

**LARCHMONT - MAMARONECK COMMUNITY
TELEVISION, INC.
POLICIES AND PROCEDURES**

Revised January 2020

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POLICY AND NUMBER

- PART 1: Implementation of First-Come, First-Served Mandate
- PART 2: Producer Eligibility
- PART 3: Certification
- PART 4: Portable Equipment Usage
- PART 5: Edit Equipment Usage
- PART 6: Studio Usage
- PART 7: User Sanctions:
- PART 8: Program Content
- PART 9: Program Scheduling
- PART 10: Modifying Policies and Procedures
- PART 11: Exceptions
- PART 12: Political Programming
- PART 13: Amendments

Part 1 – IMPLEMENTATION OF FIRST-COME, FIRST-SERVED MANDATE

GENERAL

POLICY

RESERVATION OF EQUIPMENT OR FACILITIES

ACCESS TO TRAINING

RESERVATION OF CHANNEL SPACE

ACCESS TO COMMUNITY BULLETIN BOARD

Part 2 - PRODUCER ELIGIBILITY

POLICY

RESIDENCY

AGE

PRODUCER'S AGREEMENT AND VERIFICATION

CERTIFICATION

Part 3 - CERTIFICATION

GENERAL

POLICY

ORIENTATION

PRODUCTION PLANNING

TRAINING

FULL CERTIFICATION

SUBSTITUTIONS FOR TRAINING

Part 4 - PORTABLE EQUIPMENT

POLICY

GENERAL

RESERVATION

CHECK-OUT

CHECK-IN

CANCELLATION

LATE RETURNS

RESPONSIBILITY OF THE PRODUCER

VIDEOTAPE POLICIES

Part 5 - EDIT EQUIPMENT USAGE

POLICY

GENERAL

EDIT PREPARATION

EDIT RESERVATION

EDIT SESSION

CANCELLATIONS

Part 6 - STUDIO USE

POLICY

GENERAL

RESERVATION RULES

STUDIO USE

Part 7 - USER SANCTIONS

POLICY

REQUIREMENT TO LEAVE LMC PREMISES

MAJOR OFFENSES

DISCIPLINARY ACTION FOR MAJOR OFFENSES

MINOR OFFENSES

DISCIPLINARY ACTION FOR MINOR OFFENSES

Part 8 - PROGRAM CONTENT

GENERAL

POLICY

LIABILITY

PROGRAM CONTENT

COPYRIGHT

DISTRIBUTION

PROGRAM SUPPORT POLICY

Part 9 - PROGRAM SCHEDULING

POLICY

REQUESTS FOR CHANNEL SPACE

PROGRAM TECHNICAL STANDARDS

AUTHORSHIP/ORINATION

PROGRAMS NOT PRODUCED THROUGH LMC FACILITIES

LIVE PROGRAMMING

COMMUNITY BILLBOARD

NOTIFICATION

SCHEDULING PRIORITIES

Part 10 - MODIFYING POLICIES AND PROCEDURES

GENERAL

POLICY

Part 11 - EXCEPTIONS

GENERAL

POLICY

Part 12 - POLICY FOR POLITICAL PROGRAMMING

INTRODUCTION

DEFINITIONS

POLICY GUIDELINES

ADDITIONAL POLICIES

Part 1 – IMPLEMENTATION OF FIRST-COME, FIRST-SERVED MANDATE

GENERAL

1.0 The mandate calls for LMC Media to make training facilities, equipment and channel space available on an open, non-discriminatory basis to residents of Larchmont and Mamaroneck. The day-to-day operations of LMC Media require clarification of this mandate and consistent guidelines for implementation.

POLICY

2.0 The goal of all LMC Media activities shall be (a) to maximize the use of all of LMC Media limited resources, and (b) to encourage the broadest possible diversity of use and programming by the community. LMC Media, at its discretion, may impose reasonable limitations and direct training, outreach and channel scheduling in such a way as to assure fair access by all and maximum utilization of LMC Media resources.

2.1 No producer may charge a fee as a condition for appearing on his/her show.

RESERVATION OF EQUIPMENT OR FACILITIES

3.0 Equipment or facilities may be requested by the producer beginning on the first day of the month for that month and the month following, electronic contact via online form or email, in person or by phone.

3.2 Time blocks allowed for **equipment reservations will be as follows:**

- (a) Portable equipment — 48 hours except over weekends, holidays or such other times as LMC Media offices are not open;
- (b) Non-linear edit systems - time blocks will be arranged with the producer by the booking staff member at the time of project approval (see Part 5, Section 2.3 below).
- (c) Studio facilities — 2 hours maximum unless special conditions or arrangements have been approved by LMC Media staff;

- 3.3 Each user or group is limited to use as outlined in membership guide
- 3.4 Portable equipment is normally reserved per (1) camera, unless specific request by user, and authorization by LMC Media on-duty supervisory staff is given.
- 3.5 Priorities for equipment use are subject to pre-emption by the decision of the Executive Director
- 3.6 Exceptions to these guidelines must be approved by the Executive Director. Consideration will be given to written proposals for exceptions stating overall project goals, special circumstances and exceptions requested.

ACCESS TO TRAINING

- 4.0 LMC Media will provide training to residents of Larchmont and Mamaroneck on a first-come, first-served basis, and will concurrently seek to encourage, through staff outreach efforts, the broadest possible mix of participation in public access activities.
- 4.1 Regular training dates established monthly for use of equipment.

RESERVATION OF CHANNEL SPACE

- 5.0 Channel space for live or pre-recorded programs must be requested through the LMC Media programming staff member two weeks in advance or at commencement of production
- 5.1 LMC Media retains the right to schedule programming playback at times of its discretion. Every effort will be made to accommodate producers' preferred time-slot.
- 5.2 The Executive Director will honor requests on a first-come, first-served basis where possible within the parameters of:
 - (a) Overall program composition and flow;
 - (b) Considerations of audience-building;
 - (c) Constraints of schedule building with regard to series, live feeds and special events;

(d) Representative diversity of programming.

5.3 When a program provider does not request specific dates, or time, LMC Media will schedule his/her programs.

5.4 Non - Larchmont and Mamaroneck residents may be preempted by requests for channel space by residents of Larchmont and Mamaroneck.

5.5 At no time will programming produced by non-residents of Larchmont and Mamaroneck comprise more than 33% of the total program time scheduled during a month, unless so approved by the LMC Media Board of Directors.

ACCESS TO COMMUNITY BULLETIN BOARD

6.0 Messages for community bulletin display on LMC Media during non-video programming hours will be accepted on a first-come, first-served basis with the following limitations:

6.1 All messages must comply with program content policies listed below in Part 8;

6.2 All messages must conform to the constraints of LMC Media's display system with regard to technical and programmatic dimensions;

6.3 Any bulletin submitted for use on the channels, web, or elsewhere as part of LMC Media's platform, can be modified or deleted at the discretion of LMC Media.

Part 2 - PRODUCER ELIGIBILITY

POLICY

1.0 LMC Media establishes the following criteria of eligibility for use of LMC Media facilities, equipment, training and channel space.

RESIDENCY

2.0 Any resident of Larchmont, Mamaroneck, or employee or agent of a business, institution or government agency that operates in Larchmont or Mamaroneck will be considered eligible for a Residential Membership to use LMC Media facilities, equipment, training and channel space. Substantive proof of residency may be required. Non Member residents of Larchmont, Mamaroneck, Rye Neck or employee or agent of a business, institution or government agency that operates in Larchmont or Mamaroneck may submit content for the channels.

2.1 Residence shall mean bona fide residence.

2.2 Staff members of a bona fide service organization or non-profit agency that services or is located in Larchmont and Mamaroneck shall be considered eligible under Non-Profit Organization Membership on behalf of the organization.

2.3 Full-time students of an educational institution located in Larchmont and Mamaroneck shall be considered eligible.

2.4 An authorized representative of an institution or group named in 2.2 or 2.3 above shall be considered eligible.

2.5 In order to facilitate development of Public Access and to meet community needs, LMC Media will accept programming of interest and service to residents of Larchmont and Mamaroneck provided that:

(a) Such programming meet all requirements for programming spelled out in Part 8 below;

(b) Such programming is subject to appropriate guidelines specified under Part 1 above.

2.6 Residents of Larchmont and Mamaroneck have priority for checking out equipment and using facilities, and may preempt other eligible users.

2.7 Verification of residency may be required to be on file in the LMC Media office prior to reservation.

AGE

3.0 A resident of Larchmont and Mamaroneck must be 18 years of age or older to request use of LMC Media training, facilities, equipment or channel space with the following exceptions:

3.1 If an adult resident of Larchmont and Mamaroneck assumes legal responsibility and liability, a Minor who is enrolled in the 6th grade or above may use the training facilities, equipment or channel space of LMC Media.

3.2 An adult taking responsibility for a Minor in LMC Media programs must have signed a "Producers Agreement" which is to be kept on file at LMC Media. The agreement states that the adult assumes full responsibility for the equipment during the period when the minor is in possession of equipment or materials.

3.3 An adult taking responsibility for a Minor in LMC Media programs assumes responsibility for any damage to equipment facilities used by the Minor and costs of any repair or replacement of equipment or materials resulting from damage misuse or theft while such equipment or materials are in the possession and control of the minor.

3.4 An adult taking responsibility for a Minor in LMC Media programs must sign the LMC Media Producers Agreement and assume responsibility for the content of the program in which the minor is involved.

PRODUCER'S AGREEMENT AND VERIFICATION

NON RESIDENCE

4.0 Persons who do not live in Larchmont or Mamaroneck, but would like to produce a show, would need to

(a) Become a Non-residential member, or

(b) If they volunteer for LMC Media they would be required to volunteer a minimum of two shows or 6 hours per month to fulfill their monthly requirement for a Residential Membership.

(c) Such a person would need to have volunteered one month prior to the date they would like to produce a show

(d) Once a non resident has begun producing they must continue to volunteer monthly or producing privileges will be suspended.

CERTIFICATION

5.0 A user of LMC Media facilities or equipment must be certified in the use of the equipment or facilities requested. The policy on certification is specified below in Part 3.

Part 3 - CERTIFICATION

GENERAL

1.0 In order to make equipment and facilities available to eligible residents of Larchmont and Mamaroneck on a first-come, first-served basis, to insure the proper and maximal use of such equipment and facilities, and to protect LMC Media resources against misuse by unqualified persons, it is necessary to have special guidelines for certifying an eligible user's qualification to use LMC Media equipment and facilities.

POLICY

2.0 Prior to using LMC Media equipment or facilities, on LMC Media premises or away from LMC Media premises, an eligible user must:

- (a) Become a Member
- (b) Have an understanding of the policies and procedures under which LMC Media makes such equipment and facilities available to the public
- (c) Have a specific program goal to accomplish;
- (d) Be trained or certified by LMC Media or an LMC Media approved training program in the specific equipment to be used; and

ORIENTATION

3.0 LMC Media will provide orientations to its policies, procedures, operations and programs on a regular basis and shall require attendance at such orientations as prerequisite to entering LMC Media programs.

3.1 Orientation will be held for those offered training, and will be scheduled and announced in advance.

3.2 Participants will receive a "Policies and Procedures" document at training registration for reference and additional home reference.

3.3 Participants will be asked to sign an Agreement with Policies form following the orientation.

3.4 Eligible users may be directed to re-attend the orientation session as a condition of probation, specified in Part 7 below.

PRODUCTION PLANNING

4.0 Given that the goal of training is to enable participants to develop the requisite skills to produce community programming for the LMC Media channels, producers are encouraged to develop specific program ideas with LMC Media staff. This idea may be developed with LMC Media staff or through the training program into a specific production plan.

TRAINING

5.0 LMC Media will provide training in Portable Field Production, Editing, and Studio Production, and may require successful completion of the training program in each specific area for certification to use equipment and/or facilities in that specific area.

5.1 Each trainee will attend all the training sessions involved in a particular track for certification in that track.

5.2 Each trainee will demonstrate proficiency in using the equipment in the particular track being trained for in order to be certified to use that specific equipment.

FULL CERTIFICATION

6.0 At the conclusion of training in a particular track, the user who has successfully completed the training in that track will be "provisionally certified" to use the equipment in that track.

6.1 Full certification in each training track is contingent on the user successfully participating in a program for digital distribution.

6.2 At such time as users submit their first completed program for digital distribution, they will be fully certified by LMC Media.

6.3 Certification is only good for 6 months after the last time the user availed themselves of equipment or facility use and may be renewed at the discretion of the Executive Director or by attending an LMC Media refresher training.

SUBSTITUTIONS FOR TRAINING

7.0 LMC Media may make exceptions to the requirement for LMC Media-approved training as a part of the process necessary to becoming certified to use specific LMC Media equipment or facilities.

Part 4 - PORTABLE EQUIPMENT

POLICY

1.0 Use of LMC Media portable field production equipment will follow guidelines, set up to insure maximization of use, responsible and safe use, protection of equipment, and orderly, timely and manageable supervision.

1.1 Projects that are long range in scope, involve more than the production time stipulated in the policy and procedures

1.2 If the project falls within LMC Media guidelines then classes may be provided either one on one or to groups as scheduling permits

1.3 If more equipment reservations are needed for project completion, permission may be granted pending equipment availability

GENERAL

2.0 Use of LMC Media portable field production equipment must be for the purpose of recording and preparing programs for digital distribution on the LMC Media channels in Larchmont and Mamaroneck.

2.1 Use of LMC Media portable field production equipment for private or commercial purposes is prohibited except when authorized by LMC Media staff and rented from the company at the rates established..

2.2 Use of LMC Media portable field production equipment must be within the Larchmont and Mamaroneck area or within a reasonable distance from Larchmont and Mamaroneck unless authorized with prior approval in writing by the Executive Director.

2.3 LMC Media portable field production equipment may only be used by a certified producer (see Part 3 above) who assumes responsibility for the equipment, its care and safety during usage, and who has a Producer's Agreement on file in the LMC Media offices.

2.4 If a LMC Media equipment user receives a fee from a third party to create content for that party, then LMC Media rental fees apply to the project and the Executive Director must approve the equipment use.

RESERVATION

3.0 A producer must be a member of LMC Media to reserve equipment, or pay a rental fee.

3.1 Portable equipment may be reserved on a first-come, first-served basis (see Part 1 above) by written, telephone or in-person request.

3.2 Time blocks for portable equipment use are 48 hours.

3.3 A producer or group is usually limited to one (1) field production package reservation at a time. Reservations for multi-camera portable packages require specific application and approval by LMC Media staff.

- 3.4 Only one (1) portable unit may be reserved per project at any given time.
- 3.5 Additional reservations, beyond the scope of membership guidelines, must be approved by the Executive Director. In addition, each portable program must be completed within two (2) months of the initial checkout, unless an extension has been approved through the Executive Director.
- 3.6 If a certified producer needs more than the allotted uses of portable equipment to finish his or her program, they can do so by making a standby reservation. Pending staff approval, the producer may reserve portable equipment no earlier than seventy-two (72) hours in advance.
- 3.7 Reservation of portable field production equipment includes the following specifications:
- (a) the Check-Out date and time;
 - (b) the Check-In date and time;
 - (c) the equipment to be used;
 - (d) the project for which the reservation has been made.
- 3.8 Cancellations or changes in the reservation must be made at least 24 hours in advance of the reservation Check-Out time whenever possible. Failure of notification can result in probationary sanctions. (see Part 7)

CHECK-OUT

- 4.0 The Check-Out date and time reserved is a time-specific appointment with a LMC Media staffer and should be considered as such.
- 4.1 The producer shall allow a minimum of thirty (30) minutes for the scheduled pick up and check-out of equipment.
- 4.2 All equipment to be removed from LMC Media premises must be checked out by a LMC Media staffer, signed for by a certified producer, and properly recorded on LMC Media forms.
- 4.3 A producer must sign the Equipment Check-Out form, indicating responsibility for the items listed there, noting any malfunctions, cosmetic damage or missing parts and indicating the date and time they agree to return the equipment to LMC Media premises.
- 4.4 Equipment reservations are non-transferable. The producer making the reservation must be present at the Check-Out, and cannot send a proxy or substitute unless:
- (a) Specific arrangements for such have been made at the time of the reservation, and
 - (b) The proxy or substitute is also a certified producer with LMC Media.

CHECK-IN

- 5.0 The Check-In date and time reserved is a time-specific appointment with a LMC Media staffer and should be considered as such.
- 5.1 The producer should allow a minimum of thirty (30) minutes for the scheduled Check-In.
- 5.2 The producer is required to remain with the LMC Media staffer to check it over for operability and possible damage.
- 5.3 At no time is equipment to be returned, dropped off or left at LMC Media premises without examination and testing with an LMC Media staffer, or without staff knowledge/ approval or drop off.
- 5.4 LMC Media will not be responsible for loss or damage of recording media left in any facility.
- 5.5 Equipment use is non-transferable. Equipment must be checked in by the producer who checked the equipment out, and that producer must sign off their responsibility for the equipment with an LMC Media staffer.

CANCELLATION

- 6.0 Cancellation or changes in reservations must be made at least 48 hours in advance in order to allow LMC Media to make the reserved equipment available to other users.
- 6.1 In cases of circumstances beyond the producer's control requiring cancellation of a portable equipment reservation, notification should be made to LMC Media as soon as such circumstances are known.
- 6.2 Failure to notify in advance of a cancellation is a violation of LMC Media Policies and Procedures and is cause for probationary sanctions.

LATE RETURNS

7.0 Except under extenuating circumstances, late return of portable equipment is a violation of LMC Media Policies and Procedures, and can result in probationary sanctions on the late producer.

7.1 Any infractions; lateness, no-shows, last-minute cancellations will be written up in the LMC Media database

7.2 After first warning, the next infraction will incur a \$20 fine

7.3 Producers/ volunteers must allow time during pick up/ drop off for the equipment to be reviewed and checked in by the LMC Media staff member.

RESPONSIBILITY OF THE PRODUCER

8.0 The producer is responsible for the safety, proper use and care of the equipment while it is signed out to him/her.

8.1 The producer is financially responsible for the equipment while it is signed out to him/her.

8.2 The producer is financially responsible for any damage to or theft of the equipment while it is signed out to him/her.

8.3 The producer is responsible for any claims resulting out of use of the equipment and promises to indemnify and hold harmless Larchmont Mamaroneck Community Television, Inc., and its Directors, Officers and staff, against any such claims arising out of the use of the program material to be digitally distributed or any breach of the producer's signed Producer's Agreement, including but not limited to any claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws, and unauthorized use of copyrighted material.

8.4 The producer is responsible for continued progress to completion for digital distribution as a result of using LMC Media equipment and facilities.

MEDIA POLICIES

9.0 LMC Media is not responsible for a producers recording media

9.1 All program rights belong to the producer. LMC Media recommends that the producer purchase An external hard drive to maintain digital copies of their finished program

9.2 Producers are entitled to a producers copy of their program as a digital file. All other media versions must be purchased

9.3 LMC Media will seek to archive significant representative programming produced through LMC Media facilities, and will use segments of such archived material to prepare demonstration, instructional and sample media to conduct LMC Media's routine training, outreach and development programs.

- (a) Producers using LMC Media equipment or facilities agree to have their work archived and/or excerpted in such a manner and for such purposes.
- (b) LMC Media reserves the right to distribute programs to other access centers for cablecasting.

EXCEPTIONS - See Part 11

Part 5 - EDIT EQUIPMENT USAGE

POLICY

1.0 Use of LMC Media editing equipment or edit suites will follow guidelines set to insure maximization of use, the broadest diversity of use, responsible and safe use, protection of equipment, and orderly, timely and manageable supervision.

- 1.1 Projects that are long range in scope, involve more than the production time stipulated in the policy and procedures
- 1.2 If more edit reservations are needed for project completion permission may be granted pending equipment availability

GENERAL

1.0 Use of LMC Media editing equipment or editing suites must be for the purpose of producing programming for digital distribution on the LMC media channels and digital platforms. The following are not allowed:

- (a) Compiling material that won't be cablecast as a program; and
- (b) Preparing or editing materials for commercial or private purposes except as approved by the Executive Director but in no instance shall such approval deprive an LMC Media certified Producer from the use of such editing equipment on an LMC Media approved project.

1.1 LMC Media edit equipment may only be used by a certified producer (see Part 3 above) who assumes responsibility for the equipment and its care during usage, and who has a Producer's Agreement on file in the LMC Media offices.

EDIT PREPARATION

2.0 To maximize the use of scarce edit time, it is expected that the edit time will not be used as a time to view and/or log media or as a time to script the final program. Editors are expected to arrive prepared to put together a finished program.

- 2.1 Edit preparation shall include the following:
 - (a) All visual materials must be on videotape at the time of the edit, in a form ready to be edited;
 - (b) Producer must, at the time of the edit reservation, make explicit arrangements with LMC Media staff for additional equipment needs, i.e Microphones or external recorders
 - (c) Editing may include limited special effects created with the non-linear edit equipment, provided through assistance by LMC Media staff. Special effects assistance must be

requested in advance, at the time the edit reservation is made, and will be considered based on:

- (1) Availability of the equipment for such and maximization of its use;
- (2) Availability of staff to perform special "set ups" for the session;
- (3) Validity of need as represented in the proposal.

EDIT RESERVATION

3.0 Edit equipment may be reserved on a first-come, first-served basis (see Part 1 above) by electronic contact via online form or email, in person or by phone.

3.1 Edit reservations may be made beginning the first day of the month for that month and the month following.

3.2 Time limitations on edit reservations are hours. Any project requiring more than the edit hours per project must comply with one of the following:

(1) A proposal detailing the importance, parameters and nature of the project for which a variance in the rules is sought, and subsequent clearance from the Executive Director.

(2) Payment for rate card rates for any time exceeding the routine limitations at the published access rate.

(3) Reserved as standby, no more than seventy-two (72) hours before desired edit time, with staff approval.

3.3 The number of monthly edit sessions are determined by Membership guidelines.

3.4 Reservation of editing equipment includes the following specifications:

(a) date and session starting; ending;

(b) name of project being edited;

- (c) technical or staff support needed, sound or graphic resources needed, special conditions required, etc.

3.6 Edit reservations are non-transferable.

EDIT SESSION

4.0 Failure to arrive and claim an edit reservation within fifteen (15) minutes of the scheduled starting time will result in forfeiture of the entire editing time.

4.1 Editors must vacate facilities by the completion of their reserved time unless LMC Media staff or the next editor voluntarily grants an extension.

4.2 After the initial edit session following edit training, it is not expected that the LMC Media staffer will spend full-time with the producer in the edit suite. LMC Media strives toward self-sufficiency.

4.3 Smoking, vaping, eating and drinking are not permitted in the edit suite at any time.

4.4 At the conclusion of an edit session, it is expected that the edit suite will be left in the same condition as it was when turned over to the producer.

(a) Any media used should be returned where it belongs and should not be taken from the premises with the producer. Those not owned by LMC Media should be taken from the premises with the producer.

(b) All sound sources and equipment should be returned to normal positions or locations.

(c) All paper, debris and miscellaneous material should be removed from the suite.

(d) Editing station and equipment should be returned to normal plugging, switching and setup positions.

(e) Limited provision to store works-in-progress at LMC Media edit stations may be provided at the discretion of the LMC Media Staff. LMC Media will not be responsible for any media left in such storage.

CANCELLATIONS

5.0 Cancellations or changes in edit reservations must be made at least 48 Hours in advance in order to allow LMC Media to make the reserved edit suite available to other users.

5.1 Failure to notify in advance of a cancellation is a violation of LMC Media Policies and Procedures and is cause for probationary sanctions. Producers who cancel without proper notification will not be allowed to re-book the missed session except on a standby basis.

EXCEPTIONS - See Part 11

Part 6 - STUDIO USE

POLICY

1.0 Use of LMC Media studios, editing equipment or edit suites will follow guidelines set to insure maximization of use, the broadest diversity of use, responsible and safe use, protection of equipment and orderly, timely and manageable supervision.

GENERAL

2.0 To be eligible for studio certification training, you are required to first attend an LMC Media orientation session.

2.1 Are members of LMC Media or will pay a day rate for use.

2.2 All studio use must be for the purpose of producing a finished program for the community access channels, or else will be subject to applicable fees.

2.3 LMC Media recommends that studio productions be "live to tape", resulting in a finished program for each studio reservation.

2.4 The studio is to be used as-is. Use of additional technical components or arrangements requiring rewiring or reconfiguration must be cleared in advance with LMC Media. *TECHNICAL RECONFIGURATION IS CAUSE FOR IMMEDIATE SUSPENSION OF LMC Media PRIVILEGES.*

2.5 All equipment, including console, monitors, tripods, cameras, decks, audio equipment and accessories are to remain in the studio. At no time can any of this equipment be checked out for production in any place other than the studio.

2.6 Smoking, vaping, drinking and eating are prohibited in the studio and control room areas. Glasses of water for talent are permitted on the studio floor.

2.7 Broken or malfunctioning equipment or systems are to be reported to LMC Media staff immediately.

2.8 Studio groups are limited to 15 people, unless cleared in advance by the Executive Director.

2.9 After each production, producers and volunteers must clean up production materials and return the studio to the condition in which they found it. The producer is ultimately responsible for the condition of the studio after the production.

RESERVATION RULES

3.0 Reservations of the studio may be made beginning on the first day of the month for that month and the month following.

3.1 Reservations can be made by phone, by e-mail or in person.

3.2 The maximum time allowed for a studio production is Two (2) hours. This includes set up, production, post-production and strike time.

(a) A producer cannot use the studio in advance of the scheduled two (2) hour block except in cases where a special request is made and approved by LMC Media Staff

(b) A producer must return the studio to "normal" by the end of the reserved two (2) hour block of time.

3.3 The maximum number of reservations allowed to complete a single program for digital distribution will be determined by Membership guidelines.

3.4 No reservations may be made if the producer has any production that is considered by LMC Media as overdue.

3.5 All crew must be studio certified by LMC Media unless an exception has been approved by the LMC Media Staff.

3.6 Each production, whether by a group, organization or individual, must have a single "lead producer" who takes the responsibility for the reservation, serves as the coordinator and contact person, and deals with LMC Media in all phases of the production.

3.7 A Studio program idea must have been approved by the LMC Media staff. Staff approval will not be impacted by program content, but rather is to insure that the technical expectations are consistent with LMC-TV equipment and facilities' capabilities.

3.8 All cancellations must be made at least 48 hours in advance to avoid cancellation penalty fee and forfeiture of next studio reservation.

3.9 Studio reservations are non-transferable.

STUDIO USE

4.0 Crew and talent should **not** arrive earlier than the scheduled beginning of the reservation time unless specific arrangements have been made and cleared by LMC Media staff.

4.1 LMC Media staff will work with the lead producer and serve as "engineer" for the production.

4.2 LMC Media staff are not required to serve as crew for a production. It is expected that the producer will provide the entire crew necessary for the production to be done. LMC Media may assist producers in gathering a crew, but assumes no responsibility for program production.

4.3 If less than the required number of crew members necessary to accomplish the shoot designated show up for the reservation the LMC Media Supervisor may, at their discretion, choose to cancel the shoot.

4.4 The lead producer is responsible for the conduct of crew and talent involved in the production and for the orderly and safe operation of studio equipment and use of LMC Media facilities.

4.5 All additional equipment and accessories needed in a studio recording are to be checked out to the user responsible by a LMC Media staff and are not to be simply appropriated because of their proximity to studio production.

4.6 NO POST PRODUCTION IS EXPECTED AFTER A STUDIO PRODUCTION. The editor in the studio console allows for putting segments together as the production progresses.

For the purpose of producing roll-in material, additional equipment will need to be reserved in advance, within membership guidelines.

4.7 A studio shoot must be completed on time unless specifically authorized by LMC Media. The studio must be cleared (see below) no later than the end of the reservation.

4.8 In transferring the studio from one user to the next, the following should be observed:

- (a) All sets and properties must be struck and removed or stored.
- (b) All camera cables should be coiled and in appropriate places.
- (c) Cameras should be properly parked out of the way.
- (d) All headsets should be stored on cameras. Floor manager's headset should be returned to its position.
- (e) Lights should be returned to normal positions and turned off.
- (f) Microphones should be turned off, replaced in their boxes and checked into the LMC TV supervisor.
- (g) Audio cables should be properly bound up and returned to their proper place.
- (h) Audio snakes should be coiled and returned to place at sides of studio.
- (i) Chairs are to be stacked and furniture is to be returned to proper places in or out of the studio.
- (j) Floor of studio should be clear of all debris.

(l) Any media must be removed from the machines and properly stored or removed from the premises if owned by producer.

(m) All "work in progress" including graphics, media, music, props, etc. must be removed by the user. Area should be clear of everything and ready for the next user.

Part 7 - USER SANCTIONS

POLICY

1.0 To ensure that LMC Media equipment and facilities remain in good working order, are available to the broadest possible range of producers, and that equipment and facilities are used in such a manner as to fulfill the mandate under which LMC Media was created, LMC Media reserves the right to refuse services on a temporary or permanent basis or otherwise initiate suspensions of services, disciplinary actions, sanctions or other legal action against individuals or organizations interfering with or jeopardizing LMC Media's operations or otherwise violating the LMC Media Policies and Procedures under which LMC Media provides training, equipment, facilities, channel space and other services.

REQUIREMENT TO LEAVE LMC Media PREMISES

2.0 LMC Media may require that an individual or individuals leave LMC Media premises immediately as follows:

2.1 If an individual appears to be under the influence of alcohol or drugs, or consumes, sells or dispenses illegal drugs on LMC-TV premises;

2.2 If an individual or individuals interfere(s) with the orderly conduct of LMC Media activities, facilities or programs;

2.3 If an individual smokes or vapes while in LMC Media facilities.

2.4 If an individual harasses any other individual

MAJOR OFFENSES

3.0 Suspension of privileges or refusal of service based on disciplinary action may be initiated by LMC Media staff immediately, in addition to legal and other remedies as determined by the LMC Media Board of Directors, if any of the following offenses occur.

3.1 Misuse or abuse of equipment or failure to maintain LMC Media equipment or facilities;

3.2 Theft or vandalism of property, equipment, leased property or premises;

3.3 Failure to return equipment through intent, negligence, loss or theft;

3.4 Making false or misleading statements on applications or other LMC Media documents;

3.5 Use of equipment or facilities for commercial or profit-making purposes without specific contractual approval in advance for such use with the LMC Media Executive Director.

3.6 Use of equipment and/or facilities for any purpose not related to the production of programs for cablecast or digital distribution on the LMC Media channels;

3.7 Removal of equipment from the equipment storage area without prior Checkout procedures and/or without signing an Equipment Request Form;

3.8 Attempted disassembly, repair or tampering with LMC Media equipment;

3.9 Use by a non-certified producer or use by a certified producer on probation of equipment checked out to a certified producer;

3.10 Chronic or willful disregard for LMC Media Policies and Procedures;

3.11 Abuse or harassment of LMC Media staff, volunteers, or others at the facility.

3.12 Reservation of equipment or facilities by one party who does not intend to use the equipment themselves but "fronts" for another party (both parties involved will be held accountable for the offense);

3.13 Owing funds to LMC Media for any reason, including but not limited to failure to pay for equipment damage or submitting a check with insufficient funds.

3.14 Failure to submit a program for initial cablecasting on the LMC Media channels after using allotted equipment.

DISCIPLINARY ACTION FOR MAJOR OFFENSES

4.0 Suspension of privileges and refusal of services shall be called "Probation";

4.1 Major offenses result in immediate suspension of privileges for one (1) year and appropriate legal action;

4.2 In the case of a Major offense the Executive Director shall notify the violator by certified mail within thirty (30) days of the sanctions resulting from the offense, and the LMC Media Board of Directors shall be so advised.

4.3 Any user against whom the Executive Director has imposed sanctions may file an appeal of the decision to the Board of Directors within ten (10) days of notification of such sanctions.

4.4 The Board of Directors may choose or refuse to hear an appeal of the event of sanctions after investigating the circumstances of the violation. In the event of a public hearing with the Board of Directors, the Executive Director shall make a presentation on the circumstances of the violation and the action taken, and the user will make a presentation of appeal. The Board may decide:

(a) To sustain the decision of the Executive Director.

(b) To make alternative determinations.

4.5 Determinations of the Board of Directors of LMC Media in matters of refusal of services, sanctions or other actions are final and are not subject to review by any other body or individual.

MINOR OFFENSES

5.0 The Executive Director may impose a temporary suspension of access privileges or impose probationary sanctions in cases of:

5.1 Failure to cancel or claim a reservation of equipment or facilities time prior to the time reserved;

5.2 Late return of equipment without authorized extension;

5.3 Return of functional but dirty equipment;

5.4 Operation of equipment or facilities in an incorrect, unsafe or inappropriate manner, whereby damage might result to LMC-TV equipment or facilities;

5.5 Improper packaging of equipment for transport;

5.6 Drinking or eating in the control room, equipment room or other restricted areas;

5.7 Minor abuse or harassment.

DISCIPLINARY ACTION FOR MINOR OFFENSES

6.1 Disciplinary actions for minor offenses are imposed by the Executive Director after consultation with the staff and user are as follows:

- (a) First offense results in verbal warning;
- (b) Second offense results in a written warning by the Executive Director and the imposition of a \$20 fine per occurrence/per item;
- (c) Third offense results in 90 days probation and suspension from use of equipment and facilities and the imposition of a \$20 fine per occurrence/per item;
- (d) Fourth sanction results in 1 year probation;
- (e) Fifth sanction results in permanent suspension of access privileges.

6.2 Other sanctions to be prescribed by the Executive Director may include but are not limited to:

- (a) Requirement of re-attending orientation sessions.
- (b) Requirements of demonstrated proficiencies or understandings;
- (c) Short term probationary periods.

6.3 The Executive Director shall notify, in writing, the violator in a Minor offense of the sanctions and/or disciplinary action resultant from the offense within thirty (30) days of such offense. Notification shall also indicate any conditions for reinstatement of privileges.

6.4 Any user against whom the Executive Director has imposed probationary sanctions or disciplinary action may file an appeal of the decision to the Board of Directors within ten (10) days of notification of such sanctions or disciplinary action.

6.5 The Board of Directors may choose to hear or refuse to hear an appeal of discipline or sanctions after investigating the circumstances of the violation. In public hearing with the Board of Directors, the Executive Director or LMC Media staff shall make a presentation on the circumstances of the violation and the disciplinary action taken, and the user may make a presentation at the hearing. The Board of Directors may decide:

- (a) To sustain the sanctions imposed by the Executive Director;
- (b) To make alternative determinations.

6.6 Determinations of the Board of Directors of LMC Media in matters of refusal of services, disciplinary action, probationary sanctions or other actions are final and are not subject to review by any other body or individual.

Part 8 - PROGRAM CONTENT

GENERAL

1.0 LMC Media's mandate is to encourage open and non-discriminatory access to the cable system, and to distribute programming which is responsive to the diverse needs and interests of residents of Larchmont, Mamaroneck and Rye Neck.

POLICY

2.0 LMC Media program content guidelines are set up to insure maximization of use and orderly, timely and manageable supervision. All use of the access channels must conform to local, state and federal laws with respect to program content.

LIABILITY

3.0 Liability for program content rests fully with the program producer.

3.1 Neither the cable television company or access corporation whose facilities are used to transmit a program produced by a person other than such cable company, and access corporation, nor the officers, directors or employees of any such cable television company or access corporation shall be liable for damages arising from any obscene or defamatory statements or actions or invasion of privacy occurring during any program when such company or corporation does not originate or produce such program.

PROGRAM CONTENT

4.0 Programming cablecast on the community access channels or any LMC Media distribution and showcase platform is prohibited from containing:

- (a) Any material that is libelous, slanderous, or unlawful invasion of privacy;
- (b) Any material that violates state or federal law relating to obscenity;
- (c) Any material contrary to local, state, or federal laws, regulations, procedures, and policy;
- (d) Any advertising or materials that promotes any commercial product or service for private gain. Paid sponsorship of access programs may be acknowledged by a single visual credit at the beginning and/or end of the program (see below: Program Support Policy);
- (e) Any solicitation or appeal for funds by a for-profit entity;

(f) Any unlawful use of copyrighted material. Liability for such unauthorized use shall rest solely with the producer. The producer further agrees to hold harmless the cable company, access corporation and their officers, directors or employees for any damages arising from such use.

4.1 Only programs produced by LMC Media as authorized by LMC Media's Executive Director can be identified as LMC Media productions. The use of LMC Media logo or call letters may not be used by access producers in their individual promotion of their programs.

4.2 All programs produced with LMC Media equipment must state: "Produced through the facilities of LMC Media " and list the community producer as the copyright holder. All subsequent use or showings, either on the channel or for other purposes, must credit LMC Media accordingly.

4.3 The policy for Local or Non-Local producers submitting Media to air

(a) Non-Local Producers must have a **Non-Residential Membership**

(b) Files - should follow programming guidelines to work with the LMC Media playback system.

COPYRIGHT

5.0 Copyright of program content rests with the producer, regardless of who owns the media on which it is recorded.

5.1 The program producer assumes full legal responsibility for obtaining releases necessary for copyrighted materials (such as music) and for obtaining clearances for personal appearances.

5.2 LMC Media shall not use copyright material or any intellectual property that we do not possess the rights of for any LMC Media production.

DISTRIBUTION

6.0 Distribution of programming which has been produced through LMC Media's facilities is restricted as follows:

(a) LMC Media has the right of first and subsequent showings on its channels and digital distribution platforms;

(b) LMC Media has the right to keep a physical and/or digital copy for archive purposes;

(c) LMC Media has the right to use the program and excerpts for promotional purposes;

(d) LMC Media reserves the right to distribute the program to other access centers for Cablecasting and digital distribution;

PROGRAM SUPPORT POLICY

7.0 Sponsored programming is subject to all LMC Media policies and procedures.

7.1 For-profit organizations, businesses and individuals obtaining grants to produce shows and use LMC Media equipment and/or studios will be subject to production fees. These fees will be discussed with the Executive Director in advance of the production.

Part 9 - PROGRAM SCHEDULING

POLICY

1.0 Use of LMC Media channel space will be available on a first-come, first-served basis within the parameters of overall program composition and flow, considerations of audience-building, constraints of schedule building with regard to series, live feeds and special events, and the representative diversity of programming on the LMC Media channels. LMC Media at its discretion, may impose reasonable limitations to assure fair access by all to LMC Media facilities and to provide for diverse and viable channel traffic.

1.1 A show (either a studio or field) has 3 months from the first production date to submit a "ready to air" episode. The producer will lose producing rights if after 3 months a production is not submitted to air. Exceptions are for long term special projects, that are approved by the Executive Director.

REQUESTS FOR CHANNEL SPACE

2.0 In order to request a specific channel time for media and/or live programming, an eligible user must submit a Playback and Time slot Request form giving three time/dates, the name of the program and the producers name and contact information.

2.1 **S**election of date, time and channel.

LMC Media's channel designations are as follows:

75/36 : community-produced programs

76/35 : municipal & school board meetings

77/34 : programs from outside the community sponsored by local residents; request TV; specials

(a) LMC Media will schedule the program at its sole discretion and will attempt to honor one of the three choices indicated by the producer .

PROGRAM TECHNICAL STANDARDS

3.0 Programs cablecast on the LMC Media channels and placed on any LMC Media affiliated digital distribution platform will be subject to certain minimal technical and format standards as set forth by LMC Media.

3.1 Programs must play back on LMC Media playback equipment and software.

3.2 Programs may be up to 60 minutes except as approved by the Executive Director. LMC Media has no minimum length for programming.

AUTHORSHIP/ORIGINATION

4.0 All recorded and/or live programming cablecast on the LMC Media channels or placed on any and all LMC Media digital distribution platforms must clearly identify the producer/origination of the program to be cablecast and/or the name of the eligible LMC Media user submitting the program for cablecast at the beginning or end of the program.

PROGRAMS NOT PRODUCED THROUGH LMC Media FACILITIES

5.0 Programming not produced through LMC Media facilities must be submitted by a Member of LMC Media

5.1 Programming not produced through LMC Media facilities must meet technical standards for LMC Media cablecast.

5.2 All porgraming must be accompanied by a fully completed and signed "Producers Agreement" form.

5.3 In all instances of competing requests for channel or playback time, priority will be given to locally produced programming.

5.4 The number of program repeats is at the discretion of LMC Media.

LIVE PROGRAMMING

6.0 Qualifications

(a) To be eligible for live program scheduling on the LMC Media channels, a user must have been studio certified by LMC Media in studio operations.

(b) To be eligible to schedule live programming a producer must have demonstrated the ability to coordinate and produce quality programs in a consistent and timely fashion, and must have taken a lead role in a minimum of two studio productions undertaken through LMC Media facilities. Determinations are made by the LMC Media Staff.

6.1 Scheduling

(a) Live programming by eligible LMC Media users is scheduled on a first-come, first-served basis.

(b) As with all programming scheduling, LMC Media at its discretion may impose reasonable limitations consistent with

(1) Overall program composition and flow;

(2) Considerations of audience-building

(3) Constraints of schedule building with regard to series or other special programming;

(4) Representative diversity of programming.

(c) A channel time slot for live programming must be requested at least two weeks but no more than eight weeks in advance. The studio or equipment request with LMC Media staff must come before the live request

6.2 Producers of live programming on the LMC Media channels will be considered in default and may have reservations cancelled and/or be restricted from live programming completely for any of the following:

- (a) Having inadequate crew to successfully fulfill the obligation to produce the scheduled programming;
- (b) Lateness;
- (c) Poor performance and resultant poor quality of programming;
- (d) Content violations occurring during live programming (see Part 8).

COMMUNITY BULLETIN BOARD

9.0 Single users, who post less than 4 times per year, can submit their image or content for post via a web form

9.1 Seasonal users, who need to post regularly, will be given password and log in information for online portal, can create and upload post directly for approval.

9.2 Messages are limited under the guidelines spelled out above in Part 1.

SCHEDULING PRIORITIES

10.0 Commensurate with policies spelled out above in Part 1, section 5 regarding reservation of channel space, LMC Media maintains the following general priorities for scheduling programming on the LMC-TV channels:

10.1 Locally produced programming is always the highest priority.

10.2 New programs will be favored over repeat programs.

10.3 Building a regular viewership with a viable programming schedule will be a high priority in all matters of LMC Media channel reservation.

10.4 LMC Media has final authority in all scheduling determinations.

Part 10 - MODIFYING POLICIES AND PROCEDURES

GENERAL

1.0 LMC Media has established these policies and procedures to provide for open access to access channels, facilities, equipment, supplies, and training on a non-discriminatory basis. LMC Media may dedicate segments of Access channel time to particular or related subject matters or uses.

POLICY

2.0 PROCEDURES FOR MODIFYING POLICIES AND PROCEDURES

2.1 Suggestions for policy change must be submitted in writing and may come from the general public, LMC Media Executive Director, or from LMC Media Board.

2.2 A review of the written suggestion will be made by the Board of Directors no later than the second meeting after the request has been received. The decision of the LMC Media Board of Directors is final.

2.3 The Board of Directors may conduct a hearing to reconsider the policy dispute, or may require further written supporting evidence or rationale from the proposer.

2.4 The LMC Media Board of Directors may, from time to time at its sole discretion, modify or change these policies and procedures.

Part 11 - EXCEPTIONS

GENERAL

1.0 Exceptions to LMC Media Policies and Procedures regarding the use of LMC Media facilities, equipment and channels must be made by the Executive Director in advance of the reservation for which the exceptions are requested.

POLICY

2.0 Consideration will be given to written proposals for exceptions. Such proposals will contain the following:

- (a) A statement of overall project goals;
- (b) A statement of special circumstances requiring exceptions;
- (c) A budgetary statement of costs involved in the project, including staff-time, equipment-time, materials involved, and any other costs or in-kind costs involved.
- (d) A statement of reasons for requesting exceptions.

Part 12 - POLICY FOR POLITICAL PROGRAMMING

INTRODUCTION:

1.0 The Board of Directors of Larchmont Mamaroneck Community Television ("LMC Media") has adopted the following policy for local political programming. LMC Media believes our Policies and Procedures to be "content neutral." Political programming should be treated like any other programming aired on LMC Media. However, in an effort to bring fairness and order to a potentially chaotic situation and provide candidates for local office the opportunity to present their positions to the public on a consistent basis, as well as providing the public with the most information about the candidates, LMC Media has established the following policy, which we encourage the political parties and candidates to abide by.

DEFINITIONS:

2.0 The "Campaign Period" begins on Martin Luther King Jr. Day for March elections and Labor Day for November elections and ends the day after Election Day. The Campaign Period is the period during which this policy will be in effect. Each week of the Campaign Period will begin on 10 am Monday and counted sequentially from the beginning of the Campaign Period with the first Monday considered the beginning of week 1.

2.1 A "Candidate" is an individual whose name will appear on the ballot for election to an office in either of the Villages of Larchmont or Mamaroneck, or the Town of Mamaroneck.

2.2 A "Party" is an association, committee, or organization that nominates, endorses or supports a candidate for election to any Village of Larchmont or Village of Mamaroneck or Town of Mamaroneck office, and such Candidate's name appears on the ballot for election as the candidate of such association, committee, or organization.

2.3 "Political Programming" is a program or programs produced specifically for a Candidate or Candidates to be aired during the Campaign Period within the political programming "Block", as described below. Political Programming does not include regularly scheduled, on-going series. All shows not within the Block will continue to be governed by the rules of LMC Media's Policies and Procedures, except that a Candidate may not host a show that airs during the Campaign Period outside the Block. If a Candidate has an on-going series, a substitute host should be found for the Campaign Period or that program should be removed from the schedule during the Campaign Period. If the Party so chooses, it may use its Slots (described below) to air the Candidate's on-going program with the Candidate continuing as the host. Any non-political programming may choose to have Candidates as guests on their program, subject to LMC Media Policies and Procedures. All political programming is subject to the policies and procedures set forth in the most recently approved LMC Media Policies and Procedures manual or by a resolution the LMC Media Board of Directors amending such Policies and Procedures, with the exception of policies and procedures specified herein.

POLICY GUIDELINES:

3.0 LMC Media will provide a prime time block for political programming (the "Block") starting the 3rd week of the Campaign Period for the March elections and the 4th week of the Campaign Period for the November elections. These Blocks will appear Tuesday and Friday and will preempt existing

programming if necessary. These Blocks will contain one (1) half-hour slot ("Slot") for each Party. If two Parties are running identical Candidates, LMC Media will provide a Slot only for the Party appearing higher up on the ballot. The Parties can use these Slots as they choose, provided that the programs to be aired in those Party designated Slots and a list of the desired programming for those Slots are submitted to LMC Media programming staff, as designated by the Executive Director, by 10am on the day of airing. The Party may provide new programming or allow programs to rerun in the available Slots. The Party may air the two (2) one-half hour "Meet the Candidates" shows described below, as produced, when they wish, or not at all, or air shows of equal length that they have produced. The order of the Slots within the Block will rotate from airing to airing among the Parties. The production of any shows by Parties, other than the LMC Media produced "Meet the Candidates" shows, is the sole responsibility of the Party.

3.1 Each Party may request LMC Media to produce two (2) thirty-minute "Meet the Candidates" programs per slate of Candidates, subject to the restrictions set forth herein. These shows are to be taped at the LMC Media studios, as the schedule permits, on a first come, first scheduled basis. The first thirty-minute "Meet the Candidates" program for all of a Party's Candidates shall be produced during the same taping session. If two Parties are running identical slates, LMC Media will produce only two shows for those Candidates for the Party appearing higher up on the ballot. If two Parties are running nearly identical slates, then the Party higher up on the ballot will have a LMC Media produced "Meet the Candidates" shows with its entire slate and the Party lower on the ballot will have a LMC Media produced "Meet the Candidates" show with the remaining Candidate/s. No Candidate shall appear on more than the allotted two (2) "Meet the Candidates" shows.

3.2 Production Schedule - The first LMC Media produced "Meet the Candidates" program must be produced prior to or during the first two weeks of the Campaign Period and be ready to air at the beginning of week three for the March elections and, for the November elections, prior to or during the first three weeks of the Campaign Period and be ready to air at the beginning of week four. The second "Meet the Candidates" program must be produced after week three of the Campaign Period for the March elections and week four of the Campaign Period for the November elections, but prior to and ready to air at the beginning of week five of the Campaign Period for the March elections and the beginning of the week seven of the Campaign Period for the November elections. If a LMC-TV produced show is not ready by the deadlines above, the Party gives up its right to have a LMC-TV produced show for that Party during that time period. For example, if one Party in the November elections does not have a show ready by the first day of week four of the Campaign Period, that Party will not have a show produced by LMC-TV until the beginning of the week seven of the Campaign Period and only one show will be produced by LMC-TV for that Party.

ADDITIONAL POLICIES

4.0 LMC Media will televise League of Women Voters Candidates Forum. LMC Media will make every effort to televise these programs live. They will also be repeated throughout the Campaign Period in addition to the programming presented during the Block.

4.1 The rights to any programming produced by LMC-TV or aired within the Block shall be considered within the public domain as are the rights to all of the municipal and public meetings recorded by LMC Media. LMC Media may excerpt from any or all programs within the Block for use in recorded or live election coverage.

4.2 Political Programming is ineligible for "Request TV" during the Campaign Period.

4.3 If a Party or Candidate chooses not to follow the policy described herein, that Party or Candidate shall be excluded from all LMC Media produced programming and will be excluded from airing during the Block.

4.4 The LMC Media Executive Director shall administer this policy and any exceptions hereto shall be at the discretion of the Executive Director.