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COUNCIL  
10-18-10 – 149

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 18, 2010, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:32 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council members: Boddy, Bryant, Granger, Howle, McConaghy, Sucher  
Absent: None

Also Present: City Administrator Fincham  
City Attorney C. Berschback  
Building Inspector Tutag  
Director of Public Works Ahee  
Recording Secretary Ryska

The following Commission members were in attendance:

Angelo DiClemente, Beautification Commission  
Ross Richardson, Planning Commission  
Thomas Fahrner, Mayor's Mack Avenue Business Study Committee  
Lee Allcut, Board of Canvassers  
Gordon Michaelson, Historical Commission  
Allen Dickinson, Planning Commission

Motion by Bryant, seconded by Howle, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Granger, seconded by Boddy, regarding **City Administrator's Contract**, that the Council authorize the Mayor to sign the Employment Agreement for Alfred "Skip" Fincham for the position of City Administrator, per discussion at the October 11, 2010 Committee-of-the-Whole meeting, effective October 4, 2010.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by McConaghy, seconded by Sucher, regarding **Community Center Guidelines**, that the City Council to concur with the recommendation of the Committee-of-the-Whole at their meeting on October 4, 2010, and adopt the Community Center Guidelines dated September 23, 2010, and authorize the use of alcohol with the modifications as discussed.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, McConaghy, Novitke, Sucher  
No: Howle  
Absent: None

Motion by Granger, seconded by Boddy, regarding **Water Reservoir**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on October 11, 2010, and authorize \$27,445.00 for additional electrical and restoration (top soil and seed) work, funds to be taken from the project's Contingency Fund.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Boddy, seconded by Granger, regarding **McKenna Associates, Inc. Invoices**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on October 11, 2010, and approve payment of the McKenna Associates, Inc. invoices May/June/July \$4,332.50 paid from Planning Commission Budget, Account No 101-105-880.500, and August/September \$1,273.50 to be paid from Building Department Contractual Services Account No. 101-180-818.000; in a total amount not to exceed \$5,596.00.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Boddy, seconded by Granger, regarding **McKenna Contract Future Services**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on October 11, 2010, and approve payment of an additional amount not to exceed \$3,500.00 to McKenna Associates, Inc. to provide future services including final site plan review for the existing Children’s Home property, to be charged to the Building Department Contractual Services Fund, Account No. 101-180-818.000, and to authorize the City Attorney to prepare an amendment to the original contract with McKenna Associates, Inc. dated May 10, 2010, to include an amount not to exceed.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Bryant, seconded by Boddy, regarding **Certification of Election Inspectors and Receiving Board**, that the City Council concur with the Election Commission at their meeting on October 7, 2010, and adopt the resolution certifying the Board of Elections Inspectors and Receiving Board for the November 2, 2010, General Election.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by McConaghy, seconded by Bryant, regarding **Relay for Life**, that the City Council concur with the recommendation of the Citizens’ Recreation Commission at their meeting on October 12, 2010, and approve the American Cancer Society’s request to hold “Relay for Life” at Lake Front Park on May 14-15, 2011.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

THE MEETING WAS THEREUPON OPENED AT 7:42 P.M. FOR A PUBLIC HEARING TO HEAR THE REQUEST FOR A **SPECIAL LAND USE AND SITE PLAN APPROVAL FROM AT&T MOBILITY, 2065 GRAND RIVER, BRIGHTON, MI, 48114**, TO INSTALL A 100' STEALTH UNIPOLE-STYLE SUPPORT STRUCTURE WITH ANTENNAS ON CITY OWNED PROPERTY AT 1200 PARKWAY, pursuant to Section 50-32(8) of the 2007 City Code.

Motion by Granger, seconded by Bryant, that for purposes of the public hearing the following items be received and placed on file:

1. Letter 09/13/10 – City Attorney, w/attachments
  - a. Resolution Approving
  - b. Resolution Denying
  - c. Letter 06/14/10 – City Attorney
  - d. Proposed Land Lease Agreement
  - e. Memorandum of Lease
  - f. Tenant Acknowledgment
2. Planning Commission Resolution 07/27/10
3. Letter 09/12/10 – Kenneth A. Daher
4. Letter 09/24/10 – Donald A. Lindow
5. Letter 07/23/10 – Thomas C. Perna
6. Affidavit of Legal Publication
7. Affidavit of Property Owners Notified
8. Aerial View

and the following correspondence that was distributed before the meeting:

9. Email 10/16/10 – Tom Perna

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individual was heard:

Wallace Haley, on behalf of AT&T  
8065 Grand River  
Brighton, MI 48114

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. The following individuals were heard:

Edward Szandzik  
21671 River Rd.

Angelo Jamerino  
21668 Eastbrook Ct.

Dorothy Lilly  
1232 Edmunton Dr.

Marlene Miller  
929 Woods Ln.

Judith Sheehy  
941 Woods Ln.

Julia Szandzik  
21671 River Rd.

Motion by Bryant, seconded by Boddy, that the public hearing be closed at 8:13 p.m.  
PASSED UNANIMOUSLY.

The Chair declared a recess at 8:13 p.m., and reconvened at 8:21 p.m.

Motion by Granger, seconded by Howle, that the following documents be received and placed on file:

1. Resident petitions objecting to the proposed 100' cell tower.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Granger, seconded by Howle, regarding the **Special Land Use and Site Plan approval request from AT&T Mobility, 2065 Grand River, Brighton, MI, 48114, to install a 100' stealth unipole-style support structure with antennas on city owned property at 1200 Parkway**, that the City Council adopt the following resolution denying approval of the AT&T Wireless Community Facility:

**THE CITY OF GROSSE POINTE WOODS  
COUNCIL RESOLUTION  
DENYING APPROVAL OF THE  
AT&T WIRELESS COMMUNICATION FACILITY**

**WHEREAS**, AT&T has filed an application under the Wireless Communication Facilities (WCF) ordinance to construct a WCF at 1200 Parkway, Grosse Pointe Woods; and,

**WHEREAS**, the Planning Commission on May 25, 2010 previously recommended that the Zoning Board of Appeals (ZBA) grant the required variance to allow construction of the WCF; and,

**WHEREAS**, on June 21, 2010 the ZBA approved the required variances subject to further recommendations and approvals of the Planning Commission and the City Council as required under the WCF ordinance; and,

**WHEREAS**, the Planning Commission recommended approval of the special land use at a meeting held on July 27, 2010; and,

**WHEREAS**, AT&T's application is now before the City Council for continued consideration of the application under the WCF ordinance; and,

**WHEREAS**, at a public hearing held on October 18, 2010 the City Council reviewed AT&T's application, site plan, and all supporting documents which have been received and placed on file as part of the public hearing.

**NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:**

I. Site Plan Resolution. Pursuant to Sec. 50-37, the City Council has reviewed the site plan together with the supporting documents and hereby denies the site plan. The findings and reasons for this recommendation are contained further in this Resolution.

II. Special Land Use Resolution. IT IS FURTHER RESOLVED that AT&T's application has been reviewed under the terms of the WCF ordinance as a special land use. Pursuant to 50-620, the City Council finds that the application has not met the criteria for consideration as a WCF as a special land use as follows:

- (a) the applicant has not demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation or addition to facilities inside or outside the City;
- (b) the applicant has not demonstrated that there is no feasible alternative or other means of satisfying the service needs;
- (c) the applicant has not demonstrated that the WCF is of a form which is compatible with the existing character of the proposed site, neighborhood and general area;
- (d) the applicant has not demonstrated that the WCF is capable of supporting collocation of other WCF's and appropriate agreements will be in place to permit collocation.

III. WCF Ordinance Resolution. IT IS FURTHER RESOLVED that pursuant to Sec. 50-619(b)(3), which requires a review of the WCF application as a whole, the City Council denies AT&T's application.

The factual findings and reasons for these recommendations are based on the record and supporting documentation submitted to the City as of this date including the agenda items received and placed on file at the ZBA hearing and the Planning Commission hearing on July 27, 2010, as well as the comments and representations made at the public hearing before this body on October 18, 2010 including but not limited to the following;

1. The need for a site in the proposed location has not been sufficiently documented by the applicant as indicated on the map shown on page 8 of the application.
2. The proposed location of the facility at the DPW yard is not necessarily the only location that will not interfere with the safe day to day operation of the facility and will not impede future development of the site.
3. The applicant has not demonstrated that there is no reasonable means of satisfying the service needs of the system through adaptation of or addition to existing facilities inside or outside the municipal boundaries of the city.
4. The stealth design of the mono pole is not of a form which is compatible with the existing character of the proposed site, neighborhood and general area.
5. All relevant requirements of Article VI Wireless Communication Facilities have not been met by the applicant.

Substitute Motion by Sucher, seconded by Bryant, that the City Council refer this item to the Committee-of-the-Whole for further discussion.

Substitute Motion failed by the following vote:

Yes: Boddy, Bryant, Sucher  
No: Granger, Howle, McConaghy, Novitke  
Absent: None

Primary Motion carried by the following ROLL CALL vote:

Boddy	Yes
Bryant	No
Granger	Yes
Howle	Yes
McConaghy	Yes
Novitke	Yes
Sucher	No

The Chair declared a recess at 8:52 p.m., and reconvened at 9:05 p.m.



Motion by Boddy, seconded by Bryant, regarding **Holiday Parking Meter Covers**, that the City Council approve the request by the Grosse Pointe Business and Professional Association of Mack Avenue to cover parking meters with holiday bags from December 4 – 27, 2010.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Sucher, seconded by Howle, that the **Financial Report** of the City Administrator for the month of September 2010 be referred to the Finance Committee for review.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Bryant, seconded by Boddy, regarding **2010 Fall Tree Planting**, that the City Council authorize a contract with North Monroe Greenhouses, 1818 N. Monroe St., Monroe, MI 48162 in an amount not to exceed \$9,856.00 for 85 tree plantings, to be taken from Account No. 401-902-977.400.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Motion by Howle, seconded by Boddy, regarding **Proclamation – Pancreatic Cancer Awareness Month**, that the City Council voice no objection to the issuance of this Mayoral proclamation.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

Hearing no objections, the following items were addressed under New Business:

- Grosse Pointe Santa Claus Parade.

Motion by Bryant, seconded by Howle, that the City Council approve a sponsorship donation of \$1000.00 to the Grosse Pointe Village Association – Grosse Pointe Santa Claus Parade to be paid from Special Projects.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

- Compensation for City Administrator.

Motion by Bryant, seconded by Boddy, regarding **Compensation for City Administrator**, that the City Council authorize Alfred "Skip" Fincham to continue to receive an additional \$350.00 per week while fulfilling duties as City Administrator and Director of Public Safety or until further direction from Council.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

- Hiring Freeze – Director of Public Safety Position.

Motion by Granger, seconded by Boddy, regarding **Director of Public Safety Position**, that the City Council authorize the City Administrator to identify a new Public Safety Director.

Motion carried by the following vote:

Yes: Boddy, Bryant, Granger, Howle, McConaghy, Novitke, Sucher  
No: None  
Absent: None

- Process to fill a vacancy on Council.

Brief discussion ensued. No action taken.

Motion by Granger, seconded by Boddy, to adjourn tonight's meeting at 9:35 p.m.  
PASSED UNANIMOUSLY.



CITY OF GROSSE POINTE WOODS  
MEMORANDUM

8A  
RECEIVED

OCT 26 2010

CITY OF GROSSE PTE. WOODS

Date: October 21, 2010  
To: Mayor and Council  
From: Al Fincham, City Administrator *AF*  
Subject: FEMA Grant for Purchase of Firefighter Boots

The City recently received a grant through the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) for a total of \$13,800.00 for the purchase of personal protective equipment (PPE). This grant requires a five percent match (\$690.00) on the part of the City. The federal government's financial contribution will be ninety-five percent, or \$13,110.00.

On September 28, 2010, the City conducted a bid opening from various vendors for structural firefighter boots. Most of the responding vendors have also provided sample boots for evaluation by the grant committee and our personnel. This evaluation focused on several key concerns including cost, weight, flexibility, comfort, sole design, and grip.

Following is a synopsis of the vendors and their respective bids:

- \*Enterprise Uniform Company: (two different models provided) \$11,523.00; \$10,476.50
- \*West Shore Fire: \$13,110.00
- \*Apollo Fire Equipment: (four different models provided) \$12,558; \$13,110; \$12,650; \$13,110
- \*Michigan Shoe: \$10,011.75
- \*Galls: \$9,199.63

**Recommendation:**

Based upon the evaluations of the boots provided, it is the recommendation of the Grant Committee that the lowest qualified bidder based on those evaluations, West Shore Fire be awarded the bid for the Globe Structural Firefighter Boots at a cost not to exceed \$13,800.00.

This is not a budgeted item. The City would be required to pay the entire grant amount from account #101.310.970. When the transaction has been completed, an electronic transfer of funds would be made to our account for ninety-five percent of the grant or \$13,110.00.

**RECOMMENDED FOR APPROVAL AS SUBMITTED:**

*A. Fincham*  
 \_\_\_\_\_  
 City Administrator

*10-26-10*  
 \_\_\_\_\_  
 Date

U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mr. James Lafer  
Grosse Pointe Woods Department of Public Safety  
20025 Mack  
Grosse Pointe Woods, Michigan 48236-2397

Re: Grant No.EMW-2009-FO-02261

Dear Mr. Lafer:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2009 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$13,800.00. The Federal share is 95 percent or \$13,110.00 of the approved amount and your share of the costs is 5 percent or \$690.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning".

Timothy W. Manning  
Deputy Administrator for National Preparedness and Protection



CHARLES T. BERSCHBACK

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24053 EAST JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400  
FAX (586) 777-0430  
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

8B  
RECEIVED  
OCT 26 2010  
CITY OF GROSSE PTE WOODS

DON R. BERSCHBACK  
OF COUNSEL

October 26, 2010

Honorable Mayor and Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE. WOW! Franchise Agreement/ Agenda Item November 1, 2010

Dear Mayor and Council:

I have enclosed the proposed Uniform Video Service Local Franchise Agreement submitted by Wide Open West Michigan, LLC. This is similar to applications submitted under the Metro Act. Federal and State law essentially pre-empts local regulation for providers. The City has previously approved similar agreements with AT&T and Comcast. WOW has decided to expand to Grosse Pointe Woods.

Just like Comcast and AT&T, WOW will be submitting five percent of their gross revenue to the City of Grosse Pointe Woods as a provider fee. In addition, they will pay 1.15% of revenues as support for the cost of PEG (Public, Education and Government) facilities and services. Mr. Fincham and I have been in contact with WOW and have explained that the War Memorial provides PEG services for all of the Grosse Pointes. WOW has agreed to install necessary equipment and lines to allow the War Memorial to continue to provide programs through the WOW system.

When this Council approved the Comcast Agreement, it also approved direct payment of the PEG fees to the War Memorial. Accordingly, it would be the prerogative of Council to approve the Uniform Video Service Local Franchise Agreement submitted by Wide Open West Michigan, LLC and authorize the City Administrator to sign all necessary documents to finalize the Agreement, including provisions to provide for direct payment of PEG fees to the Grosse Pointe War Memorial.

Respectfully submitted,



CHIP BERSCHBACK

CTB:nmg

Enclosures

cc: Skip Fincham  
Lisa Hathaway

## 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 City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware limited liability company corporation doing business as WOW! Internet Cable Phone.

### 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 1.15%) 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 \_\_\_\_\_% 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)

**City of Grosse Pointe Woods:**

City of Grosse Pointe Woods  
\_\_\_\_\_  
20025 Mack Plaza Drive  
\_\_\_\_\_  
Grosse Pointe Woods, Michigan 48236  
\_\_\_\_\_  
Attn: Alfred John Fincham III, Acting City Manager  
\_\_\_\_\_  
Fax No.:  
\_\_\_\_\_

WOW! Internet Cable Phone  
\_\_\_\_\_  
32650 North Avis Drive  
\_\_\_\_\_  
Madison Heights, Michigan  
\_\_\_\_\_  
Attn: SVP, General Manager - Mark Dineen  
\_\_\_\_\_  
Fax No.: 248-677-9021  
\_\_\_\_\_

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.

**City of Grosse Pointe Woods, a Michigan Municipal Corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**WideOpenWest Michigan, LLC, a Delaware limited liability company, a corporation doing business as WOW! Internet Cable Phone**

  
By \_\_\_\_\_  
Mark Dineen  
Print Name \_\_\_\_\_  
SVP, General Manager  
Title \_\_\_\_\_  
32650 North Avis Drive  
Address \_\_\_\_\_  
Madison Heights, Michigan 48071  
City, State, Zip \_\_\_\_\_  
248-677-9030  
Phone \_\_\_\_\_  
248-677-9021  
Fax \_\_\_\_\_  
mdineen@wideopenwest.com  
Email \_\_\_\_\_

**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: October 7, 2010		
Applicant's Name: WideOpenWest Michigan, LLC, d/ba/a WOW! Internet Cable Phone		
Address 1: 32650 North Avis Drive		
Address 2:		Phone: 248-677-9050
City: Madison Heights	State: Michigan	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

### Company executive officers:

Name(s): Colleen Abdoulah	Steven Cochran	Cash Hagen	Cathy Kuo	Mark Dineen
Title(s): President and CEO	COO/CFO	CTO	CMO	SVP/GM

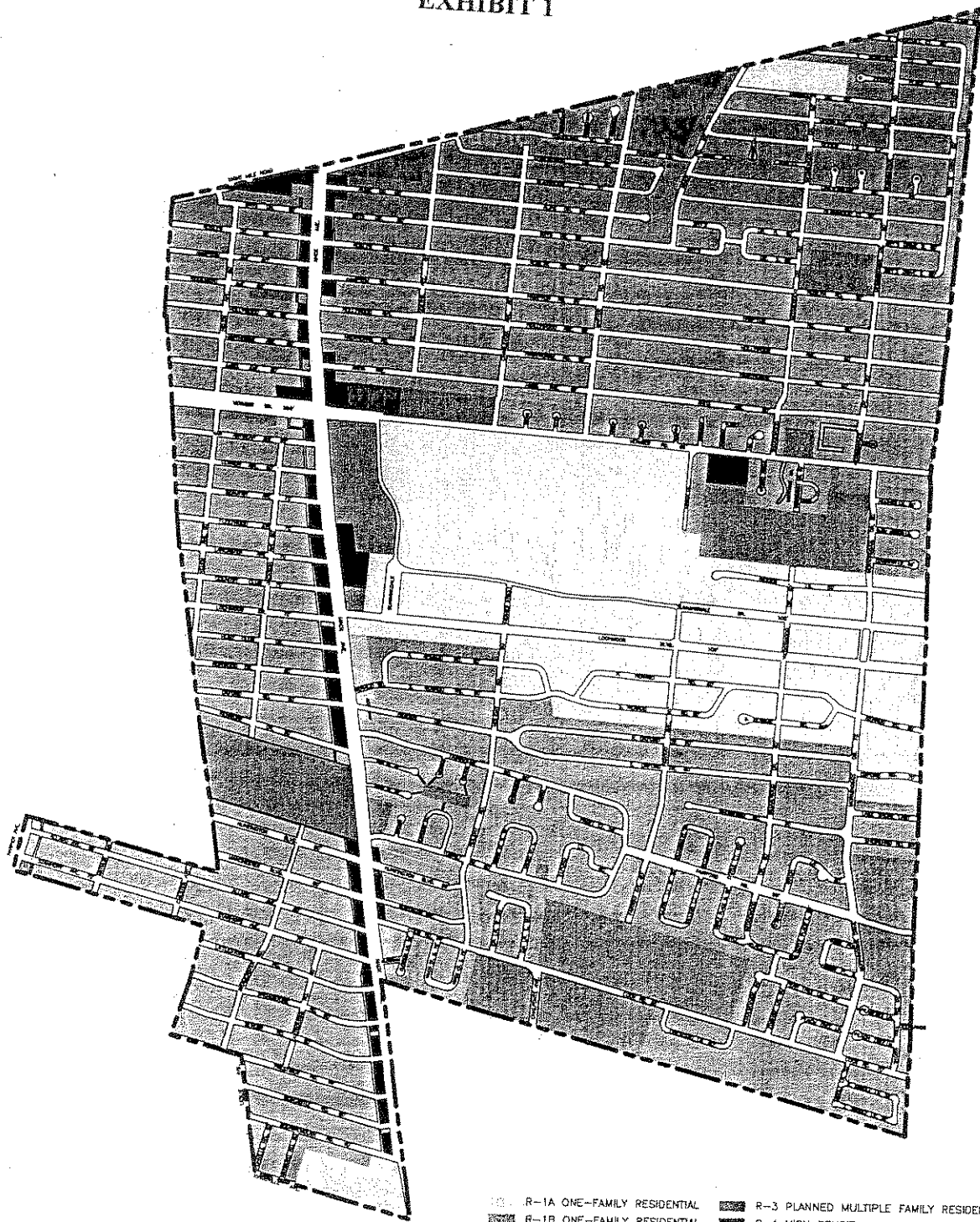
### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Mark Dineen	Floyd Armstead	Bob Schlotterer	Kathy Kiste
Title: SVP/GM	VP Tech Ops	Director of Business Ops	Government & Customer Relations
Address: 32650 North Avis Drive			
Phone: 248-677-9050	Fax: 248-677-9021	Email: kkiste@wideopenwest.com or mdineen@wideopenwest.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.)

The corporate boundary limits of the City of Grosse Pointe Woods, Michigan, as further depicted on Exhibit 1.

EXHIBIT 1



- |   |                             |   |   |
|---|-----------------------------|---|---|
| □ | R-1A ONE-FAMILY RESIDENTIAL | ▨ | R-3 PLANNED MULTIPLE FAMILY RESIDENTIAL |
| ▨ | R-1B ONE-FAMILY RESIDENTIAL | ▨ | R-4 HIGH DENSITY MULTIPLE DWELLING      |
| ▨ | R-1C ONE-FAMILY RESIDENTIAL | ▨ | RO-1 RESTRICTED OFFICE                  |
| ▨ | R-1D ONE-FAMILY RESIDENTIAL | ▨ | C-2 HIGH INTENSITY CITY CENTER          |
| ▨ | R-1E ONE-FAMILY RESIDENTIAL | ▨ | P-1 VEHICULAR PARKING                   |
| ▨ | R-2 TWO-FAMILY RESIDENTIAL  |   |   |
| ▨ | C COMMERCIAL BUSINESS       |   |   |
| ▨ | C.F. COMMUNITY FACILITIES   |   |   |

NOTE: SEE CITY BASE MAP & RELATED PLAT SHEETS FOR DETAILED DISTRICT DIMENSIONS.

APPROVED BY PLANNING COMMISSION: NOVEMBER 22, 1983  
 ADOPTED BY CITY COUNCIL: FEBRUARY 27, 1984 EFFECTIVE: MAY 11, 1984  
 REVISED: MAY 28, 1999  
 REVISED: APRIL 2, 2007  
 REVISED: JANUARY 7, 2008



ZONING DISTRICT MAP  
 GROSSE POINTE WOODS MICHIGAN

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

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

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

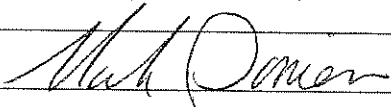
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification**  
(Provider)

I, Mark Dineen, 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): Mark Dineen, Senior Vice President and General Manager	
Signature: 	Date: 7-October-2010

(Franchising Entity)

City of Grosse Pointe Woods, a Michigan municipal corporation

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Date \_\_\_\_\_

9A

# CITY OF GROSSE POINTE WOODS

## PROCLAMATION

WHEREAS, ANTOINETTE "TONI" DICLEMENTE has announced plans to retire after 34 years of dedicated service to the Grosse Pointe Business and Professional Association of Mack Avenue and the City of Grosse Pointe Woods; and

WHEREAS, as a fixture of the Grosse Pointe Woods community for many years, ANTIONETTE DICLEMENTE had her beginnings as an owner of the Dried Flower Shop, where she set her goals to encourage the community to patronize the local merchants; and

WHEREAS, participating in The Grosse Pointe Business & Professional Association of Mack Avenue in many different capacities over the years from member to President of the organization, ANTIONETTE DICLEMENTE coordinated and volunteered hours of service at countless events such as the Easter Egg Hunt, Sidewalk Sales, and Holiday Parking Meters; was also instrumental in the implementation of the Hob-Nobbin with Goblins and Annual Fireworks events; and

WHEREAS, during her years of dedicated and distinguished service to the City of Grosse Pointe Woods, ANTIONETTE DICLEMENTE demonstrated exceptional leadership and special commitment to the Grosse Pointe Woods community serving as a member on the Fireworks Committee, as well as her work as Program Chairman for the Soroptimist Club and on St. Peter's Altar Society; and

WHEREAS, a special mention must be made of ANTIONETTE DICLEMENTE receiving recognition from the State of Michigan in 1999 by honoring her with the Michigan Volunteer Award for her dedication to our community; and

WHEREAS, as a mother of four children, ANTIONETTE DICLEMENTE, always found time to volunteer at the school PTA and Cub Scouts; and

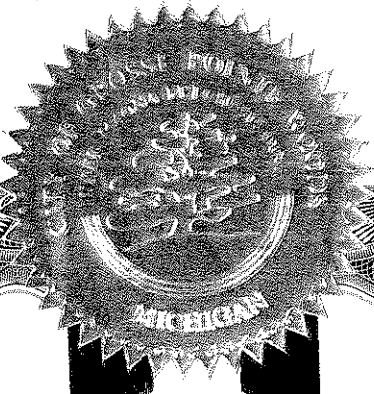
WHEREAS, ANTOINETTE DICLEMENTE is now moving on to a well-earned phase of her life, although she continues her ties with the City of Grosse Pointe Woods and will always care and work towards making our community a better place to work and live.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, in recognition of the passionate dedication and commendable service ANTOINETTE DICLEMENTE has devoted to our community, do hereby proclaim **Friday, December 3, 2010** as

### ANTIONETTE DICLEMENTE DAY

in the City of Grosse Pointe Woods, Michigan, and extend to her the best wishes of the City of Grosse Pointe Woods.

\_\_\_\_\_  
Mayor Robert E. Novitke  
November 1, 2010



9B

## CITY OF GROSSE POINTE WOODS

### *Proclamation*

*WHEREAS*, Thanksgiving is the season where we pause to reflect on the many blessings bestowed on us as a City and as individuals. We are especially grateful for the profound love that is expressed through the support, care and compassion that is provided by family caregivers to our loved ones; the chronically ill, terminally ill, elderly and frail, young, or those living with a disability. Caregivers reflect family and community life at its best, and should be counted as one of our most important natural resources;

*WHEREAS*, the need for family caregivers is growing. The blessings of medicine and technology have helped us live longer; as a result, persons with disabilities are enjoying longer lives and people over 85 are the fastest growing segment of our population. Family caregivers can be found in every city and town in America. It is very likely that we all know at least one family caregiver.

*WHEREAS*, these everyday heroes among us deserve our lasting gratitude and respect. This month, as we honor the many contributions that family caregivers make to the quality of life, let us resolve to work through our community, religious, social, business and other organizations to offer programs and services that will provide caregivers the support and encouragement they need to carry out their vital responsibilities.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, do hereby proclaim *November 2010* as *National Family Caregivers Month* in the City of Grosse Pointe Woods and urge the citizens of Grosse Pointe Woods to support, encourage, and give thanks to all caregivers.



\_\_\_\_\_  
Mayor Robert E. Novitke  
November 1, 2010

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
440 EAST CONGRESS  
5TH FLOOR  
DETROIT, MICHIGAN 48226  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

RECEIVED

OCT 19 2010

CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CC: CLERK. V&L  
10A

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

October 01, 2010  
Client: 000896  
Matter: 000000  
Invoice #: 92092

Attention: Mr. Al Fincham, City Administrator

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative to the above matter:

TOTAL \$825.00

City

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
440 EAST CONGRESS  
5TH FLOOR  
DETROIT, MICHIGAN  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

October 01, 2010  
Client: 000896  
Matter: 000000  
Invoice #: 92092

Attention: Mr. Al Fincham, City Administrator

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through September 30, 2010

DATE	ATTY	DESCRIPTION	HOURS
09/03/2010	TLF	Telephone call from Ms. Irby regarding FMLA/LTD for employee.	0.25
09/15/2010	DBD	Attention to preparation for and attendance at contract negotiation session with the Police Command Officers bargaining unit.	4.50
09/28/2010	DBD	Attention to telephone call from POLC Representative Viviano with respect to pending personnel matters.	0.25
Total Services			\$825.00

ATTORNEY	HOURS	RATE	AMOUNT
DBD DENNIS B. DuBAY	4.75	\$165.00	\$783.75
TLF THOMAS L. FLEURY	0.25	\$165.00	\$41.25
Total Amount Due			\$825.00

DON R. BERSCHBACK  
ATTORNEY AND COUNSELOR AT LAW  
24053 JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400  
FAX (586) 777-0430  
E-MAIL donberschback@yahoo.com

106  
**RECEIVED**  
OCT 26 2010  
CITY OF GROSSE POINTE WOODS  
CHARLES T. BERSCHBACK \*  
\* ALSO ADMITTED IN FLORIDA

October 27, 2010

Skip Fincham, City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: October 2010 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
9.29.10	FOIA review (.50); additional work on contract for SF (.75)	1.25
9.30.10	Ordinance research (.25); employee handbook review and memo (.50); work on SF's contract (1.50); COW and CC work (1.00)	3.25
10.1.10	Meeting with SF and DAI and finalization of contract for SF (1.75); review of construction contract (.50); work on CC and COW agenda issues (1.50)	3.75
10.4.10	Review of weekend packet, emails, letters, TCs and follow up on CC and COW matters (2.25); attendance at CC and COW meetings (2.00)	4.25
10.5.10	Citizen complaints and Building Dept. work (.75)	0.75
10.6.10	Follow up on CC and COW issues (1.50); election work (.50); attendance at Municipal Court (1.50); meetings with SF, DAI, and LKH and follow up work (1.50)	5.00
10.7.10	Election commission work (.50); FOIA (.25); outside litigation work (1.00)	1.75
10.11.10	TCs, emails, review of weekend packet (.75); work on dog bite case (.25); citizen complaints (.50)	1.50
10.13.10	Municipal Court appearance (1.75); meetings with SF and DAI and follow up (.75); miscellaneous COW and City matters, memos and TCs (1.00)	3.50
10.14.10	FOIA review (.25); emails, letters and TCs (.75); contract review (.50)	1.50
10.15.10	Work on miscellaneous City matters and follow up on CC and COW items (1.25)	1.25
10.18.10	Review of weekend packet and CC information (.50); review of Hunt Club Contract (.25)	0.75
10.19.10	Review of DWRF contracts and follow up thereto (.75); work on miscellaneous City matters (.50)	1.25
10.20.10	Appearance in Municipal Court (.25); meetings with SF, DAI and LH on City matters (.50); work on Medicare reimbursement matters (1.00)	1.75
10.22.10	FOIA (.25); warrant review (.25); Municipal Court work (.25); follow up on CC and COW agenda items (1.00)	1.75



10.25.10	Review of weekend packet, emails, letter and TCs and follow up on miscellaneous City matters (1.00); ordinance research (.50)	1.50
10.26.10	Review of Medicare contract (.25); follow up on CC and COW items (1.00)	1.25

DRB = 36.00 hours x \$155.00  
 BALANCE DUE:

**\$5,580.00**

**CTB Billing attached**

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CEW-Conference of Eastern Wayne
DRB - Don R. Berschback	PC - Planning Commission	SF - Skip Fincham
DAI - DeeAnn Irby	C&E - Comp and Eval	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		

**Breakdown**

General	31.50 hours
Municipal Court	3.50 hours
Building/Planning Commission	1.00 hours

**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE  
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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK  
OF COUNSEL

October 26, 2010

Alfred "Skip" Fincham  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: October 2010 Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
9.29.10	Zampardo motion for entry of Order (.25); calls re: OWI bond condition, preparation of implied consent agreement and waiver (.25)	0.50
9.30.10	TC Judge Metry, GPF Director of Public Safety, S. Tobin; TC DSF, calls on Municipal Court cases (.50); calls with Detective Bureau and review of FOIA copies; research on costs (.75); review of Municipal Court docket (.25)	1.50
10.1.10	Review of Serenity Way file, alcohol policy file and neon signs (.50); TCs re: Municipal Court cases (.25)	0.75
10.5.10	Research on Serenity Way issues, TC with area manager, initial work on memo (2.25); research on LFP issue (non-payment of taxes) (.25); TC GT on pending issues; TC attorneys on Municipal Court cases (.25)	2.75
10.6.10	Appearance in Municipal Court, follow up calls and letters on Holiday property maintenance case (3.25); finalized Serenity Way letter to Mayor and Council, research on local control (1.00); research for Detective Bureau re: ordinance violation; TC Det. Paz (.50)	4.75
10.7.10	TCs Detective Bureau, review of warrants, calls re: impounded property (.75); TCs and emails re: alcohol policy (.25); initial review of WOW application, review of prior files and emails to LH and Mike Watza (.50)	1.50
10.8.10	Work on WOW, TC Watza, SF (.75)	0.75
10.11.10	Review of COW package, TC BN, preparation for COW, TCs with staff, review of Planning Act file, review and rewrite of indemnification language (1.75); work on medical marijuana issue, review of white paper (.75); attendance at COW (2.25)	4.75
10.12.10	Final revisions to AT&T package; revisions to indemnification agreement, draft of amendment to McKenna contract, TC John Jackson; follow up on COW issues; TC with License Bureau re: Serenity Way, email to Council (2.25); additional work on medical marijuana ordinance (.50)	2.75
10.13.10	Review of minutes, agenda items, TCs and emails, research on LFP speed limits (.50); review of Municipal Court matters, call with GP City Detective Bureau (.25); research on LFP/non-payment of taxes issue (.50); TC Lochmoor and email GT re: pending issues (.25)	1.50

10.14.10	TCs and review of TT file (.25); review of WOW video service agreement, prepare for conference call with WOW, TC Watza, meeting with SF, TC Mark Weber, (1.00); TC Deb Reed, review of pit bull file, TCs Municipal Court files (.50)	1.75
10.15.10	Meeting with SF; conference call with Watza, War Memorial and WOW (1.00); TC re: pending Municipal Court matters (.50); review of AT&T file and lease; preparation for special land use hearing, review of agenda and pink (.50)	2.00
10.18.10	Continued work on agenda, review of AT&T billing, TCs on agenda items (.50); TC victim of assault, Municipal Court (.25); review of AT&T site plan, TCs AT&T attorney and Grant G. (1.50); TCs and research on Food Law (.50); attendance at Council meeting (2.00);	4.75
10.19.10	TC GT, TC McKenna; review of zoning ordinance (.25); call and email with Wells Fargo re: Huntington demolition, review of pit bull material and TCs with Deb Reed, TCs re: Municipal Court docket and review of docket (1.00); review of TT issues, TC Tom C. (.25)	1.50
10.20.10	Attendance at Municipal Court (3.00); TC Haley (.25)	3.25
10.21.10	TC SF, GT, work on WOW application (.25); calls on TT issues (.25); TCs, emails re: 1884 Huntington (.25)	0.75
10.25.10	TCs, emails re: various Municipal Court OWI and property maintenance cases; demolition of 1884 Huntington (.50); review of TT case for DAI, TC DAI (.25), meeting with SF, letter to Council re. WOW application, TC GT, review of prior files with Comcast and AT&T (.75)	1.50
10.26.10	Continued work on WOW application (.25); meeting with Tom C. on TT cases (.50); review of warrants and Court docket (.50)	1.25

CTB = 38.25 hours at \$140.00 per hour

**TOTAL DUE:**

**\$5,355.00**

TC - Telephone	GT - Gene Tutag
CTB - Charles T. Berschback	LH - Lisa Hathaway
DRB - Don R. Berschback	Det. Bur. - Detective Bureau
SF - Skip Fincham	PC - Planning Commission
ST - Susan Tobin	TT - Tax Tribunal
DAI - DeeAnn Irby	Tom C - Thomas Colombo

**Breakdown**

General	23.50 hours
Municipal Court	13.25 hours
Building/Planning Commission	0 hours
Tax Tribunal	1.50 hours