

**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 Energy and Environment Protection, Public Utilities Regulation Authority, hereinafter referred to as **PURA**. Skye Cable XIII is the sole legal entity responsible for providing community access operations within the cable and U-Verse 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**

PURA regulation [section 16-333-31(6)] defines Community Access as including; **one**, *public access*; **two**, *educational access*; **three**, *government access*. PURA regulation [section 16-333-31(2)] defines *public access* as the use of a cable television channel for non-commercial programming by any person. PURA regulation [section 16-333-31(4)] defines *educational access* for non-commercial educational programming. PURA regulation [section 16-333-31(5)] defines *governmental access* for non-commercial government programming. PURA 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 96 - (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.

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 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 will be issued to volunteers and must be visible when in our facility.

*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 PURA 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. This includes any advertising done by a guest of a program, or callers to a program. The Executive Producer is ultimately held accountable for all content of their program. Advertising 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 10:00 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.

All programs, live or taped, must have beginning and end credits. The beginning must have the program title; the end must have at least the title Executive Producer and the name of that producer. We encourage you to acknowledge all individuals involved in the production in the end credits, however we only require the listing of Executive Producer.

SECTION V (a)
Ownership and Distribution:

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

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

- 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.
- 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 will not release DVDs or copies of DVDs 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 may 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 DVDs, 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 PURA 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 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.

In the Edit Suite each producer will be allowed up to 100 Gigs of space on our hard drive to edit their show. Each producer should clear out their space each season to keep from going over their limit. It is suggested that producers backup their footage on their own portable external hard drive in case they will need access to this footage at a future time to edit. Requests for extra space in excess of the 100 Gig limit will be handle on a case by case basis by staff. The space allowed is for active producers only. If you take a season off, you must remove your footage from the system until you return. Skye reserves the right to remove any footage from the system from any producer who violates the above policy.

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, classes 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 for the remainder of the current programming season, and the following season.

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. 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 taping or editing 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 minutes 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.

Chroma key and virtual sets may be used dependent upon staff availability and/or technical function of chroma key unit. Volunteers must be trained on these functions if they wish to utilize them. 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.

Anyone who violates the ZERO TOLERANCE policy will be suspended from the Skye Cable Facility for a period of one year. Any further violations will result in a lifetime ban of the Skye Cable Facility.

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.

Any animals brought into the Skye facility must be for the purpose of appearing on the air (with the exception of service animals). Any dogs or cats brought into the Skye Cable facility must have proof of vaccinations submitted to us a week before the animal is brought to the facility.

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***
 - **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.

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, 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.

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 PURA. 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 actions of Skye Cable XIII management contact the:

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

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

The Secretary
PURA
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/or around 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.

When preparing the thirteen-week programming schedule, live shows will be scheduled on the hour and taped shows on the half-hour. Any extra available "on the hour" time slots will be used for special presentations and/or to plug in other taped programs. Programming decisions are at the discretion of Skye.

58 minutes programs will not be scheduled to air during prime time. Skye Cable Prime Time is 7:00 P.M. through 10:00 P.M.

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.

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 DVD of their program of their show to air in their slot, a filler program will be played. Filler programs 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, in the same studio.

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 96. Taped Government meetings will continue to run on a 12 to 24 hour loop format. Specials running on 96 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 programming Executive Producer OR may produce two specials per month. Any municipality that has a live feed from a location in their town/city for the purpose of broadcasting official government meetings may be granted a live feed on Channel 96 (or 16 if applicable). Any replay of these meetings or any DVDs of municipal meetings that did not go live MUST be delivered to Skye Cable for broadcast.

Any individual sending a live feed from a government meeting must call Skye Cable at least 10 minutes before the scheduled start of the meeting to ensure feed is working properly. Additionally, they must call Skye Cable at the conclusion of the meeting so the staff knows when to pull the feed.

Any audio or video problems coming from the feed of a municipality is the responsibility of the Executive Producer of the meeting being broadcast. If there is no audio on a meeting feed, it will be pulled. It is up to the producer to ensure all equipment is working soundly on their end.

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. 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 DVD 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 10:00 P.M. 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 96 regularly scheduled programs will be held to the same standard as Channel 13 regularly scheduled programs. Certain nights will be set aside each thirteen-week season for regularly scheduled government shows.

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 Channel 96 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 DVD 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 presentations must have beginning and end credits. The beginning must have the program title, the end must have at least the name of the Executive Producer and that title.

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, unless otherwise approved by Skye management.

Live specials are available for elected or appointed officials on Channel 96. 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.

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 PURA 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 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 the next violation and one year 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.

Skye Cable reserves the right to prohibit producers from utilizing digital portable equipment if the producer has demonstrated poor handling of any equipment in their care.

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 unless in compliance with the policy of presenting 25% of all profit to Skye Cable. All violations will result in suspension of privileges for a period of one year.

SECTION XII **DVDs**

The only format that Skye Cable will accept for broadcast is DVD.

Due to storage constraints, no more than two DVD's per show per week may be left on the shelf. If you do leave more than one DVD per visit, you MUST have them in separate library cases, clearly labeled with the proper air dates. You may not store multiple DVD's in one single library case.

DVDs and Mini-DV videotapes are available for sale at Skye.

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 DVDs.

Skye Cable XIII staff will not accept DVDs that are not clearly labeled, or DVDs that do not meet reasonable technical standards to avoid equipment damage. If an unlabeled DVD is left for broadcast it will not be aired.

DVDs must be labeled with the title of the program as it appears on the Channel 13 or 96 schedules, or special presentation form. Skye will not be held responsible for not airing programs that are mislabeled.

Skye will only accept DVD's with the program information written on the surface of the disc in permanent felt marker. We will no longer accept paper labels of any kind on the surface of the discs as they can throw the balance off of the player, causing damage to the machine and the disc.

Skye Cable will not accept DVDs that are mailed in. DVDs 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.

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

Skye Cable mandates that access users may submit ONE program per DVD. Multiple shows are not acceptable. If you hand in a program with multiple shows, you will be charged with a cancellation.

We have experienced a number of problems with DVDs 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 upon the second offense. The same will happen for third offense. On the fourth violation, the program will be terminated for the remainder of the programming season and the following season.

Executive Producers must ensure prompt arrival of taped programs prior to cablecast. Should a DVD 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 DVDs, 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 burn one copy of their program.

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

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

Guidelines for submitting DVD's to air on Skye Channels



We can only accept DVD's that are housed in DVD Library Cases.

We will not accept DVD's that are in CD jewel cases or paper or plastic sleeves.

The DVD disk must be clearly labeled with name of show, total running time and date of broadcast, using permanent felt marker only, not paper labels.

The library case must be clearly labeled with the name of the show on the spine of the case.

One show per disk, we will not accept DVD's that have multiple programs or multiple episodes of programs on them.

It is preferred that if you are submitting a show to air on channel 96 to loop, that it does not have a DVD menu on it or a countdown or slate. Please make sure that if you are burning a DVD on a standalone unit the DVD is finalized, this process makes the DVD work in any DVD player.

If you are making the DVD on a computer, please check to make sure the software can create chapter points, this allows us to set the loop in and out points easier.

ONLY ONE TITLE PER DISC

When you begin to record on a DVD recorder, it creates a title on the disc. This is the first thing recorded on the disc. If you stop recording and then begin recording again, a second title is created plus a menu that allows you to choose which title to view.

Because our DVD players don't allow us to set in/out points across two or more titles, it is vital that any DVD you create only contain one title. If you are recording a DVD from multiple tapes, please use the pause button, do not press stop, then continue recording, press stop only after you are finished recording the DVD. Only up to 30seconds of black before and after a program is suggested. If you record much more than that after the program, make sure that the above guidelines are followed in order for us to set in/out points. Also, check your DVD-Recorder manual to see if it allows you to set a recording time, that way you will be able to set a total time to record, then the machine stops recording on its own.

Failure to follow these guidelines may result in your program not airing.

Acceptable DVD media are, **DVD+R, DVD-R** We cannot air DVD-RWs (re-writable).

Please note that if you are dropping off a DVD for the first time, you will be asked to wait so we can test it out to determine if it is compatible on our equipment.

We have a DVD burner for use in the Studio to record taped programs. The only acceptable DVD format for this burner is a DVD-R disc.

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.

If a staff member feels your taping will go over the allotted time causing the next producer a delay, the production will be shut down.

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. Executive Producers must sign a copyright disclaimer form which protects Skye Cable XIII, Inc., Comcast Cable, AT&T U-Verse and AT&T Connecticut from any copyright violations. Skye Cable XIII, Inc. Comcast Cable, AT&T U-Verse and AT&T Connecticut will be held harmless from any and all liability or other injury (including without limitation attorneys' fees, court costs and other reasonable costs of defending claims) caused by claims of libel, slander, defamation, invasion of privacy or publicity, or the infringement of common law or statutory copyright or any other intellectual property rights of a third party, including, without limitation, music performance rights or any literary, artistic, dramatic or other rights of any third party; unauthorized use of any trademark, trade name or service mark; and any claim that any content is obscene or violates any other rule, regulation or law.

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. **Be sure to have a working phone number on file. In the past we have not been able to leave messages due to full voicemail box, no answering system, a private pin number or extension needed, etc. We will not be held responsible for not having the ability to contact a producer by telephone.**

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 96.***

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. Skye staff members may work as contract crew members on shows that air on Skye Cable by our Executive Producers. If a producer does not have a crew, they cannot go on the air. However, with this policy in place, they can ask for a staff member to crew their show for a fee. See Skye management for specific details.

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 PURA.

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 counsel prior to such annual review. We will post any revisions on the facility bulletin board with the date of the revision.

Footnote Explanation

PURA 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:

Any material or a performance that depicts a prohibited sexual act and, taken as a whole, it is harmful to minors.

"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.