



# Public Access Rules and Guidelines



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**Hours of Operations:**  
Monday – Friday 10AM – 5PM  
Evening & Weekends by Appointment

Serving the towns of Barkhamsted, Bethlehem, Bridgewater, Brookfield, Colebrook, Harwinton, Kent, Monroe, New Fairfield, New Hartford, New Milford, Newtown, Roxbury, Sherman Southbury, Trumbull, Washington, West Hartland, Winchester and Woodbury.

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Town or system-specific franchise requirements are separate and distinct from Charter Communications Public Access Operating Procedures.

# 1. INTRODUCTION

## Purpose

PEG provides residents of this community an opportunity to produce or cablecast non-commercial programming. Pursuant to state and federal law, channels dedicated for public, educational and governmental (“PEG”) access may be used solely for non-commercial purposes.<sup>1</sup> Placement of commercial programming or advertising material on PEG access channels is strictly prohibited. This guide serves to outline Charter Communication’s policy with regard to programming permitted on PEG access channels.

### Use of Public, Educational, and Governmental Access Channels

The following rules apply to all PEG programming including long form segments, and sponsor acknowledgements.

<b>PERMITTED USES</b> Permitted usage include the following:
<ul style="list-style-type: none"><li>➤ <b>Locally produced video programming, which means any programming produced or provided by any local resident or any local public or private agency that provides services to residents of the franchise area; or any transmission of a meeting or proceeding of any local, state, or federal governmental entity.</b></li><li>➤ <b>Coverage of local non-profit events (e.g., parades, festivals, town hall meetings, etc.).</b></li><li>➤ <b>Coverage of local school district events (e.g., sports, plays, arts &amp; music exhibitions, science fairs, etc.).</b></li><li>➤ <b>Distribution of public safety information (e.g., fire, police, weather conditions, road closures, etc.) and other</b> <b>Public information programs, such as:</b><ul style="list-style-type: none"><li>▪ <b>Environmental/Conservation information.</b></li><li>▪ <b>Health education information.</b></li><li>▪ <b>Religious education information.</b></li><li>▪ <b>Promotion of free community public services.</b></li><li>▪ <b>Parks &amp; Recreation information.</b></li><li>▪ <b>Information about government programs and services.</b></li></ul></li></ul>

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<sup>1</sup> Congress specifically defined the three types of access programming as follows: 1) public access channels are “often the video equivalent of the speaker’s soap box or the electronic parallel to the printed leaflet. They provide groups and individuals who generally have not had access to the electronic media with the opportunity to become sources of information in the electronic marketplace of ideas”; 2) educational access channels “contribute to and inform citizenry by bringing local schools into the home; and 3) governmental access channels show “the public local government at work.” (*House of Representatives Report No. 98-934, 98<sup>th</sup> Congress, 2d Session, 1984, page 47.*)

## PROHIBITED USES

Prohibited uses include, but are not limited to, the following:

- **Generally, any material designated to promote the sale of products or services, including, but not limited to, advertising by or on behalf of an organization, business, trade or profession for whose products and/or services a fee is charged.**
- **Promotion of private businesses, organizations or corporations.**
- **Promotion of a political candidate, measure or proposition.**
- **Sale of products or services.**
- **Promotion of for-profit events & seminars (including, but not limited to movies, music releases, concerts, plays, art galleries, professional sports.)**
- **Any content aired through a third party provider that does not have written copyright clearance (e.g., music, photo, voice, film, or video.)**
- **Material that is considered obscene under local community standards.**
- **Sponsor location or contact information (e.g., address, phone, email, or website.)**
- **Product or service description.**
- **Pricing or discount information.**
- **Call to action (e.g., “buy, try, consider, for more info call, best in town” or similar advertising claims.)**
- **Music or audio elements not in keeping with the overall tone of the sponsored program (i.e. jingle, company or product audio signature.)**
- **Sponsorship recognition is prohibited**
- **Access Users are not at any time to represent themselves as employees or agents of Charter Communications. Access Users shall make no statement on behalf of Charter Communications in the course of their programs or in any media at any time.**

\*Charter Communications reserves the right to review all definitions and policies contained in this manual and make changes as deemed necessary.

## 2. DEFINITIONS

**Access Channels** – Channels set aside or are specially designated by Charter Communications for the presentation of Access Programming by a person who is a resident of or a group or organization which operates within Charter Communications' Franchise Area.

**Access Coordinator** – Refers to a Charter Communications employee who trains and provides supervision in the use of a Charter studio facility and equipment.

**Access User** – Any resident of this town/franchise area or any representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area who utilizes PEG Access. Eligibility to use Charter Communications production equipment requires successful completion of training or passing a proficiency test, and signing the Access User Agreement.

**Applicant** – Any (i) person who is eligible for Public Access and is at least 18 years of age residing in, or a group or organization which operates within, Charter Communications' Service Area or Franchise, (ii) entity which is eligible for Educational Access such as a school district or non-profit educational institution chartered or licensed by a State Department of Education, or (iii) entity which is eligible for Governmental Access, such as a municipal, county or state government or an agency thereof which has properly applied for use of an Access Channel or Production Facilities. The Applicant shall be responsible for executing and abiding by all of the terms of the Access User Application and Contract and additionally shall abide by Charter Communications' Public, Educational and Governmental Access Rules and Policies and Procedures.

**Cablecasting** – The distribution of programming (exclusive of broadcast signals) over Charter Communications cable television system.

**Candidate - legally qualified for office** – Any person who has publicly announced candidacy by formal declaration and meets the legal qualifications for office.

**Certified Studio User** – A person who is a resident of the franchise area or any representative or employee of a non-profit organization, or local, state, or federal agency that serves the franchise area who has been certified by Charter Communications after successful completion of training or passing a proficiency test.

**Copyright** – The exclusive right to the material contained in a program. The right covers reproduction, publish, and cablecasting of information.

**Educational Access Channel** – That cable channel which is designated for the presentation of non - commercial educational access programming by school districts or educational institutions licensed by the State and located within Charter Communications franchise Area.

**Federal Communications Commission (FCC)** – The U.S. governmental agency formed in 1934 to regulate electronic communications.

**Franchise** – Contractual agreement between a cable operator and a governmental body that defines the rights and responsibilities of each in the construction and operation of a cable system within a specified geographical area.

**Governmental Access Channel** – That cable channel which is designated by Charter Communications for the presentation of Access Programming via cable television by a municipal, county, or state government.

**Indecent Material** – Offensive to accepted standards of decency or modesty; lewd or vulgar.

**Issuing Authority** – Governmental body responsible for specifying the terms of a franchise, awarding the franchise, and regulating its operation.

**Lottery** – Any device, scheme, plan, promotion, contest or other program and/or presentation which involves directly or indirectly the elements of prize, chance and consideration, or any such device, scheme, plan, promotion, contest or other program and/or presentation which is, has been or may be declared a lottery under applicable local, state or Federal law.

**Obscene Material** – Material which fits the legal definition of obscene or indecent material under local and state laws.

**PEG** – Public, Education and Government

**Producer** – An Access User that is responsible for the production

**Production Facilities** - Charter Communications' designated production equipment.

**Public Access Channel** - An access channel available for non-commercial use, solely by the residents in the franchise area on a first come, first served, non-discriminatory basis.

**Qualified Production Facility User** – A person who has been certified by Charter Communications after successfully passing a competency exam measuring Applicant's understanding of the use of the specific Charter Production Facilities which such person shall be utilizing.

**Service Area** – The geographic area within which a cable system has the right to provide cable service to the public.

**Sponsor** – A resident of this town/franchise area or representative or employee of a non-profit organization, or local, state, or federal agency that serves this town/franchise area and may or may not have completed training at the local Charter Communications facility but has submitted a program to be aired on a PEG access channel.

### 3. PUBLIC ACCESS CHANNEL RULES

These rules shall govern the availability and use of the Public Access channel and facilities administered by Charter Communications.

- a) Residents, employees of non-profit organizations, and local, state or federal agencies that operate within Charter Communications' Franchise Area are eligible to use the Public Access Channel for Access Programming on a first-come, first-served, non-discriminatory basis. A request for use shall be made by filing an Application for Airtime and Access User Agreement; is subject to the availability of the Public Access Channel at the time and for the duration requested. A copy of current proof of residency must accompany the application to be processed (as evidenced by a driver's license, state ID card, utility bill, land line phone bill, tax bill, and/or non-profit tax-exempt document 501(c)(3). **Post Office box address will not qualify.** Applicants must be 18 years of age or older and must assume all legal and programming responsibility for the studio by executing Charter Communications' Application for Airtime and Access User Agreement.
- b) A program produced by a person who does not live within Charter Communications' franchise area is eligible for cablecasting if a resident of the Charter Communications franchise area sponsors the program and assumes all obligations hereunder by becoming an Applicant. Charter Communications only deals with residents that submit an application and fulfill proof of residency requirements.
- c) Access users are not at any time to represent themselves as employees or agents of Charter Communications. Access users shall make no statement on behalf of Charter Communication in the course of their programs or in any media at any time.
- d) Programs submitted for carriage as a "series" must meet Charter Communication's requirements for series carriage. A series is defined as three (3) or more (not to exceed 12) programs under the same title or theme, each of which contains substantially new programming content. Adding or changing opening or closing "tags" does not constitute substantially new programming. **Series time slots are recommended to be 29 minutes in length per episode.**
- e) Any advertisement or other material which promotes or is designed to promote commercial products or services is prohibited on any Public Access Programming.
- f) No program or production shall be cablecast or permitted to be cablecast on the Public, Educational, or Governmental Access Channel(s), which involves directly, or indirectly any Lottery information or which involves a Lottery, gift, contest, enterprise or similar scheme.
- g) No program, production or presentation shall be cablecast or permitted to be cablecast on the Public, Educational, or Governmental Access Channel(s), which involves any Obscene Material or other unprotected speech.

- h) If, in Charter Communications reasonable discretion, any program, production, or presentation contains Indecent Material, Charter Communications may notify the Applicant and encourages all Indecent Material be aired after 10:00 p.m.
- i) In the event Charter Communications believes that a program submitted contains material prohibited pursuant to Federal, state or local laws, rules or regulations Charter Communications shall notify Applicant, who may edit such program to no longer include such material or withdraw the program. Charter Communications will not edit any program.
- j) No Access Programming or promotional materials associated with the Access Programming may assert, either expressly or by implication, that the Access Programming is sponsored by or associated with Charter Communications beyond simple notice that it is being presented on a Charter Communications Access Channel. Access Users may not use Charter Communications' logo or name.
- k) All program material must meet Charter Communications technical specifications, which shall be the responsibility of the Public Access user.
- l) There may be technical problems or extenuating circumstances beyond the control of Charter Communications that may cause the cancellation or postponement of programs. The producer will be provided with as much advance notice as possible.
- m) Charter maintains a complete record of the names and addresses of all persons, groups, and organizations requesting access time and/or use of equipment. Such records are maintained in Charter studio office and will be available upon request for public inspection.
- Persons requesting information from the public inspection file shall identify themselves by name and address.
  - Access resources will not be available to any applicant who refuses to have their identity maintained in the records and available for public inspection.

#### **4. POLICIES FOR ACCESS CHANNEL USE**

- a) Any person residing in, or group or organization operating within, the Charter Communications franchise area wishing to submit a program for the Public Access Channel must complete the Application for Airtime and Access User Agreement.
- b) Application for the telecast of programming produced outside of the Charter Communications franchise area may be submitted and sponsored only by a person, group, organization or other entity residing in or serving the Charter Communications franchise area. Charter Communications shall deal only with such sponsor.
- c) For scheduling purposes and in accordance with industry practice, recommended show length is 29 minutes. Special arrangements for other program lengths can be mutually arranged. Charter Communications shall begin all programs on the hour and half hour only.



- d) Charter Communications is not responsible for programs damaged during playback or lost or damaged during storage.
- e) Shows are requested to be delivered five (5) business days before the requested telecast date and time. When the first show is delivered, no more than four (4) shows may be submitted.
- f) Access Programming content may not contain any audio or visual material which presents a commercial transaction. Nor may it contain a solicitation of funding or names and addresses that might later be used for non-political or commercial fundraising. Factors that Charter Communications will review and consider, as a whole, in determining whether a program presents a commercial transaction, include, but are not limited to, whether the program:
- proposes the sale of goods or services
  - promotes a commercial enterprise or product
  - contains business addresses or logos
  - gives an address, phone number, or web site to "call for more information" during program
  - posts a phone number or web address on screen
  - suggests that a guest's company is better than others in the field
  - lists the company of affiliation of a program guest multiple times as commercial promotion rather than credential
  - contains a "call to action" with regard to a commercial item or service.
  - Identifies a source of support or funding for the production

## **5. RESERVING ACCESS CHANNEL TIME**

- a) Access Programming time is reserved on a first-come, first-served, non-discriminatory basis for a maximum of twenty-six (26) weeks. Charter Communications' Bi-Annual Calendar consists of two twenty-six (26) week periods that run as follows:

**April 1 – September 30**

**October 1 – March 31**

\*In the event that a proper application is made during the course of a current session, an Access User may reserve the remaining window of the twenty-six (26) week period.

- b) In order to ensure that all reserved timeslots will be used, Access Users are asked to reserve a time period only if they are certain that they will have a program ready in time to fill that timeslot. If a program/show is not submitted for the assigned airtime within 15 days of the start of the new cycle, the airtime will be forfeited and made available for other access users.
- c) Charter Communications recommends that each edition of a program run a maximum of four times so that the access channels will present variety and maintain viewer interest.
- d) In order to accommodate all Access Users, Charter Communications reserves the right to limit each Access producer to one program per contract period.

## 6. TECHNICAL STANDARDS

a) Please check with a coordinator regarding acceptable formats for submitting your show. Each submitted program must be clearly labeled. Charter Communications reserves the right to reject unlabeled programs.

b) The following technical standards are encouraged, and may be required at the station's discretion, in order to communicate your program's message or viewpoint:

- Apply brief credits (title, producer) at the beginning of each program. Include more comprehensive credits (camera, audio, etc.) at the end of the program.
- Please make sure your show file follows this title format for weekly shows; the full name of the show, underscore then date. [ Example: NatureConnections\_1-15-21 ]

For monthly shows the full name of the show and the first three letters on the month and year it will air. [Example: NatureConnections\_JAN21] Absolutely **NO spaces** in the titles.

c) Programs that are not produced at Charter Communications facilities must meet our technical standards.

d) The access user, in order to ensure that the submitted program(s) are aired properly and as scheduled, should submit only one show per file or disc.

## 7. PUBLIC ACCESS PRODUCTION FACILITIES & EQUIPMENT RULES

a) Equipment and facilities are available on a first-come, first-served, non-discriminatory basis to residents, or a group or organization, which operates within Charter Communications' franchise area. Current proof of residency must be provided (as evidenced by a driver's license, state ID card, utility bill, which includes electric, gas, water, cable or land line phone, tax bill, and/or non-profit tax-exempt document 501(c)(3); a box number is not acceptable). Charter Communications' Production Facilities may only be used to produce Access Programming and such Access Programming must be presented on an Access Channel. A request for Production Facilities use shall be made by filling out a studio, edit or Portable Field Production Equipment Application. Production Facilities use is subject to availability.

b) Applicants must be 18 years of age or older and must assume all legal and programming responsibility for the studio by executing Charter Communications' Application for Airtime and Access User Agreement. The Applicant will be responsible for the acts and omissions of all production crew members.

c) Charter Communications shall make its Production Facilities available during its normal business hours (as clearly posted at each facility location), or at other times or on weekends by special arrangement.

d) At least seven (7) days in advance of the desired time and date of the use of the Production Facilities, an Applicant must submit a Studio, Edit or Portable Field Production Equipment.

e) Facility Users must provide at least twenty-four (24) hours' notice of cancellation of scheduled use of Production Facilities time and must use all reasonable effort to ensure not to exceed the scheduled time. Facility Users causing disruption or inconvenience to Charter Communications staff or other Facility Users

may be subject to penalties and/or revocation of their Access User Contract and future use of Production Facilities.

f) Where available, designated portable field production equipment may be used by Qualified Production Facility Users. User agrees to be responsible for any damage to equipment, reasonable wear and tear excluded. Equipment may not be used at locations or for purposes other than the production of Access Programming.

g) The Production Facilities may only be used for the purpose of creating Access Programming for cablecast. All Production Facility usage is subject to these Rules, and any and all tampering with Production Facilities may result in loss of access privileges and responsibility for any resulting damages.

h) Charter Communications employees may request an individual to leave the premises immediately for the following violations:

- Eating, drinking, smoking or use of alcohol or controlled substances within any Charter Communications facility.
- Threatening and/or verbally abusing staff, volunteers, or users at the Charter Communications facilities, including conduct or disruptive behavior such as yelling, using profanity, or attempting to intimidate staff, volunteers, or users or deliberately sabotaging any project.
- Damage to equipment or facilities
- No legitimate reason to be on the premises.

## **8. RESERVING PRODUCTION FACILITIES & POLICIES**

**Note: Producers are responsible for assembling their own crew. All crew members must have completed training. Producers may not expect staff to serve as crew on their productions.**

a) Charter Communication's Production Facilities are available only to Qualified Access Users currently working on Access Programming on file with the office, and only to work on said programming.

b) Production Facilities are reserved by the Access Producer for a specific time period, not by project.

c) Prior to Production Facility usage, the following must be filed with Charter Communications: a) a Studio Application, an Application for Air Time and Access User Agreement; and b) Current proof of residency (permanent domicile) within the Charter Communications franchise area.

d) Access Users may utilize the Production Facilities for the production of Access Programming. While the Production Facilities are here and available for this purpose, no other Charter Communications facilities may be used without the express consent of the company, including but not limited to all office equipment and machinery, such as copy machines, telephones, computers, and desk items (pens, pencils, staplers, tape, etc.).

e) Access Users are admitted to the Charter Communications Production Facility areas only. They are not permitted to walk around the building unaccompanied. It is expected that Access Users will treat the access and building staffs and other Access Users with respect and courtesy. Verbal and/or physical abuse

of staff members or other access users may result in the suspension of access privileges. Repeated instances of disrespect or abuse may result in the revocation of all access privileges.

f) In order to ensure a smooth, well run presentation, please advise the staff at least 72 hours in advance if you have booked any extraordinary presentation which might require additional equipment, space, or facilities.

g) Please make other arrangements for the care and supervision of children and animals, since they may not join you in the access area. Users are asked not to bring minor children to any training, studio, or editing sessions.

h) If you plan to have animals on your program, you must obtain prior approval from staff. Animals must be properly caged for their safety and the safety of other Access Users.

## **9. STUDIO**

a) The program producer must be present during any studio usage.

b) Studio time can be reserved for productions by submitting a Studio Application at least seven (7) days in advance. Applicants can reserve 2 non-consecutive 4 hour sessions per week may be booked at any given time with a maximum of 12 hours per week.

c) Only crew members and talent directly involved with the production are allowed in the studio (guests, observers, audiences, etc. are allowed only with the consent of the Public Access staff). All studio participants (including crew, talent, guests, and visitors) must enter the building from the front door and must sign in with building security, where applicable, prior to commencing studio operations. The crew log-in sheet must be complete before studio production begins. Visitors should be kept to the minimum and will be seated in the green room during production. No one other than crew will be allowed in the control room or studio area.

d) Wherever possible and in order to maximize the availability of Charter Communication's studio, pre-production meetings and planning sessions should take place outside of the Charter Communications Studio and prior to the scheduled use of the studio.

e) Use of the Charter Communications studio for the production of programs that feature bands or other guests whose sound cannot be contained within the studio and might be a disturbance to other departments in the building may need to be scheduled at times outside of regular business hours.

f) Room temperature in the studio must be kept cool for optimal machinery functioning. Please dress appropriately and do not adjust room temperature settings.

g) Do not re-patch, re-configure, or alter any settings on equipment. Ask the staff to assist you. Please report immediately to the staff any equipment problems that you are experiencing. Do not attempt to make equipment repairs or connect any external devices yourself.

h) No food or drink is allowed while using the studio. No smoking is allowed on the premises.

- i) Please be prompt in your arrival to and departure from the studio, and adhere to your reserved time slot. There should be no loitering in the access area after your allotted studio time is finished. You are expected to leave the area promptly and in a clean and orderly condition when your booked time slot is over so that the facility is ready for the next access user.
- j) When finished with cameras:
- Lock tilt locks (not brakes or drags) in a slightly downward angle.
  - Return cameras to initial location and coil the cameras multi-cables (in “over/under” manner).
- k) Return appropriate equipment to the office and wait for staff to check before you leave.
- l) Do not “power down” equipment after shift.
- m) If you are unsure about any procedure or piece of equipment, please ask the staff.

## **10. EDITING**

- a) Access Users utilizing Charter Communication’s editing facilities are subject to the general Reserving Production Facilities & Policies.
- b) Edit time can be reserved for productions by submitting a Edit Application at least seven (7) days in advance. Applicants can reserve 2 non-consecutive 4 hour sessions per week may be booked at any given time with a maximum of 12 hours per week.
- c) Editing facilities are booked for work on Access Programs only.
- d) Only producers and editors directly involved with an editing project may be present in the editing room, and no more than two (2) at any one time. No others can be admitted to the editing area by producers working in the editing room or studio.
- e) Please be prompt in your arrival to and departure from the edit suite and please adhere to your reserved time slot.

## **11. PORTABLE FIELD PRODUCTION EQUIPMENT**

- a) Access Users utilizing Charter Communication’s portable field production equipment are subject to the general Reserving Production Facilities & Policies.
- b) Time can be reserved for signing out portable field production equipment by submitting a Portable Field Production Equipment Application at least seven (7) days in advance. Applicants may book equipment for a maximum of two (2) non-consecutive 24-hour periods. Units taken out on Fridays (or before holidays) must be returned the following business day.
- c) Producers utilizing portable field production equipment should familiarize themselves with the regulations and equipment liabilities as outlined in Charter Communication’s Public Access Production Facilities and Equipment Rules and User Agreement.

d) All producers must have attended a training session prior to the event to learn the intricacies of the equipment.

## **12. TRAINING WORKSHOP**

Any person desiring to use any of the Charter Communications Production Facilities, must first become a “Certified Studio User” by successfully completing a qualifying exam which measures understanding of the use of Charter Communication’s Production Facilities. For those without previous training or experience, Charter Communications provides training workshops on a first-come, first-served basis throughout the year. Consisting of lecture and hands-on experience in production techniques, workshops are scheduled on a regular basis and are an excellent way to become qualified and to meet other users who are potential production crew members.

## **13. VOLUNTEERS**

Volunteers are vital to the spirit of community access experience. Charter Communications maintains a list of people who have passed the qualifying exam and/or successfully completed the access training workshop and who are willing to assist others in the production of their Access Programming. If you are interested in volunteering or in obtaining the names of current volunteers, please contact Access Staff. Volunteers must be 18 years of age or older.

## **14. POLICY ENFORCEMENT**

**Cancellation Policy:** Access Users cancelling scheduled Production Facility Use time must call twenty-four (24) hours in advance of the scheduled slot. Reserved time is non-transferable. Failure to comply with such consideration will subject Access User to the Suspension Guidelines in the Rules.

**Late Policy:** Access Users who will be late for scheduled facilities use must call twenty-four (24) hours in advance of the scheduled slot. Reserved time is non-transferable. Failure to comply with such consideration will subject Access User to the Suspension Guidelines in the Rules.

**Charter Communications PEG Rules And Regulations:** Charter reserves the right to suspend or revoke the privileges granted to any Access User for violations of the rules and regulations provided herein or for violations of the Access User Agreement. Charter may also require any Access User to reimburse Charter for any damage caused to Charter’s PEG facilities and equipment or as otherwise provided in the Access User Agreement.

## ACCESS PRIVILEGE SUSPENSION GUIDELINES

Charter Communications reserves the right to impose the following penalties for the rule/operating procedure violations set forth below. Please understand that these are guidelines only and the unique facts and circumstances of each particular violation will be carefully reviewed.

<b>Violation of Public, Educational, Governmental Access Rules</b>	<b>PENALTY</b>		
	<u>1<sup>st</sup> Violation</u>	<u>2<sup>nd</sup> Violation</u>	<u>3<sup>rd</sup> Violation</u>
• Obscene and/or Commercial Material	Written warning and tape pulled prior to airing or after first airing, as Applicable to Charter Communications discretion		
• Commercial or Non-Political Fundraising, including Political Solicitation of Names	Written warning and tape pulled prior to airing or after first airing, as Applicable to Charter Communications discretion		
• Failure to Submit Program for Scheduled Time Period	Written Warning	Maximum of 1 week Suspension of Privileges	Maximum of 2 weeks Suspension of Privileges
• Violation of Rules by Crew or Guests	"	"	"
• Unqualified Use of Equipment	"	"	"
• Unauthorized Use of Facilities	"	"	"
• Damage to Equipment or Facilities	Written Warning & Reimbursement for Damages	Maximum of 4 wks. Suspension of Privileges & Reimbursement for Damages	Permanent Loss of Privileges & Reimbursement for Damages
• Other Violations	Written warning and up to a Maximum of 2 weeks Suspension of Privileges	Maximum of 4 wks. Suspension of Privileges	Maximum of Permanent Loss of Privileges



NEWTOWN, CT

**APPLICATION FOR AIR TIME**

- New User **(Include Application, Signed User Agreement & Proof of Residence)**
- Existing User **(Include Application & Proof of Residence)**

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Program Title

\_\_\_\_\_  
Address **(No P.O. Box Numbers)** City/State/Zip Code

\_\_\_\_\_  
Home Phone Number Cell Number E-Mail

**Check applicable:**

\_\_\_\_\_ FTP file(s) that meet studio's requirements.

\_\_\_\_\_ will require production facilities or equipment.

**Indicate two choices of preferred days and times for programming (subject to availability)**

1<sup>st</sup> Choice (day and time): \_\_\_\_\_

2<sup>nd</sup> Choice (day and time): \_\_\_\_\_

Length (in minutes): \_\_\_\_\_ Single Program:  Series:

Brief description of program: \_\_\_\_\_

Applicant states that they have read Public Access operating rules, terms, and conditions governing cable access television use and agreed to abide by the terms and conditions contained herein. The cable operator reserves the right to pre-empt or reschedule program and production time when necessary. Applicant agrees that cable operator will not be held liable for personal property damage that might occur while using said facilities and equipment. Any fraudulent information on this application will cancel the processing of this request.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

-----  
**For Internal Use Only**

2021

Day & Time Slot: \_\_\_\_\_

Date processed: \_\_\_\_\_

**PLEASE NOTE: ONLY ONE APPLICATION PER SHOW/SPONSOR**





NEWTOWN, CT

**ACCESS USER AGREEMENT**

1. I have read Charter Communications "Public Access Rules" and policies. I agree to abide by all the provisions in Charter Communications access rules.
2. I agree to assume complete financial responsibility for the use and/or damages made to Charter Communications facilities and equipment.
3. I state that I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc., for the use of material I submit, including but not limited to approvals by music licensing organizations, copyright owners, all persons appearing in the program, and any other approvals that may be necessary to transmit the program. I will assume all liability against Charter Communications.
4. I promise that my cablecast shall not include the following prohibited material:
  - A. Any obscene material (as defined by station policy.)
  - B. Any programming of or information about any lottery, gift, enterprise or similar scheme offering prizes that require a drawing or element of chance.
  - C. Any programming that solicits funds or materials on behalf of myself or any agency. I agree that I will not use access time for personal profit or gain.
5. I agree to abide by and adhere to any other rules as they apply to program content, such as "indecenty" and I have read and understand Access policy regarding such programming content. Furthermore, I agree to notify Charter Communications of any questionable content that my program may contain.
6. I understand and agree that Charter Communications may reject any audio or video portion of the material I submit which is prohibited by Charter Communications Access rules.
7. I will assume all responsibility as producer and/or program originator for my programming. I will legally and financially be responsible for any claims made against Charter Communications, its owners, officers, and all persons working for Charter Communications, paid or unpaid. I will pay all legal costs, and other charges arising out of any material I supplied in connection with my Access programming.
8. In addition to the previous section, I will assume all liability against Charter Communications, including reasonable attorney fees, for claims that I violated copyright, trademark, patent, literacy or dramatic rights, or rights of privacy and libel/slander laws.
9. I agree to defend all legal actions arising from my use of Access channel and equipment with the aid of counsel and to assume the expense for that defense. Charter Communications has the right to participate in that defense and my counsel will cooperate with Charter Communications' attorneys.
10. I, or my organization, if applicable, release Charter Communications from any legal action or claims against me or my organization. I further release Charter from any claims I may have against Charter that arise out of my use of Charter's facilities and equipment or Charter's transmission of my program, including, but not limited to, any mistakes, omissions, interruptions, delays, errors, or defects.
11. I understand Series programs require production minimums in order to maintain a regular time slot and familiarity with equipment operation. If I stop production for more than 30 days or make changes in crew members, I agree to complete a new form and allow time for training.
12. I agree to comply with the technical specifications in Charter Communications Access rules for my material. If requested I will identify the participants and producer in my program credits.
13. I understand if I submit any program material that doesn't meet Charter's technical standards; it may be rejected for broadcast at any time.
14. I understand and agree that each statement in this agreement is not intended to be made as a personal agreement of any incorporator, stockholder, director, officers or partner, past or present, of Charter Communications.
15. I understand that Charter Communications is not liable for lost, missing, or damaged program files or physical media. I also understand that any media file not associated with a current program or episode will be removed from digital storage.
16. I understand that Charter may terminate this agreement and/or suspend or revoke my PEG Access privileges if I fail to abide by the terms of this Agreement or Charter's rules and regulations regarding PEG Access.

I, \_\_\_\_\_, certify that the information contained in this application is correct to the best of my knowledge. I have read Charter Communications "Public Access Rules" and policies. I agree to all of the terms of this Access User Agreement and to abide by all the provisions in the Charter Communications Access Rules. I understand that falsification of this information or omissions are grounds for rejection of this application. I agree to take full responsibility for any equipment I use and agree to pay for any lost or damaged equipment.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

=====

**For Internal Use Only**

**2021**

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_



NEWTOWN, CT

**ACCESS TRAINING COURSE APPLICATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of program: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Organization (If Applicable): \_\_\_\_\_

Main Area of Interest: \_\_\_\_\_

(STUDIO, EDITING, PORTABLE FIELD PRODUCTION EQUIPMENT)

Studio Location: \_\_\_\_\_

Special Skill/Talent: \_\_\_\_\_

**Please submit your completed application:**

**Charter Communications**

**11 Commerce Road**

**Newtown, CT 06470**

**Attn: Public Access Training**

**Or email application:**

**[PEG.CTW@charter.com](mailto:PEG.CTW@charter.com)**

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**For Internal Use Only**

2021

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_



NEWTOWN, CT

**STUDIO APPLICATION**

Program Title: \_\_\_\_\_

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_ Set-up time: \_\_\_\_\_ End Time: \_\_\_\_\_

Alternate Date: \_\_\_\_\_ Set-up time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date(s) and Time(s) Requested (2 non-consecutive sessions of 4 hours each may be booked at any given time with a maximum of 12 hours per week):

**Please list names of ALL production crew and guests.**

**All crew must have completed training and reside within Charter Communications' franchise area**

Producer \_\_\_\_\_ Camera \_\_\_\_\_

Director \_\_\_\_\_ Camera \_\_\_\_\_

Tech Dir \_\_\_\_\_ Audio / Graphics \_\_\_\_\_

Guest(s) \_\_\_\_\_

Are crew members trained and Certified Studio Users? Yes \_\_\_\_\_ No \_\_\_\_\_

I have read the Charter Communications Access Rules and Access User Agreement and have agreed to all terms. I understand that this application must be submitted at least seven (7) days prior to requested studio date. I also understand that a completed Access User Agreement and Application for Air Time must be submitted prior. Applicant assumes all responsibility in accordance with Charter Communications Access Rules and Access User Agreement.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**For Internal Use Only**

2021

Approved by: \_\_\_\_\_

Date processed \_\_\_\_\_



NEWTOWN, CT

**EDITING APPLICATION**

Program Title: \_\_\_\_\_

Individual or Group Applying: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date(s) and Time(s) Requested (2 non-consecutive sessions of 4 hours each may be booked at any given time with a maximum of 12 hours per week):

1) Date: \_\_\_\_\_ Time: \_\_\_\_\_

Alternate Date: \_\_\_\_\_ Time: \_\_\_\_\_

2) Date: \_\_\_\_\_ Time: \_\_\_\_\_

Alternate Date: \_\_\_\_\_ Time: \_\_\_\_\_

I have read the Charter Communications Access Rules and Access User Agreement and have agreed to all terms. I understand that this application must be submitted at least seven (7) days prior to requested editing date. I also understand that a completed Access User Agreement and Application for Air Time must be submitted prior. Applicant assumes all responsibility in accordance with Charter Communications Access Rules and Access User Agreement.

(Please be prompt in your arrival to and departure from the edit suite and please adhere to your reserved time slot.)

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ Time Reserved: \_\_\_\_\_



**For Internal Use Only**

2021

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_



NEWTOWN, CT

**PORTABLE FIELD PRODUCTION EQUIPMENT APPLICATION**

Program Title \_\_\_\_\_

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Equipment Description

Accessories


Applicant agrees to pick up equipment on: (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Applicant agrees to return equipment by: (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

Applicant assumes full responsibility for the proper care of Charter Communications access equipment which may only be used for the production of access programming. I understand that this application must be submitted at least seven (7) days prior to requested portable field production equipment sign out date. Damage to equipment may result in loss of access use privileges. Applicant assumes financial responsibility for the repair or replacement of equipment damaged while in the care and custody of Applicant in accordance with Charter Communications Access Rules and Access User Agreement.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date requested for equipment pick up: \_\_\_\_\_

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**For Internal Use Only**

2021

Approved by: \_\_\_\_\_

Date processed: \_\_\_\_\_



NEWTOWN, CT

**PORTABLE FIELD PRODUCTION EQUIPMENT APPLICATION**

Program Title: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ Camcorder \_\_\_\_\_

\_\_\_\_\_ Batteries \_\_\_\_\_

\_\_\_\_\_ Tripod(s) \_\_\_\_\_

\_\_\_\_\_ Lighting Kit(s) # \_\_\_\_\_

\_\_\_\_\_ Microphone(s)# \_\_\_\_\_

\_\_\_\_\_ Audio Mixer # \_\_\_\_\_

\_\_\_\_\_ Smart card # \_\_\_\_\_

\_\_\_\_\_ Audio Cables \_\_\_\_\_

**Other Items:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant has inspected the equipment listed below and agrees to return equipment in workable condition to the access department.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Equipment returned: \_\_\_\_\_

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**For Internal Use Only**

2021

Approved by: \_\_\_\_\_



NEWTOWN, CT

**RELEASE AND ACKNOWLEDGMENT OF LIABILITY FORM**

I, \_\_\_\_\_, the undersigned, hereby acknowledge that I have offered, and Charter communications has accepted, to perform services as a non-compensated volunteer, to perform various services concerning program origination and program production.

I accept full responsibility and liability for any damages caused directly or indirectly by me which are suffered by Charter Communicates or imposed upon said company by me as a third party.

While working in conjunction with Charter Communications, I hereby release the company from any and all liabilities to me for injury or harm to me which could result from my performance in volunteer services for the company.

I do realize that I am not bound under any contractual obligation with Charter Communications and, as a result, I am thereby responsible for my own actions. I do have the right to accept or reject the performance of any services, whether offered by me or requested by Charter Communications, which could result in liability or risk of injury to me.

I, \_\_\_\_\_, the undersigned, have executed this Release and Acknowledgment of Liability intending to be legally bound hereby, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
I, the volunteer (must be 18 or older)

\_\_\_\_\_  
Charter Communications Representative

=====  
**For Internal Use Only** 2021

Approved by: \_\_\_\_\_

Show title: \_\_\_\_\_

Date processed: \_\_\_\_\_



NEWTOWN, CT

**ACCESS PROGRAMMING PERSONAL RELEASE FORM**

Production Title: \_\_\_\_\_

Production Date(s): \_\_\_\_\_

Production Location: \_\_\_\_\_

I, the undersigned, hereby authorize \_\_\_\_\_, (herein to be referred to as Producer), their employees, agents and heirs, to photograph me, take motion pictures of me, take videotapes of me, and /or make electronic sound recordings of me (herein referred to as photographic or electronic reproductions).

I authorize Producer to the use of any such photographic or electronic reproductions of me for any purpose, including, but not limited to commercial, educational and other public media as may be deemed appropriate by Producer. You shall have the right to use my name, portrait, picture, and biographical material to publicize and advertise the program.

I acknowledge that you are and will be the sole owner of all rights in and to the program.

I hereby indemnify Charter Communications, its successors, assigns, and you against any and all claims, damages, liabilities, costs, and expenses arising out of the use of ideas or words expressed by me during the program or ad libs spoken or unauthorized acts done by me in connection therewith.

**Agreed and accepted by:**

Name (Print): \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parental Signature: (IF TALENT IS A MINOR)

\_\_\_\_\_ Date: \_\_\_\_\_





NEWTOWN, CT

**PUBLIC ACCESS FTP USER'S GUIDE  
DIGITAL FILE SHOW SUBMISSION INSTRUCTIONS**

For producers that wish to submit their shows as digital files for playback please follow these instructions:

**1. Request Credentials:**

- Please send request via email so that an account can be created for you on our FTP site. You will then receive a username and password to gain access to the site.  
Email: [PEGFTPDelivery@charter.com](mailto:PEGFTPDelivery@charter.com)

**2. To access the Charter FTP site:**

- Download and install the free program FileZilla here: <https://filezilla-project.org/>
- In FileZilla: go into Site Manager, hit New Site, in Host enter **24.97.95.222** \*make sure you select SFTP as your protocol when setting up, enter port 22, set Protocol to SFTP – SSH File Transfer Protocol, set Logon Type to Normal, enter your username and password into the appropriate fields. You will get a warning labeled Unknown Host Key, this is normal. Choose “Always trust this host, add this key to the cache” then hit OK. (See Diagram for more details)
- Once you’ve established connectivity to the site you will see a folder labeled with the title of your show. Please drag and drop your show file into this folder.

**3. File Types and Specifications:**

- Please make sure your show file follows this title format for weekly shows; the full name of the show, underscore then date. [ Example: NatureConnections\_1-15-21 ]  
For monthly shows the full name of the show and the first three letters on the month and year it will air. [Example: NatureConnections\_JAN21] Absolutely **NO spaces** in the titles.

**4. Lead time:**

- Show files must be uploaded at least (5) business days prior to airing.
- For Holiday weeks show files must also be uploaded at least (7) business days prior to airing.

**5. Show Upload Limits:**

- Producers are asked to upload no more than four shows per month to our server.

**6. Notification:**

- Once your upload is complete please send an email to [PEG.CTW@charter.com](mailto:PEG.CTW@charter.com) containing the title of your show to let us know it’s been uploaded. You will receive a reply back with a confirmation that your new show has been received and is ready for air.



NEWTOWN, CT

## PUBLIC ACCESS FTP FILE REQUIREMENTS

Public Access show files being delivered via FTP should adhere to the following file format and specifications in order to be compatible with our playback system(s).

Following these guidelines will help ensure that your programs play properly on the air.

### **Recommended Format:**

- **MPEG-4 (.mp4)**
  - Video codec: H.264 HIGH profile, up to level 4.0
    - 1920 x 1080 (29.97, interlaced)
    - 1280 x 720 (59.94 fps, progressive)
    - 720 x 480 (29.97 fps, interlaced)
      - Constant and variable video bitrate encoding up to 6 Mb/s
      - Chroma Sampling: 4:2:0
  - Audio format: AAC-LC
    - 128 kb/s, 192 kb/s
    - 44.1 kHz, 48 kHz

### **Other Formats:**

- **MPEG-2 Program Stream (.mpg)**
  - Video codec: MPEG-2 program stream, MAIN profile, MAIN or HIGH level
    - 1920 x 1080 (29.97 fps, interlaced)
    - 1280 x 720 (59.94 fps, progressive)
    - 720 x 480 (29.97 fps, interlaced)
      - Constant and variable video bitrate encoding up to 6 Mb/s
      - Chroma Sampling: 4:2:0
  - Audio format: Layer-2
    - 128 kb/s, 192 kb/s
    - 44.1 kHz, 48 kHz

#### **File Name:**

27 characters maximum with no spaces in addition to the required “.mpg” or “.mp4” extension. Must include show name and episode number. Example: myshow001.mpg