

**GENOA CHARTER TOWNSHIP BOARD**

**October 3, 2016  
Regular Meeting  
6:30 p.m.**

**AGENDA**

Call to Order:

Pledge of Allegiance:

Call to the Public (Public comment will be limited to two minutes per person)\*:

**Approval of Consent Agenda:**

1. Payment of Bills.
2. Request to Approve Minutes: September 19, 2016
3. Request for approval of a renewed video service local franchise agreement with AT&T Michigan.
4. Request for approval of a payment to Eagle Rock Concrete as recommended by the Township Manager.
5. Review of the schedule of meetings and the holidays for the January 1, 2017 through December 31, 2017 calendar year.

**Approval of Regular Agenda:**

6. Receive annual Fiscal Year 2015-2016 audit as presented by Ken Palka.

Correspondence

Member Discussion

Adjournment

**\*Citizen's Comments- In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.**

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: October 3, 2016

TOWNSHIP GENERAL EXPENSES: Thru October 3, 2016	\$96,612.24
September 23, 2016 Bi Weekly Payroll	\$83,733.98
October 1, 2016 Quarterly Payroll	\$5,863.05
October 3, 2016 Monthly Payroll	\$10,761.14
OPERATING EXPENSES: Thru October 3, 2016	\$194,003.53
TOTAL:	<u>\$390,973.94</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
09/13/2016	33120	WEX BANK	78.68
09/20/2016	33121	AT&T	177.55
09/20/2016	33122	BLUE CROSS & BLUE SHIELD OF MI	27,325.92
09/20/2016	33123	BULLSEYE TELECOM	382.37
09/20/2016	33124	COMCAST	161.44
09/20/2016	33125	DAVID BYRWA	125.00
09/20/2016	33126	EHIM, INC	8,035.60
09/20/2016	33127	ELECTION SOURCE	235.00
09/20/2016	33128	ETNA SUPPLY COMPANY	11,362.50
09/20/2016	33129	LEO'S CUSTOM SPRINKLER SERVICE INC	95.00
09/20/2016	33130	LSL PLANNING, INC.	1,662.96
09/20/2016	33131	MASTER MEDIA SUPPLY	257.00
09/20/2016	33132	TARA BROWN	24.21
09/20/2016	33133	U.S. BANK	1,656.84
09/20/2016	33134	VERIZON WIRELESS	1,434.75
09/26/2016	33135	A T & T	31.56
09/26/2016	33136	ACCIDENT FUND COMPANY	34,343.00
09/26/2016	33137	B S & A SOFTWARE, INC.	205.00
09/26/2016	33138	CHASE CARD SERVICES	966.87
09/26/2016	33139	DEBRA ROJEWski	31.50
09/26/2016	33140	FEDERAL EXPRESS CORP	115.49
09/26/2016	33141	LIVINGSTON PRESS & ARGUS	175.00
09/26/2016	33142	MICHIGAN ASSOC. OF PLANNING	450.00
09/26/2016	33143	MICHIGAN ASSOC. OF PLANNING	375.00
09/26/2016	33144	MICHIGAN ASSOC. OF PLANNING	375.00
09/26/2016	33145	MICHIGAN ASSOC. OF PLANNING	387.00
09/26/2016	33146	MICHIGAN ASSOC. OF PLANNING	390.00
09/26/2016	33147	MICHIGAN ASSOC. OF PLANNING	425.00
09/26/2016	33148	RELIANCE STANDARD LIFE INS. CO.	2,630.71
09/26/2016	33149	UNUM PROVIDENT	2,538.00
09/26/2016	33150	WALMART COMMUNITY	158.29

FNBCK TOTALS:

Total of 31 Checks:	96,612.24
Less 0 Void Checks:	0.00
Total of 31 Disbursements:	96,612.24

Payroll ID: 4

Pay Period End Date: 09/16/2016 Check Post Date: 09/23/2016 Bank ID: FNBCK

\* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks

Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.*	Ded/Exp Id	Cur. Amnt.	YTD Amnt.*
CAR ALLOWANCE	0.00	0.00	480.77	9,615.40	FITW	8,845.80	155,784.10
CELL PHONE REIM	2.00	0.00	709.88	13,197.62	FSADep	444.43	8,444.17
DEPUTY CLERK	55.00	0.00	935.00	7,088.28	ILLDPS	6.66	133.20
DPW MED REIM	0.00	0.00	658.48	13,169.60	ILLDPW	7.92	144.54
EL TAXED	0.00	0.00	0.00	1,282.94	ILLTWP	4.07	81.40
ELECTION NO TAX	0.00	0.00	0.00	1,150.00	ILLTWS	4.07	81.40
FLOATER HOLIDAY	8.00	0.00	290.80	2,749.92	LOAN	2,364.70	46,018.79
FUNERAL LEAVE	56.00	0.00	1,036.00	1,036.00	LOAN 2	72.53	1,574.70
G1	1,431.75	0.00	34,471.72	690,446.93	MEDDPW	574.58	10,936.36
G2	0.00	85.50	2,628.20	37,722.96	MEDICARE_EE	1,147.69	20,993.63
HOLIDAY PAY	213.60	0.00	5,098.38	36,788.34	MEDTWP	391.82	7,691.94
IN LIEU MED INS	0.00	0.00	329.24	6,914.04	MIPF	590.66	12,072.45
LIQUOR LAW	0.00	0.00	315.18	6,303.60	OPTDPC	3.20	64.00
LONGEVITY	0.00	0.00	0.00	0.00	OPTDPS	4.49	89.80
ON CALL	0.00	24.50	705.19	14,210.01	OPTDPW	37.33	746.60
OVERTIME	0.00	13.00	353.42	1,805.32	OPTWPC	0.80	16.00
PERSONAL PAYOUT	57.75	0.00	802.73	5,540.48	OPTWPS	0.84	16.80
PERSONAL TIME	78.75	0.00	2,114.50	42,429.43	PRINCF	1,095.00	20,700.00
PLANNING MINUTE	0.00	0.00	0.00	300.00	ROTH	555.00	11,050.00
REGULAR PAY	742.91	0.00	13,998.18	261,287.06	SITW	3,150.98	57,544.19
SALARY	343.00	0.00	12,771.27	278,083.79	SOCSEC_EE	4,907.59	89,766.04
SELCRA	0.00	0.00	0.00	1,344.00			
TRAINING	0.00	0.00	0.00	0.00			
UNIFORM ALLOW	0.00	0.00	0.00	3,534.00			
VACATION PAY	137.54	0.00	4,166.52	60,917.46			
VACATION PTIME	0.00	0.00	0.00	8,215.68			
ZBA MINUTES	0.00	0.00	0.00	0.00			
ZBA PER DIEM	0.00	0.00	0.00	1,008.00			

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.
81,865.46	0.00	24,210.16	57,655.30	1,506,140.86	57,655.30

Payroll ID: 5

Pay Period End Date: 09/30/2016 Check Post Date: 10/01/2016 Bank ID: FNBCK

\* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks

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Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.*	Ded/Exp Id	Cur. Amnt.	YTD Amnt.*
BOARD OF REVIEW	6.00	0.00	150.00	1,925.00	FITW	64.55	336.78
PC CHAIR	4.00	0.00	712.00	3,204.00	MEDICARE_EE	94.16	428.71
PLANNING MINUTE	3.00	0.00	450.00	1,050.00	SITW	71.51	205.75
PP PER DIEM	13.00	0.00	2,184.00	5,880.00	SOCSEC_EE	402.73	1,833.15
TRUSTEE - DIEM	0.00	0.00	0.00	8,844.00			
ZBA CHAIR	3.00	0.00	534.00	1,602.00			
ZBA MINUTES	3.00	0.00	450.00	1,350.00			
ZBA PER DIEM	12.00	0.00	2,016.00	5,712.00			
Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.		
6,496.00	0.00	632.95	5,863.05	29,567.00	1,734.81		

Check Register Report For Genoa Charter Township  
For Check Dates 10/01/2016 to 10/01/2016

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/01/2016	FNBCK	12269	BROWN, DOUGLAS C	712.00	657.54	0.00	Open
10/01/2016	FNBCK	12270	DHAENENS, JEFFREY K	534.00	493.15	0.00	Open
10/01/2016	FNBCK	12271	FIGURSKI, BARBARA	1,008.00	843.49	0.00	Open
10/01/2016	FNBCK	12272	GRAJEK, CHRISTOPHER	336.00	310.29	0.00	Open
10/01/2016	FNBCK	12273	LOWE, DIANA	336.00	310.30	0.00	Open
10/01/2016	FNBCK	12274	MATKIN, RONALD	75.00	69.26	0.00	Open
10/01/2016	FNBCK	12275	MCCREARY, MARIANNE S	504.00	465.46	0.00	Open
10/01/2016	FNBCK	12276	MCMANUS, JOHN	168.00	155.16	0.00	Open
10/01/2016	FNBCK	12277	PETRAT, PATRICIA A	75.00	69.27	0.00	Open
10/01/2016	FNBCK	12278	POISSANT, GERALD	168.00	148.00	0.00	Open
10/01/2016	FNBCK	12279	RAUCH, ERIC D	336.00	296.02	0.00	Open
10/01/2016	FNBCK	12280	TENGEL, DEAN L	336.00	310.30	0.00	Open
<b>Totals:</b>				<b>4,588.00</b>	<b>4,128.24</b>	<b>0.00</b>	
Total Physical Checks:			12				
Total Check Stubs:							

Payroll ID: 6

Pay Period End Date: 10/31/2016 Check Post Date: 10/03/2016 Bank ID: FNBCK

\* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks

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Grand Totals for Payroll:

Pay Code Id	Hours	OT Hours	Cur. Amt.	YTD Amt.*	Ded/Exp Id	Cur. Amt.	YTD Amt.*
CELL PHONE REIM	0.00	0.00	117.00	1,170.00	FITW	1,783.23	17,906.67
IN LIEU MED INS	0.00	0.00	356.67	3,566.70	LOAN	394.21	3,942.10
LONGEVITY	0.00	0.00	0.00	0.00	MEDICARE_EE	153.47	1,623.41
PP PER DIEM	0.00	0.00	0.00	1,344.00	MEDTWP	42.92	413.97
SALARY	346.66	0.00	8,816.66	88,165.16	MIPF	83.33	833.30
TRUSTEE - DIEM	8.00	0.00	1,536.00	18,786.00	PHONE	315.95	2,955.89
ZBA PER DIEM	0.00	0.00	0.00	1,344.00	SITW	515.95	5,283.21
					SOCSEC_EE	656.16	6,941.44

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.
10,826.33	0.00	3,945.22	6,881.11	114,375.86	6,881.11

Check Register Report For Genoa Charter Township  
For Check Dates 09/16/2016 to 10/04/2016

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
09/19/2016	FNBCK	EFT13	FLEX SPENDING (TASC)	1,035.09	1,035.09	0.00	Cleared
10/04/2016	FNBCK	EFT18	FLEX SPENDING (TASC)	83.33	83.33	0.00	Cleared
09/23/2016	FNBCK	EFT16	INTERNAL REVENUE SERVICE	20,956.36	20,956.36	0.00	Cleared
10/01/2016	FNBCK	EFT17	INTERNAL REVENUE SERVICE	1,058.33	1,058.33	0.00	Cleared
10/04/2016	FNBCK	EFT19	INTERNAL REVENUE SERVICE	3,402.49	3,402.49	0.00	Cleared
09/19/2016	FNBCK	EFT14	PRINCIPAL FINANCIAL	1,650.00	1,650.00	0.00	Cleared
09/19/2016	FNBCK	EFT15	PRINCIPAL FINANCIAL	2,437.23	2,437.23	0.00	Cleared
10/04/2016	FNBCK	EFT20	PRINCIPAL FINANCIAL	394.21	394.21	0.00	Cleared
<b>Totals:</b>							
			Number of Checks: 008	31,017.04	31,017.04	0.00	
			Total Physical Checks:				
			Total Check Stubs: 8				



10:46 AM

**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
**September 13 through October 3, 2016**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/20/2016	2172	Pfeffer, Hanniford & Palka		-400.00
Bill Pmt -Check	10/03/2016	2173	GENOA TWP - DPW FUND		-3,512.96
<b>Total</b>					<b>-3,912.96</b>

10:49 AM  
09/27/16

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
**September 13 through October 3, 2016**

Type	Date	Num	Name	Memo	Amount
Check	09/13/2016	3717	WEX Bank		-2,582.18
Check	09/14/2016	3718	Genoa-Ocsola Sewer Authority		-19,739.60
Check	09/14/2016	3719	Lake Edgewood		-3,972.74
Check	09/14/2016	3720	Oak Pointe Operating s/w		-13,245.06
Check	09/14/2016	3721	Genoa Twp MHOG Utilities		-30,081.60
Check	09/14/2016	3722	MMRMA		-8,744.21
Bill Pmt -Check	09/15/2016	3723	U.S. POSTMASTER	Lake Edgewood & Pine Creek billing	-174.33
Bill Pmt -Check	09/15/2016	3724	PAETEC	8-1-16 to 8-31-2016	-37.55
Bill Pmt -Check	09/15/2016	3725	Port City Communications, Inc.	9-1-16 to 9-30-16	-574.69
Bill Pmt -Check	09/15/2016	3726	Verizon Wireless	Aug 7 to Sept 6-2016	-287.97
Bill Pmt -Check	09/20/2016	3727	Advanced Auto Parts		-74.94
Bill Pmt -Check	09/20/2016	3728	Auto Zone		-176.39
Bill Pmt -Check	09/20/2016	3729	Blackburn Mfg. Co.	Blue and Green Solvent	-107.53
Bill Pmt -Check	09/20/2016	3730	Chase Card Services	8-7-16 to 9-6-16	-2,595.27
Bill Pmt -Check	09/20/2016	3731	D&G Equipment, Inc.	John Deere Tractor	-317.30
Bill Pmt -Check	09/20/2016	3732	Jack Doheny Supplies, Inc.	Part	-36.08
Bill Pmt -Check	09/20/2016	3733	LOWE'S	August billing 2016	-2,700.16
Bill Pmt -Check	09/20/2016	3734	Pfeffer-Hanniford-Palka	Professional service 2-1- to 7-31-201	-1,700.00
Bill Pmt -Check	09/20/2016	3735	Red Wing Shoe Store	Mark Ignatowski-boots	-161.99
Bill Pmt -Check	09/20/2016	3736	Staples Credit Plan	office supplies	-98.00
Bill Pmt -Check	09/20/2016	3737	Tractor Supply Co.	Goods and Services	-435.50
Bill Pmt -Check	09/20/2016	3738	USABlueBook	Helmet	-54.72
Bill Pmt -Check	09/20/2016	3739	Victory Lane Quick Oil Change	2011 Ford f-250	-85.97
<b>Total</b>					<b>-87,983.78</b>

## #592 OAK POINTE WATER/SEWER FUND

## Payment of Bills

September 13 through October 3, 2016

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/15/2016	3713	AT&T	Monthly service 8-8-16 to 9-7-16	-108.12
Bill Pmt -Check	09/15/2016	3714	Bullseye Telecom	003CA32, 003CACC	-463.69
Bill Pmt -Check	09/15/2016	3715	DTE ENERGY	Electric bill	-35.09
Bill Pmt -Check	09/15/2016	3716	MMRMA	50% Down	-2,092.19
Bill Pmt -Check	09/20/2016	3717	Alan's Asphalt Maintenance, Inc	Repair	-840.00
Bill Pmt -Check	09/20/2016	3718	ALEXANDER CHEMICAL CORPOF CHEMICALS		-1,780.46
Bill Pmt -Check	09/20/2016	3719	Auto Zone	SUPPLIES	-24.73
Bill Pmt -Check	09/20/2016	3720	COOPERS TURF MANAGEMENT,	Oak Pointe wastewater plant and lil	-669.00
Bill Pmt -Check	09/20/2016	3721	DUBOIS COOPER ASSOCIATES INCORPORATED		-12,043.26
Bill Pmt -Check	09/20/2016	3722	FASTENAL		-155.14
Bill Pmt -Check	09/20/2016	3723	Ferguson Waterworks	Supplies	-556.50
Bill Pmt -Check	09/20/2016	3724	Genoa Oceaola Sewer Authority	Direct Disposal costs 7-1-16 to 7-30	-403.63
Bill Pmt -Check	09/20/2016	3725	GENOA TWP DPW FUND	Maint/Billing fees	-36,951.03
Bill Pmt -Check	09/20/2016	3726	HOWELL TRUE VALUE HARDWARE		-25.58
Bill Pmt -Check	09/20/2016	3727	KENNEDY INDUSTRIES INC.	outside service	-1,025.00
Bill Pmt -Check	09/20/2016	3728	MICHIGAN CAT		-1,964.63
Bill Pmt -Check	09/20/2016	3729	Pfeffer, Hanniford & Palka		-1,500.00
Bill Pmt -Check	09/20/2016	3730	Tetra Tech, Inc.	PROJECT #117-1045034	-4,768.93
Bill Pmt -Check	09/20/2016	3731	USA Bluebook		-153.17
Bill Pmt -Check	09/20/2016	3732	VIC BOND SALES	INVOICE	-328.93
Bill Pmt -Check	09/21/2016	3733	AT & T	Monthly service 9-12-2016 to 10-11	-70.00
<b>Total</b>					<b>-65,959.08</b>

## #593 LAKE EDGEWOOD W/S FUND

## Payment of Bills

September 13 through October 3, 2016

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/15/2016	3018	Brighton Analytical L.L.C.	Laboratory costs	-77.00
Bill Pmt -Check	09/15/2016	3019	BullsEye Telecom	9-10 to 10-9-2016	-358.44
Bill Pmt -Check	09/15/2016	3020	Consumers Energy	8-4-16 to 9-1-2016	-16.58
Bill Pmt -Check	09/15/2016	3021	DTE Energy	Electric Bills 8-1-16 TO 8-30-16	-207.38
Bill Pmt -Check	09/15/2016	3022	MMRMA	25% of total	-421.00
Bill Pmt -Check	09/21/2016	3023	Brighton Analytical L.L.C.		-1,674.00
Bill Pmt -Check	09/21/2016	3024	Cooper's Turf Management	Lawn Care August 2016	-588.00
Bill Pmt -Check	09/21/2016	3025	GENOA TWP DPW FUND	maint/billing fees LE	-10,468.90
Bill Pmt -Check	09/21/2016	3026	Genoa/Oceola Sewer Authority	Direct Disposal Costs	-159.68
Bill Pmt -Check	09/21/2016	3027	GRUNDY ACE OF HOWELL	supplies	-30.95
Bill Pmt -Check	09/21/2016	3028	Hubbell, Roth & Clark, Inc	Project # 20160658.21	-2,766.87
Bill Pmt -Check	09/21/2016	3029	MICHIGAN CAT	Preventive Maintenance/Service	-818.56
Bill Pmt -Check	09/21/2016	3030	Pfeffer, Hanniford & Palka		-1,000.00
Bill Pmt -Check	09/21/2016	3031	PVS NOLWOOD CHEMICALS, INC	supplies-chemicals	-1,226.00
Bill Pmt -Check	09/21/2016	3032	SYNAGRO CENTRAL LLC	Liquid Land App	-13,539.90
Bill Pmt -Check	09/21/2016	3033	TLS CONSTRUCTION LLC	Repair line 2673 Canfield Tr 8-27-16	-1,240.38
Bill Pmt -Check	09/21/2016	3034	USA BLUE BOOK	Supplies	-352.17
Bill Pmt -Check	10/03/2016	3035	Brighton Analytical L.L.C.		-154.00
Bill Pmt -Check	10/03/2016	3036	GENOA TWP DPW FUND	Administrative fees 6-1 to 8-31-16	-1,047.90
				<b>Total</b>	<b>-36,147.71</b>

## **GENOA CHARTER TOWNSHIP BOARD**

**September 19, 2016**

**Regular Meeting**

### **MINUTES**

Supervisor McCririe called the regular meeting of the board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following board members were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Linda Rowell, Jim Mortensen, Todd Smith and Jean Ledford. Also present were: Township Manager Michael Archinal and five persons in the audience.

Call to the Public was made with no response.

#### **Approval of Consent Agenda:**

Moved by Rowell and supported by Ledford to approve all items listed under the consent agenda as requested. The motion carried unanimously.

#### **1. Payment of Bills.**

#### **2. Request to Approve Minutes: September 6, 2016**

#### **Approval of Regular Agenda:**

Moved by Skolarus and supported by Hunt to approve for action all items listed under the regular agenda. The motion carried unanimously.

#### **3. Consideration of a request to approve the Environmental Impact Assessment (09-13-2016) corresponding to the site plan for proposed site grading on the land located south of the Providence Medical Center project at Latson Road and Grand Oaks Drive. The request is petitioned by Ascension Health for the purpose of raising grade to provide gravity sanitary sewer for future development.**

Moved by Smith and supported by Skolarus to approve the environmental impact assessment dated Sept. 13, 2016 with the following conditions: Any further site plan approvals will require review of the Master Deed, if applicable. All conditions of the Planning Commission regarding the site plan shall be satisfied. The motion carried unanimously.

#### **4. Request for approval of a resolution to support the establishment of a Livingston County Transportation Authority.**

Moved by Smith and supported by Mortensen to approve Resolution 160919 using only the first "Whereas" and the "Now, therefore..." striking the word "strong". The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

#### **5. Request for approval of a cemetery purchase.**

Moved by Smith and supported by Mortensen to approve the Offer to Purchase and the Cemetery Purchase Agreement subject to the Attorney review of the Purchase Agreement and a

determination on how the Township will take title or conveyance. The motion carried unanimously.

Disposition of the Cemetery Ordinance – Moved by Hunt and supported by Rowell to table until the concerns raised concerning the Chilson Hills Cemetery are considered. The motion carried unanimously.

The Regular Meeting of the Genoa Charter Township Board was adjourned at 7:00 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township

Gary McCrie, Supervisor  
Genoa Charter Township

GENOA CHARTER TOWNSHIP BOARD SYNOPSIS  
MINUTES: 09/06/2016 & 09/19/2016

The following requests were approved by the Township Board at the September 6<sup>th</sup> and September 19<sup>th</sup>, 2016 meetings:

- Payment of Bills
- Minutes August 22, 2016 and September 6, 2016
- Consent and Waiver of contract from Duncan Disposal Systems to Rizzo Environmental Services
- A rezoning (Ordinance Z-16-02) of 63.4 acres located at the southeast corner of Euler Road and McClements Road
- A Planned Unit Development (PUD) agreement, environmental impact assessment and a conceptual PUD plan for Genoa Out lots, LLC
- A Planned Unit Development (PUD) agreement, environmental impact assessment and a conceptual PUD plan for Lawson Associates, LLC
- A Resolution #160916 to continuation of the Howell Area Parks and Recreation Authority
- Presentation - from the Livingston County Transportation Coalition
- A closed session to discuss pending litigation pursuant to MCL 15.268 § 8 (e)
- An Environmental Impact Assessment corresponding to the site plan for Ascension Health
- A resolution to support the establishment of a Livingston County Transportation Authority
- An Offer to Purchase and the Cemetery Purchase Agreement subject to the Attorney review for Saint George Lutheran Church with title or conveyance
- Tabled - Disposition of the Cemetery Ordinance.

The Minutes may be viewed in their entirety at [www.genoa.org](http://www.genoa.org) or call (810) 227-5225 and request a copy if you do not have internet service available to you.

  
Paulette A. Skolarus, Clerk

Gary McCririe, Supervisor

(Liv. Daily 09/30/2016 monthly publication)



Jim Murray  
President  
AT&T Michigan  
221 N. Washington Square  
Lansing, MI 49833  
Office: (517) 334-3400  
Fax: (517) 334-3429

September 21, 2016

**Via UPS Overnight Delivery**

Polly Skolarus  
Clerk of the Charter Township of Genoa  
2911 Dorr Road  
Brighton, Michigan 48116

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Skolarus:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Charter Township of Genoa, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and Charter Township of Genoa dated July 10, 2007 ("Initial Agreement"). The Commission's Order and Instructions may be found at the following Commission web link: [http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169\\_01-30-2007.pdf](http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf)

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the Charter Township of Genoa as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt

Ms. Polly Skolarus  
September 21, 2016  
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such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The Charter Township of Genoa has 15 business days beginning on September 22, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the Charter Township of Genoa does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the Charter Township of Genoa regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the Charter Township of Genoa and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray  
President  
AT&T Michigan

Attachments

cc: Brian Norman, AT&T External Affairs Manager



## 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 Genoa, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

### i. Definitions

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

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

## ii. Requirements of the Provider

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

## iii. Provider Providing Access

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

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

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

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

### VIII. PEG Fees

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

### IX. Audits

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

## **X. Termination and Modification**

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

## **Xi. Transferability**

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

## **Xii. Change of Information**

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

## **Xiii. Confidentiality**

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

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

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

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

**XV. Notices**

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

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

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

**Charter Township of Genoa:**

2911 Dorr Road

444 Michigan Avenue

Brighton, Michigan 48116

Room 1670

Detroit, Michigan 48226

Attn: Township Clerk

Attn: Yvette Collins, Director – External Affairs

Fax No.: 810.227.3420

Fax No.: 313.496.9332

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

**XVI. Miscellaneous**

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




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

Charter Township of Genoa, a Michigan Municipal Corporation

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

**NEW**

By 

Print Name \_\_\_\_\_

Title \_\_\_\_\_


Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

By 

Print Name Jim Murray

Title President

Address 221 North Washington Square

City, State, Zip Lansing, Michigan 49833

Phone 517.334.3400

Fax 517.334.3429

Email m42325@att.com

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

Date submitted:
Date completed and approved:

## ATTACHMENT 1

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

Date: September 21, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

**Company executive officers:**

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

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

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

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

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

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

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

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

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


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

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

For All Applications:

**Verification  
(Provider)**

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

Name and Title (printed): Jim Murray, President	
Signature: 	Date: September 21, 2016

(Franchising Entity)

Charter Township of Genoa, a Michigan municipal corporation



Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

MEMORANDUM

TO: Township Board  
FROM: Michael Archinal   
DATE: 9/29/16  
RE: Latson Road Sidewalk Repair

Attached you will find an invoice from Eagle Rock Concrete in the amount of \$4,780. This cost is associated with an emergency sidewalk repair on the west side of Latson north of Snowden. The existing sidewalk was undercut by drainage from landscaping irrigation causing the flags of concrete to heave significantly. Crushed concrete was brought in to rebuild a base and raise the new sidewalk to address the problem. Parks and Recreation Budget Line Item #265-775-000 will need to be increased by \$4,780 to cover the cost of this repair. Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve payment to Eagle Rock Concrete in the amount of \$4,780 and to amend the Parks and Recreation Budget by increasing Line Item #265-775-000 by \$4,780.





# Eagle Rock Concrete

Ray Lanning

6740 Herbst Rd.

Brighton, MI 48114 Ph. 810-227-5380

9-22-16

Genoa Township


Billing Statement:

Sidewalk replacement on Latson Road

Total amount due

\$4780.00

Thank you

OK  
  
9/26/16

To Board 10/3/16

State of Michigan License # 2101072380

**GENOA TOWNSHIP  
SCHEDULE OF MEETINGS  
January 1, 2017 thru December 31, 2017**

Meetings will be held at the Genoa Township Hall located at 2911 Dorr Road. The Township Board meets at 6:30 p.m., the Zoning Board of Appeals meet at 6:30 p.m. The Planning Commission meets at 6:30 p.m.

Regular meetings of the Township Board are generally scheduled for the first and third Monday of every month. The Planning Commission generally meets the second and if necessary, the fourth Monday; and the Zoning Board of Appeals usually meets the third Tuesday of each month. Holidays will occasionally disrupt the meeting schedules.

**TOWNSHIP BOARD SCHEDULE**

January 2, 2017	July 17, 2017
February 6 & 20, 2017	August 7 & 21, 2017
March 6 & 20, 2017	September 5 & 18, 2017
April 3 & 17, 2017	October 2 & 16, 2017
May 1 & 15, 2017	November 6 & 20, 2017
June 5 & 19, 2017	December 4, 2017

**PLANNING COMMISSION SCHEDULE**

January 9, 2017	July 10, 2017
February 13, 2017	August 14, 2017
March 13, 2017	September 11, 2017
April 10, 2017	October 10, 2017
May 8, 2017	November 13, 2017
June 12, 2017	December 11, 2017

**ZONING BOARD OF APPEALS SCHEDULE**

January 17, 2017	July 18, 2017
February 21, 2017	August 15, 2017
March 21, 2017	September 19, 2017
April 18, 2017	October 17, 2017
May 16, 2017	November 14, 2017
June 20, 2017	December 12, 2017

Signed: Paulette A. Skolarus  
Genoa Township Clerk

Notice Posted on Front Display  
Oct. 1, 2016 thru Dec. 31, 2017

(Policy/schedule of meetings)

Date: October 2017

To: Genoa Township Staff  
From: Polly Skolarus & Robin Hunt

For your records the following holidays are scheduled for 2017:

Floating Day	Any day during year
New Year's Day	January 2, 2017
Martin Luther King Day	January 16, 2017
Good Friday	April 14, 2017
Memorial Day	May 29, 2017
Floater	July 3, 2017
Independence Day	July 4, 2017
Labor Day	September 4, 2017
Columbus Day	October 9, 2017
Thanksgiving Day	November 23, 2017
Friday following Thanksgiving	November 24, 2017
Christmas Day	December 25, 2017
Christmas Day Holiday	December 26, 2017
New Year's Day	January 1, 2018

Policy/holidays



**AUDIT PRESENTATION MATERIALS  
DISTRIBUTED PREVIOUSLY**



## SMALL BREWERIES HAVE BIG IMPACT ON TREATMENT PLANTS



The rapid growth of microbreweries or craft breweries has done much to support the claim that Michigan is "The Great Beer State." Today, the craft beer craze has moved Michigan up to fifth nationally for the number of breweries, microbreweries and brew pubs, according to the Michigan Brewers Guild.

While small brewers enjoy an economic boost from customers thirsting for more, some communities are facing new challenges trying to get a handle on whether they can treat the beer-making byproducts that get discharged into the sewers. In some cases, treatment plants are suffering hangovers from one of the newest rising stars on the industrial block.

Just how much beer can your wastewater treatment plant drink before it pukes? It's a question few village, township or city officials thought they'd concern themselves with. But some are.

### A LOT OF BOD COMES FROM BREWERS WASTE PRODUCTS

Beer manufacturers don't enjoy talking wastewater, but it's a big part of doing business. Between two and seven barrels of wastewater are generated for every barrel of finished product. Approximately 70 percent of the water utilized during the brewing process becomes a wastewater byproduct.

Wastewater generated at a brewery can be high in Biological Oxygen Demand (BOD) from bottling side spillage or can include solids like spent grain, yeast and sedimentation waste. Residential wastewater has a BOD around 250 milligrams/liter. A brewery can have a BOD of 1,000-4,000 mg/L or about 4 times the strength of residential waste.

Their waste stream includes alcohol and sugars, plus wash water from cleaning floors, equipment, pipes and vessels. The wastewater from beer production is usually high in soluble biodegradable organic compounds, much higher than typical domestic wastewater.

Many large breweries, just like other industrial users in the state, are usually required to treat their wastewater to regular residential strength before discharging it to the sewers. Small microbreweries may not have their own treatment facilities.

### COMPLETE MAHL STUDY FOR CAPACITY REVIEW

Communities thinking about opening their arms to the craft beer business, or communities with breweries considering expansion, need to take some precautions to keep their treatment plants healthy and not violate their discharge permit requirements.

Communities with significant industrial users that are planning to expand should conduct a Maximum Allowable Headworks Loading (MAHL) study. This study determines the wastewater treatment plant's capacity, estimating the maximum loading of a type of pollutant that can be received at plant without causing pass through, interference, or biosolids contamination. In other words, a MAHL study will determine whether there is enough capacity for the industrial expansion without having to expand your treatment plant.

A baseline monitoring survey is the first step community leaders can take in efforts to protect community assets from prospective industrial users. The surveys cover basic questions about what the new industrial business produces.

If a survey shows that the industrial user would have an impact on the treatment plant or require additional regulation, a more detailed baseline monitoring report would be sent to the business asking for them to monitor their activity.

The City of Dexter is glad it did a MAHL study before a small craft brewery completed plans to expand production and build a much larger facility.

A MAHL study had not been conducted since 1978. Many upgrades to the treatment system had occurred over the years. The true capacity of the treatment plant was unknown.

"We learned from the MAHL study how much capacity was at the wastewater plant. It was a true picture of the ability of the wastewater plant to protect the watershed," said Dan Schlaff, Dexter's Public Services superintendent and DPW supervisor. "It also showed we could handle additional BOD loading, which meant we could add users to our system and that translates into additional revenue."

*"By performing that MAHL, we were able to effectively expand the wastewater plant without paying for any new brick and mortar."*

While it may be cool to have a microbrewery in your town, community leaders need to know if their treatment plant has the current capacity to handle an increased load from any new industrial user. The end result for communities could be problems meeting their discharge permit or having to build new capacity through costly treatment plant upgrades.

If you need help in doing a MAHL study, a baseline monitoring report or survey, contact Elaine Venema, PE, at 800.494.5202 or at [evenema@fveng.com](mailto:evenema@fveng.com).