HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road Howell, MI 48855 October 9, 2017 6:30 P.M.

1. 2.	Call to Order. Roll Call:	Mike Coddington Jean Graham Jonathan Hohenstein Matthew Counts	() () ()	Dar Howard () Carolyn Eaton-Wikle () Harold Melton ()					
3.	Pledge of Allegia	ance:							
4.		Call to the Board: Approval of October 9, 2017 Agenda							
5.	Approval of the N Regula	Minutes: ir Board Meeting, Septemb	per 11, 2017						
6.	Correspondence	4							
7.	Call to the Public):							
8.	Unfinished Busin	ness:							
9.	 New Business: A. Brad Jonckheere, Bedrock Ventures, LLC Conditional Rezoning, 4.24 acres of a 40 acre Parcel #4706-32-300-003 from "AR" Agricultural Residential to "NSC" Neighborhood Service to allow for a micro-brewery B. Spring Clean-up/Tax Bills C. Article XIX, 2017 Howell Area Fire Authority, Articles of Incorporation D. ATT – Renew Video Service Local Franchise Agreement 								
10.		ervisor B. Treasurer ssing F. Fire Authority J. Website	C. Clerk G. MHOG K. WWTP	D Zoning H. Planning Commission L. HAPRA					
11.	Call to the Public	:							
12.	Disbursements:	Regular and Check Regis	ster						
13.	Adjournment:								

AGENDA ITEM 5

HOWELL TOWNSHIP BOARD REGULAR MEETING MINUTES

Howell Township Hall September 11, 2017 6:30. p.m.

MEMBERS PRESENT:

MEMBERS ABSENT:

Mike Coddington

Supervisor

Harold Melton

Trustee

Jean Graham Jonathan Hohenstein Clerk Treasurer

Matthew Counts
Carolyn Eaton

Trustee Trustee

Dar Howard

Trustee

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called. All rose for the Pledge of Allegiance.

<u>APPROVAL OF THE AGENDA</u>: MOTION by Hohenstein, seconded by Howard, "TO APPROVE THE SEPTEMBER 11, 2017 AGENDA AS PRESENTED." Motion carried.

APPROVAL OF MINUTES:

MOTION by Hohenstein, seconded by Howard, "TO APPROVE THE AUGUST 14, 2017 REGULAR MEETING MINUTES AS PRESENTED." Motion carried. (See August 14, 2017 Meeting Minutes)

CORRESPONDENCE:

See List.

CALL TO THE PUBLIC:

No response.

UNFINISHED BUSINESS:

A. KENNELS – Trustee Counts reported on the Kennels Ordinance. This has been an enduring process for a couple of years between the Planning Commission and the Board to resolve. The Planning Commission is now recommending to the Township Board the final ordinance for approval. The changes better define the types of kennels; Commercial and Rural. The ordinance now includes animals six months old and younger. MOTION by Hohenstein, seconded by Eaton, "ONCE THE SPELLING ERRORS ARE CORRECTED, TO ACCEPT THE KENNEL ORDINANCE AS PRESENTED AND THEN WILL BECOME OFFICIAL, 7 DAYS AFTER PUBLICATION." Discussion followed. A roll-call vote was taken: Coddington – yes, Graham – yes, Howard – yes, Eaton – yes, Counts – yes, Hohenstein – yes. Motion carries 6 to 0.

NEW BUSINESS:

- A. GENERAL APPROPRIATIONS ACT RESOLUTION Supervisor Coddington explained that this is just a revamp of the previous Resolution # 05.17.427 with the added verbiage, "Debt Service Fund and Sewer & Water Debt Service Funds". The added verbiage gives the resolution better clarification. MOTION by Counts, seconded by Howard, "TO ACCEPT RESOLUTION #09.17.434, GENERAL APPROPRIATIONS ACT AS PRESENTED." Discussion followed. A roll-call vote was taken: Eaton yes, Hohenstein yes, Counts yes, Graham yes, Howard yes, Coddington yes. Motion carries 6 to 0.
- **B.** BUSINESS LICENSE FEES The Township is in the processes of getting an additional BS&A program for zoning and building, that will tie everything together. It will also include a place for Business Licenses.

The current fee schedule will not work within the BS&A program. It is being requested to set a new fee schedule. Leave the fee of \$30.00 for a New Business License and raise the yearly Renewal Fee to \$30.00. Also, to fit into the program, instead of accumulating the late fees daily, it will go to increments of every 10 days: 1-10 days late (\$30.00) 11-20 days late (\$60.00) 21-30 days late (\$90.00) 31-40 days late (\$120.00) 41-50 days late (\$150.00). If it is still not paid after 50 days, it will go to the Board to determine if the Township will take legal action. MOTION by Hohenstein, seconded by Graham, "MOVE TO ACCEPT THE PROPOSED BUSINESS LICENSE FEES AS PRESENTED." Discussion followed. Motion carried.

RPORTS:

A. SUPERVISOR:

(Coddington reported on the following item)

• Received a few calls for possible future land developments.

B. TREASURER:

(Hohenstein reported on the following item)

Tax collection is at 56%.

C. CLERK:

(Graham reported on the following items)

- Checking on the Deputy Clerk's computer to see if a new computer will need to be purchased or upgraded to work with the new BS&A program and still be able to access the QVF program. She is having trouble working in some of the BS&A programs. The issue might be her computer was not able to be upgraded to Windows 8 when all the other computers were upgraded. Her computer has the QVF program and at that time QVF would not work with Windows 8. Asking permission to upgrade that computer if necessary. MOTION by Hohenstein, seconded by Howard, "TO GRANT PERMISSION FOR A NEW COMPUTER NOT TO EXCEED \$1,000.00 FOR THE DEPUTY CLERK PENDING, THERE IS NOT ANOTHER SOLUTION TO SOLVE THE PROGRAM ISSUES." Discussion followed. Motion carried.
- Discussion followed about the current procedures for backing up the computers. It was the advice of the Board, to do a backup more frequently.
- New election equipment is in. Testing on the new equipment has been done. Some municipalities have an election this year. We do not have an election scheduled until August of next year.
- Consumer Energy Company Gas Franchise Ordinance has been given to our legal team. This
 has to be done every 10 years. There is discussion in trying to get Consumer Energy to expand
 their usage to more residents. Waiting to hear back from them.

D. ZONING:

(Prepared by Daus)

• See report.

E. ASSESSING:

(Prepared by Assessor Kilpela)

See report.

F. FIRE AUTHORITY:

(Coddington reported on the following items)

- Have a new secretary/treasurer.
- More work on the agreement between Howell City and the Fire Authority. This should be finalized later this month. Then agreement will come back to this Board, next month, for our approval. All participating boards will have to approve the agreement.
- Paid bills.

G. MHOG:

(Howard reported on the following items)

- Mid-year budget: On budget for expenses and over on expected revenues with the dry summer.
- Almost done with acquiring the properties for the Cross County Main.
- Growth on water usage.
- Paid bills.

H. PLANNING COMMISSION:

(Counts reported on the following items)

- Public Hearing for the Kennel Ordinance. (Recommended to the Board)
- Public Hearing on a rezoning for Bedrock Adventure to allow for a brewery. (Discussion tabled)
- Hamilton Propane's final site plan review. (Was granted with contingencies)
- Chestnut Development's final site plan review. (Was granted with contingencies)
- Marr Bible Church's preliminary and final site plan review. (Was granted with contingencies)
- Devine Grounds' final site plan review. (Was granted with contingencies)

ZONING BOARD OF APPEALS (ZBA):

(Eaton reported on the following item)

• Devine Grounds was granted 7 variances that were previously approved but, because time had expired, they had to come back for re-approval.

J. WEBSITE:

(Counts)

Nothing new to report.

K. WWTP:

(Hohenstein reported on the following items)

- See report of the 9.11.2017 Waste Water Treatment Plant Meeting.
- Presented MHOG Utility Director, Greg Tatara's, "Draft Scope of Work" for providing some assistance to the Waste Water Treatment Plant. It is a 5 Task Process. The rates and schedule are in line with what is expected. Much discussion followed. It was the consensus of the Board to proceed forward with this 5 Task Process.

L. HAPRA:

(Graham)

They are putting a team together to go over applicants to replace the HAPRA Director's position.

CALL TO PUBLIC:

No response.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Eaton, seconded by Howard, "TO APPROVE THE REGULAR DISBURSEMENTS THROUGH SEPTEMBER 6, 2017 AND CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH." Discussion followed. Motion carried.

<u>ADJOURNMENT:</u> MOTION by Hohenstein, seconded by Howard, "TO ADJOURN." Motion carried. The meeting adjourned 7:25 p.m.

APPROVED:	
	Jean Graham
As Presented:	Howell Township Clerk
As Amended:	
	Mike Coddington
As Corrected:	Howell Township Supervisor
Dated	
***************************************	Debby Johnson
	Recording Secretary

AGENDA ITEM 9A

HOWELL TOWNSHIP APPLICATION FOR AMENDMENT TO ZONING ORDINANCE / MAP

Fee	:: \$1000.00 File No: 67.17.65 Date: 7/57/17
	Property ID#: 4706- 32 - 300 - 003
1.	Applicant: BRAD JONCKHEERE
	Owner: BEDROCK VENTURES, LLC
2.	Address: 4944 MASON RD, HOWELL, MI 48843
3.	Telephone No: 517-546-2810 FAX No.: 517-546-4480
4.	Date of Application: 1/30/2017
5.	Completed Land Use Permit Application:
6.	Zoning District: AR
7.	Existing Use: YALANT OFFICE BULLDING
8.]	Proposed Use: MICHOPSREWGRY
9. (Current Zoning Classification: AR
0.	Current Zoning Classification: <u>AR</u> Proposed Zoning Classification: <u>NSC</u> WARSANA
1.	Legal description of property to be rezoned (attached copy if necessary):
	SEC 32 T3N R4E SW 1/4OF SW 1/4 40A
~	
	Attach list of names and addresses of all occupants of real property Within 300 feet of the promises to be reconded. SEE ATTACHED

13.	Requested change in ordinance:	
14.	Requested change in zoning map:	
15.	Reason for requested change:TO OPEN A MICRO	DBREWERY AND TO
	GET IN COMPLIANCE.	
16.	Has the Applicant made a previous request to rezone the p	
	If so, state when and decision of the Township Board	
in there	olicant, being first fully sworn, on oath deposes and says that is application and in the accompanying application for Lacewith are true.	nt all the above statements nd Use Permit submitted M JONCKHEERE
Sub	scribed and sworn to before me	
This	muce Marie and	
NOU	(ry rubite	MONICA MARIE ARMSTRONG NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF LIVINGSTON My Commission Expires May 31, 2019 Acting in the County of LIVINGSTON
_/	IVINGSton County, Michigan	
	commission expires: May 31, 2019	
	BELOW THIS LINE FOR TOWNSHIP US	E ONLY

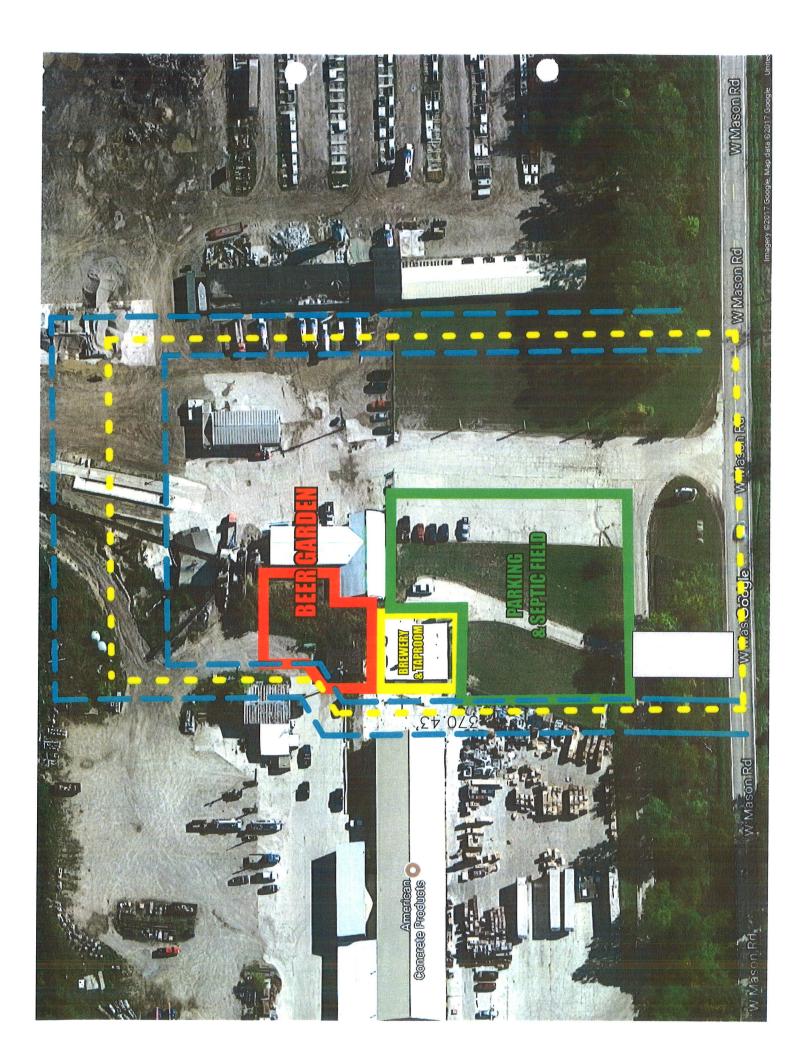
Request to Rezone

Reason for requested rezone:

I would like to rezone 4.24 acres from AR to NSC. The initial rezone reason is to repurpose a decaying office building into a microbrewery. This microbrewery would serve as a neighborhood gathering place as well as a place for others to enjoy our delicious beer. The brewery would have outside seating on a deck connected to the building. It will also have an outside area close to the building with picnic tables, fire pits, and small yard games like corn hole and horseshoes.

I would like to request this rezone based on the following conditions:

- 1. The area shown by the attached Microbrewery concept plan would be the only area of the 4.24 acres to be used as of this rezone request. Approval of use is subject to site plan approval.
- 2. Condition #1 would be removed once the following conditions are met:
 - a. Mining has been finished and reclamation has been completed.
 - b. A preliminary plan for a housing development for the remaining property has been approved.
- 3. All new uses would be subject to site plan review.



HOWELL TOWNSHIP PLANNING COMMISSION

Howell Township Hall September 26, 2017 6:30 p.m.

MEMBERS ABSENT:



MEMBERS PRESENT:

Andrew Sloan Chairman

Mark Freude Vice Chairman

Wayne Williams Secretary Matthew Counts Board Rep. Commissioner Adam Dale Peter Manwiller Commissioner

Also in attendance: Zoning Administrator Joe Daus

Township Planner Paul Montagno

Chairman Sloan called the meeting to order at 6:30 p.m. The roll was called. All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

MOTION by Counts, seconded by Freude, "TO APPROVE THE SEPTEMBER 26, 2017 AGENDA AS PRESENTED." Motion carried.

APPROVAL OF MINUTES:

MOTION by Freude seconded by Dale, "TO APPROVE THE AUGUST 22, 2017 MEETING MINUTES AS PRESENTED." Motion carried. (See August 22, 2017 Meeting Minutes)

CORRESPONDENCE:

Planning & Zoning News.

TOWNSHIP BOARD REPORT:

(Counts)

- Approved the new fees for Business Licenses.
- Approved the new Kennel Ordinance.

ZONNG BOARD OF APPEALS REPORT:

(Sloan)

Approved variance to allow for a pergola style structure to hold solar panels to be in the front yard.

ZONING REPORT:

(Daus)

See report.

SET PUBLIC HEARING:

A) MIKE PAGE, SET PUBLIC HEARING - TEXT AMENDMENT, to allow the use of Open Air Business on "AR" Agricultural Residential land and the proximity to the Commercial District at Burkhart Road and Grand River Ave. MOTION by Counts, seconded by Freude, "TO SET PUBLIC HEARING ON OCTOBER 24, 2017 FOR A TEXT AMENDMENT TO ALLOW THE USE OF OPEN AIR BUSINESS ON "AR" LAND AND THE PROXIMITY TO THE COMMERCIAL DISTRICT AT BURKHART ROAD AND GRAND RIVER." Motion carried.

UNFINISHED BUSINESS:

A. BRAD JONCKHEERE OF BEDROCK VENTURES, LLC, PARCEL #4706-32-300-003 FILE #07.17.05 -CONDITIONAL REZONING - from an "AR" Agricultural Residential to "NSC" Neighborhood Service Commercial. Planning Commission Meeting

09/26/2017

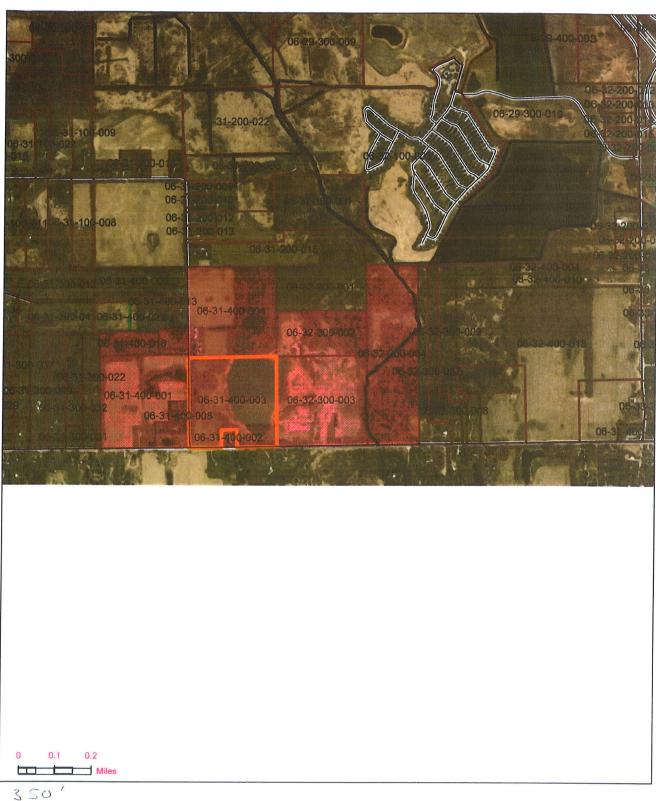
- The Public Hearing for this project was at the August 22, 2017 Meeting. At the request of the applicant it was
 decided they would come back to the September Meeting for a Conditional Rezoning.
- Brad Jonckheere of Bedrock Ventures, LLC is requesting the Conditional Rezoning of his property from "AR" Agricultural Residential to "NSC" Neighborhood Service Commercial to allow for a micro-brewery. He presented his proposed plans on 4.24 acres of a 40 acre parcel with conditions based on the following: 1) The Micro-brewery concept plan would be the only area of the 4.24 acres to be used as of this rezone request. Approval of use is subject to Site Plan approval. 2) Condition #1 would be removed once the following conditions are met:

 a) Mining has been finished and reclamation has been completed.
 b) A preliminary plan for a housing development for the remaining property has been approved.
 3) All new uses would be subject to Site Plan review
- Zoning Administrator Daus stated that the new conditions address the issues that were of concerns at the Public Hearing Meeting.
- Township Planner Montagno added that the conditions that are proposed will only allow for this one use at the
 present time. He will still need to present a Site Plan for this use in which the Planning Commission will have
 some control over specific layouts and details of the project. This is consistent to the direction the Planning
 Commission discussed at the last meeting.
- Chairman Sloan took questions from the Commissioners.
- MOTION by Dale, seconded by Williams, "TO RECOMMEND TO THE TOWNSHIP BOARD, TO GRANT THE REQUEST FOR A CONDITIONAL REZONING OF 4.24 ACRES ON THE 40 ACRE PARCEL #4706-32-300-003 FROM "AR" AGRICULTURAL RESIDENTIAL TO "NSC" NEIGHBORHOOD SERVICE." Discussion followed. Sloan yes, Counts yes, Freude yes, Dale yes, Williams yes, Manwiller yes. Motion carried 6 to 0.

NEW BUSINESS:

- A. QUALITY CARE OF HOWELL AMENDMENT TO EXISTING SITE PLAN REVIEW, PARCEL #4706-21-100-020, LOCATED AT 2820 N. BURKHART ROAD.
- Township Planner Montagno explained the applicant is seeking Final Site Plan approval for Phase II of a four phased plan that was approved in 2015. The first phase included one building with 20 beds for senior residents. Proposed Phase II is a subsequent 20 bed building addition. The site is in a "MFR" Multiple Family Residential Zoning District. Assisted living facilities are considered a Special Use in the "MFR" District. The Special Use was granted by the Township Board prior to the Preliminary Site Plan Approval for Phase I so it is an appropriate use for the district. The footprint is slightly larger but is still within the overall footprint of the building that was shown on the original plan. Township Planner Montagno stated areas that the Site Plan shows compliance and specified other areas that need to be addressed. In general the Final Site Plan for Phase II is acceptable with the following conditions: 1) The walking trail should have been developed at the time of Phase I construction for the use of the resident in Phase I. 2) Complete landscaping plan. 3) Lighting plan to include fixture details with cut sheets (showing what is on the original plan). 4) The Planning Commission should evaluate the building elevation to determine if they are consistent with the Phase Televations. 5) Provide location and details for a trash enclosure.
- Scott Bell from Lapham Associates who prepared the plans. He provided plans showing elevation of the buildings. Explained the need for a larger footprint; the newer market trends and the needs of the residents. Explained the parking area. It is two separate buildings divided by a firewall. Plans to keep the trash enclosure as is but perhaps have an extra pickup day per week if needed. He explained there is no change to the sight lighting plans including canopy lights. The walking path is still going on. The newer building will be a mirror image of the present building just slightly larger.
- Owner of Quality Care of Howell spoke on the project and about the need for the larger footprint, is because the
 resident are requiring slightly larger rooms.
- Chairman Sloan took questions from the Commissioners.
- MOTION by Freude, seconded by Dale, and with a Friendly Amendment to the motion by Counts, "TO APPROVE FINAL SITE PLAN FOR QUALITY CARE OF HOWELL, PARCEL #4706-21-100-020 PENDING APPROVAL FROM THE ADMINISTRATIVE REVIEW, ENGINEER REVIEW AND ANY LOCAL GOVERNMENTAL REVIEWS." Discussion followed. A roll-call vote was taken: Freude yes, Manwiller yes, Counts yes, Sloan yes, Dale yes, Williams yes. Motion carried 6 to 0.

HOWELL TWP 2016



AGENDA ITEM 9C

FOURTH AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE HOWELL AREA FIRE AUTHORITY

ARTICLE XIX

WITHDRAWAL OF INCORPORATING MUNICIPALITY

An incorporating municipality may withdraw from the Authority by resolution of the municipality's legislative body approving the withdrawal, a certified copy of which resolution shall be provided to the Board at least 12 months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. A municipality that withdraws from the Authority shall continue to be subject to any tax levied in its jurisdiction under Section 12 of Act 57 for the duration of the period of that tax as determined pursuant to Section 12(3) of Act 57.

A municipality that withdraws from the Authority shall remain liable for a proportion of the debts and liabilities of the Authority incurred while the municipality was a part of the Authority. The proportion of the Authority's debts for which a municipality remains liable as a result of its withdrawal from the Authority shall be determined by dividing the state equalized value of the real property in the municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a

result of the municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal except as described in the remainder of this Article.

In the event that the Authority has made more than a single \$200,000.000—200,000.000 a fire station owned by a member municipality, that municipality shall, upon withdrawal, reimburse the Authority for the actual cost of said improvements, minus a credit to the municipality for the percentage of said improvements to the fire station financed by that municipality. The credit -which-shall be determined as being equal to the percentage of the total Authority's budget, -which was contributed by said municipality, as averaged over the prior five years before construction of said improvements:

AGENDA ITEM 9D



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

RECEIVED

September 20, 2017

Via UPS Overnight Delivery

SEP 2 1 2017 HOWELL TOWNSHIP Same mand 4/2017

Jean Graham Clerk of Howell Township 3525 Byron Road Howell, Michigan 48855-7751

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

Dear Ms. Graham:

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 Township of Howell, 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 Township of Howell dated February 8, 2008 ("Initial Agreement").

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. 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 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 Township of Howell as the Franchising Entity receiving the information so designated as

Ms. Jean Graham September 20, 2017 Page 2

confidential is required (a) to protect such information from public disclosure, (b) exempt 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 Township of Howell has 15 business days beginning on September 21, 2017 within which to notify AT&T if the Renewed Agreement is complete. If the Township of Howell 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 Township of Howell 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.

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 Township of Howell, 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. "<u>Uniform video service local franchise agreement</u>" or "<u>franchise agreement</u>" 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. "<u>Video service provider fee</u>" 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.
 - 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.
- 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 <u>Attachment 1</u> 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 <u>3 years</u> of the date it began providing video service under the Act and the Agreement; at least <u>25%</u> of households with access to the Provider's video service are low-income households.
 - ii. Within <u>5 years</u> of the date it began providing video service under the Act and Agreement and from that point forward, at least <u>30%</u> 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 <u>3 years</u> of the date it began providing video service under the Act and Agreement and to a number not less than <u>50%</u> of these households within <u>6 years</u>. The video service Provider is not required to meet the <u>50%</u> requirement in this paragraph until <u>2 years</u> 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.
 - 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.

 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:

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 <u>quarterly</u> 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, barters, 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 <u>3 years</u> 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 <u>shall not</u> 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;

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 <u>quarterly</u> basis and paid within <u>45 days</u> 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 <u>3 years</u> 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 <u>Attachment 2</u>, 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:

must provide street address)	(must provide street address)
Township of Howell:	
3525 Byron Road	444 Michigan Avenue
Howell, Michigan 48855	Room 1670
	Detroit, Michigan 48226
Attn: Township Clerk	Attn: Yvette Collins, Director - External Affairs
Fax No.: 517.546.1483	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 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.

Township of Howell, a Michigan Municipal Corporation

		*	
	rint Name		
e inia	Title •		
	Address		
	City, State, Zip	9 - 2	0
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	Fax		1
	Email		

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(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

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

Ву

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

ATTACHMENT 1

Uniform Video Service Local Franchise Agreement (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: September 20, 20	17					
Applicant's Name: Michiga	n Bell Telephone Company d/b/a AT&T Mid	chigan				
Address 1: 444 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	3-0823930					

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 Township of Howell, and such boundaries are overlaid onto a map with the municipal boundaries of the Township of Howell.

[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:	
And the second second	Date: September 20, 2017

(Franchising Entity)

Township of Howell, a Michigan municipal corporation

Pro Name

Address

City, State, Zip

Phone

Fax

Email

Date

AGENDA ITEM 10D

HOWELL TOWNSHIP

LAND USE PERMIT SEPTEMBER 2017

<u>NO.</u>	NAME	ISSUED	PARCEL ID	PERMIT TYPE	PROPERTY ADDRESS	FEE
17125	BIGELOW BRETT M A	09/21/2017	4706-33-300-036	ACCES. BLDG.	3880 MASON RD	75
17123	GRAND RIVER HOWE	09/19/2017	4706-27-400-010	COMMERCIAL BUILDIN	2280 W GRAND RIVER	150
17121	SCHLACK LAWRENCE	09/18/2017	4706-16-300-037	NEW HOME	3870 WARNER ROAD	75
17120	GEE BENJAMIN AND	09/18/2017	4706-13-301-093	PORCH / DECK	383 GENEVA CT	50
17119	GRAND ATOMA ASSO	09/14/2017	4706-28-100-065	NEW HOME	3705 W GRAND RIVER	225
17117	BONINO DANA V	09/11/2017	4706-03-200-025	REROOF	5887 BYRON	20
17118	BARNOWSKI RITA A	09/11/2017	4706-05-100-008	ADDITION	4605 W ALLEN	75

Residential Land Use

Permit #	Contractor	Job Address	Fee Total	Const. Value
P17-126	BURTON BONNIE C	5845 N BURKHART	\$20.00	\$0
Work Descri	ption: WAVIER FOR REPLACEMENT	T WINDOW		
P17-127	PERNAK MATTHEW D AND K	3430 AMBER OAKS DRIVE	\$50.00	\$0
Work Descrip	ption: BLACK CHAIN LINK FENCE	IN BACK YARD		
P17-130	G L B PARTNERS LLC	3119 IVY WOOD CIRCLE	\$105.00	\$0
Work Descrip	ption: 1859 SQ FT SINGLE FAMILY D ATTACHED GARAGE, 10'X10'			
P17-131	BABBITT STEVEN AND CHRIST	379 GENEVA CT	\$20.00	\$0
Work Descrip	ption: WAIVER FOR A FINISED BAS	EMENT		

Total Permits For Type: 4

Total Fees For Type: \$195.00

Total Const. Value For Type: \$0

Water Connection

Permit #	Contractor	Job Address	Fee Total	Const. Value
P17-132	HAZEN DAVID RICHARD AND	2227 OAK GROVE RD	\$4,830.00	\$0
Work Descrip	otion:			

Total Permits For Type: 1

Total Fees For Type: \$4,830.00

Total Const. Value For Type: \$0

Report Summary

Population: All Records Permit.DateIssued Between 9/1/2017 12:00:00 AM AND 9/30/2017 11:59:59 PM Grand Total Fees: \$5,025.00

Grand Total Permits: 5

Grand Total Const. Value:

\$0

AGENDA ITEM 10E

Monthly Activity Report for September 2017 - Assessing Dept/Brent Kilpela

MTT UPDATE:

7-Eleven v Howell Township: Pre-hearing general call will be January 2018.

Burkhart Ridge v Howell Township: Tentative settlement reached. Waiting for Tribunal to rule on Consent Judgement.

Burkhart Road Associates, LLC v Howell Township: Tentative settlement reached. Waiting for Tribunal to rule on Consent Judgement.

SMALL CLAIMS TRIBUNAL:

Shirley Vaccaro v Howell Township: Tribunal ruled that petitioner falls under both federal and township poverty guidelines. Petitioner provided proof of all income to Tribunal. I had no objection at that point with all information provided. The poverty exemption will be granted by the Michigan Tax Tribunal.

William Cheek v Howell Township: Vacant land appeal. Filed answer to petition and waiting for Tribunal to assign hearing date.

ASSESSING OFFICE:

ASSESSOR: For the month of September, I have continued working on field work. Field verification of all sales will start soon as will new construction with the year winding down.

JOE DAUS, FIELD INSPECTOR: Has been sketching the field work with Apex.

OTHER: Township audit fieldwork is on the calendar for October 23rd-25th.

AGENDA ITEM 12

Howell Township Invoice and Check Registers

As of 10/4/2017

09/07/2017	;		6,836.68	PER SUMMER	BRENT KILPELA TAX DUE TO FOWL SCHLS OPER	STAXES 8/16/17 - 8/31/17 703-000-226.00	
×	Paid	0.00	6,836.68	09/15/2017	09/07/2017	TILLE SCHOOL	9/7/17 15723
Y 09/07/2017	ರ ಬ. ಬ	0.00	343,544.51	09/15/2017 MMER	09/07/2017 09 BRENT KILPELA TAX DUE TO COUNTY SET SUMMER	LIVINGSTON COUNTY TREASURER STAXES 8/16/17 - 8/31/17 703-000-228.01	9/7/2017 15722
Y 09/07/2017	Paid	0.00	217.50	09/20/2017 RT EXPENSE	08/31/2017 BRENT KILPELA TWP HALL COMPUTER SUPPORT	MICRO WORKS COMPUTING, INC ROUTER WORK 101-265-728.00	55470 15721
Y 09/07/2017	Paid	0.00	315.00 220.00 60.00 35.00	09/16/2017 ELA PUBLICATION EXPENSE INTING & PUBLICTN EX PUBLICATION EXPENS	08/27/2017 BRENT KILPELA PLANNING PRINTING & PUBLIC BOARD OF APPEALS PRINTING TWP BOARD PRINTING & PUBL	MICHIGAN.COM AUGUST PUBLICATIONS 101-400-900.00 101-412-900.00 101-101-900.00	0007008579 15720
Y 09/07/2017	Paid	0.00	346.19 346.19	10/10/2017 F EXPENSE	08/31/2017 BRENT KILPELA TWP AT LARGE STREETLIGHT	DTE ENERGY STREETLIGHTS 101-268-920.00	200450291879 15719
Y 09/07/2017	Pali.	0.00	22.13	09/22/2017 LA EXPENSE	08/30/2017 BRENT KILPELA TWP HALL NATURAL GAS EXF	CONSUMERS ENERGY TWP HALL SEPT 2017 101-265-922.00	206789132717 15718
Y 09/07/2017	Paid	0.00	135.50	09/30/2017 SE	08/31/2017 BRENT KILPELA ELECTION SUPPLIES EXPENSE	PRINTING SYSTEMS ELECTION FORMS/SUPPLIES 101-191-727.00	200180 15717
Y 09/07/2017	Paid	0.00	63.42	09/10/2017 G & MAINT EXPENS	08/30/2017 BRENT KILPELA TWP HALL OFFICE CLEANING	CINTAS CORPORATION #725 BLUE MATS 101-265-775.00	725341361 15716
Y 09/07/2017	Paid	0.00	734.39 734.39	09/13/2017	08/23/2017 BRENT KILPELA ROAD CHLORIDE EXPENSE	CHIORIDE SOLUTIONS, LLC DUST CONTROL 204-000-802.00	130 15715
Y 06/30/2017	Paid	0.00	1,055.42	07/19/2017 REPAIR EXPENSE	06/30/2017 BRENT KILPELA TWP HALL GROUNDS EQUIP	MARLAS GREIGER TWP HALL LANDSCAPE PROJECT 101-265-930.00	6/30/2017 15561
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) K	Paid	0.00	173.00	09/15/2017	09/06/2017 BRENT KTI.PET.A	LIVINGSTON COUNTY TREASURER DOG LICENSES	9/6/2017 15733
Y 09/07/2017	Paid	0.00	20.00	09/14/2017	825 09/07/2017 0-381 BRENT KILPELA TAX DUE TO TAXPAYERS	THE CHILDRENS PLACE OUTLET 825 Sum Tax Refund 4706-99-000-381 703-000-214.10 TAX	09/07/2017 15732
Y 09/07/2017	Paid	0.00	2,923.34 2,923.34	09/14/2017	09/07/2017 -048 BRENT KILPELA TAX DUE TO TAXPAYERS	WELLS FARGO BANK Sum Tax Refund 4706-33-400-048 703-000-214.10 TAX	09/07/2017
Y 09/07/2017	Paid	0.00	583.93 583.93	09/14/2017	09/07/2017 -074 BRENT KILPELA TAX DUE TO TAXPAYERS	WELLS FARGO BANK Sum Tax Refund 4706-28-402-074 703-000-214.10 TAX	09/07/2017 15730
Y 09/07/2017	Paid	0.00	819.75 819.75	09/14/2017	09/07/2017 -066 BRENT KILPELA TAX DUE TO TAXPAYERS	1511 CENLAR Sum Tax Refund 4706-26-202-066 703-000-214.10	09/07/2017 15729
° 09/07/2017	Pa LQ	0.00	53,131.50 21,252.60 31,878.90	09/15/2017 I SUMMER HL OPER SUMMER	09/07/2017 BRENT KILPELA TAX DUE TO STATE IFT SET : TAX DUE TO STATE IFT SCHL	STATE OF MICHIGAN STAXES 8/16/17 - 8/31/17 703-000-230.01 703-000-230.02	9/7/2017 15728
Y 09/07/2017	Paid	0.00	217,064.20	09/15/2017	09/07/2017 BRENT KILPELA TAX DUE TO LESA SUMMER	LIV EDUC SERVICE AGENCY STAXES 8/16/17 8/31/17 703-000-227.00	9/7/17 15727
Y 09/07/2017	Pa L' d	0.00	201,323.08	09/15/2017 DEBT SUMMER	09/07/2017 BRENT KILPELA TAX DUE TO HOWELL SCHLS	HOWELL PUBLIC SCHOOLS STAXES 8/16/17 - 8/31/17 703-000-225.00	9/7/2017 15726
Y 09/07/2017	Paid	0.00	217,929.91	09/15/2017	09/07/2017 BRENT KILPELA TAX DUE TO COUNTY SUMMER	LIVINGSTON COUNTY TREASURER STAXES 8/16/17 - 8/31/17 703-000-228.00	9/7/2017 15725
Y 09/07/2017	Paid	0.00	513,155.02 513,155.02	09/15/2017 OPER SUMMER	09/07/2017 BRENT KILPELA TAX DUE TO HOWELL SCHLS	HOWELL PUBLIC SCHOOLS STAXES 8/16/17 - 8/31/17 703-000-225.01	9/7/17 15724
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09/0//201/			53.45		WWTP NATURAL GAS EXPENSE	42-922.00	
7	Paid	0.00	53.45	09/22/2017	08/30/2017 BRENT KTI.PEI.A	CONSUMERS ENERGY 1222 PACKARD SEPT 2017	205276468708 15743
Y 09/07/2017	Paid	0.00	43.05	09/16/2017	08/28/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	AT&T 517 548-5619 FOR SEPT 2017 590-442-850.00	517548561908 15742
y 09/07/2017	Paid	0.00	74.68 74.68	09/16/2017	08/28/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE	AT&T 517 548-3888 FOR SEPT 2017 590-442-850.00	517548388808 15741
Y 09/07/2017	Paid	0.00	253.82 253.82	09/22/2017	08/31/2017 BRENT KILPELA WWTP ELECTRICITY EXPENSE	DTE ENERGY 2571 OAKGROVE SEPT 2017 590-442-920.00	8/31/17 15740
Y 09/07/2017	Paid	0.00	27,744.00	09/30/2017 AND LAND APPL EX	08/31/2017 GAL BRENT KILPELA WWTP BIOSOLIDS REMOVAL A	BIOTECH AGRONOMICS, INC LAND APPLICATION 544,000 G 590-442-969.01	1780 15739
Y 09/07/2017	Paid	0.00	1,527.00	09/30/2017 EXPENSE	08/31/2017 BRENT KILPELA WWTP EQUIPMENT REPAIR E	UNIVERSAL PUMP PUMP REPAIR 590-442-930.00	62335 15738
Y 09/07/2017	Paid	0.00	22.96	10/15/2017	09/01/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	TRUE VALUE HARDWARE COUPLINGS 590-442-956.00	87628 15737
Y 09/07/2017	Paid	0.00	30.98	10/15/2017	09/06/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	TRUE VALUE HARDWARE CULTIVATOR, LOCKSET 590-442-956.00	87675 15736
Y 09/07/2017	Paid	0.00	1,050.75	09/25/2017 ENSE	08/25/2017 09 BRENT KILPELA WWTP CONTRACTED SVCS EXPENSE	KENNEDY INDUSTRIES INC SERVICE CALLS 590-442-801.00	579324 15735
Y 09/07/2017	Paid	0.00	755.00	09/15/2017	08/22/2017 09/ BRENT KILPELA TRUST MOBILE HOME TAX PAYABLE	LIVINGSTON COUNTY TREASURER MOBILE HOME FEES 701-000-239.00	8/22/17 15734
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COMPLETE OUTDOOR SERVICES, CEMETERY MAINT. (5 OF 8) 101-276-931.00	CRAMPTON ELECTRIC CO INC 12-6 WIRE 590-442-956.00	DTE ENERGY 1009 N BURKHART SEPTEMBER 590-442-920.00	TRUE VALUE HARDWARE STRAP 590-442-956.00	LIVINGSTON COUNTY TREASURER'S ASSOCIATION DUES	CAREFREE MAINTENANCE CO. TWP HALL CLEANING 101-265-775.00	02 CONSUMERS ENERGY 2571 OAKGROVE SEP 2017 590-442-922.00	DTE ENERGY 391 N BURKHART SEPT 2017 590-442-920.00	SEVERN TRENT WWTP MAINTENANCE SEPTEMBER 2017 590-442-801.00	91 CONSUMERS ENERGY 391 N BURKHART SEPT 2017 590-442-922.00	Vendor Description GL Distribution
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09/06/2017 BRENT KILPELA CARE & MAINT.	08/31/2017 BRENT KILPELA MISCELLANEOUS EXPENSE	09/06/2017 BRENT KILPELA ELECTRICITY EXPENSE	09/08/2017 BRENT KILPELA ELLANEOUS EXPENSE	09/07/2017 10/0 BRENT KILPELA DUES & SUBSCRIPTION	09/01/2017 BRENT KILPELA OFFICE CLEANING	09/01/2017 BRENT KILPELA NATURAL GAS EXPENSE	09/01/2017 BRENT KILPELA ELECTRICITY EXPENSE	09/01/2017 10 BRENT KILPELA CONTRACTED SVCS EXPENSE	08/29/2017 BRENT KILPELA NATURAL GAS EXPENSE	Inv Date Entered By
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y 09/13/2017	ъ а 1.	0.00	69.04	10/02/2017	09/08/2017 BRENT KILPELA ELECTRICITY EXPENSE	DTE ENERGY 1216 PACKARD DRIVE SEPT 2017 590-442-920.00 WWTP E	9/8/17 15761
Y 09/13/2017	Pa LQ	0.00	3,353.86	09/30/2017 LA EXPENSE	08/31/2017 BRENT KILPELA CONTRACTED SVCS EXP	MERSINO DEWATERING, INC WET WELL BYPASS 590-442-801.00 WWTP C	55331 15760
Y 09/13/2017	Paid d	0.00	634.00 634.00	10/05/2017 ISE	09/05/2017 BRENT KILPELA LARGE LEGAL EXPENSE	FAHEY SCHULTZ BURZYCH RHODES LUCY ROAD 101-268-801.01 TWP AT	38435 15759
Y 09/13/2017	Paid	0.00	2,152.50 2,152.50	10/05/2017 ISE	09/05/2017 BRENT KILPELA LARGE LEGAL EXPENSE	FAHEY SCHULTZ BURZYCH RHODES GENERAL 101-268-801.01 TWP AT	38434 15758
Y 09/13/2017	Paid	0.00	126.50	10/05/2017 T SVC) EXPENSE	09/05/2017 BRENT KILPELA ING LEGAL (CONTRACT	FAHEY SCHULTZ BURZYCH RHODES BURKHART RIDGE LLC 101-209-801.00 ASSESSING	38432 15757
Y 09/13/2017	Paid	0.00	69.50	10/05/2017 T SVC) EXPENSE	09/05/2017 BRENT KILPELA ING LEGAL (CONTRACT	FAHEY SCHULTZ BURZYCH RHODES 7-ELEVEN, INC. (2016) 101-209-801.00 ASSESSING	38429 15756
Y 09/13/2017	Paid	0.00	25,000.00	10/08/2017 EXPENSE	09/08/2017 BRENT KILPELA ND CONTRACTED SVCS	HOWELL PARKS AND RECREATION HAPRA 4TH QTR PART. FEE 220-000-801.00 REC FUND	208.0908004 15755
Y 09/13/2017	Paid	0.00	384.57	10/01/2017	. 09/01/2017 BRENT KILPELA LL OFFICE EQUIPMENT	PITNEY BOWES GLOBAL FINANCIAL SERV. 6/30/17-9/29/17 QTRLY RENTAL 101-265-930.01	3304289175 15754
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DTE ENERGY 1222 PACKARD DR SEPT 2017

590-442-920.00

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DTE ENERGY 2559 W GRAND RIVER SEPT 2017

590-442-920.00

WWTP ELECTRICITY EXPENSE

09/08/2017 BRENT KILPELA

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1 1 1 1 1			1,488.71]	703-000-214.10 TAX DUE	
V 70017	Paid	0.00	1,488.71	09/25/2017	09/18/2017 BRENT KILPELA	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-016	09/18/2017 15783
Y 09/18/2017	Paid	0.00	1,710.10 1,710.10	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-33-300-038 703-000-214.10 TAX DUE	09/18/2017 15782
Y 09/18/2017	Paid	0.00	686.60	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-27-201-045 703-000-214.10 TAX DUE	09/18/2017 15781
Y 09/18/2017	Paid	0.00	989.01 989.01	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-26-202-100 703-000-214.10 TAX DUE	09/18/2017 15780
Y 09/18/2017	Paid	0.00	1,378.02	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-22-300-027 703-000-214.10 TAX DUE	09/18/2017 15779
Y 09/18/2017	Paid	0.00	221.80	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-202 703-000-214.10	09/18/2017 15778
Y 09/18/2017	Paid	0.00	1,979.80	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-154 703-000-214.10 TAX DUE	09/18/2017 15777
Y 09/18/2017	Paid	0.00	741,530.94 741,530.94	09/30/2017	09/18/2017 BRENT KILPELA TO COUNTY SUMMER	LIVINGSTON COUNTY TREASURER 2017 STAXES 9/1/17 - 9/15/17 703-000-228.00 TAX DUE	9/18/17 15776
Y 09/18/2017	Pa:	0.00	738,585.75	09/30/2017	09/18/2017 BRENT KILPELA TO LESA SUMMER	LIV EDUC SERVICE AGENCY 2017 STAXES 9/1/17 - 9/15/17 703-000-227.00 TAX DUE	9/18/17 15775
Y 09/18/2017	Paíd	0.00	1,482,792.55 1,482,792.55	09/30/2017 OPER SUMMER	09/18/2017 BRENT KILPELA TO HOWELL SCHLS	HOWELL PUBLIC SCHOOLS 2017 STAXES 9/1/17 - 9/15/17 703-000-225.01 TAX DUE	9/18/17 15774
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Paid Y 09/18/2017	0.00	1,225.62 1,225.62	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-21-300-014 703-000-214.10	15793
Paid	0.00	1,153.43 1,153.43	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-27-302-030 703-000-214.10 TAX DUE	15792
Paid	0.00	1,509.57 1,509.57	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-102 703-000-214.10 TAX DUE	09/18/2017
Paid	0.00	1,706.88	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-213 703-000-214.10 TAX DUE	09/18/2017 15790
Paid	0.00	449.17 449.17	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-200 703-000-214.10 TAX DUE	09/18/2017 15789
Pai.	0.00	1,634.70 1,634.70	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-11-401-011 703-000-214.10 TAX DUE	09/18/2017 15788
မာ a ည	0.00	978.57 978.57	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-25-100-022 703-000-214.10 TAX DUE	09/18/2017 15787
Paid	0.00	748.10 748.10	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-05-201-040 703-000-214.10 TAX DUE	09/18/2017 15786
ဗ a t. Q	0.00	1,170.39	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-28-402-088 703-000-214.10 TAX DUE	09/18/2017 15785
დ. ლ დ	0.00	1,917.05	09/25/2017	09/18/2017 BRENT KILPELA TO TAXPAYERS	CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-13-301-157 703-000-214.10 TAX DUE	09/18/2017 15784
Status	Amt Due	Inv Amt	Due Date	Inv Date Entered By	Wp Vendor Description GL Distribution	Inv Num Inv Ref#

9/13/17 DTE ENERGY 09/13/2017 15803 2700 TOOLEY SEPT 2017 BRENT KILPELA 590-442-920.00 WWTP ELECTRICITY EXPENSE	9/14/2017 DTE ENERGY 15802 271 E HIGHLAND SEPT 2017 S90-442-920.00 WWTP ELECTRICITY EXPENSE	87817 TRUE VALUE HARDWARE 09/18/2017 15801 GFCI, HITCH PIN 590-442-956.00 WWTP MISCELLANEOUS EXPENSE	87818 TRUE VALUE HARDWARE 09/18/2017 10/15/2017 3 PK 6"100G AO SAND DISC BRENT KILPELA 590-442-956.00 WWTP MISCELLANEOUS EXPENSE	4575220 MCMASTER-CARR 15799 CORD, WIRE SPLICE BRENT KILPELA 590-442-956.00 WWTP MISCELLANEOUS EXPENSE	854006222 AT&T LONG DISTANCE 09/06/2017 10/06/2017 WWTP LONG DISTANCE BRENT KILPELA 590-442-850.00 WWTP TELEPHONE EXPENSE	09/18/2017 FIRST AMERICAN TITLE INSURANCE COMP 09/18/2017 09/25/2017 Sum Tax Refund 4706-01-400-010 BRENT KILPELA 703-000-214.10 TAX DUE TO TAXPAYERS	09/18/2017 CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-14-100-007 TAX DUE TO TAXPAYERS	09/18/2017 CORELOGIC CENTRALIZED REFUNDS Sum Tax Refund 4706-28-402-151 703-000-214.10 TAX DUE TO TAXPAYERS	09/18/2017 CORELOGIC CENTRALIZED REFUNDS 15794 Sum Tax Refund 4706-27-303-022 BRENT KILPELA 703-000-214.10 TAX DUE TO TAXPAYERS	DB: Howell Twp Inv Num Vendor Inv Ref# Description GL Distribution Entered By
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K	Paid	0.00	465.00	10/14/2017		CARLISLE WORTMAN	2146065 15814
y 09/25/2017	Paid	0.00	560.00	10/14/2017 NER EXPENSE	09/14/2017 10 BRENT KILPELA PLANNING-CONTRACTED PLANNER	CARLISLE WORTMAN DEVINE GROUP ADDITION 101-400-801.00	2146062 15813
Y 09/25/2017	Paid	0.00	585.00	10/14/2017 NER EXPENSE	09/14/2017 10 BRENT KILPELA PLANNING-CONTRACTED PLANNER	CARLISLE WORTMAN SCHMUCK'S REZONING 101-400-801.00	2146066 15812
Y 09/25/2017	Paid	0.00	79.99 79.99	10/20/2017 A SUPPLIES EXPENSE	09/20/2017 BRENT KILPELA TWP HALL KITCHEN/BATH SU	CULLIGAN WATER WATER DELIVERY (10 JUGS) 101-265-727.00	90206380 15810
Y 09/25/2017	Paid	0.00	44,069.83	10/08/2017	09/08/2017 SHARE W BRENT KILPELA ROAD IMPROVEMENT EXPENSE	CULVER EXCAVATING INC 50% FISHER ROAD WORK (COST 204-000-801.00	34607 15809
Y 09/25/2017	ra a i d	0.00	48.55	10/05/2017	09/13/2017 BRENT KILPELA WWTP TELEPHONE EXPENSE)9 AT&T 517 552-1956 FOR OCT 2017 590-442-850.00	517552195609 15808
Y 09/25/2017	Paid	0.00	25.47 25.47	10/15/2017	09/20/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	TRUE VALUE HARDWARE VALVE, HOLE SAW BIT 590-442-956.00	87861 15807
Y 09/25/2017	Paid	0.00	46.47 46.47	10/15/2017 4SE	09/21/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	TRUE VALUE HARDWARE LIGHT BULBS 590-442-956.00	87883 15806
Y 09/25/2017	Paid	0.00	2.99	10/15/2017	09/21/2017 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	TRUE VALUE HARDWARE 20PK MALE SNAP RECEPTACLE 590-442-956.00	87880 15805
Y 09/21/2017	D D D	0.00	250.00	09/25/2017 ROV EXPENSE	09/21/2017 (BRENT KILPELA SEWER FUND REPAIR & IMPROV	DANIEL & JANINE DAAVETTILA EASEMENT AGREEMENT 590-000-775.00	9/21/2017 15804
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			440.00		BSP17-0001	101-000-203.00	9/13/17
Y 09/26/2017	Paid	0.00	440.00	10/03/2017	09/26/2017 BRENT KILPELA	CARLISLE WORTMAN BD Bond Refund	2146061 15823
			195.25	EXPENSE	TWP HALL LIFE INSURANCE	101-265-721.00	
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7 7 7 7			972.00	REPAIR EXPENSE	TWP HALL GROUNDS EQUIP	101-265-930.00	
Y 09/25/2017	Paid	0.00	972.00	10/20/2017	09/20/2017 BRENT KILPELA	HASSELBRING CLARK CO ANNUAL COPIER MAINTENANCE	15821
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			0#0.00	ALADIA DAA DINGB			87925
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CHECK REGISTER FOR HOWELL TOWNSHIP User: BRENT KILPELA CHECK DATE FROM 09/07/2017 - 10/04/2017

Page	:	2/2

Check Date	Bank	Check	Vendor Name	Amount
09/12/2017	UTYCK	2234	TRUE VALUE HARDWARE	77.93
09/12/2017	UTYCK	2235	UNIVERSAL PUMP	1,527.00
09/12/2017	UTYCK	590002371(E)	AT&T	74.68
09/12/2017	UTYCK	590002372(E)	AT&T	43.05
09/12/2017	UTYCK	590002373(E)	CONSUMERS ENERGY	53.45
09/12/2017	UTYCK	590002374(E)	CONSUMERS ENERGY	17.82
09/12/2017	UTYCK	590002375(E)	CONSUMERS ENERGY	51.79
09/12/2017	UTYCK	590002376(E)	CRAMPTON ELECTRIC CO INC	34.95
09/12/2017	UTYCK	590002377(E)	DTE ENERGY	253,82
09/12/2017	UTYCK	590002378(E)	DTE ENERGY	53.28
09/12/2017	UTYCK	590002379(E)	DTE ENERGY	139.38
09/12/2017	UTYCK	590002380(E)	KENNEDY INDUSTRIES INC	1,050.75
09/25/2017	UTYCK	2236	AT&T LONG DISTANCE	17.50
09/25/2017	UTYCK	2237	MCMASTER-CARR	59.48
09/25/2017	UTYCK	2238	MERSINO DEWATERING, INC	3,353.86
09/25/2017	UTYCK	2239	DANIEL & JANINE DAAVETTILA	250.00
09/25/2017	UTYCK	2240	PRINTING SYSTEMS	461.18
09/25/2017	UTYCK	2241	TRUE VALUE HARDWARE	159.86
09/25/2017	UTYCK	2242	U. S. BANK	206,131.25
09/25/2017	UTYCK	590002381(E)	AT&T	48.55
09/25/2017	UTYCK	590002382(E)	DTE ENERGY	69.04
09/25/2017	UTYCK	590002383(E)	DTE ENERGY	261.53
09/25/2017	UTYCK	590002384(E)	DTE ENERGY	3,889.30
09/25/2017	UTYCK	590002385(E)	DTE ENERGY	100.34
09/25/2017	UTYCK	590002386(E)	DTE ENERGY	281.42
09/25/2017	UTYCK	590002387(E)	DTE ENERGY	241.74
09/25/2017	UTYCK	590002388(E)	DTE ENERGY	31.54
09/25/2017	UTYCK	590002389(E)	DTE ENERGY	138.93
09/25/2017	UTYCK	590002390(E)	KENNEDY INDUSTRIES INC	971.00
UTYCK TOTALS	S:			
Total of 31 Ch				271,169.43
Less 0 Void Ch				0.00
Total of 31 Di	spursements:			271,169.43
REPORT TOTAL				
Total of 78 Ch Less 0 Void Ch				6,930,823.36 0.00
Total of 78 Di	sbursements:			
10041 01 70 24				C Aprezs with Invoice Rosister
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