COHOCTAH TOWNSHIP BOARD MEETING

July 09, 2026 at 7:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

CONSENT AGENDA

1. Minutes 06-11-2026
2. Treasurer's Report
3. Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

NEW BUSINESS

4. Comcast Franchise Renewal
5. Essential Services Ordinance
6. August Board Meeting
7. Parade Update
8. Quarterly Budget Review
9. Planning Commission Appointments

REPORTS

Zoning Board of Appeals

Planning Commission

Violations and Complaints

TOWNSHIP BOARD DISCUSSION

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - AUGUST 13, 2026

ADJOURN

COHOCTAH TOWNSHIP BOARD MEETING

June 11, 2026 at 7:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

MINUTES

CALL TO ORDER

The meeting was called to order at 7:00 pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, Mark Torigian.

AGENDA APPROVAL

Motion made by Torigian, seconded by Charette, to approve the agenda as presented. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CONSENT AGENDA

1. Minutes May 14, 2026
2. Treasurer's Report
3. Expenditures
4. Special Meeting Minutes May 26, 2026
5. Special Meeting Minutes May 28, 2026

   Motion made by Charette, seconded by Torigian, to approve the Consent Agenda with a correction of the Special Minutes date from May 26 to May 6.
   Voting Yea: Charette, Fosdick, Bock, Torigian, motion carried.

CALL TO THE PUBLIC

None

UNFINISHED BUSINESS

Road Commission

Verbal report given.

Howell Fire Authority

No report.

Hall

No report.

Cemetery

No report.

Parks and Recreation

No report.

NEW BUSINESS

6. 4th of July Parade

   Verbal report given.

7. Park Bids

REPORTS

Zoning Board of Appeals

No report.

Planning Commission

No report.

Violations and Complaints

TOWNSHIP BOARD DISCUSSION

CALL TO THE PUBLIC

None.

NEXT REGULAR MEETING DATE - JULY 9, 2026

ADJOURN

There being no further business, the meeting was adjourned at 7:24 pm.

TAMI BOCK
COHOCTAH TOWNSHIP TREASURER
10518 ANTCLIFF ROAD
FOWLERVILLE MI 48836
517-546-0655

			July 1
RECEIPTS			
	TRASH PICK UP	$	159,058.90
	BURIAL SVC	$	1,285.20
	INTEREST	$	4.10
	OTHER REV	$	23,199.94
	BARN and Hall RENTAL	$	200.00
	PARADE FUNDS	$	662.00
	LAND USE	$	200.00
	RECEIPTS TOTAL	**$**	**184,610.14**
	CASH ACCOUNT ENDING BALA	$	268,359.44
	CHOICEONE BANK	$	670,375.57
	GENERAL FUND BALANCE	$	938,735.01
	TRUST AND AGENCY BALANCE	$	7,050.00
	CAPITAL IMPROVEMENT FUNI	$	242,080.90
	ROAD FUND ENDING BALANCI	$	147,890.00
	ARPA FUND	$	75,749.69

	EXPENDITURES - JULY 2026			
	IVSCOMM INC		$ 125.00	
	BLACKROCK TECHNOLOGIES		$ 541.00	
	GRANGER		$ 26,158.00	
	CONSUMERS ENERGY		$ 564.82	
	CHASE CREDIT CARD		$ 2,732.95	
	ECONOPRINT		$ 1,820.10	
	LIVINGSTON CTY SHERIFF		$ 2,400.00	
	FOSTER SWIFT		$ 1,009.40	
	LIVINGSTON CTY PRESS		$ 72.92	
	HARTMAN SEPTIC		$ 300.00	
	SPRUNTOWN OUTDOOR SERVICES		$ 4,250.00	
	CARLISLE/WORTMAN		$ 415.00	
	LIV COUNTY MUNICIPAL CLERKS		$ 100.00	
	COHOCTAH TOWNSHIP		$ 3,000.00	
	GREEN OAK TOWNSHIP		$ 10.14	
	THE TORCH		$ 400.00	
	KARI SHADRICK		$ 100.00	
	JUDY CIESLAK		$ 600.00	
	SNIDER RECREATION		$ 24,402.00	
	BIGPDQ		$ 207.31	
	SIGNATURE SIGNS		$ 1,837.00	
	KRISTIN GRAHAM		$ 810.00	
	JEFFERY BLISS		$ 60.00	
	S BRONSBERG		$ 175.45	
	T BOCK		$ 13.05	
	B FEAR		$ 29.72	
	A KOZAK		$ 116.00	
	SUB TOTAL		**$ 72,249.86**	
	T BOCK		$ 2,484.95	
	A KOZAK		$ 443.28	
	A HODGE		$ 560.32	
	S BRONSBERG		$ 1,493.11	
	K THURNER			$ 94.20
	P CHARETTE		$ 172.93	
	L DAVENPORT		$ 249.35	
	M TORIGIAN		$ 193.93	
	M FOSDICK		$ 1,822.76	
	J BLACK		$ 214.08	
	B FEAR		$ 2,542.72	
	C GARBER		$ 2,414.67	
	T LITZ		$ 166.43	
	MERS		$ 2,554.50	
	W/H		$ 4,111.90	
	BENEPAY		$ 97.73	
	SUB TOTAL		**$ 19,522.66**	
	TOTAL GENERAL FND		**$ 91,772.52**	
	CHLORIDE SOLUTIONS		$ 2,412.29	
	ROAD FUND		**$ 2,412.29**	
	TOTAL EXPENDITURES		**$ 94,184.81**	

COMCAST

April 15, 2026

Mark Fosdick, Supervisor
Cohoctah Township
10518 N. Antcliff Road
Fowlerville, MI 48836

Subject: FRANCHISE RENEWAL

Dear Mark:

Attached please find a partially executed Uniform Video Services Local Franchise Act (UVSLFA) form from Comcast. Upon receipt, please complete two sections of the agreement as follows:

- **Page 4, Section VI. Fee, subsection A.ii:** Please provide the desired franchise fee. The maximum amount is 5%. Under your current franchise, your community is receiving 5 %.

- **Page 6, Section VIII. PEG Fees, subsection A:** If your community has a PEG channel, please insert the applicable PEG fee your community is seeking in support of that channel. For this, your community has two options:

    - *Option 1:* Your community currently has no PEG fee. If you want to add a PEG fee to customer bills, your community must have a PEG channel and must complete an ascertainment study. (To this end, you may contact me for assistance.) Otherwise, fill in 0%.

    - *Option 2:* You currently have a PEG fee of 0% . If you want to continue receiving the PEG fee, you must still have an active PEG channel. If so, fill in 0%.

Once you have completed these two items, please return the signed UVSLFA to me using the self-addressed envelope included. Thank you.

Sincerely,

Michael Marzano
Senior Director, Government & Community Affairs

cc: Ben Miller, Executive Director, Local Government Affairs, Comcast

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) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

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 Cohoctah Township, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan IV, LLC 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 _______% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**
   - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
   - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
   - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
   - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
   - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
   - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**
   - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
   - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
   - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.

iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.

vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

viii. Sales of capital assets or surplus equipment.

ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.

x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. <u>Public, Education, and Government (PEG) Channels</u>

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _---__) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is __---_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

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

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

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

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

Cohoctah Township:

____

____

____

Attn: ____________________

Fax No.: ____________________

If to the Provider:
(must provide street address)

Comcast

Attn: Regulatory Law Dept

One Comcast Center, 35th Floor

Philadelphia, PA 19103

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.*

Cohoctah Township, a Michigan Municipal Corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Comcast of Michigan IV, LLC *doing business as* Comcast

Heather R. O

By

Heather O'Neill

Print Name

VP, SLGCA

Title

One Comcast Center, 35th Floor

Address

Philadelphia, PA 19103

City, State, Zip

--

Phone

--

Fax

Heather_o'neill@comcast.com

Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

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

Date: February 23, 2026		
Applicant's Name: Comcast of Michigan IV, LLC		
Address 1: 41112 Concept Dr		
Address 2:		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 84 - 1358355		

Company executive officers:

Name(s):
Title(s):

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

Name: Michael Marzano		
Title: Senior Director, Government & Community Affairs		
Address: 1401 E. Miller Rd, Lansing, MI 48911		
Phone: 517-855-7144	Fax:	Email: Michael_Marzano@Comcast.com

Name: Ben Miller		
Title: Executive Director, Government & Community Affairs		
Address: 1401 E. Miller Rd, Lansing, MI 48911		
Phone: 517-930-6771	Fax:	Email: Ben_Miller2@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.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**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, Heather O'Neill, 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): Heather O'Neill, VP, SLGCA	
Signature:. Heather R. O	*Date: March 20, 2026*

(Franchising Entity)
Cohoctah Township, a Michigan municipal corporation

By ______________________

Print Name ______________________

Title ______________________

Address ______________________

City, State, Zip ______________________

Phone ______________________

Fax ______________________

Email ______________________

Date ______________________

Livingston County Department of Planning

Scott Barb
AICP, PEM
Planning Director

Robert A. Stanford
AICP, PEM
Principal Planner

Martha Haglund
AICP
Principal Planner

Abby Carrigan
Planning Intern

June 18, 2026

Cohoctah Township Board of Trustees
c/o Barb Fear, Township Clerk
10518 Antcliff Rd.
Fowlerville, MI 48836

Re: Z-17-26: Article 16.19 Essential Services and 13.29 Electrical Substations

Dear Board Members:

The Livingston County Planning Commission met on Wednesday, June 17 2026 and reviewed the zoning case referenced above. The County Planning Commissioners made the following recommendation:

Z-17-26 **Disapproval:** The proposed zoning ordinance has been thoroughly reviewed. The ordinance conflicts with state statute by imposing more restrictive regulations than those outlined in PA 233, Section 226(8) of 2023, particularly concerning setbacks, sound levels, and potentially others. If the intent is to regulate substations not associated with utility-scale renewable energy projects the ordinance should be revised with the understanding there is still limited local authority over 345 kV high-voltage energy projects.

Sincerely,

Martha Haglund

Martha Haglund

Enclosures

C: Jessica Buttermore, Planning Commission Chair
Steve Bronsberg, Township Zoning Administrator

Agendas, Minutes & Meeting Packets are available at:
https://milivcounty.gov/planning/commission/

Department Information

Administration Building
304 E. Grand River Ave.
Suite 206

•

Phone
(517) 546-7555
Fax (517) 552-2347

•

Web Site
Milivcounty.com/planning

ZONING/MASTER PLAN AMENDMENT FORM

Livingston County Planning Commission, 304 East Grand River, Suite 206, Howell, MI 48843-2323

LOCAL CASE NUMBER 26-01 COUNTY CASE NUMBER Z-17-26

The Cohoctah Township Planning Commission is submitting the following amendment for review and comment.

REZONING (MAP AMENDMENT) Property description and location (attach a map of the proposed amendment as required by law).

Size: ____ Property tax identifier: ____

Location: ____

Existing Zoning District is: ____ Proposed Zoning District: ____

Name of Petitioner: ____ Name of Property Owner: ____

Purpose of Change: ____

Existing Land Use: ____

ZONING ORDINANCE TEXT AMENDMENT The following Article(s) and Section(s) to be amended:

Article Number(s): 16.19 Article Name(s): Zoning Ordinance: Essential Services

Section Number(s): Section 1 Section Name(s): Essential Services

Please attach a copy of the proposed zoning ordinance changes.

PUBLIC NOTICE AND PUBLICATION SCHEDULE

Legal notice of the public hearing was published on March 20, 2026 In the Livingston County Press
(not less than 15 days before the public hearing per Michigan Zoning Enabling Act, Act 110 of 2006, MCL 125.3103)

____ Newspaper, which has general circulation in the jurisdiction. The Cohoctah Township Planning Commission held a public hearing on April 7, 2026 to hear the views of the public on the proposed amendment.

MINUTES OF PUBLIC HEARING (Please check "a" or "b" below)

a. ☑ The meeting minutes are attached.

b. ☐ The minutes of the meeting will be sent later. The case information has been sent so that the Livingston County Planning Department staff can be working on the case while the minutes are being prepared. The facts brought out at the hearing are: (use additional sheets as necessary)

MASTER PLAN

☐ Adoption of new or revised plan ☐ Amendment (Section/Chapter) ____

Note: For all master plan cases, the municipality must submit a statement signed by the Planning Commission Secretary stating that all of the necessary legislative bodies have been sent notice of the public hearing and copies of the proposed language/map, along with the name and address of each, and date of submittal.

PUBLIC NOTICE AND PUBLICATION SCHEDULE

Legal notice of the public hearing was published on ____
(not less than 15 days before the public hearing per Michigan Planning Enabling Act, Act 33 of 2008, MCL 125.3843)

in the ____ Newspaper, which has general circulation in the jurisdiction.

The Cohoctah Township Planning Commission held a public hearing on ____ (date) to hear the views of the public on the proposed amendment.

MINUTES OF PUBLIC HEARING (Please check "a" or "b" below)

a. ☐ The meeting minutes are attached.

b. ☐ The minutes of the meeting will be sent later. The case information has been sent so that the Livingston County Planning Department staff can be working on the case while the minutes are being prepared. The facts brought out at the hearing are: (use additional sheets as necessary)

LOCAL JURISDICTION PLANNING COMMISSION ACTION

The recommendation of the Cohoctah Township Planning Commission, at its meeting of 7 MAY 2026 (date), was:

☑ Approval ☐ Disapproval ☐ Approval under the following conditions: (use additional sheets as necessary)

____ (Chair Signature)

LIVINGSTON COUNTY PLANNING COMMISSION ACTION

Date Received ____ Date of LCPC Meeting 6-17-~~2026~~ 26

The Commission on the above meeting date took the following action:

☐ Approval ☐ Approval with conditions stated in attachment ☑ Disapproval ☐ No action-encourage further review

____ (Chair Signature) ____ (Director Signature)

LOCAL JURISDICTION BOARD ACTION

Date of Meeting ____ The Cohoctah Township Board at a legally constituted meeting held on the above date ☐ PASSED ☐ PASSED WITH AMENDED LANGUAGE ☐ DID NOT PASS ☐ NO ACTION-ENCOURAGE FURTHER REVIEW the recommended change contained herein.

Please sign and return one completed copy of this form to the Livingston County Planning Department.

____ (Clerk)

DRAFT
LIVINGSTON COUNTY PLANNING COMMISSION
MEETING MINUTES
County Administration Building
304 E. Grand River Ave.
Howell, Michigan
June 17, 2026
6:30 p.m.

COMMISSIONERS PRESENT: Matt Ikle, Dennis Bowdoin, Bill Call, Sally Witkowski, Kevin Galbraith, Chuck Wright, Margaret Burkholder

COMMISSIONERS ABSENT: None

STAFF PRESENT: Scott Barb, Rob Stanford, Martha Haglund

OTHERS PRESENT: Bruce Powellson, Marion Township; Tim Boal, Howell Township; Kristin Dennison, Cohoctah Township; Jodi Fulton, Howell Township.

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1. CALL TO ORDER: Meeting was called to order by Planning Commissioner Ikle at 6:30 PM.

2. PLEDGE OF ALLEGIANCE

3. ROLL AND INTRODUCTION OF GUESTS

4. APPROVAL OF AGENDA:

> **Commissioner Action: IT WAS MOVED BY COMMISSIONER CALL TO APPROVE THE AGENDA DATED JUNE 17, 2026, SECONDED BY COMMISSIONER GALBRAITH.**
>
> **All in favor, Motion Passed**

5. APPROVAL OF PLANNING COMMISSION MEETING MINUTES:

Commissioner Galbraith noted the vote count on case number Z-14-26 should read 5-2 not 6-2.

> **Commissioner Action: IT WAS MOVED BY COMMISSIONER BOWDOIN TO APPROVE THE AMENDED MINUTES DATED MAY 20, 2026, SECONDED BY COMISSIONER BURKHOLDER.**
>
> **All in Favor, Motion Passed**

6. CALL TO THE PUBLIC: None

7. REZONING REVIEWS:

A. Z-16-26 OCEOLA TOWNSHIP, TEXT AMENDMENTS
SECTION 5.02: ACCESSORY BUILDINGS AND USE STANDARDS

The Oceola Township Planning Commission proposes to amend the township zoning ordinance by adding two (2) entirely new sections to Article 5: Standards for Use, listed as new subitems Section 5.02.4 (J) & (K): Accessory Buildings and Uses - Standards, which pertains to the standards for trailer coach storage and use on residential lots.

There is potential ambiguity when comparing Sections J and K. Section K authorizes limited recreational occupancy—either incidental overnight camping or seasonal use—on residential lots. Additionally, section K does not provide replacement standards defining what level of utility connection is allowed during seasonal use. As a result, the ordinance permits seasonal camping but offers no direction on how essential functions such as water supply or wastewater management should be regulated. However, overall, the framework of Sections J and K is logically organized and aligns with common zoning objectives. Therefore, approval with conditions is reasonable and will help to ensure these clarifications are incorporated.

Township Recommendation: Approval. Oceola Township Planning Commission held a public hearing regarding the proposed amendments and recommended Approval of the proposed amendments during the May 12, 2026, the Regular Planning Commission meeting. Minutes of the meeting indicate that there were no public comments regarding these amendments.

Staff Recommendation: Approval With Conditions. Specifically, the ordinance would benefit from clearly defined utility connection standards for seasonal and incidental use, explicit recognition that temporary camping accessories are permitted during active use but not during storage, and definitional language distinguishing recreational camping from residential occupancy. Together, these modifications would close the interpretive gaps and ensure enforceability without altering the fundamental intent of the amendments.

Recommended Actions Before Final Approval:

- Clarify Utility Connection Allowances for Seasonal and Incidental Use. Specify whether temporary electric cords, potable water hookups, and RV waste dump procedures are permitted during camping use.
- Clarify Allowed Ancillary Items During Active Recreational Use. Amend J(6) to specify that prohibitions apply only during storage, and allow ordinary temporary camping accessories (e.g., chairs, coolers, portable grills) during permitted camping periods.
- Add Definitions for "Living or Housekeeping Purposes" vs. "Recreational Use": This will protect enforcement consistency and reduce interpretation disputes.
- Optional: Add explicit standards for wastewater disposal during seasonal camping: Currently only J(5) applies, which prohibits discharge but does not describe expected lawful disposal (e.g., require self-contained holding tanks or off-site dumping).

Commissioner Discussion: Commissioner Burkholder inquired about the definition of 'housekeeping' that is not defined in the current ordinance. Commissioner Wright asked about the permit fee for storage of a trailer. Generators also should state a start time in the proposed amendments. Commissioner Ikle asked about extending the date to December to accommodate hunters. Commissioner Call understands the need for the $1,000 bond, but there needs to be a process included for how the bond gets returned. Commissioner Bowdoin inquired about additional guests or visiting relatives and how the amendments regulate this. Commissioner Witkowski stated the amendments tend to be restrictive and that the nuisance section should be more thorough. Commissioner Wright also commented that prohibiting advertising (referring to subitem K.3.c) could potentially impede First Amendment Rights.

Public Comments: None.

Commissioner Action: IT WAS MOVED BY COMMISSIONER BURKHOLDER SECONDED BY COMMISSIONER WRIGHT TO RECOMMEND APPROVAL WITH CONDITIONS.

All in Favor, Motion Passed: 7-0

B. Z-17-26 COHOCTAH TOWNSHIP, TEXT AMENDMENTS SECTION 1: ARTICLE 16.19 - ESSENTIAL SERVICES

The Cohoctah Township Planning Commission is proposing to amend their Zoning Ordinance to include standards and siting regulations for essential services including electrical substations. The proposed language only permits substations within the Renewable Energy Overlay. Also, the proposed ordinance uses terms such as "participating" and "non-participating" properties. These terms are associated with state statute PA 233 of 2023 regulating Utility-Scale Renewable Energy Facilities. Although it is not specifically entitled as so, it appears the proposed ordinance is seeking to regulate substations connected to utility-scale renewable energy projects.

Under Public Act 233 of 2023, provisions are established for utility-scale renewable energy projects, specifically including 50 MW of solar energy, 100 MW of wind energy, and 50 MW of battery storage. The associated electrical substations are considered part of the "Solar Energy Facility" and are subject to oversight of the Michigan Public Service Commission (MPSC). This oversight applies unless the local municipality has adopted a Compatible Renewable Energy Ordinance (CREO), which cannot be more restrictive than Section 226(8) of PA 233. This was reinforced in a recent ruling regarding the Implementation of Provisions from Public Act 233 of 2023 (COA Docket No. 373259); in which over 75 townships (including Cohoctah Township) filed lawsuit in 2024 challenging a MPSC order implementing the 2023 law moving siting of renewable energy projects to the commission. One of the determinates was that the MSPC's interpretation was correct, that a CERO cannot be more restrictive than PA 233 of 2023 Section 226(8).

Additionally, Cohoctah Township is in a legal dispute over a proposed utility-scale solar project, Headland Solar (Case No. U-22004). The case does not involve a disagreement over Cohoctah Township having a CREO. Instead, it focuses on whether the project received valid approval under PA 233 of 2023 when it was granted an Approval with Conditions by the Township Board in September 2025. On May 20, 2026, the MSPC released their response denying the motion for summary disposition for leave to appeal. The determination essentially concluded that approval with conditions was not valid, because PA 233 of 2023 only references an outright denial or approval of applications, omitting the possibility of a conditional approval. The case will continue to be litigated but it seems likely the MSPC may have oversight over the Headland project and any substations therein.

Staff did note that Section D states, "all substations associated with utility-scale renewable energy would be exempt from this ordinance," and therefore essentially voids the intent of the ordinance to regulate substations in the Renewable Energy Overlay. If the intent was to regulate substations not associated with utility-scale renewable energy projects the ordinance should be revised with the understanding there is still limited local authority over high-voltage energy projects.

It would be beneficial for the township to develop guidelines for substations that are unrelated to renewable energy projects. Local authorities have the ability to regulate aesthetic standards, including screening, landscaping, and maintenance. It would require a separate section specifically tailored for substations or essential services not associated with a utility-scale renewable energy project.

Township Planning Commission Recommendation: Approval. The Cohoctah Township Planning Commission held a public hearing on April 7, 2026. There were no public comments noted in the township minutes. The Planning Commission recommended approval at their May 07, 2026, meeting.

Staff Recommendation: Disapproval. The proposed zoning ordinance has been thoroughly reviewed. The ordinance conflicts with state statute by imposing more restrictive regulations than those outlined in PA 233, Section 226(8) of 2023, particularly concerning setbacks, sound levels, and potentially others. If the MSPC retains siting authority over the disputed Headland Solar Project this ordinance will be void. It would be more beneficial to focus efforts on what is under the local jurisdiction.

Commissioner Discussion: Commissioner Wright inquired if PA 233 were not involved if the proposed amendments could be approved or not. Commissioner Witkoski commented that the standards could still regulate substations not associated with utility-scale renewable energy projects.

Public Comments: Kristin Denniston, Cohoctah Township, spoke on her concerns over the proposed ITC substation and wants to proactively plan for future substation projects.

Commissioner Action: IT WAS MOVED BY COMMISSIONER CALL, SECONDED BY COMMISSIONER GALRAITH TO RECOMMEND DISAPPROVAL.

All in favor, Motion Passed: 6-1
NAY: WRIGHT

8. OLD BUINESS: None.

9. NEW BUSINESS: 2027-2032 Livingston County CIP Resolution for Approval: Principal Planner Stanford gave an overview of the 2027-2032 Livingston County Master Plan.

Commissioner Action: MOTION BY COMMISSIONER BOWDOIN TO APPROVE THE LIVINGSTON COUNTY 2027-2032 CAPITAL IMPROVEMENT PLAN, TO BE FORWARDED TO THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS FOR THEIR RECEIPT FILING AND USE AS NECESSARY AND APPROPRIATE, SECONDED BY COMMISSIONER BURKHOLDER.

COMMISSIONER BOWDOIN CALLED FOR A ROLL CALL VOTE.

IKLE: Yes
CALL: Yes
BOWDOIN: Yes
BURKHOLDER: Yes
GALBRAITH: Yes
WRIGHT: Yes
WITKOWSKI: Yes

All in favor, Motion Passed: 7-0

10. REPORTS

A. **PLANNING CONTRACTS WITH TOWNSHIPS:** A brief discussion regarding proposed contracts with local Townships.

B. **BROWN BAG LUNCH:** June 24, 2026, Oceola Township, Land Division Act Updates

11. COMMISSIONERS HEARD AND CALL TO THE PUBLIC:

12. ADJOURNMENT

Commissioner Action: MOTION BY COMMISSIONER CALL SECONDED BY COMMISSIONER GALBRAITH TO ADJOURN AT: 7:38 P.M.

All in Favor, Motion Passed

Resolution

Livingston County Planning Commission

TRANSMISSION
OF THE

APPROVED COUNTY 2027-2032 CAPITAL IMPROVEMENT PLAN

TO THE
LIVINGSTON COUNTY BOARD OF COMMISSIONERS

WHEREAS, a Capital Improvement Plan allows for the planning of projects over a certain period of time; and

WHEREAS, County Departments are requesting to be financed with County funds to build, renovate, or buy equipment, infrastructure or property to be used as a public asset or to benefit the public; and

WHEREAS, a capital project is defined as a project large in size, having a cost in excess of $50,000, and a useful life greater than 3 years; and

WHEREAS, the Capital Improvement Plan is prepared per a policy laid out in the Debt Management Policy, which states that the County Planning Commission, in collaboration with the County Department of Planning, will annually prepare a multi-year inventory identifying projects approved or anticipated by various County departments, which is supported by **Board Resolution #702-288**; and

WHEREAS, inasmuch as the County Planning Commission has an adopted County Master Plan, the County Planning Commission must be included in the formal review process of proposed County Department Capital Improvement Plan projects (**Michigan Planning Enabling Act, Act 33 of 2008 - MCLA 125:3831 and 125:3865-3867**); and

WHEREAS, to make informed decisions, prioritize needs, and plan for fiscal requirements it is beneficial to include Department capital project requests for the upcoming year(s) in both the Capital Improvement Plan and the annual budget process: and

WHEREAS, it is the recommendation of the County's Planning Department and County Administration that the Capital Improvement Plan process be incorporated into the annual County Budget Process and that all County Departments with requests for projects with estimated costs in excess of $50,000 participate in providing the information requested to be included in the Capital Improvement Plan; and

WHEREAS, that the Livingston County Board of Commissioners has approved that the annual Capital Improvement Planning (CIP) process be incorporated with the annual Operating Budget Process and County Departments with projects in excess of $50,000 participate in completion of the CIP.

THEREFORE BE IT RESOLVED that the Planning Commission will continue to review and transmit the Livingston County Capital Improvement Plan annually to the Livingston County Board of Commissioners to formally receive and file the report, and

BE IT FURTHER RESOLVED that the Livingston County Planning Commission herein transmits the 2027-2032 Livingston County Capital Improvement Plan to the Livingston County Board of Commissioners and requests that the Board formally receive, file, and utilize the report as appropriate and necessary.

Approved: Matt J. Ikle **Attest:** Scott Barb

Matt Ikle, Chair Scott Barb, Planning Department Director

On This Date: Wednesday, June 17, 2026

LIVINGSTON COUNTY PLANNING COMMISSION

Matt Ikle, Chair
William Call, Vice Chair
Kevin Galbraith, Secretary
Dennis Bowdoin
Margaret Burkholder
Chuck Wright
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Livingston County Department of Planning

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AICP, PEM
Planning Director

Robert A. Stanford
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Principal Planner

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Abby Carrigan
Planning Intern

MEMORANDUM

TO: Livingston County Planning Commission and the Cohoctah Township Board of Trustees

FROM: Martha Haglund, Principal Planner

DATE: June 08, 2026

SUBJECT: Z-17-26: Article 16.19 Essential Services

The Cohoctah Township Planning Commission is proposing to amend their Zoning Ordinance to include standards and siting regulations for essential services including electrical substations. The proposed language only permits substations within the Renewable Energy Overlay. Also, the proposed ordinance uses terms such as "participating" and "non-participating" properties. These terms are associated with state statute PA 233 of 2023 regulating Utility-Scale Renewable Energy Facilities. Although it is not specifically entitled as so, it appears the proposed ordinance is seeking to regulate substations connected to utility-scale renewable energy projects.

Staff reviewed the proposed amendments for accuracy and compatibility with the existing ordinance language and offers the following summary for your review. Staff comments are noted throughout.

Department Information

Administration Building
304 E. Grand River Ave.
Suite 206

(517) 546-7555
Fax (517) 552-2347

Web Site
Milivcounty.com/planning

Background

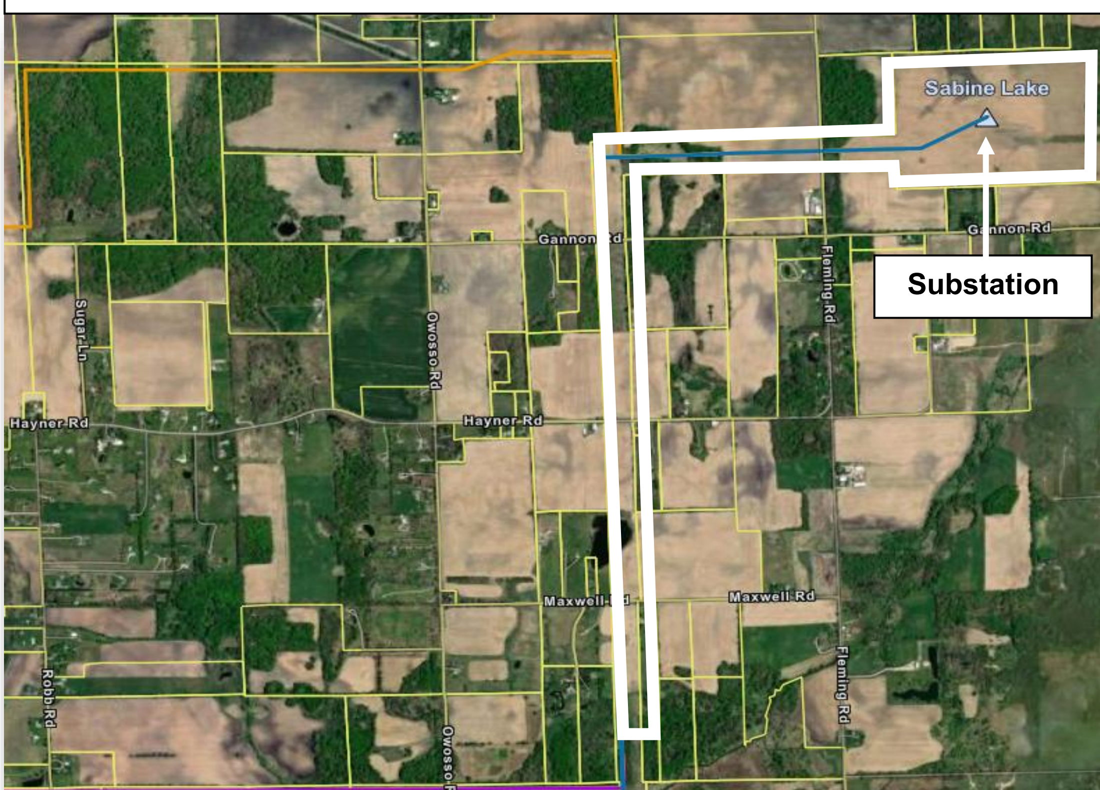
In early 2025, ITC Transmission introduced new routes to upgrade the 345 kV, high-voltage transmission lines. Included in the plans is a new substation near Sabine Lake, located off Flemming Rd. in Cohoctah Township's Renewable Energy Overlay. The proposed upgrades are likely the motivation behind the township revisiting their Essential Services Ordinance.

Under PA 30 of 1995 the Michigan Public Service Commission (MPSC) holds legal authority over routing of 345 kV, high-voltage powerlines. However, local authority can regulate substations to those lines to the extent that the development meets aesthetics standards such as screening, building appearance and landscape maintenance plan.

Under Public Act 233 of 2023, provisions are established for utility-scale renewable energy projects, specifically including 50 MW of solar energy, 100 MW of wind energy, and 50 MW of battery storage. The associated electrical substations are considered part of the "Solar Energy Facility" and are subject to oversight of the Michigan Public Service Commission (MPSC). This oversight applies unless the local municipality has adopted a Compatible Renewable Energy Ordinance (CREO), which cannot be more restrictive than Section 226(8) of PA 233. This was reinforced in a recent ruling regarding the Implementation of Provisions from Public Act 233 of 2023 (COA Docket No. 373259); in which over 75 townships (including Cohoctah Township) filed lawsuit in 2024 challenging a MPSC order implementing the 2023 law moving siting of renewable energy projects to the commission. One of the determinates was that the MSPC's interpretation was correct, that a CERO cannot be more restrictive than PA 233 of 2023 Section 226(8).

Additionally, Cohoctah Township is in a legal dispute over a proposed utility-scale solar project, Headland Solar (Case No. U-22004). The case does not involve a disagreement over Cohoctah Township having a CREO. Instead, it focuses on whether the project received valid approval under PA 233 of 2023 when it was granted an Approval with Conditions by the Township Board in September 2025. On May 20, 2026, the MSPC released their response denying the motion for summary disposition for leave to appeal. The determination essentially concluded that approval with conditions was not valid, because PA 233 of 2023 only references an outright denial or approval of applications, omitting the possibility of a conditional approval. The case will continue to be litigated but it seems likely the MSPC may have oversight over the Headland project and any substations therein.

ITC proposed routing of high-voltage lines in Cohoctah Township.



Definition from PA 233 of 2023 Solar Energy Facility: "*Solar energy facility" means a system that captures and converts solar energy into electricity, for the purpose of sale or for use in locations other than solely the solar energy facility property. Solar energy facility includes, but is not limited to, the following equipment and facilities to be constructed by an electric provider or independent power producer: photovoltaic solar panels; solar inverters; access roads; distribution, collection, and feeder lines; wires and cables; conduit; footings; foundations; towers; poles; crossarms; guy lines and anchors; substations; interconnection or switching facilities; circuit breakers and transformers; energy storage facilities; overhead and underground control; communications and radio relay systems and telecommunications equipment; utility lines and installations; generation tie lines; solar monitoring stations; and accessory equipment and structures.*

PA 233 of 2023 Section 226 (8)-Solar

(8) An energy facility meets the requirements of subsection (7)(g) if it will comply with the following standards, as applicable:

a. For a solar energy facility, all of the following:

i. The following minimum setback requirements, with setback distances measured from the nearest edge of the perimeter fencing of the facility:

Setback Description	Setback Distance
Occupied community buildings and dwellings on nonparticipating properties	300 feet from the nearest point on the outer wall
Public road right-of-way	50 feet measured from the nearest edge of a public road right-of-way
Nonparticipating parties	50 feet measured from the nearest shared property line

ii. Fencing for the solar energy facility complies with the latest version of the National Electric Code as of the effective date of the amendatory act that added this section or any applicable successor standard approved by the commission as reasonable and consistent with the purposes of this subsection.

iii. Solar panel components do not exceed a maximum height of 25 feet above ground when the arrays are at full tilt.

iv. The solar energy facility does not generate a maximum sound in excess of 55 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute.

v. The solar energy facility will implement dark sky-friendly lighting solutions.

vi. The solar energy facility will comply with any more stringent requirements adopted by the commission. Before adopting such requirements, the commission must determine that the requirements are necessary for compliance with state or federal environmental regulations.

Replace Section 16.19, Supplemental Regulations- "Essential Services" in its entirety

Sec. 16.19. - Essential services.

A. General Regulations.

1. Essential services shall include the erection, construction, alteration or maintenance by public utilities, municipal departments, or other governmental agencies of underground or overhead gas, electrical, communication, steam, or water transmission or distribution systems or collection, supply or disposal systems, including electric power stations, relay stations, switching stations, gas regulator stations, pumping stations, poles, wires, mains, drains, sewers, pipes, conduits, cables, towers, fire alarm boxes, police or other call boxes, traffic signals, hydrants and other similar facilities, equipment and accessories in connection therewith reasonably necessary for furnishing adequate service by such utilities or agencies, or for the public health or safety or general welfare; but not including offices and buildings or yards used for bulk storage, fabrication, or manufacture of materials used by such utilities or municipal departments or other governmental agencies.

2. No such building constructed as a part of an essential service shall be used for human occupancy.

3. All essential services must conform to the provisions of this Ordinance and all county, state, and federal regulations and safety requirements, including applicable building codes.

4. If an applicant, owner, or operator of an essential service fails to comply with this Ordinance, the Township, in addition to any other remedy under this Ordinance, may revoke any approvals after giving the applicant notice and an opportunity to be heard. Additionally, the Township may pursue any legal or equitable action to abate a violation and recover any and all costs, including the Township's actual attorney fees and costs.

5. The surface of land used for pipeline rights-of-way and underground equipment or structures shall be restored and maintained as near as possible to its original conditions prior to the construction of the pipeline.

6. Essential services in all districts shall meet the requirements of the SR Residential District for all buildings, structures, and areas used for offices, power generators, power transformers, electric substations and electric switching stations, storage, fabrication or manufacture of materials necessary to the provision of essential services.

7. Electrical Substations and Electrical Switching Stations must also comply with the requirements of Section 13.28. If a conflict exists between the requirements of the SR Residential District and Section 13.28, the more restrictive regulation controls.

New Section 13.28 Special Uses: is added to the Zoning Ordinance, and reads in its entirety as follows:

Sec. 13.28. Electrical Substations and Electrical Switching Stations.

Staff Comments: The following ordinance language applies only to substations in the Renewable Energy Overlay and connected to a utility-scale renewable energy project. The ordinance should be renamed to reference this.

Staff Comments: The 13.28 section number is already in use as Utility-Scale Battery Energy Storage Ordinance. The correct section number would be 13.29. The Township is aware of this and will make the modification.

Electrical substations and electrical switching stations require Special Land Use approval in accordance with Article 13 and Site Plan Review in accordance with Article 20. Electrical substations and electrical switching stations are also subject to the following requirements.

A. *Special Land Use Permit Application Requirements.* In addition to the requirements of Article 13, the applicant for an electrical substation or electrical switching station must provide the Township with all of the following:

1. The name of the applicant, any parent company, subsidiary of the parent company or any entity "doing business as" of the parent company.

2. Application fee in an amount set by resolution or fee schedule approved by the Township Board.

3. The Applicant shall deposit funds in an escrow fund with the Township. The escrow is used to cover all costs and expenses associated with the special land use and site plan review and/or approval process, which costs can include, but are not limited to, review fees of the Township Attorney, Township Planner, and Township Engineer, as well as any reports or studies which the Township anticipates will be required during the review and/or approval process for the application. The Township Board may from time to time by resolution set the initial escrow amount. At any point during the review process, the Township may require that the applicant place additional monies into escrow with the Township if the existing escrowed funds on account with the Township will be insufficient, in the determination of the Township, to cover any remaining costs or expenses with the review and/or approval process. If additional funds are required by the Township to be placed in escrow and the applicant refuses to do so within 14 days after receiving notice, the Township will cease the zoning review and/or approval process until and unless the applicant makes the required escrow deposit. Any escrow amounts in excess of actual cost will be returned to the applicant. An itemized billing of all expenses will be

provided to the applicant upon request.

4. A list of all parcel numbers that will be used by the electrical substation or electrical switching station including applicable attachments, establishing ownership of each parcel, with memoranda of all lease agreements, easements, or purchase agreements for the subject parcels. All agreements related to the use of the subject parcels and not defined as confidential under Michigan law must be recorded with the Livingston County Register of Deeds.

5. An operations agreement setting forth the operations parameters, the name and contact information of the certified operator, the applicant's inspection protocol, emergency procedures, and general safety documentation.

6. A written emergency response plan detailing the applicant's plan for responding to emergencies, including fire emergencies, and analyzing whether adequate resources exist to respond to fires and other emergencies. If adequate resources do not exist, the applicant must identify its plan for providing those resources.

7. A written description of the fire suppression system that will be installed, which must identify the manufacturer of the fire suppression system and generally describe its operations and capacity to extinguish fires.

8. Current ground and aerial photographs of the property, including both a physical and electronic copy of the photographs.

9. A written plan for maintaining the subject property, including a plan for maintaining and inspecting drain tiles and addressing stormwater management.

10. A transportation plan for construction and operation phases, including any applicable agreements with the Livingston County Road Commission and Michigan Department of Transportation.

11. An attestation that the applicant will indemnify and hold the Township, its elected and appointed officials, employees, volunteers, and agents harmless from any costs or liability arising from the approval, installation, construction, maintenance, use, repair, or removal of the electrical substation or electrical switching station. The Township shall be named as an additional insured for such indemnity.

12. A ground cover vegetation establishment and management plan that complies with this ordinance.

13. Proof of environmental compliance, including compliance with Part 31, Water

Resources Protection, of the Natural Resources and Environmental Protection Act; (MCL 324.3101 et. seq.; Part 91, Soil Erosion and Sedimentation Control (MCL 324.9101 et. seq.) and any corresponding County ordinances; Part 301, Inland Lakes and Streams, (MCL 324.30101 et. seq.); Part 303, Wetlands (MCL 324.30301 et. seq.); Part 365, Endangered Species Protection (MCL324.36501 et. seq.); and any other applicable laws and rules in force at the time the application

is considered by the Township.

14. A groundwater analysis of all parcels in the participating property.

15. Any additional information or documentation requested by the Planning Commission, Township Board, or other Township representative.

B. *Site Plan Application Requirements*.

1. *Contents of Site Plan*. In addition to the requirements in Article 20, the applicant must provide a boundary survey by a surveyor licensed in the State of Michigan of the project and a detailed site plan draft to a scale of 1” = 200 feet with the following:

   a. Location of all existing and proposed structures, equipment, electrical tie lines, transmission lines, transformers, inverters, substations, security fencing, and all other components of the electrical substation or electrical switching station within the participating property and all dwellings and/or structures within 1000 feet of the property lines of the participating property.

   b. Depiction (to scale) of all setbacks, property lines, fences, signs, greenbelts, screening, drain tiles, easements, flood plains, bodies of water, proposed access drives, and road rights of way.

   c. Plan for any land clearing and grading required for the installation and operation of the electrical substation or electrical switching station.

   d. Plan for ground cover establishment and management.

   e. Description of measures to be taken to support the flow of rainwater and/or stormwater management.

   f. Security plan detailing measures to prevent unauthorized trespass and access during the construction, operation, removal, maintenance, or repair of the electrical substation or electrical switching station.

   g. A maintenance plan, including landscaping upkeep, regular checks, and maintenance for the equipment, and decommissioning and removal. The description shall include maintenance schedules, types of maintenance to be performed, and decommissioning and removal procedures and schedules if the electrical substation or electrical switching station is decommissioned. The maintenance plan must include a plan for maintaining all setback areas.

h. Anticipated construction schedule, including timeline to completion and scope of work.

i. Sound modeling study including sound isolines extending from the sound sources to the property lines.

j. Any additional studies requested by the Planning Commission, including but not limited to the following:

   i. Visual Impact Assessment: A technical analysis by a third- party qualified professional acceptable to the Township of the visual impacts of the proposed project, including a description of the project, the existing visual landscape, and important scenic resources, plus visual simulations that show what the project will look like (including proposed landscaping and other screening measures), a description of potential project impacts, and mitigation measures that would help to reduce the visual impacts created by the project.

   ii. Environmental Analysis.

      (a) The applicant shall have a third-party qualified professional, acceptable to the Township, conduct an analysis to identify and assess any potential impacts on the natural environment including, but not limited to, wetlands and other fragile ecosystems, historical and cultural sites, and antiquities. The applicant shall take appropriate measures to minimize, eliminate, or mitigate adverse impacts identified in the analysis.

      (b) The applicant shall identify and evaluate the significance of any net effects or concerns that will remain after mitigation efforts. The applicant shall comply with applicable parts of the Michigan Natural Resources and Environmental Protection Act (Act 451 of 1994, MCL 324.101 et seq.) including but not limited to Part 31 Water Resources Protection (MCL 324.3101 et seq.), Part 91 Soil Erosion and Sedimentation Control (MCL 324.9101 et seq.), Part 301 Inland Lakes and Streams (MCL 324.30101 et seq.), Part

303 Wetlands (MCL 324.30301 et seq.), Part 323 Shoreland Protection and Management (MCL 324.32301 et seq.), Part 325 Great Lakes Submerged Lands (MCL 324.32501 et seq.), and Part 353 Sand Dunes Protection and Management (MCL 324.35301 et seq.).

(c) Wildlife Impact: A wildlife impact study, including an analysis of the impact on the properties within one mile of the project.

k. Electrical substations or electrical switching stations are not permitted on property enrolled in the Farmland and Open Space Preservation Act, being in PA 116, of 1974, now codified in Part 361 of the Natural Resources and Environmental Protection Act, PA 451 of 1974, as amended. However, a Site Plan may be approved for such property, conditioned upon relinquishment of the PA116 agreement by the Michigan Department of Agriculture and Rural Development.

l. *Conceptual Layout Plan*. Applicants may submit an optional conceptual layout plan for review prior to submission of a formal site plan. The conceptual site plan may be reviewed by the Planning Commission to allow for discussion and feedback.

m. *Approvals from Other Agencies*. Final site plan approval and building permits may be granted only after the applicant receives (1) all required federal and state approvals, and (2) approval by the local fire chief, county drain commissioner, county road commission, local airport zoning authority (if applicable), county building department, and any other federal, state or local agency having jurisdiction or authority to grant permits related to the electrical substation or electrical switching station, including NERC and FERC.

n. *Application Items as Substantive Requirements*. The information, plans, documents, and other items identified as application requirements in this ordinance, including the site plan and special land use permit, are substantive requirements for obtaining approval for an electrical substation or electrical switching station. The Planning Commission will review the sufficiency of the application materials. If the Planning Commission determines that the substance of any application item is insufficient to protect the public health, safety, and welfare, the Planning Commission may deny approval on that basis.

C. *System and Location Requirements.*

1. Electrical substations or electrical switching stations are only permitted within

the Renewable Energy Systems Overlay District.

2. Electrical substations and electrical switching stations must be set back at least 250 feet from the nearest property line of any non-participating property at the time of application. In addition, if a non-participating dwelling is within 500 feet of said setback, the setback must be increased to maintain 500 feet from said dwelling. If a single electrical substation or electrical switching station is located on more than one lot, or if the adjacent parcel is owned by the same owner as the property on which the electrical substation or electrical switching station is located, then the lot-line setbacks of this subsection do not apply to the lot lines shared by those lots. All property in the setback areas, if not farmed, shall be maintained as defined in a maintenance setback plan acceptable to the Township.

Staff Comments: The ordinance restricts placement exclusively within the renewable energy overlay with more restrictive setbacks than PA 233 of 2023. Making this unenforceable we recommend adopting setback language compatible with state statute:
-50 feet from the Right of Way
-50 feet from Property Lines
-300 feet from Dwellings on non-participating properties

3. Electrical substations and electrical switching stations must be set back at least 100 feet from the edge of any wetland, shoreline, or drain easement. The Planning Commission may increase this setback requirement up to 200 feet if the Planning Commission determines that such a setback is necessary to protect the public health, safety, and welfare.

4. The height of the electrical substation or electrical switching station and any accessory structures, and related equipment must not exceed 25 feet. Lightning rods shall not exceed 25 feet in height or the height of the substation or switching station, whatever is less, and shall not be any greater than necessary to protect the electrical substation or electrical switching station from lightning.

5. *Permits*. All required county, state, and federal permits must be obtained before final site plan approval and before the electrical substation or electrical switching station begins operating.

6. *Screening*. Greenbelt screening is required around any electrical substation or electrical switching station and around any equipment associated with the same to obscure, to the greatest extent possible, the electrical substation or electrical switching station from any adjacent residences, as described below, or as otherwise approved by the Planning Commission:

    a. The screening shall be installed to obscure the electrical substation or electrical switching station and shall contain two rows of staggered evergreen trees planted not more than twelve (12) feet apart trunk to trunk, and the two rows shall be no greater than ten (10) ft apart. The Township may consider an alternative landscape buffer as a part of the special land use approval, provided the alternative provides adequate screening. The screening shall be as near as possible to the property lines of the subject parcel(s).

The berm may be required to reduce noise levels surrounding all electrical substation or electrical switching station. The berm must be no more than 10 feet from the outermost sound-producing components, must be at least as tall as sound producing components, but not more than three feet taller than the height of the tallest sound producing component. Berms shall be engineered with drainage so they shall not adversely impact drainage on subject parcel and do not cause drainage or other water flow to neighboring parcels

b. Plantings shall be least eight (8) feet tall at time of planting and shall reach a height of ten (10) feet within three (3) growing seasons.

c. The trees may be trimmed but must maintain a height of at least eighteen (18) feet.

d. Evergreen trees shall be Norway Spruce or such alternative approved by the Township.

e. Good husbandry techniques shall be followed with respect to vegetation, including but not limited to, proper pruning, proper fertilizing, and proper mulching, so that the vegetation will reach maturity as soon as practical and will have maximum density in foliage. Dead or diseased vegetation shall be removed and must be replanted in a manner consistent with this Section at the next appropriate planting time.

f. Front, side, and rear yard screening is required if the electrical substation or electrical switching station is adjacent to a non-participating property.

7. Noise. The noise generated by the electrical substation or electrical switching station must not exceed 40 dBA Lmax, as measured at the property line of any adjacent parcel. This limit shall specifically include any standby / emergency power sources.

Staff Comments: The ordinance has more restrictive noise standards than PA 233 of 2023 that has a 55-decibel threshold. This makes the standard unenforceable we recommend adopting language compatible with state statute.

8. *Appearance.* The exterior surface of an electrical substation or electrical switching station must be generally neutral in color and substantially non-reflective of light.
9. *Agricultural Preservation and Habitat Impact*. Land clearing and clear cutting trees and other vegetation shall be limited to what is minimally necessary for installation and operation of the electrical substation or electrical switching station given the topography of the land. Topsoil distributed during preparation shall be retained on site. In addition, access drives shall be designed to minimize extent of soil disturbance, water run-off, and soil compaction.

10. *Lighting.* Lighting of the electrical substation or electrical switching station must be down facing and is limited to the minimum light necessary for safe operation. Lighting shall not be more than 15 feet taller than the maximum height of any component of the structure(s) and in no case shall lighting be taller than 50 feet. Illumination or shadows from any lighting must not extend beyond the perimeter of the lot(s) used for the electrical substation or electrical switching station, except as otherwise mandated by law.

11. *Signage*. Signage is not permitted except as required in this subsection and for purposes of posting information that may be necessary for electrical operations and the safety and welfare of the public. An information sign shall be posted and maintained at the entrance(s) listing the name, address, and phone number of the operator.
12. *Security Fencing.* Security fencing is required around all electrical equipment related to the electrical substation or electrical switching station. Appropriate warning signs must be posted at safe intervals at the entrance and around the perimeter of the electrical substation or electrical switching station. Required fencing must be at least seven feet tall and compliant with NERC and FERC regulations.

    In addition to the above limitations, an evergreen tree berm, with trees spaced not more than 12 feet apart, may be required to reduce noise levels surrounding all electrical substation or electrical switching station. The berm must be no more than 10 feet from the outermost sound-producing components, must be at least as tall as sound producing components, but not more than three feet taller than the height of the tallest sound producing component.

Staff Comments: This berm language is duplicated from 6(a).

13. *Drain Tile Inspections.* The applicant or operator must inspect all drain tile at

least once every three years by means of robotic camera, with the first inspection occurring before construction of any part of the electrical substation or electrical switching station occurs. The applicant or operator must submit proof of the inspection to the Township and Livingston County Drain Commission. Any damaged or inoperable tile shall be repaired prior to construction. After the electrical substation or electrical switching station is operational, the owner or operator must repair any damage or failure of the drain tile within 30 days after discovery and submit proof of the repair to the Township. The Township is entitled, but not required, to have a representative present at each inspection or to conduct an independent inspection. Documentation of repairs shall be submitted to the property owner, the township, and the Livingston County Drain Commission and must indicate the location, nature, and satisfactory completion of the repairs.

14. *Groundwater Analysis*. The operator of the electrical substation or electrical switching station must provide a groundwater analysis for the property(ies) annually.

15. *Access Routes*. Access drives are subject to the approval of the Livingston County Road Commission and the Township Planning Commission. Access drives must be adequately maintained for emergency vehicle use, even in winter.

16. *Construction*. Construction or maintenance of the electrical substation or electrical switching station may only occur between 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding federal holidays. Any material damages to a public road located within the Township resulting from the construction, maintenance, or operation of a electrical substation or electrical switching station shall be repaired at the applicant's expense.

17. *Insurance.* The applicant or operator will maintain property/casualty insurance and general commercial liability insurance in an amount of at least $10 million per occurrence. All insurance policies shall name the Township as an additional insured and shall be reviewed by the Township Attorney.

18. *Extraordinary Events.* If the electrical substation or electrical switching station experiences a failure, fire, leakage of hazardous materials, personal injury, or other extraordinary or catastrophic event, the applicant or operator must notify the Township within 24 hours.

19. *Transferability.* A special use permit for an electrical substation or electrical switching station is transferable to a new owner or operator. The new owner or operator must register its name and business address with the Township and must comply with this Ordinance and all approvals and conditions issued by

the Township.

20. *Lease*. If the participating property is proposed to be leased, instead of owned, by the owner or applicant of the electrical substation or electrical switching station, all subject parcels must be included in a recorded easement(s), lease(s), or consent agreement(s) specifying the applicable uses for the duration of the uses. All necessary leases, easements, or other agreements between the electrical substation or electrical switching station owners or applicant and the property owners must be in place prior to commencing construction.

21. *Site Plan Amendments*. Site plan amendments may be permitted pursuant to Article 20 of the zoning ordinance, except the following shall not be considered a minor amendment by the Planning Commission: changes of the location of structures, fencing, buildings, or ancillary equipment by 10 feet or more.

22. *Remedies.* If an applicant or operator fails to comply with this Ordinance, the Township, in addition to any other remedy under this Ordinance, may revoke the special land use permit and site plan approval after giving the applicant or operator notice and an opportunity to be heard. Additionally, the Township may pursue any legal or equitable action to abate a violation and recover any and all costs, including the Township's actual attorney fees and costs.

23. Retention Pond: Retention pond(s) shall be included on the parcel and shown on the site plan. The retention pond shall be engineered to maintain a permanent pool of water and provide adequate capacity for storm events, as determined by the Drain Commissioner or other qualified expert acceptable to the Planning Commission.

D. As long as PA 233 of 2023 is in effect, Electrical Substations and Switching Stations that are proposed as part of a solar, wind, or energy storage system that is of the requisite size to qualify for a siting certificate from the Public Service Commission are exempt from this Section to extent that this Section conflicts with the Township's applicable Compatible Renewable Energy Ordinance and is more restrictive than Section 226(8) of PA 233. It is the Township's intent to maintain the enforceability of its Compatible Renewable Energy Ordinances to the maximum extent feasible under state law.

Staff Comments: The intent of the last statement appears to be an attempt to bring the prior language into compliance with the state statute where the standards conflict but also regulate standards that Section 226(8) is silent on. Given the recent rulings it is likely the standards would be more restrictive and would therefore fall under the MSPC siting authority.

Staff Comments: It would be beneficial for the township to develop guidelines for substations that are unrelated to renewable energy projects. Local authorities have the ability to regulate aesthetic standards, including screening, landscaping, and maintenance. It would require a separate section specifically tailored for substations or essential services not associated with a utility-scale renewable energy project.

TOWNSHIP PLANNING COMMISSION RECOMMENDATION: APPROVAL. The Cohoctah Township Planning Commission held a public hearing on April 7, 2026. There were no public comments noted in the township minutes. The Planning Commission recommended approval at their May 07, 2026, meeting.

RECOMMENDATION: DISAPPROVAL. The proposed zoning ordinance has been thoroughly reviewed. The ordinance conflicts with state statute by imposing more restrictive regulations than those outlined in PA 233, Section 226(8) of 2023, particularly concerning setbacks, sound levels, and potentially others. If the MSPC retains siting authority over the disputed Headland Solar Project this ordinance will be void. It would be more beneficial to focus efforts on what is under the local jurisdiction.

Livingston County Department of Planning

LIVINGSTON COUNTY PLANNING COMMISSION MEETING
Wednesday, June 17, 2026– 6:30 p.m.
Administration Building, Board of Commissioners Chambers
304 East Grand River, Howell, MI 48843

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Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll and Introduction of Guests
4. Approval of Agenda – June 17, 2026
5. Approval of Meeting Minutes – May 20, 2026
6. Call to the Public
7. Zoning Reviews
   A. Z-16-26 Oceola Township Text Amendments, Section 5.02 Accessory Buildings and Uses Standards
   B. Z-17-26 Cohoctah Township Text Amendments, Section 1, Essential Services
8. Old Business
9. New Business: 2027-2032 Livingston County CIP Resolution for Approval
10. Reports
    A. Planning Contracts with Townships
    B. Brown Bag Lunch: June 24th @ Oceola Township on Land Division Act changes
11. Commissioners Heard and Call to the Public
12. Adjournment