



AGENDA

REGULAR MEETING OF THE PARCHMENT CITY COMMISSION

December 5, 2022

7 P.M.

Parchment City Commission

Mayor Robert D. Britigan III

Vice Mayor Thomas Jordan

Commissioner Holly Evans

Commissioner Tammy Cooper

Commissioner Robin Madaras

Commissioner Doug Fooy

Commissioner Michael Conner

Officers

City Manager Nancy R. Stoddard

City Attorney Robert Soltis

City Treasurer/Clerk Shannon Stutz

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of Minutes

From the City Commission Meeting of November 21, 2022

5. Additions/Changes to the Agenda - Approval

6. Citizen Comments – Items ON the Agenda

If you wish to comment regarding items ON the agenda, please follow the format below:

- *State your name and address for the records*
- *You are allowed up to 5 minutes for your comments*
- *Please let us know if you require special accommodations by notifying the Clerk*

- *Reminder: You will be making a statement, without discussion from the Commission. You are always welcome to make an appointment with the City Manager to further discuss your comments.*

7. Consent Agenda

Items on the consent agenda will be dealt with one vote by the City Commission unless a Commissioner requests an item be dealt with individually.

Motion to RECEIVE OR APPROVE as indicated:

- Warrant No. 1478 – action
- Planning Commission Meeting Minutes October 26, 2022 – receive
- Kalamazoo Area Building Authority November 2022 Permits - receive

8. Unfinished Business

9. New Business

- Kalamazoo County Household Hazardous Waste Amendment #2 - action
- Comcast – Universal Video Service Local Franchise Agreement – action
- LC Howard Purchase Agreement for Portions of Mill Parcels, 06-03-280-021 and 06-03-280-011 - action

10. Citizen Comments – Items ON or OFF the Agenda

Persons wishing to comment on items that are on/off the agenda are instructed to please follow the same format as Citizen Comments for items on the agenda.

11. Mayor and Commissioner Comments

12. City Manager Comments

13. Adjournment

MINUTES OF THE REGULAR MEETING OF THE PARCHMENT CITY COMMISSION HELD ON MONDAY NOVEMBER 21, 2022.

1. Call to order

Vice Mayor Jordan called the meeting to order at 7:00 p.m. The Vice Mayor led everyone in the Pledge of Allegiance.

2. Roll Call.

Present: Vice Mayor Jordan, Commissioners Conner, Cooper, Evans, and Madaras. City Manager Stoddard, Attorney Soltis, Treasurer/Clerk Stutz.

Absent: Mayor Britigan, Commissioner Fooy.

Moved by Commissioner Madaras, supported by Commissioner Evans to excuse the absence of Mayor Britigan. **Motion Carried.**

3. Minutes

Moved by Commissioner Cooper, supported by Commissioner Madaras to approve the minutes of the November 7, 2022 Regular meeting. **Motion Carried.**

4. Additions or changes to the agenda.

None. Moved by Commissioner Madaras supported by Commissioner Conner to approve the agenda as presented. **Motion Carried.**

5. Citizen Comments – Items ON the Agenda

None.

6. Consent Agenda

A. Questions by Commissioners were answered regarding specific items. Moved by Commissioner Cooper, supported by Commissioner Conner to receive the consent agenda items. **Motion Carried.**

7. Unfinished Business

None.

8. New Business

A. Resolution 2022-09 – Local Support for DNR Projects. City Manager Stoddard explained that this resolution is a requirement for the SPARKS grant for which the Parks and Recreation Committee is applying. This grant would fund renewal of park pathways and upgrade the electrical grid in Kindleberger Park. Also this grant is not matching, just “free money”. Moved by Commissioner Cooper, supported by Commissioner Madaras to adopt resolution 2022-09 Local Support for DNR Projects. Roll call vote was as follows:

Ayes: Conner, Cooper, Evans, Jordan, and Madaras.

Nays: None.

Absent: Britigan, Fooy.

Abstain: None.

Motion Carried 5-0.

RESOLUTION – LOCAL SUPPORT FOR DNR PROJECTS

Resolution 2022-09

WHEREAS, the Parchment City Commission supports the Department of Natural Resources’ (DNR) submission of an application titled, “Kindleberger Park Pathway Renewal Plan” to the Spark Grant Program for re-paving of Park pathways, improving drainage, controlling erosion, stabilizing the valley picnic shelters, and upgrading the electric grid in selected high-use areas at Kindleberger Park; and,

WHEREAS, the location of the proposed project is within the jurisdiction of the City of Parchment; and,

WHEREAS, the proposed project, if completed, will be a benefit to the community; and,

WHEREAS, with this resolution of support it is acknowledged that the Parchment City Commission is not committing to any obligations; financial or otherwise.

NOW THEREFORE, BE IT RESOLVED that Parchment City Commission hereby supports submission of a Spark Grant Application for the Kindleberger Park Pathway Renewal Plan, by the DNR.

B. Kalamazoo Valley Intergovernmental Ambulance Agreement – action. City Manager Stoddard explained that this gets renewed every couple years. Attorney Soltis noted that the language is essentially the same as prior years, with the exception of Exhibit A (rate changes). He also made note that the agreement can be terminated by the City Commission with 180 days’ notice. Commissioner Madaras stated that zone 1 (our zone) has 90% compliance with their response time. Commissioner Cooper said that their software leads them to be in areas with high call volume. Moved by Commissioner Evans, supported by Commissioner Madaras to approve the KVIAA as presented. Roll call vote was as follows:

Ayes: Conner, Cooper, Evans, Jordan, and Madaras.
Nays: None.
Absent: Britigan, Fooy.
Abstain: None.

Motion Carried 5-0.

9. Citizen Comments

None.

10. Mayor and Commissioner Comments

Commissioner Cooper wished everyone a safe and happy holiday.

Commissioner Conner complimented the DPW for the plowing of the streets, then wished everyone a happy Thanksgiving.

Commissioner Madaras agreed, saying DPW did a great job plowing during the snowstorm.

Commissioner Evans said the Parks and Recreation Committee is excited for their first grant opportunity.

Vice Mayor Jordan applauded the work of DPW during the snow storm, adding that they completed the plowing with only pickup trucks. He also noted the ADA door at City Hall is installed and working. He then wished everyone a happy Thanksgiving.

11. City Manager Comments/Reports

City Manager Stoddard reported that the SPARKS grant process has begun – the Parks and Rec committee is very excited about the opportunity it could bring. The City Manager also made note that Treasurer/Clerk Stutz submitted the application for an \$800,000 EPA Brownfield Multipurpose Grant today. She then invited anyone who has questions or concerns to call and discuss them with her.

Moved by Commissioner Madaras, supported by Commissioner Conner to excuse the absence of Commissioner Fooy.

Motion Carried.

12. Adjournment

There being no further business to come before the Commission, it was moved by Commissioner Cooper and supported by all to adjourn the meeting at 7:24 p.m.

Shannon Stutz, City Clerk



City of Parchment
Check Register Report
Warrant 1478

| Check | Check Date | Vendor Name | Description | Amount |
|-------|------------|--------------------------------|---|-----------|
| 37341 | 11/28/2022 | ASPHALT RESTORATION, INC | HEAT & PATCH LOTTIE, ISLAND, WILSON, ORIENT | 1,800.00 |
| 37342 | 11/28/2022 | BADGER EVERGREEN NURSERY LLC | 8 DOUGLAS FIR TREES (CUT) CHRISTMAS DECO | 288.00 |
| 37343 | 11/28/2022 | DEYOUNG LANDSCAPE SERVICE | TREATMENT #6 - GARDEN - ACCOUNT #5223 | 191.00 |
| 37344 | 11/28/2022 | EDWARD LESTER | 2023 SUMMER CONCERT SERIES - DEPOSIT | 500.00 |
| 37345 | 11/28/2022 | ENGINEERED PROTECTION SYSTEMS | MAINT BLDG - 12/01/22-02/28/23 CUSTOMER | 180.78 |
| 37346 | 11/28/2022 | FRANCOTYP-POSTALIA, INC. | RENTAL - POSTAL METER, SCALE, RESETS | 78.00 |
| 37347 | 11/28/2022 | KALAMAZOO OIL CO. | FUEL CHARGES - 10/15 TO 10/31/2022 | 1,319.97 |
| 37348 | 11/28/2022 | KATS | REIMB TO KATS FOR TRAFFIC TECH SERVICES | 700.00 |
| 37349 | 11/28/2022 | MULDER WATERPROOFING & SEALANT | INSTALLATION OF ELASTOMERIC COATING - DPW | 12,700.00 |
| 37350 | 11/28/2022 | OVERHEAD DOOR COMPANY OF KALAM | ADA DOORS @ CITY HALL | 5,372.00 |
| 37351 | 11/28/2022 | PRECISION TREE CARE | STUMP REMOVAL & CLEAN X9 | 2,255.00 |
| 37352 | 11/28/2022 | REHMANN ROBSON | GASB REPORTING THRU 06/30/2022 | 1,500.00 |
| 37353 | 11/28/2022 | SHERRIFF-GOSLIN COMPANY | ROOFING SERVICE - WATER PLANT | 2,210.00 |

Planning Commission Meeting Minutes
October 26, 2022

1. **Call to Order at 6:03pm**
2. **Roll Call** – Chairperson DeBoer, Commissioners Lyon-Jenness, Tecca, and Bliesener, City Manager Stoddard, and ZA Harvey.
 - Motion to excuse Sara Dean by DeBoer, support by Bliesener – All ayes, motion carried.
3. **Approval of Minutes – September 28, 2022**
 - Lyon-Jenness asked about page 2, #1 of the minutes – A provision that gives the PC the ability to accept maximum created parking standards for flexibility. She asked, does that give latitude to the PC? Harvey stated that it would.
 - Motion by Tecca to accept the minutes, support by Bliesener - All ayes
4. **Citizen Comments**
 - No comments
5. **Old Business**
 - A. Work Plan Item #3: Zoning Ordinance Amendments – Riverfront
 - Review Revised Riverfront property Map
 - DeBoer stated that the PC had looked at a map previously.
 - Harvey reported that she just received the map that day. She has been working with the County to make corrections. The County did not have the correct zoning map for the City of Parchment. The County was using a general map. She sent the recent zoning map to them to match the existing zoning. For the most part the map matches now with only a few small spots that don't quite match.
 - Harvey stated that the County's goal was to implement a new server. The County said that they were behind with the implementation and that it was not coming easily due to the all the retirements and COVID. They would like to get maps for all the municipalities.
 - The mill Planned Unit Development (PUD) was not outlined originally but now is a yellow dotted boundary according to Harvey.
 - Per Harvey, when the PC saw the map initially, they liked it all but needed land use data and the PUD to be included on it. The County fixed the PUD portion but not the land use information. The land use should be a column in the maps chart. Harvey will make sure that it gets added to the map if the PC wants it put on the map. It is just needed for the 21 riverfront parcels. The PC may have to generate that land use themselves.
 - Harvey stated that the County put property classification in the chart to the right (residential, commercial, industrial)

- Harvey said as a result of the PC's conversation, she looked at the current zoning map but does not see it on there. If there are no special parking districts, then the PC will have to establish them and update the zoning map.
- Tecca asked Harvey to explain what is a Special Parking District?
- Harvey stated Section 12.11 has provisions that allow for property owners to use property within the district to meet their parking requirements (parking ramps, street parking, lots, etc.).
- Tecca asked that if a facility was too far from the alternate parking then it could not help the business?
- Harvey said that the City of Parchment's version of the public parking was designated in the business district. She said that there is not a lot of familiarity with a Special Parking District.
- Tecca asked if #15 was necessary and how likely would this come up?
- Harvey stated that businesses demonstrate why it is ok to have fewer parking spaces. Section 12.11 allows businesses to use different angles to fulfil requirements. Businesses may say we only need 15 spaces and have 10 on site but because the business is within the special parking district, they do not need to add more spaces. Section 15 reduces the amount that is required. The use of Section 12.11 is used as a way to meet the standards. It may have been added later but did not get off the ground; the City Manager will check with the City's attorney.
- Tecca stated that the City Hall parking lot is the only public lot in Parchment.
- Bliesener commented that this provision is for new development even though it doesn't apply now, it could into the future.
- DeBoer mentioned the former Bellisle Building lot that could be a potential parking lot. He asked for more research into this.

6. New Business

A. WP Item #4: Zoning Ordinance Amendments – Supplemental Standards (4th bullet point on Work Plan)

- Harvey stated that the last bullet point in the Work Plan allows for solar power generation on rooftops. Looking at other language from other communities, the PC needs to know what is and isn't allowed.
- Harvey continues – Assuming language is about solar panels, the PC may want solar panels in general in the City of Parchment. Residential and Non-residential, Industrial vs. Commercial use within the community (Accessory use). Different standards are provided about solar panels. Each Community has different attitudes about them. Some may like reduced regulations or they may not like free standing, seen from road models, etc. Others may not mind seeing them. The PC may look at language and take things out if not wanted (free standing, attached to buildings, roof or wall attachment, side wall, rear wall, seen or not seen, etc.) The PC may not want to allow them on small lots.

- Tecca stated that he would like to forego the December meeting for the holidays. The other PC members agreed.
- DeBoer talked about the future land use map that is lacking in the Master Plan.
- Harvey said that Adams should be contacted for that future land use map so that it could be included with the Master Plan. City Manager Stoddard said that she would contact him.
- DeBoer reiterated that there would not be a December 2022 meeting.

7. **Next Meeting** – The next meeting will be on Wednesday, November 30, 2022 at 6pm.

8. **Adjournment** – Motion by Lyon-Jenness, supported by Tecca. All ayes. Meeting ended at 7:06pm.



2022 MONTHLY PERMITS BY JURISDICTION

MONTH OF NOVEMBER 2022

| <u>JURISDICTION</u> | <u>PERMIT CATEGORY</u> | <u># PERMITS</u> | <u>PERMIT REVENUE</u> |
|-------------------------------|------------------------|------------------|-----------------------|
| COMSTOCK | BUILDING | 10 | \$ 7,426 |
| COMSTOCK | ELECTRICAL | 12 | \$ 2,108 |
| COMSTOCK | MECHANICAL | 10 | \$ 5,773 |
| COMSTOCK | PLUMBING | 3 | \$ 315 |
| COMSTOCK | SPECIAL - JURISDICTION | 1 | \$ 100 |
| COMSTOCK | SPECIAL - HOMEOWNER | 1 | \$ 55 |
| TOTAL COMSTOCK | | 37 | \$ 15,777 |
| KALAMAZOO | BUILDING | 17 | \$ 2,983 |
| KALAMAZOO | ELECTRICAL | 15 | \$ 2,696 |
| KALAMAZOO | MECHANICAL | 20 | \$ 2,826 |
| KALAMAZOO | PLUMBING | 12 | \$ 1,571 |
| KALAMAZOO | SPECIAL - JURISDICTION | 4 | \$ 400 |
| KALAMAZOO | SPECIAL - HOMEOWNER | 3 | \$ 165 |
| TOTAL KALAMAZOO | | 71 | \$ 10,641 |
| PARCHMENT | BUILDING | 1 | \$ 104 |
| PARCHMENT | ELECTRICAL | 2 | \$ 374 |
| PARCHMENT | MECHANICAL | - | \$ - |
| PARCHMENT | PLUMBING | - | \$ - |
| PARCHMENT | SPECIAL - JURISDICTION | - | \$ - |
| PARCHMENT | SPECIAL - HOMEOWNER | - | \$ - |
| TOTAL PARCHMENT | | 3 | \$ 478 |
| PINE GROVE | BUILDING | 3 | \$ 598 |
| PINE GROVE | ELECTRICAL | 7 | \$ 993 |
| PINE GROVE | MECHANICAL | 11 | \$ 1,795 |
| PINE GROVE | PLUMBING | 1 | \$ 236 |
| PINE GROVE | SPECIAL - JURISDICTION | - | \$ - |
| PINE GROVE | SPECIAL - HOMEOWNER | - | \$ - |
| TOTAL PINE GROVE | | 22 | \$ 3,622 |
| RICHLAND | BUILDING | 11 | \$ 7,678 |
| RICHLAND | ELECTRICAL | 13 | \$ 2,755 |
| RICHLAND | MECHANICAL | 18 | \$ 3,466 |
| RICHLAND | PLUMBING | 11 | \$ 2,708 |
| RICHLAND | SPECIAL - JURISDICTION | - | \$ - |
| RICHLAND | SPECIAL - HOMEOWNER | - | \$ - |
| TOTAL RICHLAND | | 53 | \$ 16,607 |
| RICHLAND VILLAGE | BUILDING | - | \$ - |
| RICHLAND VILLAGE | ELECTRICAL | - | \$ - |
| RICHLAND VILLAGE | MECHANICAL | 2 | \$ 236 |
| RICHLAND VILLAGE | PLUMBING | - | \$ - |
| RICHLAND VILLAGE | SPECIAL - JURISDICTION | - | \$ - |
| RICHLAND VILLAGE | SPECIAL - HOMEOWNER | - | \$ - |
| TOTAL RICHLAND VILLAGE | | 2 | \$ 236 |
| TOTAL | | 188 | \$ 47,361 |

| REVENUE | REVENUE |
|------------------|-------------------|
| NOVEMBER 2021 | % PREV YEAR MONTH |
| \$ 42,728 | 110.8% |

| PERMITS | PERMITS |
|---------------|--------------|
| NOVEMBER 2021 | % 2021 - YTD |
| 203 | 93% |



2022 MONTHLY PERMITS BY JURISDICTION

YEAR TO DATE AS OF: NOVEMBER 2022

| JURISDICTION | PERMIT CATEGORY | # PERMITS | PERMIT REVENUE |
|-------------------------------|------------------------|-------------|-------------------|
| COMSTOCK | BUILDING | 147 | \$ 192,758 |
| COMSTOCK | ELECTRICAL | 189 | \$ 41,724 |
| COMSTOCK | MECHANICAL | 166 | \$ 47,499 |
| COMSTOCK | PLUMBING | 61 | \$ 10,145 |
| COMSTOCK | SPECIAL - JURISDICTION | 21 | \$ 2,100 |
| COMSTOCK | SPECIAL - HOMEOWNER | 9 | \$ 495 |
| TOTAL COMSTOCK | | 593 | \$ 294,721 |
| KALAMAZOO | BUILDING | 167 | \$ 31,719 |
| KALAMAZOO | ELECTRICAL | 210 | \$ 34,799 |
| KALAMAZOO | MECHANICAL | 270 | \$ 42,205 |
| KALAMAZOO | PLUMBING | 110 | \$ 15,110 |
| KALAMAZOO | SPECIAL - JURISDICTION | 56 | \$ 5,600 |
| KALAMAZOO | SPECIAL - HOMEOWNER | 7 | \$ 385 |
| TOTAL KALAMAZOO | | 820 | \$ 129,818 |
| PARCHMENT | BUILDING | 15 | \$ 2,145 |
| PARCHMENT | ELECTRICAL | 24 | \$ 3,332 |
| PARCHMENT | MECHANICAL | 22 | \$ 2,814 |
| PARCHMENT | PLUMBING | 6 | \$ 804 |
| PARCHMENT | SPECIAL - JURISDICTION | 9 | \$ 900 |
| PARCHMENT | SPECIAL - HOMEOWNER | 1 | \$ 55 |
| TOTAL PARCHMENT | | 77 | \$ 10,050 |
| PINE GROVE | BUILDING | 39 | \$ 18,804 |
| PINE GROVE | ELECTRICAL | 68 | \$ 10,851 |
| PINE GROVE | MECHANICAL | 73 | \$ 11,848 |
| PINE GROVE | PLUMBING | 17 | \$ 3,773 |
| PINE GROVE | SPECIAL - JURISDICTION | 1 | \$ 100 |
| PINE GROVE | SPECIAL - HOMEOWNER | 0 | \$ - |
| TOTAL PINE GROVE | | 198 | \$ 45,376 |
| RICHLAND | BUILDING | 135 | \$ 85,280 |
| RICHLAND | ELECTRICAL | 154 | \$ 35,272 |
| RICHLAND | MECHANICAL | 183 | \$ 38,514 |
| RICHLAND | PLUMBING | 105 | \$ 21,377 |
| RICHLAND | SPECIAL - JURISDICTION | 4 | \$ 400 |
| RICHLAND | SPECIAL - HOMEOWNER | 3 | \$ 165 |
| TOTAL RICHLAND | | 584 | \$ 181,008 |
| RICHLAND VILLAGE | BUILDING | 13 | \$ 2,425 |
| RICHLAND VILLAGE | ELECTRICAL | 10 | \$ 1,313 |
| RICHLAND VILLAGE | MECHANICAL | 20 | \$ 2,703 |
| RICHLAND VILLAGE | PLUMBING | 5 | \$ 620 |
| RICHLAND VILLAGE | SPECIAL - JURISDICTION | 0 | \$ - |
| RICHLAND VILLAGE | SPECIAL - HOMEOWNER | 0 | \$ - |
| TOTAL RICHLAND VILLAGE | | 48 | \$ 7,061 |
| TOTAL KABA | YTD | 2320 | 668,034.70 |

| REVENUE | REVENUE |
|---------------------|--------------|
| YTD - NOVEMBER 2021 | % 2021 - YTD |
| \$ 587,521 | 113.7% |

| REVENUE |
|-------------------|
| % 2022 YTD BUDGET |
| 1.17% |

| PERMITS | PERMITS |
|---------------------|--------------|
| YTD - NOVEMBER 2021 | % 2021 - YTD |
| 2221 | 104.5% |

| 2022 MONTHLY CUMULATIVE TOTALS | | | |
|--------------------------------|---------|---------|------|
| # PERMITS | REVENUE | | |
| 176 | \$ | 45,738 | JAN |
| 190 | \$ | 49,367 | FEB |
| 217 | \$ | 52,589 | MAR |
| 201 | \$ | 77,431 | APR |
| 219 | \$ | 51,760 | MAY |
| 267 | \$ | 154,211 | JUN |
| 224 | \$ | 49,359 | JUL |
| 224 | \$ | 49,359 | AUG |
| 212 | \$ | 53,813 | SEP |
| 202 | \$ | 37,047 | OCT |
| 188 | \$ | 47,361 | NOV |
| - | \$ | - | DEC |
| 2,320 | \$ | 668,035 | 2022 |

Permit List

12/01/2022

Building

| Permit # | Job Address | Parcel Number | Owner | Contractor | Issue Date | Fee Total | Const. Value |
|-------------|--------------|---------------|-------------|------------|------------|-----------|--------------|
| PB22-18-515 | 1730 E G AVE | 06-02-201-050 | PFOST KEVIN | | 11/01/2022 | \$104.00 | \$14,880 |

Work Description: COMPLETION OF INTERIOR OF DETACHED ACCESSORY STRUCTURE WITH INSULATION AND DRYWALL THAT WAS ONCTRUCTED UNDER PERMIT PB22-18-374

Total Permits For Type: 1

Total Fees For Type: \$104.00

Total Const. Value For Type: \$14,880

Report Summary

Population: All Records
GovernmentUnitList.UnitCode = 18 AND
Permit.PermitType = Building AND
Permit.Status = ISSUED AND
Permit.DateIssued Between 11/1/2022 12:00:00 AM AND 11/30/2022 11:59:59 PM AND
Permit.BasicUsage = Residential

Grand Total Fees: \$104.00

Grand Total Permits: 1

Grand Total Const. Value: \$14,880



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

November 29, 2022

Dear HHW Center Contract Partner:

Please find attached the contract for services for the 2023 calendar year. When making allotments for 2023, please consider the following items as costs have significantly changed:

1. ERG Environmental Services is the contractor for chemical recycling/disposal. They have been a proven contractor for many years. Costs increased from \$0.64/pound to \$0.76/pound. In addition, several economic impacts to the industry including surges in fuel costs requires that a 6% Energy & Insurance Recovery (EIR) surcharge be assessed with the option to raise or lower the percentage during the contract period based on demonstrated economic factors that may be encountered. ERG will still supply cubic yard boxes, drums, labels and pallets at no cost.
2. Valley City is the contractor for recycling electronics. These fees are the same for 2023. Valley City will pay \$0.03 per pound for central processing units, laptops and notebooks. There is no charge for non-CRT televisions/monitors or printers. Valley City will supply cubic yard boxes and pallets at no cost and there are no driver or fuel fees.

Miscellaneous electronics (answering machines, CD players/CD's, copiers, electric typewriters, fax machines, hard drives, mobile phones, digital items, etc.) will be charged at a rate of \$0.05 per pound; CRT containing devices will be charged at a rate of \$0.20 per pound; and projection televisions at a rate of \$0.25 per pound.

3. The household equivalent fee used to calculate operational costs has increased from \$12.00 to \$15.00. It is anticipated that this will continue to increase over the next three years until the operational cost reaches a 50% cost share between municipalities and the County. The 20% cost share is no longer sustainable.
4. Operational costs will be billed out in January (upon approval of contract).
5. We highly recommend an increase in your 2023 allotment to prevent running out of funds later in the year. Remember, the County does not actually hold any of the allotment. We ask that you **do not** send a check until you receive an invoice. If there is unused funding at the end of 2023, that money remains with your municipality.
6. Please enter your allotment for disposal costs in the **green** box. The **blue** box should be the total of the operating costs PLUS the disposal costs you entered in the **green** box.

We look forward to another successful year of collections and working with your municipality toward the common goal of groundwater protection and landfill use reduction.

HEALTH AND COMMUNITY SERVICES DEPARTMENT
Environmental Health Unit - Household Hazardous Waste
1301 Lamont Avenue | Kalamazoo, MI 49048
Phone: 269.373.5211 | www.kalcounty.com/hww

**AMENDMENT #2 TO THE AGREEMENT
BETWEEN THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND IT'S ENVIRONMENTAL HEALTH DIVISION/HOUSEHOLD HAZARDOUS
WASTE PROGRAM
201 W. KALAMAZOO AVE., KALAMAZOO, MI 49007
AND
PARCHMENT CITY
650 SOUTH RIVERVIEW DRIVE, PARCHMENT, MI 49004**

The County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department's Environmental Health Division/Household Hazardous Waste Program, (hereinafter referred to as the "County"), and Parchment City, 650 South Riverview Drive, Parchment, MI 49004, (hereinafter referred to as the "Municipality") having previously entered into an AGREEMENT dated April 1, 2021, for the purpose of providing household hazardous waste disposal services; said AGREEMENT being for the period January 1, 2021 through December 31, 2021; do now hereby approve and agree to amend the existing AGREEMENT as follows:

a. Section C. FINANCIAL REQUIREMENTS.

1. Under the terms of this Agreement, the Municipality will provide funding for Operational Costs which will be billed in January and Disposal Costs which will be billed monthly. The total of the Municipality contract will be the combined monetary amounts of #3 below (Operational Costs calculated by the County) **PLUS** #4 below (provided by the Municipality).
2. Operational Costs are non-refundable regardless of actual participation at the HHW Center and shall be paid in full within forty-five (45) days of receipt of County Finance invoice.
3. Operational costs = the number of household equivalents in 2021 x \$15.00. For your Municipality, this equals \$1,125.00 (entered by County).
4. Disposal cost is based upon the participation rate of the Municipality and disposal costs from all contractors each month. It is up to the Municipality to budget disposal costs for 12 months. It is highly recommended that this is increased from the previous year. The total the Municipality is budgeting for 12 months is
\$ (MUNICIPALITY FILL IN DISPOSAL AMOUNT)
\$ (MUNICIPALITY FILL IN TOTAL CONTRACT AMOUNT = #3 + #4).
5. The County will provide an itemized quarterly report to show the rate of participation and the materials disposed.
6. County Finance will provide a monthly disposal cost invoice.
7. If the Municipality would like to utilize the HHW Center to dispose of hazardous waste

generated at the Municipality offices, they may do so through the small business program.

8. If a Municipality is notified that funding for disposal costs is running out during the year, the County reserves the right to charge residents at the door.

b. Section M. PERIOD OF AGREEMENT.

The term of this Agreement shall be from January 1, 2023 through December 31, 2023, unless terminated earlier as provided.

c. Section P. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency.

FOR THE MUNICIPALITY

Printed or Typed Name Title

Signature Date

FOR THE COUNTY OF KALAMAZOO

Printed or Typed Name Title

Signature Date

Approved as to form for **KALAMAZOO COUNTY GOVERNMENT CORPORATION COUNSEL**
By: Angelina M. Barnes
Date: 11/23/22

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

The forms shall meet the following requirements:

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

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

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

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

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

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

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 City of Parchment, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan I, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

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

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

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

V. Term

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

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

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

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

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

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount ___%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2% 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)

City of Parchment:

650 S. RIVERVIEW DR
PARCHMENT, MI 49004
Attn: CLERK
Fax No.: 269 345-5441

If to the Provider:
(must provide street address)

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

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

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

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

XVI. Miscellaneous

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

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

City of Parchment, a Michigan Municipal Corporation

Comcast of Michigan I, LLC, a Delaware Limited Liability Company doing business as Comcast

By SHANNON STUTZ
Print Name
CLERK
Title
650 S. RIVERVIEW DR.
Address
PARCHMENT, MI 49004
City, State, Zip
269-349-3785
Phone
269-345-5441
Fax
CLERK@PARCHMENT.ORG
Email

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

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

| |
|------------------------------|
| Date submitted: |
| Date completed and approved: |

date received

date approved

ATTACHMENT 1

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

| | | |
|--|-----------|---------------------|
| Date: November 22, 2022 | | |
| Applicant's Name: Comcast of Michigan I, LLC | | |
| Address 1: 41112 Concept Dr. | | |
| Address 2 | | Phone: 248-233-4700 |
| City: Plymouth | State: MI | Zip: 48170 |
| Federal I.D. No. (FEIN): 84-1039884 | | |

Company executive officers:

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

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

| | | |
|--|-------------------|-----------------------------------|
| Name: Jeffrey Snyder | | |
| Title: Manager, External Affairs | | |
| Address: 5300 Patterson Ave. Suite 230, Grand Rapids, MI 49512 | | |
| Phone: 616-560-1922 | Fax: 517-657-3743 | Email: Jeffrey_Snyder@comcast.com |

| | | |
|--|------|---|
| Name: Matt Kelley | | |
| Title: Director, Government Affairs | | |
| Address: 720 Taylor St, Fort Wayne, IN 46802 | | |
| Phone: 317-771-2104 | Fax: | Email: Matthew_Kelley@cable.comcast.com |

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

Comcast intends to serve, in accordance with the standards set forth in PA 480 of 2006, the present territorial corporate limits of the City and any area henceforth annexed to or otherwise added to the City during the term of this franchise.

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

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

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


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

Date:

For All Applications:

**Verification
(Provider)**

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

| | |
|--|-------------------------|
| Name and Title (printed): Craig D'Agostini, Vice President of Government & Regulatory Affairs | |
| Signature:  | Date: November 23, 2022 |

(Franchising Entity)

City of Parchment, a Michigan municipal corporation

By

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

Date _____



BUY AND SELL AGREEMENT FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY

03

Office of Ted Vliek REALTOR, BROKER, Portage (city), Michigan Phone: 269-720-4462 Fax: MW Offer Date: 10-10-22 12:5-22 (time)

- 1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the City of Parchment, Kalamazoo County, Michigan, commonly known as South 45,000 sq feet of old paper mill shown on attached exhibit

Permanent Parcel Number unknown and legally described as follows:

(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

- 3. Purchase Price. The purchase price for the Premises is: One dollar Dollars (\$1.00). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. Payment of Purchase Price and Financing. Complete subparagraph "A" and subparagraph "B".

- A. Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").
X Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.
Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS Land Contract form...
B. Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").
X No Financing Contingency. Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
Financing Contingency. Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer...

- 5. Survey (select one of the following):
A new survey:
ALTA showing all easements of record, improvements, and encroachments, if any, and completed to the most current ALTA/ACMS minimum requirements; or
boundary survey with iron corner stakes and with all easements of record, improvements, and encroachments (if any);
A recertified survey;
X An existing survey (if available)
shall be provided by Buyer X Seller as soon as possible after the later to occur of (i) the title insurance commitment reference in this Agreement is delivered to the party responsible for the survey; and (ii) Buyer's right to terminate under this Agreement is waived or deemed to have been waived. If Seller fails to provide the new or recertified survey as required by this paragraph, the Buyer may elect to order the required survey at Seller's cost. If the survey reveals a matter that materially and adversely affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall have the right to terminate this Agreement by giving Seller written notice within (30) calendar days after copies of both the survey and title commitment referenced in this Agreement are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Buyer's Initials Seller's Initials

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall have the right to terminate this Agreement by giving Seller written notice within 30 calendar days after copies of both the title commitment and survey referenced in this Agreement above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. A matter disclosed in the title commitment that is in the form of an encumbrance that is liquidated in amount and that can be readily discharged (such as a mortgage) shall not be grounds for termination of this Agreement by Buyer under this paragraph so long as Seller discharges such encumbrance at the closing. Other:

7. **Inspections.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections are not acceptable to Buyer by giving Seller written notice within None calendar days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

Sale is subject to buyers obtaining permits for renovation to "cold storage" and that these permits do not require excessive expense in renovation (i.e, bathrooms, sprinklers, elevators etc.) It is the buyers intention to secure the space and use it for general storage

8. **Closing Adjustments.** The following adjustments shall be made between the parties as of the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- a. Prepaid rent;
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Charges for any transferable service contracts assigned to Buyer described in Exhibit C;
- d. Utility deposits;
- e. Security deposits;
- f. Additional Rent (as defined below).

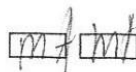
If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rent"), and such amounts shall be allocated between the parties pursuant to the terms of the applicable leases. If any Additional Rent is collected by Buyer after closing which is attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

- No Proration:
- Buyer Seller shall pay the taxes billed in July.
- Buyer Seller shall pay the taxes billed in December.
- Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, it shall be calculated using the taxable value and the current millage rate assigned to the Premises as of the day of closing.

10. **Special Assessments (choose one):**

- Seller shall pay all special assessments which have become a lien on the Premises prior to the Effective Date, whether due in installments or otherwise.
- Seller shall pay all special assessments which have become a lien on the Premises prior to the Effective Date, provide, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- Other:



Buyer's Initials

Seller's Initials

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) 1 division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Real Estate. Other:

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
 - There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
 - In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.
 - Other:

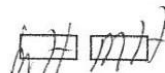
13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
- There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Premises, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Premises.
- Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- If a statement(s) of income and expense with respect to the operation of the Premises is (are) described in Exhibit A, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in Exhibit B:
 - All of the leases are in full force and effect, no party thereto is in material default there under, and none of them have been modified, amended, or extended;
 - No renewal or extension options have been granted to tenants;
 - No tenant has an option to purchase the Premises;
 - The rents set forth are being collected on a current basis and there are no arrearages or advance payments in excess of one month;
 - There are no security deposits, and
 - No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
- If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit C, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
- The Premises will be in compliance with any applicable smoke detector ordinances as of the closing date.
- With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- Seller is without personal knowledge as to the presence on the Premises of any toxic or hazardous substances or of any underground storage tanks.
- Other:

Buyer may not be forced by the City to do demolition or be involved in any environmental issues outside of the ~~100,000~~ sq ft purchased

45,000 MHA

14. **Damage to Premises.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.



Buyer's Initials

Seller's Initials

MCA

Jan 3 2023
~~Nov 30, 2022~~

15. **Closing.** The closing shall be held on or before Nov 30, 2022 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of 30 days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.
16. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
 - a. The warranty deed, land contract or assignment of land contract required by this Agreement.
 - b. A bill of sale for any Personal Property (described in Exhibit "D").
 - c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - g. Payment of the County and State real estate transfer tax.
 - h. Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
 - a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - c. Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Earnest Money.** Buyer gives Ted Vliek, Broker, 20 days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller.
 Buyer shall deposit \$ payment in full with _____, Escrow Agent, [insert name of Broker, Title Company or other] with this offer or within _____ after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.
21. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
22. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Brokers(s) by a credit reporting agency.
23. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
24. **Attorney's Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
25. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, Buyer Seller agrees to pay a brokerage fee of No brokerage fee. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Other:

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

m *AV*

Buyer's Initials

Seller's Initials

25. Environmental.

A. Notice to buyers and sellers (environmental risks).

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. Environmental reports and assessments.

- (1) Within 1 calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of 30 calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of 30 calendar days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. Nondisclosure.

If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP").

d. Other:

Seller agrees to allow buyer to "clean up" around to Mill site on property still owned by the City, remove concrete debris and clutter from falling buildings and deposits made by others on the site over the years. Buyer would do this accepting all liability issues from their actions and would include this under their corporate liability policies. Should the buyer demo any existing structures that would require permits the buyer will get those permits at their expense. City will grant the buyer a one year option on the balance of the property owned by the city for a purchase price of one dollar. Should the buyer not enter into their option to purchase at the end of the option they expect no repayment for their funds spent for clean up. (they will try for some type of tax donation but will expect no funds from the City of Parchment)

27. Other Provisions:

Buyer reserves the right to assign this contract to an entity to be formed

Buyer may extend option period additional 6 months
if significant improvements are being made to site

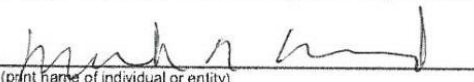
28. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
29. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
30. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
31. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below):

32. **Index of Exhibits.**

| Not Applicable | Attached | Seller to Furnish | Exhibit # | Subject |
|----------------|----------|-------------------|-----------|--|
| X | | | A | Income and expense with respect to the operation of the Premises |
| X | | | B | Written leases and any tenancies not arising out of written leases |
| X | | | C | Service Contracts |
| X | | | D | List of personal Property |
| | | | | |
| | | | | |

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within _____ calendar days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived.

33. **By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.**

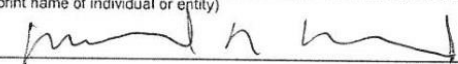
Buyer: 
(print name of individual or entity)

Signature: _____

Its: Member
(if Buyer is an entity)

Buyer's Address: _____

Buyer: Mike Howard
(print name of individual or entity)

Signature: 

Its: Member
(if Buyer is an entity)

Bus. Phone: 269 720 4462 Fax: _____

Email: tedvliekjr@gmail.com

33. **SELLER'S ACCEPTANCE**

Date: _____ Time: _____

The above offer has been accepted: as written as modified below:

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Seller's Address: _____

Bus. Phone: _____ Fax: _____

Email: _____

34. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer:

as written (with all other terms and conditions of Buyer's offer remaining unchanged); or modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _____ (time) _____ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

35. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____, Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

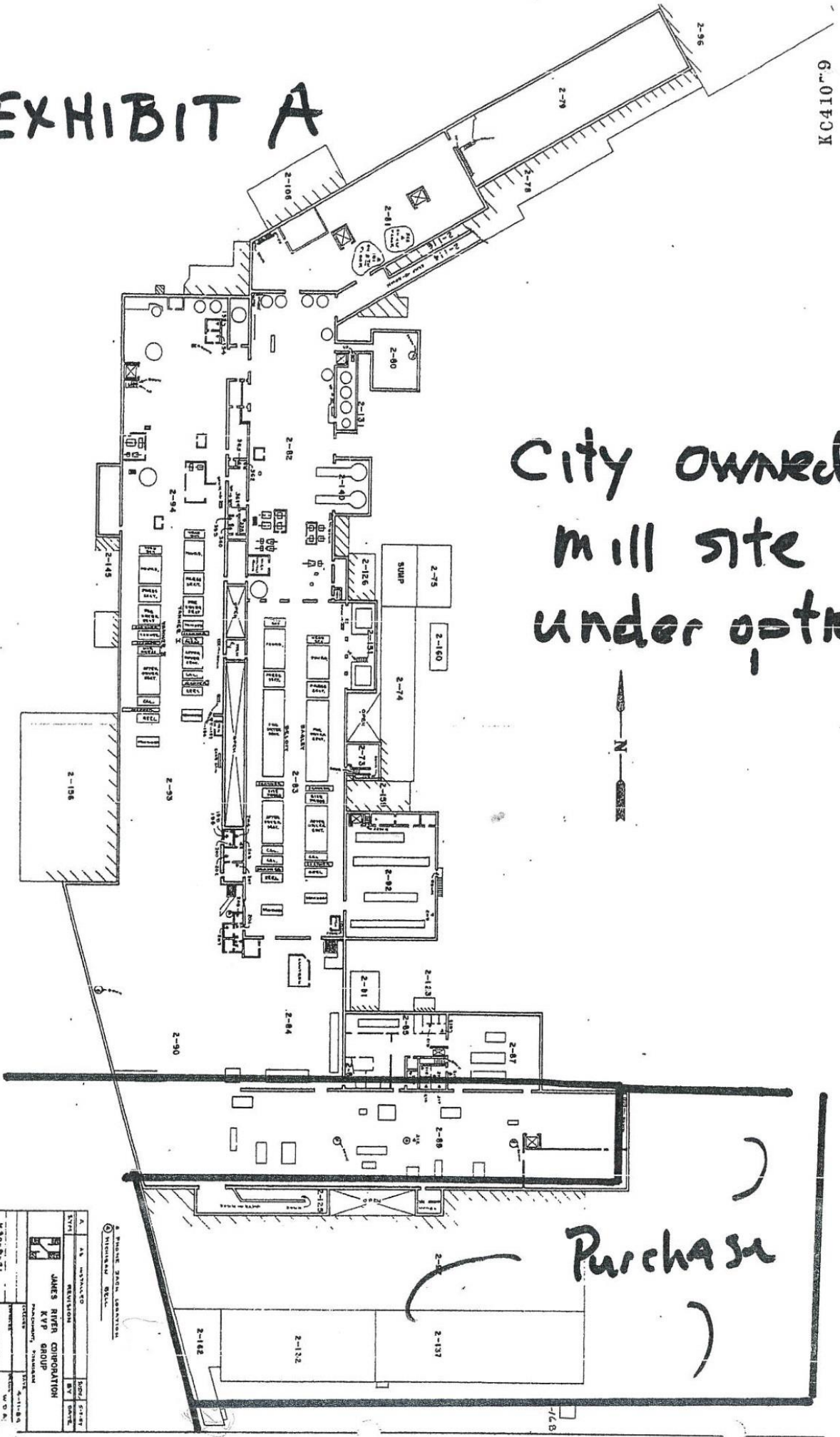
Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

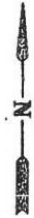
EXHIBIT A

KC41079



L.C. HOWARD

City owned
mill site
under option



Purchase

| | | | | | | | | | |
|---|-----|------|----|-------|---------|-----|------|----|-------|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. |
| TYPE | NO. | DATE | BY | SCALE | PROJECT | NO. | DATE | BY | SCALE |
| | | | | | | | | | |
| JAMES RIVER CORPORATION KYP GROUP Mechanical Department | | | | | | | | | |
| POWER MILLWATER LEVEL | | | | | | | | | |



ADDENDUM TO AUTHORIZED BUY AND SELL AGREEMENT OF THE 165327
GREATER KALAMAZOO ASSOCIATION OF REALTORS®



DATE NOV 25 2022, 200

THIS ADDENDUM is attached to and made a part of Buy and Sell Agreement # 03 between the undersigned parties dated 12-5-22, 2000, covering real estate located at 45,000 SQ FT South of old paper mill, see attached drawing (Address or Legal Description).

Terms/Conditions are modified as follows:

buyer and seller agree to extend any dates on the agreement to accommodate delays from the review and approval process

Buyer would like to proceed as quickly as possible but realizing there may be delays and will accommodate those delays

Except as provided above, all of the terms and conditions of the Agreement shall remain in full force and effect.

Witness/Salesperson:

Ted Urick

BUYER [Signature]

DATE 11-25-2022

BUYER _____

DATE _____

Witness/Salesperson:

SELLER _____

DATE _____

SELLER _____

DATE _____



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AERIAL PHOTOGRAPHS AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.



envirollogic
environmental consulting + services
2565 INTERSTATE PARKWAY #108
P.O. BOX 2859
P.O. (269) 342-1100 FAX (269) 342-8845

**FORMER RIVER REACH
PARTNERS, LLC PROPERTY**
100 ISLAND AVE
PARCHMENT, MI 48304
SITE PLAN

PROJECT NO.
190146
FIGURE NO.
2