October 17, 2014

Re: ***UPDATE***
Amendment to the Intergovernmental Cable CATV Agreement
Of the Intergovernmental Cable Communications Authority

Dear City Managers, Mayors and City Council/Commissioners:

As you are aware, the ICCA has been in place for in excess of 30 years. As a Cable Authority authorized by its member communities, the ICCA has had a spectacular record of providing outstanding service to a large portion of Oakland County. However, as stellar as this record may be, the future of the ICCA is in jeopardy. Let me explain.

100% of our operations have been funded by grant monies provided by the cable companies at the inception of the franchise agreements, however, the fund balance for operations is now becoming low.

The ICCA is at a point where we need member communities to provide a funding mechanism in order to continue our operations. Without such funding, the ICCA would be forced to discontinue its oversight duties, as there is no other funding source.

Recently, the ICCA convened a committee to review this issue and to help establish a reasonable baseline to fund the operations of the ICCA into the future. In doing so, many models, indexes and demographic issues will be reviewed in an effort to assure you (our members) that the funding would be fair and equitable to large and small communities.

On September 10, 2014 you received a copy of our initial letter with the then proposed annual membership fee for each community. On October 15, 2014, the City Managers of Rochester and Pleasant Ridge attended the ICCA meeting and requested a revision to the annual membership fee. Their requested revision is to set a lower base for each community with the balance of the membership fee being allocated based on population and franchise fees. That revised schedule is contained herein. The ICCA voted unanimously to adopt this formula and now request that your communities do likewise.

The current Intergovernmental Cable TV Agreement provides as follows:

"F. Payments to Authority – Pay to the Authority a proportionate share of

such amount, if any, required by the Authority to enable the Authority to meet its

operating costs and expenses; provided, however, it is the intent of the Parties, and shall be the intent of the Authority, that the Authority's operating costs and expenses, to the greatest extent possible, be paid by the franchisee. For purposes of this section, a Member's "proportionate share", prior to construction of the System, shall be equal to the ratio which such Member's number of dwelling units bears to the total number of dwelling units of all Members based on 1980 census figures of the Oakland County Planning Division, and subsequent to construction of the System, shall be equal to the ratio which such Member's number of subscribers bears to the total number of subscribers of all Members."

At the meeting held last year, this was discussed with managers and cable representatives of each community at which time requests for consideration of a different method of compensation was made to the ICCA. In response to that request, the following revision was suggested:

"F. Payments to Authority- Pay to the Authority a membership fee to enable the Authority to meet is operating costs and expenses. The fee will be established by the ICCA Board of Directors and approved by each member community. The fee will be due annually on December 31 of each year. It shall be the policy of the Intergovernmental Cable Communications Authority to report to each community the level of unassigned fund balance at the end of each yearly operating cycle, as determined by outside audit counsel. The ICCA will be required to convey all audit information to each member community within 30 days of audit approval. The Authority will seek to maintain a level of fund balance sufficient for operations as per the recommendation of audit counsel, however, not more than 125% of annual audited operations. Changes in membership fees shall be based upon the currently adopted fee schedule for each member community. Annual increases, if necessary,

shall be no higher than the annual rate of inflation as measured by the Consumers Price Index provided for property tax calculations or 3%, whichever is less.

UPDATED ANNUAL MEMBERSHIP FEE

ICCA MEMBER COMMUNITY	AVERAGE OF 2011 FRANCHISE FEE AND POPULATION	BASE FEE	Annual Membership Fee
Auburn Hills	1,340	1,000	2,340
Berkley	1,050	1,000	2,050
Clawson	760	1,000	1,760
Ferndale	1,240	1,000	2,240
Hunt Woods	480	1,000	1,480
Oakland Twp	1,050	1,000	2,050
Pleasant Ridge	190	1,000	1,190
Rochester	860	1,000	1,860
Rochester Hills	4,300	1,000	5,300
Royal Oak	3,910	1,000	4,910
Troy	3,920	1,000	4,920
TOTAL FEE	19,100	11,000	30,100

Membership fee will be due by December 31, 2014 and each December 31st thereafter to fund the ICCA Authority.

We are making this request at this time so that you may include an appropriation in the first budget period beginning after December 31, 2014.

<u>A little background</u>:

The Intergovernmental Cable Communications Authority (ICCA) began operation on July 20, 1981. The background regarding the creation of the Authority is set forth in the Intergovernmental Agreement.

> "The Parties, being authorized by law to enter into agreements providing for mutual cooperation for the purpose of obtaining mutual benefits and a desire to enter into such an agreement regarding the franchising of a cable communications system. It is the specific purpose of the Parties to provide, for the respective residents and areas represented by them, the most technologically advanced system of cable

communication at the lowest reasonable cost to subscribers. The Parties desire to implement such purpose by the creation of an area cable communications authority whereby the parties constitute themselves into a single cable communications market to be served by a single franchise.

Accordingly, the parties agreed to the creation and establishment of an Area Cable Communication Authority for the administration and oversight of the cable providers."

The 11 member communities (listed on this letterhead) have benefited greatly by the ICCA. For 30 years the Authority has provided management oversight of the franchise agreements. In doing so, the ICCA has been successful in assuring our elected officials and residents that payments and credits due our member cities and customers are returned in a timely fashion. A few examples are listed on the attached spreadsheet that exemplify the work effort of the ICCA.

On a day-to-day basis, the ICCA monitors the administration of cable franchise contracts with Comcast, Wide Open West, AT&T, and without public access provider, Community Media Network (CMN). The ICCA coordinates assistance from the various providers for the public events held in each of our communities as well as responds to complaints by our citizens with respect to cable television services. We have been active with other municipal organizations in lobbying for changes to the Michigan Uniform Franchise Act as well as being responsive to the Michigan Public Service Commission with respect to the experiences of our member communities.

The Authority is charged with conducting audits of the signal strength, clarity and noise to signal ratios and other industry standards to insure the best practices are used in allowing the best quality picture to come to each individual household. The ICCA was instrumental in the development and implementation of a (CPO) Consumer Protection Ordinance that helped define standards of customer service that were expected from our Cable Providers including standards for notifying our residents of changes in service or billing. This ordinance was adopted by all 11 member communities and saved thousands of dollars in legal fees for its development. Once again we are undertaking a franchise and PEG fee review of three (3) cable providers to check if there are any under-payments since the last review.

Summary to date

No monetary contributions have been sought or received by any of the member communities for the operation of the ICCA in the past 33 years. The ICCA has had a long history of providing high quality oversight to you. These developments at state level pertaining to franchising have left communities more vulnerable than ever before. We believe that a strong Cable Authority is critical in providing quality cable services to our citizens.

The ICCA has a very small operating budget primarily for legal services and audit purposes. We have no salaries and no overhead and generally meet once a month. The current audited fund balance is $32,523 as of December 31, 2013. This will be enough operation for approximately two (2) years, however, the ICCA will be utilizing a sizeable portion of these

remaining monies for the cable providers to determine whether each provider provided the proper reimbursement to the member cities through the franchise agreements.

The ICCA Board, therefore, requests that you adopt the attached Amendment to the Intergovernmental Cable CATV Agreement which will provide that a membership fee shall be payable by each community to the Authority so it will be able to meet its operating cost and expenses.

If you need additional information, please do not hesitate to let us know. We will be more than happy to provide packets to all of your counsel/Commission/Board of Trustees, if desired. We have attached a Resolution for your review and approval for your governing body. We are hoping that the Resolution and Continuation Agreement can be presented and accepted by all member communities by December 31, 2014.

Very truly yours,

Cindy Stewart

Cindy Stewart,
Chairman, ICCA

EFFECTIVE 7-20-81
ON K.O. SIGNING

INTERGOVERNMENTAL CATV AGREEMENT

AGREEMENT entered into, as of the effective date designated herein, by and between and among the municipalities and other political subdivisions of the State of Michigan (hereinafter "Parties" or "Members") who are or who become signatories hereto.

BACKGROUND

The Parties, being authorized by law to enter into agreements providing for mutual cooperation for the purpose of obtaining mutual benefits, desire to enter into such an agreement regarding the franchising of a cable communications system. It is the specific purpose of the Parties to provide, for the respective residents and areas represented by them, the most technologically advanced system of cable communication at the lowest reasonable cost to subscribers. The Parties desire to implement such purpose by the creation of an area cable communications authority whereby the Parties constitute themselves into a single cable communications market to be served by a single franchisee. Accordingly, the parties agree as set forth below.

I. Creation of Area Cable Communication Authority - The initial Parties hereto agree to establish, and by this Agreement hereby do establish, an Area Cable Communications Authority (the "Authority").

II. Purpose of the Authority - The purpose of the Authority shall be to obtain for the citizens of the Parties hereto, and thereafter maintain for them, the highest quality of cable communications 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 in and imposed upon it by this Agreement.

III. Organization and Internal Operations of the Authority - The Authority shall be composed, organized, and internally operated in accordance with the following:

A. Composition - Each Party to this Agreement shall be a Member of the Authority. No person or entity not a party hereto shall be a Member.

B. Representatives - Each Member shall be represented by one representative and one alternate representative. Each Party 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 such alternate represents. 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. All representatives shall serve without compensation. In the event of the resignation or removal of a representative, the Member represented by such representative shall promptly designate a successor to fill the unexpired term.

C. Voting - Each Member, through its representative, shall be entitled to one vote plus one additional vote for each 10,000 (or fraction thereof) dwelling units within the Member's territorial limits as established by 1980 census figures of the Oakland County Planning Division. 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 to it, 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 an 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 quorum of representatives shall consist of that number capable of casting a majority of the maximum number of possible votes of all representatives. Except as otherwise provided in Section G of this Article, 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 aggregate number of 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 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 the same to all members;

(5) description of required and permitted officers and procedure for selection thereof;

(6) integrity of the franchisee selection process in accordance with Article IX of this Agreement;

(7) such other matters as the Authority may deem necessary or appropriate for the efficient administration of its affairs and successful discharge of its responsibilities.

IV. 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 hereto (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, and to advise and recommend to such Members with respect thereto, proposed drafts of the materials required to award a cable communications franchise, including without limitation (whether integrated into one document or in separate but related instruments): (1) a regulatory ordinance; (2) a form of franchise agreement; (3) a form of request for proposals (RFP).

B. Dissemination of RFP - Upon final approval of the materials referred to in A above, to make such materials available to prospective franchisees and to disseminate the RFP to such prospective franchisees.

C. Receipt of Proposals - To receive, review, and evaluate proposals submitted to it by prospective franchisees in response to the RFP and to advise and recommend to its Members with respect to such proposals.

D. Construction Time-Table - To monitor construction of the system by the franchisee with respect to adherence to the time-table and other matters relating to the construction of the system as set forth in the franchise; to furnish advice and recommendations to all Members respecting the foregoing.

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

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

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

H. Interconnection - To help supervise and coordinate any interconnection of the franchisee's system with other cable communications systems.

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

J. Rates - To render advice and recommendations to all Members regarding changes in rates in accordance with standards and procedures provided for in the franchise.

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

L. Construction Bond/Letter of Credit - To apply for and receive payment of, on behalf and for the account of Members, any payment due such Member under the terms of the franchise awarded by such Member from a construction bond and/or letter of credit required to be furnished by the franchisee under the franchise.

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

N. Franchise Renewal - To furnish advice and recommendations to all Members regarding the renewal of the franchise in accordance with applicable provisions of such franchise or otherwise.

O. Reports, Audit, Budget - To prepare an annual report of

its activities, to prepare an annual budget, and to cause an audit to be made of its financial affairs and condition; to furnish copies of all of the foregoing to its Members as promptly as possible after the completion thereof.

P. 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.

V. Authority's Power to Bind Members - On any matter upon which, in accordance with Article IV, the Authority has been charged with the duty to provide advice and recommendations, and does so, but on which matter any such advice or recommendation requires, in order to be implemented, action by Members, then all Members shall be required to take such action except as otherwise provided in this Article. Any Member which disagrees with the Authority's advice or recommendation shall, on or before 30 days after receipt of such advice or recommendation in writing from the Authority, file its written dissent thereto with the Authority. Such dissent shall specify the Member's objections to the advice or recommendation and may also request a hearing on the matter. A copy of such dissent shall be furnished by the dissenter to all other Members. In the event no such dissent has been filed as provided above, then the advice or recommendation shall be final and binding on all Members upon the expiration of the 30 day period specified above. If any such dissent has been filed, but no hearing has been requested by the dissenter, the Authority shall reconsider the matter at its next regular meeting, or at an earlier special meeting, and may do so on the basis of the written dissent alone. The decision of the Authority at such meeting shall be communicated to all members in writing and shall then be final and binding on all members. If the dissenter has requested a hearing,

the Authority shall schedule one within a reasonable time thereafter and shall furnish reasonable notice of the time and place thereof and of the issue or issues to be heard to the dissenter and to all other Members. The hearing shall be conducted in accordance with the requirements of procedural due process and pursuant to such rules and procedures as the Authority may adopt. The decision of the Authority pursuant to the hearing shall be communicated in writing to all Members and shall then be final and binding on all Members.

VI. 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 a regulatory franchise ordinance, a form of franchise agreement, and an RFP in substantially the form and containing substantially the provisions recommended by the Authority.

B. Award of Franchise - Take such formal action as may be required to award a franchise in accordance with the advice and recommendation of the Authority.

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 the franchisee or any other defendant deemed by the Authority to be necessary or appropriate to enforce the terms and provisions of the franchise.

E. Designation of Representatives - Appoint its representative and alternate representative to the Authority at such Party's first regular meeting, or earlier special meeting, occurring after the effective

date of this Agreement.

F. Payments to Authority - Pay to the Authority a proportionate share of such amount, if any, required by the Authority to enable the Authority to meet its operating costs and expenses; provided, however, it is the intent of the Parties, and shall be the intent of the Authority, that the Authority's operating costs and expenses, to the greatest extent possible, be paid by the franchisee. For purposes of this section, a Member's "proportionate share", prior to construction of the System, shall be equal to the ratio which such Member's number of dwelling units bears to the total number of dwelling units of all Members based on 1980 census figures of the Oakland County Planning Division and, subsequent to construction of the System, shall be equal to the ratio which such Member's number of subscribers bears to the total number of subscribers of all Members.

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

Nothing in this 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 the franchise; provided, however, no such local committee may deprive the Authority of any of the powers, duties, or responsibilities provided for under this Agreement.

VII. Financial Matters - The parties agree to the matters set forth below regarding certain financial matters:

A. Members' Proportionate Shares - For purposes of this Article a Member's "proportionate share" of all funds distributable by the Authority to its Members shall be equal to the ratio which such Member's number of dwelling units bears to the total number of dwelling units of

all Members based on 1980 census figures of the Oakland County Planning Division.

B. Individual Expenses of Members - Costs and expenses paid and incurred by individual Members in connection with the award of the franchise shall be paid directly to such Members by the franchisee and the franchise shall so provide. The amount of any such costs and expenses shall be submitted by a Member to the Authority as promptly as possible in order that prospective franchisees may receive timely notice thereof.

C. Application Fees - The non-refundable application fees required to be paid by prospective franchisees submitting proposals to the Authority in response to the RFP shall be paid by such applicant to the Authority. The Authority shall be entitled to use such funds to defray costs and expenses incurred by it in the franchising process. All funds not so used by the Authority shall be distributed to Members in proportionate shares or, if the Authority so decides, may be used in support of the Authority's first annual budget.

D. Acceptance Fee - The non-refundable acceptance fee, required under the terms of the franchise to be paid by the franchisee, shall be paid to the Authority. Such fee shall be used by the Authority or distributed in proportionate shares to Members as provided for in Section C of this Article regarding application fees.

E. Franchise Fees - The continuing annual franchise fees payable to the Parties by the franchisee, pursuant to each Party's award of a franchise to such franchisee, shall be paid directly to the respective Parties and not to the Authority.

F. 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.

G. 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.

VIII. Certain Policy Matters - It is the policy and intent of the Parties that no Member of the Authority be required materially to subsidize the special requirements of any other Member and that each Member's requirements with respect to public access channels be considered by prospective franchisees. Accordingly, the Parties agree as to the matters set forth below.

A. Special Costs - The RFP shall require all proposals to specify any identifiable material costs associated with low density service, underground installation, or non-contiguous service. All such costs, if any, shall be paid by the subscribers benefitting therefrom.

B. Special Services - Special services provided by the franchisee to any business, institution, or other user shall be recovered from such users, or others benefitting from such services, to the maximum extent possible.

C. Public Access - The RFP shall require all proposals to address the special needs and characteristics of each Party regarding public access channels.

IX. Integrity of the Franchisee Selection Process - Each of the Parties hereto is committed to awarding a franchise solely on the basis of the merit of the successful applicant and such applicant's proposal as revealed solely by the public record relating to such award. To

that end, the Authority, in its by-laws, and each Party, by ordinance or by resolution, shall adopt a policy to implement the foregoing commitment. Such policy shall comply with the spirit of Section VI ("Guidelines for Lobbying Rules", a copy of which is attached hereto and the provisions of which are incorporated herein) of the Code of Cable Television-Franchising Conduct, adopted and endorsed by the National League of Cities Board of Directors on February 28, 1981.

X. Withdrawal of Party - Except as otherwise provided in this Article and in Article XI, no party may withdraw from this Agreement for a period ending on (1) two years from and after the effective date hereof or (2) the completion of construction of the franchisee's system within such Party's jurisdiction, whichever first occurs. Thereafter, any Party may withdraw, but such withdrawal shall not be effective until December 31st of the year of withdrawal and unless written notice of such withdrawal shall have been mailed to the Authority by registered or certified mail on or before July 1st of the year of withdrawal. 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.

XI. Withdrawal on Dissent From Franchisee Selection - Notwithstanding any provision to the contrary contained in this Agreement, if any Party disagrees with the recommendations of the Authority as to the designation of the franchisee, and such recommendation has become a final and binding decision of the Authority pursuant to the provisions of Article V, such Party may withdraw from this Agreement upon 10 days written notice, mailed by registered or certified mail, to the Authority and to all other Parties. Any other Party may also then withdraw by mailing written notice of such withdrawal, by registered or certified mail, on or before 10 days after receiving notice of the first Party withdrawing under this Article or by

mailing such notice on or before 10 days after receiving notice of the withdrawal of any subsequent Party withdrawing hereunder. If, as a result of such withdrawal, the aggegate number of dwelling units contained in the remaining Parties becomes less than 35,000, based on 1980 Census figures of the Oakland County Planning Division, then this Agreement shall automatically terminate as to such remaining Parties.

XII. Minimum Parties; Effective Date; Condition Subsequent - It is intended that the initial Parties to this Agreement shall contain, in the aggregate, not less than 35,000 dwelling units based on 1980 census figures of the Oakland County Planning Division. Accordingly, the effective date of this Agreement shall be the date the Agreement is signed by a community having a sufficient number of dwelling units to raise the total of such units of all the communities which have then signed to not less than 35,000; provided, however, if the required number has not been so reached by July 31, 1981, such failure shall constitute a condition subsequent to this Agreement terminating the same as to all communities which have signed.

XIII. Additional Parties - Any political subdivision of the State of Michigan which desires to become a party to this Agreement after its effective date but prior to the first or organizational meeting of the Authority may do so upon the majority affirmative vote of the existing Parties (which vote shall be weighted in accordance with the provisions of Article III, Section C) and upon executing this Agreement. After the first or organizational meeting of the Authority, any political subdivision of the State of Michigan desiring to become a party to this Agreement may make application to do so in accordance with such rules and procedures as the Authority may adopt regarding such applications. The Authority shall condition its approval of such application on the applicant's signing this Agreement, as then amended or restated, and may condition such approval on such other terms and conditions as it may deem necessary

or appropriate to protect its interests and the interests of its existing members.

XIV. Time Table - The Parties all acknowledge the importance and desirability of awarding a franchise as quickly as reasonably possible. Accordingly, the Parties hereby undertake, and hereby mandate the Authority to undertake, to exert their respective best efforts to comply with the following time table: (1) completion by the Authority of all required franchise documents (including, without limitation, forms of franchise ordinance, franchise agreement and RFP), and dissemination of the same to the Parties, within 45 days after the effective date of this Agreement; (2) adoption of the franchise documents (or filing objections thereto) by the Parties within 30 days after the same have been disseminated to the Parties by the Authority; (3) dissemination of the RFP by the Authority to prospective bidders forthwith upon the adoption by the Parties of the franchise documents; (4) submission of proposals by bidders to the Authority within 75 days after dissemination of the RFP by the Authority; (5) submission by the Authority to the Parties of the Authority's recommendation regarding the award of a franchise within 60 days after the date specified to prospective bidders for submission of proposals.

XV. Captions and Counterparts - The titles of Articles and the captions to sections shall not be deemed to be a part of this Agreement and shall have no independent significance. This 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.

XVI. Amendments - This Agreement may only be amended by further written agreement executed by all the Parties then bound hereby.

In Witness Whereof, this Agreement has been signed on the date indicated.

Dated: _____ City of _____

By _____

BY-LAWS

INTERGOVERNMENTAL CABLE COMMUNICATIONS AUTHORITY

1. Establishment. The Authority has been established by a certain Agreement between and among certain political subdivisions of the State of Michigan entitled "Intergovernmental CATV Agreement" (the Agreement) effective as of July 20, 1981. The rights, privileges, powers, purposes, duties, and responsibilities of the Authority, and the limitations thereon, shall at all times be subject to the terms and provisions of the Agreement.

2. Official Name. The official name of the Authority shall be "Intergovernmental Cable Communications Authority".

3. Members. Members of the Authority shall consist of and be limited to the parties to the Agreement as such parties may exist from time to time.

4. Representatives. Each Member shall be represented by one representative and one alternate representative. 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 and 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.

5. 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 on the second Wednesday of each month.

6. Special Meetings. Special meetings may be called by the Chairman of the Authority or by any two Members pursuant to notice as required under the Open Meetings Act. The notice shall specify the purpose for which the meeting has been called.

7. Place and Time of Meetings. The Huntington Woods City Hall shall be the official place and 2:00 p.m. the official time of all meetings of the Authority.

8. Rules of Order. Meetings of the Authority shall be conducted in accordance with Roberts Rules of Order, 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.

9. Quorum. A quorum of representatives shall consist of that number capable of casting a majority of possible votes of all representatives. Except as otherwise provided in Section 17 of these by-laws

a majority of 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.

10. Voting. Each Member, through its representative or alternate representative, shall be entitled to one vote plus one additional vote for each 10,000 (or fraction thereof) dwelling units within such Member's territorial limits as established by 1980 census figures of the Oakland County Planning Division. Voting shall only be by a representative or alternate actually present at a meeting; voting by proxy or in absentia shall not be permitted.

11. Agenda and Minutes. There shall be an agenda for each regular meeting and minutes shall be kept of each regular and special meeting of the Authority. Copies of such minutes shall be mailed to each Member as promptly as practicable after the meeting to which such minutes apply.

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

13. Officers. The officers of the Authority shall consist of a Chairman, a Vice Chairman, a Secretary, and a Treasurer. Any person may occupy any two of such offices except the offices of Chairman and Vice Chairman. Such officers shall be elected from among the representatives to the Authority by such representatives (or alternate representatives). Such election shall be by open ballot. The initial election of such officers shall take place at the first or organizational meeting of the Authority. Subsequent elections shall be held on the first meeting of the Authority held after the expiration of each fiscal year. All officers of the Authority shall serve without compensation and for a period commencing with their election and terminating with 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.

14. Duties of Officers. The Chairman of the Authority shall preside at all meetings of the Authority and shall approve the agenda for all regular meetings of the Authority as initially prepared by the Secretary. With the exception of the Vice Chairman in the Chairman's absence, the Chairman shall have the sole authority to execute documents or instruments on the Authority's behalf and to sign correspondence on behalf of the Authority. The Vice Chairman shall assume and perform all duties of the Chairman in case of the Chairman's absence or other inability to perform such duties. The Secretary shall keep, or cause the keeping, of all minutes of the Authority's meetings and shall prepare the agenda for all regular meetings of the Authority subject to the Chairman's right to amend such agenda. The Secretary shall also maintain and safekeep, or provide for the maintenance and safekeeping, of all of the Authority's official papers, documents, instruments and records. The Treasurer shall have custody and keep account of all funds of the Authority and render such accounts as the Authority may require of him. He shall deposit all funds of the Authority in such bank or banks as the Authority may designate, pay out money as the affairs of the

Authority may require, and properly invest so far as practicable, all funds received by the Authority. The Authority 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 Authority. The Authority may secure the fidelity of any or all of such officers by bond or otherwise.

15. Executive and Other Committees. The officers of the Authority shall constitute the Executive Committee. The Executive Committee shall have such powers and shall perform such duties as the Authority may delegate to it from time to time. The Authority may appoint by resolution such additional standing committees, special committees and task forces as the Authority may from time to time deem necessary or appropriate.

16. Lobbying. Pursuant to the requirements of Article IX of the Agreement, a special lobbying by-law shall be adopted, as soon as reasonably possible, establishing rules for lobbying, which such rules shall comply with the spirit of Section VI ("Guidelines for Lobbying Rules") of the Code of Cable Television Franchising Conduct, adopted and endorsed by the National League of Cities Board of Directors on February 28, 1981.

17. 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 Authority's members.

18. Supremacy of Agreement. In the event of any conflict between any provision of these by-laws, as originally adopted or subsequently amended, and any provision of the Agreement, as originally executed or subsequently amended, the provision of the Agreement shall prevail and the provision of the by-laws in conflict therewith shall be deemed to be void.

See additional by-laws 19+20 on next page

RESOLVED, that the Authority's by-laws be amended by adding additional by-laws 19 and 20 thereto to read as follows:

19. Any representative or alternate representative to the Authority who has a personal or financial interest in any matter presented to the Authority, shall disclose such interest to the Authority and thereafter shall not participate, except to respond to questions from Authority representatives, in any deliberation regarding that matter and shall abstain from voting thereon.

20. No representative, alternate representative, employee, or agent of the Authority 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 Authority. Any entity in which a representative, alternate representative, employee, or agent of the Authority has a direct interest shall be ineligible to apply for or be a recipient of any such grant or similar benefaction to be awarded by the Authority.

Adopted at regular meeting of the Authority on July 18, 1990.