

**BIRMINGHAM AREA CABLE BOARD
NEW MEMBER MANUAL**

Birmingham Area Cable Board

Mission Statement

It is the mission of the BACB to advocate for the City of Birmingham and the Villages of Beverly Hills, Bingham Farms and Franklin and their citizens in order to maximize the quality and value of services of cable and related communications providers and support the delivery of public, educational and governmental programming. The Birmingham Area Cable Board is a volunteer citizen body formed by inter-local agreement between the four member communities.

To fulfill this mission the Board shall:

- ~Protect the revenue stream for uses of the rights-of-way to all four communities.
- ~Provide the member communities with timely and comprehensive advice for the establishment of policy and governance of federal/ state cable and telecommunications laws not limited to the following: new franchises, transfers, renewals, escalating complaints, audits and encouraging competition.
- ~Protect, encourage and support participation in available PEG access.
- ~Guide the use of funds or resources referenced in franchise agreements or ordinances, on a quarterly basis and as needed.
- ~Provide a neutral forum for complaints and disagreements between franchisees and subscribers or users of cable facilities as may be requested by BACB members, municipal officials or other franchisees, cable subscribers, users or citizens, and support resolutions.

**BIRMINGHAM AREA CABLE BOARD MEMBERS
MARCH 2023**

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BIRMINGHAM AREA CABLE BOARD
ANNUAL REPORT
FISCAL YEAR 2021-22

Submitted By:

Cathy K. White

Executive Director

December, 2022

CABLE BOARD MEMBERS

As of December 31, 2022

BIRMINGHAM

Michael Fenberg-Treasurer

David Eick- Vice Chair & Personnel Committee Chair

George Abraham- Cable Action Committee Chair

Donovan Shand

Jim Cleary

Robert Whittington

BINGHAM FARMS

D.E. Hagaman

FRANKLIN

Rick David

BEVERLY HILLS

Christopher Dobies

Gilbert Gugni- Chairman

Shane Henry

Ray Kamoo- Secretary & PEG Committee Chair

Introduction

Each year upon the completion of the BACB annual audit, prepared by Plante & Moran, PLLC, we submit an update to our four community members: Birmingham, Beverly Hills, Franklin and Bingham Farms. The purpose of this annual report is to keep these communities apprised of the work of the BACB during the previous calendar year.

As Chairman of the BACB I am pleased to report that during the previous year we have continued to perform our mandated duties with great pride and distinction. Franchise fees have been timely paid to the community members in the form of administrative grants. Grant requests have been received and moved upon in a speedy and effective process. All complaints received from residents regarding service from the three providers (Comcast, AT&T and WOW) were resolved expeditiously, primarily due to the efforts of the BACB's Executive Director, Cathy White.

By the end of this reporting period, all twelve positions of the BACB were filled for the first time since prior to the start of the pandemic. These twelve individuals are highly motivated to continue the duties and responsibilities of the BACB in a professional manner. I am very confident that this will occur.

Gil Gugni
Chairman, Birmingham Area Cable Board

BCTV Contract

The contract with BCTV for public and governmental programming, which originally expired on June 30, 2019, has been extended until December 31, 2026. Carrie LeZotte currently serves as Director of Cable and Community Relations and Greg Black currently serves as manager. The cost for BACB production and associated services in FY 2021-22 was \$262,350.00. BCTV has been taping three additional Birmingham public meetings: the Board of Zoning Appeals, the Advisory Parking Committee and the Multi-Modal Transportation Board. In addition, we utilize PEG funds for BCTV to tape local high school sports events.

Board Committees

The Board has three standing committees: PEG (Public Educational Governmental), CAC (Cable Action) and Personnel committees.

PEG Committee

The PEG Committee is charged with oversight and development of programming on the public access and governmental channels as well as reviewing proposed grants for PEG infrastructure. Ray Kamoo is the Chairman; membership is open to any Board member, and representatives of BCTV and the Birmingham Public Schools participate on a regular basis. Live broadcast, as well as rebroadcast, of local governmental meetings continues on the Governmental channel. The Public channel provides opportunities for local citizens to produce their own programs, as well as to broadcast/rebroadcast parades, lectures, concerts and other events of community interest. The rebroadcast of Groves versus Seaholm athletic contests, both boys and girls, is now in its ninth year and is an especially popular undertaking. Comprising its contribution to the "E" in PEG, the Cable Board has made significant contributions to help fund the broadcast infrastructure for the Birmingham Public Schools and, specifically, the Birmingham Public School Education and Administration Center. We are actively

seeking new PEG grant requests to include community equipment upgrades and enhancements to the school facilities within our footprint.

CAC Committee

The Cable Action Committee was formed to follow up on Board initiatives and cable provider commitments at the monthly meetings and drive special projects. Subscriber complaints are reviewed, and legal/legislative issues and new initiatives are discussed. George Abraham is the Chairman. Discussions involved PEG and municipal support services grants, financial matters, cable TV industry developments, review and improvement of the new BACB website, FCC rule-making proceedings and long-term planning. We are continuing to expand our outreach to assist more members of the community in resolving customer service issues.

Personnel Committee

The Personnel Committee was formed to address personnel issues, fill Board vacancies and complete performance evaluations of the Executive Director. David Eick is the Chairman. The Personnel Committee met in May of 2022 to conduct the annual review of the Executive Director's job performance.

Audit

Plante & Moran, PLLC conducted the annual audit of Board financial operations. The audit included a review of the financial activities performed by Beverly Hills, which acts as the BACB fiduciary agent. The audit also reviewed activity on the Michigan United Credit Union (designated funds to purchase capital equipment for PEG-related activities) and our Multi Bank Securities account (institutional investments). The Independent Auditor's Report indicated that the BACB's financial statements received an unmodified audit opinion for 2021-2022, which is the highest level given.

Grants

The Board paid a total of \$3,158.00 in grants during the fiscal year. This amount includes a municipal support services grant to the Franklin Bingham Fire Department in the amount of \$2,699. A PEG grant was awarded to the Village of Beverly Hills for work done by a contractor (Advanced Lighting & Sound) to enable hybrid meetings to be conducted as a result of the global pandemic.

In addition, Administrative Grants from franchise fees, per our Interlocal Agreement, were also returned proportionally to each BACB community.

Complaints

Written complaints to the BACB decreased in FY 2021-22. There were approximately 28 formal complaints, compared to 40 complaints the previous year. Our Executive Director accepts all calls and website complaints including informal actions wherein residents decline to record formal action. Complaints involved pricing/billing, poor service, service interruptions, long wait times on Comcast 1-800 numbers, calls being shifted overseas, missed appointments (without compensation) and downed/unburied wires in the rights-of-way. Subscribers are still encouraged to call their provider first to try to resolve disputes. The BACB continues to accept and process complaints from our residents. We

have streamlined the escalation process. WOW!, Comcast and AT&T have escalation teams to promptly deal with residents' problems and are often resolved within 24 hours.

The Michigan Public Service Commission also addresses complaints against cable providers (as well as disputes between local units of government and cable providers). The MPSC process is rather difficult and time-consuming for residents; the BACB, however, continues to address all local complaints immediately.

Fiscal Year Budget

The Board is expected to receive \$688,005.00 in franchise and PEG fees this upcoming fiscal year. This includes \$248,005.00 in franchise fees and \$440,000.00 in PEG fees. PEG fees are designated funds and may only be used for purchase and maintenance of capital equipment.

Birmingham Area Cable Board

**Financial Report
with Supplemental Information
June 30, 2022**

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Independent Auditor's Report

To the Board Members
Birmingham Area Cable Board

Opinions

We have audited the financial statements of the governmental activities and the General Fund of Birmingham Area Cable Board (the "Board") as of and for the year ended June 30, 2022 and the related notes to the financial statements, which collectively comprise the Board's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of the Board as of June 30, 2022 and the respective changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Board and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

To the Board Members
Birmingham Area Cable Board

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplemental information, as identified in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplemental information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Plante & Moreau, PLLC

October 31, 2022

Birmingham Area Cable Board

Management's Discussion and Analysis

Our discussion and analysis of Birmingham Area Cable Board's (the "Board") financial performance provides an overview of the Board's financial activities for the fiscal year ended June 30, 2022. Please read it in conjunction with the Board's financial statements.

Using This Annual Report

This annual report consists of three parts: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplemental information. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of required supplemental information that further explains and supports the information in the financial statements.

The basic financial statements include information that presents two different views of the Board:

- The first column of the financial statements includes information on the Board's General Fund under the modified accrual method. These fund financial statements focus on current financial resources and provide a more detailed view about the accountability of the Board's sources and uses of funds.
- The adjustments column of the financial statements represents adjustments necessary to convert the fund financial statements to the government-wide financial statements under the full accrual method of accounting.
- The third column presents the Board's operations on a full accrual basis, which provides both long- and short-term information about the Board's overall financial status. The statement of net position and the statement of activities provide information about the activities of the Board as a whole and present a longer-term view of the Board's finances.

Condensed Financial Information

The following tables show key financial information in a condensed format for the government-wide statements of net position and activities:

	2022	2021
Assets		
Current and other assets	\$ 1,587,364	\$ 1,665,646
Capital assets - Net	191,468	178,880
Total assets	1,778,832	1,844,526
Liabilities - Accounts payable	924	12,912
Net Position		
Net investment in capital assets	191,468	178,880
Restricted for public, education, and government (PEG)	1,088,487	1,067,572
Unrestricted	497,953	585,162
Total net position	<u>\$ 1,777,908</u>	<u>\$ 1,831,614</u>

Birmingham Area Cable Board

Management's Discussion and Analysis (Continued)

	2022	2021
Revenue		
Franchise fees	\$ 335,751	\$ 343,585
PEG fees	339,483	358,849
Investment (loss) income	(43,253)	1,374
Total revenue	631,981	703,808
Expenditures		
PEG operations	306,680	372,318
Board expenditures	379,007	169,779
Total expenditures	685,687	542,097
Net Change in Net Position	(53,706)	161,711
Net Position - Beginning of year	1,831,614	1,669,903
Net Position - End of year	<u><u>\$ 1,777,908</u></u>	<u><u>\$ 1,831,614</u></u>

The Board as a Whole

- The Board reports a net position of \$1,777,908 this year on a full accrual basis, as compared to a fund balance of \$1,409,086 on the modified accrual basis of accounting.
- The Board recorded accounts payable of \$924 in the current year and \$12,912 in the prior year.
- The Board's primary source of revenue is from franchise and PEG fees. For 2022, total fees collected were \$675,234. This represents the majority of revenue.
- The largest expenditure of the Board, other than the issuance of grants, is for the agreement with Bloomfield Community Television (BCTV). For 2022, this expenditure was \$262,350, representing approximately 38 percent of the General Fund's total expenditures.
- Expenses for PEG operations decreased by \$65,638, or 17.6 percent. This decrease is primarily due to a decrease in PEG grant disbursements in the current year.
- Expense for board operations increased by \$209,228, or 123.2 percent. This increase is primarily due to an increased amount of unspent franchise fees distributed back to the communities.
- Total expenditures for the entire year under the modified accrual basis of accounting were \$698,275.

The General Fund

Our analysis of the Board's General Fund is included on pages 6 and 7 in the first column of the respective statements. The fund column provides detailed information about the General Fund on a modified accrual method, which is a short-term perspective measuring the flow of financial resources, not the Board's operations on a full accrual basis of accounting, which provides a longer-term measurement of total economic resources. The Board's only fund is the General Fund. The fund balance of the General Fund decreased by \$220,318 during the year.

Board Budgetary Highlights

The Board's budget for revenue for 2022 was \$628,400, with actual revenue coming in at \$477,957. Franchise fees came in higher than anticipated, and PEG fees came in lower than anticipated. As of June 30, 2022, the Board has \$177,354 in unavailable revenue, which is due to receiving the fees from the communities after the period of availability. The unavailable revenue will be recognized as revenue in the next fiscal year. On the expenditure side, the total budget was \$868,540, and actual expenditures were \$698,275. The variance is primarily due to fewer expenditures for grants, program expenses, professional fees, and municipal support services.

Birmingham Area Cable Board

Management's Discussion and Analysis (Continued)

Capital Assets and Debt Administration

At year end, the Board had \$191,468 invested in the production van and equipment. In 2022, the Board had \$38,024 of additions and \$0 of disposals of equipment.

The Board carries no long-term debt.

Economic Factors and Next Year's Budgets and Rates

The Board's revenue budget for fiscal year 2023 increased from the fiscal year 2022 results. The Board believes consumer spending on traditional cable television will slow due to the increase in popularity and availability of streaming services, which are not subject to the requirement to pay franchise or PEG fees. The potential loss of revenue from franchise and PEG fees may be offset, however, by the providers' annual increases in cable television rates charged to consumers who have chosen to remain as traditional cable subscribers. The Board is monitoring new rules promulgated by the Federal Communications Commission (FCC) that may reduce PEG revenue. The Board will continue to exercise fiscal discipline with respect to board operating expenses, resulting in a return of uncommitted franchise fee revenue to each of the participating municipalities at the end of the fiscal year as a dividend from shared municipal services. PEG revenue will be managed in accordance with parameters outlined in applicable state and federal statutes.

Requests for Further Information

If you have questions about this report or need additional information, we welcome you to contact Cathy White at 248-336-9445 or via email at exec@birminghamareacableboard.org.

Birmingham Area Cable Board

General Fund Balance Sheet/Statement of Net Position

June 30, 2022

	General Fund - Modified Accrual Basis	Adjustments (Note 7)	Statement of Net Position - Full Accrual Basis
Assets			
Cash and investments (Notes 2 and 3)	\$ 1,052,356	\$ -	\$ 1,052,356
Amount on deposit at the Village of Beverly Hills, Michigan (Note 4)	202,198	-	202,198
Due from service providers for franchise and PEG fees	329,839	-	329,839
Other receivables	2,971	-	2,971
Capital assets - Net (Note 5)	-	191,468	191,468
Total assets	<u><u>\$ 1,587,364</u></u>	191,468	1,778,832
Liabilities - Accounts payable	\$ 924	-	924
Deferred Inflows of Resources - Unavailable revenue	177,354	(177,354)	-
Equity			
Fund balance:			
Restricted - Public, education, and government	999,158	(999,158)	-
Committed - Franchise fees to communities	171,238	(171,238)	-
Unassigned	238,690	(238,690)	-
Total fund balance	1,409,086	(1,409,086)	-
Total liabilities, deferred inflows of resources, and fund balance	<u><u>\$ 1,587,364</u></u>		
Net position:			
Net investment in capital assets		191,468	191,468
Restricted for public, education, and government		1,088,487	1,088,487
Unrestricted		497,953	497,953
Total net position		<u><u>\$ 1,777,908</u></u>	<u><u>\$ 1,777,908</u></u>

Birmingham Area Cable Board

Statement of General Fund Revenue, Expenditures, and Changes in Fund Balance/Statement of Activities

Year Ended June 30, 2022

	General Fund - Modified Accrual Basis	Adjustments (Note 7)	Statement of Activities - Full Accrual Basis
Revenue			
Franchise fees:			
Birmingham, Michigan	\$ 157,857	\$ 50,949	\$ 208,806
Beverly Hills, Michigan	80,408	-	80,408
Franklin Village, Michigan	-	29,602	29,602
Bingham Farms, Michigan	21,031	(4,096)	16,935
PEG fees:			
Birmingham, Michigan	158,532	51,644	210,176
Beverly Hills, Michigan	82,063	-	82,063
Franklin Village, Michigan	-	30,081	30,081
Bingham Farms, Michigan	21,319	(4,156)	17,163
Investment loss	(43,253)	-	(43,253)
Total revenue	477,957	154,024	631,981
Expenditures			
PEG operations:			
Cable contractor	262,350	-	262,350
Communications expense	5,766	-	5,766
Grants	459	-	459
Production truck	590	-	590
Program expense	10,000	-	10,000
Equipment	40,103	(38,024)	2,079
Depreciation	-	25,436	25,436
Board expenditures:			
Administrative grants	299,962	-	299,962
Conferences	679	-	679
Contract labor	763	-	763
Executive director	39,862	-	39,862
Liability insurance	2,795	-	2,795
Memberships	1,000	-	1,000
Operating expense	7,417	-	7,417
Professional fees	23,580	-	23,580
Advertising/Promotion	250	-	250
Municipal support services	2,699	-	2,699
Total expenditures	698,275	(12,588)	685,687
Net Change in Fund Balance/Net Position	(220,318)	166,612	(53,706)
Fund Balance/Net Position - Beginning of year	1,629,404	202,210	1,831,614
Fund Balance/Net Position - End of year	<u>\$ 1,409,086</u>	<u>\$ 368,822</u>	<u>\$ 1,777,908</u>

June 30, 2022**Note 1 - Significant Accounting Policies*****Reporting Entity***

Birmingham Area Cable Board (the "Board") was created through an interlocal agreement between the City of Birmingham, Michigan and the villages of Beverly Hills, Bingham Farms, and Franklin, Michigan (collectively, the "Parties"). The Board was organized to obtain for the Parties the economies of scale implicit in combining cable revenue and sharing cable expenses, rather than independently operating separate facilities. The Board is composed of 13 members: 7 representatives are appointed by the City of Birmingham, Michigan; 4 representatives are appointed by the Village of Beverly Hills, Michigan; 1 representative is from the Village of Bingham Farms, Michigan; and 1 representative is from the Village of Franklin, Michigan. The accompanying financial statements present Birmingham Area Cable Board's assets and liabilities. No other component units have been combined into the Board's basic financial statements.

Accounting and Reporting Principles

The Board follows accounting principles generally accepted in the United States of America (GAAP), as applicable to governmental units. Accounting and financial reporting pronouncements are promulgated by the Governmental Accounting Standards Board. The following is a summary of the significant accounting policies used by the Board:

Report Presentation

Governmental accounting principles require that financial reports include two different perspectives - the government-wide perspective and the fund-based perspective. The General Fund column presents its activities on the modified accrual basis of accounting, as discussed above, which demonstrates accountability for how the current resources have been spent. The government-wide column is presented on the economic resources measurement focus and the full accrual basis of accounting in order to measure the cost of providing government services and the extent to which constituents have paid the full cost of government services.

On the full accrual basis of accounting, revenue is recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Fund Accounting

The Board accounts for its activities in one governmental fund. The General Fund is the primary operating fund and accounts for all financial resources used to provide services.

Basis of Accounting

The General Fund uses the current financial resources measurement focus and the modified accrual basis of accounting. This basis of accounting is intended to better demonstrate accountability for how the Board has spent its resources.

Expenditures are reported when the goods are received or the services are rendered. Capital outlays are reported as expenditures (rather than as capital assets) because they reduce the ability to spend resources in the future.

Revenue is not recognized until it is collected or collected soon enough after the end of the year that it is available to pay for obligations outstanding at the end of the year. For this purpose, the Board considers amounts collected within 60 days of year end to be available for recognition. Some franchise and PEG fee revenue may be collected after the period of availability; receivables have been recorded for these, along with a deferred inflow.

June 30, 2022**Note 1 - Significant Accounting Policies (Continued)*****Specific Balances and Transactions*****Cash and Investments**

Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired. Investments are stated at fair value.

PEG Activity

The Board has established two channels, one for public and a second for government broadcast. The Birmingham Public School District operates a third educational channel. The three channels are commonly referred to as PEG channels. The public and governmental channels are administered by the Board, and the educational channel is administered by the Birmingham Public School District. In order to fund the administration of the public and governmental channels, the Board receives financial support in the form of PEG fees from its cable providers in the amount of 2-3 percent of the cable providers' gross revenue in each community. By state and federal law, these funds are restrictively dedicated for use on PEG-related projects. A portion of these PEG fees can be and is allocated to the Parties and Birmingham Public School District upon a grant request. The unused portion as of the end of the year has been classified as restricted fund balance/net position.

Capital Assets

Capital assets, which include equipment and vehicles, are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the Board as assets with an initial individual cost of more than \$500 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Capital assets are depreciated using the straight-line method over the following useful lives:

<u>Capital Asset Class</u>	<u>Depreciable Life</u>
Production van	5 to 20 years
Equipment	5 to 10 years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense/expenditure) until then. The Board had no deferred outflows of resources.

In addition to liabilities, the statement of net position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time. Unavailable revenue qualifies for reporting in this category and arises only under a modified accrual basis of accounting. Unavailable revenue is reported only on the General Fund balance sheet. The General Fund reports unavailable revenue from franchise and PEG fees. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Net Position Flow Assumption

The Board will sometimes fund outlays for PEG purposes from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Board's policy to consider PEG restricted net position to have been depleted before unrestricted net position is applied.

June 30, 2022**Note 1 - Significant Accounting Policies (Continued)****Fund Balance Flow Assumptions**

The Board will sometimes fund outlays for PEG purposes from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Board's policy to consider PEG restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Furthermore, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of the General Fund is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Board itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Board's highest level of decision-making authority. The board members are the highest level of decision-making authority for the Board that can, by passing a resolution prior to the end of the fiscal year, commit fund balance. Once passed, the limitation imposed by the resolution remains in place until a similar action is taken (the passing of another resolution) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The board members may also assign fund balance as they do when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally exist only temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

The Board has also adopted the following fund balance policies:

Franchise Fees

In any given year, the policy is to administratively grant back to the communities 95 percent of the previous year's audited franchise fee revenue in excess of board expenditures.

PEG Fees

The Board should carry a PEG fund balance equal to 0.75 times accumulated net depreciation of its capital assets, plus an amount equal to one-half of a three-year running average of PEG grants plus three months of Bloomfield Community Television and programming expense.

Grants

In addition to its two-channel (public and governmental) programming, the Board allocates PEG fees to the member communities (or their affiliated entities) or Birmingham Public School District upon a grant request. These grants are reported in the financial statements as operating grants. Unused franchise fees collected by the Board are returned to the Parties annually on a pro rata basis in accordance with the Board's franchise fee fund balance policy. The return of unused franchise fees is reported in the financial statements as administrative grants.

June 30, 2022

Note 1 - Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

Note 2 - Deposits and Investments

Michigan Compiled Laws Section 129.91 (Public Act 20 of 1943, as amended) authorizes local governmental units to make deposits and invest in the accounts of federally insured banks, credit unions, and savings and loan associations that have offices in Michigan. The law also allows investments outside the state of Michigan when fully insured. The local unit is allowed to invest in bonds, securities, and other direct obligations of the United States or any agency or instrumentality of the United States; repurchase agreements; bankers' acceptances of United States banks; commercial paper rated within the two highest classifications that matures no more than 270 days after the date of purchase; obligations of the State of Michigan or its political subdivisions that are rated as investment grade; and mutual funds composed of investment vehicles that are legal for direct investment by local units of government in Michigan.

The Board has designated a broker-dealer and one credit union for the deposit of its funds. The investment policy adopted by the Board in accordance with Public Act 196 of 1997 has authorized investment in bonds and securities of the United States government and bank accounts and CDs but not the remainder of state statutory authority, as listed above. The Board's deposits and investments are in accordance with statutory authority.

The Board's cash and investments are subject to several types of risk, which are examined in more detail below:

Custodial Credit Risk of Bank Deposits

Custodial credit risk is the risk that, in the event of a credit union or counterparty failure, the Board's deposits may not be returned to it. The Board does have an investment policy that addresses custodial credit risk. At year end, the Board had no uninsured or uncollateralized deposits.

Interest Rate Risk

Interest rate risk is the risk that the value of investments will decrease as a result of a rise in interest rates. The Board's investment policy requires structuring the maturities of the portfolio to meet cash requirements, investing in short-term securities of investment pools, and purchasing securities with the intent to hold to maturity.

At year end, the Board had the following investments and maturities:

Investment	Fair Value	Less Than 1 Year	1-5 Years
Negotiable certificates of deposit	\$ 316,299	\$ 97,419	\$ 218,880
Federal Home Loan Bank bonds	468,035	-	468,035
U.S. Treasury securities	177,206	58,085	119,121

June 30, 2022

Note 2 - Deposits and Investments (Continued)

Credit Risk

State law limits investments in commercial paper to the top two ratings issued by nationally recognized statistical rating organizations. The Board's investment policy does not further limit its investment choices. As of June 30, 2022, the credit quality ratings of debt securities (other than the U.S. government) are as follows:

Investment	Carrying Value	Rating	Rating Organization
Negotiable certificates of deposit	\$ 316,299	N/A	Not rated
Federal Home Loan Bank bonds	468,035	AAA	Moody's

Concentration of Credit Risk

The Board's investment policy minimizes concentration of credit risk by placing a limit on the amount it may invest in any one issuer, the maximum being limited to available FDIC insurance. More than 5 percent of the Board's investments are in negotiable certificates of deposit; these investments are approximately 33 percent of the Board's total investments. While the Board does have certain issuers that are more than 5 percent of the Board's investments, no one issuer is over the FDIC insurance limit.

Note 3 - Fair Value Measurements

The Board categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs, and Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy.

In instances where inputs used to measure fair value fall into different levels in the fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Board's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset.

The Board has the following recurring fair value measurements as of June 30, 2022:

- Negotiable certificates of deposit, U.S. Treasury securities, and Federal Home Loan Bank bonds of \$316,299, \$177,206, and \$468,035, respectively, are valued using a matrix pricing model (Level 2 inputs).

The Board did not have any investments valued with Level 1 or 3 inputs at June 30, 2022.

Note 4 - Amount on Deposit at the Village of Beverly Hills, Michigan

Franchise fees and PEG fees collected by the Parties are remitted to the Village of Beverly Hills, Michigan. The Village of Beverly Hills, Michigan uses the franchise fees to pay for certain of the Board's monthly expenditures and periodically remits the balance to the Board.

June 30, 2022

Note 5 - Capital Assets

Capital asset activity of the Board's governmental activities was as follows:

	Balance July 1, 2021	Additions	Disposals and Adjustments	Balance June 30, 2022
Capital assets being depreciated:				
Equipment	\$ 175,973	\$ 38,024	\$ -	\$ 213,997
Production van	977,990	-	-	977,990
Subtotal	1,153,963	38,024	-	1,191,987
Accumulated depreciation:				
Equipment	129,547	6,429	-	135,976
Production van	845,536	19,007	-	864,543
Subtotal	975,083	25,436	-	1,000,519
Net capital assets	\$ 178,880	\$ 12,588	\$ -	\$ 191,468

Note 6 - Risk Management

The Board is exposed to various risks of loss related to property loss, torts, errors and omissions, and employee injuries (workers' compensation). The Board has purchased commercial insurance for claims relating to general liability and property. Settled claims relating to the commercial insurance have not exceeded the amount of insurance coverage in any of the past three fiscal years.

Note 7 - Reconciliation of General Fund Column to the Statement of Net Position/Statement of Activities

Net position reported in the statement of net position column is different than the fund balance reported in the General Fund column because of the different measurement focus and basis of accounting, as discussed in Note 1. Below is a reconciliation of the differences:

Fund Balance Reported in General Fund	\$ 1,409,086
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and are not reported in the General Fund	191,468
Receivables that are collected after year end, such that they are not available to pay bills outstanding as of year end, are not recognized in the General Fund	177,354
Net Position of Governmental Activities	\$ 1,777,908

June 30, 2022**Note 7 - Reconciliation of General Fund Column to the Statement of Net Position/Statement of Activities (Continued)**

The change in net position reported in the statement of activities column is different than the change in fund balance reported in the General Fund column because of the different measurement focus and basis of accounting, as discussed in Note 1. Below is a reconciliation of the differences:

Net Change in Fund Balance Reported in General Fund	\$ (220,318)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the statement of activities, these costs are allocated over their estimated useful lives as depreciation:	
Capital outlay	38,024
Depreciation expense	(25,436)
Revenue is recorded in the statement of activities when earned; it is not reported in the General Fund until collected or collectible within 60 days of year end	<u>154,024</u>
Change in Net Position of Governmental Activities	<u><u>\$ (53,706)</u></u>

Required Supplemental Information

Birmingham Area Cable Board

Required Supplemental Information Budgetary Comparison Schedule - General Fund

Year Ended June 30, 2022

	Original Budget	Amended Budget	Actual	Over (Under) Final Budget
Revenue				
Franchise fees:				
Birmingham, Michigan	\$ 157,225	\$ 157,225	\$ 157,857	\$ 632
Beverly Hills, Michigan	43,320	43,320	80,408	37,088
Franklin Village, Michigan	17,005	17,005	-	(17,005)
Bingham Farms, Michigan	7,600	7,600	21,031	13,431
PEG fees	396,125	396,125	261,914	(134,211)
Investment income (loss)	7,125	7,125	(43,253)	(50,378)
Total revenue	628,400	628,400	477,957	(150,443)
Expenditures				
PEG operations:				
Cable contractor	245,800	262,350	262,350	-
Communications expense	2,200	4,843	5,766	923
Grants	84,800	84,800	459	(84,341)
Production truck	10,000	10,000	590	(9,410)
Program expense	40,000	40,000	10,000	(30,000)
Equipment	20,000	35,000	40,103	5,103
Production crew uniforms	450	450	-	(450)
Board expenditures:				
Administrative grants	96,390	299,962	299,962	-
Conferences	900	900	679	(221)
Contract labor	1,500	1,500	763	(737)
Executive director	40,000	40,000	39,862	(138)
Liability insurance	3,000	3,000	2,795	(205)
Memberships	1,500	1,500	1,000	(500)
Operating expense	10,860	11,010	7,417	(3,593)
Professional fees	39,900	42,125	23,580	(18,545)
Advertising/Promotion	500	500	250	(250)
Municipal support services	30,600	30,600	2,699	(27,901)
Total expenditures	628,400	868,540	698,275	(170,265)
Excess of Expenditures Over Revenue	-	(240,140)	(220,318)	19,822
Fund Balance - Beginning of year	1,629,404	1,629,404	1,629,404	-
Fund Balance - End of year	<u>\$ 1,629,404</u>	<u>\$ 1,389,264</u>	<u>\$ 1,409,086</u>	<u>\$ 19,822</u>

Birmingham Area Cable Board

Note to Required Supplemental Information

June 30, 2022

Budgetary Information

The annual budget is prepared by the executive director and adopted by the Board on a line-item basis; subsequent amendments are approved by the Board. The individual line items in the adopted budget are the legal level of budgetary control. Unexpended appropriations lapse at year end; encumbrances are not included as expenditures. The amount of encumbrances outstanding at June 30, 2022 has not been calculated.

The budget has been prepared in accordance with accounting principles generally accepted in the United States of America.

Excess of Expenditures Over Appropriations in Budgeted Funds

During the year, Birmingham Area Cable Board incurred expenditures that were in excess of the amounts budgeted as follows:

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Communications expense	\$ 4,843	\$ 5,766	\$ (923)
Equipment	35,000	40,103	(5,103)

The variances were due to additional costs for streaming channels and additional equipment purchase.

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**BY-LAWS OF THE
BIRMINGHAM AREA CABLE BOARD**

1. **Establishment.** The Authority has been established by a certain Agreement between and among certain political subdivisions of the State of Michigan entitled Agreement, as amended and restated (the "Agreement"). The rights, privileges, powers, purposes, duties and responsibilities of the Board, and the limitations thereon shall, at all times, be subject to the terms and provisions of the Agreement and applicable ordinances.
2. **Official Name.** The official name of the Board shall be "Birmingham Area Cable Board". The Board may be designated, both formally and informally, by the acronym "BACB".
3. **Purposes and Duties of the Birmingham Area Cable Board.** The purposes and duties of the Birmingham Area Cable Board are those which are designated in the Intergovernmental Agreement as is amended and restated from time to time as well as the common provisions of the Cable Communications/Consumer Protection ordinances of the member communities.
4. **Members.** "Members" shall be defined as the municipal parties to the Agreement. Members of the Board shall consist of and be limited to the municipal parties to the Agreement as such parties may exist from time to time.

5. Representatives. "Representatives" shall be defined as the duly appointed representative and alternate representative of the Member. Each Member shall be represented by its appointed representatives and alternate representative, if authorized by the Member's ordinance. In the absence of the representative, the alternate representative shall be entitled to cast the vote for the member such alternate represents. All representatives shall serve without compensation. No person having any ownership or financial interest, direct or indirect, greater than a 1% ownership interest in any cable communications company shall be eligible to be a representative or alternate representative.

6. Ex Officio Representatives. The Birmingham Public Schools, the Baldwin Public Library, and each of the Board's member communities may appoint an Ex Officio representative to the Birmingham Area Cable Board. The Ex Officio representatives may participate in all Board discussions, but shall not have a vote.

7. Regular Meetings. All regular and special meetings shall comply with the requirements of P.A. 267 of 1976, as amended ("Open Meetings Act"). Regular meetings shall be held monthly or at such other regular periodic intervals as may be established by the Birmingham Area Cable Board from time to time by formal resolution.

8. Special Meetings. Special meetings may be called by the Chairperson of the Board or by any representatives of the Birmingham Area Cable Board pursuant to notice as required under the Open Meetings Act. The notice shall specify the purpose for which the meeting has been called.

9. Rules of Order. Meetings of the Board shall be conducted in accordance with Roberts Rules of Order, newly Revised; provided, however, such rules may be waived by unanimous consent of all representatives present at the meeting at which a motion to waive is introduced.

10. Quorum. A quorum of representatives shall consist of seven (7) representatives. Except as otherwise provided in Section 19 of these by-laws, the votes capable of being cast by a quorum shall be necessary and sufficient for the Authority to pass motions, adopt resolutions, or take any other action within its powers.

11. Voting. The Board shall be governed by a thirteen (13) person representative body, as provided by the Intergovernmental Agreement and the ordinances of the member communities; seven (7) representatives shall be appointed by the City of Birmingham; four (4) representatives shall be appointed by the Village of Beverly Hills, one (1) representative shall be appointed by the Village of Franklin; and one (1) representative shall be appointed by the Village of Bingham Farms. Each representative of the Board shall have one (1) vote.

12. Agenda and Meeting. There shall be an agenda for each regular meeting, and minutes shall be kept of each regular and special meeting of the Board. Copies of such minutes shall be distributed to each Member and representative with the agenda packet for the next scheduled meeting.

13. Annual Periods. The fiscal year and all other annual periods of the Board referred to herein shall end on June 30th of each year.

14. **Officers.** The officers of the Board shall consist of a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. Any person may occupy any two of such offices except the offices of Chairperson and Vice Chairperson. Such officers shall be elected from among the representatives. Such election shall be by open ballot. Elections for officers shall be held on the first meeting of the Board held after the expiration of each fiscal year. All officers of the Board shall serve without compensation and for a period commencing with their election and terminating the election of their respective successors. In the event of a vacancy in any office, such vacancy shall be filled promptly by an election to be held at the next regular meeting, or an earlier special meeting.

15. **Duties of Officers.** The Chairperson of the Board shall preside at all meetings of the Board and shall approve the agenda for all regular meetings of the Board as initially prepared by the Secretary. The Chairperson shall have the sole authority to execute documents or instruments, approved by the Board, on the Board's behalf and to sign correspondence on behalf of the Board. The Vice Chairperson shall assume and perform all duties of the Chairperson in case of the Chairperson's absence or other inability to perform such duties. The Secretary shall keep, or cause the keeping, of all minutes of the Board's meetings and shall prepare the agenda for all regular meetings of the Board subject to the Chairperson's right to amend such agenda. The Secretary shall also maintain and safekeep, or provide for the maintenance and safekeeping of all of the Board's official papers, documents, instruments and records. The Treasurer shall have custody and keep account of all funds of the Board and render such accounts as the Board

may require of him. He shall deposit all funds of the Board in such bank or banks as the Board may designate, pay out money as the affairs of the Board may require, and properly invest so far as practicable, all funds received by the Board. The Board shall have the power, by resolution, to provide by what officers, if any, all bills, checks, vouchers, or other instruments shall be countersigned. All officers shall perform, in addition, such other duties as may be delegated to them or to any of them by the Board. The Board may secure the fidelity of any or all of such officers by bond or otherwise. The duties of the Secretary and Treasurer may be delegated by them, or either of them, to any Executive Director of the BACB or any other person or persons constituting an administrative staff, but all action taken pursuant to any such delegation shall be subject to the approval of the Secretary or Treasurer, as the case may be.

16. **Committees.** The Board may appoint by resolution such standing committees, special committees and task forces as the Board may from time to time deem necessary or appropriate.

17. **Integrity of Board Action.** Pursuant to Article VIII of the Agreement, the Board shall take action with respect to any proposal, application or other request of a franchisee solely on the basis of merit as revealed and reflected by the public record. All contacts with a franchisee's representatives shall be subject to and shall take account of the foregoing obligation.

18. **Financial Interest of Representatives.** Any representative or alternate representative to the Board who has a personal or financial interest in any matter

presented to the Board, shall disclose such interest to the Board and thereafter shall not participate, except to respond to questions from Board representatives, in any deliberation regarding that matter and shall abstain from voting thereon.

19. Representatives' Prohibition. No representative, alternate representative, employee, or agent of the Board shall apply for, or have any interest in any entity which applies for, any non-governmental grant or similar benefaction to be awarded by the Board.

20. Amendments. These by-laws may only be amended by a majority of the maximum number of votes capable of being cast by the representatives of all of the Board members.

Bloomfield Community Television

ACCESS POLICIES & PROCEDURES



4200 Telegraph Road
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Bloomfield Hills MI 48303-0489

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Adopted May 2002
Revised February 2003
Revised March 2008
Revised May 2010
Revised March 2011
Revised June 2012
Revised May 2016
Revised May 2018
Revised August 2018

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1.0 Overview

1.1 Introduction

Bloomfield Community Television (BCTV) was established by the Charter Township of Bloomfield in 1983 to provide its residents and others active in community life access to local television. BCTV provides programming to Bloomfield Township and Bloomfield Hills according to its original franchise obligation, and to Birmingham, Beverly Hills, Franklin and Bingham Farms by contract with the Birmingham Area Cable Board (BACB).

1.2 Mission

The mission of BCTV is to facilitate the production and cablecast of television programs which reflect the interests and activities of the community and inform and enrich the lives of the people in our viewing area.

1.3 Definitions and Acronyms

- BCTV: Bloomfield Community Television,
- BACB: Birmingham Area Cable Board,
- BAMA: Birmingham Area Municipal Access
- BAPA: Birmingham Area Public Access
- PEG: Public, Educational and Government Access Television,
- PDC: Program Development Committee,
- FCC: Federal Communications Commission,
- CAB: Cable Advisory Board,
- CG: Character Generator,
- Series: more than one program under one project
- VOD: Video on Demand

1.4 Cable Providers

- Comcast (offered as Xfinity)
- AT&T (offered as Uverse)
- Wide Open West (WOW)

2.0 Administration

2.1 Channel Operation

Programs produced by BCTV may be seen on Comcast Channel 15 and AT&T U-verse Channel 99 in Bloomfield Township and Bloomfield Hills and Comcast Channels 18 and 15, WOW Channels 18 and 10, and AT&T U-verse Channel 99 in Birmingham, Beverly Hills, Bingham Farms and Franklin. The BACB's Birmingham Area Municipal Access (BAMA) airs on Comcast channel 15 and WOW channel 10. The BACB's Birmingham Area Public Access (BAPA) airs on Comcast channel 18

and WOW channel 18 All municipal and public access shows air on AT&T Channel 99.

2.2 Financial Support

BCTV's operations are funded by franchise fees and public benefit monies paid by the cable operator under terms specified in Bloomfield Township's Cable Franchises and Bloomfield Township's Code of Ordinances, Chapter 34, Article II.

2.3 Bloomfield Township Board of Trustees

Bloomfield Township's Board of Trustees grants to residents of Bloomfield Township and Bloomfield Hills the privilege of using the Township channel for programs that benefit the community. The Board charges the BCTV staff, the Program Development Committee and the Cable Access Board the authority to implement appropriate programming.

2.4 Cable Access Board

The Cable Access Board (CAB) is an advisory commission consisting of members acting under the jurisdiction of the Bloomfield Township Board of Trustees and the City of Bloomfield Hills. Its function is to manage, allocate and review the use of the public benefit resources provided by the cable operator and to recommend to the Township and the City appropriate regulatory actions that may improve the public benefits potential of the cable system. It meets as necessary throughout the year. The BACB appoints a representative to attend all meetings of the CAB.

2.5 Program Development Committee

The Program Development Committee (PDC) is an advisory committee consisting of residents of Bloomfield Township, Bloomfield Hills and a designee of the BACB. Its function is to review all program proposals for BCTV and the BACB with regard to their eligibility, the soundness of their concept, the practicality of their format and their demands on the resources of BCTV. It is the PDC's responsibility to work with each potential producer to develop programs of the highest technical and conceptual standards using the available resources.

2.6 Birmingham Area Cable Board

In January 2001, BCTV entered into a contractual agreement with the Birmingham Area Cable Board (BACB) to provide public and municipal and library access programming. BCTV is responsible for the day-to-day operations of this programming; all policies governing the two BACB channels are determined by the BACB.

2.7. Bloomfield Community Television (BCTV) Staff

BCTV staff members are employees of Bloomfield Township and work under the conditions set forth in the Bloomfield Township Employee Handbook. They carry out the production needs of BCTV and the duties agreed to in the contract between BCTV and the BACB.

3.0 Channel Identity and Content

3.1 BCTV: Community Access

Bloomfield Township's Channel BCTV is a government access channel governed by the Township's Board of Trustees. The Board of Trustees invites people active in community life to produce television shows that provide useful, enriching and entertaining information and programming to residents of Bloomfield Township and surrounding communities. The Trustees grant the Cable Access Board (CAB) authority to allocate resources and the Program Development Committee (PDC) the authority to set standards for programs.

3.2 BAMA: Municipal and Library Access

The BACB's Municipal and Library Television Channel (BAMA) is for the use of the communities represented by the Birmingham Area Cable Board. As per contract outlined in 2.6, public meetings, events and programs sponsored by the municipal governments and libraries are shown on this channel.

3.3 BAPA: Public Access

The BACB's Public Access Channel (BAPA) is a public access channel for Birmingham, Beverly Hills, Bingham Farms and Franklin. Residents of those communities may use the channel as a forum for free speech and express a diversity of viewpoints as outlined in the 1984 Federal Cable Act. The channel may also air the programs produced for the BCTV viewing community.

3.4 Program Placement

The channels BCTV and BAPA cablecast many of the same programs; therefore, a producer who is a resident of a community in one franchise area may, but is not entitled to, have his or her program also aired on the channel of the other communities. This dual privilege is granted for each channel by either the BACB or the CAB for their communities respectively.

3.5 Program Review

All shows are subject to review after three months and annually thereafter to confirm they adhere to BCTV and BACB standards and policies. Shows not in compliance are subject to cancellation.

4.0 Production Roles and Responsibilities

4.1 Staff

BCTV staff members are paid employees of Bloomfield Township and work under the conditions set forth in the Bloomfield Township Employee Handbook. They carry out the production needs of BCTV and the duties agreed to in the contract between BCTV and the BACB. They are responsible for all production aspects, including but not limited to:

- working cooperatively with producers, volunteers and community partners;
- providing all technical & production expertise for programming;
- training all community producers and volunteers;
- purchasing, maintaining and repairing equipment
- obtaining production crew;
- editing and post production;
- scheduling production in cooperation with producer;
- scheduling program broadcasts;
- operating channel playback.
- publicizing schedule of programs
- providing producer dubs

4.2 Producer

The producer is a community, municipal, library or public access user who creates, plans, writes, and makes necessary arrangements, appointments and reservations for a program. The producer must meet eligibility requirements, as set forth in section 6.0, and also must attend a Volunteer Workshop. There should be one producer per program, and that producer is the ultimate contact person/authority, on questions or concerns regarding the program. The producer is ultimately responsible for:

- All program content;
- Copyright approvals and FCC law;
- Creating and purchasing the set and having it approved by staff before booking production time;
- Scheduling pre-production meetings at times that are mutually convenient with BCTV staff;
- Scheduling the studio or other locations at times that are mutually convenient with BCTV staff;
- Making all arrangements for production locations, including confirming sufficient power and power outlets for equipment and determining audio needs;
- Contacting and scheduling all hosts and guests who appear on a program, and securing signed, accurate standard release forms;
- Confirming and submitting accurate CG information prior to a shoot;
- Requesting producer DUBs

It is the responsibility of the producer to contact BCTV staff to cancel a shoot. The producer must make all reasonable efforts to cancel 24 hours before a scheduled production.

A producer may schedule up to two tentative shoot dates per series at one time, which will be noted on the studio calendar. A tentative reservation will remain on the calendar for no longer than two weeks. After the two week time limit has ended the date must be confirmed by the producer. If it is not confirmed it will be removed from the calendar and the time slot freed up for other producers.

4.3 Endorser

An endorser is a person who meets the eligibility/residency requirements as set forth in Section 6.0, who chooses to preview, sign and sponsor a program for playback for residents and/or organizations outside the BCTV municipalities.

4.4 Community Access Volunteer

BCTV volunteers are required to attend a BCTV Volunteer Workshop prior to using BCTV equipment. Volunteers are not responsible for the programs on which they crew; volunteers are responsible for the following:

- Using the equipment in a professional manner, as to not damage or misuse the equipment in any way;
- Signing up or contacting BCTV staff to volunteer crew productions;
- Adhering to accepted policies & procedures and rules of conduct.

5.0 Program Development Process

Prospective producers must attend a Volunteer Workshop before submitting a Program Proposal. They must also read the Policies and Procedures and sign the form acknowledging they have done so. The Program Development Committee will meet as needed (when Program Proposals are submitted) to consider proposals. Once a proposal has been approved and assigned to a staff member, the producer must produce a show within six months. If a program does not begin production within six months, or if a show begins production but then ceases production activities for six months or more, a new Program Proposal must be submitted to the Program Development Committee and the prospective producer must go through the process again.

Before anyone can go on to produce a program he or she must work as a volunteer camera operator on three separate dates. In most cases a series will not begin to air until the producer has produced at least four shows.

Current producers who do not produce a new show for a period of six months or more must present a new Program Proposal to the Program Development Committee in order to resume production.

6.0 Eligibility/Residency Requirements

All producers and endorsers must meet one of the following eligibility requirements in order to use the resources of BCTV or the BACB. The person must be 18 years of age or older to be eligible to use access facilities, equipment and channels. Those persons under age 18 may qualify for certain community access services by having a parent or legal guardian accept full legal and financial responsibility for the actions of the minor by signing a waiver (see section 6.3 for complete policy regarding minors).

The communities for each channel are:

BCTV: Comcast Channel 15 and AT&T Channel 99 in Bloomfield Township and Bloomfield Hills

BAMA: Comcast Channel 15, WOW Channel 10 and AT&T Channel 99 in City of Birmingham, Village of Beverly Hills, Village of Franklin, and Village of Bingham Farms

BAPA: Comcast Channel 18, WOW Channel 18 and AT&T Channel 99 in City of Birmingham, Village of Beverly Hills, Village of Franklin, and Village of Bingham Farms.

6.1 Residency

Residency in one of the municipalities served by BCTV, which are Bloomfield Township and Bloomfield Hills, or the BACB, which are Birmingham, Beverly Hills, Bingham Farms and Franklin, as long as the BACB contract is in effect, must be proven by a driver's license and/or a current utility bill which clearly shows the name and address of the person requesting to produce a program. A copy of proof of residency document will be made at the time the program proposal is submitted and kept in the program file. The person providing the document may designate any information on it other than their name and address as information of a personal nature, the public disclosure of which will be considered to be a clearly unwarranted invasion of that individual's privacy.

6.2 Non-profit Organizations

A nonprofit 501(c) 3 organization serving Bloomfield Township, Bloomfield Hills, Birmingham, Beverly Hills, Franklin and/or Bingham Farms may produce a public or community access program. It must register its proof of nonprofit status with BCTV and shall designate one member of the organization to be responsible for all producer responsibilities. This producer is not required to meet the usual eligibility requirements as defined in section 6.1.

6.3 Bloomfield Township Policy for Bloomfield Community Television Regarding Minors Involved in Television Productions

Youth and teenagers between the ages of 12 and 17 are welcome at Bloomfield Community Television (BCTV) as production volunteers. For their safety, the following rules apply:

- A parent or guardian must attend the initial volunteer workshop with the prospective volunteer.
- Youth between the ages of 12 and 15, inclusive, must be accompanied and supervised at all times by a parent or legal guardian during all studio and on-location productions.

Occasionally, BCTV produces programs that involve children as on-air talent. For their safety, the following rules apply:

- A parent or guardian must sign a standard release form, giving BCTV permission to include the child in each program in which the child will appear.
- Children and youth up to age 15, inclusive, must be accompanied and supervised by a parent or guardian at all times.

7.0 Programming Definitions and Restrictions

BCTV program content regulations are pursuant to the Communications Act governed by the Federal Communications Commission (FCC).

7.1 Obscene Broadcasts Are Prohibited at All Times

Obscene speech is not protected by the First Amendment and cannot be broadcast at any time. To be obscene, material must meet a three-prong test:

- An average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- The material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
- The material, taken as a whole, must lack serious literary, artistic, political, or scientific value.

7.2 Indecent Broadcast Restrictions

The FCC has defined broadcast indecency as "language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community broadcast standards for the broadcast medium, sexual or excretory organs or activities." Indecent programming contains patently offensive sexual or excretory references that do not rise to the level of obscenity. As such, the courts have held that indecent material is protected by the First Amendment and cannot be banned entirely.

It may, however, be restricted in order to avoid broadcast during times of the day when there is a reasonable risk that children may be in the audience.

Consistent with a federal statute and federal court decisions interpreting the indecency statute, the Commission adopted a rule pursuant to which broadcasts -- both on television and radio -- that fit within the indecency definition and that are aired between 6:00 a.m. and 10:00 p.m. are subject to indecency enforcement action.

The Bloomfield Township Board of Trustees reserves the right not to air a program on BCTV between 10:00 PM – 6:00 AM based upon its expressed community broadcast standards concerning indecency.

7.3 Profane Broadcast Restrictions

The FCC has defined profanity as including language that “denote[s] certain of those personally reviling epithets naturally tending to provoke violent resentment or denoting language so grossly offensive to members of the public who actually hear it as to amount to a nuisance.”

Like indecency, profane speech is prohibited on broadcast radio and television between the hours of 6 a.m. to 10 p.m.

The Bloomfield Township Board of Trustees reserves the right to not air a program between 10:00 PM – 6:00 AM based upon its expressed community broadcast standards regarding profanity.

7.4 Slander

The speaking of false and malicious words concerning another whereby injury results to his or her reputation. Slander is prohibited at all times.

7.5 Libel

A false and unprivileged publication in print, writing, pictures or signs of defamatory material. Libel is prohibited at all times.

7.6 Defamation

The unprivileged publication of false statements which result in injury to another (injure reputation, diminish the esteem, respect, goodwill or confidence, or to excite adverse, derogatory or unpleasant feelings or opinions against another). Defamation is prohibited at all times.

7.7 Candidate and Political Programming

PEG Access Channels are not legally obligated to adhere to the FCC “equal opportunity” rule or the Fairness doctrine. These rules state that a channel that airs one candidate or controversial issue on its channel, that the opponent or opposing view must get equal opportunity to air time.

8.0 Underwriter and Sponsor Guidelines

8.1 Underwriting

Underwriting (the exchange of goods, service and/or money) is allowed only for the support/improvement of a production. (For example, a business may provide financial assistance, materials, equipment, location, artist fees, or other forms of in-kind support.) Underwriting is not allowed for the personal gain of the producer, crew or sponsor or for the payment of labor and time.

8.2 Recognition of Contributors

Contributors may be recognized in the programs credits under the following conditions:

- A listing of the type of product or service provided by the contributor;
- One credit cannot be longer than 10 seconds;
- The credit may be given once before and once after the program;
- The credit cannot be within the content of the program;
- An official slogan or jingle may be used as long as it is used elsewhere in their ordinary course of business. For example: "Flowers for the set were supplied by Flowers Forever, Inc...bringing joy through flowers to Oakland County."

BCTV and/or any contractual clients accept no liability for any disputes arising from underwriting contracts.

8.3 Prohibitions

The following is prohibited from any show produced for, with or by BCTV:

- Commercial (solicitation of goods and/or services) content in any access program;
- Advertising by or on behalf of a political candidate;
- Soliciting for money;
- Lottery information;
- "Call to action" statements (e.g., "call us at ..." or "ask about our new line of products...")
- Inducements to buy, sell, rent or lease;
- Specific pricing information;
- Use of 1-800 and 1-888 (and similar) telephone numbers;
- Use of websites with direct links to purchase.

9.0 Producers and Volunteers Workshop Curriculum

Everyone who wishes to become involved in access programming in any capacity must attend at least one workshop, and subsequent workshops, depending upon level of desired involvement. The Introductory workshop will be held at times mutually agreed upon by staff and prospective producer/volunteer. Other production workshops will be provided following the introductory workshop at BCTV staff discretion.

A person with prior experience in television production or with other television production qualifications may be able to bypass some of the production workshops at the discretion of the BCTV staff. A test will be administered to determine if the person qualifies to “test out” of the workshops.

Below is a summary of the course outline; each session and/or series may vary slightly depending upon class composition and BCTV staff.

9.1 Introduction to BCTV – Prereq: None

1 two-hour workshop

- Orientation to BCTV's history, policies and procedures, and role in community;
- Basic camera operations

If a person is not interested in producing his or her own program but wants to actively volunteer, this one workshop will be sufficient preparation and he or she may continue to volunteer for production crews as a camera operator only. If the volunteer wishes to learn additional skills, he or she should sign up for additional workshops at a later time.

9.2 Production Van Volunteer Workshop – Prereq: Intro to BCTV

1 two-hour workshop

This workshop is for the person who wants to volunteer as a crew member on BCTV and BAPA productions. It will cover set-up and strike down of equipment as well as advanced camera operations.

9.3 Community Access Production 101 –Pre-requisite: Introduction to BCTV and crew on three productions.

2 two-hour workshops

This class is for the person who wants to work with BCTV staff to have a program produced at the BCTV studio. It will consist of two workshops. Upon completion, the potential producer will be able to schedule the pre-production of his or her own show. Topics addressed will be:

- Program Format
- Intro to Scriptwriting

- Importance of Sets/ Locations
- Underwriting Policies

At the discretion of staff this material may be covered during the program development process.

10.0 Access Policies

It is the responsibility of every producer and volunteer to know and understand all applicable policies and procedures. BCTV reserves the right to change, modify or alter policies and/or procedures at any time without notification.

For a full description of the roles and responsibilities of staff, producers and volunteers, and for eligibility requirements, please see Section 4.0 – 5.0 of this document.

BCTV resources may be used only for productions intended for cablecast on BCTV, BAMA and BAPA.

If a producer derives income from any program produced with BCTV equipment, vehicles, staff and/or facilities, he or she must notify the BCTV General Manager and share 20% of the gross income with Bloomfield Township.

BCTV and BACB assume no responsibility for the actions of any producer or volunteer and shall be indemnified and held harmless for any claims or damages resulting from a producer or volunteer's actions while working on a production.

Volunteer producers and crew may not represent themselves as an employee of, representative of, or a paid producer for the BACB or BCTV or any cable provider.

Producers must secure all releases for use of copyright music in any production submitted for playback. BCTV reserves the right to request an original signed release to keep on file. Programs with copyright music without written consent will not be broadcast on any channels under BCTV jurisdiction.

11.0 Rules of Conduct for Producers and Volunteers

1. The access user shall not engage in activities that violate federal, state or local laws and ordinances.
2. The access user is expected to be courteous and respectful to staff and other access users at all times.
3. No alcoholic beverages, marijuana or illegal drugs are allowed on any community, municipal or library access premises.
4. Anyone suspected to be under the influence of alcohol or illegal drugs will not be allowed on any community, municipal, or library access premises.

5. No smoking is allowed while working on any community, municipal or library access production.
6. No food or beverage is allowed in any studio, control room, edit suite, production vehicle or other places designated off-limits for these activities. An exception will be made for food or beverage used as part of the content of a program.
7. No producer, crew, talent or guest may use offices, storage areas, closets, office equipment, phones or supplies without permission from staff. Office equipment, phones and supplies are for business use only.

12.0 Dub and Playback Policy

12.1 Dub Policy

Anyone who would like to have a dub (duplicate tape/DVD) of a BCTV, BAMA or BAPA program must fill out and submit a dub request form.

Dub prices and media formats are detailed on the dub request form. Prices are based on format. Payment must be received before the dub is made; staff may make exceptions for regular producers. It may take up to five business days to process most dub requests. There is an additional charge for shipping and handling.

A producer may receive one dub of each of his (her) programs at no fee on DVD media format. As many programs as possible will be copied onto one DVD.

12.2 Playback Terms and Conditions

All persons submitting shows for playback on BCTV, BAPA and BAMA must fill out a Request for Program Playback and Statement of Compliance for each program. If the person submitting the show is not a resident of Bloomfield Township, Bloomfield Hills, Birmingham, Beverly Hills, Franklin or Bingham Farms, an Endorser is needed in order for the show to air. An Endorser must be a resident of BCTV participating municipalities; and must sponsor and sign the form (for all residents and/or organizations outside BCTV participating municipalities) in order for that program to air. Failure to do so will result in the program not airing. If the program is a series that will be submitted on a regular basis, then only one form needs to be submitted and renewed (resubmitted) on a quarterly basis.

BCTV staff reserves the right to refuse any tape or DVD that does not meet our standards of technical integrity, including but not limited to:

1. a minimum of 30 seconds of black video at the end of the program;
2. all tapes, DVDS and cases must be clearly labeled with the program name, producer and total running time.

12.3 BCTV Disclaimer

The station will carry the following disclaimer:

"Views and opinions expressed in this program do not necessarily reflect those of BCTV staff, the BACB and the municipalities BCTV represents. Therefore BCTV and the municipalities BCTV represents do not assume any liability for the programming content."

12.4 Video Format

BCTV can only accept the following formats: Digital file and DVD. Only one program per DVD is permitted.

12.5 Playback Producer/Endorser Responsibility

It is the presenter's responsibility to deliver their program to the studio and to pick it up when it is off the playback schedule. All DVDs not retrieved 30 (thirty) days after final scheduled playback may be discarded. It is the Producer/Presenter's responsibility to follow BCTV's program schedule to determine when to pick up the program. If the program is part of a series, and airs on a regular basis then it is the producer/presenter's responsibility to follow the schedule and coordinate program deliveries and retrievals. Failure to provide regular programming in a series may result in loss of a regular time slot.

13.0 Program Scheduling Policies

13.1 BCTV

Scheduling is done at the discretion of BCTV staff. Shows will play for a one-week period, and in some cases longer. Staff will make every effort to air programs of a live community event, or programs of a timely nature, the week after the event takes place.

13.2 Playback Priority

BCTV accepts all programming for BAPA on a first-come, first-serve, non-discriminatory basis. BCTV does not pre-screen or censor programs submitted for playback. However, BCTV does reserve the right to refuse any program that does not meet standards of technical integrity. Programs submitted for BCTV, BAPA and BAMA will be scheduled for playback based on the following priority:

1. Programs produced in joint copyright with BCTV have first priority on BCTV's playback schedule.
2. Second priority are programs produced by governmental entities, elected officials, or non profit organizations serving Bloomfield Township, Bloomfield Hills, or the communities represented by the BACB;
3. Programs produced elsewhere but submitted by residents of the above communities.

All programs submitted for playback must be accompanied by a completed Public Access Playback Request Form that will be reviewed quarterly to ensure fair and equitable playback; and to update program and residency information. Reasonable efforts will be made to provide a regular time slot, but this cannot be guaranteed.

13.3 BAMA

Scheduling is done by BCTV staff, following the wishes of the communities served by the BACB. Each municipality is given the same number (or as close as reasonably possible to the same number) of time slots, in total, for its public meetings. Each governmental unit will have its latest meeting play in its time slot until its subsequent meeting takes place.

Every effort is made to ensure that each program plays in a morning, an afternoon, and an evening slot each week, but this cannot be guaranteed. Programs of a live community event, or programs of a timely nature, will usually, but not always, depending on staff time commitments, play the week after the event takes place.

13.4 BAPA

The BAPA playback schedule is often, but does not have to be, the same as the BCTV schedule. It follows the same ranking of priorities, with the substitution of BACB area residents respectively instead of Bloomfield Township and Bloomfield Hills residents and governmental bodies.

13.5 Guaranteed Times

Each regular series produced at BCTV will be assigned presentation times at the discretion of BCTV. These times will be retained for that series as long as the producer continues to produce new shows. If no new shows are produced in a three-month period, these guaranteed times may be lost and the series will, in most cases, no longer be aired until four new shows are produced. At that time the series will once again receive two guaranteed time slots, although they will not necessarily be the same as the original guaranteed times. BCTV staff reserves the right to periodically review and re-assign guaranteed times.

13.6 Video on Demand

After a show airs on BCTV we will make every effort to put the show on the website. Once a show airs on BCTV it will remain on for a minimum of one week.

14.0 Community Bulletin Board

The following policies apply to BCTV, BAMA and BAPA Bulletin Boards.

- All submissions for the Bulletin Boards may be edited at the discretion of BCTV staff for space and for clarity.
- If the notice is intended to publicize a public or nonprofit event, it must be submitted at least two weeks before the event.

- Notices must not have any commercial content. They cannot be used for personal or corporate benefit.
- Notices cannot publicize a fundraising raffle or lottery.

You may email, fax or mail a Bulletin Board Request – contact numbers and addresses are listed below.



BLOOMFIELD COMMUNITY TELEVISION

4200 TELEGRAPH ROAD

PO BOX 489

BLOOMFIELD HILLS, MI 48303-0489

PHONE 248.433.7790

FAX 248.642.7624

EMAIL cable_dept@bloomfieldtwp.org

www.bloomfieldtwp.org

CONTACTS

General Manager: Greg Kowalski

Operations Manager: Steve Rota

Studio Coordinator: David Sommerfeld

Production Specialist: Greg Black

Office Manager: Jo Marengere

Birmingham Area Cable Board
Proposed Budget
Year Ended June 30, 2023

	Current Budget	Proposed Budget
	Year Ended June 30, 2022	Year Ended June 30, 2023
Franchise Fee Income:		
Beverly Hills Franchise Fee	43,320	60,000
Bingham Farms Franchise Fee	7,600	12,626
Birmingham Franchise Fee	157,225	158,374
Franklin Franchise Fee	17,005	17,005
Total Franchise Fee Income	225,150	248,005
Board Expenses:		
Accounting Expenses	2,400	2,400
Administrative Grants	96,390	120,145
Advertising - Community Outreach	500	500
Bank Service Charges	60	60
Conferences	900	900
Contract labor	1,500	1,000
Executive Director	40,000	40,000
HR Services	900	1,100
Insurance	3,000	3,000
Mileage	800	700
Memberships	1,500	1,500
Office Expense	4,500	4,500
Telephone	1,100	1,100
Website	3,500	3,500
Auditing	9,500	12,000
Legal Fees	28,000	25,000
Technical Support	600	600
Total Board Expenses	195,150	218,005
Municipal Support Services	30,000	30,000
Total Franchise Fee Expenses	225,150	248,005
Net Franchise Fee Income	0	0
PEG Revenue:		
Total PEG Revenue	396,125	440,000
Other Income		
Interest Income	25	15
Other Income	1,000	100
MBS Gains	6,100	900
Total PEG Income	403,250	441,015
PEG Operations		
Cable Contractor	245,800	308,300
Communications Expense	2,200	5,000
Equipment Purchases	20,000	3,000
Grants	84,800	78,000
Production Truck	10,000	198,015
Production Crew Uniforms	450	1,000
Program Expense	40,000	40,000
Total PEG Operations	403,250	633,315
Net PEG Income	0	(192,300)
Anticipated drawdown from Fund Equity		192,300

Beier Howlett

ATTORNEYS AND COUNSELORS

TIMOTHY J. CURRIER
tcurrier@bhlaw.us.com
Telephone (248) 645-9400
Fax (248) 645-9344

April 23, 2015

Birmingham City Commission
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012-3001

*New Uniform Franchise
under PA 480
(2015)*

Re: *Renewal of Comcast Cable Television Franchise*

Dear Mayor and Commissioners:

The current cable television franchise with Comcast was set to expire on March 16, 2015. Through a series of extensions, that franchise was extended to April 29, 2015, unless an earlier Agreement is reached.

On February 27, 2015 Comcast delivered a Michigan Uniform Video Service Local Franchise Agreement pursuant to Public Act 480 of 2006, MCL §484.3301.

We have had several meetings with representatives of Comcast to discuss voluntary agreements which are provided for pursuant to Section 13 of the Act, which reads as follows:

"Sec. 13. This act does not prohibit a local unit of government and a video service provider from entering into a voluntary franchise agreement that includes terms and conditions different than those required under this act, including, but not limited to, a reduction in the franchise fee in return for the video service provider making available to the franchising entity services, equipment, capabilities, or other valuable consideration. This section does not apply unless for each provider servicing the franchise entity it is technically feasible and commercially practicable to comply with similar terms and conditions in the franchise agreement and it is offered to the other provider."

The major concern is Comcast's insistence that the public education and government fee (PEG) be reduced from 3% to 2% in accordance with Section 6(8)(b):

"(b) At the expiration of the existing franchise agreement, the amount required under subdivision (a) not to exceed 2% of gross revenues."

The concern is that a one-third (1/3) reduction in PEG fees would substantially impact the programming currently provided for through the Birmingham Area Cable Board and Bloomfield Community Television.

Comcast has proposed that we enter into a Uniform Video Service Local Franchise Agreement with a 5% franchise fee and a 2% PEG fee. In addition, they would execute a side agreement which would provide for PEG funding supplemental fees in addition to the 2% as follows:

Beier Howlett

Birmingham City Commission
April 23, 2015
Page 2

"Comcast agrees to provide the following PEG funding supplemental fees to the 2% provided in the Uniform Franchise over the next three years:

4/27/15 – 4/26/16 = an additional .75% PEG fee
4/27/16 – 4/26/17 = an additional .50% PEG fee
4/27/17 – 4/26/18 = an additional .25% PEG fee
4/27/18 – 4/26/25 = no additional .00% PEG fee"

In addition, Comcast would provide reimbursement of legal fees associated with the consents to transfer for the four (4) Birmingham Area Cable Board communities for an aggregate total of \$10,000 which would be paid to the Cable Board.

In return, the City would agree that it would discontinue use of the Comcast constructed INET, (which has not been used for some time).

The City would not request any courtesy cable accounts for the City (which they were not willing to provide). Currently, they provide drops to the Fire Department at the Adams Station, and all schools in the Birmingham Area Cable Board's jurisdiction. All other drops such as the two golf courses are paid for by the City.

Finally, the City would agree not to demand a conversion in programming to an HD format. It would be the understanding that if the technology evolved and the market place demands it, it could be provided. The Comcast Franchise Agreement would be for a period of 10 years and the side agreement will run to April 26, 2025.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.

Timothy J. Currier

TJC/jc

RECOMMENDED RESOLUTION

To approve the Michigan Uniform Video Service Local Franchise Agreement with Comcast effective April 27, 2015, and to approve the April 22, 2015 letter agreement. The Mayor and Clerk are hereby authorized to sign the same on behalf of the City.



April 22, 2105

The Honorable Stuart Sherman
Mayor, City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

Dear Mr. Sherman:

This document will memorialize an agreement reached between Comcast and the City of Birmingham.

Recognizing the value Birmingham places upon PEG programming provided for the residents of the City, and recognizing the burden which would be placed on the City's budget by an immediate reduction of the PEG fee from the 3% required by the expiring legacy franchise to the state-mandated maximum of 2% in the renewal franchise, and recognizing that the City has constructed its own fiber optic cable network and no longer needs the Comcast-provided institutional network (I-Net), Comcast and the City of Birmingham agree from April 27, 2015 to April 26, 2025, or unless there is an earlier substantive change in the law, to the following:

1. The City will sign the Uniform Video Services Local Franchise Agreement document delivered by Comcast on February 27, 2015 as submitted, with 2% PEG fee and no other changes.
2. Comcast agrees to provide the following PEG funding supplemental fees to the 2% provided in the Uniform Franchise over the next three years:
 - 4/27/15- 4/26/16= an additional .75% PEG fee
 - 4/27/16- 4/26/17= an additional .50% PEG fee
 - 4/27/17- 4/26/18 = an additional .25% PEG fee
 - 4/27/18- 4/26/25 = no additional .00% PEG fee
3. City agrees that the City will discontinue free use of the Comcast-constructed I-NET upon approval of the agreement. Any future use of Company network facilities will be on a paid basis.
4. City agrees to make no demand of additional courtesy cable accounts for City facilities.
5. City agrees to make no demand for conversion of PEG programming to HD format, with the understanding that any such future conversion will occur with the natural evolution of the marketplace and technology.
6. It is mutually agreed that the terms contained in this letter will not be incorporated into the Uniform Video Services Local Franchise Agreement.

Once this agreement is completed and executed by both parties, Comcast agrees to reimburse legal fees associated with the consents to transfer secured from the four Birmingham Area Cable Board member LFAs in the amount of \$10,000.

Agreed to this day, April 27, 2015

For Comcast

For the City of Birmingham

Timothy Collins
Senior Vice President, Heartland Region

Stuart Sherman
Mayor

Cc: Timothy Currier
Leslie Brogan

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing Attachment 3 - Uniform Video Service Local Franchise Agreement.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "Attachment 2 - Uniform Video Service Local Franchising Entity" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Birmingham, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Colorado limited liability company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under Section 3 of the Act (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to Section 6 of the Act.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph 11(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under Section 9 of the Act, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[Insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under Section 14 of the Act, and the Franchising Entity and Provider may be subjected to the dispute process as described in Section 10 of the Act.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under Section 10 of the Act. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under Section 10(5) of the Act, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in Section 10(2) of the Act.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in Section 10(5) of the Act.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in Section 10(6) of the Act.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by Section 2(3)(l) in the Act.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Birmingham:

Attn:

Fax No.:

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.
600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.
One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

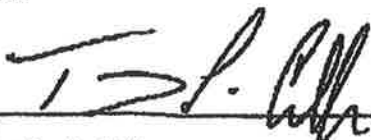
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Birmingham, a Michigan Municipal Corporation

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Colorado Limited Liability Company doing business as Comcast

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____


By _____
Timothy P. Collins
Print Name _____
Regional Senior Vice President
Title _____
41112 Concept Drive
Address _____
Plymouth, MI 48170
City, State, Zip _____
248-233-6736
Phone _____
248-233-4719
Fax _____
Tim_Collins@cable.comcast.com
Email _____

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

Date: February 20, 2015		
Applicant's Name: Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-1063218		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Frederick G. Eaton		
Title: Senior Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-254-1888	Fax: 734-254-1877	Email: Fred_Eaton@cable.comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an Incumbent video Provider, provide the date on which the Provider expects to provide video services in the area Identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

Verification
(Provider)

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President

Signature:

Date: February 27, 2015

(Franchising Entity)

City of Birmingham, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT

CURRENT POLICY 2014 - 2017

POLICY ON Franchise fees:

In any given year, our policy is to Administratively Grant back to the communities any year end audit "excess" between operating (franchise) income and expense, after preserving "working capital" for operations at 25% of last year's franchise fees.

For 2018 I SUGGEST THE FOLLOWING:

In any given year, our policy is to Administratively Grant back to the communities any year end audit "excess" between operating (franchise) income and expense, after preserving "working capital" for operations at 5% of last year's franchise fee "excess".

I am reluctant to "refund" 100% -- although we could, because by the time November – December rolls around (when the audit is completed) we will have piled up meaningful "new" fiscal year \$\$\$\$.

We might also want to acknowledge that our prior policy was "too conservative" and do a one time "second" administrative grant NOW to reduce the current franchise fee fund balance. I'm too lazy to do detailed computations, but if June 30, 2014, 15, 16 and 17 we "kept" 25% of each year's franchise fees for "working capital" we have accumulated well over our realistic need for "working capital". That's the whole reason for changing the policy!

BIRMINGHAM AREA CABLE BOARD GRANT POLICY

STATEMENT OF PURPOSE:

The Birmingham Area Cable Board shall, at its discretion, set aside funds for grants to be awarded to the consortium communities, educational institutions, libraries and other qualifying entities. These grants shall be provided in the annual budget, and the amount shall be determined on an annual basis.

The responsibility of the BACB is to provide support for customer service complaints; oversee, develop programming and provide funding for the PEG channels; and administer the elements of the Interlocal Agreement.

DISTRIBUTION OF FUNDS POLICY CRITERIA:

Recognizing these funds are created by fees collected from the consumers using Cable services, it shall be the intent of the Board to award these grants to services based upon the following criteria:

- a. The primary benefactor shall be the cable customer;
- b. Grants shall be intended to enhance communications properties;
- c. Grantees shall include the consortium municipalities, educational institutions, libraries and other qualifying entities.

GUIDELINES FOR THE DISTRIBUTION OF FUNDS:

These guidelines do not require strict adherence because the BACB recognizes that the fees will fluctuate each fiscal year. However, it is the goal to approve grants in proportion to the percentage of fees collected annually from each consortium community, and will be distributed as follows:

COMMUNITIES	50%
EDUCATIONAL	40%
LIBRARIES AND OTHER QUALIFYING ENTITIES	10%

REQUIREMENTS:

- A) Qualifying entities shall submit grant requests with specificity as may, from time to time be required by the BACB. The specific information shall include, but not necessarily be limited to:
- The scope of the request.
 - Amount of any purchase of goods or services including, where applicable, competitive bids.
 - The time frame in which the grant is to be spent.
 - Such other information as may be required by the BACB.
- B) Qualifying entities shall account for all grant funds expended and at such intervals as the BACB shall prescribe.
- C) Qualifying entities shall return all funds not expended for specified grant purposes and/or not expended in the required time frame.

Adopted by the Birmingham Area Cable Board.

January 18, 2012

Date

INTERLOCAL AGREEMENT OF THE BIRMINGHAM AREA CABLE BOARD

THIS INTERLOCAL AGREEMENT is by and between certain local governmental units located in the County of Oakland, State of Michigan, which collectively shall be referred to as the Birmingham Area Cable Board ("Authority").

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Authority for the purpose, among other purposes, to negotiate cable communication franchise renewals on behalf of the Authority's Members, to evaluate proposals for cable communication franchises, to recommend the award of cable franchise renewal agreements, to monitor and enforce the cable franchises between such cable operator and the Authority's Members, as well as to exercise such additional powers, functions, duties, and responsibilities granted to the Authority and imposed upon it by this Agreement; and

Each local governmental unit is interested in entering into cable franchise agreement renewal negotiations with the successor of such Member's original cable franchisee; and

There have been significant changes in applicable law, technology, and other matters relevant to cable communications and the Members endeavor to realize and benefit from each Member's accumulated expertise in matters relating to cable communications and recognize substantial savings in time, effort, and expense to each individual Member by being a Member of the Authority; and

In consideration of the foregoing, the parties agree to the InterLocal Agreement as set forth below.

I. Purpose of the Authority. The purpose of the Authority shall be to obtain for the citizens of the parties, and to thereafter maintain for those citizens, the highest quality of cable communication service at the lowest reasonable cost. The Authority shall attempt to realize such purpose through its exercise of the powers, functions, duties, and responsibilities granted to it and imposed upon it by this Agreement. The Authority's jurisdiction shall extend to all existing and future cable communications franchises awarded or contemplated by all or a majority of the Authority's Members. The Authority may also exercise its powers, functions, duties, and responsibilities on behalf of any one or more Members constituting less than a majority regarding any future cable communications franchise; but only if (1) the Authority is requested to do so by any one or more minority Members; and (2) the Authority grants such request, in which case the Authority may condition such grant on the requirement that the incremental cost of its undertaking be paid by the minority Member or Members which have made the request.

II. Organization. The Authority shall be composed, organized, and internally operated in accordance with the following:

A. Composition. Each local governmental unit to this InterLocal Agreement shall be a Member of the Authority. No person or entity not a party to this InterLocal Agreement shall be a Member.

B. Representatives. Each Member shall be represented by one representative and one alternate representative. Each Member shall appoint its representatives in accordance with its own rules and procedures. In the absence of the representative, the alternate representative shall be entitled to cast the vote for the Member. A Member's representatives, or either of them, may, but need not be, an elected or appointed official of such Member. No person having any ownership or financial interest, direct or indirect, in any cable communications company shall be eligible to be a representative or alternate representative, unless such interest is in the stock of a publicly traded company or mutual fund in which the representative or alternate representative does not have any power or influence to direct the investments of such fund and such interest is less than one percent (1%) of the voting stock of such company or mutual fund. All representatives shall serve without compensation. Each Member's representative or alternate representative may be removed by the Member's governing body at will. In the event of the resignation or removal of a representative, that Member shall promptly designate a successor to fill the unexpired term.

C. Voting. The Authority shall be governed by a thirteen (13) person representative body, as provided by the InterLocal Agreement and the ordinances of the member communities; seven (7) representatives shall be appointed by the City of Birmingham; four (4) representatives shall be appointed by the Village of Beverly Hills; one (1) representative shall be appointed by the Village of Franklin; and one (1) representative shall be appointed by the Village of Bingham Farms. Each representative of the Authority shall have one (1) vote. Voting shall be by a representative or alternate actually present at a meeting of the Authority and voting by proxy or in absentia shall not be permitted.

D. Officers. The Authority shall select annually, from among the representatives, a Chairman, a Vice Chairman, a Treasurer, a Secretary, and such other officers as may be required or permitted by the Authority's by-laws. All such officers shall constitute the Executive Committee.

E. Committees. The Authority may appoint such standing committees, special committees, and task forces as the Authority may deem necessary or appropriate to aid it in the performance of its functions and duties.

F. Transaction of Business. A majority of the Member's representatives, or alternate representatives, shall constitute a quorum. A majority of the votes capable of being cast by a quorum shall be necessary and sufficient for the Authority to take any action.

G. By-Laws. The Authority shall adopt by-laws by a majority of the votes available to its entire Membership. By-laws may be amended in the same manner as originally adopted. The by-laws shall contain no provision which conflicts with any provision of this InterLocal Agreement and shall contain provisions relating to:

- (1) holding of regular and special open meetings;
- (2) preparation of an agenda for all meetings;
- (3) adoption of rules of order for all meetings;
- (4) preparation of minutes of all meetings and mailing copies of minutes to all Members;
- (5) description of required and permitted officers and procedure for selection; and
- (6) such other matters as the Authority may deem necessary or appropriate for the efficient administration of its affairs and successful discharge of its responsibilities.

III. Powers and Responsibilities of the Authority. The Authority shall have the following powers, functions, and responsibilities, all of which shall be delegated to it by the parties (it being understood and agreed that the Authority shall engage in no activities except those expressly provided for or necessarily implied herein):

A. Franchise Instruments. To prepare and disseminate to all Members (along with advice and recommendations) drafts of materials necessary or appropriate to the award, extension, renewal or transfer of a franchise, or transfer of control of a franchisee, including, without limitation, cable regulatory ordinances, forms of franchise agreements, and requests for proposals regarding any of the foregoing or any other matter relating or relevant to the Authority's responsibilities.

B. Receipt and Evaluate Proposals. To receive, review and evaluate proposals, act upon those proposals within the purview of the Authority's powers, and make recommendations to its Members regarding proposals which may only be acted upon by the Members.

C. Evaluation Hearings. To conduct review and evaluation hearings in accordance with applicable provisions of a franchise; to adopt findings pursuant to such hearings, reduce such findings to written form, and furnish copies to all Members.

D. Mediation. To mediate serious disagreements between and among a franchisee, subscribers, and other public and private users of a system in accordance with procedures provided for in a franchise.

E. Access Channels. To review the use of cable access channels and prepare reports as may be appropriate describing the utilization of such channels.

F. Interconnection. To help supervise and coordinate interconnection of a franchisee's system with other cable communications systems.

G. Franchisee's Records. To receive, review and maintain, on behalf of its Members, all records and reports required to be submitted by a franchisee under the terms and provisions of a franchise.

H. Rates. To render advice and recommendations to all Members regarding rates to the extent regulation of rates is permitted by law.

I. Revocation of Franchise. To furnish advice and recommendations to all Members regarding revocation by them of a franchise for breach or default by a franchisee under the provisions of a franchise.

J. Performance. To apply for and receive payment of, on behalf and for the account of Members, any payment due such Members under the terms of a franchise awarded by them from a performance bond and/or letter of credit required to be furnished to the Authority by a franchisee under a franchise.

K. Transfer of Franchise. To furnish advice and recommendations to all Members regarding approval by them of any transfer of ownership of a franchisee's system, or ownership of a franchisee, pursuant to the requirement of such approval as set forth in a franchise or as otherwise permitted or required by law.

L. Franchise Renewal. To furnish advice and recommendations to all Members regarding the renewal of a franchise in accordance with applicable provisions of such franchise or pursuant to law.

M. Contracts. To proscribe the manner in which purchases shall be made and contracts entered into.

N. Acquire Property. To acquire, own, have custody, operate, maintain, lease or sell real or personal property.

O. Return of Surplus Money. To proscribe the manner in which, after the completion of the purpose of the Interlocal Agreement, any surplus money shall be returned.

P. Accept Gifts. To accept gifts, grants, assistance, funds, or bequests and the manner in which those gifts, grants, assistance, funds, or bequests may be used for the purpose set forth in the Interlocal Agreement.

Q. Federal/State Aid. To make claims for federal or state aid payable to the individual or several participants on account of the execution of the Interlocal Agreement.

R. Insurance. To proscribe the manner of responding to any liabilities that might be incurred through performance of the Interlocal Agreement and insuring against any such liability.

S. Investments. To proscribe the manner of investing surplus funds or proceeds of grants, gifts, or bequests to the parties to the Interlocal Agreement under the control of the Authority.

T. Reports. To prepare an annual report of its activities and to furnish copies of the same to all Members promptly after the completion thereof.

U. Additional Powers and Duties. To accept such additional powers and discharge such additional responsibilities as may properly and lawfully be delegated to it by the parties.

IV. Responsibilities of Members. Each Member agrees to cooperate with the Authority and with each other in the pursuit of their common purpose and specifically undertakes to:

A. Adoption of Franchise Documents. Adopt franchise documents and instruments of the kind referred to in Article III, Section A, in substantially the form and content recommended by the Authority.

B. Payments to Authority. Pay to the Authority its proportionate share of such amount, if any, as may be required by the Authority to meet its operating costs and expenses.

C. Information and Assistance. Furnish such information and render such other reasonable assistance to the Authority as may reasonably be requested by the Authority in connection with the Authority's discharge of its duties.

D. Legal Action. Join with the Authority and other Members in any legal action against a franchisee or any other defendant deemed by the Authority to be necessary or appropriate to enforce the terms and provisions of a franchise.

E. Designation of Representatives. Promptly appoint a representative or alternate representative whenever a vacancy occurs in either of those positions.

F. Implementing Action. Take all other actions as may be necessary or appropriate to implement this InterLocal Agreement and any final decisions of the Authority made or taken in accordance with this InterLocal Agreement.

Nothing in this InterLocal Agreement shall be deemed to prohibit any Member from appointing its own local committee to deal either with local issues, or any other issues, arising out of a franchise; provided, however, no such local committee shall deprive the Authority of any of the powers, duties, or responsibilities provided for under this Intergovernmental Agreement.

V. Financial Matters. The parties agree to the provisions set forth regarding certain financial matters:

A. Members' Proportionate Shares. For purposes of this InterLocal Agreement a Member's "proportionate share" of all payments required to be paid to or received from such Member shall be equal to the ratio which such Member bears to the total number of Members in the Authority.

B. Application Fees and Acceptance Fees. Application fees and acceptance fees required to be paid by a prospective franchisee or a franchisee receiving the award of a franchise shall be paid directly to the Authority's Members.

C. Other Payments. Continuing periodic franchise fees shall also be paid directly to the Authority's Members. Grant funds and other moneys designated for public, educational and governmental access purposes shall be paid either directly to the Authority's Members or to the Authority, whichever recipient is specified in the applicable franchise agreement.

D. Professional Services. The Authority is hereby authorized to engage the services of such attorneys, accountants, consultants and other advisors as it may deem necessary or appropriate to the exercise of its powers and the discharge of its responsibilities and to pay the reasonable costs of such services.

E. Authority's Budget. The Authority shall prepare an annual budget specifying estimated revenues and expenses for its next fiscal year and furnish a copy of such budget to each of its Members prior to adoption of the same. The Authority shall duly consider any comments received from any Member prior to the Authority's formal adoption of the budget.

F. Financial Accounting. The Authority shall open and maintain such bank account or accounts as may be required by law and as may otherwise be dictated by sound financial practice. All funds received or collected by the Authority shall initially be deposited to such account or accounts. The Treasurer shall properly invest, so far as practicable, all funds received by the Authority and the interest received on account thereof shall be applied to defray the Authority's operating expenses. The Treasurer shall be bonded in such amount as the Authority may designate from time to time.

G. Audit of Financial Statements. The Authority shall maintain proper books of account and prepare periodic financial statements including annual financial statements which shall be audited by an independent certified public accountant. The results of such annual audits shall be furnished by the Authority to each of its Members.

VI. Withdrawal of a Party. No party may withdraw from this InterLocal Agreement except upon written notice of withdrawal mailed to the Authority by registered or certified mail at least 60 days prior to the proposed effective date of withdrawal as specified in such notice. From and after the effective date of withdrawal, the withdrawing party shall cease to be a Member of the Authority and shall lose all benefits of membership therein; provided, however, if the Authority holds any funds or assets for the benefit of its Members, the withdrawing party shall be entitled to its proportionate share of the same; however, if the formula for such proportionate share as set forth in Article V, Section A shall prove difficult or impractical to apply, then such other method of determining a distribution to a withdrawing party as the Authority shall deem fair and equitable shall be used or applied on an item by item basis after consultation with the auditors. Funds or assets held by the Authority to finance the Authority's operations shall be deemed to be held for the benefit of the Authority rather than for the benefit of the Authority's Members.

VII. Captions and Counterparts. The titles of Articles and the captions to sections shall not be deemed to be a part of this InterLocal Agreement and shall have no independent significance. This InterLocal Agreement may be executed in any number of counterparts each of which, when so executed, shall be deemed to be an original, but such counterparts together shall constitute one and the same Agreement.

VIII. Amendments. This InterLocal Agreement may only be amended by written agreement executed by all the parties then bound.

IX. Term. This InterLocal Agreement shall continue unless and until terminated or revoked by a majority vote of the Members in accordance with the provisions of Article II, Section C. Upon such vote of revocation or termination the Authority shall be dissolved automatically and shall proceed to the expeditious winding up of its affairs.

X. Effective Date. This InterLocal Agreement shall be effective after approval by each local governmental unit's governing body, execution by its appropriate officer and after the filing of this InterLocal Agreement with the Oakland County Clerk and the Secretary of State.

IN WITNESS WHEREOF, this InterLocal Agreement has been signed on the date indicated.

CITY OF BIRMINGHAM

By: [Signature]
Its: MAYOR

Dated:

VILLAGE OF BEVERLY HILLS

By: [Signature]
Its: President

Dated:

5/27/01

VILLAGE OF FRANKLIN

By: [Signature]
Its: Village President

Dated:

May 27, 2001

VILLAGE OF BINGHAM FARMS

By: [Signature]
Its: Village President

Dated:

file

AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BIRMINGHAM,
THE VILLAGE OF BEVERLY HILLS, THE VILLAGE OF
BINGHAM FARMS AND THE VILLAGE OF FRANKLIN TO
ALLOW THE CABLECASTING BOARD TO ENTER INTO CONTRACTS

WHEREAS THE CITY OF BIRMINGHAM, THE VILLAGE OF BEVERLY HILLS, THE VILLAGE OF BINGHAM FARMS, and THE VILLAGE OF FRANKLIN in 1982 entered into an Interlocal Agreement to establish a consortium to provide their constituents with cable television and created a joint Cablecasting Board; and

WHEREAS under such Agreement each municipality was to retain 60% of the franchise fee paid to it by the Franchisee for its administrative expenses and costs of monitoring the franchisee; and

WHEREAS, it has been determined that the majority of the duties of such monitoring of the franchisee have in fact and should be conducted by the Cablecasting Board; and

WHEREAS, it is believed that the Cablecasting Board requires the ability to contract for services to fulfill such duties and the on-going responsibilities assigned to it and the municipalities desire to grant such power to the Board for a one-year trial period:

IT IS HEREBY AGREED AS FOLLOWS:

1. The powers of the cablecasting board as established by the 1982 Interlocal Agreement shall be expanded to include the authority to enter into contracts as may be authorized from time to time by resolutions of the four municipalities. Such

contracts shall be administered by the Cablecasting Board which shall have the authority to terminate such contracts in case of breach thereof.

2. The monetary obligations of the municipalities under such contract shall not exceed the 60% of each municipality's franchise fee which is currently being retained by the municipality under the terms of the Interlocal Agreement, and shall be borne by the municipalities according to the proportionate share of gross revenues generated from subscribers residing in each respective municipality. The municipalities shall establish the proportion of the franchise fee to be paid to the board for such contractual obligations by resolution. The payment by the municipalities shall be in addition to the 40% of said franchise fee currently paid to the board for the regulation of the cable franchisee and enhancement of the cable access channel as provided in the 1981 Interlocal Agreement referred to above.

3. The municipalities shall establish by resolution the manner in which payment of such funds shall be made to the board.

4. This Amendment to the 1982 Interlocal Agreement shall expire one year after its execution by four municipalities.

5. The 1982 Interlocal Agreement is hereby reaffirmed and shall continue in full force and effect except as specifically modified herein.

6. This Agreement shall become effective upon approval of four municipalities.

AGREEMENT

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1982

BETWEEN THE CITY OF BIRMINGHAM
VILLAGE OF BEVERLY HILLS, VILLAGE OF
BINGHAM FARMS AND VILLAGE OF FRANKLIN TO
CONDUCT A CONCURRENT FRANCHISE SELECTION
PROCESS AND TO ESTABLISH A JOINT CABLECASTING BOARD

In order to enjoy the economies of scale and superior service resulting from communities working cooperatively on cable television, the City of Birmingham, Village of Beverly Hills, Village of Bingham Farms and Village of Franklin, hereinafter "the municipalities", all intend to adopt similar cable television ordinances and therefore agree as follows:

1. The franchisee selection process shall be undertaken simultaneously and that the same cable television operator will be chosen to provide service to all four municipalities.
2. Application fees shall be used to cover cost for consulting and administrative services related to the franchise selection process. If any sum of money is left over from the application fees, that money will be divided between the municipalities according to the formula set forth in paragraph 13.
3. The charter for the Village of Beverly Hills requires that before any ordinance is enacted it shall be available for public inspection for thirty (30) days. The Birmingham Request For Proposal will indicate that it is anticipated that the four municipalities will enter into a joint arrangement under separate but similar ordinances and that bidders should submit a unitary bid document to the City of Birmingham and each of the other municipalities participating in that joint arrangement. It shall also note that

each municipality reserves its own prerogatives and jurisdiction and that notice will be given to bidders if material changes are made in the ordinance or to the proposed arrangement.

The Birmingham Request For Proposal shall be available to bidders for a period of ninety (90) days. The Request For Proposal from the Village of Beverly Hills, Village of Bingham Farms and Village of Franklin shall have the same deadline date as the City of Birmingham Request For Proposal.

4. Each municipality shall use its reasonable best effort to have the franchisee completely wire all subscribers and be in operation eighteen (18) months after the effective date of the Franchise Agreement.

5. Franchise fees derived from operation of the Cable Communications System shall be allocated to each municipality according to the proportionate share of gross revenues generated from subscribers residing in the municipality.

6. There shall be no prepayment of the franchise fee during the selection process.

7. The Request For Proposal and Franchise Agreement of each municipality shall require the franchisee to provide a Public Access Studio which shall be located within the City of Birmingham. The Public Access Studio shall be available on a first come, first serve basis equally to residents of all four municipalities.

8. Rules for use of the public governmental and educational access channels shall be determined by a joint Cablecasting Board, upon the approval of the Birmingham City Commission, the Beverly Hills

Village Council, the Bingham Farms Village Council and the Franklin Village Council. The Board shall be governed by an eleven member body; seven members shall be appointed by the City of Birmingham, three members shall be appointed by the Village of Beverly Hills and one member shall be appointed by the Village of Franklin. A representative of the Village of Bingham Farms shall serve as an ex-officio member of the Board. Members of the Board shall serve without compensation for a period of three year terms. In the initial appointments however, three members shall be appointed to two year terms and two members shall be appointed for one year terms. Designation of the length of terms for representatives shall be determined by lot. An administrative representative from the School District may also serve as an ex-officio member of the Board.

9. Forty percent (40%) of each municipality's franchise fee shall be paid to the joint Cablecasting Board to be utilized for regulation of the cable franchisee and enhancement of the cable access channels. The joint Cablecasting Board shall be empowered to appropriate these monies.

If the Board is terminated and this agreement becomes void, any remaining money shall be divided between the municipalities according to the formula set forth in paragraph 13. If one municipality relinquishes its membership to the Board it shall receive its proportionate share of monies remaining at the time membership is terminated.

The remaining sixty percent (60%) of each municipality's franchise fee shall be retained by each municipality for its administration expenses and costs in monitoring the franchisee and its compliance with the ordinance and the franchise agreement.

10. Simultaneous performance reviews of the franchisee shall be undertaken, through the Cablecasting Board. Excess cost of the performance reviews, if not defrayed by Board funds or borne by the franchisee, shall be divided between the municipalities according to the formula set forth in paragraph 13.

11. Administrative responsibilities for the joint Cablecasting Board shall be rotated among the municipalities on an annual basis.

12. Any municipality, by resolution of its legislative body, shall have the right to withdraw from the Board and this agreement. Other municipalities may be allowed to join the Board upon the unanimous consent of member municipalities. Any change in the membership of the joint Cablecasting Board shall result in a change in the allocation of monies according to the formula set forth in paragraph 13.

13. A municipality's proportionate share of monies (not including franchisee fees) and/or costs to be divided under this agreement shall be determined by the ratio which that municipality's total number of dwelling units bears to the total number of dwelling units in all participating municipalities. As the time of this agreement, this ratio shall be defined as 64%: 28%: 7%: 1%: between the City of Birmingham, Village of Beverly Hills, Village of Franklin and Village of Bingham Farms respectively. Franchisee fees shall be divided according to the formula set forth in paragraph 5.

14. This agreement shall become effective upon approval of four municipalities.

CITY OF BIRMINGHAM

BY: Thelma Shivel
WITNESS

BY: Jack E. Sights
JACK E. SIGHTS, MAYOR

BY: Phyllis Armour
PHYLLIS ARMOUR, CLERK

BY: William M. Jones
WITNESS

VILLAGE OF BEVERLY HILLS

BY: Allan E. Hoover
ALLAN E. HOOVER, PRESIDENT

BY: Daniel N. Agacinski
DANIEL N. AGACINSKI, CLERK

BY: Barbara F. Maggion
WITNESS

VILLAGE OF BINGHAM FARMS

BY: Richard W. Holloway
RICHARD HOLLOWAY, PRESIDENT

BY: Carol Bragdon
CAROL BRAGDON, CLERK

BY: Ann M. French
WITNESS

VILLAGE OF FRANKLIN

BY: John C. Verdon
JOHN C. VERDON, PRESIDENT

BY: Sharon B. Riley
SHARON B. RILEY, CLERK

APPROVED AS TO FORM:

BY: Jane B. Canaw
ATTORNEY, CITY OF BIRMINGHAM

BY: Thomas J. Jones
ATTORNEY, VILLAGE OF BEVERLY HILLS

BY: _____
ATTORNEY, VILLAGE OF BINGHAM FARMS

BY: _____
ATTORNEY, VILLAGE OF FRANKLIN

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AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BIRMINGHAM,
THE VILLAGE OF BEVERLY HILLS, THE VILLAGE OF
BINGHAM FARMS AND THE VILLAGE OF FRANKLIN TO
ALLOW THE CABLECASTING BOARD TO ENTER INTO CONTRACTS

WHEREAS THE CITY OF BIRMINGHAM, THE VILLAGE OF BEVERLY HILLS, THE VILLAGE OF BINGHAM FARMS, and THE VILLAGE OF FRANKLIN in 1982 entered into an Interlocal Agreement to establish a consortium to provide their constituents with cable television and created a joint Cablecasting Board; and

WHEREAS under such Agreement each municipality was to retain 60% of the franchise fee paid to it by the Franchisee for its administrative expenses and costs of monitoring the franchisee; and

WHEREAS, it has been determined that the majority of the duties of such monitoring of the franchisee have in fact and should be conducted by the Cablecasting Board; and

WHEREAS, it is believed that the Cablecasting Board requires the ability to contract for services to fulfill such duties and the on-going responsibilities assigned to it and the municipalities desire to grant such power to the Board for a one-year trial period:

IT IS HEREBY AGREED AS FOLLOWS:

1. The powers of the cablecasting board as established by the 1982 Interlocal Agreement shall be expanded to include the authority to enter into contracts as may be authorized from time to time by resolutions of the four municipalities. Such

contracts shall be administered by the Cablecasting Board which shall have the authority to terminate such contracts in case of breach thereof.

2. The monetary obligations of the municipalities under such contract shall not exceed the 60% of each municipality's franchise fee which is currently being retained by the municipality under the terms of the Interlocal Agreement, and shall be borne by the municipalities according to the proportionate share of gross revenues generated from subscribers residing in each respective municipality. The municipalities shall establish the proportion of the franchise fee to be paid to the board for such contractual obligations by resolution. The payment by the municipalities shall be in addition to the 40% of said franchise fee currently paid to the board for the regulation of the cable franchisee and enhancement of the cable access channel as provided in the 1981 Interlocal Agreement referred to above.

3. The municipalities shall establish by resolution the manner in which payment of such funds shall be made to the board.

4. This Amendment to the 1982 Interlocal Agreement shall expire one year after its execution by four municipalities.

5. The 1982 Interlocal Agreement is hereby reaffirmed and shall continue in full force and effect except as specifically modified herein.

6. This Agreement shall become effective upon approval of four municipalities.

WITNESSES:

Kresa Ardenowske

Penelope Sher

VILLAGE OF BEVERLY HILLS

By: James W. McLeod President

Paul L. Sauer Clerk

CITY OF BIRMINGHAM

By: Ray F. McLaughlin Mayor Pro

Judith A. Brennan Clerk

VILLAGE OF BINGHAM FARMS

By: Carol Bragdon President

Kathleen J. Thompson Clerk

VILLAGE OF FRANKLIN

By: Robert Jones President

Quetta Shand Clerk

3311T

**VILLAGE OF BEVERLY HILLS
CONTRACTED SERVICES AGREEMENT WITH
THE BIRMINGHAM AREA CABLE BOARD**

THIS AGREEMENT, made and entered into this 6th day of July, 2011, by and between the **VILLAGE OF BEVERLY HILLS**, located at 18500 W 13 Mile Road, Beverly Hills, MI 48025, hereinafter referred to as the "VILLAGE," and the **BIRMINGHAM AREA CABLE BOARD**, whose address is P.O. Box 165, Birmingham, MI 48012, hereinafter referred to as the "BACB."

WITNESSETH:

WHEREAS, the BACB and the VILLAGE believe that it is in their respective best interests to have a written agreement that sets forth the services provided by the VILLAGE.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. While this Agreement remains in effect, the VILLAGE shall provide the following services to the BACB. In exchange for the VILLAGE furnishing these services to the BACB, the BACB agrees to reimburse the VILLAGE through an Administrative Cross Charge. The Administrative Cross Charge shall be set annually by the VILLAGE as part of its budget setting process and shall be agreed to by the BACB annually. The Administrative Cross Charge shall be an allocation of cost of the total fully accounted for personnel expense of employees assigned to provide services to the BACB. Services provided through an Administrative Cross Charge shall include:

A. Recording Secretary Services. The VILLAGE shall provide Recording Secretary Services to the BACB for purposes of recording its meetings and preparing Minutes of the proceedings. These services shall be reimbursed to the VILLAGE upon the VILLAGE submitting an invoice for the services rendered.

B. Financial Matters.

i. Audit. The VILLAGE shall assign audit costs incurred by the BACB to the BACB. In the case where the audit project includes services to both the VILLAGE and the BACB, THE VILLAGE shall charge the BACB for the prorated cost of the project.

ii. Financial Record Keeping and Bank Account Management. The VILLAGE shall maintain a complete set of accounting records for the BACB in sufficient detail to supply to the VILLAGE Auditor for the annual VILLAGE audit. This shall include, but is not limited to, bank account

reconciliation, accounts payable records, accounts receivable records, general ledger transactions and similar standard records.

- iii. Accounts Payable and Accounts Receivable. The VILLAGE shall timely perform accounts payable and accounts receivable services for the BACB.
- iv. Third Party Information. The VILLAGE shall prepare and provide all Form 1099's and all necessary information to the BACB's independent contractors.
- v. Reimbursement. The VILLAGE shall be reimbursed by the BACB for items ii, iii, and iv in the amount of Two Hundred Dollars (\$200.00) per month for the above financial services.

2. Term of Agreement. The initial term of this Agreement shall be one (1) year commencing as of July 1, 2011 and shall terminate on June 30, 2012. Following such initial term, the Agreement shall continue on one (1) year renewable terms, under the same terms and conditions, and shall be for the following year. Each renewal term shall be automatic unless the VILLAGE or the BACB advises the other in writing of its desire to terminate the Agreement, with said notice being given at least thirty (30) days prior to the end of the term then in effect.

3. Confidential/Proprietary Information. The parties acknowledge that in the performance of this Agreement, certain confidential, and/or such proprietary information may become involved. The parties recognize that the unauthorized exposure of such confidential or proprietary information could irreparably damage the other party. Therefore, the parties agree to use reasonable care to safeguard the confidential proprietary information and to prevent unauthorized use or disclosure thereof. The parties shall inform their employees of any confidential or proprietary nature of such information and shall limit access to employees rendering services pursuant to this Agreement. The parties further agree to use such confidential or proprietary information only for the purposes of this Agreement. The parties shall mark, or otherwise identify, any documents that they consider to be confidential or proprietary.

4. Governance. This Agreement shall be governed by, performed, interpreted and enforced in accordance with the laws of the State of Michigan.

5. Unenforceability. If any provision of this Agreement is not valid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

6. Binding. This Agreement shall be binding upon the successors and assigns of the parties hereto, unless such assignment shall be made by the BACB without the prior written consent of the VILLAGE. Any attempt to enter into an assignment without prior written consent shall be void and of no effect.

7. The BACB and the VILLAGE agree that the BACB shall be liable for its own actions and neither the BACB nor its employees or contractors shall be construed as employees of the VILLAGE. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. The BACB, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the VILLAGE, or be deemed an employee of the VILLAGE for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of the BACB or the BACB's employees or contractors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

VILLAGE OF BEVERLY HILLS

By: Chris Wilson
Chris Wilson, Village Manager

By: Ellen E. Marshall
Ellen Marshall,
Assistant Manager/Village Clerk

BIRMINGHAM AREA CABLE BOARD

By: Elaine McLain
Elaine McLain, Chairperson

AN AGREEMENT ALLOWING THE VILLAGE OF BEVERLY HILLS TO ACT AS THE DEPOSITORY
AND DISBURSEMENT AGENCY FOR CABLE COMMUNICATIONS FUNDS

WHEREAS, the City of Birmingham, Village of Beverly Hills, Village of Bingham Farms, and Village of Franklin have formed a Cablecasting Board to assist in the administration of the cable franchise; and

WHEREAS, the Cablecasting Board must utilize certain moneys from franchise fees paid by Booth Communications, Inc.; and

WHEREAS, each local unit has the right to approve the yearly budget for the Cablecasting Board; and

WHEREAS, the Cablecasting Board is desirous of utilizing the Village of Beverly Hills as a depository and disbursement agency for its funds, and each local unit is agreeable to the Village of Beverly Hills acting in such capacity; and

WHEREAS, the Village of Beverly Hills is agreeable to acting in such capacity;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Cablecasting Board budget shall be the controlling document for the Cablecasting Board funds. Upon approval of the Board's annual budget by each consortium municipality, a copy shall be provided to the Village of Beverly Hills.

2. Cablecasting Board funds are to be mailed monthly to the Village of Beverly Hills from Booth Communications, Inc. for each consortium municipality's pro-rata share. Any amounts presently held by Booth Communications, Inc. shall be remitted to the Village of Beverly Hills within sixty (60) days after acknowledgment of this Agreement by Booth Communications, Inc.

3. The Cablecasting Board shall authorize disbursements of Cablecasting Board funds by formal resolution at its meetings. The request for payment form shall be completed and all pertinent documentation (i.e. statements, invoices, etc.) are to be attached and forwarded to the Village of Beverly Hills.

4. The Village of Beverly Hills will be permitted to deposit Cablecasting Board funds along with other Village funds.

5. The Village of Beverly Hills shall keep the interest earned from the Cablecasting Board funds in consideration for performing these services.

6. The Village of Beverly Hills shall provide to the Cablecasting Board an annual report detailing monthly expenditures and revenues. A monthly report shall be prepared if requested by the Cablecasting Board.


7. If the Cablecasting Board requires an audit of Cablecasting Board funds, the cost of such audit shall be the responsibility of the Cablecasting Board.

8. The Village of Beverly Hills assumes no legal responsibility for these funds other than receipt, disbursement and accounting of these funds as directed by the Cablecasting Board.

9. This Agreement may be cancelled by any consortium municipality by sixty (60) days written notice of a resolution to that effect to the Cablecasting Board and the Village of Beverly Hills.

The Cablecasting Board and the Consortium municipalities agree to abide by the provisions stated above. Signed this 5th day of *November*, 1984.


MAYOR, CITY OF BIRMINGHAM

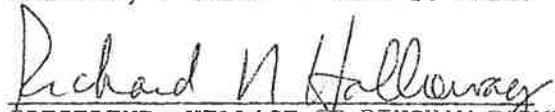

PRESIDENT, VILLAGE OF BEVERLY HILLS


CHAIRMAN, CABLECASTING BOARD


CLERK, CITY OF BIRMINGHAM


ATTORNEY, CITY OF BIRMINGHAM


MANAGER, VILLAGE OF BEVERLY HILLS


PRESIDENT, VILLAGE OF BINGHAM FARMS


PRESIDENT, VILLAGE OF FRANKLIN

THE BIG THINGS IN 2013...

1. Watching TV via a mobile device is on the rise—up to 17% from just 4% in 2010.
2. WOW! is making positive inroads and taking Comcast market share.
3. WOW! gets highest provider ratings, then AT&T U-Verse. Comcast gets lowest ratings.
4. Pricing is still the biggest pain point and motivation for switching providers.
5. Switching to Internet only TV is not very popular (yet).
6. Even though a large majority (75%) of residents feel that it is important to have local community channels --this is down 10% from 2010. Households with children are more apt to consider these PEG Channels important than households without kids.
7. Channel surfing continues to be the leading way residents find out about PEG programming.
8. Awareness for PEG Channels continues to increase, but use/viewership is either holding steady (BAPA) or decreasing (BAMA & Educational).
9. Municipal Channel viewing is down more significantly (by 22%) than Public Access Channel viewing (by 9%) compared to eight years ago. The Educational Channel continues to be the least watched.
10. Similar to 2010, the leading suggestion to the Board is to have more competition.

2013 KEY FINDINGS

1. Similar to 2010 and on the rise, watching TV is not limited to a *television* anymore. Similar to three years ago, 1 in 3 residents say they have watched TV programming via a computer. **Watching TV via a mobile device is on the rise—up to 17% from just 4% in 2010.** While the 44 years and younger residents are more apt to watch TV on a mobile device, all age groups show an increase since 2010.
2. While Comcast continues to be the most common provider for both TV (58%) and Internet access (54%) among residents, **use of Comcast is down** from 2010 (from 74% TV and 60% Internet three years ago). **Use of WOW! has increased** (up to 15%) taking share away from Comcast with customers in Birmingham (22%) and Beverly Hills (40%). Bingham Farms and Franklin residents continue to be heavy Comcast customers (77% and 72% respectively).
3. Similar to three years ago, **HDTV** and **“On-Demand”** remain the most common ‘other’ **services** residents are currently receiving from their TV provider in 2013 and tend to be more popular among younger age segments. Residential phone service and DVR have both increased since 2010.
4. A sign of some improvement? Overall, residents give higher ratings to their providers this year than back in 2010 with **biggest gains in the ‘value of services’**. The **least favorable ratings continue to be for the pricing structure** of their current provider (2 in 5 rate it poor to very poor).

2013 KEY FINDINGS

5. Of these three primary service providers, **WOW! subscribers give the highest ratings**, followed by AT&T U-Verse users. **Comcast users give the lowest ratings**. Residents in Birmingham and Beverly Hills give higher top box ratings in 2013 than in 2010 (the WOW! impact?). Bingham Farms and Franklin provider ratings remain consistent to 2010 with the exception of Franklin residents giving higher 'value' ratings in 2013.
6. Similar to three years ago, **13% say they have switched providers in the past year**. Viewed by community, Birmingham had the largest percentage of residents to switch providers and Bingham Farms had the least.
7. Compared to 2010, slightly **fewer residents overall are considering a new provider** in the coming year (28% compared to 36% in 2010). Bingham Farms and Franklin residents (heavy Comcast users) are most apt to consider a new provider this year. Among those who are considering switching, the reasons why are **1) a lower price and 2) better customer service** (the same top two reasons back in 2010).
8. Among those who are considering switching providers in the coming year, WOW! and AT&T U-Verse are considered most often. **Consideration for WOW! increased significantly from 2010 (up 40%!).** Birmingham, Beverly Hills and Bingham Farms residents are considering WOW! as their first choice while Franklin residents are considering AT&T U-Verse primarily.

2013 KEY FINDINGS

9. Switching to **Internet only TV is not very popular**. Just 6% of residents say they are considering going to Internet only TV, while 24% are undecided and the majority (70%) are not considering it.
10. Addressing complaints appears to be getting better. Overall 1 in 3 residents say their household registered a complaint regarding their TV provider or an access issue (with the majority continuing to register with their TV provider customer service). Bingham Farms was the only community to register more complaints than back in 2010. **An improvement from 2010, nearly three in four say that their complaint was resolved at least partially (up from 65% in 2010).**
11. The **majority (75%) of residents feel that it is *somewhat to extremely important* to have local community channels** (down 10% from 2010). Households with children and more apt to consider all three PEG Channels to be ***very to extremely important*** to them compared to households without children.
12. Awareness is moderate, but use is limited. Awareness levels for the BACB website (48%), online programming replays (43%) and the Electronic Bulletin Board (42%) haven't changed much from 2010. Of those aware, one in three have visited the BACB website, one in four have watched a replay online and one in five have accessed the Electronic Bulletin Board.

2013 KEY FINDINGS

13. Awareness for all three PEG channels is high among the four communities and continues to increase slightly (approx. 8+ in 10 aware). Awareness for **BAPA (Public Access Channel)** increased from 2010 and has the highest awareness of all three channels at 87%, while 83% of residents are aware of BAMA (Municipal Access Channel) and 79% are aware of the Educational Channel.
14. Similar to three years ago, there **continues to be a gap between awareness and use of the PEG Channels**. While awareness for the PEG channels continues to increase slightly from 2006 and 2010, viewership is down slightly for both the Municipal and Educational Channels. **The BAPA (Public Access) Channel is watched more than the other two Channels in 2013** (in 2010 the most viewed was the BAMA Channel) by two in five residents (consistent to three years ago). Viewership of the Municipal Channel decreased 10% since 2010 (to 37% currently) and the Educational Channel (watched the least) by 6% to 29% in 2013.
15. Since 2006, viewership of the Municipal & Public Access Channels is decreasing. **Municipal Channel viewing is down more significantly (by 22%) than Public Access Channel viewing (by 9%)** compared to eight years ago. In 2013, Birmingham residents are more apt to have watched programming on BAPA and BAMA than the other communities.

2013 KEY FINDINGS

16. Similar to in 2006 and 2010, the **primary way residents find out about programming on PEG is by *channel surfing* (7 in 10)**. Use of ***newspapers*** trends up in 2013, while tuning-in for specific programs/issues trends down. All PEG channels tend to be **watched just *once in a while***.
17. Trending downward, **just one in four residents *are aware they can create & produce their own cable TV programs***. Similar to in 2010, just 2% have already done so and 5% are interested.
18. The top three types of programming watched on BAMA (Municipal Access Channel) in 2013 are similar to back in 2010 and 2006. In 2013, ***Local council & commission meetings* garner highest viewing interest on BAMA (Municipal Access Channel)**, followed by ***Local election programming/local candidate forums*** and ***Community News and Events***.
19. The top three types of programming watched on the Educational Channel in 2013 are similar to back in 2010. ***Concerts, Guest speakers and Athletic events*** garner highest viewing interest on the Educational Channel.
20. Similarly, the preferred types of programming on BAPA (Public Access Channel) in 2013 are similar to those in 2010 and 2006. ***Civic events and Educational shows*** garner highest viewing interest on the Public Access Channel, followed by ***Arts or Cooking & Dining*** and ***Musical Presentations***.

ATTENTION BIRMINGHAM, BINGHAM FARMS, BEVERLY HILLS AND FRANKLIN AREA TV VIEWERS!

The Birmingham Area Cable Board values your opinion! As a joint effort for Birmingham, Bingham Farms, Beverly Hills, and Franklin communities, the Board is seeking feedback on your local cable programming. Completing this survey will help the Cable Board meet the community's needs regarding programs viewed on Municipal Channel 15 and Community Channel 18.

This is your chance to express what kind of cable programs you enjoy watching on these two channels, or would like to see on these channels. Please take a few minutes to tell us your thoughts and mail back your survey in the envelope provided **no later than FRIDAY, September 29th**! Surveys postmarked after that date will be read and reviewed but not tabulated. You can also take this survey online at:
www.intellitrend.com/BACB

1. Your age: ☐ Under 18 ☐ 18-24 ☐ 25-34 ☐ 35-44 ☐ 45-54 ☐ 55-64 ☐ 65+
2. Your household: ☐ 1 adult ☐ 2 adults ☐ 1 adult with children ☐ 2 or more adults with children
3. Your community: ☐ Birmingham ☐ Bingham Farms ☐ Beverly Hills ☐ Franklin
4. Do you have: **Cable TV?** ☐ Yes ☐ No **Satellite TV?** ☐ Yes ☐ No
5. Are you aware of: **Municipal Channel 15?** ☐ Yes ☐ No **Community Channel 18?** ☐ Yes ☐ No

Municipal Channel 15 cablecasts local government programming in your residential area. Community Channel 18 cablecasts a variety of community programming in your residential area.

6. Have you ever watched programming on Municipal Channel 15 or Community Channel 18?
Municipal Channel 15: ☐ Yes ☐ No ☐ Don't know **Community Channel 18:** ☐ Yes ☐ No ☐ Don't know
7. How would you typically find out about programming on Channel 15 and/or Channel 18? (Check all that apply)

<input type="checkbox"/> Tune-in for specific programs/issues	<input type="checkbox"/> Channel surf
<input type="checkbox"/> Read the schedule on the Cable Board's website	<input type="checkbox"/> Bloomfield TV website
<input type="checkbox"/> Newspaper (i.e. Eccentric)	<input type="checkbox"/> Print schedules (i.e. from local library)
<input type="checkbox"/> Word of mouth (i.e. friends, neighbors)	<input type="checkbox"/> Other (please describe) _____
8. Community Access Channels provide area residents with a means to create and produce their own cable television programs. In your area, training and equipment is provided by Bloomfield Community Television. Did you know that this media outlet was available to you? ☐ Yes ☐ No
9. Are you interested in producing a program? ☐ Yes ☐ No ☐ Don't know

About Municipal Channel 15...

10. **How often** do you watch Municipal Channel 15? ☐ Never ☐ Monthly ☐ Weekly ☐ Daily
11. What **days of the week** do you watch Channel 15? ☐ Mon. ☐ Tues. ☐ Wed. ☐ Thurs. ☐ Fri. ☐ Sat. ☐ Sun.
12. What **time of day** do you watch Channel 15? ☐ Morning ☐ Afternoon ☐ Evening 7-11pm ☐ Late night 11pm-4am
13. What programs do you typically watch on Municipal Channel 15? (specify please)

14. Would you watch the following types of programming on **Municipal Channel 15?**

	YES	Maybe	NO	Don't Know
Local Election Programming/Local Candidate Forums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Programs (i.e. police & fire departments)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks & Recreation Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Council and Commission Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Birmingham Area Cable Board (BACB) Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Planning Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Concerts/Parades (i.e. Concerts in the Park)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community News & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oakland County Commission/Road Commission Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State of Michigan Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. How would you rate the importance of viewing replays of municipal meetings and other programming on the internet by the way of web streaming? Streaming means video sent over the internet and viewed on your computer. (5=most important, 1=least important)

Please circle one: 5 4 3 2 1 Don't know

16. What other types of programming would you like to see on **Municipal Channel 15? (specify please)**
About Community Channel 18....
17. How often do you watch Community Channel 18? ☐Never ☐Monthly ☐Weekly ☐Daily

18. What days of the week do you watch Channel 18? ☐Mon. ☐Tues. ☐Wed. ☐Thurs. ☐Fri. ☐Sat. ☐Sun.

19. What time of day do you watch Channel 18? ☐Morning ☐Afternoon ☐Evening 7-11pm ☐Late night 11pm-4am

20. What programs do you typically watch on Community Channel 18? (specify please)

21. Would you watch the following types of programming on **Community Channel 18?**

	YES	Maybe	NO	Don't Know
Civic Events (i.e. Woodward Cruise, Veterans Day)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multicultural/Diversity Programming	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior Shows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Children's Shows/Teen Shows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lectures/Guest Speakers (i.e. library series)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Faith-based Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Current Issues Programs/Public Service Announcements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Musical Presentations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Educational Shows (i.e. gardening, legal, travel...)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health Education/Exercise Shows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts & Cooking/Dining	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

22. What other types of programming would you like to see on **Community Channel 18? (specify please)**

23. Do you watch the Electronic Bulletin Board that lists information and events? ☐Yes ☐No

If yes, please tell us what you like most about the Bulletin Board (list in order of importance if possible).

24. Are you aware of the Cable Board's website, www.birminghamareacableboard.org, where you can get program schedule information and learn more about your Cable Board? ☐Yes ☐No

25. Please provide any additional comments you would like the Birmingham Area Cable Board to consider:

Thank you for your feedback!



 BIRMINGHAM AREA
Channel 15 & Channel 18



Birmingham Area Cable Board Subscriber Survey

Board Presentation – October 18, 2006

Summary Highlights

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BIRMINGHAM AREA
Channel 15 & Channel 18

Methodology – Outgo

- 6,000 direct mail survey in addition + web-based survey link



Response – Incoming

- n=696 respondents =
 - 650 direct mail
 - 46 online (7%)

11.5% return rate
(Industry avg. = 2% - 5%)

- Data Reliability:

+/- 3.6% @ 95% confidence

intelli



BIRMINGHAM AREA
Channel 15 & Channel 18

Representative of Communities

■ Community:

	Returns	% US. Census HH
Birmingham	41%	58%
Bingham Farms	6%	3%
Beverly Hills	44%	31%
Franklin	9%	9%

■ Household Composition:

1 adult	24%
2 adults	47%
1 adult w/children	1%
2+ adults w/children	28%

intelligent **ASS**



BIRMINGHAM AREA
Channel 15 & Channel 18

Cable penetration rates consistent regardless of community or age segments

- 90% of respondents have **Cable TV access**
- Cable penetration **consistent among all communities** (88% - 98%)
- Access rates consistent among all aged 35+

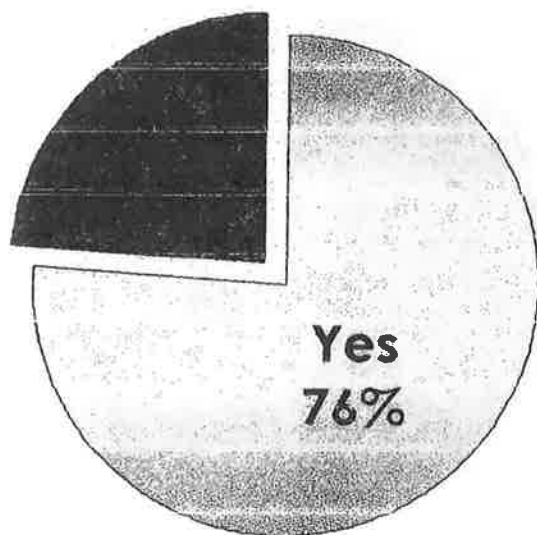


BIRMINGHAM AREA
Channel 15 & Channel 18

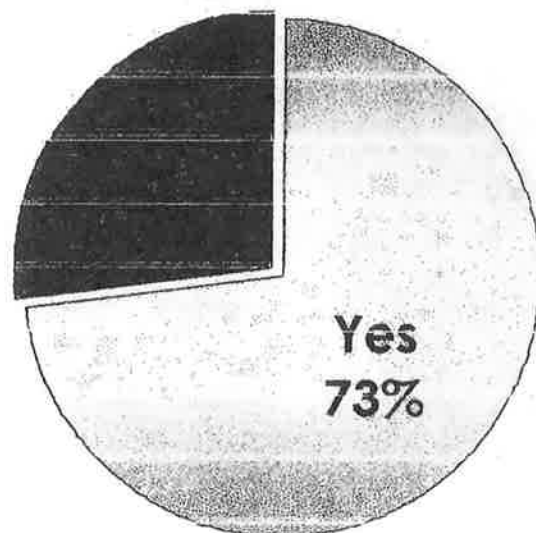
High awareness levels overall

Are you aware of...

Municipal Channel 15?



Community Channel 18?



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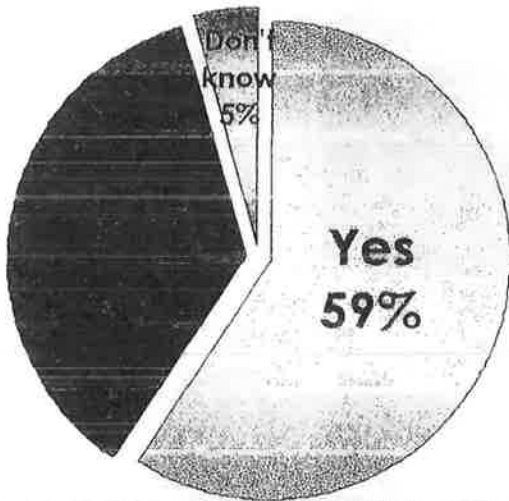


BIRMINGHAM AREA
Channel 15 & Channel 18

Over 50% of area is watching at some time

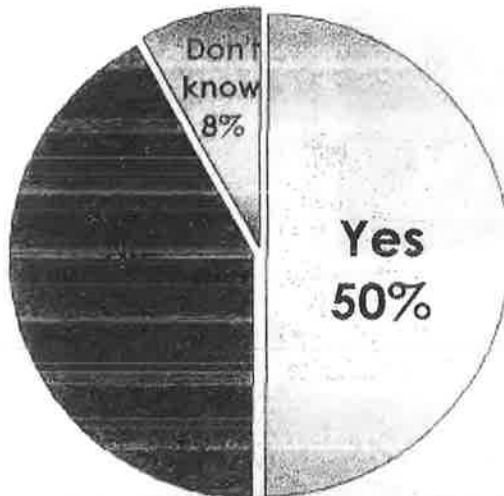
Have you ever watched programming on Municipal Channel 15 or Community Channel 18?
(Total respondents)

Municipal Channel 15



Of those aware of Ch. 15 = **75%**

Community Channel 18

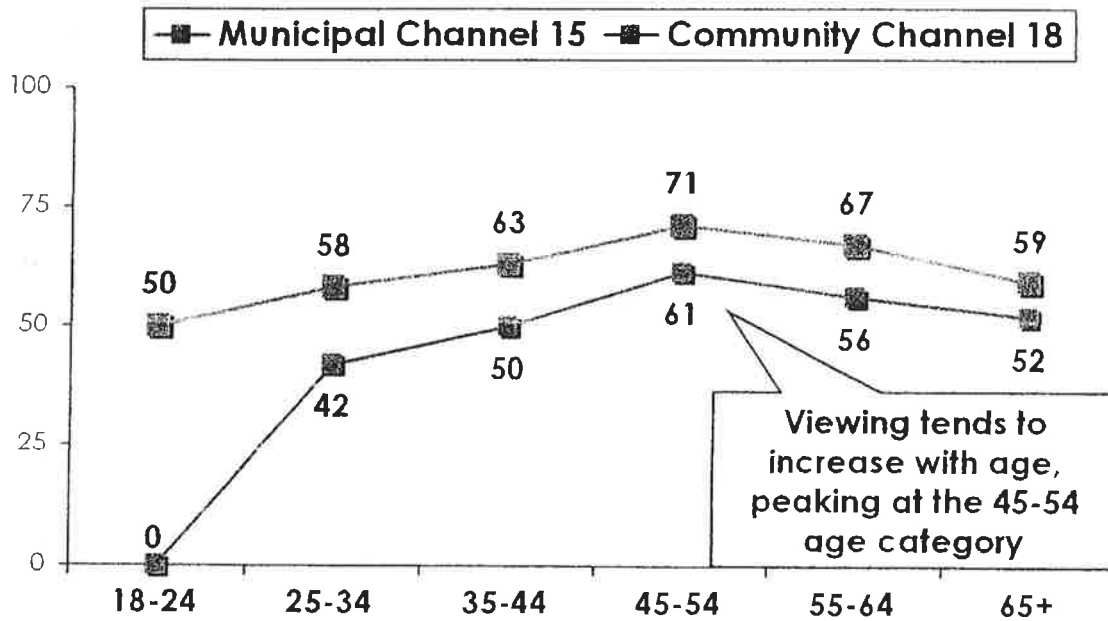


Of those aware of Ch. 18 = **67%**



BIRMINGHAM AREA
Channel 15 & Channel 18

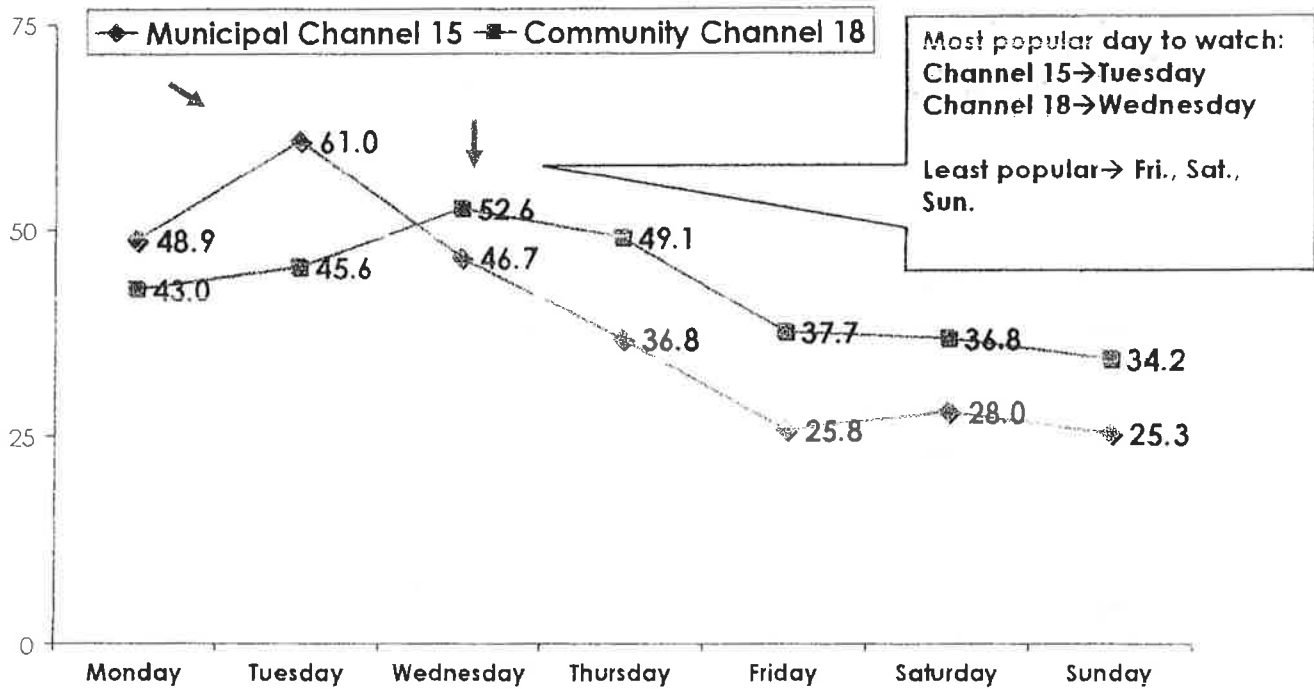
Viewing increases with age – peaks at 45-54





BIRMINGHAM AREA
Channel 15 & Channel 18

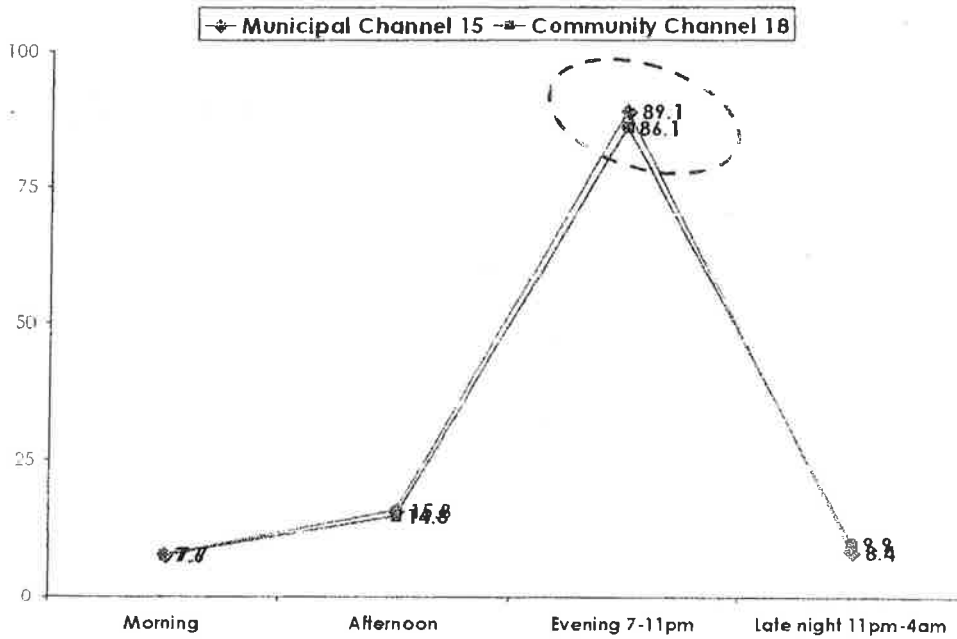
Tuesday/Wednesday are peak viewing days





BIRMINGHAM AREA
Channel 15 & Channel 18

Peak viewing time is 7-11pm

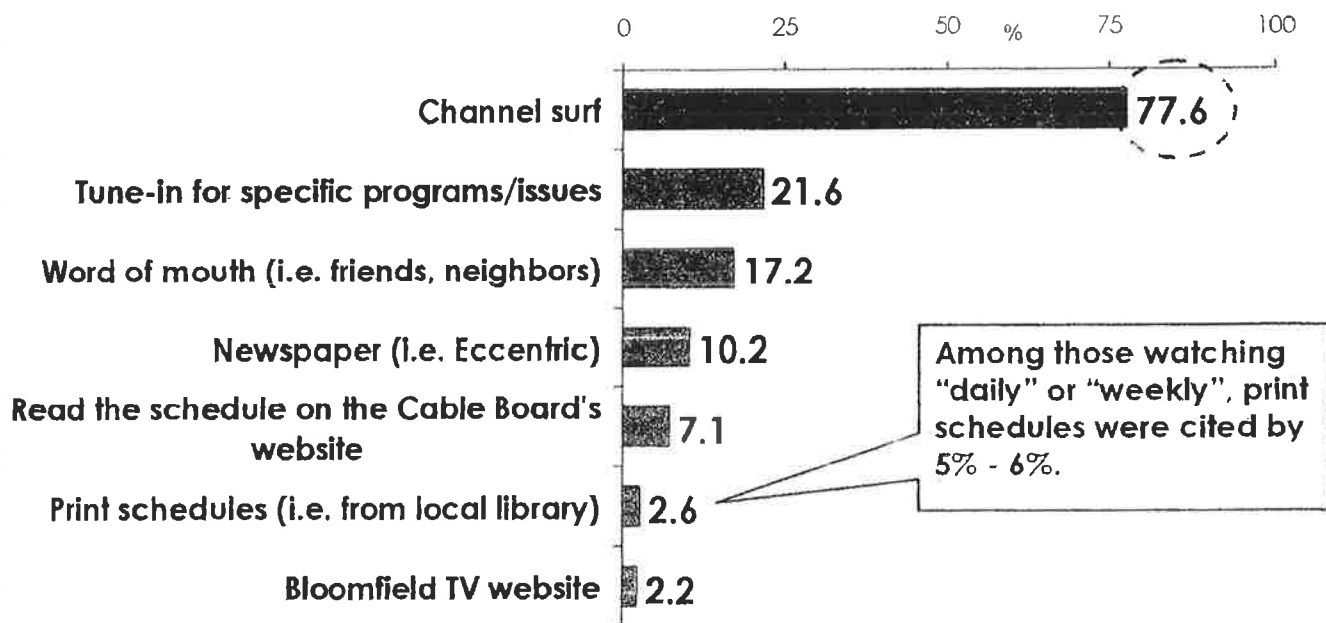


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BIRMINGHAM AREA
Channel 15 & Channel 18

Channel surfing is primary source of programming regardless of age or community

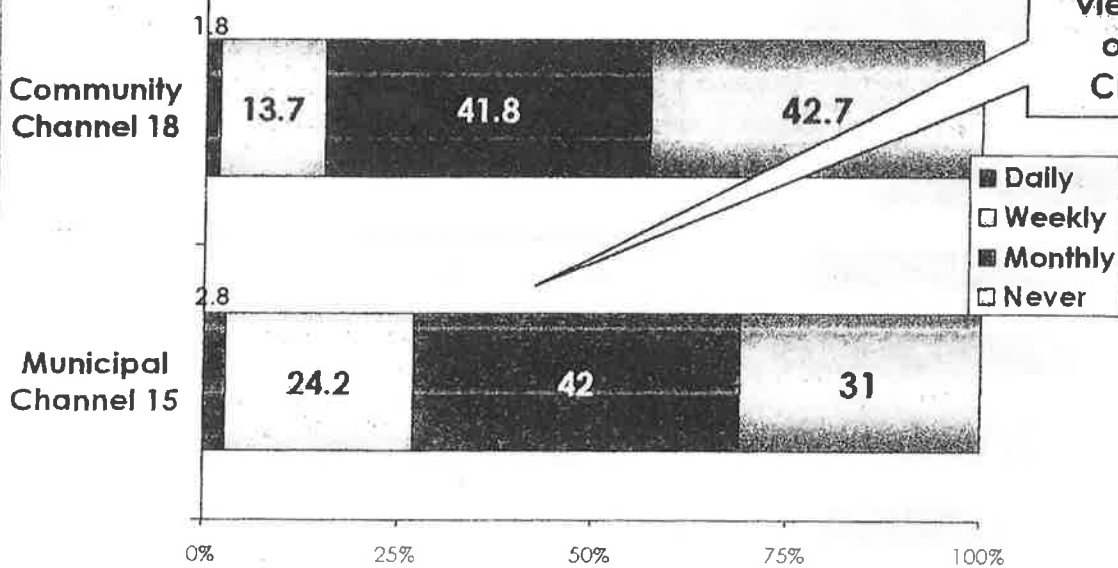




BIRMINGHAM AREA
Channel 15 & Channel 18

28% of viewers aware of Channel 15 are "regulars" (daily/weekly) compared to 15% for Channel 18

(Base: Those aware of the Channel)

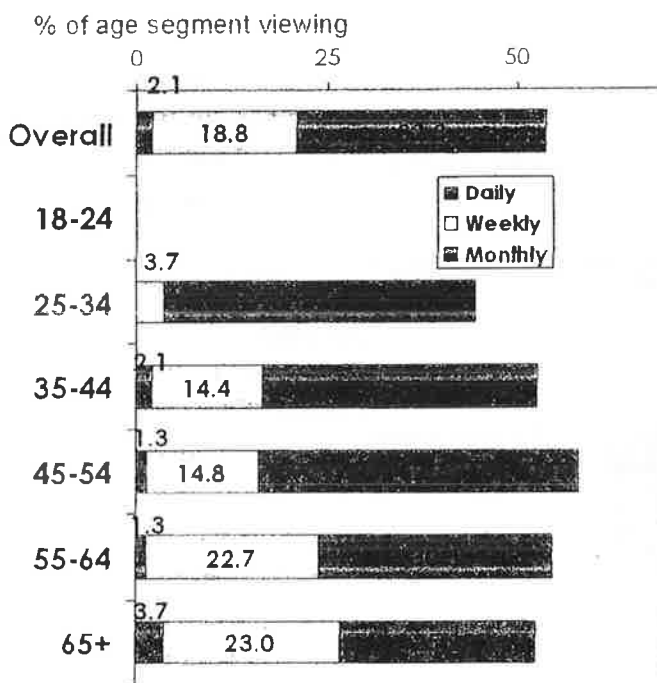


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BIRMINGHAM AREA
Channel 15 & Channel 18

Channel 15 offers "community insight" value



Watching Now

- Beverly Hills Board Meetings and Cable Board Meetings
- City Commission and Planning Board Meetings for Birmingham
- Commission Meetings, Board Meetings
- Birmingham City Commission and Planning Board Meetings

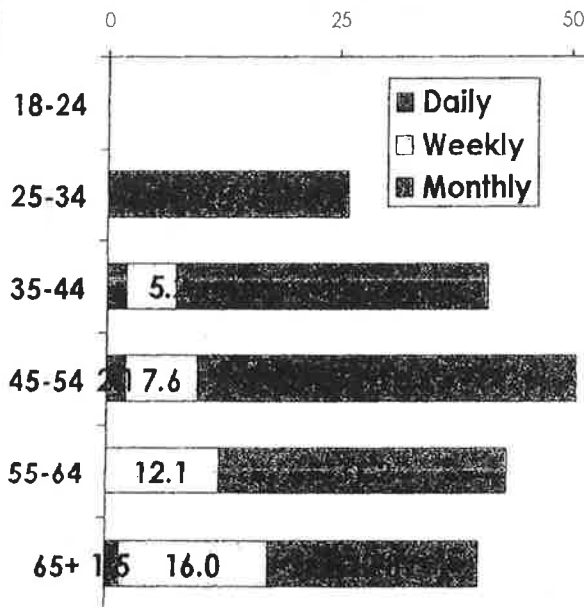
Would Like to See

- Anything community related: new retail stores that open, restaurants, park activities, art fairs, etc.
- Birmingham Seaholm sports-football
- Broadcast Bingham Farms Council Meetings
- Live Birmingham Planning Board, Birmingham Parks & Rec. Meetings



BIRMINGHAM AREA
Channel 15 & Channel 18

Channel 18 offers "education" value



Watching Now

- Anything health, travel or local events
- Community News, concerts
- Center for New Thinking, Eye on Oakland, Talk of The Town, Practical Law, H2O Oakland
- Sports and fitness programs and self help programs

Would Like to See

- Do it yourself type programming
- High school athletic events
- Parenting resource sharing
- Travel/Cooking
- Local comedy and theater programs
- Local court room cases involving local victims



BIRMINGHAM AREA
Channel 15 & Channel 18

Desired program types consistent between viewer types...

	Municipal Channel 15	Community Channel 18
Regular viewers (Watch "Daily" and/or "Weekly")	<ol style="list-style-type: none"> 1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Community News & Events 	<ol style="list-style-type: none"> 1. Lectures/Guest Speakers 2. Educational Shows 3. Current Issues Programs/Public Service Announcements AND Civic Events
Occasional viewers (Watch "Monthly")	<ol style="list-style-type: none"> 1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Community News & Events 	<ol style="list-style-type: none"> 1. Civic Events 2. Educational Shows 3. Current Issues Programs/Public Service Announcements AND Civic Events
Non-viewers (Would "maybe" watch)	<ol style="list-style-type: none"> 1. Community News & Events 2. Local Concerts/Parades 3. Local Election Programming/Local Candidate Forums 	<ol style="list-style-type: none"> 1. Civic Events 2. Educational Shows 3. Current Issues Programs/Public Service Announcements AND Civic Events



BIRMINGHAM AREA
Channel 15 & Channel 18

Desired program types consistent between ages.

	Municipal Channel 15	Community Channel 18
18-34	<ol style="list-style-type: none"> 1. Community News & Events 2. Local Council & Commission Meetings 3. Parks & Recreation Info 	<ol style="list-style-type: none"> 1. Educational Shows 2. Arts & Cooking/Dining 3. Health Education/Exercise Shows
35-54	<ol style="list-style-type: none"> 1. Local Council & Commission Meetings 2. Community News & Events 3. Local Election Programming/Local Candidate Forums 	<ol style="list-style-type: none"> 1. Educational Shows 2. Arts & Cooking/Dining 3. Civic Events and Health Education/Exercise Shows
55-64	<ol style="list-style-type: none"> 1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Community News & Events 	<ol style="list-style-type: none"> 1. Educational Shows 2. Civic Events 3. Arts & Cooking/Dining
65+	<ol style="list-style-type: none"> 1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Local Concerts/Parades 	<ol style="list-style-type: none"> 1. Lectures/Guest Speakers 2. Civic Events 3. Musical Presentations/ Educational Shows



DERBYSHIRE AREA
Channel 15 & Channel 18

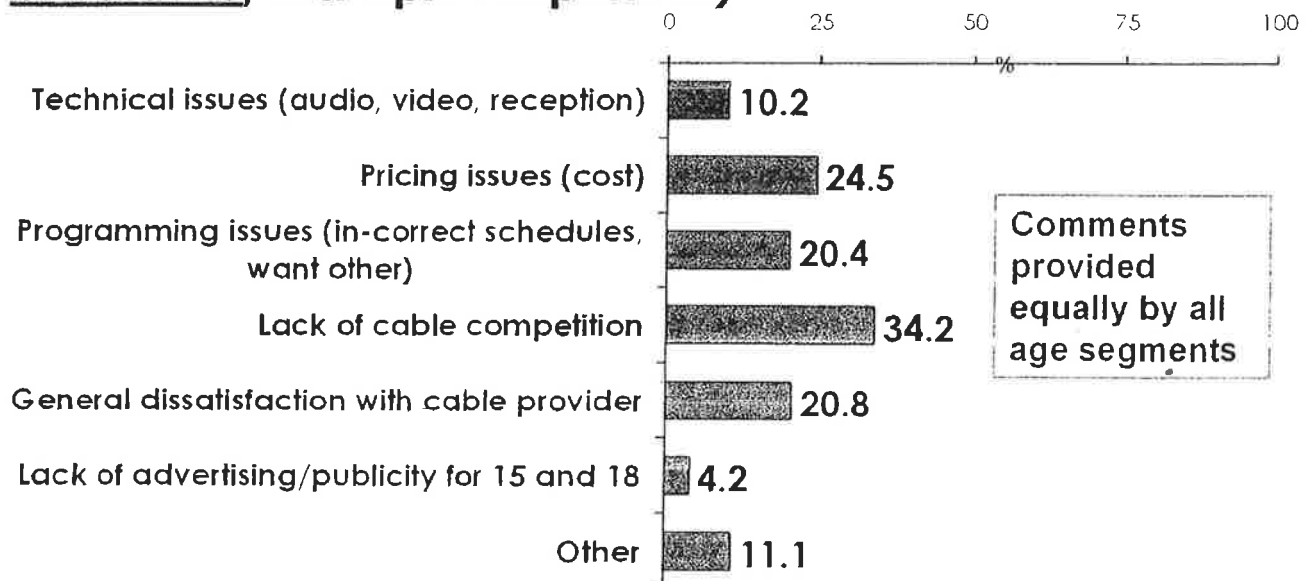
Other awareness issues...

- 34% are aware of production service capabilities – only 6% are interested in producing their own show
- Internet "replays" are given higher importance by small group of "regular" viewers – but only 18% overall consider them important
- 21% watch the electronic bulletin board (43% of "regular" viewers)
- One in 4 viewers is aware of the BACB web-site (40% among "regular" viewers)




BIRMINGHAM AREA
Channel 15 & Channel 18

**Any additional comments you would like to provide
BACB? (verbatim coded in "issue" areas n=216 or 31%
of returns, multiple responses)**





 BIRMINGHAM AREA
Channel 15 & Channel 18

Recap...

intellitrends

A Market Vision and Strategy Company



Birmingham Area Cable Board

Subscriber Survey

Final Report

Date: October 17, 2006



For: Birmingham Area Cable Board

Private & Confidential

The following is considered private and confidential and no other person or organization may copy any part of the following for purposes of implementation, discussion or forwarding to another organization without the prior consent of the above named person.

Overview

The following results are from the Subscriber Survey designed and implemented by the Birmingham Area Cable Board (BACB) and Intellitrends Market Research from September 6th through September 29th. The results are reflective of **696** surveys; 650 via direct mail and 46 on-line.

The objective of the study was to gather feedback from households in the BACB viewing area; Birmingham, Bingham Farms, Beverly Hills and Franklin, Michigan, relative to their perceptions, use and programming preferences for both Municipal Channel 15 and Community Channel 18.

Methodology

A total of 6,000 initial surveys were sent to a random sampling of households with outgo mailing representative of the percentage household representation in the viewing area. Due to it being a mail survey, no controls were available to establish quotas relative to age and/or community.

Response

A total of 696 returns were received, or 11.5% as compared to industry averages of between 2% and 5%. The distribution of those returns was strongly reflective of the distribution of households in the BACB viewing area according to recent U.S. Census Household data:

■ Community:

	Returns		% US. Census HH
Birmingham	41%	—————→	58%
Bingham Farms	6%	—————→	3%
Beverly Hills	44%	—————→	31%
Franklin	9%	—————→	9%

Executive Summary & Highlights

TV Programming Access

- 91% of respondents have cable television access as compared to 10% who cite they have satellite access. Access rates were consistent among all age segments over age 35. Cable TV penetration was also comparable between communities.

Awareness for Municipal Channel 15 and Community Channel 18

- Awareness levels for both community channels were high; averaging 76% for Municipal Channel 15 and 73% for Community Channel 18.
 - By community, awareness for both Channels 15 and 18 averaged higher in Beverly Hills and Franklin.

Viewing of Municipal Channel 15 and Community Channel 18

- Community programming plays a very strong role and is embraced by viewers. Overall, 60% of those in the BACB viewing area say they have watched programming on Channel 15 while 50% have watched programming on Channel 18.
 - Using a base of only those "aware" of the channels, it could be stated that 75% of those aware of Channel 15 currently or have watched, while 67% of those aware of Channel 18 currently or have watched.
- Viewer ship rates increase with age with highest viewing rates among those 45-54.
- Tuesdays and Wednesdays are the peak days of the week when viewers tune in (averaging between 50% and 60%) while Friday, Saturday and Sunday are the lowest viewing days averaging approximately one quarter to one-third of viewers.
- The peak time for viewing is the evening 7pm to 11pm time period with 89% of viewers stating that they typically tune in at that time. This was consistent regardless of channel or age segment.

Source of Information on Municipal Channel 15 and Community Channel 18

- "Channel surfing" was the leading source of information on Channels 15 and 18 and their respective programming. Regardless of age and or viewer frequency, channel surfing was cited by at least three quarters. The next highest was tuning into a specific program or issue that they were aware of while "word of mouth" was cited as third by 17%. Proactive messages regarding programming (i.e., print schedules, and BACB web-site) were cited by less than 8%. Even among those watching on a daily or weekly basis, print schedules were one of the least mentioned sources of awareness.

.....Channel 15 Viewership

- An average of 2.3% of those aware of the Channel 15 considers themselves "daily" viewers while an additional 24% are monthly viewers. In total, it could be stated that approximately 27% of Channel 15 viewers are "regular" viewers while an additional 42% are "occasional" (monthly).
- Channel 15 viewers are most apt to between 45 and 54, with decreasing viewership rates on both the older and younger sides.
- Peak viewing is Tuesday with 61% citing they tune in followed by Mondays at 49% and then a decreasing viewer ship from Wednesday forward. Friday through Sunday is the lowest viewing periods drawing in approximately one-quarter of viewers.
- Programming cited most often as being "watched" on Municipal Channel 15 were Board meetings, Commission meetings, Birmingham City Commission meetings and Planning Board meetings.
- When asked what additional programming they would like to see, viewers focused on "community" programming including school sporting events as well as additional government type meetings (i.e., Bingham Farms Council Meetings). (*See verbatim for specific comments*)
- When asked their likelihood to watch specific types of programming, viewers were consistent in their choice. Community and civic association meetings, Local election programming/Candidate forums and Community News and Events topped the list.
- Even among consistent current Channel 15 viewers, the preferred programming choices were comparable. Likewise, no significant preference differences were noted by age segment.

.....Channel 18 Viewership

- "Regular" viewer ship of Channel 18 is lower than that of 15; 16% as compared to 27% respectively. These viewers also peak in the 45-54 age segment with comparable patterns as Channel 15, but at lower overall viewer ship rates.
- An average of 1.8% of those aware of the Channel 18 considers themselves "daily" viewers while an additional 14% are monthly viewers. In total, it could be stated that approximately 16% of Channel 18 viewers are "regular" viewers while an additional 42% are "occasional" (monthly).
- When asked about what they currently watch on Channel 18, viewers most often mentioned local community educational programming (i.e., travel, health, local events, sports & fitness, etc.). Specific suggestions were given in terms of the type of programming they would *like* to watch, with focus once again on the same type programming genre – education. *See verbatim for specific comments*)
- When asked their likelihood to watch specific types of programming, Educational shows topped the list followed by Civic Events (i.e., parades, Veterans Day, Woodward Cruise) and Arts & Cooking/Dining. Programming directed at specific segments (i.e., youth, seniors, faith based, multicultural) had the lowest overall appeal to Channel 18 viewers.
- When asked about future programming, some preferences were noted dependent on their viewer "type." Regular viewers (daily, weekly) were more apt to cite Lecture/Guest speakers and Educational shows while occasional and non-viewers focused on Educational and specific Arts & Cooking/Dining programming. By age segment, younger viewers (under age 54) tend to seek out entertainment type programming while older segments (65+) were more likely to put Lectures/Guest Speakers or Civic events at the top of their preferred list.

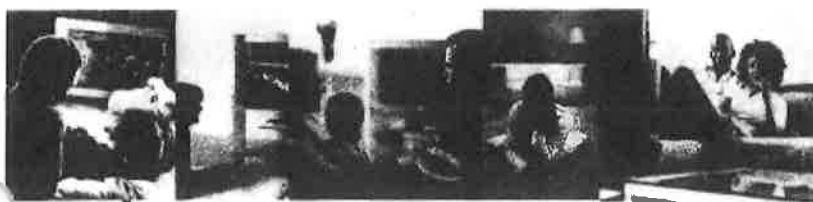
Reaction to additional BACB Opportunities for Viewers

- Thirty-four percent of respondents agreed that they were aware of the availability of services to create and produce their own cable TV programs. However, when asked if they would be interested, only 6% cited "yes." These adopters tended to be aged 45+.
- When asked the importance of viewing "replays" via web-streaming, only 18% of viewers considered them important while 46% cited that they were not important. However, viewed by Channel 15 "regular" viewers (daily, weekly viewers), a rating of 4-5 on a 1-5 scale, was given by one in three or 32%.

- When asked about viewing of the Electronic Bulletin Board, approximately 21% agreed that they did watch it. Among Channel 15 and 18 viewers, approximately 35%-40% stated that they did watch it and among "regular" viewers, it averaged 44%.
 - Those aspects most valued were information on local, school related events and the specific dates and times of meeting replays.

Awareness of BACB Web-site and Additional Comments

- Among BACB area respondents, only 19% agreed that they were aware of the BACB web-site where they could get program schedule information and learn more about the Cable Board. However among viewers of both Channels 15 and 18, awareness averaged 25% and increased to 40% among "regular" viewers.
- When asked for additional comments or any further thoughts, 216 or 31% of total respondents wrote in a specific comment. One third of the comments were directed at the issue of "lack of cable competition," while one quarter cited "pricing/cost" issues and 21% cited issues related to general dissatisfaction with the cable providers. Comments regarding technical issues (i.e., audio, video, reception) were noted by approximately 10% while 20% noted programming issues.



 **BIRMINGHAM AREA**

Channel 15 & Channel 18

Birmingham Area Cable Board Subscriber Survey

Detailed Results



October
2006

intellitrends

A Market Vision and Strategy Company



Channel 15 & Channel 18

Overview

- Survey the Birmingham Area Cable Board (BACB) service area to capture community feedback on local cable programming Municipal Channel 15 and Community Channel 18
- 6,000 direct mail survey in addition + web-based survey link advertisement to the Birmingham, Bingham Farms, Beverly Hills, and Franklin area
- Random selection of sampling representative of the household distribution of each community in viewing area

Returns

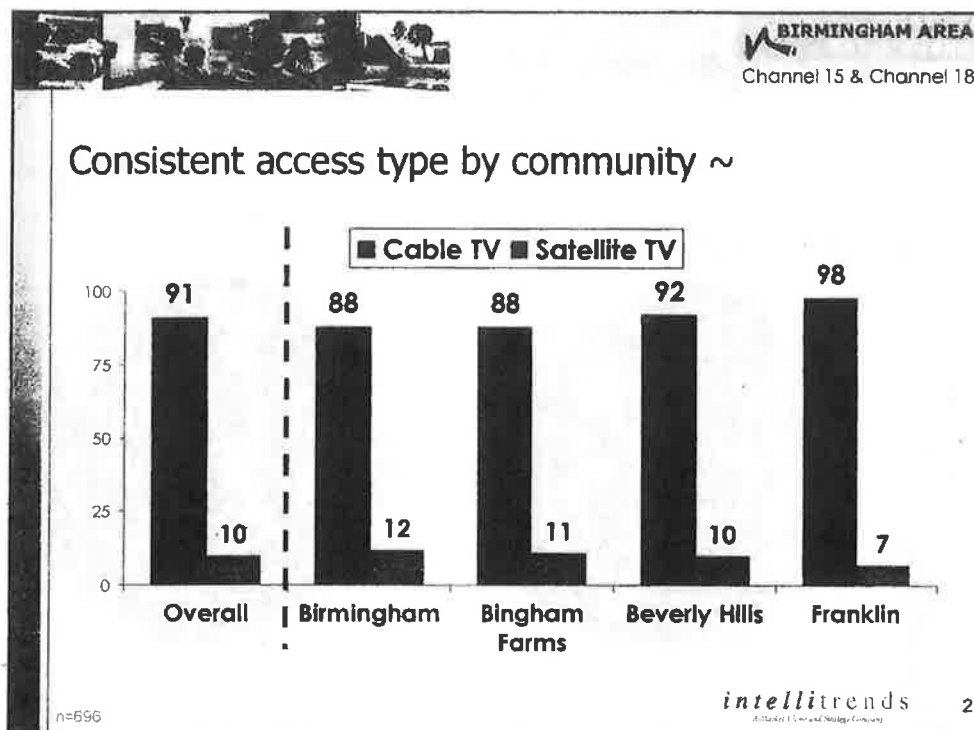
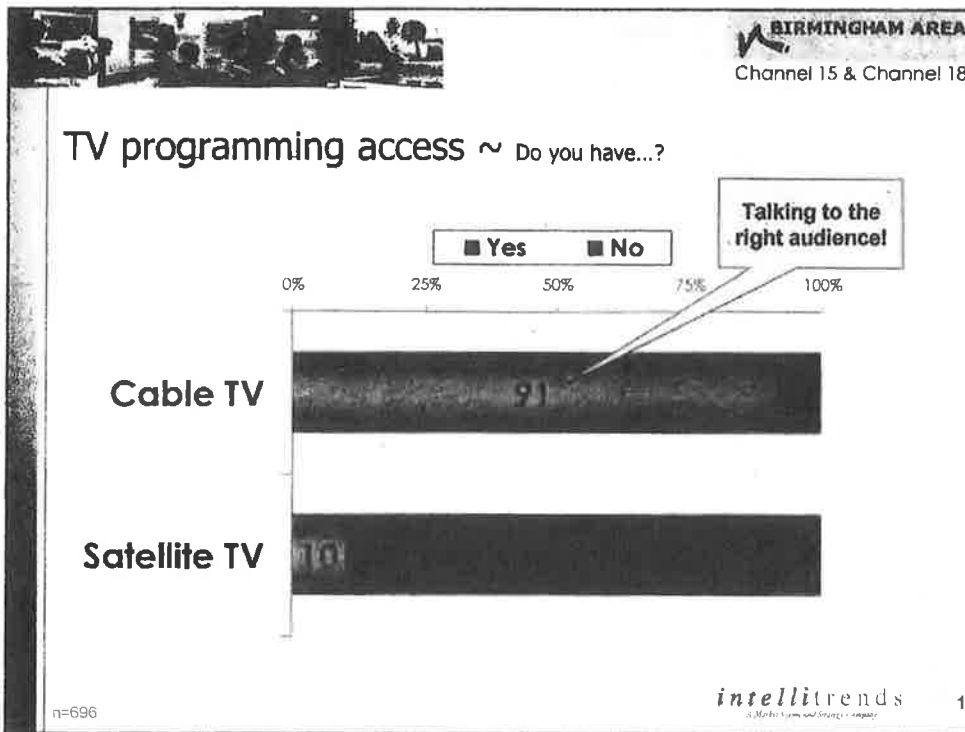
- Survey's collected Sept. 5th thru October 2nd
n=696 respondents = 11.5% return rate
 650 direct mail
 46 online (7%)

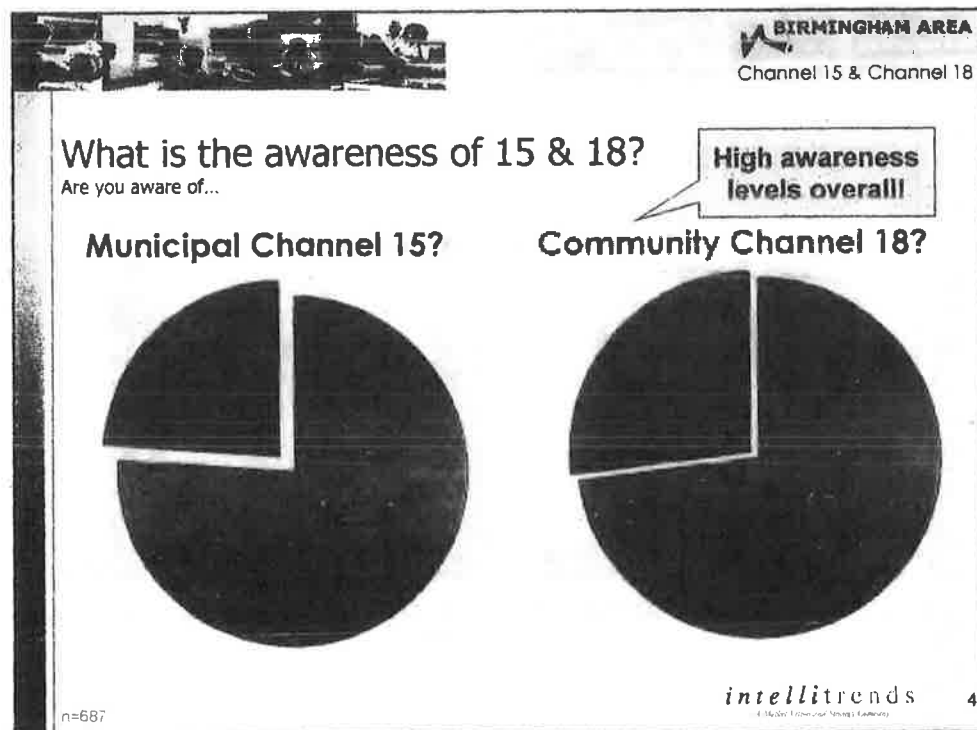
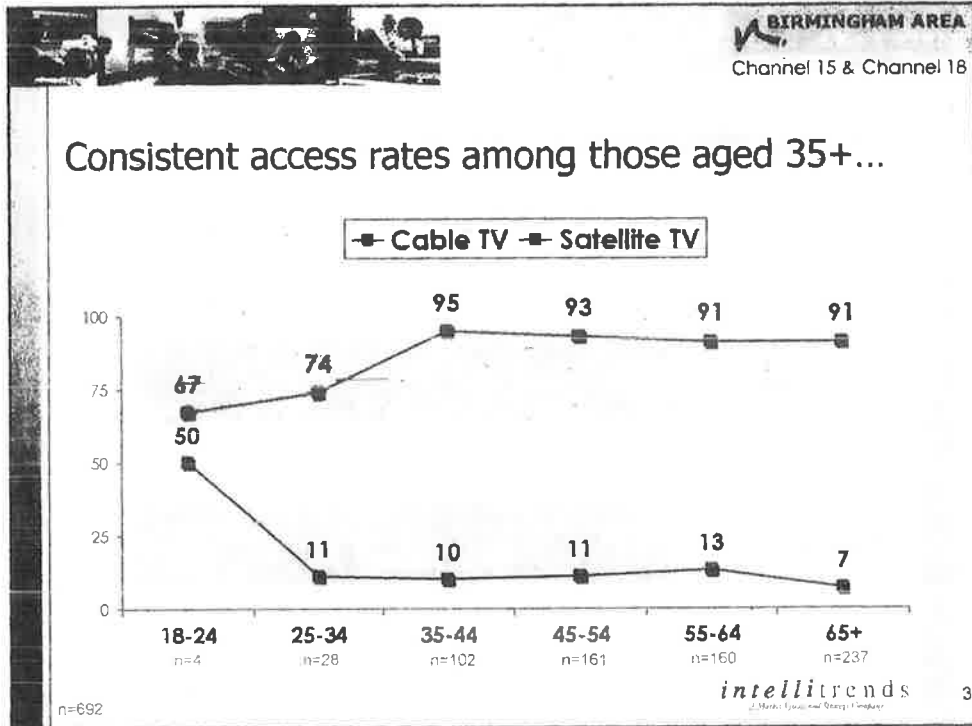
Community:

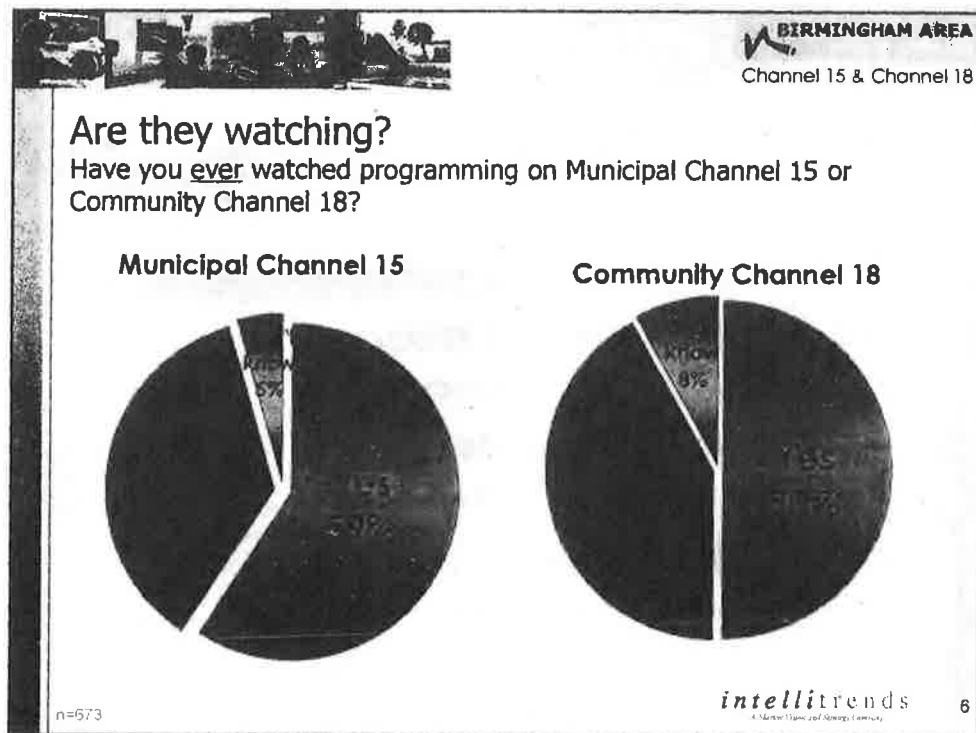
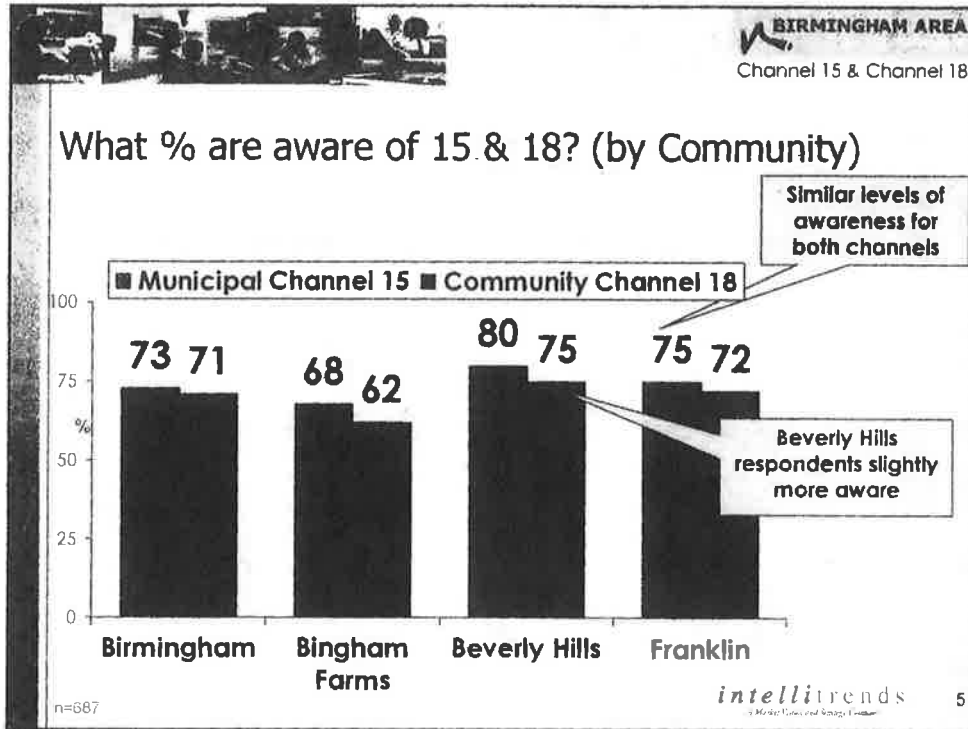
	Returns	% US. Census HH
Birmingham	41%	58%
Bingham Farms	6%	3%
Beverly Hills	44%	31%
Franklin	9%	9%

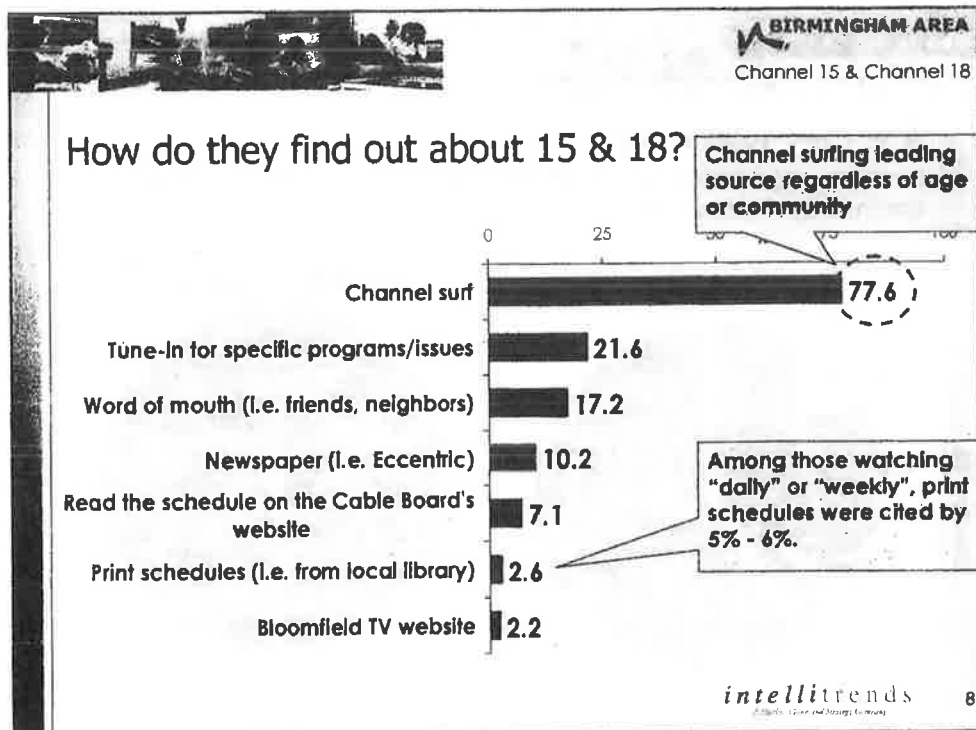
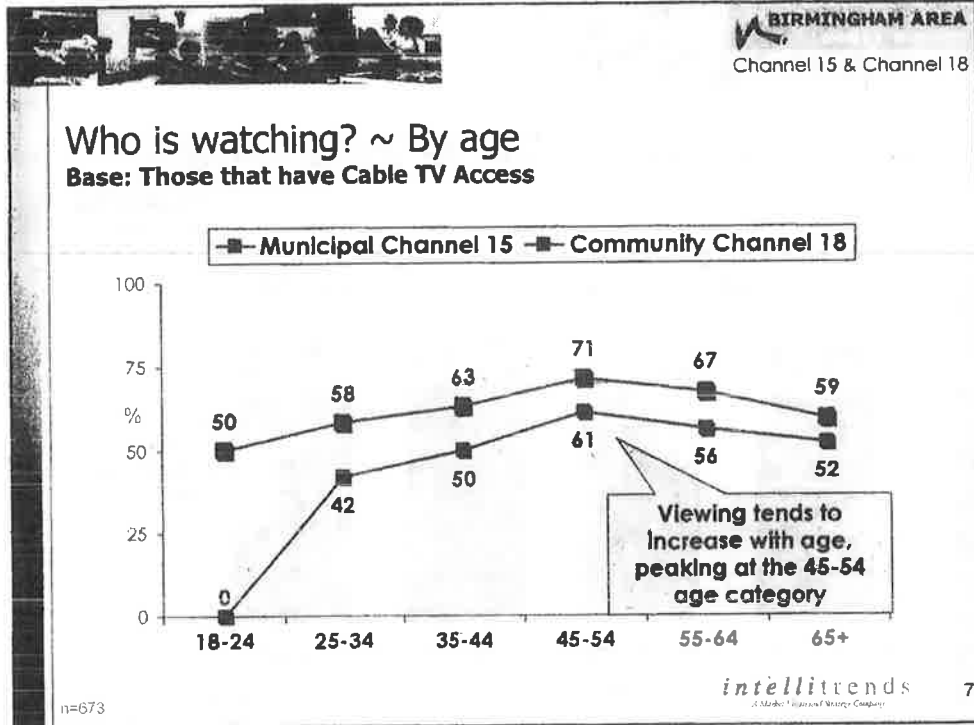
Household Composition:

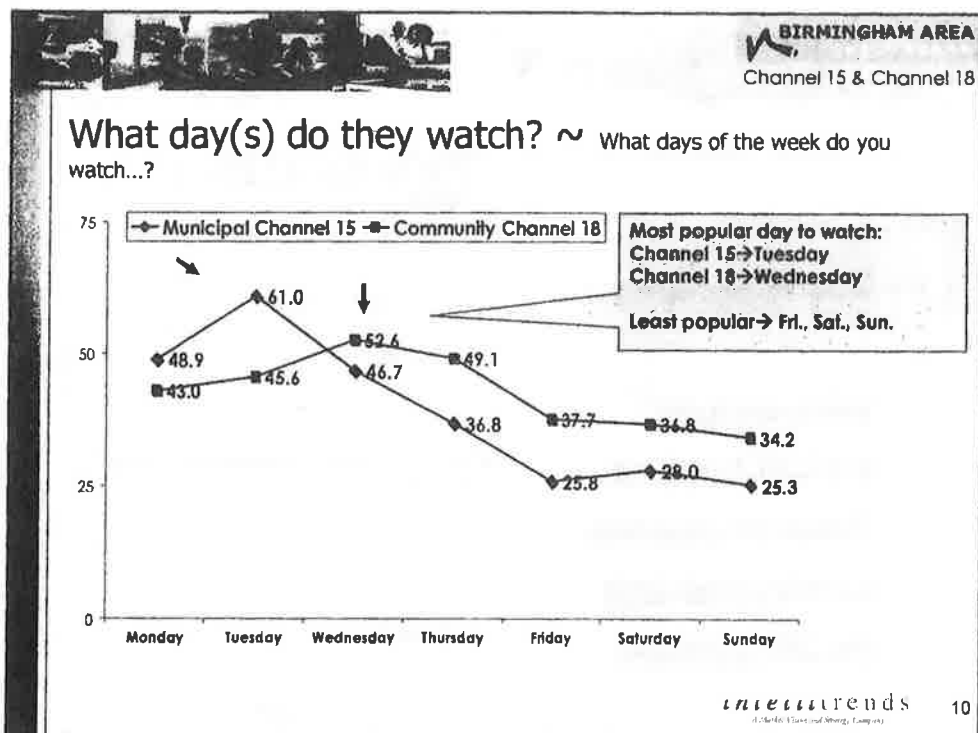
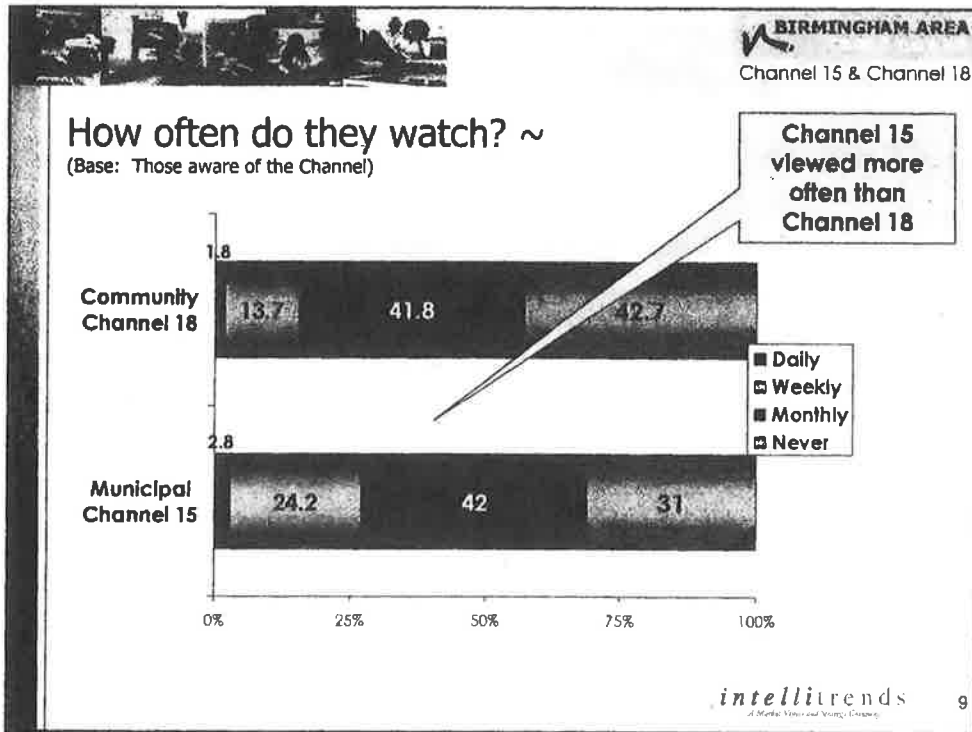
1 adult	24%
2 adults	47%
1 adult w/children	1%
2+ adults w/children	28%

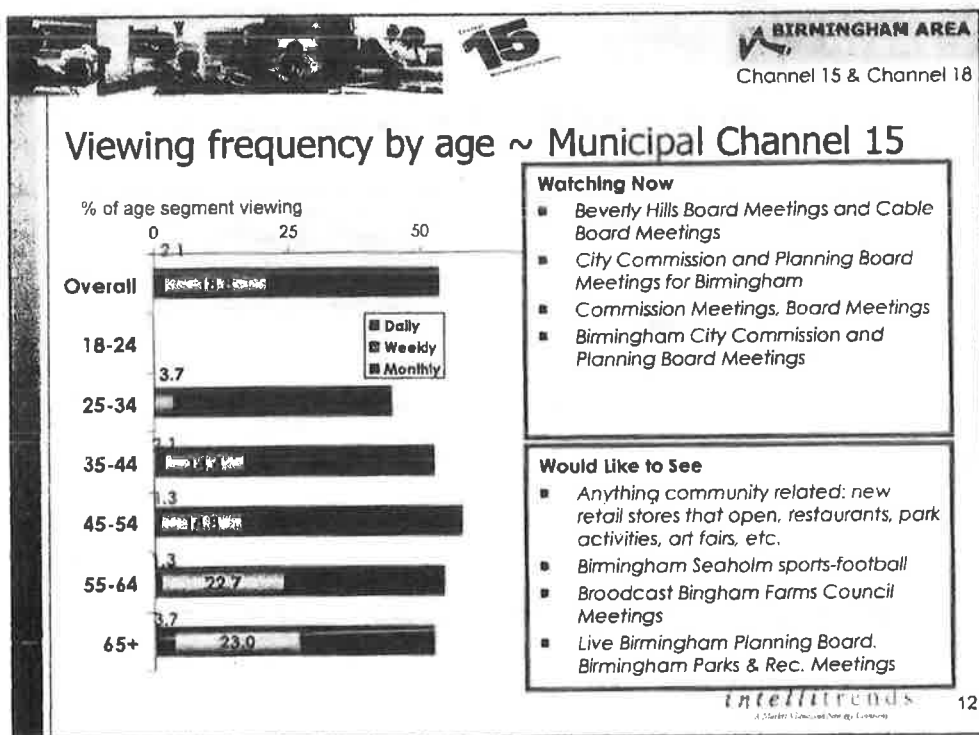
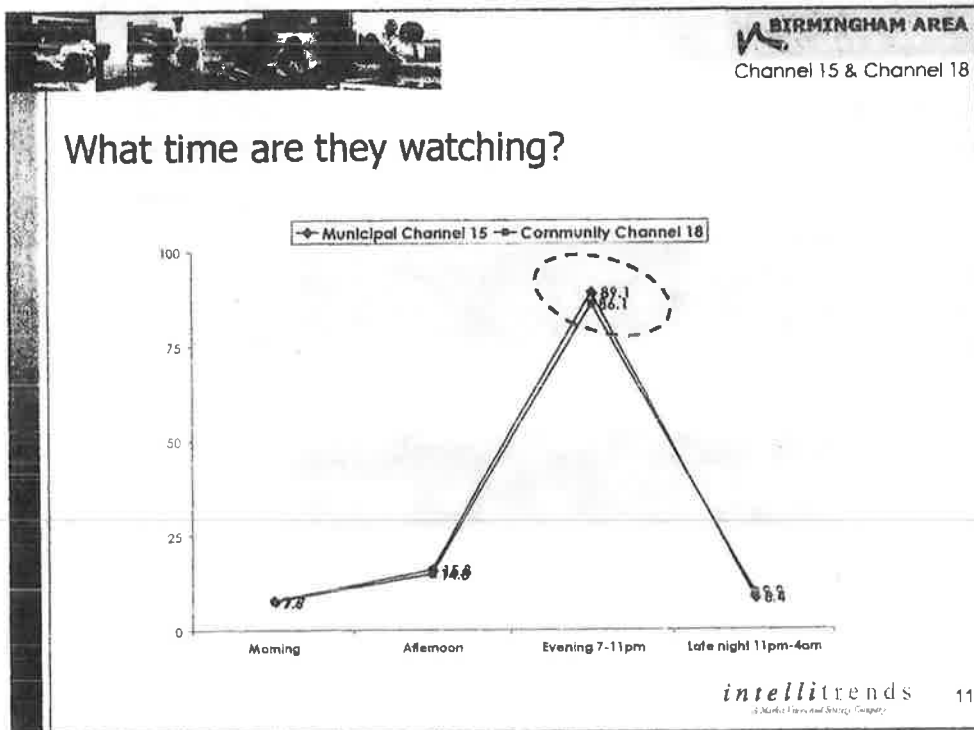


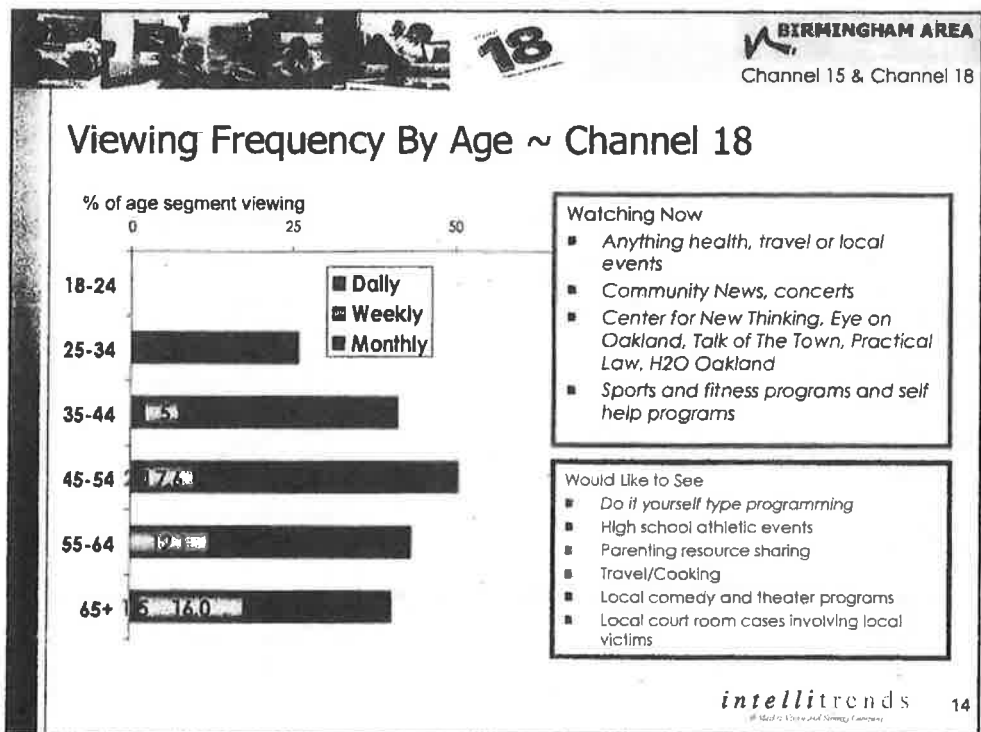
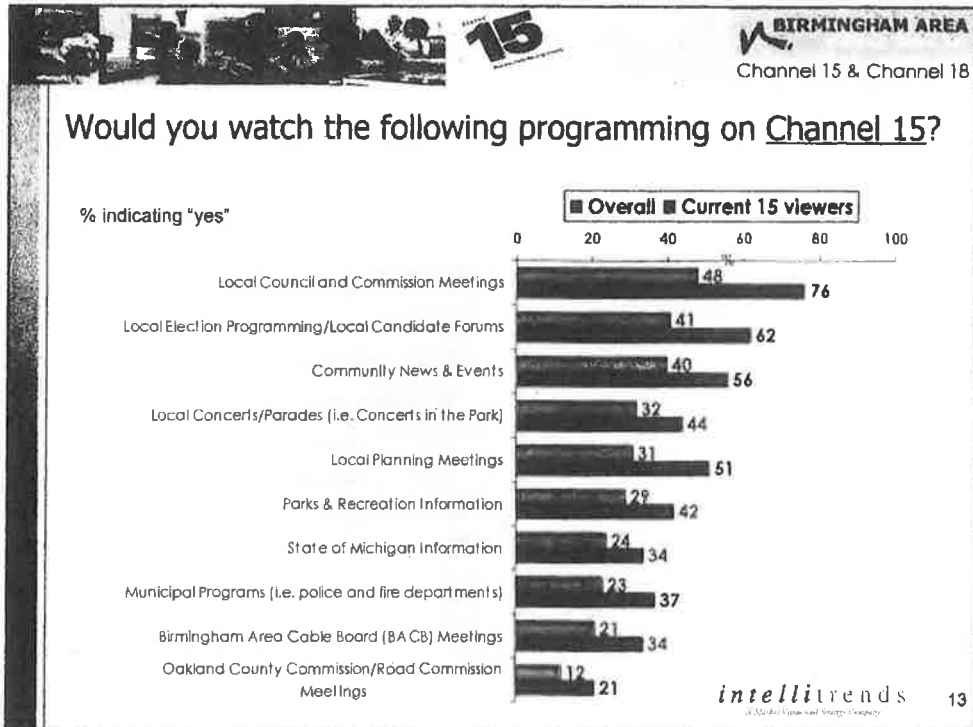


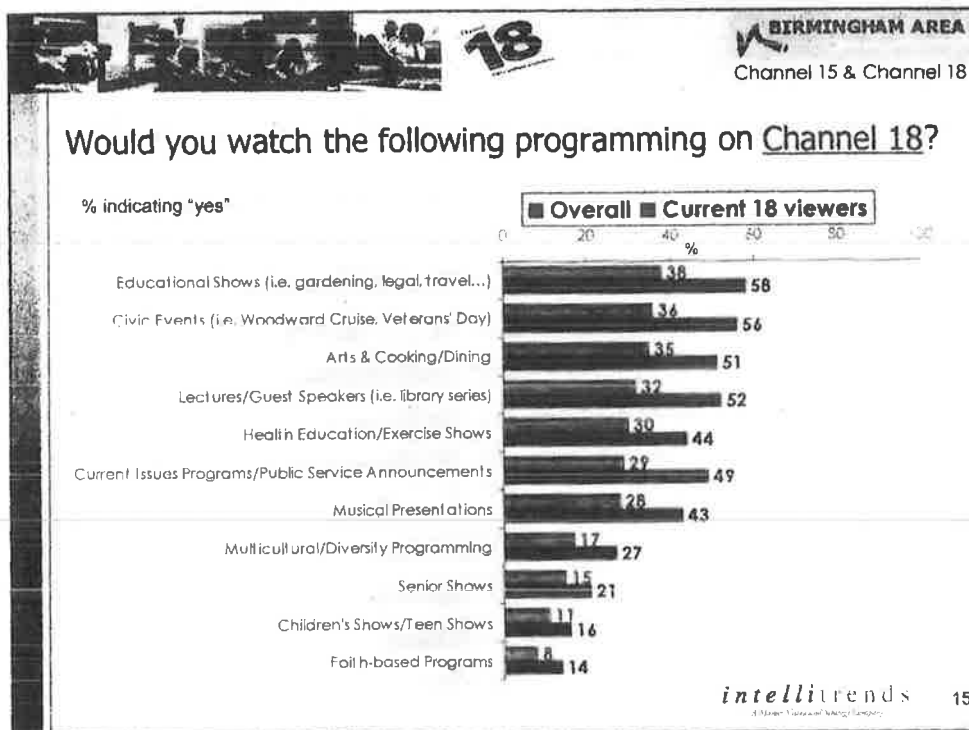













BIRMINGHAM AREA
Channel 15 & Channel 18

Top Program Types ~ "Yes, would watch" by Viewer

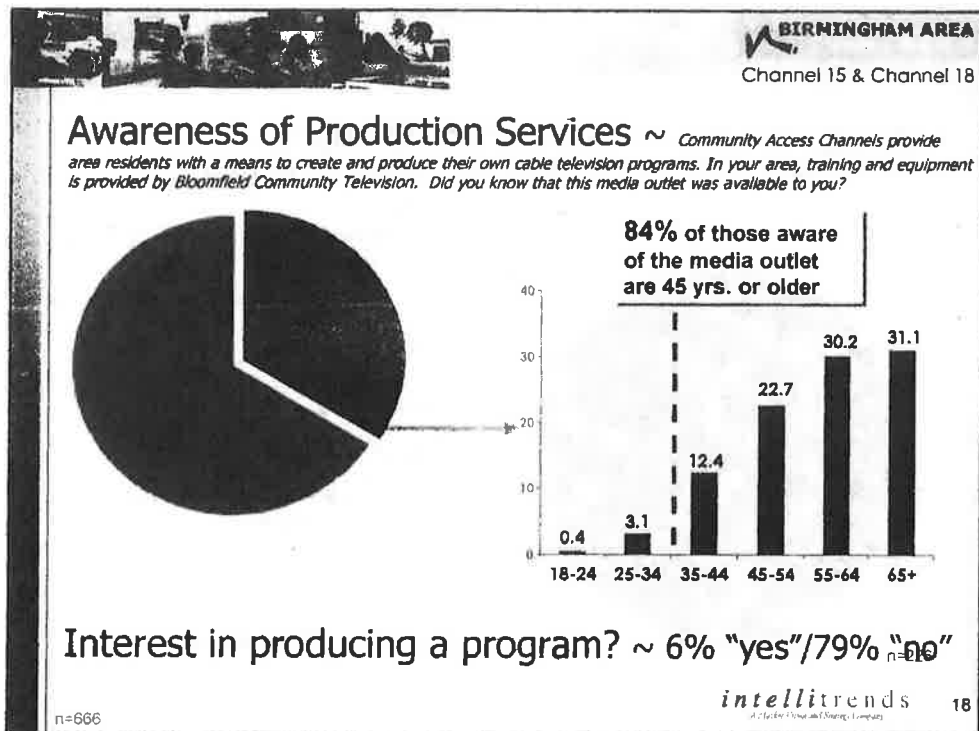
	Municipal Channel 15	Community Channel 18
Regular viewers (Watch "Daily" and/or "Weekly")	1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Community News & Events	1. Lectures/Guest Speakers 2. Educational Shows 3. Current Issues Programs/Public Service Announcements AND Civic Events
Occasional viewers (Watch "Monthly")	1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Community News & Events	1. Educational Shows 2. Civic Events 3. Arts & Cooking/Dining
Non-viewers (Would "maybe" watch)	1. Community News & Events 2. Local Concerts/Parades 3. Local Election Programming/Local Candidate Forums	1. Arts & Cooking/Dining 2. Educational Shows 3. Civic Events

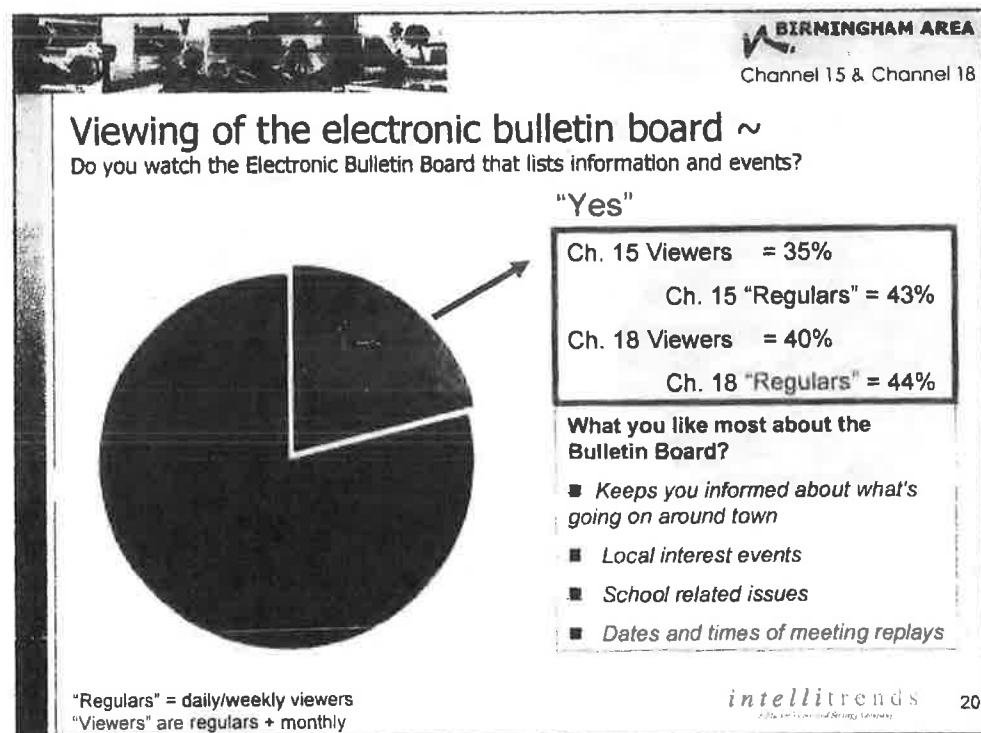
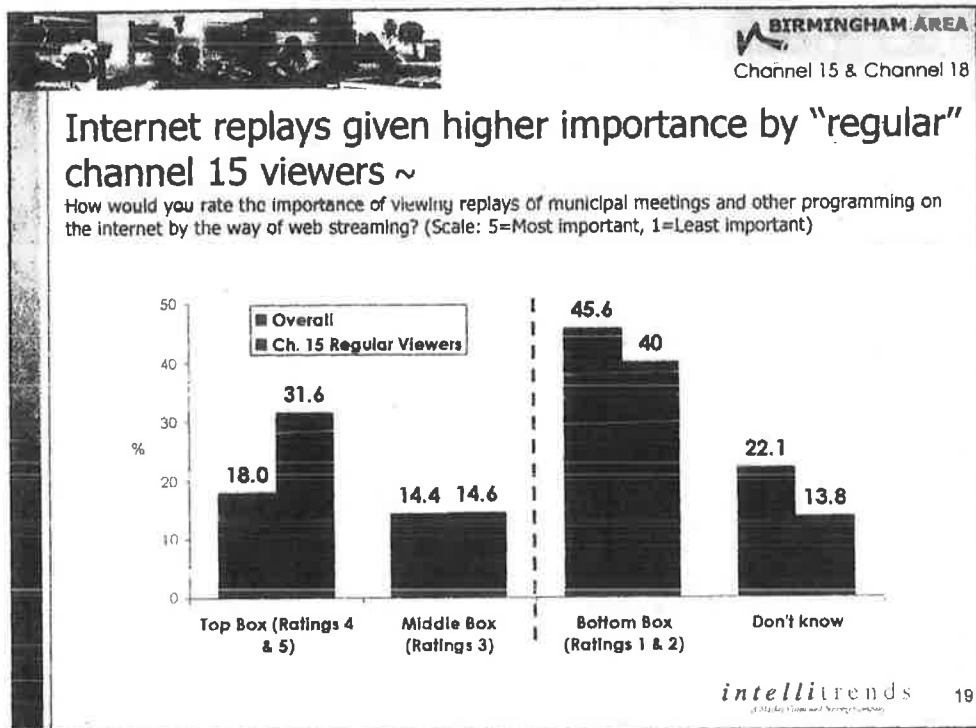


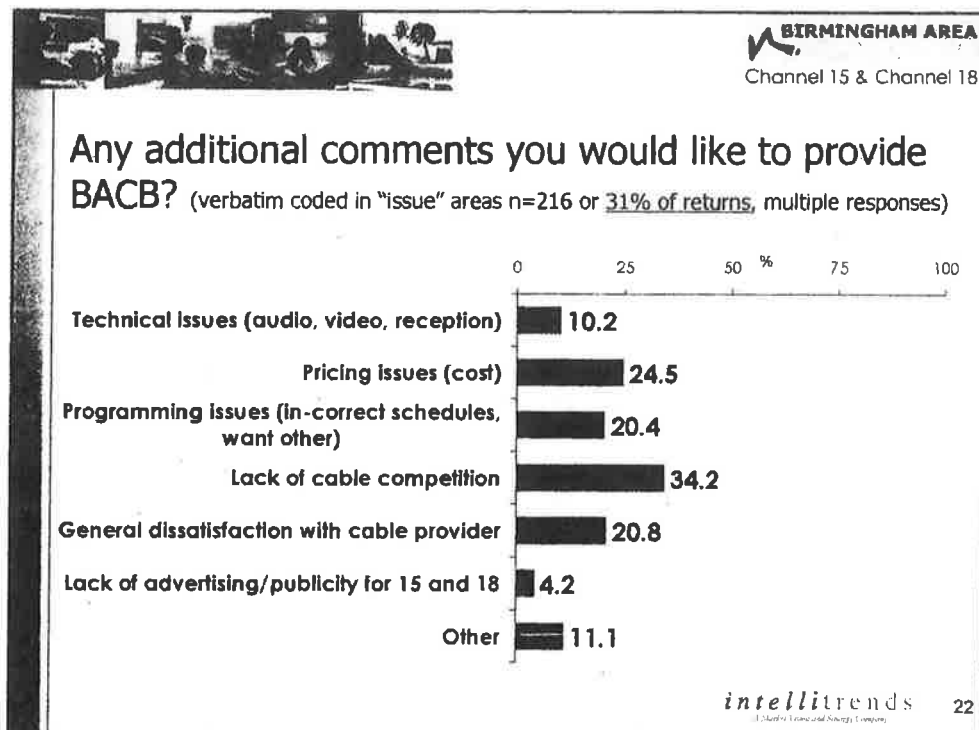
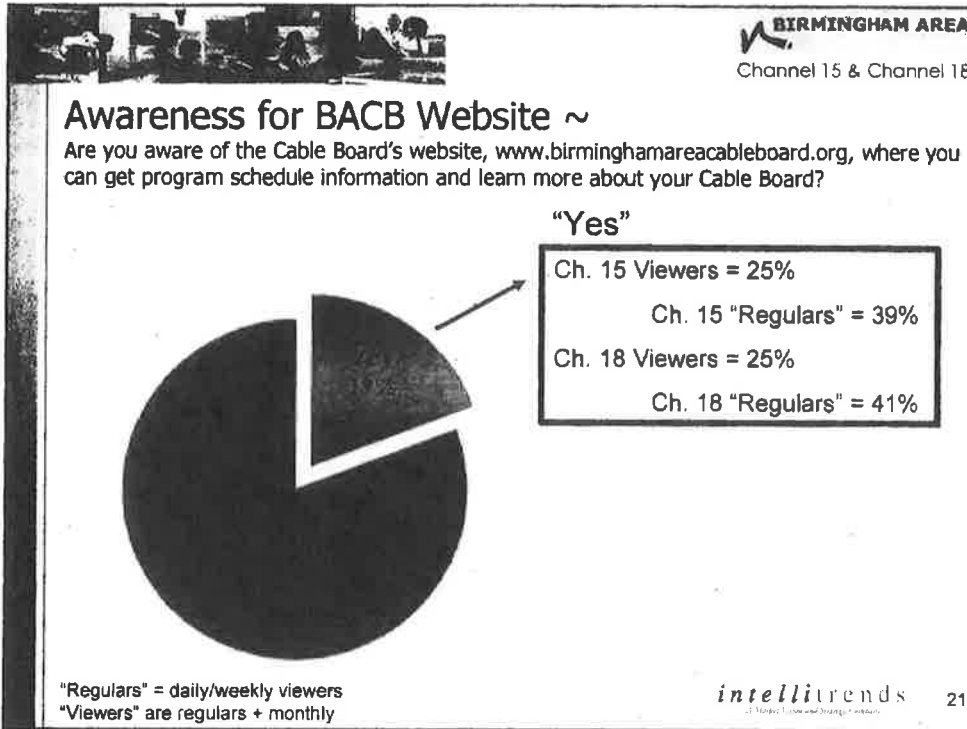
BIRMINGHAM AREA
 Channel 15 & Channel 18

Top Program Types ~ "Yes, would watch" - By Age

	Municipal Channel 15	Community Channel 18
18-34	1. Community News & Events 2. Local Council & Commission Meetings 3. Parks & Recreation Info	1. Educational Shows 2. Arts & Cooking/Dining 3. Health Education/Exercise Shows
35-54	1. Local Council & Commission Meetings 2. Community News & Events 3. Local Election Programming/Local Candidate Forums	1. Educational Shows 2. Arts & Cooking/Dining 3. Civic Events and Health Education/Exercise Shows
55-64	1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Community News & Events	1. Educational Shows 2. Civic Events 3. Arts & Cooking/Dining
65+	1. Local Council & Commission Meetings 2. Local Election Programming/Local Candidate Forums 3. Local Concerts/Parades	1. Lectures/Guest Speakers 2. Civic Events 3. Musical Presentations/ Educational Shows







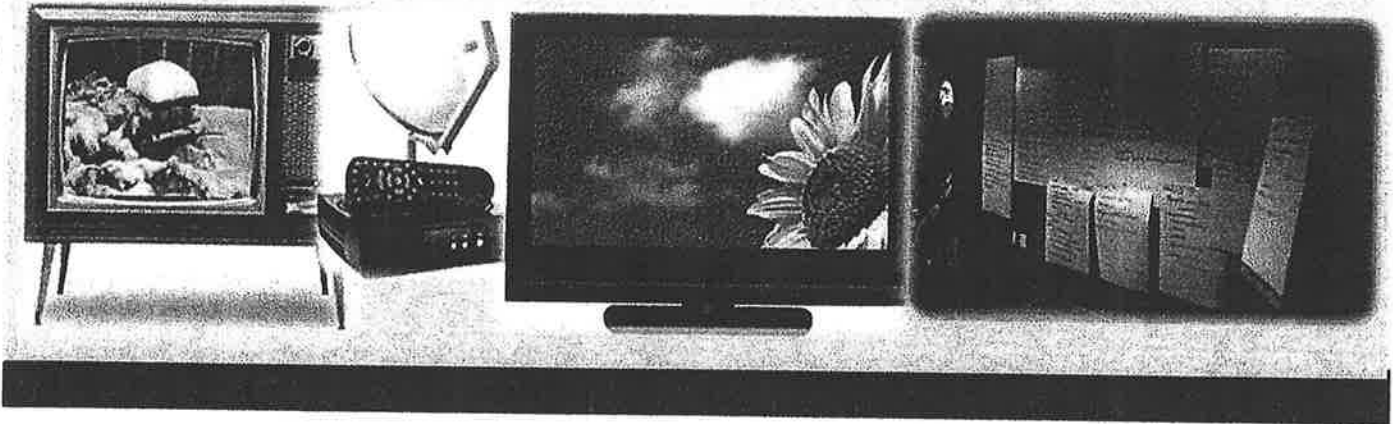
**BIRMINGHAM AREA
CABLE BOARD**



15

18

Strategic Planning Session:
Birmingham Area Cable Board
November 4, 2009



intellitrends

intelligence. insight. impact.



BACB Strategic Planning Session
November 4, 2009

Overview

On November 4, 2009 the Birmingham Area Cable Board (BACB) participated in an all day Strategic Planning session facilitated by Intellitrends (Clarkston, MI). The purpose of the session was to explore, and refocus the role of the BACB for the next 5 years. The output from the session was to: 1.) Re-focus and refine the *updated* role of the BACB and 2.) Create a plan with short and long-term goals that would support this new vision.

The focus and intent of the meeting was announced to the public via the BACB website which also allowed the public to provide feedback. This invitation was open for three to four months prior to the meeting. To date, no comments have been received from the public. It was felt that this may indicate a lot of uncertainty going forward.

BACB Participants

Those BACB Board Members participating in the Strategic Planning session were:

Present:

1. **Bob Borgon:** Has been with BACB for 16 years. He is currently the Executive Director (1 year), but spent 8 years as the Chairperson is the sole employee of BACB.
2. **John Decker:** A Board Member for the past 5 years. Professional Focus: Attorney
3. **Lew Eads:** A Board member for the past 18 months. Professional Focus: Retired Marketing and Sales Consultant
4. **Jeffrey Heldt:** A Board member for 3½ years. Professional Focus: Attorney
5. **Dave Lurie:** A Board member for approximately 4 weeks. Professional Focus: Magazine Publishing (on-line/digital)
6. **Ken McFadden:** A Board member for 1 year. Professional Focus: Sales, publishing, sports, and aircraft
7. **Elaine McLain:** A Board member for 5 years currently serving as Chairperson. Professional Focus: Consumer Advocacy
8. **Gordon Thorsby:** A Board member since July 2009. Professional Focus: Technology Sales. Prior public service includes the City commission.



Current Situation

To begin the session, Board Member participants were each given the opportunity to describe their understanding of the current position and role of the BACB, the potential vision and what they wanted to achieve through the strategic planning session:

It was acknowledged by all that the cable industry has changed dramatically in the last 15 years; viewed internally by some as a “hodgepodge” or a collection of many communication options including Internet, mobile phones and other hand-held devices. For many years, BACB has been viewed as a primary leader and advocate for consumers in the quickly evolving cable industry, often receiving calls from multiple communities across the U.S. regarding their effectiveness and resulting successes. With the rapid explosion of communication technologies, coupled with increasing competitive offerings and shifting regulations for communication providers, BACB must now re-focus their role for continued long-term effectiveness.

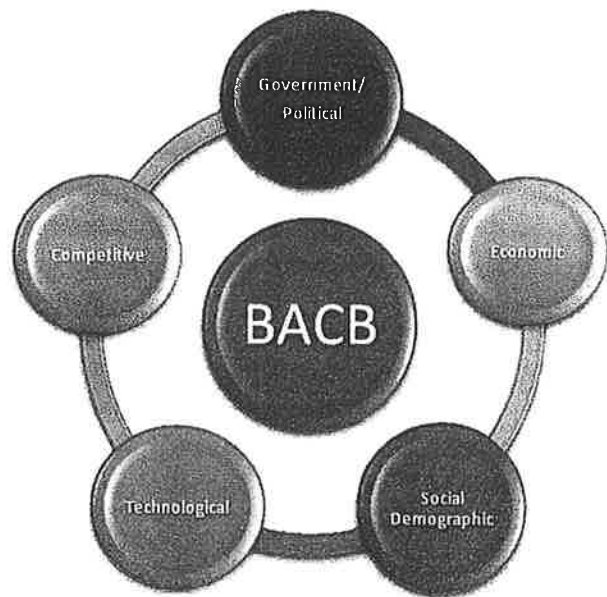
Desired outcomes of the Strategic Planning Session:

- **To redefine BACB’s direction and/or commitment within their charter**
 - Redefine the inter-local agreement (ILA) with the municipalities
- **To develop a plan that is actionable**
 - Establish five focused goals that collectively support the BACB mission
 - Explore how BACB can address the changing technologies within their role
 - Develop a unified central plan with strategies, new mission statement, and an agreement from the members on the Board’s direction and how to get there
 - Define a new mission that acknowledges changing dynamics
- **To communicate “value” constituency**
 - Continue and improve the complaint resolution process
 - Distribution of PEG funds
 - Continue to proactively seek best ways to serve the public: 1) have these Boards or 2) go back to the public as an educating body
- **To more effectively communicate with providers**



Environmental Scan: Dynamics Impacting the Role of the BACB

In order to focus future possibilities for the BACB, an initial *environmental scan* was completed; a comprehensive assessment of all dynamics that could positively or negatively impact BACB's current role or could provide opportunities for BACB to be more effective.



Government/Political

- Limitations on ILA (Inter-local agreement)
 - Complexity of decisions regarding revenue sharing
 - Uncertainty of length of revenue stream
 - Changing legislation and technology may diminish BACB's voice; BACB has limited authority
- No national organizations to look to support from: The national organizations are crumbling, they have no money to fund any longer)
 - Uncertain role, future of NATOA
 - Fragmented/weak industry organizations
- The unknown future of the cable and communications industry with the state increasing their involvement
 - Conflicting legislation at both federal and state level
 - PA480
 - i. Has impacted the potential effectiveness of BACB
 - ii. Is contrary to the best interests of consumers
 - iii. Affects funding by taking away the individual community's ability to negotiate with providers
 - iv. Does not filter down to the consumers
- State government acting slow or being nonreactive to changing trends
 - Restrictive legislation at state level (ability to deal with complaints)
 - Lack of accountability of government to voters
 - Perceived bias toward service providers (no voice to debate with providers)



Economic

- Cable prices continue to increase as economy continues to stall
- Increased consumer awareness and concerns regarding price increases
- Impact on those with fixed incomes
- Distribution of BACB funds
 - Complexity of revenue distribution to communities (i.e., police, fire, schools, etc)
- Lack of effective competition



Social/Demographic

- Increasing importance of education but facing decreasing revenue streams (State budget cuts)
- Rapid evolution of technology
 - Ability of consumers to “keep up”
 - Older consumer getting farther behind technologically
- Pressuring demands on community budgets
 - Education (schools, school programming)
 - Public services (Police, fire, library, senior centers)
- Unique needs of key demographic segments (youth, seniors, unemployed)
 - Young people (i.e. teens to 30)
 - Exposure and acceptance of “reality TV” formats, increased desire to voice your opinions/free speech, diverse audiences
 - Desire for Community oriented programming?
 - Cynicism of government – How does this impact future government programming?
 - Young to Middle aged consumers (30-50)
 - Life-stage creates stronger connections to community
 - Strong desire for community oriented information (school athletics, community events, government)
 - Strong involvement/exposure to education (schools, athletics, scholarship programs, learning programs)
 - Middle to older aged consumers (50+)
 - Keeping up with changing technologies/changing providers
 - Minimal growth or fixed incomes against increasing prices
 - Increased complexity of choices



Technological

- Evolving access and delivery modes
 - Internet access news
 - Internet as a primary news/entertainment conduit
 - Hand-held devices
- Unknown road of technology?
 - Far more choices = complexity
 - Innovation (some groups gravitate towards change)
- Fragmented information/fragmented mediums/fragmented audiences
 - Too much information
 - Constantly changing information vehicles (YouTube, Twitter, Hulu, Social networks)



Competitive

- Potential loss of “surfing position” (primary mode that consumers find Channels 15 and 18 – 2006 Community Survey)
 - If absorbed under Comcast, Channels 15 and 18 could become 915 and 918 greatly decreasing their “surfing” viewers
 - U-verse relegates PEG to Channel 99 (outside the basic tier)
- Role of live streaming online?
 - How traditional delivery and live streaming can “co-exist” together
- Production facilities within school systems
 - Defining guidelines to provide grants for program production and equipment, while staying within the BACB mission



The NEW VISION FOR BACB

BACB's Founding Core Values:

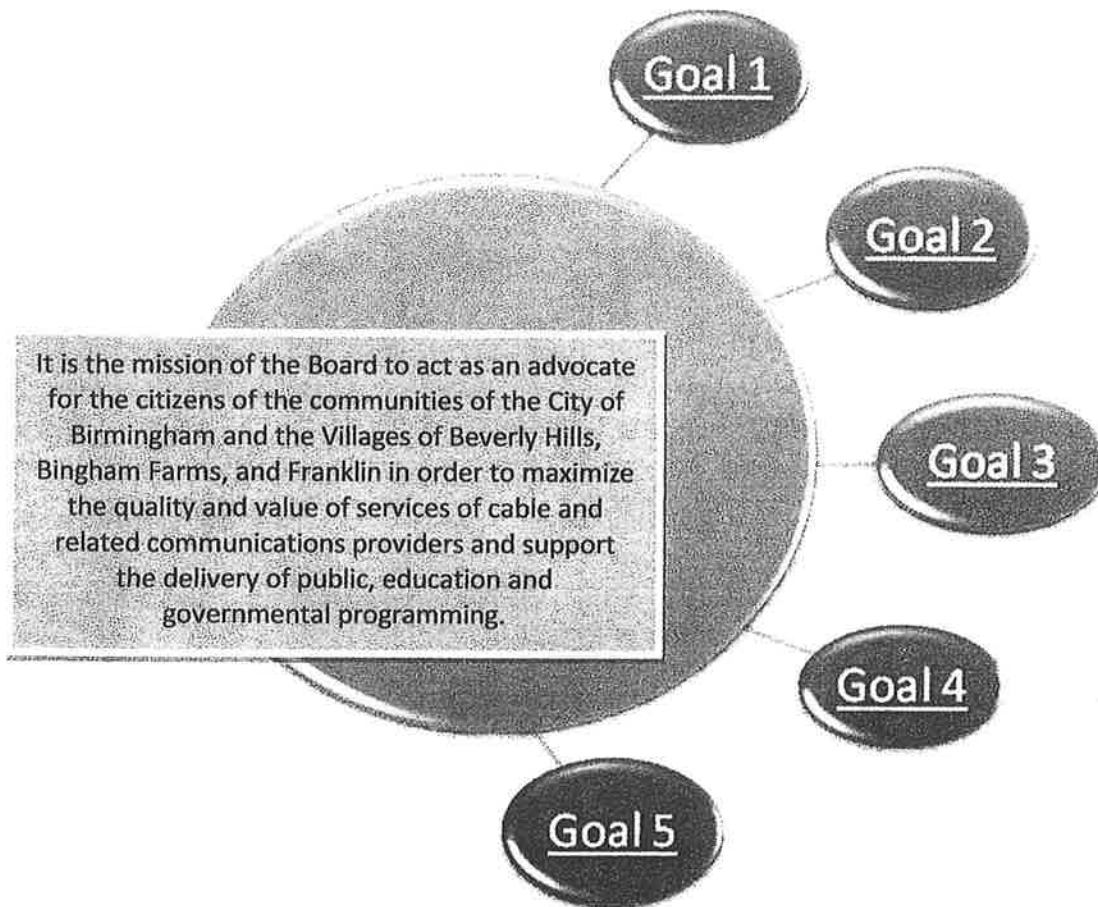
1. Local cooperation (among the 4 communities) for the purpose of sharing resources
2. Advocacy for the citizens of the 4 communities in dealing with cable providers
 - In which areas? Managing the contract relationships.
3. Ensure access to community programming
4. Monitor revenues for effective utilization
5. Develop programming for two TV stations (government and community)
6. Provide PEG

Ensuring Long-term Relevancy:

1. **Community Advocacy** – providing a voice of the community citizens
 - Problem resolution (with 2 providers) at a micro and macro level: Individual level and Government/Community level
 - Segments of citizens need a voice: 1) at the low end-elderly & low tech individuals; and 2) at the high end-HD and iPhone users
2. **PEG Advocacy**– reflect diversity / individuals
3. **Encourage Competition** – encourage an environment that would enable competitive providers to enter into 1 or 2 of the 4 communities.
 - Offer an Open Policy to ensure openness for consumer choice.
4. **Oversee and manage revenue stream** for the benefit of BACB and its communities; and be responsible for its use (good stewards)
 - Funding for those requests that fall within the Mission of the BACB



Revised Mission Statement for BACB





Goal 1

Update the ILA (inter-local agreement)

It is the mission of the Board to advocate for the City of Birmingham and the Villages of Beverly Hills, Bingham Farms, and Franklin and their citizens in order to maximize the quality and value of services of cable and related communications providers and support the delivery of public, education and governmental programming.

Background:

The ILA is a contract between the four municipalities which allows for economies of scale; confers authority to the BACB to undertake the franchising simultaneously; gives rules for the use and access to channels; and sets the percentages of monies that goes to each community.

Overall, the goal of the ILA is to get the best cable service at the lowest cost.

The original ILA was written in 1982, and includes additional addendums, which were written in 1991 and 2001.

The ILA also allows for the BACB to accept other duties as assigned by the communities.

Strategies:

As allowable by "applicable law", to broaden the scope of the inter-local agreement to include and expand on other communications beyond "cable only":

1. **Redefine to include inclusion of internet protocol; DSL; 3G/4G wireless; Broadband and applications for mobile devices**
2. **Proactively communicate and educate the public on changes to the BACB role**

Next Steps:

- Meeting
- Agree upon items to be included
- Draft the document
- Present to Legal (Tim)
- Legal review
- Present to approving entities



Continue to improve upon and streamline the complaint process

It is the mission of the Board to advocate for the City of Birmingham and the Villages of Beverly Hills, Bingham Farms, and Franklin and their citizens in order to maximize the quality and value of services of cable and related communications providers and support the delivery of public, education and governmental programming.

Background:

Consumers typically come to BACB when they feel that they are unable to get satisfactory resolution to problems with Comcast. Results from the 2006 Community Survey showed that problems with customer service, pricing and poor problem resolution for major issues for consumers. Complaints are more visible now because of recent technology and provider changes.

BACB is currently the second line of defense for a segment of consumers who are aware of BACB and its role with cable providers. Over the past two years, the complaint process has been improved with the average response time within approximately 24 hours.

Currently, the number of complaints, outstanding, and resolves are addressed with cable providers on a meeting by meeting basis.

Strategies:

1. **Update the 2006 Community Survey to measure the change in communications access (i.e., cable, satellite, Internet) as well as re-measure viewership of Channels 15 and 18 with emphasis on identifying opportunities to increase awareness for programming, production facilities and the role of the BACB**



Goal 3

**Communications Strategy for
Promoting BACB**

It is the mission of the Board to advocate for the City of Birmingham and the Villages of Beverly Hills, Bingham Farms, and Franklin and their citizens in order to maximize the quality and value of services of cable and related communications

providers and support the delivery of public, education and governmental programming.

Background:

The current cable/telecommunications landscape has a plethora of options and choices for consumers. One element of acting as an advocate for the citizens is to provide them relevant, timely, and clear information regarding choices, impacts, limitations, and advantages. Additionally, in order to strengthen the ability of the board to act as an ombudsman for the communities, it is necessary to build support through the citizens, the supported municipalities, state legislators, and federal oversight agencies. This support may consist of meetings, pamphlets, the BACB web site, letters, social media and any other communications channels. Optimal impact can be achieved through networking and interacting with other cable boards within the state to leverage areas of common concern to present a unified voice in areas of public policy and legislation.

Strategies:

1. **Develop Social Media strategy → share broadcasts on YouTube**
2. **Draft a Letter of Progress to subscribers**
3. **Educate the Public → Build relationships to get public advocacy back on track; public outreach**
4. **Promote and influence legislation**



Goal 4

Enhance Content Programming to build Viewership (PEG)

It is the mission of the Board to advocate for the City of Birmingham and the Villages of Beverly Hills, Bingham Farms, and Franklin and their citizens in order to maximize the quality and value of services of cable and related communications providers and support the delivery of public, education and governmental programming.

Strategies:

1. **Promote quality programming**
2. **Provide family-friendly content / community highlights**
3. **Provide more content for the youth market**
4. **Build a network of PEG programming with other communities**

To what degree do we promote PEG?

Driving viewership is a slippery slope: hot topics, controversial; quality over time trumps quantity

With the demise of the local newspapers, PEG becomes the main conduit

*Performing Goal 4 will augment Goal 3



Goal 5

Review the Educational Component (will be reviewed while working on Goal #4)

Background

PEG revenue currently comes from consumer fees associated with their cable bills. Determine the optimum distribution of PEG funds that are consistent with the Mission statement.

PEG funds are designated for capital improvements and equipment.

Strategies:

1. Explore options to increase school involvement using PEG money such as High School broadcast classes which are currently being cut
2. Explore additional grant opportunities for schools/students
 - Determine programs for grants
 - Identify if there is a formal application process
 - Review to see if it needs updating
 - Review the legal/political implications of potential grants

It is the mission of the Board to advocate for the City of Birmingham and the Villages of Beverly Hills, Bingham Farms, and Franklin and their citizens in order to maximize the quality and value of services of cable and related communications providers and support the delivery of public, education and governmental programming.