

SKYE CABLE XIII
Policies and Procedures Handbook

SECTION I:
Introduction

Skye Cable XIII, Inc. is the *Community Access Provider* for the franchise area; a designation made by legal decision of the Connecticut Department of Public Utility Control, hereinafter referred to as the **DPUC**. Skye Cable XIII is the sole legal entity responsible for providing community access operations within the cable franchise area. Skye Cable XIII provides residents of Waterbury, Middlebury, Prospect, Wolcott, Plymouth and Terryville with access to non-commercial television programs, governmental and educational programming, as well as production and supporting services.

Among the functions to be performed by Skye Cable XIII are its administration of the facilities and staff utilized in *PEG Access Programming*; as well as; its coordination and supervision of the *cablecasting schedule* of PEG Access Programming.

The policies and procedures of Skye Cable XIII, which will govern the provisions of community access programming, are set forth herein; such rules, regulations, policies and procedures have been adopted following a review, in accordance with provisions of the Connecticut General Statute hereinafter referred to as **C.G.S** Section 16-331a. (B): as amended by P.A. 98-121, section 3.

Skye Cable XIII, Inc. is a fully handicapped accessible facility.

SECTION I (a)
PEG-Public, Educational, Government Access

DPUC regulation [section 16-333-31(6)] defines Community Access as including; **one**, *public access*; **two**, *educational access*; **three**, *government access*. DPUC regulation [section 16-333-31(2)] defines *public access* as the use of a cable television channel for non-commercial programming by any person. DPUC regulation [section 16-333-31(4)] defines *educational access* for non-commercial educational programming. DPUC regulation [section 16-333-31(5)] defines *governmental access* for non-commercial government programming. DPUC regulation [section 16-333-31(7)] defines *access user*, *access channel user*, and *user of access channel* as meaning any person other than a franchise holder's employee or paid consultant, who is involved in the development, production, showing, promotion or support of community access programming.

Three (3) access channels are available within the cable franchise area:

WSKY Channel 13 - (Public Access) - Locally produced, non-commercial programming, live or taped, special events, tapes sponsored by residents of the franchise and community events; or producers representing an organization within the franchise.

WETV Channel 16 - (Educational Access) - Programming time made available to access users, including, but not limited to, public, private, and parochial schools, and also including technical school systems, and colleges in the cable franchise area for the cablecasting of non-commercial educational programming; Skye Cable is the gatekeeper of Channel 16 and may need to pre-empt programming when deemed necessary.

WGOV Channel 21 - (Government Access) – For official government meetings and events, and programs hosted by Elected Officials. May be used for composite use when air-time is available.

SECTION I (b)
Mission Statement

The purpose of **Skye Cable XIII/PEG** television is to promote a diversity of ideas and programming, provide freedom of expression, train and educate all who wish to participate in all areas of television and video production, and serve the community in the Cable franchise area. Skye Cable XIII provides residents of Waterbury, Middlebury, Prospect, Wolcott, Plymouth, and Terryville with access to noncommercial television programs, governmental and educational programming, as well as production and supporting services at no charge.

SECTION II
Cable Advisory Council

The Advisory Council is composed of members appointed by the Chief Executive Officers of the municipalities served in the franchise area. The Cable Advisory Council is officially known as The Greater Waterbury Cable Council, Inc. (GWCC, Inc.) Skye Cable XIII will consult with the Advisory Council regarding changes relating to access, however Skye Cable XIII enacts all policies relating to the operation of Community Access.

SECTION II (a)
Public Access Committee

The Cable Advisory Council has formed a committee to expressly deal with issues pertaining to PEG Access within the franchise, consisting of members of the GWCC, Inc. and elected Executive Producer representatives.

SECTION III
Eligibility and Verification for Usage of PEG Channels

Any person who resides in the cable franchise area is eligible to produce programming. In addition, if a person works for a non-profit organization, or attends school in the cable franchise area, he or she is eligible to produce a program that specifically deals with the organization he or she is affiliated with.

Identification will be required; which shall be legal photo identification. A copy will be made and left on file.

An Application for New Programming must be submitted to the Production Manager for airtime seven weeks prior to the commencement of a new season. After training has been completed the staff will require that all Executive Producers, new and returning, must submit a time slot application beginning six-weeks before the start of the upcoming programming season. All producers are treated equally on a first-come, first-served basis.

All volunteers will be required to complete "Volunteer Users Agreement".

SECTION III (a)
Certification and Training

SKYE CABLE XIII will provide free* training and certification to volunteers on a first-come, first-served, and non-discriminatory basis. Workshops are provided in Camera Operations, Directing, Audio, Character Generation, Editing and Remote Equipment. Workshops are by appointment, scheduled by the SKYE staff. No classes will be taught without a scheduled appointment. To assure objective standards, all volunteers will be given a certification test and be cleared by staff members before they may operate any of the equipment. A volunteer ID may also be issued to volunteers.

*Three free training workshops will be provided for an individual on each subject. If after the third training session the individual and/or Skye staff still feels that he or she needs additional instruction, Skye reserves the right to charge the individual for the employees' time. A bank check made out to Skye Cable XIII, Inc. is required in advance of the additional training. \$25.00 per hour, or any part of an hour, will be charged. Sessions will be set up in two-hour increments. If additional time is needed, a new appointment will be scheduled and an additional bank check will be required. Skye reserves the right to refuse an access user from using Skye equipment if they so deem the access user incapable of proper use.

Each Skye Cable XIII staff member who teaches workshops is fully knowledgeable on the subjects taught. An in depth and comprehensive workshop will be taught for each area of video production. It should only take one class per access user to understand the operation of production equipment, however, we will allow up to three classes per access user for each different workshop.

A mandatory rules and regulations class will be required of ALL NEW EXECUTIVE PRODUCERS and VOLUNTEERS. This will cover the Skye Policies and Procedures Handbook in detail and allow for all access users to ask questions about policy.

Volunteers under the age of eighteen will need written parental or guardian consent, and must be accompanied by an adult to attend a workshop. The Executive Producer of any show they represent shall supervise volunteers under the age of eighteen, who are involved with the production. Due to insurance regulations, children under the age of thirteen will not be allowed in the Skye facility. A parent or guardian must accompany anyone between the ages of thirteen and seventeen.

Volunteers with former video, editing, or camera experience will still need to be certified by staff members before they operate any Skye equipment.

A master list will be kept of all those volunteers certified on all Skye equipment. If you have not been certified on the equipment, you will not be allowed to operate any of it until certification is complete.

SECTION IV
Public Inspection File

A Public Inspection File is made available to the public containing all individuals who have applied for access programming. This record is available for public inspection during regular business hours at the Skye Cable XIII office. Addresses and phone numbers will not be included in the Public Inspection File.

Persons requesting public inspection of files will be required to provide positive identification or a picture identification, which shows the person's name and address and a copy will be left on file. Copies of our *public* files are available upon request at the cost of **one dollar** per page.

Use of facilities will not be made available to any person refusing to have his or her identity and address verified and photocopied to be left on file.

All internal logs and paperwork are the property of Skye Cable XIII and are solely for Skye Cable XIII use.

SECTION V **Program Content**

Content is up to the discretion of the Executive Producer. Skye Cable XIII will not censor content with the following exceptions in accordance with DPUC regulations: **Absolutely** no advertising or promotions of any commercial or profit making entity of any kind is permitted; neither shall solicitations of monies or lotteries, or money making schemes be permitted for any purpose. Solicitations of funds of any kind, whether they are related to a profit or non-profit event or agency, or political campaigning* is strictly prohibited. Violations subsequent to a written warning will result in a suspension for the remainder of the current season, and for the following 13-week season. Infractions subsequent to a suspension and reinstatement will result in a one-year forfeiture of all privileges.

*It is permissible to encourage viewers to vote for certain candidates and hang political signage. It is NOT permissible to receive funds for endorsing a candidate, or to encourage the solicitation of funds for a candidate or political function or fundraiser.

Federal and State Laws prohibit Skye Cable XIII from exercising editorial control over any program,

No organization or company providing community access operations shall exercise editorial control over such programming, except as to a program that is obscene and except as otherwise allowed by applicable state and federal law. This subsection shall not be construed to prohibit such organization or company from limiting the hours during which adult programs may be aired. Such organization or company may consult with the Advisory Council in determining what constitutes an adult program for purposes of this subsection." [C.G.S Section 16-331a.(g).] [See; also 47 U.S.C. Section 531 (e).]

Skye Cable XIII will however schedule any program of an adult nature to an hour more appropriate to the nature of the program. Obscene¹ and indecent programs will be handled according to local, state, or federal program laws. Skye Cable XIII will abide by these rules. Obscene material is not protected free speech and carries legal sanctions. Executive Producers should familiarize themselves with the provisions of the law to the extent that it pertains to their programs. Each Executive Producer assumes full legal responsibility for the content of his/her program.

Please note that programs aired after 10:30 P.M. may be of an adult nature. Any such program must provide a disclaimer at the beginning of each show stating that the program is of adult nature and viewer discretion is advised.

SECTION V (a) **Ownership and Distribution:**

Executive Producers have exclusive ownership of all programs they produce and all rights thereto with the following exceptions:

- SKYE CABLE XIII reserves the right to record and re-broadcast any or all of the programming aired over its PEG channels including portions for promotional purposes.
- SKYE CABLE XIII has "first run" rights to all programming produced utilizing its production equipment.

¹ Under Connecticut State Statutes Obscenity will not be allowed on Public Access.

- SKYE CABLE XIII shall require a report from Executive Producers that receive compensation from sale or rental of access programs within ten days of receiving such compensation, including but not limited to grants and underwriting.
- SKYE CABLE XIII shall receive 25% of gross receipts of monies received from sales or rentals of programs produced utilizing SKYE equipment. (Failure to comply will result in suspension of all privileges for a period of one-year following the appropriate restitution.)

Skye Cable XIII will not release videotapes or copies of videotapes that belong to an Executive Producer to any member of the public or any other access user.

SECTION VI **Production Facility**

Editing and studio times are available on a thirteen-week basis for ongoing programs. Reservation forms will be mailed to those who require taping and/or editing time. Requests for time will be granted on a time available basis.

Regarding the actual process of the cablecasting of programs, staff will be responsible only for placing shows on and off the air, for any necessary adjustments to color of camera or white balancing, and for control of on-air tapes, including PSA's. Beyond these efforts, in order to assure across the board fairness, staff is not permitted to function as crew. Executive Producers must acquire a crew trained and **certified** to complete these tasks. Per DPUC mandate, all in-studio produced programs must have at least one crewmember assisting with a program, or that program will not be produced. Staff may assist when unforeseeable technical problems arise.

Live programs must remain a live program for the remainder of a thirteen-week season or be terminated. A live show cannot change status to a taped show once it is scheduled. Nor may a taped show go live.

Live programs are allowed to broadcast **one** pre-recorded video clip per episode, not to exceed ten minutes during their 28-minute timeslot.

All programs live or taped, are permitted editing and taping time, with priority granted to taped programs.

Each taped program is granted a two-hour editing session per week. Programs may request extra editing time on an as needed and time available basis, not to exceed six hours per week.

Each half-hour taped program is granted one hour of taping session per week, or ninety minutes bi-weekly. Programs may request extra taping time on an as needed and time available basis.

Each one hour taped program is granted up to 90 minutes of taping time per week.

Please, be considerate and call if you cannot make a scheduled appointment. An Executive Producer who does not show up for more than three taping sessions, editing sessions, workshops or portable equipment sign-outs, without notifying the staff of their cancellation, will lose their status as a producer. You will be warned upon the third violation with a letter. Upon a fourth violation, your privileges will be revoked.

There are three curtains on an electronic track that are available for producers to utilize as a backdrop. Only one curtain should be open at a time. Only staff may operate the curtain controls. Please do not block the path of the curtain track in any way. Red tape has been placed on the floor to identify the path. Do not place anything behind the red tape. Violations subsequent to a written warning will result in a suspension for the remainder of the current season, and for the following 13-week season.

Taping *live*, the process of videotaping a production just as though it were going out *live*, is an option. However, this option may not always be possible if the production calls for insertions of previously recorded

material. This option will depend on the workload and responsibilities of the staff. The preferred alternative will be for clips to be edited in during postproduction by a trained volunteer.

All live programs are given twenty-minutes set-up time prior to cablecast, and ten minutes clean up after cablecast.

Set striking policy: The majority of programs utilize the oval table and two chairs for their productions. Therefore, it is the responsibility of the Executive Producer to ensure that this is the way the set is left after his or her production time is over. The only exception would be per order of a staff member.

An Executive Producer who is fifteen minutes late or more for a production appointment loses the appointment for that day. The time may be reassigned to others as needed.

A live program will be forfeited for the following reasons:

- The Executive Producer is one or more minute late for the scheduled airtime.
- The program is not prepared to air by five minutes after the scheduled airtime, including but not limited to the host not being present.

Chromakey may be used dependent upon staff availability and/or technical function of chromakey unit. This is provided as a courtesy and is not a guarantee.

SECTION VI (a) **Telecommunications**

Provision of telephones for live programming is a courtesy on the part of SKYE CABLE XIII management; such may be made available at the sole discretion of Skye Cable XIII.

If telephones are provided, the use should be related to live programs only. Please avoid the use of phones for calls of a personal nature, except in cases of emergency.

Caller ID is in use for all live programming. If a live program utilizes a call-in format, they must put a graphic up to alert the viewers that Caller ID is in use.

Executive Producers and Volunteers are forbidden to call a viewer whose number they obtained from the Caller ID unit.

Any use or calls violating these rules will result in curtailment of telephone privileges. Toll calls, directory assistance, star sixty-nine, etc... constitute theft and will be charged to the Executive Producer's account with a warning letter. Any additional violation will result in suspension of one year.

SECTION VII **Rules of Conduct**

Skye Cable XIII has **ZERO TOLERANCE** for any violence in this facility! This includes threatening language or harassment of any kind directed toward Skye staff, producers, or any access users. This behavior will be handled swiftly. The police will be called immediately upon the first perception of a threat and they will sort out any problems. Skye's goal is to foster individual respect within a safe and healthy working environment.

The following rules of conduct will be enforced. Violation of the following rules will result first in a warning letter, then a suspension of privileges of **thirty** days for subsequent violations.

There is *no smoking* in the building, production facility or restrooms.

Young children should not be at the Skye Cable XIII facility unless they are participating on stage during a production. Due to insurance regulations, children under the age of thirteen will not be allowed in the Skye facility unless they are a legitimate part of program content. A parent or guardian must accompany anyone between the ages of thirteen and seventeen. Unruly children and their parent(s) or guardian(s) will be asked to leave.

No food or beverages are allowed in the control room or in the edit suites. (Drinks are permissible in the green room and in the production studio.)

The kitchen area is for staff use only.

The front lobby desk is for staff use only. Do not use the business phones at the front desk, or in the control rooms. If you need to use a phone, ask the staff member on duty which phone to use.

No running or other forms of disruptive behavior will be tolerated.

We will not tolerate the refusal to follow or restore order as required by Skye Cable XIII staff.

We will not tolerate the failure to promptly vacate editing suites or production studio at the end of the scheduled time.

We will not tolerate the hindering of activities of staff, volunteers or other Executive Producers.

It is unfortunate that in the past we have had to deal with personal hygiene issues. Skye staff reserves the right to ask any individuals to leave if the personal hygiene of those individuals poses a health threat or causes intolerable conditions in the Skye facility.

No tacks, nails, pinholes or tape are allowed on the walls in the production studios.

No climbing on the furniture of the production studios is allowed.

No "clowning around" or "horse play" in the studio or Skye facility will be tolerated.

For the safety of Executive Producers, users, guest(s), and staff and per Skye Cable XIII regulations, the following will **not** be allowed in the facilities of Skye Cable XIII at any time:

- **More than twelve people in the studio at any given time, per fire code**
 - **More than four people in the booth for a given show at any time**
 - **Guns of any type**
 - **Any type of weapon that can cause harm,**
 - **Any dangerous animals, reptiles, birds, etc...**
 - **Illegal Drugs**
 - **Syringes**
 - **The act of "glue sniffing" or "huffing"**
 - **Alcoholic Beverages***
 - **Or anything that can cause harm or is dangerous to anybody**
 - **Children under the age of thirteen that are not on stage for a production**
- **Children between the ages of thirteen and seventeen unless accompanied by a parent or guardian**

*Alcoholic Beverages are permitted only on the set for the purposes of the show content, (for example; a wine tasting show). Any abuse of alcohol or any public drunkenness is not permissible. Violators will be asked to leave.

The following major violations will result in immediate suspension of SKYE CABLE XIII Access privileges for one year:

Any act of physical violence against any other individual on the SKYE CABLE XIII premises, (which includes inside the facility and the parking lot).

Verbal threats of violence or harassment constitute a violation of law and will be referred to the police department for appropriate action.

Abuse, theft, vandalism, or willful damage to Skye Cable XIII property or facility.

Rematching, rewiring, color adjustments of monitors, adjusting levels or coloring balance of camera, or any other non-approved use or unauthorized alterations by volunteers. (If you are not certain what you're allowed to change, CHECK with staff.)

The wiring of personal production equipment in with Skye Cable XIII equipment.

Removal of equipment without appropriate authorization and checkout procedures.

The possession of firearms or other lethal weapons.

Violation(s) of Municipal, State, or Federal Law, while on Skye Cable XIII premises or in any connection with Skye Cable XIII/PEG Access.

Reserving or checking out the equipment for any non-certified person or organization.

The possession or use of illegal substances while on Skye Cable XIII premises, (inside or outside), or while engaged in any Skye Cable XIII/PEG production.

Failure to report funds received from grants, sale or rental of Access Programs.

Damage to equipment as a direct result of unruly behavior.

Misrepresentation of anyone as a SKYE CABLE XIII employee in order to gain access to events, goods, or any other benefits associated with such representation.

Until such time as complete restitution of funds owed to Skye Cable XIII because of any loss, damage to or theft of Skye Cable XIII equipment or facilities is made; all privileges are indefinitely suspended. Other sanctions may apply in accordance with policies outlined elsewhere.

All access users are responsible for their actions. Executive Producers will be held responsible for the behavior of their guests and for their program content. **Any staff person on duty may require objectionable behavior to be immediately terminated, or may require persons deemed to have engaged in such behavior to vacate the premises. Failure to comply carries the penalty indicated above.** Such judgments are subject to review by Skye Cable XIII management and/or the Greater Waterbury Cable Council.

Any Executive Producer, Volunteer, Guest or host is forbidden to harass Skye employees. This includes stalking, making obscene phone calls to the staff member at work or home, making sexual innuendos or in any way threatening Skye employees. Such action will cause the offender to be **banned for life** from the Skye studio.

Anyone who maliciously mishandles or in any way attempts to sabotage Skye property will be banned for life from the Skye Cable facility.

SECTION VII (a)
Appeal of Disciplinary Action

Any User of the Community Access facilities may appeal any disciplinary action, in writing, to the person(s) granted responsibility for managing Access by the CT DPUC, or to the Advisory Council. An Access Executive Producer or channel viewer has the right to file a complaint in the event of a perceived infraction, dispute, or disagreement with Skye Cable XIII policies, rules, regulations, or programming, currently:

Manager of Skye Cable XIII
117 Sharon Road
Waterbury, Connecticut 06705

If dissatisfied with the decisions made by Skye Cable XIII management contact the:

Greater Waterbury Cable Council, Inc.
Post Office Box 503
Waterbury, Connecticut 06720-0503

If dissatisfied with the decisions made by the Greater Waterbury Cable Council, a final appeal may be made, in writing to:

The Secretary
CT Department of Public Utility Control
10 Franklin Square
New Britain, CT 06051

SECTION VIII
Program Scheduling Policy

Skye Cable XIII operates Public Access on a 13-week programming season. New seasons commence in January, April, July and October.

All new producers should have an *application for a new show* and all appropriate paperwork on file seven weeks prior to the posted date of the new season.

New show applications should be hand delivered to Skye Cable with proof of residency in our franchise area. The staff member on duty will photocopy your driver's license or State of Connecticut Legal ID for our records. If you do not have such identification we cannot accept your application.

Producers who have a current application on file and wish to take a season off do not need to re-apply for a new show should he or she return. However, we do require you to put a request in writing seven weeks before the beginning of the next season that you wish to resume your program.

Franchise residents should have a time-slot application on file beginning 6 weeks prior to the posted date of the new season, for a thirteen-week series. The deadline for each new season will be posted at the Skye facility.

Programs are scheduled on a first-come, first-served basis. Every reasonable effort will be made to accommodate a request for airtime.

58 minutes programs will not be scheduled to air during prime time.

Time periods cannot be adjusted until the next quarterly cycle *unless* program content is deemed unfit for its current time slot.

Bi-weekly and monthly shows will be paired on the schedule with other bi-weekly and monthly shows.

In order to properly administer scheduling requests for programs, all programs are required to present fresh programs for a minimum of 10 weeks in a season. Failure to do so will result in the loss of their weekly timeslot status. The program will be changed to "special presentation" status for the remainder of the current season.

Executive Producers are required to be present during the actual production of any program. If the show is taped then the Executive Producer must be present during the recording of the production. They do not need to be present during its cablecast time. In the event that the Executive Producer is not present during live production, *the production will not be allowed to go on*. If you know that you are going to be absent during your scheduled time, you may make arrangements to record at an alternate time. *Any Executive Producer with a live program who cablecasts a taped program, or any taped program that replays a prior taped show will be charged with one absence*.

Executive Producers who cannot continue doing their shows for three or more weeks, for whatever reason, may terminate their shows with no penalty against them if such request is put in writing and submitted to Skye. Special presentations or filler programs will then occupy that time. They may apply for special presentations until the new programming cycle begins at which time the Executive Producer will have to reapply for a time, just as any other Executive Producer.

In order to properly administer and account for programming classification; Executive Producers will not be allowed to combine their time slots with another time slot, (i.e., combining a live show with a taped show), nor will they be allowed to swap time slots as in playing a tape in a live time slot so two live shows may combine their times.

If an Executive Producer is unable to make a live broadcast and has not provided a re-run or taped program of their show to air in their slot, a filler tape will be played. Filler tapes are chosen by Skye Cable XIII. **These time-slots will NOT be opened up as Special Presentation time-slots.**

If your show is a taped show it will remain taped for the remainder of the 13-week season. If your show is live, it will remain live for the remainder of the 13-week season.

Executive Producers will not be allowed to produce a show in another Executive Producer's time slot, e.g. shows running live, back-to-back. There are to be no "back to back" live timeslots, even for Special Presentations.

Those persons wishing to cancel their thirteen-week series may apply to do so by signing a termination form. You will be allowed to produce specials, bi-weekly, or monthly shows. An effort shall be made by the staff to accommodate as many requests as reasonably possible.

All Government programming takes precedence over other formats on Channel 21. Taped Government meetings will continue to run on a 12 to 24 hour loop format. Specials running on 21 will air on a 6-12 hour loop depending on availability. This is subject to change as deemed necessary. If this policy changes it will be posted at the Skye facility.

Any individual who signs as Executive Producer for an official Government meeting may also assume the role of a regular Channel 13 Executive Producer OR may produce two specials per month.

Skye Cable XIII reserves the right to preempt programming on all channels for special presentations, election coverage, origination news coverage, and special circumstances such as inclement weather conditions or emergency broadcasting. Skye Cable XIII also reserves the right to produce special programming such as election coverage and holiday specials. Skye Cable XIII as Executive Producer reserves the right to choose who will crew and host their specials.

Inclement Weather Cancellation: Please note that only live programs and programs with production times will be called due to cancellation. If you are considering dropping off a tape on a day with questionable weather, please call the station first to ensure we are open.

Skye Cable XIII reserves the right to close for holidays. A list of closings will be posted at the Skye facility.

Skye Cable XIII reserves the right to precede any program with parental discretion advisories, disclaimers or other informational material, which in the judgment of staff or management is appropriate to the protection of minors, should they be in the possible viewing audience. Skye Cable XIII management may also time shift programs of an "adult" nature to 10:30 or later.

In order to properly administer programming, Executive Producers will be allowed three reruns during their regularly scheduled time. Executive Producers in violation will result in a warning letter followed by appropriate action. Subsequent violation will result in suspension of the program for the remainder of the season, and ineligibility for a regularly scheduled program during the next season. Station fillers, or programs used to fill a vacant time do not count as a rerun.

Delays going on-air caused by equipment failure, or due to the fault of a staff member, will be entitled to run for their complete time. This may cause a slight time shift in programming times. Every reasonable effort will be made to avoid such occurrences.

Those live programs delayed due to program volunteers will end at the scheduled time. Taped programs whose length exceeds proper time constraints will be ended at the regular scheduled time.

Channel 21 regularly scheduled programs will be held to the same standard as Channel 13 regularly scheduled programs. They will run in a thirteen-week season and be allowed three re-runs or cancellations. Programs will be a 28-minute running time, with live shows on the hour and taped shows on the half hour. Time slot applications will be mailed to each producer and will be accepted on a first-come, first-served basis. Certain nights will be set aside each thirteen-week season for regularly scheduled government shows. These will be indicated on the time slot application.

SECTION IX **Special Presentations**

All special presentations are subject to the acceptance of management, on a time available, first-come, first-served basis. Live specials on Channel 13 are limited to a half-hour. All other specials are not given a time limit. Anyone wishing to submit a special proposal form must do so at least one week in advance before requested air date, but no sooner than four weeks before requested air date. This must be accompanied by legal photo ID with proof of residence. Rules for Executive Producers of special programming remain the same as those for Executive Producers of regular programming. The Executive Producer of a special must be present during the production of the program.

Special presentation forms may no longer be faxed to Skye Cable. We require the original form.

If multiple producers are waiting at Skye Cable's door to submit a special presentation application form, only one form will be accepted from each person at a time.

If a special presentation tape is not in Skye's possession at the time it is scheduled to air, the producer will forfeit that airtime. Skye reserves the right to air the program of its choosing during the forfeited time.

Executive Producers of a regular thirteen-week, bi-weekly or monthly programs are not eligible to produce specials.

All special presentation tapes must have at least two minutes of control track laid down on the beginning of the tape and at the end.

All special presentation tapes must have the tape running time clearly marked on the label. Skye reserves the right to not air a special presentation videotape that is not marked with the tape running time.

Executive Producers of specials are entitled to no more than two special presentations per month.

Every effort will be made to put specials on air at the time they are scheduled. However situations may arise that could delay, or entirely cancel a special. Every effort will be made to reschedule at the next available opening.

Programs that have already aired as a regularly scheduled program or a special may NOT be re-run under the premise of a "new" special. Once a special has been aired it shall not be re-run. Clips from the original special may be utilized in addition to new material, but at least 15 minutes of additional content must be added in order to qualify as a "new" special.

All school related sporting and other events will be broadcast on Channel 16.

Live specials are now available for elected or appointed officials on Channel 21. The days may change with every thirteen-week season and are based on availability. This option may be subject to change if time slots are not available. See the Production Manager for availability.

SECTION X **Funding and Underwriting**

Executive Producers may seek funding to cover expenses incurred for the production of community access programs. Funding sources should be credited at the beginning or end of an access program, as permitted by the CT DPUC and the policies contained within this document. Any business or institution may be given underwriter credits as follows:

1. Credit may be given at the opening and at the conclusion of a program.
2. Underwriter credits may appear for no longer than 15 seconds per underwriter.
3. All programs are required to submit a list of all underwriters prior to the cablecasting of the program.

SECTION XI **Portable Equipment**

SKYE CABLE XIII offers portable equipment for sign-out and remote productions to verified and certified residents of the franchise, for the sole purpose of producing SKYE CABLE XIII/PEG programming.

Only certified individuals may sign out portable equipment, and certified individuals may only utilize the equipment. If it has been discovered that a non-certified individual has utilized Skye Cable's portable equipment, the person who signed the equipment out will be issued one warning letter. If there is another violation of the same policy, that person will lose portable equipment privileges for one year.

Certified individuals may reserve the portable equipment for one calendar day four times a month. Additional time may be granted on a time available basis.

Skye Cable XIII is not responsible for any technical problems with portable equipment being utilized on a remote shoot.

Skye Cable XIII provides tripods and microphones to be signed out with portable camcorders if so needed.

Portable Equipment can only be taken out once a week in a twenty-four hour period with the exception of special circumstances per approval of station management.

Only one camera per person may be signed out with the exception if an additional camera is available at the time. A second camera may be taken out at the discretion of the staff.

Failure to return the portable equipment by the designated time will result in a written warning for the first offense followed by a six-month suspension of Skye Cable XIII portable equipment for subsequent violations.

The access user who has signed out portable equipment is responsible for that equipment, including damage, theft or loss, to the extent of 100 percent of the first \$500.00 and 25 percent of damage/loss above that amount. Use of Skye Cable XIII facilities and equipment will be denied to any persons owing money for previous losses to Skye Cable XIII until such time as complete restitution has been made.

Failure to notify the staff of damage, loss or theft of equipment will result in immediate suspension of portable equipment privileges for one year.

Portable equipment must be returned in a neat and orderly manner. Staff will inspect all returned equipment to ensure proper operation and order. First violations will result in a written warning. Subsequent violations will result in a 30-day suspension of portable equipment privileges.

Portable equipment is to be used exclusively for Skye Cable XIII/PEG related projects.

Skye Cable XIII's portable equipment is not to be utilized for profit. All violations will result in suspension of privileges for a period of one year.

SECTION XII

Video Tapes

Skye Cable XIII does not provide or sell videotapes. All productions must provide their own videotapes.

Executive Producers are responsible to record their live shows and are allowed only one copy per program.

Skye Cable XIII is not responsible for copying videotapes.

Skye Cable XIII staff will not accept tapes that are not clearly labeled, or tapes that do not meet Skye Cable XIII's reasonable technical standards to avoid equipment damage.

Tapes must be labeled with the title of the program as it appears on the Channel 13 or 21 schedules, or special presentation form. Skye will not be held responsible for not airing programs that are mislabeled.

Video labels should be tightly sealed to the videotapes. A loose label can jam in the video player causing damage. Any damage incurred by a loose label will be the financial responsibility of the Executive Producer. Skye reserves the right not to play a tape if they feel that tape may cause harm to our equipment.

No VHS-C tapes or VHS-C adaptors will be used on Skye equipment.

Skye Cable will not accept videotapes that are mailed in. Videos must be HAND DELIVERED. It is not the responsibility of the staff to go through the mail in anticipation of programs and ensure they are on the proper shelf before the scheduled air-time.

Tapes that are on the wrong speed will be marked as a cancellation. All tapes should be VHS or SVHS on Standard Play (SP) only.

The use of re-cycled tapes that do not have black laid down over the remainder of the tape will not be accepted. Skye is not responsible for verifying where a program starts and ends on a recycled tape that has old video on it.

You may not submit a two-hour tape for a 58-minute show and have Skye cut the show off in the middle. The same goes for an hour-long tape with a 28-minute show, etc. There must be proper end credits.

If a recycled tape is old and worn and malfunctions in our playback decks, it will be immediately pulled.

Skye Cable XIII requires one minute of black laid down at the beginning and end of each taped program.

Skye Cable mandates that access users may submit ONE program per tape. Multiple shows are no longer acceptable. If you hand in a program with multiple shows, you will be charged with a cancellation.

All tapes should be queued properly each week by the Executive Producer. Tapes that are not properly queued will not be broadcast, and the Executive Producer will be charged with a cancellation.

We have experienced a number of problems with videotapes running short. If a program runs shorter than its allotted time of 28 or 58 minutes, it will be considered a cancellation and you will be issued a warning letter. The same will happen for a second or third time. On the fourth violation, the program will be terminated for the remainder of the programming season.

Executive Producers must ensure prompt arrival of taped programs prior to cablecast. Should a tape not arrive in time for the scheduled cablecast, a filler program will be substituted and aired in its entirety.

While every reasonable effort will be made to safeguard videotapes, no responsibility can be assumed for the loss, theft or damage. Such items should be removed from the facility by date of the production's next cablecast.

Executive Producers of taped programs are permitted to tape one copy of their program.

Videotapes of programs are owned by and available only from the Executive Producer of that program.

Any tapes left at the Skye facility for more than thirty days after it airs will be recycled.

SECTION XIII ***Miscellaneous***

Reasonable effort will be made to safeguard graphics; however, with regard to Skye Cable XIII, no responsibility is assumed for the loss or deletion of graphics left in either of the character generators. Back-up disks are strongly recommended.

Due to limited space and the possibility of interfering with another's production, arrival at the Skye Cable XIII facility more than 30 minutes prior to production is not recommended. Persons waiting to participate on a show should remain in the "green room" area until appropriate to move into the control room and production studio.

Persons not associated with an on-going program are permitted in the studio only with the explicit permission of the program's Executive Producer. Only persons who are actually working on the production are allowed in the control booth, all others may wait in the green room.

Executive Producers are legally responsible for securing any necessary copyright release(s) or for any copyright infringements.

Access users will be charged \$1.00 per page for any photocopies they need made by Skye Cable XIII staff.

Due to limited storage space, Executive Producers are not permitted to store set materials or props at the Skye Cable XIII studio. Skye provides certain set props available for all producers to use. Program using additional set materials must transport them on a per show basis.

Volunteers associated with a program following the one currently on-air must remain in the "Green Room" area for ten minutes following the conclusion of the show to allow for proper clean-up and staff inspection. Staff will ensure that delays of longer than ten minutes will not be permitted. Violations will be logged, and penalized according to prescription provided under "hindering other Executive Producers."

The Skye Cable XIII offices are for staff use only, and should not be entered in the absence of a staff member. First time violators will be issued a written warning. Second time violators will result in a 14-day suspension of privileges. Subsequent violations will result in a one-year suspension of privileges.

Editing and production sessions should always be scheduled in advance. Please do not "drop in" to use the editing suite or the production facility.

If an Executive Producer has a change of address or telephone number, it is his or her responsibility to notify SKYE management of the change. Skye Cable XIII will not be held responsible for any mail that cannot be delivered due to the failure of an Executive Producer notifying us of a change. Additionally Skye Cable XIII will not be held responsible for mail that cannot be delivered due to vacations, lost mail or any other delays or conditions.

Mailings go out to current Executive Producers (those who produce a regularly scheduled program for the current broadcast season).

SECTION XIV
Definitions of Public Access Users Titles

Executive Producer:

The person assuming ultimate and legal responsibility for a production. The individual who signs all legal paperwork, the one to whom all mailing and memoranda shall be sent. The Executive Producer is responsible for the action of all crewmembers and for all equipment used by them. The Executive Producer of a program on any of Skye Cable XIII's channels must be a resident of the Franchise area. The Executive Producer is required to be on the premises during any production of their program. *A **New Executive Producer** is defined as a person who has **never** produced a thirteen-week series. **Each Executive Producer is entitled to one weekly or bi-weekly program per season on either Channel 13, 16 or 21.***

Director:

The person assigned by the Executive Producer and willing to be in over all charge of all technical aspects of the production. The director gives all instructions to technical crew members as well as to the on stage talent. The Director makes camera shot decisions. The director need not be a Cable franchise area resident.

Host(s):

The on-air person who opens each program, facilitates interviews, inter-acts with live telephone callers and concludes on- camera program activities.

Volunteer:

All persons associated with PEG Access productions, other than paid staff, are volunteers. However, for the purposes of definition, "volunteers" shall be all other persons assisting the Executive Producer in creating and facilitating a PEG Access program. Each volunteer is required to complete the necessary information forms, as well as being certified to operate equipment.

SECTION XV
Staff Responsibilities

Staff will apply all policies objectively and fairly toward all.

Staff will check the equipment frequently to ensure proper working condition. All problems will be logged.

Staff will maintain a bulletin board containing only **Public Access related** materials. Any volunteers wishing to post any material must submit it to the Station Manager for approval. Only the Station Manager can approve material. Only Staff can post material. Any unauthorized material will be removed and discarded.

Staff will establish and maintain current files or dated lists showing requests for programs, time schedules, reservations for portable equipment, logs of rerun programs, and daily logs of routine.

A sign in log is maintained of Executive Producers using production studio with sign-in and sign-out required at all times. A check for cleanliness/orderliness upon conclusion of each use of the production studio, control room, or editing suite(s) is required by staff, along with staff initials indicating approval.

SECTION XVI
Final Notes

This document is the written specification of the Community Access Provider's rules, regulations, policies and procedures governing the provisions of Community Access Programming.

This document is required by law. It has been prepared with the advice and assistance of Skye Cable XIII's legal counsel, and the State of Connecticut Department of Public Utility Control.

In order to maintain compliance with applicable legal requirements; it may be necessary to revise this document prior to its annual review; in accordance with C. G. S section 16-331a(b).

Skye Cable XIII reserves the right to revise this document on advice of its legal council prior to such annual review. We will post any revisions on the facility bulletin board with the date of the revision.

Footnote Explanation Number One.

DPUC LAW STATES: "No organization or company providing community access operations shall exercise editorial control over such programming, *except as to programming that is obscene and except as otherwise allowed by applicable state and federal law.*"

Under the General Statutes of Connecticut **obscenity** is defined as

(1) Any material or performance is "obscene" if, (A) taken as a whole, it predominantly appeals to the prurient interest, (B) it depicts or describes in a patently offensive way a prohibited sexual act, and (C) taken as a whole, it lacks serious literary, artistic, educational, political or scientific value. Predominant appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or performance or the circumstances of its dissemination to be designed for some other specially susceptible audience. Whether a material or performance is obscene shall be judged by ordinary adults applying contemporary community standards. In applying contemporary community standards, the state of Connecticut is deemed to be the community.

(2) Material or a performance is "obscene as to minors" if it depicts a prohibited sexual act and, taken as a whole, it is harmful to minors. For purposes of this subdivision: (A) "Minor" means any person less than seventeen years old.

Obscenity includes the following:

1. Any material or a performance that depicts a prohibited sexual act and, taken as a whole, it is harmful to minors.
2. "Prohibited sexual act" means nude performance², erotic fondling³, sexual excitement⁴, sadomasochistic abuse⁵, masturbation⁶ or sexual intercourse⁷.

² "Nude performance" means the showing of the human male or female genitals, pubic area or buttocks with less than a fully opaque (nontransparent) covering, or the showing of a female breast with less than a fully opaque (nontransparent) covering of any portion thereof below the top of the nipple, or the depiction of covered male genitals in a discernibly turgid state in any play, motion picture, dance or other exhibition performance of an audience.

³ "Erotic Fondling" means touching a person's clothed or unclothed genitals, pubic area, buttocks, or if such person is a female breast.

⁴ "Sexual Excitement" means the condition of human male or female genitals when in a state of sexual stimulation or arousal.

⁵ "Sadomasochistic abuse" means flagellation (abuse) or torture by or upon a person clad in undergarments, a mask or bizarre costume, or the condition of being fettered (tied up), bound or otherwise physically restrained on the part or so clothed.

⁶ "Masturbation" means the real or simulated touching, rubbing or otherwise stimulating a person's own clothed or unclothed genitals, pubic area, buttocks, or, if the person's is a female, breast, either by manual manipulation or with an artificial instrument.

⁷ "Sexual intercourse" means intercourse, real or simulated, whether genital-genital, oral-genital, anal-genital or oral-anal, whether between persons of the same or opposite sex or between a human and an animal, or with an artificial genital.