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Section VIII – Cable 10, Lease Access and Ad Insertion



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A. Introduction

Cable 10 Community Television, operated by the Plant Board, offers non-commercial, non-profit and donated programming to subscribers on the Frankfort Plant Board Community Cable System. The Plant Board also operates a Lease Access channel for producers who want to provide programming that does not meet the specific non-commercial criteria of Cable 10. The Plant Board also provides local advertising insertion on various cable channels. Specific regulations and rates pertaining to all three areas are included herein.

B. Cable 10 Policies, Rules, Regulations, and Rates

1. Programming

Only non-commercial, non-profit, instructional, or informational programs may be aired on Cable 10 at no charge. Donated programs will be accepted, but are subject to review for content and technical merit. This includes Religious programs which in the sole judgment of Cable 10 have substantial artistic value, e.g. music or drama, may be run occasionally, provided that requests from any single religious organization are kept within reasonable limits.

A. Religious Programming Requiring a Charge

This includes programming that is based on any of the sacred texts of religion or that presents a religious viewpoint in such a way as to induce others to accept it or that proselytizes and which solicits funds.

Cable 10 may lease time for this type programming in accordance with rates contained in Subpart B. 4(c).

B. Indecent Material

Refers to Indecent Programming as defined by the Telecommunications Act of 1996, SEC. 503. This programming will not be cablecast on Cable 10.

C. Scheduling of Programming

The scheduling of programming for videotaping and/or replay is the responsibility of Cable 10 staff. Any issues concerning programming content or classification or time slot domination will be presented to the Board for resolution.

2. Facility and/or Equipment Usage

Usage of facility and equipment is on a first come first serve basis. Availability is dependent upon the availability of staff, facilities and equipment. Usage applies to programs produced for cable casting on Cable 10 meeting the programming policies. Charges for equipment and facility usage for programs not airing on Cable 10 are included in the rates section. The Plant Board Directors have the power to approve production time charges for major production efforts associated with Civic/Public Service/Community Interest activities where an unreasonable amount of time is required for one project. These charges are set forth in Subpart B. 4(c), 4(d), 4(e) and 4(f).

3. Bulletin Board Items

Messages may be mailed, emailed, faxed, hand delivered or called into Cable 10 for placement on the bulletin board system. All messages must conform to the standards set forth in Section VIII. B. Cable 10 reserves the right to edit messages to meet space requirements.

4. Rates and charges for Cable 10 Services

A	DVD Duplication	Rate
	Videotape to DVD or DVD to DVD Duplication	\$20.00 per DVD
B	Personnel Charges Per Hour	
	Personnel charges for pre-production planning, production and post-production on all equipment usage	\$20.00
C	Equipment Usage Charges - applies to B.2	
	Electronic Field Production (EFP) Package camcorder, tripod, microphone	
	Per Hour	\$30.00
	Daily – Weekday	\$210.00
	Daily – Weekend	\$400.00
D	Editing Charges – applies to B.2	
	One hour minimum edit charge	
	Non-linear edit system – does not include operator	\$40.00 – per Hour
E	In Studio Charges – Per Hour – Applies to B.2	

	One hour minimum studio charge	
	Studio production includes: Video switcher, microphones, audio mixer, digital recorder, lights, and props	
	One Camera	\$75.00
	Two Cameras	\$125.00
	Three Cameras	\$175.00

C. Leased Access

1. Programming

Lease Access is operated as a first come first serve cable service. Programmers must sign a contract and pay for time purchased in advance of the scheduled run. See Lease Agreement in Section VIII. E Form #1.

A. Program Refusal

The Frankfort Plant Board retains the right to refuse programs which contain obscenity, indecency or nudity for playback on Leased Access as defined in the Telecommunications Act of 1996, Title V: Subtitle A:506.

2. Lease Channel Rates and Charges

A. Average Implicit Fee Formula

The Frankfort Plant Board has adopted order FCC 97-27 for its cable commercial leased access rules. The rules were promulgated pursuant to Section 612 of the Communications Act, as amended by the 1992 Cable Act, which establishes a leasing framework to provide access to cable system program distribution capacity by parties unaffiliated with the Frankfort Plant Board. The lease rates are defined below:

Segment Rate – Rate apply to length or programming per program. Leased on first come, first service basis. Payable in advance. Thirty-minute minimum lease time.

Leased Access Rates		
Day – Part	One Hour	Half Hour
0000 - 0600 (12AM – 6AM)	\$2.85 Gross - \$2.42 Net	\$1.43 Gross - \$1.21 Net
0600 - 1200 (6AM – 12PM)	\$4.28 Gross - \$3.63 Net	\$2.14 Gross - \$1.82 Net

1200 – 1800 (12PM – 6PM)	\$5.69 Gross - \$4.83 Net	\$2.85 Gross - \$2.42 Net
1800 – 2400 (6PM – 12AM)	\$15.64 Gross - \$13.29 Net	\$7.82 Gross - \$6.65 Net
Plus \$20.00 Technical Service Fee for each new DVD		
Schedules are paid in advance of airing		
Insurance coverage will be required if schedule B indicates		

- Programmers that have an established account of paid programming on Cable 10 may retain their same time slot. The programmer will give up their rights to the time slot if they miss three (3) consecutive weeks on lease access.

3. Channel Leased for Premium Service Programming

Available only if the designated channel can utilize a positive trap or when addressable technology is operational. Payable in advance. \$2.60 per-sub-per month with 6% penetration guaranteed per month.

4. Channel Leased for Basis Service Programming

Per – sub – per month (excludes number 5 listed below)	\$0.20
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5. Channel Leased for Basis Service with 50% or more of Programming Devoted to Selling products.

Per – sub – per month	\$0.29
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6. Full page graphic on FPB Marketplace Channel

FPB Photo Classified Rates	
1 Month	\$20 per page
6 Months	\$15 per page
12 Months	\$10 per page

Production Charge: \$20 per page (*unless provided by client*)

D. Local Advertising Insertion

This Section governs the Plant Board’s production and advertising services and the related rates for such service. This section identifies the 30-second spot rates and channels available for advertising. Guidelines for discounting, commercial production services and rates, post production services and rates, non-commercial video production services and rates and client cable advertising agreements (Production and Non-production types)

1. The 30-second retail-spot rate card is shown below:

Maximum Rates*	
Local Core	Political Candidate
\$35.00	\$50.00
* Maximums for 30 second ads	

Discounts available

- For current rates on individual networks and dayparts, please call.
- All networks subject to availability
- Max rates do not apply to specially packages

Online Advertising
50% above Wholesale

WEATHERSCAN
\$100 Net per month (broadcast calendar). One 48 second crawl every 36 minutes

2. The guidelines for discounting the Cable TV Advertising Rate Card are shown below:

A	Volume Dollar – based on monthly buys	Rate
	\$300 - \$499	5%
	\$500 - \$999	10%

	\$1,000 - \$1,199	15%
	\$1,200 - \$1,499	20%
	\$1,500 - \$1,999	25%
	\$2,000 - \$2,499	30%
	\$2,500 - \$3,400	40%
	\$3,500 – Over	50%

- Special authorization is needed for the Rate Card to be discounted below these minimums (applies to both “a” and “b”)

E. Special Programs or Packages

The Account Executive has the discretion to set higher than shown on the retail rate card, depending on the demand for and the supply of avails for a special program or programs, sport events or other special packages.

F. Other Discretionary Discounting

1. Commercial Production - \$200 per 30 – second commercial. Including the following:

1	2 – Hour Shoot
2	2 – Hour Edit
3	Storage Fee
All other services subject to additional charges	
All talent fees billed to client	
Does not include travel outside Franklin County	

2. Post Production Services and Rates

1	Update of Video Footage
2	Updating of Audio
3	Re-Editing of Video
4	Re-Editing of Audio
5	Tags for Pre-Produced Spots
6	Graphics/Crawl

7	Special Effects
8	Animation
9	Additional Video Taping
10	Teleprompter – including operator
	Rates
	\$120 per hour – Non-Linear Editor – includes operator
	30-minute minimum - \$30 per 15 minute increments
	\$100 per hour for Digital Video Shoot
	\$30 per hour for Teleprompter – one hour minimum

- All rates available from 8:30AM – 4:40PM, Monday through Friday.

3. Non-Commercial Video Production Services

Location Shooting – Camera & operator	\$100 per hour
Grip	\$25 per hour
Audio Booth	\$25 per hour
Glidecam	\$50 per hour
Jib Arm	\$100 per hour
Dolly	\$100 per hour
Chromakey Shoot	\$100 per hour
Pre-Production – Digitize/Playback	\$60 per hour
Post-Production – Non-Linear Editing	\$120 per hour
Graphics – Scan/Cleanup in Photoshop	\$25 per hour
2D Animation/Layering in After Effects	\$120 per hour
Archival to Digital Tape	\$25 per hour
Travel outside Franklin County incurs additional charges	
All rates available 8:30 AM – 4:30PM, Monday through Friday	

Cable Advertising Agreement – Production Type

Production Type

_____ (client) requests that the Frankfort Plant Board produce a 30-second commercial spot(s) for a fee of \$_____ and to air the spot(s) on the following networks: _____, _____, _____, _____, _____, _____, _____ of the Frankfort Plant Board's Cable TV System. The spot(s) production fee is payable by client at the time this agreement is executed or two days before the spot(s) is scheduled to air.

The commercial spot(s) will begin airing on _____ and end on _____ as opted the _____ hour time block (_____ to _____) with #____ spots airing per network per week. The average retail spot rate of the package is \$_____ per spot and after discounts applied averages \$_____ per spot. This agreement is for _____ total billable spots or \$_____. All spots aired during a month covered by this Agreement will be billed on a monthly invoice. The invoice is payable within 60 days of receipt.

We hereby acknowledge and agree to terms and conditions of this agreement.

Frankfort Plant Board

Cable Advertising Representative

Business Being Advertised

Date

Authorizing Individual (Print Name)

Signature

Signature

Date

Date

Cable Advertising Agreement – Non-Production Type

Non-Production Type

_____ (the client) has produced or provided one or more 30-second commercial spot(s) and requests that the spot(s) be aired on following networks: _____, _____, _____, _____, _____, _____, _____, and _____ of the Frankfort Plant Board's Cable TV System.

The commercial spot(s) will begin airing on _____ and end on _____. Client has opted the _____ hour time block (_____ p.m. to _____ p.m.) with #_____ spots airing per network per. The average retail spot rate of the package is \$_____ per spot and after discounts applied averages \$_____ per spot. This agreement is for _____ total billable spots or \$_____. All spots aired during a month covered by this Agreement will be billed on a monthly invoice. The invoice is payable within 60 days of receipt.

We hereby acknowledge and agree to terms and conditions of this agreement.

Frankfort Plant Board

Cable Advertising Representative

Business Being Advertised

Date

Authorizing Individual (Print Name)

Signature

Signature

Date

Date

Form #1

LEASE ACCESS CHANNEL 20 AIR TIME PURCHASE AGREEMENT

_____ agrees to lease time on Channel 20, the Plant Board's Commercial Lease Access Channel, for playback of the following program(s) at the times, dates and rates specified.

Program	Dates	Times	Rates
Total			

We agree to indemnify and save harmless the Plant Board and its officers, directors, employees and agents from any and all claims, demands, damages or other liabilities which may be made against or incurred by the Plant Board arising from playback of our programs on the Plant Board's Cable System.

For each missed playback the purchaser is entitled to one credit at the same length as the missed playback at a mutually agreed time placement.

PURCHASER

DATE

PLANT BOARD REPRESENTATIVE

DATE