

# **Policies and Procedures**

## **Harrison Township Community Access TV**

### **Statement of Purpose**

Harrison Township Community Access Television ("HTCA-TV") is a service of Harrison Township, Michigan. The Community Access Channel serves the public interest by providing citizens, community groups and non-profit organizations with the resources to distribute non-commercial video programming on the Harrison Township Community Access Channel on local cable television systems. Copies of these policies and procedures will be provided upon request.

### **Mission Statement**

The mission of HTCA-TV is to provide the community with non-commercial television programming so that individuals, community groups and non-profit organizations can be participants in what they watch and produce. HTCA-TV is used to inform and educate the community about local issues, events, services, businesses and industries.

### **General Rules**

1. The program sponsor assumes full responsibility for the content of all program material which is submitted for cablecast on HTCA-TV and indemnifies and holds harmless Harrison Township, its directors, officers and staff, against any claims arising out of any use of this program material that the sponsor submits for cablecast. The program sponsor further agrees to indemnify and hold harmless Harrison Township and their agents, employees and representatives from any and all liability and injury (including reasonable attorneys' fees and costs incurred in defending claims) arising from, or in connection with: Claims for failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities; libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations owing to third parties by the producer, including residuals or other payment for any purpose whatsoever, and any other claim, in law or equity, which may arise or result from this program or the producer's utilization of HTCA-TV services, equipment, facilities and cable access channels. The producer understands that he or she may be criminally or civilly liable for producing or presenting such material for transmission.
  
2. In response to its mandate to serve the local community first, Harrison Township may, in its sole discretion, give priority for airtime to programming consistent with Township objectives that is (highest to lowest):
  - a. Produced locally and sponsored by a local individual or group.

- b. Produced in Michigan, but not locally, and sponsored by a local person or group.
  - c. Produced in Michigan, but not locally, and sponsored by a person or group within the state of Michigan but not locally.
  - d. Produced outside of Michigan. Any program produced outside of the state of Michigan MUST have a local sponsor.
3. All video media submitted to Harrison Township or live programs shown on HTCA-TV, accompanied by a signed Application for Presentation, will be aired at least once. Reruns are scheduled subject to time availability. Only video media designated as part of the Harrison Township Video Library will be given reruns beyond a third appearance.
4. New programs, or programs never before shown on HTCA-TV, have priority over reruns.
5. Every program submitted for air on HTCA-TV including individual installments in a series, must be accompanied by an HTCA-TV Application for Presentation, Statement of Compliance form and (if required) Underwriting Agreement, fully filled-out and signed by the sponsor. The sponsor may use an Application for Presentation & Statement of Compliance with photocopied information, so long as each form has an original signature and date and the correct program length.
6. To fill airtime, HTCA-TV's Township Designee may schedule non-local PEG or other programs to insure diversity of interest.
7. Each program sponsor has a two hour limit of programming time per week. Exceptions will be made only for sponsors who can submit, on a regular basis, new, never-seen-before programs which exceed this minimum. Regularly scheduled reruns are not included in the time limits.
8. All programming requests must be submitted directly to the HTCA-TV Township Designee at least two weeks prior to cablecast.
9. Sponsors may request the day and time when they wish their program to air on the Application for Presentation. HTCA-TV's Township Designee will fill time slots on a first-come, first-served basis, following the priorities listed in #2 above. The Township Designee may schedule based on diversity or similarity of content in order to maximize consistency in HTCA-TV's schedule.
10. Program scheduling may be changed during the 30 days prior to a Harrison Township government election to accommodate election programming.

11. All programming decisions shall be made by the HTCA-TV Township Designee. If a sponsor's programs do not meet these guidelines, the Township Designee may take disciplinary action, up to and including the cancellation of a sponsor's program or series.
12. Sponsors are required to complete an HTCA-TV Statement of Compliance in which the sponsor accepts responsibility for the content of the program and provides HTCA-TV with a contact telephone number through which the sponsor can be reached for comments. This number will be made available to all that request it and will also be shown at the beginning and end of the presentation.
13. Use of the HTCA-TV channel cannot be denied on the basis of race, sex, sexual orientation, age, physical disability, religious or political beliefs.

### **Program Sponsor Responsibility**

1. The program sponsor must read this document and be familiar with its rules.
2. The program sponsor must be thoroughly familiar with the content of programs submitted to be cablecast on HTCA-TV. The sponsor agrees that the submitted programs will not contain:
  - a. Obscene material.
  - b. Adult content.
  - c. Commercial or political advertising or the commercial or political solicitation of funds.
  - d. A lottery, or any advertisement or information concerning any lottery, except as permitted by state and federal law for state-licensed lotteries.
  - e. Any promotional material concerning products or services presented for the purpose of any commercial or political solicitation of money or other things of value, unless specifically exempted under the terms of this document.
  - f. Any material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might otherwise violate any local, state or federal law.
3. The program sponsor assumes full responsibility for the content of all program material submitted for cablecast and ensures that such program material will not violate any right of any third party.
4. The program sponsor must obtain all approvals, clearances, licenses, etc. for the use of any program material to be cablecast, INCLUDING, BUT NOT LIMITED TO, approvals by broadcast stations, networks, underwriters, music licensing

organizations, copyright owners, performers' representatives, all persons appearing in, or referred to, in the program material, and any other approvals that may be necessary to transmit program material over HTCA-TV prior to submission.

5. The program sponsor indemnifies and holds harmless HTCA-TV, its Township Designee, officers and staff, against any claims arising out of any use of this program material that the sponsor submits for cablecast, or any breach of this Statement of Compliance, INCLUDING, BUT NOT LIMITED TO, any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material. The sponsor understands that they may be criminally or civilly liable for performing or producing such material which is cablecast.
6. The program sponsor agrees that he or she shall not represent himself or herself or any other person as an employee, representative or agent of HTCA-TV, or of the local cable companies, or of the Township of Harrison.
7. All equipment remains under the control of the Township Designee who may delegate authority to another party. Loaning of equipment for personal use is not authorized. The program sponsor may not use HTCA-TV channels, equipment or facilities for any financial gain or other commercial purposes.
8. The program sponsor understands that false or misleading statements made in the Application for Presentation & Statement of Compliance are grounds for forfeiture of the right to use HTCA-TV community access equipment and facilities.
9. The program sponsor understands that the Application for Presentation & Statement of Compliance will be on file with the Township Designee at HTCA-TV and available to any person to view during normal business hours. Persons wishing to view such material will be asked to sign a Freedom of Information Act (FOIA) Request.
10. The program sponsor understands that programming will be cablecast based on information provided on the Application for Presentation & Statement of Compliance forms. Any inconsistencies may result in aborted playback. Repeat violations may result in denial of a sponsor's right to cablecast on HTCA-TV.

### **Political Content Prior To an Election**

No political content will be aired during the period commencing 30 days prior to any election held in Harrison Township for any office or ballot issue and ending at midnight on the night of said election.

Political content submitted for airing in time periods not restricted above shall be treated in the same manner as other content submitted by any sponsor and shall follow all the

applicable policies and procedures and be allowed the same privileges accorded any other content.

All other policies and procedures related to submission and airing of content shall apply unless contradictory to the above restrictions.

Exceptions to the above rules governing political content prior to an election may be superseded via a motion passed by the Harrison Township Board of Trustees.

### **Community Access Calendar**

HTCA-TV provides this venue for local nonprofit organizations and community based groups to share information. The community calendar will run at all times no other programming is scheduled. Organizations and groups wishing to post information on the calendar must submit a completed **COMMUNITY ACCESS CALENDAR FORM** to the Township Designee at least two weeks in advance of desired airtime.

### **Programming Procedures**

1. Each tape/DVD submitted to HTCA-TV must contain one program only, and be submitted directly to the Township Designee. Mailed tapes/DVDs should be addressed to Township Designee, HTCA-TV, 38151 L'Anse Creuse, Harrison Township, MI 48045.
2. Every program submitted for airing must be clearly labeled with the title, the name of the program sponsor, and length (accurate TO THE SECOND. Do not round-off times. For example, indicate 28:56 if that is the program's exact length, not 29:00). The title should appear on both the face and spine of the tape/DVD and case. The program should be preceded by 30 seconds of color bars and tone, a slate (title, length, date of completion, sponsor's name and contact number), and a ten-second countdown. Sponsor's name and contact telephone number must also appear on screen at the end of the program. Information should be written on DVDs with a permanent black marker rather than labels.
3. The Videotape/DVD must be titled with credits at the beginning and end of program. Black video and no audio must follow the ending credits.
4. Each program must be accompanied by an Application for Presentation, Statement of Compliance and (if applicable) an Underwriting Agreement. See General Rules #3 above.
5. Each program in a series must be clearly numbered and/or titled, and the Application for Presentation must clearly indicate the date when that installment should be shown ("Playback Date" on the Application for Presentation).
6. One-time programs and specials may be of any length. Regularly-scheduled series programs should adhere as closely as possible to the standard length. At

the discretion of the Township Designee, series episodes which exceed or fall short of the standard length may be aired in less than their entirety, or not aired at all.

7. Videotape/DVD programming must be of sufficient technical quality. HTCA-TV may air video which is below commercial TV "broadcast quality." Tapes/DVDs with excessive defects, such as broken control track, surface damage, highly distorted audio, etc., may be determined by the Township Designee to fall below minimum technical standards for the channel. This decision will be made only in extreme cases, and will NOT be used to censor programming based on content. The Township Designee will inform any sponsor whose program has been pulled from cablecast for technical reasons and will advise the sponsor on ways to remedy the problem. Repeated technical defects of an extreme nature in a series may result in the cancellation of that series.
8. All VHS and DVD video material submitted must be recorded at SP (fast) speed.
9. HTCA-TV will make every effort to provide a secure facility to store all video media safely. HTCA-TV will not be responsible for the loss of the contents of any tape/DVD. If it is determined that a tape/DVD has been lost or damaged through HTCA-TV error, HTCA-TV liability is limited to the cost of replacement tape/DVD stock only. It is strongly recommended that dubs (copies) of programs be submitted for cablecast, and that edited masters be carefully stored by their owners.
10. It is the responsibility of the sponsor of a program to deliver the tape/DVD to the HTCA-TV Township Designee and make arrangements to pick it up after its final airing. HTCA-TV will assume no delivery costs. Persons wishing to have their tape/DVD returned by mail must include a self-addressed stamped envelope with the submitted tape/DVD.
11. HTCA-TV reserves the right to dispose of any video media 60 days after final airing.

## **Definitions of Programming Terms**

**Adult content:** Video and/or sound which may be deemed inappropriate for younger or more sensitive viewers.

**Air or airtime:** Although HTCA-TV does not broadcast through airwaves, and is received only on cable television by subscribers; these terms are sometimes used in place of "cablecast" or "cable time."

**Length:** The exact running time of a program, from first image to last image (including title, credits, etc., but NOT including bars & tone, slate, countdown, etc.). Length should be indicated in hours, minutes and seconds. Examples: 1:29:45 (one hour, twenty-nine minutes, forty-five seconds), 14:30 (fourteen minutes, thirty seconds).

**Local:** Anywhere HTCA-TV is received by cable TV subscribers.

**Obscene Material:** Indecencies and/or profanities to include gestures, visual or verbal, as defined by the FCC.

**Township Designee:** The head of HTCA-TV determines schedules and airs programs. Others working in the department are Program Assistants.

**Sponsor:** The person, or persons, who fill out and sign the HTCA-TV Application for Presentation & Statement of Compliance that accompanies each videotape/DVD, or series of videotapes/DVDs submitted for **airing** on HTCA-TV. The sponsor is often, but not necessarily, the **producer** of the program. The **sponsor** takes full responsibility for the content of all videotapes/DVDs submitted.

**Standard length:** The preferred running time for programs on HTCA-TV. The standard length for a program in a 30-minute **timeslot** is 29:00 (29 minutes, zero seconds). For a 60-minute **timeslot** the standard length is 59:00 (59 minutes, zero seconds). Similarly, a 1.5 hour program should run 1:29:00. A two-hour program should run 1:59:00 and so on.

**Time slot:** A period of time when programs are **aired**. The most common timeslots on HTCA-TV are 30 minute and 60 minute. See **standard length**.

## **Forms**

Statement of Compliance

Community Calendar Form

Application for Presentation

Underwriting Agreement

AS A DIVISION OF THE TOWNSHIP OF HARRISON, ANY DOCUMENTS SUBMITTED TO HTCA-TV ARE  
SUBJECT TO RELEASE UNDER THE FREEDOM OF INFORMATION ACT