

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

**The Recording did not record this meeting until the middle of Old Business.**

**Members Present:** Supervisor Stumbo, Clerk Lovejoy Roe,  
Treasurer Doe  
Trustees: Stan Eldridge, Heather Jarrell Roe  
Monica Ross-Williams, and Jimmie Wilson

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. VARIANCE TO THE PRIVATE ROAD ORDINANCE, SECTION 47-28.1, PRIVATE DRIVEWAY DESIGN STANDARDS, SUB-SECTION (A), FOR ONE (1) PRIVATE DRIVEWAY TO ACCESS TWO (2) LOTS ZONED R-1, SINGLE FAMILY RESIDENTIAL WERE ONLY (1) LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 5485 MERRITT RD., PARCEL #K-11-30-300-045 AND 5507 MERRITT RD., PARCEL #K-11-30-400-018**

**Supervisor Stumbo opened the Public Hearing at 7:00pm.**

Charlotte Wilson, Planning and Zoning Coordinator stated it was permitted to have two homes use one driveway.

Michael Radzik, OCS Director stated they were installing a fire suppression system in the home and building a T turn around driveway. He said there would be a maintenance agreement and a recorded easement.

Mr. & Mrs. Fielder, Township Resident asked questions regarding the variance.

**Supervisor Stumbo closed the Public Hearing at 7:12pm.**

**PUBLIC COMMENTS**

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING**  
**PAGE 2**

**CONSENT AGENDA**

**A. MINUTES OF THE JUNE 16, 2020 REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JUNE 7, 2020 IN THE AMOUNT OF \$3,307,224.64**
- 2. STATEMENTS AND CHECKS FOR JULY 21, 2020 IN THE AMOUNT OF \$891,503.51**
- 3. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR JUNE 2020 IN THE AMOUNT OF \$36,975.91**
- 4. CHOICE HEALTHCARE ADMIN FEE FOR MAY 2020 IN THE AMOUNT OF \$1,200.50**

**C. JUNE 2020 TREASURER’S REPORT**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Consent Agenda.

The motion carried. Trustee Eldridge and Trustee Monica Ross-Williams voted against the motion.

**ATTORNEY REPORT**

**GENERAL LEGAL UPDATE**

**OLD BUSINESS**

- 1. 2<sup>nd</sup> READING OF RESOLUTION 2020-13, PROPOSED ORDINANCE 2020-491, AMENDING THE CHARTER TOWNSHIP OF YPSILANTI’S CODE OF ORDINANCES TO CLARIFY THE PROCEDURE FOR THE ESTABLISHMENT OF “HOUSES OF WORSHIP” IN CONFORMITY WITH THE REQUIREMENTS OF THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT (1<sup>st</sup> READING HELD AT THE JUNE 16, 2020 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the 2<sup>nd</sup> Reading of Resolution 2020-13, Proposed Ordinance 2020-491, Amending the Charter Township of Ypsilanti’s Code of Ordinances to Clarify the Procedure for the Establishment of “Houses of Worship” in conformity with the Requirements of the Religious Land Use and Institutionalized Persons Act (see attached)

Lovejoy Roe.....Yes	Doe.....Yes	Eldridge.....Yes
Wilson.....Yes	Jarrell Roe.....Yes	Ross-Williams.....Yes
Stumbo.....Yes		

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING**  
**PAGE 3**

The motion carried unanimously.

**NEW BUSINESS**

- 1. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE, SECTION 47-28.1, PRIVATE DRIVEWAY DESIGN STANDARDS, SUB-SECTION (A), FOR ONE (1) PRIVATE DRIVEWAY TO ACCESS TWO (2) LOTS ZONED R-1, SINGLE FAMILY RESIDENTIAL WHERE ONLY (1) LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 5485 MERRITT RD., PARCEL #K-11-30-300-045 AND 5507 MERRITT RD., PARCEL #K-11-30-400-018**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve a Variance to the Private Road Ordinance, Section 47-28.1, Private Driveway Design Standards, Sub-Section (A), for One (1) Private Driveway to Access Two (2) Lots Zoned R-1, Single Family Residential Where only (1) Lot can be Accessed by a Private Driveway for Sites Zoned R-1, Single Family Residential, Located at 5485 Merritt Rd., Parcel #K-11-30-300-045 and 5507 Merritt Rd., Parcel #k-11-30-400-018.

Lovejoy Roe.....Yes	Doe.....Yes	Eldridge.....Yes
Wilson.....Yes	Jarrell Roe.....Yes	Ross-Williams.....Yes
Stumbo.....Yes		

The motion was carried unanimously.

- 2. REQUEST APPROVAL OF THE COMCAST UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Comcast Uniform Video Service Local Franchise Agreement (see attached).

The motion was carried unanimously.

- 3. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES AT 6580 RAWSONVILLE RD., 590 CALDER AVE., 568 ONANDAGA AVE., 1433 HARRY ST., AND PAINT CREEK SHOPPING CENTER LOCATED AT 2040 WHITTAKER RD., BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Confirm Authorization for Circuit Court Litigation to Abate Public Nuisances at 6580 Rawsonville Rd., 590 Calder Ave., 568 Onandaga Ave., 1433 Harry St., and Paint Creek Shopping Center Located at 2040 Whittaker Rd., Budgeted in Line Item #101-950-000-801-023.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING  
PAGE 4**

The motion carried unanimously.

- 4. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES BY PADLOCKING AT 1339 JEFFERY ST., 730 CALDER AVE., AND 1564 VILLAGE LANE BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request to Confirm Authorization for Circuit Court Litigation to Abate Public Nuisances by Padlocking at 1339 Jeffery St., 730 Calder Ave., and 1564 Village Lane Budgeted in Line Item #101-950-000-801-023.**

Attorney Winters stated that all three have a fire arm violation along with drug violations. He said all three of these addresses have had numerous calls for services.

Michael Radzik, OCS Director stated several years ago they went to Lansing to get State Law changed to give the Township the legal standing to file these cases. He said up until then it was only the Attorney Generals' office at the State level and the County Prosecutor at the County level who could handle these cases.

The motion carried unanimously.

- 5. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE PROPOSAL FROM LOWES FOR REPLACEMENT OF KITCHEN CABINETS AND COUNTERTOPS AT FIRE STATION HEADQUARTERS LOCATED AT 222 S. FORD BLVD. AND COUNTERTOP AT STATION 3 LOCATED AT 20 S. HEWITT IN THE AMOUNT OF \$25,553.09 BUDGETED IN LINE ITEM #206-970-000-971-008**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Eldridge to Approve Request to Waive the Financial Policy and Accept the Proposal from Lowes for Replacement of Kitchen Cabinets and Countertops at Fire Station Headquarters Located at 222 S. Ford Blvd. and Countertop at Station 3 Located at 20 S. Hewitt in the Amount of \$25,553.09 Budgeted in Line Item #206-970-000-971-008.**

The motion carried unanimously.

- 6. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE LOW QUOTE FROM BADER & SONS FOR THE PURCHASE OF A JOHN DEERE TRACTOR FOR \$42,253.11 BUDGETED IN LINE ITEM #101-774-000-977-000**

**A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve the Request to Waive the Financial Policy and Approve the Low Quote from Bader & Sons for the Purchase of a John Deere Tractor for \$42,253.11 Budgeted in Line Item #101-774-000-977-000.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING  
PAGE 5**

**The motion carried unanimously.**

**7. RESOLUTION 2020-14, IN SUPPORT OF US-12/M-17 (WIARD TO I-94 )  
IMPROVEMENTS**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Resolution 202-14, in Support of US-12/M-17 (Wiard to I-94) Improvements (see attached).**

Supervisor Stumbo stated this is the first step in getting the changes made.

Matt Parks, OHM stated that this just lays down the intent of the project and then we will be able to work with MDOT and the residents to move the project forward.

Supervisor Stumbo stated we have an \$8 million dollar grant and it must be completed next year because the grant requires it.

Trustee Ross Williams said she wanted to thank the West Willow Safety Committee, JoAnn McCollum, Larry Doe, Brenda Stumbo, and Ronnie Peterson for all their help with this project.

**The motion carried unanimously.**

**8. RESOLUTION 2020-16, 2020 MICHIGAN LAND AND WATER CONSERVATION  
FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2020-16, 2020 Michigan Land and Water Conservation Fund Development Grant for Community Center Park (see attached).**

**The motion carried unanimously.**

**9. RESOLUTION 2020-17, 2020 MICHIGAN RECREATION PASSPORT GRANT  
FOR CLUBVIEW PARK**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2020-17, 2020 Michigan Recreation Passport Grant for Clubview Park (see attached).**

**The motion carried unanimously.**

**10. BUDGET AMENDMENT #8**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve by Budget Amendment #8 (see attached).**

**The motion carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING**  
**PAGE 6**

**AUTHORIZATIONS AND BIDS**

**1. REQUEST TO AWARD THE BID FOR SOLID WASTE, RECYCLING AND YARD WASTE TO WASTE MANAGEMENT**

**A motion was made by Clerk Lovejoy Roe supported by Trustee Eldridge to Approve the Request to Award the Bid for Solid Waste, Recycling and Yard Waste to Waste Management.**

Trustee Ross-Williams asked if this proposal includes the 96 gallon totes to all areas of the Township.

Trustee Eldridge thank Attorney Winters and Michael Hoffmeister for all their help.

Clerk Lovejoy Roe thanked Michael Hoffmeister for all his help and also to Attorney Winters.

Sam with GFL thanked the board for allowing them to bid on this contract although he said the board went with a different company. He said that GFL has made a substantial investment in the township and they would have loved to have the townships' business. He said they offered what they thought was an option that was financially responsible which would have allowed all residents to have a recycling option. He said he hoped they would see the township again in the next contract.

Michael Hoffmeister said that Larry Doe, Attorney Winters, Brenda Stumbo and Javonna Neel helped out in finalizing this contract. He said the goal was to get all the residents a trash cart and study the recycling process over the next year.

Supervisor Stumbo stated that this contract is over what the millage is and in order to offer recycling we will have to look into this further so we will have options available for residents. She said the totes should be delivered to residents by the end of September.

**The motion carried unanimously.**

**BOARD MEMBER UPDATES**

Trustee Ross-Williams said she learned the township and the City of Ypsilanti would be getting a reduction in the AAATA service. She said she hoped AAATA would look at other solutions so they don't eliminate the Schooner Cove area.

Clerk Lovejoy Roe stated the projections right now for the November election was a turn out of 70%-75% and out of those about 75% will vote absentee. She said that has created a huge crisis all over the state with the ability to handle that

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JULY 21, 2020 REGULAR BOARD MEETING**  
**PAGE 7**

volume of absentee ballots. She said the State has come up with some funding. She said legislation has been passed to allow multi-jurisdictions to combine AV count boards. She said they can combine to purchase high speed tabulators and share the cost. She said to handle the projected 27,000 absentee voters for November we would have to purchase additional tabulators which would cost \$33,000.00. She said we have the opportunity to join with Pittsfield, Superior, and the City of Ypsilanti which our cost up front would be \$28,000.00. She said there would be less workers needed with the high speed tabulators which would be a savings in the work force. She said she would bring the exact numbers back to the board.

She said we are close to 11,000 ballots out and said she is short workers on election day and would like to hire an additional three workers. She said in the past we had people from other departments that we won't have on election day. She said some of her staff and the extra workers in the Clerks' office will be working the precincts on election day.

Supervisor Stumbo asked how many ballots have come back so far. Clerk Lovejoy Roe stated about 3000.

Trustee Wilson thanked Ricky Jefferson making him aware of the changes with AAATA. He said if anyone wanted to voice their concern they can send messages to Matt Carpenter at AAATA and they are having a ZOOM meeting Thursday at 6:30. He said go to TheRide.org if you want to attend that meeting. He encouraged residents to stay on top of things not only with the township but also with the school district as Ypsilanti Schools were planning on eliminating the resource officers for the upcoming school year.

**A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Adjourn.**

**Motion carried unanimously.**

**The meeting was adjourned at approximately 8:37 PM.**

**Respectfully Submitted,**

**Brenda L. Stumbo, Supervisor**  
**Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk**  
**Charter Township of Ypsilanti**

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-13 (In Reference to Ordinance 2020-491)

Amending the Charter Township of Ypsilanti's Code of Ordinances to Clarify the Procedure for the Establishment of "Houses of Worship" in Conformity with the Requirements of the Religious Land Use and Institutionalized Persons Act

**Whereas**, at its regularly scheduled meeting held **May 26, 2020**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended to the Township Board of Trustees (Board) changes to its Zoning Code to accommodate the requirements of the Federal **"Religious Land Use and Institutionalized Persons Act;"** and

**Whereas**, the changes recommended by the Commission include:

**1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE II: "Definitions"** by adding the following to Section 201:

*House of Worship: A site used for or intended for the regular assembly of persons for the conducting of religious services and accessory uses therewith.*

**2. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III: "Zoning Districts and Map"** by amending Section 306 **"Schedule of Uses"**, sub-section 3, table **"Residential Districts Use Table"**, so as to make the process for establishing a **"House of Worship"** in various residential zoning districts compatible with other similar uses.

**3. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III: "Zoning Districts and Map"** by amending Section 306 **"Schedule of Uses"**, sub-section 6, Table **"Industrial Use"** so as to require a **"House of Worship"** to obtain a special conditional use permit for establishment in the enumerated industrial districts, specifically, the 1RO district.

**4. AMENDMENT TO TOWNSHIP ORDINANCE ARTICLE XXI: "General Provisions"** by amending Section 2104 **"Parking Requirements"** for **"Places of Worship."**

**5. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXI: "General Provisions"** by removing Section 2118 **"Access to Major Thoroughfares or Collector Streets."**

**6. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: "Specific Land Use Provisions"** by amending Section 1805 **"Institutional or community recreation centers and nonprofit swimming pool clubs"** so as to provide requirements for lot size, landscaping, parking, and with respect to the construction of swimming pools, certain safety requirements.



7. **AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: “Specific Land Use Provisions”** by amending Section 1806 “Golf Courses” whether or not operated for profit so as to provide for specific site plan requirements and in the case of construction of a swimming pool, safety requirements.

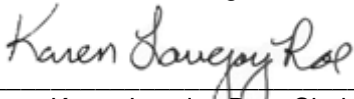
8. **AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: “Specific Use Provisions”** by amending Section 1807 “Colleges and Universities,” to require colleges and universities and other such institutions of higher learning, public and private, offering courses in general, technical or religious education and not operated for profit, be developed only on sites of at least 40 acres in area, not be permitted on any portion of any recorded subdivision plat, and no building shall be closer than 80 feet to any property line.

9. **AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII: “Specific Land Use Provisions”** by amending Section 1822 “Restaurants” to provide that restaurants in the OS-1 and B-1 zoning districts meet certain specific conditions; and

*Whereas*, proposed Ordinance 2020-491 correctly memorializes the recommendations of the Township’s Commission and this Board finds that the adoption of this Ordinance is in the best interest of the Charter Township of Ypsilanti.

*Now Therefore*, Be it resolved that the Charter Township of Ypsilanti Board of Trustees hereby adopts and incorporates by reference the attached Ordinance No. 2020-491 in its entirety.

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. 2020-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2020-491

An Ordinance Amending the Zoning Code of the Charter Township of Ypsilanti

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

**SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE II:**  
Township Zoning Ordinance Article II, “Definitions” by amending Section 201 “Definitions”, as follows:

*House of Worship: A site used for or intended for the regular assembly of persons for the conducting of religious services and accessory uses therewith.*

**SECTION 2. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III:**  
Township Zoning Ordinance Article III, “Zoning Districts and Map” by amending Section 306 “Schedule of Uses”, sub-section 3, table “Residential Districts Use Table”, as follows:

Residential Districts Use Table	R-1 to R-5	RM-1 and RM-2	RM-3 and RM-4	RM -5	MHP	Notes
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted						
House of Worship	S	P	P	-	P	
Publicly owned and operated libraries	S	P	P	-	P	
Public, parochial and other private elementary schools offering courses in general education, and not operated for profit.	S	-	-	-	-	
Public, parochial and private intermediate and/or secondary schools offering courses in general education, not operated for profit.	S	P	P	-	-	
Publicly owned and operated recreational facilities	S	p	P	-	P	Subject to conditions in <a href="#">section 1805</a>
Institutional or community recreation centers and nonprofit swimming pool clubs	S	P	P	P	P	

**SECTION 3. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE III:**  
Township Zoning Ordinance Article III, “Zoning Districts and Map” by amending Section 306 “Schedule of Uses”, sub-section 6, table “Industrial Use”, as follows:

Industrial Districts Use Table	IRO	I-1	I-2	I-3	I-C	Notes
P= Permitted Use    S=Special Conditional Use    A= Accessory Use    -- = Not permitted						
House of Worship	S	-	-	-	-	

**SECTION 4. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXI:**  
Township Zoning Ordinance Article XXI, “General Provisions” by amending Section 2104 “Parking Requirements”, to change the following term:

USE		Number of Minimum Parking Spaces Per Unit of Measure	
b.	Institutional		
	(1)	Places of Worship	One for each three seats or six feet of pews in the main unit of worship

**SECTION 5. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXI:**  
Township Zoning Ordinance Article XXI, “General Provisions” by removing Section 2118  
“Access to Major Thoroughfares or Collector Streets”

**SECTION 6. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:**  
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1805  
“Institutional or community recreation centers and nonprofit swimming pool clubs”, to amend as follows:

Institutional or community recreation centers and nonprofit swimming pool clubs, all subject to the following conditions:

- a. Front, side and rear yards shall be at least 80 feet wide, and shall be landscaped in trees, shrubs, and grass. All such landscaping shall be maintained in a healthy condition. There shall be no parking or structures permitted in these yards, except required entrance drives and those walls used to obscure the use from abutting residential districts.
- b. Off-street parking shall be provided so as to accommodate not less than one-half of the member families and/or individual members. The planning commission may modify the off-street parking requirements in those instances wherein it is specifically determined that the users will originate from the immediately adjacent areas, and will therefore be pedestrian. Prior to the issuance of a building permit or zoning compliance permit, bylaws of the organization shall be provided in order to establish the membership involved for computing the off-street parking requirements. In those cases wherein the proposed use or organization does not have bylaws or formal membership, the off-street parking requirement shall be determined by the planning commission on the basis of usage.
- c. Whenever a swimming pool is constructed under this ordinance, said pool area shall be provided with a protective fence, six feet in height, and entry shall be provided by means of a controlled gate.

**SECTION 7. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:**  
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1806  
“Golf Courses”, to amend as follows:

Golf courses, which may or may not be operated for profit, subject to the following conditions:

- a. The site plan shall be laid out to achieve a relationship between the major thoroughfare and any proposed service roads, entrances, driveways, and parking areas which will encourage pedestrian and vehicular traffic safety.
- b. In residential zoning districts where golf courses are allowed (R-1 to R-5, RM-1 to RM-4), development features including the principal and accessory buildings and structures shall be so located and related as to minimize the possibilities of any adverse effects upon adjacent property. All principal or accessory buildings shall be not less than 200 feet from any property line abutting residentially zoned lands; provided that where topographic conditions are such that buildings would be screened from view, the planning commission may modify this requirement.
- c. Whenever a swimming pool is to be provided, said pool shall be provided with a protective fence, six feet in height, and entry shall be provided by means of a controlled gate.

**SECTION 8. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:**  
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1807  
“Colleges and universities”, to amend as follows:

Colleges, universities and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education and not operated for profit, all subject to the following conditions:

- a. Any use permitted herein shall be developed only on sites of at least 40 acres in area, and shall not be permitted on any portion of a recorded subdivision plat.
- b. No building shall be closer than 80 feet to any property line.

**SECTION 9. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XVIII:**  
Township Zoning Ordinance Article XVIII, “Specific Use Provisions” by amending Section 1822 “Restaurants”, to amend as follows:

- a. In the OS-1 and B-1 zoning districts, restaurants must meet the following conditions:
  - 1) Service is wholly within the building and no drive-in facilities are provided.
  - 2) When adjacent to a residential zoning district boundary, the building shall have a minimum setback of 20 feet from the residential zoning district boundary.
  - 3) Parking areas shall be screened from adjacent residential areas in accord with section 2108 and such screening walls shall be constructed of finished materials in harmony with the residential character of abutting residential zones.
  - 4) Outdoor lighting, of a type and location which will not be a nuisance to abutting residential districts, shall be provided. The type of lighting and the location of such lighting shall be included on the plan for review by the planning commission.
  - 5) All access to the site shall be from an existing or planned major or minor thoroughfare, or from a collector street.

**SECTION 10. SEVERABILITY.** In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

**SECTION 11. PUBLICATION.** This ordinance shall be published in a newspaper of general circulation as required by law.

**SECTION 12. EFFECTIVE DATE:** This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

**SECTION 13. REPEAL:** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**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 adoption of Ordinance No. 2020-490 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 21, 2020 after first being introduced at a Regular Meeting held on June 16, 2020. The motion to approve was made by member Roe and seconded by Eldridge YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Jarrell Roe, Wilson ABSENT: None NO: None ABSTAIN: None.

  
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Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Published: Thursday, June 25, 2020

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

### **The forms shall meet the following requirements:**

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

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

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

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

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

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

### I. Definitions

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

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

## II. Requirements of the Provider

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

## III. Provider Providing Access

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



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

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

#### **IV. Responsibility of the Franchising Entity**

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

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. 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.
- C. 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.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

### **The forms shall meet the following requirements:**

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

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

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

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

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

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- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
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- 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.
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  - 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.
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  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

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

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

#### **IV. Responsibility of the Franchising Entity**

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

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. 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.
- C. 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.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.



- 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

- 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 0%) 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)

Charter Township of Ypsilanti:

*Dina L. Stumbo*  
*Brenda L. Stumbo*  
Supervisor  
*Karen Lovejoy Roe*  
Clerk  
7-22-2020  
Attn: *Karen Lovejoy Roe*  
Fax No.: *734 484-5156*

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

1.  
41112 Concept Dr.  
Plymouth, MI 48170  
Attn: VP of Government Affairs  
Fax No.: 734-892-2159

2.  
2605 Circle 75 Pkwy SE  
Atlanta, GA 30339  
Attn: Sen. Vice President, Government Relations

3.  
One Comcast Center  
Philadelphia, PA 19103  
Attn: Government Affairs Department

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

## **XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on 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**

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

*Brenda L. Stumbo* *Karen Lovejoy Boe*  
By Brenda L. Stumbo Karen Lovejoy Boe  
Print Name Supervisor Clerk  
Title 7200 S. Huron River Dr  
Address Ypsilanti, MI 48197  
City, State, Zip 734 484-4700  
Phone 734 484-5156  
Fax klovejoyboe@ytown.org  
Email

*Craig D'Agostini*  
By Craig D'Agostini  
Print Name Vice President, Government & Regulatory Affairs  
Title 41112 Concept Drive  
Address Plymouth, MI 48170  
City, State, Zip 734 359-2240  
Phone 734-892-2159  
Fax Craig\_D'agostini@cable.comcast.com  
Email

**FRANCHISE AGREEMENT** (Franchising Entity to Complete)

Date submitted: June 18, 2020  
Date completed and approved: July 21, 2020

date received

date approved



## ATTACHMENT 1

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

Date: June 10, 2020		
Applicant's Name: Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 734-254-1525
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-1063218		

#### Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government & Regulatory Affairs

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

Name: Kyle Mazurek		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-359-2308	Fax: 734-892-2159	Email: Kyle_Mazurek@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 734-359-2079	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

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

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

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

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

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

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

Date:

For All Applications:

Verification  
(Provider)

I, Craig D'Agostini, 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): Craig D'Agostini, Vice President Government & Regulatory Affairs	
Signature: <i>Craig D'Agostini</i>	Date: June 12, 2020

(Franchising Entity)

Charter Township of Ypsilanti, a Michigan municipal corporation

<i>Brenda L. Stumbo</i> <i>Karen Lovejoy Roe</i>	
By	
<i>Brenda L. Stumbo</i> <i>Karen Lovejoy Roe</i>	
Print Name	
<i>Supervisor</i> <i>Clerk</i>	
Title	
<i>7200 S. Huron River Dr</i>	
Address	
<i>Ypsilanti, MI 48197</i>	
City, State, Zip	
<i>734 484-4700</i>	
Phone	
<i>734-484-5156</i>	
Fax	
<i>Klovejoyroe@ytown.org</i>	
Email	
<i>7-22-2020</i>	
Date	



## CHARTER TOWNSHIP OF YPSILANTI

### RESOLUTION 2020-14

#### In Support of US-12/M-17 (Wiard to I-94) Improvements

WHEREAS, US-12/M-17 is under the jurisdiction of the Michigan Department of Transportation (MDOT) throughout its entire length between Wiard Road and Interstate 94 (I-94) within the Charter Township of Ypsilanti; and

WHEREAS, this section of US-12 connects to other roadways owned by MDOT such as the Ecorse Ave (M-17); and

WHEREAS, other roadways are located in the MDOT Right-of-Way such as Service Drive are under the jurisdiction of the Washtenaw County Road Commission (WCRC) as well as other roads that intersect with both US-12 and M-17; and

WHEREAS, the WCRC is assisting the Township by administering funds dedicated to improving this corridor including but not limited to road reconfiguration, lighting, landscaping, and signage enhancements spent on MDOT trunkline and;

WHEREAS, the WCRC engaged a consulting firm, OHM Advisors, to study various options to assess the existing road configuration and assess feasibility to utilize budgeted funds specifically earmarked for this section of MDOT trunkline. The focus of these funds is to promote overall safety, pedestrian connectivity and improved traffic patterns while also enhancing aesthetics and facilitate regional wayfinding.

WHEREAS, the study focused on key goals which include;

1. Slower speeds, especially EB US-12 traffic
2. Minimize cut through traffic in the West Willow Sub from US-12 to Wiard Road
3. Add safety improvements for motorists via streetlights, new pavement markings, and by removing freeway look to US-12 by removing the grade separation bridge and ramp type merge lanes that give the area a freeway feel
4. Add safety improvements for pedestrians by adding sidewalk connectivity and designated lighted road/pedestrian crossing locations
5. Add beautification elements via landscaping and mast arm traffic signals
6. Promote better direction for the motorists by adding wayfinding signs

WHEREAS, a concept figure (Attached) was developed as a basis of design to submit with the study for MDOT review; and

WHEREAS, the project is incorporating improvements being coordinated with DTE that are already under way which include new streetlights along US-12 from Wiard Road to the Washtenaw County line (Phase 1) and along EB and WB US-12 from the end of the I-94 ramps to Wiard Road (Phase 2). Additional Lights are also planned along Ecorse Road from US-12 to Ford Blvd, and along the WB ramp from US-12 to Ecorse Road (Phase 2).

WHEREAS, the concept developed proposes sections of existing roadway will be removed in order to simplify the roadway. These removal sections include:

1. The Dorset connection from south of Ecorse Road to EB US-12
2. The EB Ecorse bridge and ramp to EB US-12
3. The Onandaga connector between EB US-12 and WB US-12

WHEREAS, new sections of roadway are planned to be constructed which include

1. A connector from Ecorse Road to WB and EB US-12
2. Two new boulevard style crossovers to be added, one from EB US-12 to WB US-12, and the other from WB US-12 to EB US-12
3. New road connection from WB US-12 to Ecorse Road

WHEREAS, new traffic signals are being planned in the design which include four (4) intersection traffic signals with mast arm improvements These include improvements at:

1. Intersection of Ford Blvd and Ecorse Road

2. Intersection of Ecorse Road and WB US-12, Ecorse Road and EB US-12 (considered one traffic signal)
3. Intersection of Crossover EB/WB US-12 and WB US-12 if warranted and approved by MDOT
4. Intersection of US-12 and Wiard Road
5. Other signals as warranted and approved by MDOT

WHEREAS pedestrian facilities are being planned which include new sidewalk to help better control pedestrian traffic. Improvements include:

1. New sidewalk to be placed along the south side of the I-94 Service Drive from Dorset St to Hudson St
2. New sidewalk crossing of US-12 at the intersection of Ecorse Road and connectivity to Ford Blvd via new sidewalk along the west side of the Ecorse connector to Ford Blvd. The sidewalk will continue west on the south side of Ecorse Road to Hayes St.

WHEREAS, landscaping is planned in the vicinity of the Ecorse/US-12 intersection area, and near Wiard Road and at various places along the US-12 project area; and

WHEREAS, maintenance of this landscaping will be the responsibility of the Township; and

WHEREAS, new wayfinding signs will be placed along the US-12 and Ecorse roadways possibly highlighting ACM, Willow Airport, Metro Airport, Ann Arbor, Depot Town pending approval from MDOT; and

WHEREAS, maintenance of wayfinding signs will be the responsibility of the Township; and

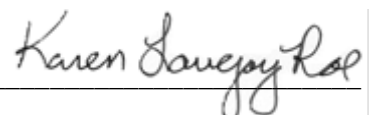
WHEREAS, new roadway striping along US-12 from the end of the I-94 Ramps to Wiard Road (possibly to Ecorse Road/ County Line); and

WHEREAS, the preliminary study and geometrics provided have been considered by the Township and adjacent neighborhoods and presentations were made with opportunities for comment on the following dates:

1. Oct. 4, 2019 – Brainstorming meeting with Stakeholders to come up with concepts.
2. Oct. 29, 2019 – Public meeting to present three concepts (5-lane hwy with signals, 4-lane blvd with signals, 4-lane blvd with roundabouts).
3. Dec. 9, 2019 – Update meeting with Stakeholders to present Preferred Alternative (variation on 4-lane blvd with signals).
4. Dec. 12, 2019 – Public meeting to present Preferred Alternative.
5. Several other meetings with individuals and the Township to explain, modify and adjust the Preferred Alternative to its current as depicted in the attached concept figure (attached).

NOW, THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti hereby asks MDOT to consider the preliminary study, traffic model prepared by OHM and allow for these improvements to US-12 / M-17 contemplated therein, with any such minor refinements deemed necessary by MDOT staff, WCRC or Township, including any necessary striping, signage or signal modifications, using funds dedicated to improving this corridor and section of roadway and for these improvements to be set forth in subsequent contract documents.

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. 2020-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

**Charter Township of Ypsilanti**

**RESOLUTION NO. 2020-16**

**2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT  
GRANT FOR COMMUNITY CENTER PARK**

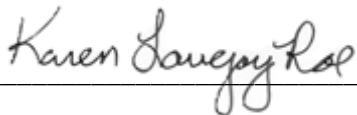
**WHEREAS**, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Community Center Park Improvements” to the Land and Water Conservation Fund for development of new tennis and pickleball courts at Community Center Park; and,

**WHEREAS**, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

**WHEREAS**, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$176,200 matching funds, in cash and/or force account; and

**NOW THEREFORE, BE IT RESOLVED** that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$176,200, and further resolves to make available its financial obligation amount of \$176,200 (50%) of a total \$352,400 project cost, during the 2021-2022 fiscal year.

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. 2020-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## Charter Township of Ypsilanti

### RESOLUTION NO. 2020-17

#### 2020 MICHIGAN RECREATION PASSPORT GRANT FOR CLUBVIEW PARK

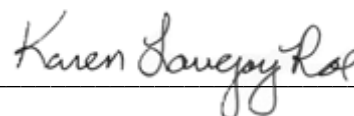
**WHEREAS**, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, "Clubview Park Improvements" to the Recreation Passport Grant Program for development of new tennis and pickleball courts at Clubview Park; and,

**WHEREAS**, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and,

**WHEREAS**, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$99,500 matching funds, in cash and/or force account; and

**NOW THEREFORE, BE IT RESOLVED** that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$150,000, and further resolves to make available its financial obligation amount of \$99,500 of a total \$249,500 project cost, during the 2021-2022 fiscal year.

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. 2020-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 21, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #8**

**July 21, 2020**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u>\$0.00</u></b>
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Request a line transfer between cost centers for stormwater pipe replacement at Loonfeather Park. This line transfer will not effect the budgeted number total for the fund.

Expenditures:	Repairs - Ford Lake Park	212-212-000-931.775	\$2,175.00
		Net Revenues	<u>\$2,175.00</u>
Expenditures:	Park Improvements	212-970-000-975.795	(\$2,175.00)
		Net Expenditures	<u>(\$2,175.00)</u>

<b>236 - 14 B DISTRICT COURT FUND</b>		<b><u>\$1,656.00</u></b>
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Request to increase budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$1,656.00
		Net Revenues	<u>\$1,656.00</u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$1,538.00
	FICA	236-136-000-715.000	\$118.00
		Net Expenditures	<u>\$1,656.00</u>

## Motion to Amend the 2020 Budget (#8)

Move to authorize a line transfer between cost centers in the BRS II Fund and approve the department line item changes as outlined.

Move to increase the 14 B District Court Fund budget by \$1,656 to \$1,781,421 and approve the department line item changes as outlined.