

BIRMINGHAM AREA CABLE BOARD MEETING

Wednesday, December 15, 2021 at 7:45 am

***Village of Beverly Hills

Council Chambers***

18500 W. 13 Mile Road

This meeting will be held IN PERSON

1. Roll Call
2. Approve Meeting Minutes for Cable Board Meeting of November 17, 2021-M
3. Public Comments
4. Audit Presentation by Plante & Moran
5. Approval of Amendment to BCTV Contract-M
6. Committee Reports
 - a. Cable Action Committee
 - b. PEG Committee
 1. Purchase of equipment for WOW upgrade-M
 2. Purchase of internet service for WOW upgrade-M
 3. Approval of BCTV Filming Winter Sports Events-M
7. Executive Director's Report
8. Provider Related Topics
 - a. Comcast
 - b. AT&T
 - c. WOW
9. BAPA/BAMA Report
10. Old Business
11. New Business
12. Public Comments
13. Board Comments
14. Adjourn

BIRMINGHAM AREA CABLE BOARD MEETING MINUTES – November 17, 2021

McLain called the meeting to order at 7:45 AM. in the Village of Beverly Hills Municipal Building at 18500 W. Thirteen Mile Road.

Present: McLain, Fenberg, Eick, Abraham – Birmingham
Gugni, Kamoo, Tootell, Henry – Beverly Hills
Absent: Mydloski, Shand, Cleary
Also Present: Gojcaj – Attorney for Cable Board
Rota and Black – Bloomfield Community Television

McLain requested that the order of two (2) items on the agenda be switched: 4. Reimbursement Request – Village of Beverly Hills and 5. Board Elections.

Motion by Eick, seconded by Gugni to approve the proposed switch in the agenda order of item 4 (Reimbursement Request) and item 5 (Board Elections).

Motion passed.

APPROVE MINUTES OF CABLE BOARD MEETING HELD October 20, 2021

Motion by Eick, seconded by Henry and Kamoo to approve the minutes of the Cable Board meeting on October 20, 2021, as presented.

Motion passed.

PUBLIC COMMENTS

There were no public comments at this time.

BOARD ELECTIONS

McLain explained the necessity of her stepping down from her position as Chairman of the Cable Board due to her election to the Birmingham City Commission. However, she stated her intention was to stay involved with the Cable Board when appropriate. Because of this it was necessary to nominate someone as her replacement. She opened nominations for Chairman of the Cable Board.

Motion by Eick, seconded by Abraham and Kamoo to nominate Gil Gugni for Chairman of the Birmingham Area Cable Board.

Gugni accepted the nomination.

Roll Call Vote

Fenberg	Aye
Gugni	Aye
Kamoo	Aye
Abraham	Aye
Tootell	Aye
McLain	Aye
Eick	Aye
Henry	Aye

Motion Passed. (8-0).

McLain handed Gugni the Chairman’s gavel as Gugni expressed the Cable Board’s gratitude and thanks to her for 15 ½ years of service, 15 of which she was Chairman. As Henry had expressed at last month’s meeting, the Board has learned so much from her and her leadership. No one can replace her.

Motion by Fenberg, seconded by Kamoo to nominate David Eick as Vice Chairman of the Birmingham Area Cable Board.

Roll Call Vote

Gugni	Aye
Kamoo	Aye
Abraham	Aye
Tootell	Aye
McLain	Aye
Eick	Aye
Henry	Aye
Fenberg	Aye

Motion Passed. (8-0).

Motion by Gugni, seconded by Fenberg to nominate Ray Kamoo as Secretary of the Birmingham Area Cable Board.

Roll Call Vote

Kamoo	Aye
Abraham	Aye
Tootell	Aye
McLain	Aye
Eick	Aye
Henry	Aye
Fenberg	Aye
Gugni	Aye

Motion Passed. (8-0).

Gugni confirmed that Michael Fenberg would remain as Treasurer of the Birmingham Area Cable Board until his position is re-considered in July 2022.

REIMBURSEMENT REQUEST

Gugni referred to a Nov. 8, 2021 memo from Cathy White and an October 29, 2021 invoice from Plante Moran to the Village of Beverly Hills for additional audit fees due (\$ 2,225.00) for the bookkeeping duties which the Village did for the Cable Board. These documents were included in the Cable Board Packet.

Motion by Fenberg, seconded by Kamoo to reimburse the Village of Beverly Hills for additional audit fees of \$2,225.00 due to fiduciary and auditing activities related to the Birmingham Area Cable Board.

Roll Call Vote

Abraham	Aye
Tootell	Aye
McLain	Aye
Eick	Aye
Henry	Aye
Fenberg	Aye
Gugni	Aye
Kamoo	Aye

Motion Passed. (8-0).

COMMITTEE REPORTS

Cable Action Committee

Abraham reported there had not been a November meeting as there was nothing to discuss. The next meeting will be Thursday December 2, 2021 at 4:30 PM in the Birmingham Baldwin Public Library. Abraham reminded Board members to let him know if there were any items or information which needed to be included on the website.

PEG Committee

Mydloski was unable to attend this morning's meeting; however, she sent Gugni her report. Those attending the meeting following the October 20 BACB meeting were Tootell, McLain, White, Eick, Cleary, Rota, Black, Henry, Gugni, and Mydloski. Items discussed was the BCTV request of \$2,500 for coverage of winter sporting events of Birmingham schools which is consistent with past annual requests and the termination of Stream Dynamics which provided 24-hour streaming services. This service would need to be replaced and Rota would be researching 24-hour coverage vs. 12-hour coverage.

Gugni stated there would be a PEG committee meeting immediately following this BACB meeting.

Rota addressed the committee's discussion about winter sports. At the moment there would be 6 sporting events: boys' and girls' basketball, boys' hockey, boys' swim and dive, boys' unified hockey and wrestling. The possibility of covering bowling is being discussed. Coverage of eight

(8) events would be optimal depending on what the staffing allows. The cost would remain \$2,500 per event and, as usual, the Board would not be charged until the event was covered. The total for eight (8) events would be \$20,000.

Rota also covered the subject of the 24hr/7 web streaming access to BCTV. Gugni remarked that this subject would be on next month's agenda for a full discussion. After researching the subject, Rota and Black found that the Tightrope servers that BCTV use allows 24/7 streaming playback service; therefore, BCTV would not need Stream Dynamics. As of now there was no added cost for Tightrope.

EXECUTIVE DIRECTOR'S REPORT

White was unable to be at this morning's meeting; however, her report was included in the Board packet. In her absence, Gugni reported there were two (2) complaints since her last month's report. One was from a Birmingham resident who stated that Comcast was supposed to return to bury exposed cable wires which were replacements for ones that had been accidentally cut by landscapers. After a long period of time Comcast did not return and the escalation team became involved. The lines were re-run and the wires were buried. This complaint is closed. The second (2nd) complaint was from a Franklin resident who had low-hanging Comcast wires in her backyard. Comcast raised the wires. This complaint is closed.

FINANCIAL

White stated in her report that the fund balances for MBS, Michigan United Credit Union and Beverly Hills accounts as of October 31, 2021 will be emailed to all the Board members, as well as the BACB financial reports for the months of October and November, 2021.

CHECK DISBURSEMENT

White wrote one (1) small check since the last meeting. It was to Michigan United Credit Union (Visa) for office supplies and phone.

PROVIDER RELATED TOPICS

a. Comcast

There was no representative present and no new information received.

b. AT&T/Uverse/Direct TV

There was no representative present and no new information received.

c. WOW

There was no representative present and no new information received.

BAPA/BAMA REPORT

Rota referred to his memo to BACB dated November 11, 2021. In his report he noted there was a list of all completed **BAMA** regularly scheduled municipal meetings.

For the **BAPA** Programs, 17 programs by producers and organizations were taped; some studio shows were on Zoom and some were in-person in the studio. The Birmingham Musicale is back

in person and was covered last Thursday and the DAR Annual Veterans Day Ceremony in Shain Park was covered.

PRODUCER AND VOLUNTEER WORKSHOP

Rota reminded everyone that anyone interested in producing or volunteering behind the scenes should call the office to make a one-on-one appointment, 248-433-7790.

Last month the BACB approved an equipment purchase. BCTV is waiting for delivery. There are some backorders; however, when all the equipment has arrived White will receive an invoice.

McLain questioned the status of the volunteer base (number of volunteers, staffing) as BCTV is transitioning from the COVID restrictions. Rota stated there were still a few available volunteers; however, until there are more in-person programs (as opposed to being via Zoom), there was no need for more. However, the volunteer list will need to be built up when the in-person shows increase.

Rota congratulated Gugni on becoming Chairman of the Cable Board and expressed his pleasure to have worked with McLain for the last 15 ½ years. She will be missed.

OLD BUSINESS

There was none.

NEW BUSINESS

Gugni updated the Board on finalizing the agreement with BCTV. The newest contract has been submitted and reviewed by Gojcai, McLain, White and himself. It will be sent to the Board before the next BACB meeting. He encouraged the board members to read all the informative documents that are included. The agreement will probably be on next meeting's agenda. Responding to Abraham, Gugni stated that it was basically the same agreement as the one currently in place. Gojcai supported Gugni's assessment.

Fenberg added a short history of the renewal of the current BCTV contract which had been sent to other providers requesting proposals. The board recommended continuing with BCTV; however, due to events on the national level in 2019, the signing of the contract was postponed until further definition as to what was happening. The original contract stayed in place and was honored.

PUBLIC COMMENTS

There were none.

BOARD COMMENTS

Being involved with the Interlocal Agreement, McLain volunteered to participate in the Cable Action Committee (CAC) and proposed that since there is a provision for an alternate from Birmingham she was interested in that role with the Cable Board. She also volunteered to continue as "The Cable Lady" on the BACB website. Abraham verified with McLain that there was nothing in her new role as a Birmingham City Commissioner which would preclude her

from being active with the Cable Board. McLain mentioned that to her knowledge there was nothing in the Interlocal Agreement or with the City which prohibits her involvement. However, she will ask that question at the next Birmingham meeting so there is no conflict of interest.

There being no further business, the meeting was adjourned at 8:12 AM.

THIRD RESTATED AGREEMENT FOR CABLE ACCESS MANAGEMENT

THIS THIRD RESTATED AGREEMENT FOR CABLE ACCESS MANAGEMENT

(hereinafter referred to as the “Agreement”) made as of the date of the last signature and effective January 1, 2022, is by and between THE BIRMINGHAM AREA CABLE BOARD (hereinafter referred to as the “Board”), and the CHARTER TOWNSHIP OF BLOOMFIELD, providing services as BLOOMFIELD COMMUNITY TELEVISION (hereinafter referred to as “BCTV”).

Recitals

1. The Board requires cable television programming services for the Government Access Channel and Public Access Channel, which channels serve the communities of Birmingham, Beverly Hills, Franklin, and Bingham Farms. BCTV has demonstrated that it has the personnel, the equipment, and the ability to furnish the public and government programming services required by the Board.

2. The parties previously entered into an Agreement for Cable Access Management effective July 1, 2007, as thereafter amended effective July 1, 2008 and June 1, 2009. The parties also previously entered into a Restated Agreement for Cable Access Management effective July 1, 2011 and extended by the Amendment to the Restated Agreement for Cable Access Management dated July 1, 2014.

3. The parties also previously entered into a Second Restated Agreement for Cable Access Management that was effective from July 1, 2015 through June 30, 2018, which Second Restated Agreement for Cable Access Management was amended by the First Amendment to Second Restated Agreement for Cable Access Management dated August 2015, which First Amendment to Second Restated Agreement for Cable Access Management provided that BCTV

34. would provide the Board with the taping and rebroadcasting of meetings of the Birmingham Zoning Board of Appeals and Birmingham Multi-Modal Transportation Board and live broadcasting of the Birmingham Advisory Parking Committee meetings and adjusting the compensation to account for said additional meetings. The Second Restated Agreement for Cable Access Management, as amended, was also amended by the Second Amendment to Second Restated Agreement for Cable Access Management dated November of 2017, which Second Amendment to Second Restated Agreement for Cable Access Management provided that BCTV would provide the Board with the taping and rebroadcasting of monthly meetings of the Birmingham Parks and Recreation Board and adjusting the compensation to account for said additional meetings. The Board exercised the one year renewal of the Second Restated Agreement for Cable Access Management, as amended, extending the term of the Second Restated Agreement for Cable Access Management, as amended, to July 30, 2019.

45. The parties are entering into this Third Restated Agreement for Cable Access Management to set forth the rights and obligations of the parties hereto with respect to BCTV providing the Board with cable television programming services for the government access channel and public access channel which channels serve the communities of Birmingham, Beverly Hills, Franklin and Bingham Farms, including but not limited to the live broadcasting and/or taping and/or rebroadcasting of certain municipal meetings for Birmingham, Beverly Hills, Franklin and Bingham Farms and certain sporting events for the Birmingham Public Schools, and to set forth the compensation to be paid by the Board to BCTV for the provision of the cable television programming services as described herein for the period from January 1, 2022 through December 31, 2026.

Agreement

Now, for good and valuation consideration, the parties hereto agree as follows:

1. **Engagement.** The Board hereby engages BCTV to furnish government and public access programming services, and BCTV hereby accepts such engagement, all subject to and in accordance with this Agreement.
2. **Incorporation by Reference.** Except as otherwise expressly provided in this Agreement, the Board and BCTV agree that they shall be bound by all of the terms, conditions, provisions, undertakings and representations as set forth in BCTV's ACCESS POLICIES & PROCEDURES (the "Policies"), as most recently revised in August 2018~~March 2011~~, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between any provision of Exhibit A, and any provision of this Agreement, the provision of this Agreement shall prevail.
3. **BCTV's Services.** The services to be furnished by BCTV under this Agreement shall be consistent with those historically provided pursuant to prior contracts between the parties. In general, such services include the operation of two cable channels, one for governmental programming and one for public access, including monitoring of such channels on a 24 hour, 7 day a week basis; the providing of a production facility for such channels; operation of the Board's remote truck, in accordance with paragraph 8 hereof; provide live or rebroadcast coverage in each year of the term of this Agreement of the municipal meetings in the form and number set forth on Exhibit B, which is attached hereto and incorporated herein by reference.~~and rebroadcast coverage of Birmingham City and Beverly Hills Council meetings and other subsidiary governmental meetings and events, and rebroadcast coverage of Birmingham Public Schools events on a separately contracted basis. A monthly programming guide solely for Board Productions shall be produced by BCTV at its expense and distributed to Board members with predetermined amounts delivered to each of the municipalities.~~

In addition to BCTV providing the Board with coverage of the municipal meetings set forth on Exhibit B, BCTV will also provide to the Board live and rebroadcast coverage of twenty-five (25) Birmingham Public Schools sporting events per year, as well as provide live and/or taped and/or rebroadcasted coverage of up to twelve (12) additional municipal meetings per year as determined by the Board.

A monthly programming guide solely for Board Productions shall be produced by BCTV at its expense and distributed to Board members with predetermined amounts delivered to each of the municipalities.

4. **BCTV Personnel.** Throughout the term of this Agreement BCTV will provide the necessary employees to produce the designated programs and staffing of the production facility.

5. **Compensation.** In consideration for BCTV's services described in this Agreement, the Board shall pay BCTV as follows:

(a) The annual amount of \$308,300.00 for each of the following one (1) year

periods:

(i) from January 1, 2022 to December 31, 2022

(ii) from January 1, 2023 to December 31, 2023

(iii) from January 1, 2024 to December 31, 2024

(iv) from January 1, 2025 to December 31, 2025

(a)(b) from January 1, 2026 to December 31, 2026

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(i)

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(b)(c) The annual amounts shall be payable in equal quarterly payments of

\$77,075.00

on or before the first days of the months of January, April, July and October and shall be inclusive of all costs of every kind incurred by BCTV in performing its obligations under this Agreement to the Board. The specified installments of compensation shall be subject to the Board's receipt from BCTV of quarterly invoices for the same. In the event that

the Board wants BCTV to provide additional services for coverage of meetings and/or events that are not set forth in Exhibit B to this Agreement and/or in Section 3 of this Agreement, BCTV may provide said services for coverage of such additional meetings and/or events provided that the Board and BCTV are able to reach an agreement as to the amount of additional compensation for said meeting and/or event coverage and the form of the coverage to be provided.

6. **Term/Effective Date.** The term of this Agreement shall be from January 1, 2022 (the “Effective Date”) through December 31, 2026 provided, however, either party may terminate this Agreement, without cause, with sixty (60) days written notice to the other party. Nothing in this Agreement shall prevent the parties from agreeing to extensions upon mutually agreeable terms and conditions.

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7. **Quarterly Performance Reviews.** The Board and BCTV do hereby mutually agree to meet on a quarterly basis during the months of January, April, July and October of each year this Agreement is in effect to review the parties’ performance under this contract. The purpose and intent of the quarterly reviews include, but is not limited to, a review of program quality and content.

8. **Board Provided Equipment.** To assist BCTV in BCTV’s performance of its undertakings, the Board agrees to provide or cause to be provided to BCTV the following:

- (a) Board will be responsible for any cost with providing the link between BCTV’s facility and cable head ends for all cable service providers.

- (b) The capital equipment as listed in the Board's Capital Asset Listing as of _____, attached to this Agreement as Exhibit C, and incorporated herein by reference.
- (c) Board owns and will keep equipped, its remote truck to be used by and at no charge to BCTV for meetings and offsite productions of joint interest to the Board or one or more of the communities it serves and BCTV. BCTV may also use the Board's remote truck for programming exclusively within the purview of BCTV for a charge of \$1,000.00 per programming use, with BCTV's payment to the Board for such use to be quarterly on or before the first days of January, April, July and October for uses in the 3 months preceding those dates.
- (d) The Board will be responsible for maintenance, repair and providing insurance and license plates for the remote truck, with BCTV responsible for its secure storage at BCTV's studio facilities and for all costs associated with BCTV's daily operations of the remote truck including gasoline.
- (e) In the event of a conflict between joint use and BCTV's exclusive use of the remote truck, joint use shall have priority. BCTV's use and operation of the remote truck shall be subject to and in accordance with the Bloomfield Township Employee Handbook provisions, with operation to be by full time employees only.
- (f) Subject to continuing to satisfy its payment, storage and operation responsibilities under Subsections (c), (d) and (e), BCTV's right to use of

the remote truck for programming exclusively within the purview of BCTV shall survive the expiration or termination of this Agreement for a reasonable time sufficient for BCTV to obtain use of an alternative remote truck.

9. **BCTV Executive Committee.** The Board shall appoint one (1) of its members, and an alternate, to attend the BCTV Cable Access Board meetings. The alternate may attend the BCTV Cable Access Board Meetings in the absence of the appointed member. The Board member shall also be a member of the BCTV Program Development Committee. BCTV shall send a representative to be in attendance at all Board meetings

10. **Status of the Parties.** It is agreed and understood that BCTV is an independent contractor with respect to the Board. Accordingly, this Agreement does not constitute BCTV, the partner, agent or legal representative of the Board for any purpose whatsoever, and BCTV is not granted any right or authority to assume or create any obligation on behalf of the Board or to commit any act or to make any representation which may adversely affect the Board of any right, privilege or power of the Board. It is expressly agreed and understood by the parties that BCTV shall have sole authority and responsibility for the hire and discharge of BCTV's employees, for establishing rates of pay, hours and conditions of employment and for all other employment policies and practices regarding BCTV's employees. Nothing in this Agreement shall be construed and/or interpreted to create an employer-employee relationship between the Board and BCTV and/or between BCTV and the Board.

11. **Indemnification/Insurance.** BCTV shall maintain comprehensive general liability, auto liability and worker's compensation insurance in accordance with standard BCTV

policy. BCTV shall furnish all certificates of insurance within ten (10) days of the effective date of this Agreement.

12. **Disputes.** If any dispute arising under this Agreement based on an alleged default is not resolved through the required informal process described at the end of this Section, it shall be resolved either by commencement of litigation or by compulsory arbitration ~~at the sole election of the Board.~~ In the event that BCTV believes the Board is in default, it shall provide written notice to the Board of its complaint, at which time the Board shall have sixty (60) days to cure BCTV's complaint. Should the Board fail to cure the complaint, BCTV shall advise the Board in writing within thirty (30) days of the method it has elected for resolving the complaint (arbitration or litigation). In the event that the Board believes BCTV is in default, it shall provide written notice to BCTV of its complaint, at which time BCTV shall have sixty (60) days to cure the Board's complaint. Should BCTV fail to cure the complaint, the Board shall advise BCTV in writing within thirty (30) days of the method it has elected for resolving the claim (arbitration or litigation). If the dispute is resolved by compulsory arbitration, it shall be resolved pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan with each of the parties appointing one (1) arbitrator and two (2) thus appointed, appointing a third (3rd). Any Court having jurisdiction may render a Judgment upon the award of the arbitrators. In the event a party elects not to have the claim arbitrated or fails to make the required election, the dispute shall be resolved by litigation. The parties agree to promptly notify the other of any grievance they have with the other based on noncompliance with the Agreement (defaults) and that prior to giving a notice of arbitration or litigation, their authorized representatives will meet on at least one (1) occasion in an effort to settle the dispute.

13. **Retention of Materials and FOIA.** All tapes, recordings, documents, reports, and other written materials prepared by BCTV for the Board pursuant to this Agreement may be retained, used or disclosed by the Board both during the term of this Agreement and thereafter and may be treated by BCTV as public records subject to disclosure under the Freedom of Information Act.

14. **Copyright.** The parties hereto acknowledge and agree that all original programs produced by BCTV for the Board pursuant to this Agreement are a part of Audio-Visual Work and will be works made for hire as such terms are used in Section 101(2) of the Copyright Act of 1976 as amended, 17 USC §101(2). The parties, therefore, acknowledge and agree that the Board shall own the copyrights for productions created by BCTV: (1) for the Board as a work for hire pursuant to this Agreement; and (2) in which the primary subject is an event and/or entity located within the Board communities. The parties further agree that they shall own copyrights jointly for productions created jointly per this Agreement in which the subject includes an event and/or entity which is identified, in part, with BCTV communities. The parties further agree that BCTV shall own copyrights for productions created by BCTV not pursuant to this Agreement. Registration of a copyright shall be the responsibility of its owner, with BCTV to include a copyright notice on all programming produced under this agreement.

15. **Miscellaneous.**

- (a) **Amendments.** This Agreement may be amended or modified from time to time, but only by a written instrument executed by both parties.
- (b) **Entire Agreement.** This Agreement and the attached Exhibits contain the entire understanding of the parties and supersedes all written or oral agreements prior or contemporaneous discussions and understandings.

- (c) **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or when sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below their signatures to this Agreement, or at such other address as they may specify in writing. For the Board, notice shall be sent to its Chairperson.
- (d) **Non-Waiver of Breach.** A Waiver of either party of a particular breach or default in connection with any provision of this Agreement shall not be deemed a waiver of any subsequent default or breach of that same or any other provision of this Agreement.
- (e) **Captions.** The headings of this Agreement are for purposes of reference only and shall not be considered in construing this Agreement

16. **Non-Assignability.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written approval of the other party.

17. **Benefit.** Except as otherwise provided, this Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and assigns.

18. This Agreement shall be construed and interpreted pursuant to the laws of the State of Michigan.

19. This Agreement may be executed by the parties in counterparts.

BIRMINGHAM AREA CABLE BOARD

By: _____
 Elaine McLain
 Its: Chairman

 Date

CHARTER TOWNSHIP OF BLOOMFIELD,
BLOOMFIELD COMMUNITY TELEVISION

Date

By: _____
Dani Walsh
Its: Supervisor

7193662_1

Exhibit A

Bloomfield Community Television

ACCESS POLICIES & PROCEDURES



4200 Telegraph Road
P.O. Box 489
Bloomfield Hills MI 48303-0489

Phone: 248.433.7790
Fax: 248.642.7624

www.bloomfieldtwp.org/cable

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

Table of Contents

Overview.....	3
Administration.....	3
Channel Identity & Content.....	5
Production Roles and Responsibilities.....	5
Program Development Process.....	7
Eligibility Requirements.....	7
Programming Definitions.....	9
Underwriter Sponsor and Guidelines.....	10
Producers and Volunteers Workshop Curriculum.....	11
Access Policies.....	13
Rules of Conduct for Access Users.....	13
Dub and Playback Policy.....	14
Program Scheduling Policies.....	15
Community Bulletin Board.....	16

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 Uverse 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@bloomfieldtp.org

www.bloomfieldtp.org

CONTACTS

Cable/Community Relations Operations Manager: Greg Black

Cable Operations Manager/Production Specialist: Steve Rota

Website Manager/Social Media Coordinator: Jo Marengere



Exhibit B

City of Birmingham

Twice Monthly

City Commission (Airs Live and Rebroadcast)
Historic District Committee and Design Review Board (Taped and Rebroadcast)
Planning Board (Airs Live and Rebroadcast)

Monthly

Advisory Parking Committee (Airs Live and Rebroadcast)
Baldwin Public Library Board and Trust (Taped and Rebroadcast; Airs Live if it does not conflict with Commission)
Multi-Modal (Taped and Rebroadcast)
Parks and Recreation (Taped and Rebroadcast)
Zoning Board of Appeals (Taped and Rebroadcast)

Village of Beverly Hills

Twice Monthly

Village Council Meetings (Airs Live and Rebroadcast)

Village of Bingham Farms

Monthly

Council Meeting (Taped and Rebroadcast)

Village of Franklin

Monthly

Village Council (Taped and Rebroadcast)
Planning Commission (Taped and Rebroadcast)
Historic District (Taped and Rebroadcast)
Zoning Board of Appeals (Taped and Rebroadcast)

Joint Meetings

Monthly

Birmingham Area Cable Board (Airs Live and Rebroadcast)



Bloomfield Community Television

Memorandum

Bloomfield Township

To: BACB PEG Members

From: Steve Rota

Subject: WOW Peg Bundle- SD/HD Peg Encoder with Comcast Business Internet

Date: December 15, 2021

WOW Peg Bundle- SD/HD Peg Encoder with Comcast Business Internet

We have great News from WOW. WOW launched your local PEG channels 10 and 18 onto the new WOW! tv+ streaming video service. This means we will be able to watch your Government and Public content in HD!

Before we can make this work, we need to purchase IP encoders for both channels and get Higher speed internet service to accommodate the bandwidth that is needed when we send out our AV content. In your packet, you will see a quote for equipment, installation and the upgraded internet Business plan.

At this time, the equipment and install is a onetime purchase. Unless, at some point we need to upgrade to 4K, etc. The internet upgrade would be billed monthly.

Equipment and Install \$4,375.

Business Internet Upgrade \$293.40 monthly. 24-month term agreement \$7,041.60

For Business Internet - One-time Installation Charge of \$119.95 (I will try to get them to waive this fee)

I would ask the board to approve not to exceed \$11,7000.



Advanced Lighting & Sound

Phone: 248-817-2092
 Fax: 248-817-2093
 1026 Maplelawn Drive
 Troy, MI 48084

Quote

No.: **16680**
 Date: 11/10/2021

Prepared for:
 Steve Rota (248) 433-7790
 Birmingham Area Cable Board
 P.O Box 165
 Birmingham, MI 48012 USA

Prepared by: Shawn Watts
 Account No.: 410
 Phone: (248) 336-9445

Qty	Manuf	Item ID	Description	Sell	Total
2	Mega	B-T Bundle	WOW Peg Bundle- SD/HD Peg Encoder, Rackmount,Cisco Transceiver Module, Copper Transceiver Module, Jumper cables	\$1,820.00	\$3,640.00
1	ALS	Install	Install Materials - interconnect cabling	\$50.00	\$50.00
1	TP-Li	TL-SG1008MP	8-Port Gigabit PoE+ Switch 126w	\$145.00	\$145.00
This is based on not requiring any distribution or audio leveling components.					
1	ALS	Labor	Installation Labor - Install and integration of WOW encoder, coordination with WOW for comissioning	\$540.00	\$540.00

Your Price:
\$4,375.00

Total:
\$4,375.00

Prices are firm until 12/10/2021 Terms: COD

Prepared by: Shawn Watts, shawnw@go-als.com

Date: 11/10/2021

Accepted by: _____

Date: _____

Disclaimer

All prices quoted are valid for 30 business days. Please fax signed quote to 248-817-2093 or email to sales@go-als.com so that your order can be placed. Thank you for your business.

SOLUTION PROPOSAL

Thank you for your consideration.

For questions, please contact your
Comcast Business representative:

Sean Townsend

Email: sean_townsend@comcast.com

Phone: 267-673-2575

Recommended Solution

Monthly Charge: \$293.40/month

SOLUTION(S):

Business Internet

Business Internet 1G, 5 Static IPs, Business Wi-Fi Standard

Term Agreement: 24 Months

Installation Charge: \$119.95

COMCAST BUSINESS

See how we can give your business more.

- Access to fast, reliable network with speed up to 1G
- 24/7 dedicated business customer support
- Access to over 17M XFINITY hotspots

Continue

This is a service-related email. Comcast will occasionally send you service-related emails to inform you of service upgrades or new benefits.

Comcast respects your privacy. For a complete description of our privacy policy [click here](#).

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Comcast Cable
One Comcast Center
1701 JFK Boulevard, Philadelphia, PA 19103
Attn: Email Communications



Bloomfield Community Television

Memorandum

Bloomfield Township

To: BACB PEG Members

From: Steve Rota

Subject: 2021-2022 Winter Sports Coverage

Date: December 15, 2021

BACB SPORTS 2021/2022 WINTER COVERAGE

We are proposing to cover up to 8 games this winter, starting December 16, 2021. Each event at \$2,500, the total would not exceed \$20,000.

Girls Basketball on 12/16/2021

Boys Basketball on 1/4/2021

Wrestling on 1/5/2022

Boys Unified Hockey on 1/13/22, 1/21/2022 or 1/22/2022

Boys Swim and Dive on 1/25/2022

Bowling?

MEMORANDUM

DATE: December 9, 2021

TO: Board Members

FROM: Cathy White

Re: Monthly Report

CUSTOMER COMPLAINTS

We have received four (4) complaints since the date of my last report. Complaint No. 2021-44 was received from a Bingham Farms resident who indicated that he had not been able to send emails for about a week. He called Comcast several times but no one has been able to resolve his problem and he requested assistance from the escalation team.. The escalation team was able to determine that the issue was with Spectrum network and as soon as he disconnected from Spectrum network all emails were sent successfully. This complaint is now closed.

Complaint No. 2021-45 was submitted by a Birmingham resident who had DVD issues with Comcast that he could not get resolved after several calls to Comcast. The escalation team was able to walk him through programming the remote to his television and he confirmed that all is working now. He was also given a one-month credit on his bill as a courtesy. The customer is now satisfied and this complaint is closed.

Complaint No. 2021-46 was received from a Beverly Hills resident with several low-hanging wires in her backyard that she would like removed or raised. It was not clear which provider owned the wires so the complaint was sent to all three providers. WOW has determined that the lines are not owned by them. AT&T has indicated that they will send a crew out and Comcast is checking as well. This complaint is pending.

Complaint No.2021-47 was received from a Beverly Hills resident who has been trying to get a bunch of wires hanging over his property cleaned up. This complaint has been forwarded to all three providers and is pending.

FINANCIAL

The account balance for the MBS, Michigan United Credit Union and Beverly Hills accounts as of November 30, 2021 will be e-mailed to all Board members, as well as BACB financial reports for the month of November, 2021.

CHECK DISBURSEMENT

Four checks have been written since the date of our last meeting as follows:

1. Franklin-Bingham Fire Dept (Municipal Support Services Grant): \$2,699.04
2. Charter Township of Bloomfield (Quarterly Contract Payment): \$54,100.00
3. Charter Township of Bloomfield (BCTV Filming Sept Sports): \$10,000.00
4. State of Michigan (License Tab Renewal for Truck): \$590.00

ADDITIONAL NOTES:

1. Comcast has notified us that prices for certain services and fees will be increasing as of January 1, 2022. The price for the Digital Starter Package will be increased by \$3.00 per month, the cost of a TV box will be increased by \$1.00 per month, and the prices for all internet services will be increased by \$3.00 per month. Other fees will also be increased and notices are being sent to all Comcast customers.
2. Comcast has also advised us that effective December 31, 2021, NBC Sports Network (NBCSN) will cease operations.



Bloomfield Community Television

Memorandum

Bloomfield Township

To: BACB

From: Steve Rota

Subject: Report November 18, 2021, through December 15, 2021

Date: November 8, 2021

Cc: Greg Black; Cathy White; Gil Gugni, Heather Mydloski

BAMA Programs

During this time period we've completed all regularly scheduled municipal meetings, which include: the BACB meeting, Baldwin Public Library Board and Trust meeting, The Village of Bingham Farms meeting, The Village of Beverly Hills Council meeting, The Village of Franklin Council, The City of Birmingham's, Commission, Planning Board, Parks and Rec Board, Zoning Board of Appeals, Historic Board and Design Review Board Meetings and the Birmingham Commission Workshop.

BAPA Programs

From BACB area individual producers and organizations, we've taped 22 programs

- ❖ One *Managing the Problems of Daily Living* hosted by Linda Sircus.
- ❖ *Two About You* hosted by Ellen Rogers and Connie Hogan.
- ❖ *Two Making a Difference at TCH* hosted by Bill Sekelr.
- ❖ Three *Eye on Oakland* hosted by Chuck Moss.
- ❖ Three *Gracefully Greying* hosted by Henry Gornbein.
- ❖ Two *Patriot Lessons* hosted by Judge Michael Warren.
- ❖ Four *Michigan Planning Today* hosted by Bob Gibbs.
- ❖ Three *Michigan Entrepreneur* hosted by Tara Kachaturoff.
- ❖ Birmingham Concert Band.
- ❖ *Birmingham Musicale*.

PRODUCER WORKSHOP

We are offering a one on one session for those who are interested in producing their own show and to those who want experience behind the scenes. Please call 248-433-7790 and we can schedule a date and time with you.

WISHING YOU A HAPPY HOLIDAY and A HAPPY NEW YEAR!