



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

Garrett Brown
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Sonya Brown
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Andrew French
Council Member
6th Precinct

Sheryl L. Mitchell
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

NOTICE FOR PERSONS WITH
HEARING IMPAIRMENTS
WHO REQUIRE THE USE OF A
PORTABLE LISTENING DEVICE

Please contact the City
Clerk's office at
517.629.5535 and a listening
device will be provided
upon notification. If you
require a signer, please
notify City Hall at least five
(5) days prior to the posted
meeting time.

AGENDA

COUNCIL MEETING

Wednesday, July 5, 2017

7:00 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
 - A. EDC Director Amy Deprez-Introduction of Caitlyn Berard, Food Hub Director and Laura Overholt, Farmers Market Manager
 - B. Proclamation-AmeriCorps VISTA
- VII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)
 - A. Approval Regular Session Minutes, June 19, 2017
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval Resolution # 2017-30, To Approve Michigan Municipal League (MML) Liability & Property Insurance (RCV)
 - B. Request Approval Resolution # 2017-31, A Resolution to Approve WOW Cable Franchise Agreement (RCV)



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

- C. Discussion-Changes/Recommendations for Council Rules of Procedure
- D. Discussion-Victory Park Restrooms
- E. Update on Nuisance Properties Litigation
 - A. 1521 N. Eaton St.
 - B. 702 N. Albion St.
 - C. 608 Austin Avenue
- F. Update on Crowell School Voting Location
- X. City Manager Report
- XI. Future Agenda Items
- XII. Motion to Excuse Absent Council Member(s)
- XIII. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)
- XIV. ADJOURN

CITY OF ALBION

Proclamation

Honoring

AmeriCorps VISTA

WHEREAS AmeriCorps VISTA has granted the College and community, 10 VISTA Members and a Leader each year for 3 years; and

WHEREAS Individual VISTA Members and the Leader commit a full year of service to their community, living in the community, and working alongside of community members and organizations for the purpose of alleviating poverty; and

WHEREAS the focus of the Build Albion AmeriCorps VISTA Initiative is on Education, Healthy Futures and Economic Opportunities; and

WHEREAS In the first year of any VISTA Program a Community Needs Assessment is part of the required service year; and

WHEREAS This VISTA Member/Leader did commit a significant portion of their service year to crafting the Albion Forward Survey, working with local organizations and individuals to find gaps in previous assessments, define questions and responses, design and implement a survey campaign, complete with social media, flyers, attendance at events, speaking to community members and organizations, sitting at tables at local establishments, and generally connecting to people where they are; and

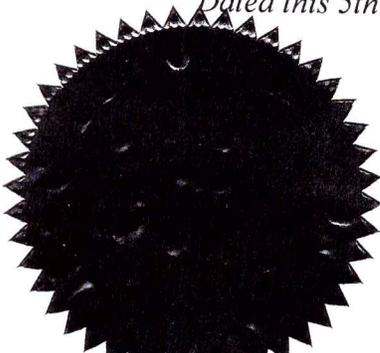
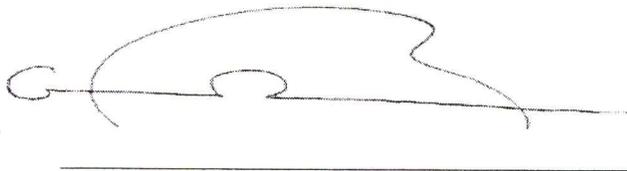
WHEREAS The VISTA team collected survey data, codified responses, analyzed the data and identified a number of positive recommendations for our community and local organizations to take action for the betterment of our community and to meet the needs of our most vulnerable.

NOW THEREFORE, we, The Mayor of Albion, the City Council, the City Staff, and community, do recognize and thank the Build Albion AmeriCorps VISTA Initiative, First Year Team for their work in Albion during the last year.

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed.

Dated this 5th day of July, 2017

Mayor _____



City of Albion
City Council Meeting
June 19, 2017

I. Call To Order

Mayor Brown opened the regular session at 7:00 p.m.

II. Moment of Silence To Be Observed

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4) Jeanette Spicer (5) and Andrew French (6) and Mayor Brown. Maurice Barnes (1) was absent.

Staff Present: Cullen Harkness, City Attorney; Stacey Levin, Assistant City Manager; Jill Domingo, City Clerk; Jason Kern, Deputy Chief Public Safety; John Tracy, Director Planning, Building & Code Enforcement; Tom Mead, Finance Director and Jim Lenardson, Director Public Services.

V. Mayor & Council Member's Comments

Comments were received from Council Members Reid and Brown and Mayor Brown.

VI. Public Hearing-Set 2017 Tax Levy

A. Request Approval Resolution # 2017-25, To Set 2017 Tax Levy (RCV)

Mayor Brown opened the Public Hearing at 7:05 p.m.

No public comments were received.

Mayor Brown closed the Public Hearing at 7:06 p.m.

Comments were received from Finance Director Mead and Mayor Brown.

Spicer moved, French supported, CARRIED, To Approve Resolution # 2017-25, To Set 2017 Tax Levy as presented. (6-0, rcv)

VII. Presentations

A. 2016 Annual Audit-Abraham Gaffney

Bill Tucker, Abraham and Gaffney gave the following presentation on the 2016 Annual Audit:

- ❖ The financial statements represent an independent report on all funds for the City

- ❖ MDOT requires auditors to complete a performance audit for Act 51 funds. The audit found no discrepancies for this report.
- ❖ An uncorrected misstatement was found of \$63,551 in the MERS pension plan which they felt was a timing issue with the statements.
- ❖ The City has five major funds.
- ❖ The City received a clean opinion which is the best you can receive.
- ❖ The MERS pension plan is 91% funded which is well above average and the Public Safety Pension Fund is 162% funded.
- ❖ The fund balance is \$1,282,945.00 which is 37% of the general operating expenses. 15 to 20% is the minimum recommendation of the Auditors.
- ❖ There was a 4.3% increase in revenues contributed by income tax and personal property tax.
- ❖ There was a 2.1% decrease in expenditures due to Public Safety for county dispatch services.
- ❖ \$335,645.00 was added to the fund balance for 2016

Comments were received from Council Member Lawler and Mayor Brown.

B. Big Read-Jess Roberts

Jess Roberts gave the following update on the 2017 Big Read program:

- ❖ Albion's Big Read is a program that aims to empower youth and bring communities together through shared reading experiences
- ❖ There will be twenty-two (22) Albion middle and high school students chosen as Leaders this year. Students must be nominated by teachers and the Big Read program Board to participate in the program.
- ❖ The first of six meetings will be held on Tuesday, June 20, 2017 at Albion College. A week long camp will also be held in August.
- ❖ They will be reading True Grit by Charles Portis. This story is set out west in the 1870s, "True Grit" tells a story of adventure and revenge. Mattie Ross, a tenacious fourteen year-old, teams up with "double tough" U.S. Marshal Rooster Cogburn and Texas Ranger LaBoeuf to pursue the man who killed her father. You'll find in this book many of the things you find right here in Albion—courage, friendship, loyalty, humor, mighty girls, complexity, messiness, and, of course, TRUE GRIT.
- ❖ The Big Read kick-off will begin with a parade starting at City Hall and proceed to Holland Park on September 30, 2017 from 1:00 - 4:00 p.m.
- ❖ Please note the following dates and events:
 - ❖ 9/30, 1pm-4pm Parade & Kick-Off event in Holland Park/West Ward
 - ❖ 10/3, 7pm-8:30pm The War & Treaty Concert at the Bohm Theater
 - ❖ 10/11, 7pm-9pm "Where Did We Sit on the Bus?" a one-man show by Brian Quijada at the Bohm
 - ❖ 10/21, 2pm-6pm all over Albion
 - ❖ 10/26, Big Read CELEBRATION and keynote address by Jason Reynolds at the Bohm
 - ❖ The Big Read Program has several sponsors and is always looking for additional groups interested in sponsoring the program.

- ❖ The books are free and book hubs will be available after the Festival of the Forks.

Comments were received from Council Members Reid and Spicer and Mayor Brown.

C. Build Albion Fellows Update

Robert Hays and Nicole Young gave the following Build Albion Fellows Update:

Summer 2017/Current Overview of Classes:

Class of 2021

- ❖ June Retreat
 - The Social Change Model of Leadership
 - 7 C's
 - Summer Dreams/Peapods

Class of 2020

- Albion Recreation Summer Dreams/Peapods
- Mentorship Positions
- Continued Practice with Leadership Models

Class of 2019

- Working With Harry Wilson
- Preparation for Capstone Projects
- Leadership Positions on Teams

Neighborhood Revitalization Project

- Revitalize the Community
- College and Community Volunteers
- 2 Block Area

3rd Annual Basketball Tournament

❖ Details

- July 15th at 10:30 AM (Rain Date: July 22nd)
- Holland Park (Westward)
- Ages: 10-13, 14-17, 18 & Up
- Hosts: BAF & Albion Rec.
- Sign Up: Online and at City Hall

Current Sponsors

- Albion Recreation Department
- Youth Fund
- James C. Kingsley Youth Fund

Goals of Tournament

- Increased Participation
- Increase Efficiency of Tournament 3-on-3
- Community Engagement
- Overall Fun Time

Requests

- Spread The Word
- Come Out
- Ideas

Comments were received from Council Members Reid and Lawler.

D. AmeriCorps VISTA Update

The following update was given by the AmeriCorps VISTA group:

The Build Albion AmeriCorps VISTA Initiative

- Albion College, the City of Albion, and community organizations began the
- Build Albion AmeriCorps VISTA Initiative in 2016.

Focused on:

- Capacity building
- Alleviating poverty
- Creating partnerships with stakeholders

Albion Forward Survey Purpose

1. Gather community input in regards to economic development, education, health and food access
2. Identify ways residents of Albion connect to the happenings in Albion
3. Identify transportation needs of Albion residents.

The Process

- From January 3rd, 2017 to April 14th, 2017
 - 470 surveys
 - 225 paper
 - 245 online
 - Survey was limited to residents of the City of Albion
 - Advertising

- Local newspapers
- Community meetings
- Community coalitions
- Newsletters
- Sponsored social media posts

The Process

VISTAs surveyed at nearly 25 different locations, including but not limited to:

- The Albion District Library
- New Hope Worship Center
- City Hall
- Books and More
- Family Fare
- Charles Snyder Building
- Kids “N” Stuff
- The Community Center
- Oak Meadows
- Forks Senior Center
- Over 400 hours spend surveying

Challenges

- Survey length
- Instructions were not always followed
- Small differences between survey formats
- Reaching the majority of residents

Recommendations:

- Utilized sponsored social media posts
- Start Neighborhood Planning Councils to
 - Implement Neighborhood Watch
 - Plan for infill housing developments
- Plan for developments in their neighborhoods
 - Continue efforts to demolish and rehabilitate blighted homes and industrial properties
 - Consider offering more learning opportunities for entrepreneurship/business to the community

Volunteer Outreach

- Over 150 residents are interested in volunteering
- VISTAs sent residents a Volunteer Interest Form

A Big Thank You to Albion!

The efforts to reach citizens were made possible by the hospitality of the many organizations that allowed us to survey at their locations. They also thanked everyone who took the time to take our survey, and the partner organizations who helped to create it. Currently receiving their feedback

Want More Information?

A full survey report containing further findings and more analyses will be available soon.

They can be contacted at:

- Facebook.com/BuildAlbionVISTA
- Email: BuildAlbionVistas@gmail.com
- Office: Ludington Center (101 North Superior Street, second floor)

A link to the survey results will be on the City of Albion's website

Mayor Brown gave AmeriCorps VISTA members a certificate of appreciation.

Comments were received from Council Member Lawler.

E. Update on Precinct 4 Town Hall Meeting-Council Member Lawler

Council Member Lawler updated the Council on the Precinct 4 Town Hall Meeting with the following:

- Although there was a small turnout, the meeting went well.
- There was some venting but also some solutions
- Some of the concerns were:
 - ❖ Sink holes
 - ❖ Youth that has nothing to do. Solution-work to help Double Vision open so the youth have somewhere to go and something to do.
 - ❖ Enforce garbage codes. Solution-Attach a flyer to the citations that help options.
 - ❖ Union Steel Building. Residents would like to see this building torn down and replaced with affordable one level houses.
 - ❖ Effective method of getting information to the Public. Solution-door knocking, social media and Next Door program.
 - ❖ Holding Residents Accountable for Code Violations. Solution-have Public Safety help out with code violations.
 - ❖ Adopt A Street program for cleanup in each precinct.
 - ❖ Enforce Trash Ordinance
 - ❖ Would like to see a medical facility on the first floor of the old Junior High School.
 - ❖ Council Member Lawler explained the roles of Council Members and the EDC.

VIII. Public Comments (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than three (3) minutes. Proper decorum is required.)

No public comments were received.

IX. Consent Calendar (VV)

- A. Approval Regular Session Minutes – June 5, 2017
- B. Approval of Assembly Permit for Brandon Heselchwerdt for a Multi-Church Gospel Sing on September 16, 2017 from 12-7:00 p.m.
- C. Approval of Assembly Permit for Bill & Karen Dobbins for the Swinging at the Shell Concerts on Sunday's from July 23, 2017 through September 10, 2017

French moved, Lawler supported, CARRIED, to approve the Consent as presented. (6-0, vv)

X. Items for Individual Discussion

- A. Request Approval 2016 Annual Audit (RCV)

Comments were received from Mayor Brown.

French moved, Reid supported, CARRIED, to Approve 2016 Annual Audit as presented. (6-0, rcv)

- B. Request Approval Resolution # 2017-26, A Resolution to Approve Amendment of City Council Meeting Schedule (RCV)

Comments were received from Mayor Brown.

French moved, Spicer supported, CARRIED, to Approve Resolution # 2017-26, A Resolution to Approve Amendment of City Council Meeting Schedule as presented. (6-0, rcv)

- C. Request Approval Resolution # 2017-27, To Approve Additional Funding for Calhoun County Land Bank Authority Demolition Program (RCV)

Comments were received from Council Members Brown, Reid, Spicer and Lawler; Finance Director Mead, Krista Trout Edwards, Director Calhoun County Land Bank and Mayor Brown.

French moved, Spicer supported, CARRIED, to Approve Resolution # 2017-27, To Approve Additional Funding for Calhoun County Land Bank Authority Demolition Program as presented. (6-0, rcv)

- D. Request Approval Resolution # 2017-28, A Resolution to Approve COPS Hiring Program Grant Application (RCV)

Comments were received from Council Members Brown, Lawler, Reid and Spicer; Deputy Chief Kern and Mayor Brown.

French moved, Reid supported, CARRIED, to Approve Resolution # 2017-28, A Resolution to Approve COPS Hiring Program Grant Application as presented. (6-0, rcv)

- E. Request Approval Resolution # 2017-29, To Approve Electronic Recycling Program (RCV)

Comments were received from Council Members Brown and French; Assistant City Manager Levin; Director of Public Services Lenardson and Mayor Brown.

French moved, Brown supported, CARRIED, to Approve Resolution # 2017-29, To Approve Electronic Recycling Program as presented. (6-0, rcv)

- F. Request Approval 2nd Reading and Adoption of Ordinance # 2017-04, An Ordinance to Amend Ordinance # 66-140 Solid Waste (RCV)

Comments were received from City Attorney Harkness.

French moved, Brown supported, CARRIED, to Approve 2nd Reading and Adoption of Ordinance # 2017-04, An Ordinance to Amend Ordinance # 66-140 Solid Waste as presented. (6-0, rcv)

- G. Request Approval 2nd Reading and Adoption of Ordinance # 2017-05, An Ordinance to Amend Ordinances # 94-1, 94-2, 94-3 and 94-4 and to Rescind Ordinances # 94-5, 94-6, 94-7, 94-36, 94-37, 94-38, 94-66, 94-67, 94-68, 94-69, 94-70, 94-71, 94-96, 94-97, 94-98, 94-99, 94-100, 94-131, 94-132, 94-133 and 94-134 (RCV)

Comments were received from City Attorney Harkness.

French moved, Spicer supported, CARRIED, to Approve 2nd Reading and Adoption of Ordinance # 2017-05, An Ordinance to Amend Ordinances # 94-1, 94-2, 94-3 and 94-4 and to Rescind Ordinances # 94-5, 94-6, 94-7, 94-36, 94-37, 94-38, 94-66, 94-67, 94-68, 94-69, 94-70, 94-71, 94-96, 94-97, 94-98, 94-99, 94-100, 94-131, 94-132, 94-133 and 94-134 as presented. (6-0, rcv)

- H. Discussion-Changes/Recommendations for Council Rules of Procedure

French moved, Brown supported, CARRIED, to **POSTPONE** Changes-Recommendations to the Council Rules of Procedures until a draft becomes available. (6-0, vv)

- I. Discussion-Update on Pothole Repairs on Ionia & North Street and Division and Hall Street

Director of Public Services Lenardson stated the pothole repairs on Ionia & North Street and Division and Hall Street have been completed. The Division and Hall Street area will be more of a long term fix while the Ionia and North Street area is more of a temporary fix.

Director of Public Services Lenardson also stated the Department of Public Services responds as soon as possible to these types of issues and set out barricades to make the area safe until repairs can be made. The Department of Public Services has had a lack of staff due to vacation and sick time and has been extremely busy working on the cemetery, market place and Holland Park. An urgent issue will be taken care of right away.

Comments were received from Council Members Brown, Lawler and French.

XI. City Manager Report

Assistant City Manager Levin gave the following City Manager Report:

- Our City Manager is currently visiting our sister City, Noisy Le Roi.
- The French Market was a huge successes with over forty (40) vendors.
- The Juneteenth Celebration was also a huge success with many thanks for Council Member Reid, ADPS and the Department of Public Services for all their hard work in making this a successful event.
- The City will be sponsoring the Albion Community Visioning Event on June 28th, 2017 from 4-7:00 pm at the Fire Station. This will be an interactive event of family friendly fun, food entertainment and Idea sharing. There will be food trucks, a special Farmers Market (set-up on Clinton Street), entertainment and kid's activities.

XII. Future Agenda Items

- Council Member Brown asked for the Council Rules & Procedures be added to the next agenda.
- Council Member Spicer asked for a report on the Victory Park restrooms be added to the next agenda.
- City Attorney Harkness asked for a discussion/update on nuisance property litigation be added to the next agenda.
- Council Member French asked for a Proclamation honoring the AmeriCorps VISTA be added to the next agenda.
- Mayor Brown asked for an update on Crowell School to be added to the next agenda.

XIII. Motion to Excuse Absent Council Member (s) (VV)

Brown moved, French supported, CARRIED, to Excuse Council Member Barnes. (6-0, vv)

XIV. Public Comments (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required.)

No public comments were received.

XIV. Adjournment

Brown moved, French supported, CARRIED, to adjourn council session. (6-0 vv)

Mayor Brown adjourned the meeting at 9:25 p.m.

Date

Jill Domingo
City Clerk

Resolution #2017-30

**To Approve Michigan Municipal League (MML) Liability and Property Insurance
Renewal**

Background: The City of Albion participates in the Michigan Municipal League Liability & Property Pool to obtain comprehensive property, general liability, auto liability, public officials' liability insurance and related services.

The 2017 annual premium for the insurance and related services for the City of Albion for is \$178,710. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2017. The City's portion of the dividend return is \$19,074. The City will receive this dividend in the month following payment of the 2017 renewal premium.

Albion City Code, Section 2-384, provides that purchases exceeding \$5,000 require City Council approval.

Council Member _____ moved, supported by Council Member _____, to approve the following resolution.

RESOLVED, that the Albion City Council approves the renewal of the Michigan Municipal League (MML) Liability and Property Insurance Policy, in the amount of \$178,710.

I hereby certify that the above resolution was adopted on July 5, 2017, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Albion

Presented By:

Jim Newman, LUTCF
Meadowbrook® Insurance Group, Service Provider
(517) 243-5865

June 29, 2017

Table of Contents

EXECUTIVE OVERVIEW	3
OUR MISSION	3
INTRODUCTION	4
WHAT YOU CAN EXPECT OF US	4
YOUR POOL INSURES MORE THAN . . .	4
COST AND COVERAGE SUMMARY	5
YOUR TEAM OF EXPERTS	6
BENEFITS OF POOLING WITH THE MML	7
CITY OF ALBION HAS . . .	8
INCREASED LIABILITY LIMITS	8
HIGHLIGHTS OF COVERAGES PROVIDED	9
WHO IS INSURED?	9
GENERAL LIABILITY	9
GENERAL LIABILITY EXCLUSIONS . . .	9
PUBLIC OFFICIALS LIABILITY COVERAGE	10
PUBLIC OFFICIALS LIABILITY EXCLUSIONS	10
PERSONAL INJURY & ADVERTISING / BROADCASTERS LIABILITY COVERAGE	10
POLICE PROFESSIONAL LIABILITY COVERAGE	10
PROPERTY COVERAGE	11
PROPERTY EXCLUSIONS	11
COMPREHENSIVE CRIME COVERAGE	12
AUTOMOBILE COVERAGE HIGHLIGHTS	12
WHAT IS COVERED?	12
AUTO COVERAGES PROVIDED	12
POOL RISK MANAGEMENT SERVICES	13
MEMBER EDUCATION	13
ONLINE SERVICES	13
MEMBERSHIP RESPONSIBILITIES	14
REFERENCES - YOUR PEERS ARE MEMBERS	15

This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook Insurance Group. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The League administrative staff and the dedicated Pool staff at Meadowbrook Insurance Group are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Albion**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Albion** for an annual premium of **\$178,710**. **(In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2017. The City's portion of the dividend return is \$19,074. The City will receive this dividend in the month following payment of your 2017 renewal premium.)**

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--|-------------------------------------|
| ✓ 400 Public Entity Members | ✓ 188 Water Utilities |
| ✓ 852 Licensed Emergency Medical Technicians | ✓ 7,000 Vehicles |
| ✓ 440 Licensed Paramedics | ✓ 19 Electric Utilities |
| ✓ 143 Fire Departments | ✓ 25 Municipal Marinas |
| ✓ 184 Law Enforcement Agencies | ✓ \$4.15 Billion of Property Values |
| ✓ 5,535 Miles of Streets/Roads | ✓ 205 Sewer Operations |

These local communities are current Pool members:

City of Jackson
City of Coldwater
City of Adrian



Coverage and Cost Summary City Of Albion

Effective 07-01-2017 to 07-01-2018

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$10,000
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$10,000
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$10,000
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$10,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$10,000
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability (Coverages A, B, and D)	\$25,000	\$50,000	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$10,000

# Vehicles	Comp	Coll
66	\$1,000	\$1,000

Agreed Amount, if applicable 3 Vehicles for a total of \$1,917,338

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$43,773,424	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Camera & Video Equipment	\$114,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$989,059	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A



Coverage and Cost Summary City Of Albion

Effective 07-01-2017 to 07-01-2018

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$500,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$150,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$200,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$50,000	\$50,000	\$250
Tripp, German Shepherd	\$10,000	N/A	\$250
Valuable Papers	\$300,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer/Finance Director	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$178,710.

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Albion Has . . .

- ✓ \$2,930,840. Annual Payroll
- ✓ \$46,086,482. of total values for real and personal property
- ✓ 18 Law Enforcement Officers
- ✓ 66 Vehicles

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):	
Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):	
NO ADDITIONAL PREMIUM	

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Cyber Liability Coverage Sublimit—MML233 (07/13)
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Employee benefit liability
- ✓ Pollution coverage for Hazardous Response Teams

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Aircraft Liability
- ✓ Breach of contract
- ✓ Failure of dams
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Criminal activity / Intentional acts with knowledge of wrongdoing
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Assault or battery
- ✓ Violation of civil rights
- ✓ Improper service of suit
- ✓ Jail operations
- ✓ Coverage assumes officers act with intent
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control engineers
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

Resolution #2017-31

A RESOLUTION TO APPROVE WOW CABLE FRANCHISE AGREEMENT

Purpose and Finding: As the council is aware, the City of Albion presently receives cable video services through WOW, Inc. However, the present franchise agreement with WOW expired on or about June 18, 2017. Pursuant to the Michigan Uniform Video Services Local Franchise Act, (Public Act 480 of 2006), in order for WOW to continue to provide video services to the City of Albion, a new franchise agreement is necessary. To that end, a new franchise agreement has been drafted by WOW and subsequently reviewed by the City Attorney. The term of the new agreement will be for ten (10) years. It is the recommendation of the administrative staff that the franchise agreement be approved.

Council Member _____ moved, supported by Council Member _____, to approve the following resolution.

RESOLVED, the video services franchise agreement with WOW, Inc. is hereby approved and the City Manager is hereby authorized to sign the WOW Cable Franchise Agreement on behalf of the City of Albion.

Date: July 5, 2017

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on July 5, 2017.

Jill Domingo
City Clerk



380 Wright Industrial Parkway
P.O. Box 360
Pottersville, MI 48876

May 22, 2017

Mrs. Mitchell
City of Albion
445 W. Cass St.
Albion, Michigan 49224

Dear Mrs. Mitchell,

I am writing this letter to inform you that our current franchise agreement with the City of Albion expires on June 18, 2017. We intend to continue our cable operations in the City pursuant to a uniform franchise as prescribed by the Michigan Uniform Video Services Local Franchise Act. We will mail a Uniform Video Service Local Franchise Agreement to the City at least 30 days before expiration of our existing franchise agreement.

Our relationship with the community will not diminish when we convert to a uniform franchise. Our existing courtesy accounts and the level of service we deliver to your community will not change. We are still committed to providing exceptional service to all the communities that we service and exceptional customer service.

Please feel free to contact me if you have any questions or concerns at 517-319-3150.

Regards,

A handwritten signature in black ink that reads "Bryant Murray". The signature is fluid and cursive.

Bryant Murray
Operations Manager
Bryant.murray@wowinc.com
Phone: 517-319-3150

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

The forms shall meet the following requirements:

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

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

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

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

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

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

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

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

V. Term

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

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 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 _____% (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, 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 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

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

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

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

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

VIII. PEG Fees

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

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

If to the Provider:
(must provide street address)

City of Albion:

City of Albion

112 W. Cass St.

Albion, MI 49224-1731

Attn: Sheryl Mitchell

Fax No.: 517-629-7175

WideOpenWest Mid Michigan LLC

380 Wright Industrial Parkway

Pottersville, MI 48876

Attn: Bryant Murray

Fax No.: 517-543-8057

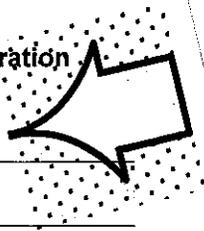
Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

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

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

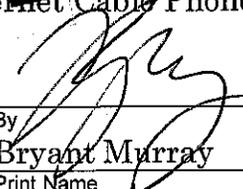
City of Albion, a Michigan Municipal Corporation



**SIGN
HERE**

WOW! Open West Mid Michigan LLC, a
Delaware corporation doing business as WOW!
Internet Cable Phone

By
Sheryl Mitchell
Print Name
City Manager
Title
112 W. Cass St.
Address
Albion, MI 49224-1731
City, State, Zip
517-629-7172
Phone
517-629-7175
Fax
smitchell@cityofalbionmi.gov
Email

By

Print Name
Operations Manager
Title
380 Wright Industrial Parkway
Address
Pottersville, MI 48876
City, State, Zip
517-319-3150
Phone
517-543-8057
Fax
bryant.murray@wowinc.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: May 22, 2017	
Applicant's Name: WideOpenWest Mid Michigan, LLC d/b/a WOW! Internet Cable Phone	
Address 1: 380 Wright Industrial Parkway	
Address 2: PO Box 360	Phone: 517-319-3150
City: Potteville	State: MI
	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701	

Company executive officers:

Name(s): Steve Cochran	Kathy Cuo	Cash Hagen	Rich Fish	Rob DiNardo
Title(s): President & CEO	COO	CTO	CFO	SVP - Area Operations

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

Name: Bryant Murray		
Title: Operations Manager		
Address: 380 Wright Industrial Parkway		
Phone: 517-319-3150	Fax: 517-543-8057	Email: bryant.murray@wowinc.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.)

Refer to the set of City of Albion area system prints provide in this package.

[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: May 22, 2017

For All Applications:

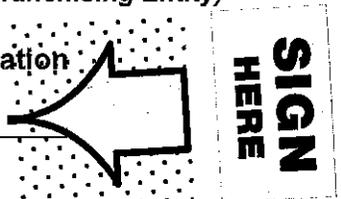
Verification
(Provider)

I, Bryant 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): Bryant Murray, Operations Manager	
Signature: 	Date: 5-22-17

(Franchising Entity)

City of Albion, a Michigan municipal corporation



By
Sheryl Mitchell

Print Name
City Manager

Title
112 W. Cass St.

Address
Albion, MI 49224-1731

City, State, Zip
517-629-7172

Phone
517-629-7175

Fax
smitchell@cityofalbionmi.gov

Email

Date

ATTACHMENT 3

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Form must be typed)

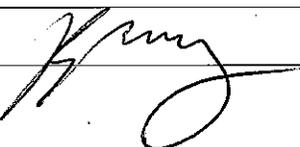
THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is considered completed and approved on this date **May 22, 2017**, pursuant to 2006 PA 480, Section 3(3) between City of Albion, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Mid Michigan LLC, a Delaware corporation doing business as WOW!Internet Cable Phone.

Pursuant to Section 3(3) of the Act, "A Franchising Entity shall have 30 days after the submission date of a complete franchise agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the franchise agreement or approve the franchise agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the franchise agreement approved."

The Uniform Video Service Local Franchise Agreement was first filed on **May 18, 2017**, and has exceeded the 30 day submission date (pursuant to Section 3(3) of the Act) on **July 18, 2017**. Attachment 3 is being sent as a notification of a Franchise Agreement that is considered completed and approved to both **City of Albion**, a Michigan municipal corporation (the "Franchising Entity"), as well as the **Michigan Public Service Commission**.

(Provider)

I, **Bryant 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): Bryant Murray, Operations Manager	
Signature: 	Date: 5-22-17