

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE AUGUST 16, 2016 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00pm In the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer observed.

**Members Present:** Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe and Trustees: Stan Eldridge, Mike Martin,

**Members Absent:** Trustee Jean Hall Currie, Trustee S. Martin

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. 7:00PM – CREATION OF SPECIAL ASSESSMENT DISTRICT FOR  
OPERATION AND MAINTENANCE COSTS OF NEIGHBORHOOD  
SECURITY CAMERAS IN THE HOLMES ROAD NEIGHBORHOOD –  
RESOLUTION 2016-33**

(PUBLIC HEARING SET AT THE JUNE 21, 2016 REGULAR MEETING)

**SUPERVISOR STUMBO DECLARED THE PUBLIC HEARING OPEN at 7:05 PM**

Laurie Dean, Township Resident stated she supports the security cameras. She believes it will increase safety in her neighborhood and would help her not to be a prisoner in her own house with decorative bars on the windows and doors. She has witnessed drug deals in her street. Ms. Dean stated she was terrified of public speaking but this was very important to her.

Karen Holman, Township Resident stated she and her husband were opposed to the security cameras. Mrs. Holman said she had sympathy for the issues with crime but did not feel installing cameras were the best way to use their resources. She stated studies had shown cameras had little or no value to deter crime. Mrs. Holman suggested hiring a Neighborhood Resolution Officer to help with the issues in her neighborhood.

Alex Henderson, Township Resident stated she was against security cameras. Ms. Henderson said she worried about the cost for the cameras because there was no cap on the cost. She said to have the cameras would be a deterrent for future home buyers for the neighborhood. Ms. Henderson stated she has a security system and she had been broken into twice and her car had been broken into in her driveway. She said that although the Police were able to identify the person through fingerprints because they could not place him in her home they could not prosecute. Ms. Henderson also stated she spoke with Police Chief Derrick Jackson and he said cameras were not effective in stopping crime.

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Rachel Arnold, Township Resident stated she was against security cameras. Ms. Arnold said that she voted yes on the letter that was mailed to her home but she thought it meant that there would be discussion about cameras. She stated that she felt the Township did not present it clear enough in the letter that was mailed to residents. Ms. Arnold had read studies about cameras not being effective. She stated she spoke with Police Chief Derrick Jackson and he said cameras were not effective in stopping crime. She felt that the money that would be used for cameras would be better spent in ways that were proven to stop crime.

Betsy Stevens, Township Resident stated she supports the security cameras. Ms. Stevens stated that when she purchased her home 20 years ago most homes were owner occupied now most of the homes in her neighborhood are rentals. She said looks out her window and witnesses drug deals and domestic violence often. Ms. Stevens said that people would call police but when the witness needs to show up in court they refuse and the crime continues. Ms. Stevens stated that cameras would pick up people on bicycles and the evidence of this happened a couple years ago in West Willow. She said a pedophile had abducted a girl and he had been on a bike and was identified on the camera and he was caught and was now incarcerated. Ms. Stevens stressed that cameras work and for the cost she felt it was worth it.

Charles Johnson, Township Resident stated he was opposed to the security cameras. Mr. Johnson believed that having cameras would give people a false sense of security. He said that as a society we should look at those who were found guilty of a crime as our failure and not our victory.

Bob Stevens, Township Resident stated he supports the security cameras. Mr. Stevens stated that if people are in the street they should not be concerned about not having privacy because of the cameras. He said that crime was down in West Willow and he believes it was directly related to the cameras installed there.

D'Reel Graham, Township Resident stated that only 3% of crime is conducted by individuals 17 and under, most crime in neighborhood were minor crimes.

Carly said her parents are Township Residents and said she and her parents are in favor of the cameras. She said that it was worth the money if it stops one child getting abducted, one drug deal getting interrupted, or one home doesn't get broken in to.

Linda Mealing, Township Resident from West Willow stated she was in favor of the cameras and felt the cameras were a step in the right direction in her neighborhood. She said the cameras do not look in her home it was in a public area. Ms. Mealing stated that whether the people committing the crimes need help for drug addiction or incarcerated for the crime they committed the community needs to work together. She said if you see something, do something, say something!

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Betsy Stevens, Township Resident stated that there was a neighborhood watch group and invited the Holmes Road Residents to the meeting.

Arloa Kaiser, Township Resident stated having police presence in the community and getting youth involved in programs would help stop crime. She stated that some youth feel that when they commit a crime the only thing they did wrong was they got caught. Ms. Kaiser said that we have a new generation and we have to work together. She said there were a lot of neighborhood watch groups trying to make better neighborhoods for each other.

Monica Ross-Williams, Township Resident lives in West Willow and supports cameras. She stated that she had been on the board when they were deciding on cameras. Ms. Ross-Williams said that the ACLU came to discuss privacy issues. She confirmed the issue with the person on the bike who was arrested.

Steve Lambert, Township Resident questioned the cost for cameras and the effectiveness and said he was against the cameras. He stated he was on Social Security and he would need to know how effective the cameras were before he would want to spend the money for them.

Rachel Arnold, Township Resident stated that she doesn't feel this was a democratic process. She said there were 558 properties in the area and the Township received 183 responses with 112 voting yes. She stated that with 558 each home owner would be able to vote which means if there were two property owners in the home both would vote. Assuming there would be more than 558 owners so less than a 20% voted to have the hearing. Ms. Arnold stated she would support the outcome.

**Public Hearing Closed at 7:45pm**

Clerk Lovejoy Roe read a list of Residents who emailed or called the Clerks' Office regarding the opposition or support of the cameras:

**Opposed to Cameras:** Alexandra Henderson, Rachel Arnold, April Jacobs, David Benoit, Josh Arnold, Mary Jo Grimmette, Tom McDowell, Heather Roe, Anna Wood, Gary Wood, Gibbons Family, Karen Pilon, Heather Weaver

**Support of Camera:** Leshia Ashsaq (owns five rental properties), Angela Peters, Don Preston

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**Clerk Lovejoy Roe read Resolution 2016-33 (see attached)**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Resolution 2016-33.**

Treasurer Doe stated that he would vote to approve because the bulk of the residents that returned the surveys voted for the cameras. Treasurer M. Martin stated that he would vote to approve because the majority of the residents who responded to the survey were in support of the cameras.

Clerk Lovejoy Roe stated that she would support using funds to hire more deputies. She said that additional township resident assessments would be more effective in hiring new deputies than installing cameras and she opposed the cameras.

Supervisor Stumbo stated she agreed with working on the root cause of crime but said that the Township Board was involved with supporting programs which help our community.

Trustee Eldridge stated that because he was a former Police Officer he would support adding more Law Enforcement Officers. Trustee Eldridge said that adding an additional Police Officer would cost about \$155,000.00 a year. Trustee Eldridge stated that the Sheriff of our County along with other Law Enforcement support cameras to use as a tool, therefore he is voting to support this resolution.

**The motion carried.**

**PUBLIC COMMENTS**

D'Reel Graham, Township Resident stated that he would challenge the Township and its' residents to exercise their right by voting for individuals who would reevaluate the Washtenaw County justice system and help them work on rehabilitation and social good for residents and stop discrimination.

Monica Ross Williams, Township Resident and Park Commissioner stated she was opposed to the Nexus Pipeline.

Lyle Timberwolf, Township Resident stated he was opposed to the Nexus Pipeline.

Jennifer Sporer, Township Resident stated she was opposed to the Nexus Pipeline.

Sydney Skaggs, Township Resident stated she was opposed to the Nexus Pipeline.

Alvesta Smith, Township Resident stated she was opposed to the Nexus Pipeline.

Ben Calhoun, Township Resident stated he was opposed to the Nexus Pipeline.

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Linda Dominik, Township Resident stated she was opposed to the Nexus Pipeline.

Sarah Showner, Walled Lake Resident stated she was opposed to the Nexus Pipeline.

Stacey Lewis, Township Resident stated she was opposed to the Nexus Pipeline.

P'Desha Miles, Township Resident stated she was opposed to the Nexus Pipeline.

Sherry Howard, Township Resident stated she was opposed to the Nexus Pipeline.

Jeffrey Cade, Township Resident stated he was opposed to the Nexus Pipeline.

Andrea Pierce, Township Resident stated she was opposed to the Nexus Pipeline.

**CONSENT AGENDA**

A. MINUTES OF THE JULY 19, 2016 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR AUGUST 2, 2016 IN THE AMOUNT OF \$1,159,824.08
2. STATEMENTS AND CHECKS FOR AUGUST 16 , 2016 IN THE AMOUNT OF \$2,724,446.04
3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY 2016 IN THE AMOUNT OF \$39,996.27
4. CHOICE HEALTH CARE ADMIN FEE FOR JUNE 2016 IN THE AMOUNT OF \$1,192.50

C. JULY 2016 TREASURER'S REPORT (see attached)

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the consent agenda.**

**The motion carried unanimously.**

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**SUPERVISOR REPORT (see attached)**

Supervisor Stumbo read a Proclamation honoring Lt. Col. Charles Kettle. On July 18, 2016 he was given the Medal of Honor presented by President Obama for his bravery during the Viet Nam War. The Ypsilanti Historical Society dedicated a memorial bench in his honor installed outside the Ypsilanti Historical Museum. On August 13, 2016 Lt. Col. Charles Kettle received a Home Town Heroes Welcome with a Medal of Honor celebration at the Yankee Air Museum.

**A motion was made by Trustee Eldridge, supported by Treasure Doe to approve the Proclamation that would be presented to Lt. Col. Charles Kettle and his family (see attached).**

**The motion carried unanimously.**

Supervisor Stumbo stated she had attended numerous meetings. She said that several meetings she attended were regarding the American Center for Mobility. Supervisor Stumbo stated she along with Federal Congressional Representatives and Senators, Representatives of Toyota, GM, and Ford, University of Michigan, Airport Representatives, and Governor Snyder met with Secretary Fox, Secretary of Transportation on July 22, 2016 so he could visit the site and he was given a presentation showing why Michigan would be the right location for the autonomous vehicle project. Supervisor Stumbo said that California and Ohio are also being scouted as possible locations.

Supervisor Stumbo stated that the 25th Anniversary of the Vietnam Memorial would be on November 10, 2016.

**CLERK REPORT (see attached)**

Clerk Lovejoy Roe stated that 6351 voters participated in the August Primary Election which was 15.44% of the registered voters. She said out of the 6351 voters, 2389 were absentee voters. Clerk Lovejoy Roe stated election workers were needed for the November 8, 2016 election and she encouraged anyone who would be interested to apply.

**TREASURER REPORT (none given)**

**TRUSTEE REPORT (none given)**

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**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated that the stabilization of the Township is continuing. He said there were new businesses coming into the Township such as the Fresh Thyme Market on Washtenaw. Attorney Winters stated that the impact of the American Center for Mobility would be great for Ypsilanti Township. He said the redesign of the area on the site of the old Bomber Plant would create a campus where all the major auto companies and tech companies would be investing millions of dollars in developing a new generation of vehicles. Attorney Winters stated that a major hotel would be building in the Township. Attorney Winters said that one of the major cell tower companies would like to buy out the Township contract. He stated that he would bring the cell tower proposal to the board in September for a possible vote. Attorney Winters stated that the township had two properties which were going to be demolished by the County Treasurer. Mr. Winters said that the County Treasurer had decided not to demolish these properties so the Township would have to deal with these properties.

**OLD BUSINESS**

**1. RESOLUTION 2016-17, OPPOSING THE NEXUS PIPELINE  
(TABLED AT THE JULY 19, 2016 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to remove Resolution 2016-17 from table.

<b>Eldridge:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>		
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution 2016-17, opposing the Nexus Pipeline (see attached).**

Trustee Mike Martin stated that the jobs that would be created for this pipeline would be temporary but the devastation it may cause would be permanent and he would urge the board to vote yes to oppose the Nexus Pipeline.

Clerk Lovejoy Roe stated she received emails from Rebecca Mcallick urging the board to pass the resolution, Jenelle Palmer urged the board to pass the resolution, Ronald and Joanie Raimey urged the board to pass the resolution, Sally Van Slambrouck urged the board to pass the resolution, Mr. Tobler, who is here tonight, urged the board to pass the resolution, the Sierra Club sent a letter urging the board to oppose the pipeline. Clerk Lovejoy Roe stated that as she was here at the meeting two more township residents emailed her to say they were opposed to the pipeline.

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Supervisor Stumbo stated that DTE would absorb part of the cost of transmission by increasing customer rates. She said that Spectra and DTE sent a waiver to request the approval to eliminate the odor control, but she said having the odor would detect leaks so she questioned why would Spectra/Nexus want a waiver. Supervisor Stumbo stated that they would include all the resident's responses when sending the resolution to FERC.

**The motion carried unanimously.**

**NEW BUSINESS**

**1. BUDGET AMENDMENT #11**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to support Budget Amendment #11 (see attached).**

**The motion carried unanimously.**

**2. 1<sup>ST</sup> READING OF PROPOSED ORDINANCE 2016-466, SEWAGE DISPOSAL RATE CHANGE**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve 1<sup>st</sup> Reading of Proposed Ordinance 2016-466, Sewage Disposal Rate Change (see attached).**

<b>Eldridge:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>		
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**The motion carried unanimously.**



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**3. 1<sup>ST</sup> READING OF RESOLUTION 2016-30, PROPOSED ORDINANCE 2016-464, AMENDING CHAPTER 48 ARTICLE III OF THE CODE OF ORDINANCES REGARDING RENTAL PROPERTY REGISTRATION AND INSPECTION TO INCLUDE MUTLI-FAMILY RESIDENTIAL UNITS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve 1<sup>st</sup> Reading of Resolution 2016-30, proposed Ordinance 2016-464, Amending Chapter 48 Article III of the Code of Ordinances Regarding Rental Property Registration and Inspection to Include Multi-Family Residential Units (see attached).**

Supervisor Stumbo explained the Resolution was for inspecting multi-rental units as we do for single family rentals. She said the Township authorized hiring additional people to enforce this as well as ACT 54 code enforcement. Supervisor Stumbo said she would hope this would have a positive impact on the multi units as it has with the single family rentals.

<b>Eldridge:</b>	<b>Yes</b>	<b>Lovejoy Roe:</b>	<b>Yes</b>		
<b>Doe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>

**The motion carried unanimously.**

**4. 1<sup>ST</sup> READING OF RESOLUTION 2016-31, PROPOSED ORDINANCE 2016-465, ADOPTION OF THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve 1<sup>st</sup> Reading of Resolution 2016-31, Proposed Ordinance 2016-465, Adoption of the 2015 International Property Maintenance Code (see attached).**

<b>M. Martin:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>Lovejoy Roe:</b>	<b>Yes</b>
<b>Stumbo:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>		

**The motion carried unanimously.**

**5. RESOLUTION 2016-32, TEMPORARY ROAD CLOSURE REQUEST FOR RUNNING FIT "RUN SCREAM RUN" 5K, 10K, AND KID MILE RUN ON OCTOBER 8, 2016**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2016-32, Temporary Road Closure Request for Running Fit "Run Scream Run" 5K, 10K, and Kid Mile Run on October 8, 2016 (see attached).**

**The motion carried unanimously.**

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**6. REQUEST OF MIKE RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS TO APPROVE A NEW AUTO STORAGE/DISMANTLING BUSINESS LICENSE FOR AAA PARTS, LLC LOCATED AT 2280 E. MICHIGAN AVENUE**

Mr. Salimay, owner of AAA Parts, stated they sell parts, and has a contract with State of Michigan to install cameras and breathalyzers into vehicles. He said he would be landscaping the area.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Mike Radzik, Director Office of Community Standards to Approve a New Auto Storage/dismantling Business License for AAA Parts, LLC Located at 2280 E. Michigan Avenue.**

The motion carried unanimously.

**7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1024 W. MICHIGAN AVENUE, 792 N. FORD BLVD. , 5935 S. IVANHOE, 2850 APPLERIDGE, 544 OAKLAWN, 1725 BEVERLY, 835 ECORSE AND 2349 WASHTENAW IN THE AMOUNT OF \$40,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Properties Located at 1024 W. Michigan Avenue, 792 N. Ford Blvd., 5935 S. Ivanhoe, 2850 Appleridge, 544 Oaklawn, 1725 Beverly, 835 Ecorse and 2349 Washtenaw in the Amount of \$40,000.00 Budgeted in Line Item #101-950-000-801-023.**

The motion carried unanimously.

**8. REQUEST APPROVAL OF RENEWED VIDEO LOCAL FRANCHISE AGREEMENT FOR AT&T MICHIGAN AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request Approval of Renewed Video Local Franchise Agreement for AT&T Michigan and to Authorize Signing of the Agreement (see attached).**

The motion carried unanimously.

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- 9. REQUEST APPROVAL OF AGREEMENT FOR EXTENSION CENTER OFFERINGS BETWEEN WASHTENAW COMMUNITY COLLEGE AND YPSILANTI TOWNSHIP FOR USE OF A ROOM FOR EXTENDED LEARNING CLASSES AND TO AUTHORIZE SIGNING OF THE AGREEMENT CONTINGENT UPON ATTORNEY APPROVAL**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request Approval of Agreement for Extension Center Offerings Between Washtenaw Community College and Ypsilanti Township for Use of a Room for Extended Learning Classes and to Authorize Signing Agreement Contingent Upon Attorney Approval.**

**The motion carried unanimously.**

- 10. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 20, 2016 AT APPROXIMATELY 7:00 PM – SPECIAL ASSESSMENT LEVY**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request to Set a Public Hearing Date of Tuesday, September 20, 2016 at Approximately 7:00 PM – Special Assessment Levy.**

**The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF CHIEF COPELAND, FIRE CHIEF TO AWARD THE LOW BID FOR THE INSTALLATION OF TWO (2) FURNACES AND AIR CONDITIONING UNITS TO AL WALTERS HEATING & AIR CONDITIONING, INC. IN THE AMOUNT OF \$16,053.00 BUDGETED IN LINE ITEM #206-970-000-980-001 SUBJECT TO CONTRACT APPROVAL FROM TOWNSHIP ATTORNEY**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Chief Copeland, Fire Chief to Award the Low Bid for the Installation of Two (2) Furnaces and Air Conditioning Units to Al Walters Heating & Air Conditioning, Inc. in the Amount of \$16,053.00 Budgeted in Line Item #206-970-000-980-001 Subject to Contract Approval from Township Attorney.**

**The motion carried unanimously.**

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- 2. REQUEST AUTHORIZATION FOR OHM TO PREPARE SPECIFICATIONS, SEEK AND OVERSEE BIDS FOR THE ASPHALT REMOVAL AND REPLACEMENT FOR GREEN OAKS GOLF COURSE CART PATH AND THE APPLERIDGE CONCRETE PAVING PROJECT IN AN AMOUNT NOT TO EXCEED \$10,000.00 BUDGETED IN LINE ITEM #212-212-000-801-000 AND TO WAIVE THE FINANCIAL POLICY ALLOWING THREE QUOTES IF NEEDED AND AUTHORIZING THE THREE FULL TIME OFFICIALS TO MAKE A FINAL DETERMINATION ON THE APPLERIDGE CONCRETE PAVING PROJECT IN AN AMOUNT NOT TO EXCEED \$31,000.00 BUDGETED IN LINE ITEM #212-970-000-975-795 (FUNDED BY A GRANT FROM THE MICHIGAN RECREATION AND PARTS ASSOCIATION)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request Authorization for OHM to Prepare Specifications, seek and oversee bids for the Asphalt Removal and Replacement for Green Oaks Golf Course Cart Path and the Appleridge Concrete Paving Project in an Amount not to Exceed \$10,000.00 Budgeted in Line Item #212-212-000-801-000 and to Waive the Financial Policy Allowing Three Quotes if Needed and Authorizing the Three Full Time Officials to Make a Final Determination on the Appleridge Concrete Paving Project in an Amount not to Exceed \$31,000.00 Budgeted in Line Item #212-970-000-975-795 (Funded by a Grant From the Michigan Recreation and Parks Association).**

**The motion carried.**

**A Motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to adjourn.**

**The motion carried unanimously.**

The meeting was adjourned at approximately 9:35 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# Proclamation

## Honoring Vietnam Veteran Lieutenant Colonel Charles Kettles

**WHEREAS**, the Charter Township of Ypsilanti wishes to honor and pay tribute to Lieutenant Colonel Charles Kettles for his extraordinary bravery that saved the lives of eight stranded soldiers under intense enemy fire; and

**WHEREAS**, on May 15, 1976, then Major Charles Kettles, commander of the 176<sup>th</sup> Assault Helicopter Company's first platoon received orders to evacuate 44 soldiers pinned down by the strenuous fire from the North Vietnamese Army; and

**WHEREAS**, without hesitation, he led eight choppers on several excursions, into the battle zone during a concentrated ambush by enemy forces to rescue the trapped soldiers; and

**WHEREAS**, Major Kettles quickly learned a squad of eight soldiers remained on the ground who had been unable to reach the extraction site; and

**WHEREAS**, he immediately turned his chopper around and without additional aerial support, flew back into the hot zone, making himself and his lone machine gunner an easy target for North Vietnamese enemy fire; and

**WHEREAS**, through his unselfish bravery and his determination to leave no soldier behind, he returned to the hot zone, amid heavy fire to airlift the eight remaining soldiers to safety; and

**WHEREAS**, on July 18, 2016, Ypsilanti resident and Vietnam War Veteran Lieutenant Colonel Charles Kettles was awarded the nation's highest military honor, the Medal of Honor presented by President Barack Obama; and

**WHEREAS**, the Ypsilanti Historical Society presented him with a Memorial Bench, installed outside the Ypsilanti Historical Museum; and

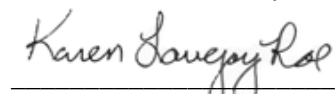
**WHEREAS**, on August 13, 2016, Lieutenant Colonel Charles Kettles received a hometown, hero's welcome with a Medal of Honor celebration at the Yankee Air Museum.

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Ypsilanti wishes to honor and pay tribute to Lieutenant Colonel Charles Kettles for his extraordinary bravery that went beyond the call of duty to save the lives of his fellow servicemen.

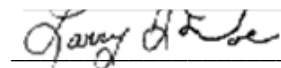
Dated and Signed This 16th Day of August, 2016



Brenda L. Stumbo, Supervisor



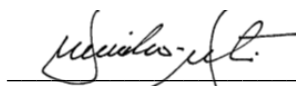
Karen Lovejoy Roe, Clerk



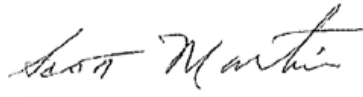
Larry J. Doe, Treasurer



Stan Eldridge, Trustee



Mike Martin, Trustee



Scott Martin, Trustee

# **CLERK REPORT**

**August 16, 2016**

**Submitted by Karen Lovejoy Roe, Clerk**

- **AUGUST 2, 2016 PRIMARY ELECTION** - The Clerk's Department is following up the August 2, 2016 election and waiting on the County Board of Canvassers to meet to certify the election. The turnout for the election in Ypsilanti Township was 6,351 voters or 15.43% of the registered voters. Out of the 6,351 total voters 2,389 were absentee voters. The Residential Services Department did a great job of setting up all the signs and precinct locations. The Information Systems Department assisted in the preparation of the election and on election day. Staff members from several township departments worked the election and did a fantastic job on election day. The election operation is a major undertaking and can only be successful with the help of many township departments and staff. The Clerk and all the Clerk's staff are very grateful for the enthusiastic support and work of all township employees that supported the August Primary election process. Dual poll books were utilized in several precincts in preparation for the November, 2016 election. Election workers are needed for the November election.
- **November 8, 2016 PRESIDENTIAL ELECTION** - Plans and preparations are well underway for the November 8, 2016 Presidential Election. Absentee applications are in for the November 8, 2016 election and have been mailed out to the permanent absentee voter list. New Voting Booths-Table Tops, were utilized in several precincts at the August Primary Election an effort to plan for the November 2016 election. The Clerk's office is planning on almost doubling the number of voting booths at each voting location. The increase in voting booths together with utilizing dual poll books at the larger voter turnout precincts will help with the long lines that are the norm at the Presidential Elections. The Clerk's office is also encouraging voters to request an absentee application and to vote absentee. Training for the Election Inspectors and Chairpersons will be intensive for the November election including dual poll book usage. Election Inspectors are needed for the November election. Absentee ballots and Election Inspector applications can be requested by emailing [klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org) or calling 734.484.4700.
- **AFFORDABLE HOUSING REGIONAL EQUITY LEADERSHIP GROUP MEETING** - Clerk Lovejoy Roe and Supervisor Stumbo attended the meeting of the Affordable Housing Regional Equity Leadership Group on Wednesday, May 11, 2016 at the LRC off of Washtenaw Ave. This group of elected leaders and Washtenaw County staff are working on strategies to implement the goals of the Affordable Housing Study that was adopted throughout Washtenaw County. Voucher Counseling was discussed as a vehicle to encourage, support and/or incentivize more equitable geographic distribution of housing voucher usage in Washtenaw County to meet the goals of the Affordable Housing Study. A map was provided indicating affordable housing available in Washtenaw County in rental units or apartments. Discussion regarding a variety of ways to engage landlords in affordable housing needs was also explored.

- **REGIONAL TRANSPORTATION AUTHORITY** - Clerk Lovejoy Roe attended the meeting of the RTA Joint Policy/Technical meeting on June 8, 2016 at the Dearborn City Council Chamber in Dearborn, Michigan. A project update was presented along with the study schedule. There was thorough discussion about the Tier 3 refinement including where mid-corridor stations would be located, ridership analysis regarding both the Regional Rail proposal and the Bus Rapid Transit proposal. The RTA funding proposal will be on the ballot for the November 8, 2016 election in Washtenaw, Wayne, Oakland and Macomb counties. It will take a majority of voters approving the millage in the 4 counties for it to pass.
- **WASHTENAW URBAN COUNTY EXECUTIVE COMMITTEE MEETING** - Clerk Lovejoy Roe attended the Washtenaw Urban County Executive Committee Meeting on Wednesday, May 4, 2016. The 2015 Substantial Amendment Public Hearing was held at this meeting with no comments from the public. The Urban County Executive Committee approved the 2015 Substantial Amendment that would allow a switch of the \$201,540 HOME funds for Down Payment Assistance Program awarded to Habitat for Humanity. The HUD regulatory changes in the use of these funds originally approved would not make it fiscally responsible for Habitat to utilize therefore an amendment was requested that would switch the \$201,540 DPA to the Acquisition, Development and Resale (ADR) program for Habitat to use. The 2016-17 Coordinated Funding Recommendations were approved for Human Services in Washtenaw County. The allocation of \$106,899 of CDBG Priority Funding for 2015 was originally awarded to Habitat for Humanity to complete energy efficiency improvements in Gault Village and West Willow in Ypsilanti Township and in the Garland Neighborhood in the City of Ypsilanti. Habitat for Humanity has decided it would be best to not pursue these funds through CDBG but through other funding sources. Discussion surrounded the use of the funds, \$106,899 of priority funding, to be reallocated to pursue more substantial rehabilitation projects instead of energy efficiency. This issue will be voted on at the next Urban County Meeting. There has not been a meeting since May due to lack of agenda items. There is a lot of transition going on currently at the Office of Community and Economic Development at Washtenaw County. It is expected that a meeting will be held in August or September once the new staff assignments have been made.

## RESOLUTION NO. 2016-17

*A resolution opposing the Nexus Gas Transmission (NGT) Pipeline Company in the creation of a new pipeline*

**WHEREAS** the NEXUS Gas Transmission (NGT) project, a partnership of DTE Energy and Spectra Energy is being designed to transport growing supplies of natural gas from the Marcellus and Utica shale fields to receiving points in Ohio and Michigan; and

**WHEREAS** the proposed path will consist of a newly constructed, large diameter greenfield pipeline that will extend approximately 250 miles from receiving points in northeastern Ohio to a connection point in southeastern Michigan with an existing pipeline infrastructure; and

**WHEREAS** of the 250 miles of new pipeline construction, approximately 50 miles of this will be in Michigan, coming through Lenawee and Monroe Counties, then entering Washtenaw County and traveling through Augusta and Ypsilanti Townships; and

**WHEREAS** the path will utilize both existing and expansion capacity on the DTE Gas transportation system and the Vector Pipeline System to access Michigan markets; and

**WHEREAS** in November 2013, the Federal Energy Regulatory Commission (FERC) approved the abandonment/sale of Energy Transfer's natural gas trunkline based on the claim that there already existed excess pipeline capacity in the Midwest, including Michigan; and

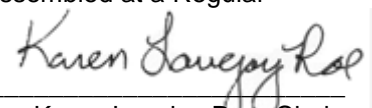
**WHEREAS** in many parts of Michigan; Washtenaw County, Ypsilanti Township and Augusta Township included, recovery in home and property values are just starting to increase from the previous market crash. With four (4) existing pipeline corridors of various commodities already running through Washtenaw County, additional pipelines would only contribute to property values once again declining in the areas impacted; and

**WHEREAS** the proposed pipeline path will be within approximately 1,000 feet of Brick Elementary School, as well as Model Elementary and Early Childhood Center;

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti Board of Trustees hereby opposes construction of the Nexus Gas Transmission project based on the lack of necessity for Michigan and Washtenaw County due to excess pipeline capacity versus demand as cited in the Federal Energy Regulatory Commission Order Approving Abandonment, Docket No. CP12-491-000 issued on November 7, 2013; and

**BE IT FURTHER RESOLVED** that the Clerk's Office will file a copy of this resolution as a comment before the Federal Energy Regulatory Commission.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2016.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



CHARTER TOWNSHIP OF YPSILANTI  
2016 BUDGET AMENDMENT #11

August 16 , 2016

101 - GENERAL OPERATIONS FUND

Total Increase \$1,867.00

Increase budget for PTO payout request over the budgeted 32 hours. An employee is requesting 100 PTO hours to be paid at 75% . This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,867.00
		Net Revenues	<u>\$1,867.00</u>
Expenditures:	Salaries pay out -PTO	101-201-000-708.004	\$1,734.00
	FICA	101-201-000-715.000	\$133.00
		Net Expenditures	<u>\$1,867.00</u>

Motion to Amend the 2016 Budget (#11):

Move to increase the General Fund budget by \$1,867 to \$8,677,620 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI  
PROPOSED ORDINANCE NO. 2016-466**

**An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.**

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:**

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2016, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2016, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

**Schedule A:**

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.39	\$1.39	\$18.64	\$23.07	\$20.03	\$24.46
1	1000	\$2.35	\$2.35	\$31.16	\$39.27	\$33.51	\$41.62
1½	2100	\$5.14	\$5.14	\$63.92	\$80.74	\$69.06	\$85.88
2	4000	\$9.33	\$9.33	\$123.30	\$155.19	\$132.64	\$164.52
3	9000	\$21.01	\$21.01	\$269.10	\$347.25	\$290.11	\$368.26
4	16200	\$37.82	\$37.82	\$513.32	\$625.84	\$551.14	\$663.66
6	36000	\$84.05	\$84.05	\$1,106.77	\$1,392.81	\$1,190.81	\$1,476.86
8	66000	\$154.04	\$154.04	\$2,019.98	\$2,544.19	\$2,174.01	\$2,698.22
10	102000	\$234.55	\$234.55	\$3,126.77	\$3,937.00	\$3,361.32	\$4,171.55
12	150000	\$350.11	\$350.11	\$4,602.47	\$5,794.01	\$4,952.58	\$6,144.12

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.235	\$2.017	\$2.252
All Others	\$0.235	\$2.126	\$2.361

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-466 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 16, 2016. The second reading is scheduled to be heard on September 20, 2016.

*Karen Lovejoy Roe*

\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**RESOLUTION 2016-30**  
**(In Reference to Ordinance 2016-464)**

*Rental Inspection Requirement to  
Include Multi-Family Residential Units*

**Whereas**, the Township currently requires rental inspections for all single and duplex rental units; and

**Whereas**, the Township Board finds that it is in the best interests for Township residents' health, safety, and welfare to expand the rental inspection requirement to include multi-family residential units which are subject to rental agreements; and

**Whereas**, Ordinance No. 2016-464 amends Chapter 48 of the Township Code of Ordinances to require inspections for multi-family residential units which are subject to rental agreements;

**Now therefore**, be it resolved that Ordinance 2016-464 is hereby adopted by reference.

**CHARTER TOWNSHIP OF YPSILANTI  
PROPOSED ORDINANCE NO. 2016-464**

*An Ordinance to Amend Chapter 48 Article III of the  
Ypsilanti Charter Township Code of Ordinances  
Regarding Rental Property Registration and Inspection*

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Code of Ordinances is amended as follows:

DELTE: in its entirety, Article III of Chapter 48 entitled "One and Two Unit Dwelling Rental Properties":

ADD: the following new article to Article III of Chapter 48:

Sec. 1 Definitions.

The following words and phrases shall have the following meanings respectively given to them in this article:

*Apartment dwelling:* an attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by common stair landing or walkway. Apartments are typically rented to the occupants. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also known as garden apartments or flats.

*Certificate of compliance:* A certificate issued by the Township's Office of Community Standards indicating that the dwelling unit identified on the certificate is in compliance with this article and other applicable state laws and township ordinances. The Certificate shall show the name and address of the property owner and the expiration date. It shall be valid until its expiration date, unless suspended by the Office of Community Standards upon a subsequent reinspection disclosing violations.

*Code:* The Township Property Maintenance Code

*Code Compliance:* the dwelling unit is in compliance with all applicable state law and township code requirements, including the Township's Property Maintenance Code.

*Department:* Ypsilanti Township Office of Community Standards

*Dwelling Unit:* a structure containing single family detached residential dwelling unit, single family attached residential dwelling unit, a multi-family residential dwelling unit, an apartment dwelling, a duplex residential dwelling unit, or a manufactured dwelling unit.

*Duplex Dwelling:* A detached building, designed exclusively for and occupied by two families living independently of each other, with separate housekeeping, cooking and bathroom facilities for each family.

*Family:*

- (a) A single individual or a number of individuals domiciled together whose relationship is of a continuing nontransient, domestic character and who are cooking and living together as a single, nonprofit housekeeping unit. This shall not include any society, club, fraternity, sorority, association, lodge, coterie, hospice, organization, or group of students or other individuals whose relationship is of transitory or seasonal nature or for anticipated limited duration of school terms or other similar determinable period.
- (b) The functional equivalent of the domestic family, that is, persons living together in a dwelling unit whose relationship is of a permanent and distinct character and is the functional equivalent of a domestic family, with a demonstrable and recognizable bond which constitutes the functional equivalent of the bonds which render the domestic family a cohesive unit. This definition shall not include any rooming house, society, club, fraternity, sorority, association, lodge, coterie organization or group whose association is temporary or seasonal in character or nature. For the purposes of the enforcement, it is presumed that a functional equivalent of a domestic family is limited to six (6) or fewer persons.

*Manufacture Dwelling Unit:* A dwelling unit which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located.

*Multiple-family dwelling:* A building designed for and occupied by three or more families living independently, with separate housekeeping, cooking, and bathroom facilities for each. Multiple-family dwelling units may also be known as apartments.

*Owner:* A person or entity with legal or possessory interest in a dwelling unit.

*Owner's agent:* Any employee, or any person with implied consent or apparent authority, or acting under color of authority, of the owner.

*Rental Agreement:* Any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of residential premises.

*Single-family Attached Dwelling:* A self-contained single-family dwelling unit attached to a similar single-family attached dwelling unit with party or common walls, designed as part of a series of three or more dwelling units, each with:

- (a) A separate entryway with direct access to the outdoors at ground level;
- (b) Each dwelling shall comprise of a single unit from the lowest floor to the highest floor of the structure between the common walls (i.e. units shall not be stacked on top of each other);
- (c) A separate basement, if applicable;
- (d) A separate utility connection, and;
- (e) Defined front and rear yards.

*Single-family Attached Dwelling* units may also be known as townhouses, row houses, or clustered single-family dwellings. Any three or more attached dwellings not meeting the above criteria shall be considered a multiple-family dwelling.

*Single-family Detached Dwelling*: an independent, detached residential dwelling designed for and used or held ready for use by one family only.

*Temporary Certificate of Compliance*: A certificate issued for a dwelling unit, following an inspection, which is found to be in substantial compliance with the Code and which, in the opinion of the building officials, has no life-, health-, or safety-threatening violations. Such certificate shall state any remaining violations to be corrected and the date it expires. A reasonable extension may be granted at the discretion of the department. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

*Tenant*: The person entitled under a rental agreement to the use and occupancy of a dwelling unit.

## Sec. 2 - Registry of owners and premises.

- (a) All persons owning dwelling units which are subject to rental agreements shall register the dwelling unit with the Department. Owners of new dwelling units which are subject to rental agreements shall register prior to the date of issuance of the first certificate of occupancy. The registration shall include: 1) the owner's name, 2) business address, 3) email address, 4) date of birth, 5) telephone number and 6) the address of the dwelling unit within the township owned by such persons which are rented in whole or in part, including the number and type of each unit in the structure.
- (b) If the dwelling unit is managed or operated by an agent, the owner shall supply the agent's name, business address, email address and telephone number and the name of that person's representative, and a statement that the agent is authorized to receive notices and process under this Article.
- (c) If the owner is a corporation, the names, addresses and telephone numbers of its officers shall be listed as shall the name, address and telephone number of the registered agent along with the state registration number. If the corporation is controlled in whole or in part by another corporation, the same information shall be provided for the other corporation.
- (d) Any change in the name or address of the owner or the owner's agent, or in the number of units, or in any other information required in this section shall be reported to the Department within 15 days.
- (e) Owners of single and duplex dwelling units who permit persons to occupy single and duplex dwelling units are exempt from the provisions of this Article provided:

- (1) No compensation is received by the owners for the use and occupancy of the premises by non-owners.
- (2) The owner pays the property taxes and homeowners insurance for the premises used and occupied by non-owners.
- (3) The owner signs an affidavit attesting under oath that:
  - a. No compensation is received for the use and occupancy of the single or duplex dwelling unit;
  - b. The property taxes and insurance are paid by the property owner;
  - c. The exemption automatically terminates when the owner receives compensation for the use and occupancy of the premises or the property taxes and/or homeowners insurance are paid by a non-owner.

Sec. 3. - Certificate of compliance required.

- (a) The Department shall provide for the systematic inspection of all dwelling units which are subject to rental agreements in the township for the purposes of determining whether the dwelling units are in compliance with the Code and this chapter. Those dwelling units that are in compliance shall be issued a certificate of compliance.
- (b) An owner shall provide the Department with a certificate of insurance, issued by an insurance company that certifies that the dwelling unit is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
- (c) The Department shall schedule initial inspections, at its discretion, of dwelling units which are subject to rental agreements to determine if the units qualify for a certificate of compliance. The owner of the property shall receive not less than 30 days' prior notice of the Department's intent to inspect the property. The owner shall provide to the tenant a minimum of 72 hours' written notice of the Department's intent to inspect the property. After the initial phase-in period, all rental dwelling units which are subject to rental agreements shall be required to be inspected at not less than 24-month intervals nor more than four year intervals.
- (d) The Department shall inspect a dwelling unit when it receives a complaint from a tenant that the dwelling unit is being maintained in violation of Michigan's housing law. MCL 125.401 et seq. or the Township's Property Maintenance Code §48.26 et seq.
- (e) No person, either the owner or the owner's agent, shall rent or lease a dwelling unit after the initial inspection, to any tenant, unless that owner or agent has first obtained a valid certificate of compliance from the Department covering the dwelling unit. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months.



(f) The Department shall advise the landlord and tenant that either has the right to refuse entry for purposes of inspection unless a search warrant is first obtained. If entry is refused, the Department shall apply to the appropriate judicial officer for a search warrant and shall not inspect until a valid search warrant is obtained. Inspections shall be limited to only the areas necessary to ascertain compliance with the Code and state law.

(g) An owner or owner's agent who is provided, during an inspection of a dwelling unit, with written notice of a code violation or violations, shall correct the code violations within the period specified in the notice of violations.

#### Sec. 4 – Fees

Reasonable fees for registration, inspections and re-inspections of a dwelling unit under this Article shall be established by resolution adopted by the Township Board and shall be placed on file and made available to the public by the Township Clerk's Office.

#### Sec. 5. - Issuance of certificate of compliance.

(a) A certificate of compliance shall not be issued until all required inspection and reinspection fees have been paid in full.

(b) A certificate of compliance shall be issued on the condition that the premises remain in compliance with the Code. If upon valid complaint the Department determines that violations exist, the full certificate may be suspended as to the affected areas, and the areas may be ordered vacated until the dwelling unit is brought into compliance.

#### Sec. 6 - Right to examine certificate of compliance, registry of certificate holders.

(a) The owners or the owner's agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant at the tenant's request.

(b) The Department shall maintain a registry of all units that have obtained valid certificates. Such registry shall be available for public inspection.

#### Sec. 7 - Expiration of certificate of compliance.

Certificates of compliance shall be valid until the expiration date on the Certificate of Compliance unless suspended by the Department. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner of the dwelling unit to arrange for the inspection necessary for the renewal of the certificate at least 30 days prior to its expiration.

Sec. 8 - Transfer of certificate of compliance.

Certificates of compliance shall be transferable when the ownership of a dwelling unit changes provided that a valid certificate of compliance is in effect for each dwelling unit the owner intends to rent or lease. It shall be the duty of the new owner to register with the Department consistent with section 2.

Sec. 9 - Scope of inspection authority.

Nothing in this article shall be construed to restrict the lawful authority of the Department to inspect any dwelling units in the township more frequently than such periodic inspection as outlined in this article.

Sec. 10 – Penalties; municipal civil infraction.

A violation of this article shall be a municipal civil infraction subject to prosecution and penalty under Section 42.21(3) of the Michigan Compiled Laws. The requirements of this article are in addition to, and not in lieu of any other rights and remedies provided by law. Violation of this article shall be a municipal civil infraction and for the first offense subject to a maximum \$250.00 fine and any of the penalties authorized un Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Second or subsequent offenses shall be subject to a maximum fine of \$500.00 and any of the penalties authorized under Section 600.8727 of the Michigan Compiled Laws and/or Section 600.8302 of the Michigan Compiled Laws. Each day that a violation continues shall be considered a separate offense.

Sec. 11 - Severability

Should any action, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

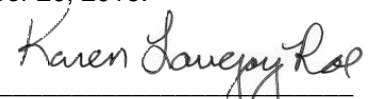
Sec. 12 - Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Sec. 13 - Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-464 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 16, 2016. The second reading is scheduled to be heard on September 20, 2016.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**RESOLUTION 2016-31**  
(In Reference to Ordinance 2016-465)

***Adopting the 2015 International Property Maintenance Code***

***Whereas***, the ***International Property Maintenance Code 2015*** establishes minimum regulations governing conditions and maintenance of property, buildings and structures; provides standards which are designed to ensure that structures are safe, sanitary and fit for occupation and use; provides standards for condemnation of buildings and structures unfit for human occupancy and use; and

***Whereas***, the ***International Property Maintenance Code 2015*** is fully compatible with the ***Stille-DeRossett-Hale Single State Construction Code Act of 1972, Act 230 of Public Acts of 1972 as amended***, and the ***International Fire Code***; and

***Whereas***, the Township Board of Trustees recognizes the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings.

***Now Therefore***,

***Be it resolved***, that Ordinance No. 2016-465 is hereby adopted by reference.

**PROPOSED ORDINANCE NO. 2016-465**

*An Ordinance to Amend the Code of Ordinances,  
Chapter 48 entitled Property Maintenance  
Adopting the 2015 International Property Maintenance Code*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance** is amended as follows:

**DELETE:** Sections 48-27 entitled **Adoption** and 48-28 entitled **Additions, Insertions and Changes** in their entirety.

**ADD:** the following new provisions:

**Section A.** That a certain document, copies of which are on file in the office of the Ypsilanti Township Clerk, being marked and designated as the **International Property Maintenance Code**, 2015 edition, as published by the International Code Council, Inc., be and is hereby adopted as the **Property Maintenance Code** of the Charter Township of Ypsilanti, in the State of Michigan for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said **Property Maintenance Code** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes prescribed in Section B of this ordinance.

**Section B.** The following sections are hereby revised:

**Section 101.1.** Insert: Charter Township of Ypsilanti

**Section 103.5.** Insert: As established by the Township Board, by Resolution, from time to time.

**Section 112.4.** Failure to comply is deleted in its entirety and replaced with the following new section:

**Section 112.4.** Failure to Comply. Any person, firm, or corporation who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a municipal civil infraction, as provided in Chapter 40, Article II, of this Code, and shall be subject to a fine as follows:

- (i) the maximum fine for any first violation shall be \$250.00;
- (ii) the maximum fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$400.00;
- (iii) the maximum fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

Lien upon real estate. The violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Each day a separate municipal civil infraction. A separate municipal civil infraction shall be deemed committed upon each day during or when a violation occurs or continues.

**302.4** Insert: 7 inches

Add the following new subsection as follows:

**Section 304.13.3 Boarded windows** The owner of a structure may, for a maximum of 30 days, board up a window when the window glass is broken, cracked or missing. After 30 days has expired, the window glass must be replaced with glass or other similar material and the board up material removed.

**Section 304.14.** Insert the following dates: April 1 to November 1.

Add new section as follows:

**Section 304.15.1 Boarded doors.** The owner of a structure may, for a maximum of 30 days, board up a door when the door is broken or otherwise rendered inoperable. After 30 days has expired, a replacement door must be installed, and the board up material removed.

Add new section as follows:

**Section 304.18.4 Common access** In multiple dwellings which are offered for rent or lease and where access to individual dwelling or rooming units is provided by means of common hallways and exterior doors, such exterior doors and any windows shall be equipped as follows:

1. All doors shall be self-closing and self-latching and shall not be equipped with any type of hold-open device.
2. All doors shall be equipped with a lock requiring a key or code for entry from the exterior. The lock shall operate without any key, code, tool or other special knowledge or effort from the interior and be of a type that remains locked from the exterior at all times. Electric releases are permitted, and if so equipped, said releases shall be operable at all times. Strike plates shall have protective guards on the exterior side to prevent the lock from being pried open.
3. Common tenant areas such as laundry rooms, storage areas, etc., which are accessed from a common hallway shall have entry doors meeting the requirements of this section.

**Section 602.3.** Insert: January 1 to December 31.

**Section 602.4.** Insert: January 1 to December 31.

Add the following new section as follows:

**603.7 HVAC Certification Requirement.** All gas fired heating equipment shall be serviced and inspected by a licensed mechanical contractor. The mechanical contractor shall provide certification of inspection minimally every 4 years. The certification shall be on a form approved by the Building Official. Inspectors may require cleaning and service more frequently based on observations made during the inspections.

**603.8 Carbon Monoxide Alarms** A carbon monoxide alarm shall be provided outside of each sleeping area in the immediate vicinity of bedrooms in dwelling units where either or both of the following conditions exist:

1. The dwelling unit contains a fuel-fired appliance.
2. The dwelling unit has an attached garage with an opening that communicates with the dwelling unit.

Combination carbon monoxide and smoke alarms shall be permitted to be used in lieu of carbon monoxide alarms.

**Section 605.2 Receptacles** is deleted in its entirety and replaced with the following new section:

**605.2 Receptacles** Every *habitable space* in a dwelling shall contain an adequate number of receptacle outlets to meet demand.

Add the following new section as follows:

**702.4.1 Finished Basements emergency escape and rescue window.** If

a home constructed since 7/31/01 is found to have a finished basement, an emergency escape and rescue window shall be required. Homes constructed prior to 7/31/01 may have finished basements without an emergency escape and rescue window provided there are no sleeping areas in the basement, and the work was completed prior to 7/31/01. All sleeping areas in a basement shall be provided with an egress window.

Add the following new section as follows:

**705 Fire Extinguishers**

**705.1 Where required.** Portable fire extinguishers shall be installed as follows:

1. All dwelling units, which are offered for rent or lease, shall be equipped with a fire extinguisher with a minimum rating of 5ABC and meeting the requirements of the International Fire Code.
2. All common tenant areas in the structure in which said units are located containing laundry equipment for tenant use shall be equipped with a fire extinguisher with a minimum rating of 10ABC and meeting the requirements of the International Fire Code.

**705.2 Location.** All extinguishers shall be permanently mounted in conspicuous locations where they will be readily accessible and immediately available for use.

**Section C. Severability**

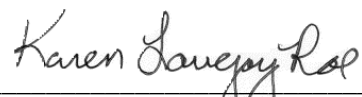
Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

**Section D. Effective Date and Repeal of Conflicting Ordinances**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2016-465 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 16, 2016. The second reading is scheduled to be heard on September 20, 2016.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP  
OF YPSILANTI  
RESOLUTION NO. 2016-32**

**RESOLUTION REGARDING  
TEMPORARY ROAD  
CLOSURE**

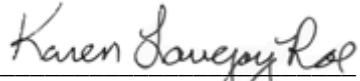
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 8, 2016 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K, 10K and Kid Mile to benefit the March of Dimes of Southeastern Michigan.

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

**WHEREAS**, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-32 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2016.

  
\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Charter Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

### I. Definitions

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

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

## II. Requirements of the Provider

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

## III. Provider Providing Access

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

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

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

## **XI. Transferability**

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

## **XII. Change of Information**

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

## **XIII. Confidentiality**

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

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

## **XIV. Complaints/Customer Service**

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

**XV. Notices**

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

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

*If to the Provider:*  
(must provide street address)

**Charter Township of Ypsilanti:**

7200 S. Huron River Drive

Ypsilanti, Michigan 48197

Attn: Township Clerk

Fax No.: 734.484.5156

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director – External Affairs

Fax No.: 313.496.9332

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

**XVI. Miscellaneous**

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

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

Charter Township of Ypsilanti, a Michigan Municipal Corporation

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By

*Brenda L. Stumbo / Karen Lovejoy Roe*  
 Brenda L. Stumbo / Karen Lovejoy Roe  
 Supervisor Clerk  
 7200 S. Huron River Dr.  
 Ypsilanti, MI 48197  
 734 484-4700  
 734 484-5156  
 Aug. 17, 2016

By



Print Name Jim Murray  
 Title President  
 Address 221 North Washington Square  
 City, State, Zip Lansing, Michigan 49833  
 Phone 517.334.3400  
 Fax 517.334.3429  
 Email m42325@att.com

**FRANCHISE AGREEMENT**

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

## ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)  
(Form must be typed)**

Date: July 29, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

**Company executive officers:**

Name(s): Jim Murray
Title(s): President

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

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

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

Michigan Bell Telephone Company d/b/a AT&T Michigan  
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Charter Township of Ypsilanti, and such boundaries are overlaid onto a map with the municipal boundaries of the Charter Township of Ypsilanti.



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

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


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

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

For All Applications:

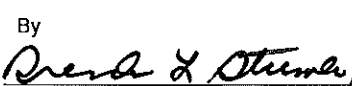

**Verification**  
(Provider)

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

Name and Title (printed): Jim Murray, President	
Signature: 	Date: July 29, 2016

(Franchising Entity)

Charter Township of Ypsilanti, a Michigan municipal corporation

By  

Print Name  
Brenda L. Shumba / Karen Lovejoy Roc

Title  
Supervisor / Clerk

Address  
7200 S. Huron River Dr.

City, State, Zip  
Ypsilanti, MI 48197

Phone  
734 484-4700

Fax  
734 484-5156

Email

Date  
Aug. 17, 2016