken on a first-come, first-serve basis. Producers will not be able to book studio, field, or edit time if they have not been certified in the appropriate type of production. Certifications are given upon completion of the training classes. Producers may add additional certified producers as crewmembers who can also sign out equipment, studio and edit facilities. This time is credited to the original producer's project. Permission for a crewmember to use a producer's reserved time must be made in writing 24 hours prior to scheduled pick-up or use of any Bronxnet resources. This change will be charged to the original producer's project.

All cancellations must be made a minimum of 48 hours in advance of the reservation time without penalty, otherwise your unused reserved time will be charged against your allotted production time. As a courtesy to other users, please give as much notice of cancellation as possible.

Producers must present a valid Bronxnet ID card upon check out of equipment, studio or edit rooms. While on Lehman College property, producers with field equipment must present upon request a valid Bronxnet ID card to Lehman College public safety offices or other designated security personal. Failure to do so may result in criminal trespass charges by Lehman College Public Safety.

Resources not signed out within 1 hour of reserved time are subject to cancellation. Plan on spending at least 30 minutes to check out or check in equipment. It is to your advantage to thoroughly inspect all items on your list since you will be held responsible for any damages. Upon your inspection, if you notice any damage to the equipment please bring this to BRONXNETS personnel's attention so that we may make a note of this on the check-out form or replace the item if necessary.

Late return of equipment or failure to vacate an edit room or studio on time will subject the producer to suspension of privileges.

**D. Allotment of resources for series programs**

It is Bronxnet's intent to allow certified access producers to use equipment and facilities in return for programs to be cablecast on Bronxnet channels. If it is determined that Bronxnet facilities and equipment are being used for non-access purposes, Bronxnet will cancel all future reservations and program airtime of the offending producer.

All certified access producers are allotted the following amount of resource time for each program episode:

Studio	2 or 3 hour block
Field Equipment	Maximum of 24 hours from <u>scheduled</u> pick-up per episode
Editing	One, two, or three hour blocks per episode

**E. Behavior while using Bronxnet's facilities**

- While utilizing Bronxnet facilities, no producer may present himself or herself as an employee or agent of Bronxnet. Programs are independent productions, which are aired or distributed over Bronxnet Administered channels. Such misrepresentation constitutes a major violation of Bronxnet's policy and exposes the producer to potential criminal liability.
- While utilizing Bronxnet's studio's or editing facilities, or while waiting to utilize facilities, producers and guests are expected to conduct themselves in a courteous and professional manner. Proper courtesy must be given to other producers as well as Bronxnet staff. Failure to do so will result in a suspension or revocation of facility use privileges.
- Due to limited waiting area, producers and guest utilizing Bronxnet studios and edit rooms should arrive no more than 10 minutes prior to their scheduled time and should leave the premises promptly after completion of their production time.
- Loitering on Bronxnet or Lehman College property or any violation of policies or regulations of Lehman College is prohibited.

### **III. CONTENT RESTRICTION**

**Bronxnet does not censor any program material. Bronxnet's only obligation is to insure that all appropriate laws are respected regarding programs shown on all access channels.**

- A. Presentation of the following material on Bronxnet channels is prohibited:**
- 1. Advertising material designed to promote the sale of commercial products, which wholly or in part depicts, demonstrates or discuss products, services or businesses with intent or substantial effect of benefiting or enhancing a profit-making enterprise.**
  - 2. Any material, which identifies any product, services trademarks or brand name on the program other than acknowledgement of underwriting support.**
  - 3. The direct solicitation or appeals for funds or other things of value for any and all purposes.**
  - 4. Political endorsements or advertising by or on behalf of candidates for public office.**
  - 5. Obscene Materials.**
  - 6. Any programming which constitutes or promotes any lottery or gambling enterprise in a manner which is in violation of trademark or copyright, or which may violate any local, state or federal law.**
  - 7. Materials that constitute libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which may violate any local, state or federal law.**
  - 8. Material, which has reasonable probability of creating an immediate danger or damage to property or injury to persons, or of creating a public nuisance.**
  - 9. Material or programming which has a reasonable probability of causing the substantial obstruction of law enforcement or other governmental functions or services.**

**All program rights belong exclusively to the producer of the program with the following exception: the rights to sell or distribute programs produced with Bronxnet facilities or equipment. If a program is sold, Bronxnet has a right to recoup the costs of use of facilities and equipment based on current market rates. Bronxnet must approve the sale or free distribution of any program produced with Bronxnet equipment.**

**B. Programming Policy Regarding Pre-Produced Music Videos**

Bronxnet will permit the airing of programs CONTAINING music videos providing the following is true.

- No more than 50% of the program content consists of music videos;
- No record label or information other than the artist, song title and album title can be identified during the program (either visually or audibly)
- At no time can the marketing of CDs, videos or other related materials be included in the programming (i.e. where CDs may be purchased, purchase price, concert ticket prices or sales locations, etc.).
  1. Locally produced music videos (produced independently, in the Bronx) will continue to be accepted without limitations;
  2. As with all programming submitted, the access producer must certify that they have all rights and permissions necessary to air the programming, and such proof must be submitted upon demand;
  3. In order to insure proper access to airtime, Bronxnet reserves the right to limit the amount of programming containing music videos, each season.

**IV. PROGRAM STANDARDS**

**A. Programs to be cablecast on Bronxnet channels must meet minimum technical standards.**

1. All tapes must be submitted on ¾" U-Matic or Beta SP formats.
2. All tapes must have a Bronxnet tape label on it (except for the first episode).
3. No program may contain footage originally shot on standard VHS.
4. Only one program per tape.
5. Audio must be playable and audible. Channel one must be available at the head for automation equipment cueing and toning.
6. Control track must be continuous from the beginning of the tape throughout the entire program.
7. Video must register between 7.5 and 100 IRE on a waveform monitor.
8. Chrominance shall not exceed 80% on a waveform monitor.
9. Sync and blanking portions of the video shall be RS170 standard.
10. Tape shall contain no physical splices or damage.
11. Tape must be of good quality, with no damage or excessive dropout (no more than 5 per minute).
12. Time base stability must be sufficient to pass through Bronxnet processing equipment.
13. Tapes must be properly labeled with program title, program length in minutes and seconds, name of producer. In addition, a Bronxnet supplied label must be placed on the spine of the case, and front of the cassette. This label will contain information needed by the tape operator for proper playback of programs.
14. Tapes must be submitted to Bronxnet with sufficient time for prepping (48 hours in advance). Tapes not submitted 48 hours in advance will be played at the discretion of the playback operator.

**15. Tape content must be as follows:**

- 60 seconds color bars
- 30 seconds sync black
- Program material with complete slate
- Color sync black following end of program until end of tape

**16. All videotaped and/or live programming cablecast on the Bronxnet channels must clearly identify the producer. Programs produced with Bronxnet equipment or facilities must carry the following credit line at the conclusion of each program, "Produced through the facilities of Bronx Community Cable Programming Corporation".**

- B. Excluding live call-in programs where a number identified for viewer calls, No program can include visual or audible phone numbers or e-mail addresses except to identify the producer at the end of the program. The name and address of the producer of the program airing on Bronxnet must be included in the program credits.**

## **V. UNDERWRITER GUIDELINES**

- 1. Underwriter credits will be listed only at the beginning and closing of the program:**
  - "Funding for the program provided in part by...."
  - "This program is underwritten by...."
  - "Sets, wardrobe and etc. provided by..."
- 2. Voice over is acceptable as long as it follows the guidelines.**
- 3. Underwriter's graphic or animation is limited to 10 seconds.**
- 4. Whenever Bronxnet facilities or equipment are used to produce a program, Bronxnet may require reimbursement of up to 20% of underwriter's fees for facilities usage**
- 5. Support within any program shall not make use of the word "sponsor".**

## **VI. RESPONSIBILITY**

- 1. Users of Bronxnet channels are fully responsible and liable for all program material cablecast within their programs.**
- 2. Producers will be required to complete in full and sign a Channel User Contract acknowledging their knowledge and responsibility for the total program content.**
- 3. Producers are responsible for all copyright clearances; talent releases, other clearances, rights or licenses involved in their programming.**
- 4. Producers are responsible for any misrepresentations arising from their programming or production activity.**
- 5. Producers must have a signed Statement of Compliance on file at Bronxnet guaranteeing to indemnify and hold harmless Bronxnet, its Directors, Officers, Employees and its Agents, in claims of libel, slander, invasion of privacy or public rights, unauthorized use of copyright material, or noncompliance with any**

applicable local, state or federal law.

## **VII. VIOLATIONS**

Violations of Bronxnet's program content policies and rules, or breach of the Statement of Compliance may subject the user to immediate forfeiture of the privilege of using Bronxnet channels, equipment and facilities.

Please note: Bronxnet is not under any obligation to air a program more than once.

### **MAJOR OFFENSES**

- A. In accordance with the Rules and Procedures, the following offenses may result in immediate suspension of all Bronxnet privileges, or in some cases criminal prosecution.**
- 1. Abusive behavior towards Bronxnet staff, producers, or visitors**
  - 2. Misuse or abuse of Bronxnet equipment or facilities.**
  - 3. Theft or vandalism of the property of Bronxnet or of any Bronxnet staff, producer or visitor.**
  - 4. Making false or misleading statements on any Bronxnet document.**
  - 5. Use of Bronxnet equipment or facilities for commercial or profit making purposes.**
  - 6. Use of Bronxnet equipment or facilities for any purpose other than cablecast on Bronxnet.**
  - 7. Chronic and willful disregard for Bronxnet Rules and Procedures.**
  - 8. Violation of any regulations of CUNY or Lehman College.**
- B. Access Producers may appeal sanctions in the following manner:**
- 1. When disputes or disagreements with decisions and rulings of Bronxnet occur, the complainant will request in writing, within two weeks of the dispute, an appointment with the Executive Director to discuss the matter. The Executive Director will schedule an appointment within one week upon receipt of the written request. A decision will be communicated in writing within one week of the meeting.**
  - 2. If the decision of the Executive Director is unacceptable, a written appeal may be filed with the Chair of the Bronx Community Cable Programming Corporation's Board of Directors. The chair of the Board reserves the right to convene a hearing before a panel of the Board at his or her discretion. The decision of the chair or the panel is final.**

**BRONXNET**

*Bronx Community Cable Programming Corporation*

**PROGRAM SYPNOPSIS**

Name \_\_\_\_\_

Address \_\_\_\_\_ **Bronx, NY 104** \_\_\_\_\_  
Street

Telephone No. DAY \_\_\_\_\_ EVENING \_\_\_\_\_

Email Address: \_\_\_\_\_

**ORGANIZATION (if applicable)**

\_\_\_\_\_

THE INFORMATION REQUESTED HEREIN WILL ENABLE BRONXNET TO DETERMINE WHAT CATEGORY YOUR PROGRAMMING FITS INTO FOR AUDIENCE DEVELOPMENT PURPOSES. NOTE: ALL VIDEOTAPES MUST MEET TECHNICAL STANDARDS FOR CABLECASTING. TAPES MUST BE EITHER UMATIC 3/4" OR BETA-SP FORMAT. NO VHS TAPES ARE ACCEPTED. TAPE DUBED FROM VHS ARE NOT ACCEPTED.

1. TITLE OF PROGRAM \_\_\_\_\_

2. PROGRAM LENGTH \_\_\_\_\_

3. IS PROGRAM PART OF A SERIES (CIRCLE ONE) YES OR NO

4. FREQUENCY OF SERIES (CIRCLE ONE) DAILY, WEEKLY, 2X MONTH, MONTHLY

5. DESCRIPTION OF PROGRAM \_\_\_\_\_

\_\_\_\_\_

6. ARE THERE ANY COPYRIGHTED MATERIALS INCLUDED IN YOUR PROGRAM?

\_\_\_\_\_

\_\_\_\_\_

7. DO YOU HAVE WRITTEN PERMISSION TO USE ALL MATERIAL, INCLUDING MUSIC RIGHTS FOR CABLECAST? \_\_\_\_\_

\_\_\_\_\_

8. IS YOUR PROGRAM AIMED AT ANY PARTICULAR AUDIENCE?



**BRONXNET**  
**BRONX COMMUNITY CABLE PROGRAMMING CORPORATION**

**CHANNEL USER CONTRACT**

The Applicant (herein-after referred to (“Channel User”)) executes this agreement as consideration for using The Bronx Community Cable Programming Corporation, (herein-after referred to as BRONXNET) public access channels.

The Channel User, as soon as he/she learns of a claim or legal action against BRONXNET or the cable operator in the Borough of the Bronx arising out of its indemnity, agrees to immediately notify BRONXNET of this claim or action and will defend all actions to which its indemnity applies and conduct its defense through his/her own attorney at his/her own expense and to use its attorney, and in this event, the Channel User agrees that it will direct his/her attorney to cooperate with BRONXNET.

The Channel User individually and, if applicable, on behalf of all members of the organization of which the Channel User is a member releases BRONXNET and it’s successors and assigns from all legal actions, claims, and demands, including any claim which arises as a result of the Channel User’s or, if applicable, the Channel User’s organization appearance on BRONXNET public access channels or the production of any material in connection with its appearance that the Channel User of it’s organization ever had, or may have against BRONXNET.

BRONXNET’s responsibility for loss or damage to Channel User’s tape while in BRONXNET possession (reasonable wear and tear expected) is limited to the replacement of tape in equal physical amount as furnished by The Channel User to BRONXNET.

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

ADDRESS \_\_\_\_\_ Bronx, NY 104\_\_\_\_\_  
STREET

TELEPHONE NO. DAY - \_\_\_\_\_ EVENING \_\_\_\_\_

ORGANIZATION (if applicable) \_\_\_\_\_

NAME OF PROGRAM OR  
SERIES \_\_\_\_\_

