



TOWNSHIP OF LONG HILL GOVERNMENT CABLE ACCESS POLICY AND PROCEDURES

I. PURPOSE

This policy defines the function of the Township of Long Hill Governmental Cable Access Channel (hereinafter defined as “LHTV”).

II. MISSION AND GOAL

LHTV is designated a Municipal Access Channel to:

- A. Enable the Township staff and Communications Advisory Committee (“CAC”) to keep the citizens within the Township informed of Township sponsored events, activities, policies, procedures, emergencies or other government initiative through bulletins, message board or other production means.
- B. Afford limited access for local organizations to broadcast media that is not inconsistent with these policies and procedures.

The goal of LHTV is to present suitable and reliable information and programming that will be enjoyable, educational and informative for citizens of the Township of Long Hill.

III CHANNEL PROGRAMMING

- A. Programming Responsibility
 - 1. The Township of Long Hill reserves the right to program LHTV in accordance with the mission and goal stated above.
 - 2. The Township of Long Hill shall follow all FCC guidelines for cable access television.
 - 3. The CAC shall establish allocation of programming time among the designated categories. The CAC retains authority in scheduling and programming of all LHTV operations subject to the oversight of the Township Committee. Scheduling and programming decisions of the CAC may be appealed to the Long Hill Township Committee.

- B. Programming Categories

All programming on LHTV shall fall within at least one of the following categories:

- Community Events
- Crime Prevention or Bulletins
- Departmental Information
- Educational
- Environmental Issues
- Federal, State or local emergency broadcasting
- Governmental Meetings
- Inclement Weather Closure/Delay bulletins
- Performing Arts
- Public Health and Safety Issues
- Recreation Activities
- Recycling Information
- School: Events/Activities/Messages and Schedules/Student Productions
- Unique Ceremonies (See Section XII – Definition)

C. Programming Guidelines

1. All programming on LHTV must be either produced or approved for use by the CAC
2. All programming on LHTV must support the channel's mission and goals.
3. All programming, to include information bulletins or messages, on LHTV must fall within one of the channel's designated programming categories.
4. All programming on LHTV must be of local interest and provide direct community benefit.
5. Requests for a message, bulletin, or display broadcast on LHTV shall be conducted through the preparation and submission of a Bulletin Board Request form.
6. Governmental public meetings shall only be covered with authorization of the governing body and shall be displayed, to the extent possible, without editing or interruption. Videotaped coverage of meetings shall not be considered an official record, and there shall be no liability by the Township or its employees for inadvertent erasure, omissions, technical difficulties, or for inaccurate information stated during the meetings. Recordings shall be destroyed in accordance with state regulations.
7. Programming may identify the source of support or funding for a production from a commercial/for-profit or non-profit organization when funding or support are used for equipment, goods, services or other needs for the production of an access program. Credit identification of the commercial/for-profit or non-profit organization may be presented as; Example: On Screen display; "Funding provided by _____.", "Set facilities provided by _____." or Voice over; "This program was made possible by an underwriting grant from _____."
8. Any content that is submitted for broadcast must be accompanied by a duly executed release in the form attached hereto as exhibit A.

9. The Township may cooperate with other media, municipalities and agencies to acquire additional programming, which meets the mission and goals of LHTV.
10. Political forums or debates may be broadcast in their entirety under the following conditions:
 - A. The forum or debate is structured and organized to equally represent and present all parties or candidates.
 - B. Video, sound or other media shall provide full coverage of the forum or debate without editing or manipulation.
11. Use of LHTV by individuals seeking public office or reelection is prohibited unless participating in an official capacity as part of an authorized programming event or production.
12. LHTV shall be granted copyright privileges for all media submitted for broadcasting in the following “broad” categories:
 1. Literary works
 2. Musical works, including any accompanying words
 3. Dramatic works, including any accompanying music
 4. Pantomimes and Choreographic works
 5. Pictorial, graphic, and sculptural works
 6. Motion pictures and other audiovisual works
 7. Sound recordings

Media submitted for broadcasting on LHTV which has copyright ownership by other than the individual or organization submitting the media must provide a written transfer of rights from the author.

Individuals may reproduce programming on LHTV for personal, non-commercial home use. Retransmission or any unauthorized use of LHTV programming (in whole or in part) is strictly forbidden without the written consent of the CAC or the author of the copyright media.

13. Any media (DVD/Tapes/digital files/etc.) submitted to LHTV for broadcast will become the property of LHTV and will not be returned.
14. Duplication of tapes or DVD of governmental public meetings aired on LHTV shall be provided in accordance with the State of New Jersey Open Public Records Act, with exception to works granted protection provided by the copyright laws of the United States, Title 17, U.S. Code, Section 106 of the 1976 Copyright Act, upon written request and for a fee as established by the Township fee schedule.
15. Individuals appearing or participating in a video or voice production shall be required to complete a release form providing the Township with all necessary rights to use his/her name, portrait, picture, and biographical material to publicize, advertise or otherwise present the production.

D. Prohibited Programming

The following types of programming shall be prohibited on LHTV.

1. Programming which does not comply with the mission and goals of LHTV or these policies and procedures.

2. Programming which violates FCC guidelines or Township policies for access television, to include but not limited to:
 - A. Commercial/for-profit and non-profit enterprise advertisements or announcements except as authorized within Section III-C (9) of these policies and procedures.
 - B. Speech, video, pictorial or sound which may be defined as obscene, indecent, libelous, slanderous, a hoax, racial in nature, misleading, or discriminatory.
 - C. Lottery information.
 - D. The broadcast of words the FCC prohibits from being broadcast on over-the-air-networks.
 - E. Unauthorized copyrighted materials.
3. Programming which promotes political candidates, political issues or political viewpoints, except as provided for in Section III-C (10, 11) of these policies and procedures.
4. The Township of Long Hill and/or its designees reserves the right to refuse to transmit all or any portion of a program which promotes any activity which is unlawful under Township, County, State or Federal law or in violation of these procedures and guidelines.
5. Religious content media including but not limited to sermons, prayer, services and messages.

IV SPONSORSHIP

LHTV does not accept advertising. A for-profit entity that sponsors a program may be identified in an acknowledgement of funding at the beginning and ending of the program as noted in Section III-C (7) of these policies and procedures.

Sponsorships by candidates for public office or their businesses or employers are prohibited on LHTV from the earlier of declaring their candidacy and/or filing an election petition through the primary election and continuing until the conclusion of the general election. Sponsorships by current public officials or their businesses or employers are prohibited. This policy also applies to public officials at and candidates running for any national, state, country or local office for which viewers of LHTV are eligible to vote.

VI EMERGENCY RESPONSE

LHTV may be used at any time for the purpose of local, state, or federal emergency communication and response. State or Federal emergency broadcasts may override LHTV programming with or without notice.

VIII VOLUNTEERS

Volunteers are vital to the spirit of community access experience. Local residents may apply to assist in production of programming that is consistent with the LHTV mission and goals and of these policies and procedures. Volunteers shall apply to the Township's CAC who in consultation with the Township Administrator may accept or deny the application. Approved volunteers will be provided sufficient training to utilize necessary equipment.

IX PROGRAM FUNDING

The Township may provide for LHTV funding on a year by year basis as determined by the Township's annual budget. Additional sources of funding may be obtained; (1) through donations of funds from commercial/for-profit or non-profit organizations for equipment, goods or services needed for a production segment or series; (2) or local, state or Federal grants or funding; (3) or any other appropriate or approved source.

X USE OF THE LHTV NAME AND/OR LOGO

The LHTV name and logo is the property of the Township of Long Hill. The use and display of the LHTV name and logo in any form without the expressed written consent of the Township of Long Hill is strictly prohibited. Any violation of this regulation shall be grounds for cancellation of any program.

XI REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES

The Township of Long Hill may modify these policies and procedures through adoption of a resolution amending such by the governing body.

XII DEFINITIONS:

The term *Governmental access channel* means a channel designated for use by a municipality or Township

Hoaxes – The broadcasting of false information concerning a crime or a catastrophe if

(1) the producing individual knows the information is false; (2) it is foreseeable that broadcast of the information will cause substantial public harm; and (3) broadcast of the information does in fact directly cause substantial public harm.

Indecent Material – Any material in a program and/or presentation that would be defined as “programming that the cable operator reasonably believes is lewd, lascivious or filthy... or describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards “in accordance with The Communications Act of 1934.

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 – Language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary standards for the broadcast medium, sexual or excretory organs or activities. Indecent programming contains sexual or excretory references that do not rise to the level of obscenity.

Unique Ceremonies – Ceremonies organized by locally based Governmental, Educational or Non-Profit organizations that are conducted within the Township

of Long Hill, are open to all citizens of the Township, are free of any political, religious, commercial content and otherwise comply with all provisions of these policies and procedures.

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Long Hill Township, New Jersey

LHTV ACCESS USER AGREEMENT

1. I, _____, as producer (“Producer”) of the video _____ program _____ titled _____ (the “Program”), accept full responsibility for the programming content submitted for broadcast on Long Hill Television (“LHTV”) (“Operator”). I submit the program on behalf of _____ or as a representative of _____ (“Organization”). I, individually and on behalf of the Organization listed above, hereby agree to indemnify and hold harmless Operator and it’s partners, affiliates, officers, directors, employees and agents from and against liability, damages and expenses (including legal fees) arising out of any and all claims incurred as a result of broadcasting the Program.
2. I have previewed the media (DVD/tape/digital file/etc.) in its entirety, and I warrant and represent that the program does not contain:
 - a. Any solicitation of funds or advertising of material designed to promote the sale of commercial products or services.
 - b. Advertising by and behalf of candidates for public office.
 - c. Any material that is obscene, indecent, or an invasion of privacy.
 - d. Any material concerning lottery information, gift enterprises, or similar schemes.
 - e. Any material requiring union residual or other payment including but not limited to talent and crew unless those payments have been executed or waived.
 - f. Any hidden references, frames or scenes.
3. I have reviewed Long Hill’s Government Cable Access Policy and Procedures, and I warrant and represent that the program is in full compliance with these policies and procedures.
4. I agree to and have followed all LHTV rules for submitting pre-recorded events or programming.
5. I agree to make all appropriate arrangements with, and to obtain all copyright and other clearances and rights from, broadcast stations, networks, sponsors, music licensing organizations, performers’ representatives, program owners, program syndicators, and any and all other persons or entities as may be necessary to lawfully transmit the Program. In addition, I agree to indemnify LHTV and Long Hill Township.
6. I agree to be bound by any access channel programming requirements or restrictions contained in any applicable access operating rules and polices

and by applicable FCC regulations and provisions of the Communications Act of 1934, as amended.

7. I agree that the operator assumes no risk and makes no guarantee, express or implied, regarding the safety of media or other materials in the Operator's possession. I hereby release and agree to indemnify and hold harmless Operator, its employees and agents from responsibility if the program(s) (and/or any related media or other materials) are damaged, lost or stolen while in the Operator's custody.
8. I agree that any media submitted to LHTV for broadcast will become the property of LHTV and will not be returned.
9. I acknowledge that the Operator shall not be liable to me for any failure of Operator to broadcast the Program, whether because of the breakdown of equipment or any other reason. I acknowledge that I have no remedy if the Operator fails to broadcast the Program.
10. I understand that the Operator is relying upon this Agreement and the representations contained in this Agreement in permitting the Program to be transmitted on the Access Channel.
11. I agree that, in addition to all remedies and indemnifications specified in this Agreement, the Operator may prohibit my further use of LHTV should I violate any terms of this Agreement.

PLEASE FILL OUT THE INFORMATION BELOW:	
Producer:	
Producer Phone:	
Name of Organization:	
Name/Phone (if other than producer):	
Program Title:	
Program Description:	
Program Length:	Hours: Minutes:
Date:	

OFFICE USE ONLY:	
Date Accepted:	
Accepted By:	
Approving Official:	



**TOWNSHIP OF LONG HILL
GOVERNMENT CABLE ACCESS
INDIVIDUAL RELEASE AND AGREEMENT**

For and in consideration of being permitted to participate on the Township of Long Hill's government cable access channel Long Hill Television ("LHTV"), the undersigned Releasor, being of lawful age, does, for him or herself, his or her spouse, legal representatives, heirs and assigns, hereby release, waive and discharge **THE TOWNSHIP OF LONG HILL**, their affiliates, agents, employees, successors or assigns, as the case may be (collectively, "Releasees"), of and from any and every claim, demand, action or right of action, of whatever kind of nature, either in law or equity, arising from Releasor's participation as a guest on the aforementioned program.

Releasor specifically acknowledges and agrees that if Releasor brings a suit or claim for any reason relating to Releasor's participation on a **LHTV PROGRAM**, Releasor shall indemnify Releasees and bear all costs associated with Releasees' defense of any such claim or action, including reasonable attorneys' fees and costs.

Furthermore, Releasor hereby grants Releasees the right and permission to copyright and/or use, reuse and/or broadcast and republish media (DVD/tape/digital file/etc.) recordings of Releasor, or in which Releasor may be distorted in character or form, in conjunction with Releasor's own or fictitious name or reproductions thereof, in color or black and white, made through any media by **THE TOWNSHIP OF LONG HILL**, for any purposes whatsoever, including the use of any printed material in conjunction therewith.

Releasor hereby waives any right to inspect or approve the finished media, sound track or sponsorship copy or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied.

Releasor expressly agrees that the terms of this Release and Agreement are contractual and not a mere recital and that this Release and Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and that if any portion thereof is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Releasor has carefully read the foregoing Release and Agreement and understands the contents thereof and signs this release as his or her own free act.

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first above written.

(Sign Name)

(Print Name)

(Date)

I hereby certify that I am the guardian of _____, a minor under the age of eighteen, and in consideration of _____'s participation on a **LHTV PROGRAM**, I hereby consent to the terms of the foregoing Release and Agreement, with the same force and effect as if executed by me.

Please initial if you would like to opt out of the release of the minors name for promotional materials and/or the addition of on screen text but not including any mention that may be included in the audio of the program.

(Signature of Parent or Guardian)

(Print Name)

(Date)