

# ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES MEETING AGENDA

Monday, May 20, 2024, at 7:30 PM  
Township Office, 3792 Pontiac Trail, Ann Arbor MI 48105

To participate via video conference call - [Click here to register](#) or [Visit aatwp.org](http://Visit.aatwp.org)

## I. CALL TO ORDER, ESTABLISH QUORUM

## II. APPROVAL OF BOARD OF TRUSTEES MINUTES

- A. Regular Meeting April 15, 2024
- B. Special Meeting Open Session April 24, 2024
- C. Special Meeting Closed Session April 24, 2024
- D. Special Meeting Open Session May 13, 2024
- E. Special Meeting Closed Session May 13, 2024

III. **CITIZEN PARTICIPATION** 7:30 - 7:45 - Citizen Participation on Agenda items only. Call the Township Office for reserved time- 663-3418 - before noon on the day of the meeting. Public Comment regarding non-agenda items is at the end of the meeting.

## IV. APPROVE THE AGENDA AND CONSENT AGENDA; CONSENT AGENDA:

- A. Claims Listing 04/12/24 to 05/15/24 for \$758,420.60
- B. Approve the Annual Group Member Dues for the American Planning Association for \$725.
- C. Ratify and approve the rate of pay increase to \$40 for Building Inspector Gary Woelke.
- D. Approve Global Environmental Alliance, LLC invoice for \$2,0000.
- E. Authorize the Supervisor to sign the two Termination of Drain Tile Easement Agreements.
- F. Authorize the Supervisor to sign the 2<sup>nd</sup> Amendment of Master Deed of Beckwith.
- G. Ratify and Approve contract for arborist William Lawrence.
- H. Authorize Supervisor to sign Approval of Transfer of Control Over 123.NET to 123NET Holdings, LLC

## V. ANNEXATIONS, ORDINANCES, ZONING, RESOLUTIONS

- A. Washtenaw County Sheriff's Department – Commander Keith Flores, Director Derrick Jackson, and Lieutenant John Cratsenburg
- B. Trains Not Lanes Presentation – Robert Goodspeed, Adam Goodman, Kirk Westfall
- C. Public Hearing for the Blueberry Ln from Maple to Englave and currently paved portion of Danbury Special Assessment District (SAD)

Presentation  
Consultant Comments  
Board Questions

Public Hearing Opens  
Public Hearing Closes  
Board Comments  
Board action: Resolution

- D. Amendment to Cross Connections Code Sections 70-43 through 70-45, Second Reading - Approve Cross Connections Program
- E. Amendments to Zoning Code Chapter 74, Sections 74-2 “Definitions and Interpretation,” 74-600 “Fence Regulations,” 74-595 “Setbacks on Arterial Roads,” and 74-426 “Requirements, Scope, Uses, Exceptions”
- F. Public Hearing for Dhu Varren Road and Dhu Varren Court Special Assessment District

Presentation  
Consultant Comments  
Board Questions  
Public Hearing Opens  
Public Hearing Closes  
Board Comments  
Board action: Resolution

- G. Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act permit extension for 123.NET
- H. Approve Escrow Management Policy

## **VI. REPORTS, DISCUSSIONS**

### **A. Supervisor’s Report**

### **B. Clerk’s Report**

### **C. Treasurer’s Report**

### **D. Planning Commission Report**

- 1) **April 24, 2024 Work Session**

### **E. Committee Report**

- 1) **Farmland Open Space and Preservation Board Report**
- 2) **Utility Committee**
- 3) **Climate Resilience Committee**
- 4) **Zoning Board of Appeals**
- 5) **Public Safety Committee**
- 6) **Roads Committee**

### **F. Utilities Department Report**

**G. Public Safety Report**

- 1) **Washtenaw County Sheriff's Department**
- 2) **Fire Department – Chief Mark Nicholai**

**H. Building Department Report**

**VII. INFORMATION ONLY ITEMS**

**VIII. NON-AGENDA ITEMS**

**IX. PUBLIC COMMENT**

**X. ADJOURNMENT**

ANN ARBOR CHARTER TOWNSHIP  
BOARD OF TRUSTEES MEETING  
MINUTES OF MEETING – MONDAY, APRIL 15, 2024  
TOWNSHIP OFFICES  
3792 PONTIAC TRAIL, ANN ARBOR MI  
7:30 PM

I. CALL TO ORDER, ESTABLISH QUORUM

Supervisor O’Connell called the Ann Arbor Charter Township Board of Trustees meeting to order at 7:30 pm on April 15, 2024.

Present: Supervisor Diane O’Connell  
Clerk Rena Basch  
Trustee John Allison  
Trustee Michael Moran  
Trustee Rodney Smith

Absent: Treasurer Carlene Colvin-Garcia  
Trustee Kristine Olsson

Also Present: Township Attorney Gabis, Bodman PLC  
Comptroller Coogan, Woodhill Group  
Fire Chief Nicholai  
Utilities Director Judkins

II. APPROVAL OF BOARD OF TRUSTEES MINUTES

A. Regular Meeting March 18, 2024

MOTION by Allison, support by Smith, to amend and approve the March 18, 2024 regular meeting minutes as follows:

- P. 1, 2<sup>nd</sup> line, correct date of meeting: ~~February 19~~ **March 18**
- P. 2, under Citizen Participation, amend 3<sup>rd</sup> line, 1<sup>st</sup> sentence, to read: The ~~Planning Commission~~ **Township** . . .
- P. 4, Motion at top of page, correct 1<sup>st</sup> line of motion discussion paragraph to read: Trustee ~~Smith~~ **Moran** . . .
- P. 4, roll call vote on motion at top of page, correct vote to reflect: Smith “yes”, and Moran “no.”

Motion passed unanimously by voice vote.

B. Special Meeting Open Session April 12, 2024

MOTION by Allison, support by Basch, to approve the April 12, 2024 special meeting open session minutes as submitted.

Motion passed unanimously by voice vote.

**C. Special Meeting Closed Session April 12, 2024**

**MOTION by Allison, support by Smith, to approve the April 12, 2024 special meeting closed session minutes as submitted.**

Motion passed unanimously by voice vote.

**III. CITIZEN PARTICIPATION**

Aaron Rajda, 2420 Blueberry Lane, spoke in support of his neighbor Jim Stead's efforts to collect signatures and present a petition for a Special Assessment District for Blueberry Lane from Maple to Englave and the currently paved portion of Danbury Road, reflected under agenda item V.B.

**IV. APPROVE THE AGENDA AND CONSENT AGENDA**

**MOTION by Smith, support by Moran, to approve the Agenda and Consent Agenda as published.**

Motion passed unanimously by voice vote.

Consent Agenda:

- A. Claims Listing 03-15-24 to 4-11-24 for \$ 232,061.77
- B. Approve release for annexation of 110 Algebe Way, 0.05 acres, parcel ID I-09-36-360-006 in order to correct historical remnant of parcel bisected by US-23.
- C. Approve release for annexation of 3474 E. Huron River Dr, 1.66 acres, parcel ID I-0935-280-011 in order for owners Ian Evans and Rita Maizy to build residence and connect to City sewer.

**V. ANNEXATIONS, ORDINANCES, ZONING, RESOLUTIONS**

**A. Receive the 2023 Audit – Ken Palka, Pfeffer, Hanniford & Palka**

Ken Palka, Pfeffer, Hanniford & Palka, presented the 2023 Township Audit.

- The purpose of the April 15, 2024 Management Letter is to list any material weaknesses or deficiencies discovered during the audit. No material weaknesses were found. However, for the first time in many years, there were some deficiencies in policies and procedures:
  - Several months of fire runs that were allowed to be billed were not billed. There is not a policy or procedure in place as to who does the billing and how and when the billing occurs. The Fire Chief typically does the billing; this would more efficiently be designated to someone else.

Township Response: The Supervisor, Comptroller, and Fire Chief met with AccuMed. Policies and procedures have been put in place to correct this deficiency.

- o Several escrows showed negative balances.

Township response:

- An escrow policy is coming before the Board, including an update and review of procedures and fee schedules.
- The Utilities Director had done some collection work after receiving this report, and he did not think there were any negative escrow balances right now.

In response to comments relative to both deficiencies, Comptroller Coogan said the Township did have policies in place for fire run billing and ensuring escrow accounts did not go negative, but the policies were not written down anywhere. Staff turnover and loss of institutional knowledge had resulted in certain steps not being taken. The situation is being remedied by memorializing policies and procedures in writing.

Regarding the escrows, discussion is going on right now regarding whether the owners of escrow accounts are being charged enough. Escrow amounts have not changed in 20 years, and the Township is often put in the position of bills coming in greater than the escrow. The fee schedule is being analyzed for possible increases, and when ready, the new fee schedule will be brought before the Board. The entire situation relative to escrow accounts is being evaluated holistically.

- The April 15, 2024 letter that served as a Communication with Governance at Final, showed that:
  - o There were no difficulties encountered when performing the audit.
  - o All misstatements in the audit have been corrected, and no misstatements were material in nature.
  - o There were no disagreements with management.
  - o Management representation is complete.
  - o The Township did not participate in management consultations with other independent accountants.
  - o No other issues came to light that need further discussion.
- The financial statements as of December 31, 2023 showed the Township in excellent financial health.
  - o As shown on page 23, the general fund has a surplus for the year of just over \$308K, with an overall surplus of just under \$22M.
  - o As shown on page 26, the water and sewer fund had a net operating income close to breaking even, at \$11,048. The net position for the water and sewer fund is just over \$22M.
  - o Other reviews called out in the audit showed similarly strong results. The general fund shows all budgeted activities coming in under budget. There are no line items with a negative amount. The Township budgeted \$3,024,091 for various activities, and spent \$1,501,810, leaving over \$1.5M left.

- The fire fund did show a negative change in fund balance, of \$39,609. The fund started out the year with just over \$1,054,000 and finished with \$1,015,022, leaving still over \$1M in the fire fund.

After discussion and amendment, the following motion was offered:

**MOTION by Basch, support by Allison, that the Ann Arbor Charter Township Board of Trustees receive the 2023 Audit as presented tonight by Pfeffer, Hanniford, and Palka, with the following corrections:**

- P. 13, last line under REVENUES, correct "Donations" to read "Fair Market Value."
- P. 14, under ARPA FUND, 3<sup>rd</sup> line, correct "Warrant Road Culvert" to read "Warren Road Culvert."
- 2<sup>nd</sup> page of charts and graphs, graph labeled General Fund Expenditures – Pre GASB 54, should be corrected so that "Zoning Board of Appeals" is not listed as a category. This should be simply "Zoning."
- Graph that shows Fund Balance Comparison from December 31, 2006 – 2023, needs to have the 2020 bar corrected.

Motion passed unanimously by voice vote.

**B. Discussion for the Blueberry Ln from Maple to Englave and currently paved portion of Danbury SAD**

Attorney Gabis explained that the Board had before them a resolution to start the process of establishing the Blueberry Lane Special Assessment District. The Township received a petition requesting this special assessment district to finance improvements to Blueberry Lane, Englave Drive and Danbury Lane.

The Resolution is to receive the petition, declare the Township's intent to establish a special assessment district, and to set a public hearing to review district boundaries and to direct the Supervisor to create a Roll.

After discussion, the following corrections were noted:

- The cost is \$230,000. Per Township policy, Item D and paragraph 4 on p. 2 need to be corrected to read that 90% of the \$230,000 will be assessed, and 10% will be covered by the Township.
- Also on p. 2, paragraph 6 should be corrected to read . . . "more than 50% of the frontage . . ." (instead of ". . . more than 50% of the total land area . . .")

In response to a question regarding the few residents who had not signed the petition, it came out in conversation that some of the people were out of town. Two people came in to Township Hall and signed the petition after the copies were turned in. No one had expressed opposition.

From the audience, Mr. Rajda said his understanding was that no resident refused to sign. The only non-signers were people Mr. Stead could not reach because they were out of town.

After discussion and amendment, the following motion was offered:

**MOTION by Allison, support by Smith, that the Ann Arbor Charter Township Board of Trustees approve RESOLUTION DECLARING INTENT TO ESTABLISH PUBLIC ROADWAY, SPECIAL ASSESSMENT DISTRICT: BLUEBERRY LANE, ENGLAVE DRIVE, DANBURY LANE, PURSUANT TO MICHIGAN ACT 188 OF THE PUBLIC ACTS OF 1954, AS AMENDED, with the corrections as noted during tonight's meeting:**

- P. 2, Item D and Paragraph 4 be corrected to read that 90% of the \$230,000 cost will be assessed, and 10% will be covered by the Township.
- P. 2, Paragraph 6, 2<sup>nd</sup> line, be corrected as follows: . . . more than 50% of the ~~total land area~~ frontage in the . . .

**AND to set a public hearing on May 20, 2024.**

**Roll call vote:**

Smith	yes
Moran	yes
Allison	yes
Basch	yes
O'Connell	yes

**Motion passed 5-0.**

#### **C. Approve the Barton Hills Village Country Club Extravaganza Permit – Emily Price**

Emily Price, Barton Hills Village Country Club Manager, said that the Extravaganza was something the Country Club had done for approximately 25 years. The event serves about 1,000 people, and offers a fireworks show, carnival rides, food, etc. The Extravaganza is an early 4<sup>th</sup> of July celebration.

Supervisor O'Connell said that the Fire Chief had reviewed the permit application and had provided comments. The permit also stipulated that pre-event inspection and approval must be obtained from the Fire Department prior to the event.

**Board discussion:**

- The Certificate of Additional Insurance from the fireworks company does not include the Township. The Barton Hills Village insurance does include the Township, but that insurance does not insure the Township against fireworks accidents or damage.
  - Township Attorney Gabis said she would research this issue to make sure the Township is appropriately insured.
  - Ms. Price said she would reach out to the fireworks insurance company and ask them to add the Township as an additional insured.
- The Extravaganza is a fundraiser for a private institution, and should pay for services from the Fire Department and Sheriff's Department. The Sheriff's Department will make their

own arrangements, but the Fire Department is funded by the Township. The Supervisor had spoken with Ms. Price and the Fire Chief regarding this issue.

- Fire Chief Nicholai said the Fire Department cost would be roughly \$8,500, using the current fee schedule.
- Ms. Price said the Country Club had not reimbursed for Fire Department costs in the past. Fire Department personnel were fed and taken care of, and the Country Club also hosted a Fire Department golf outing during the season. Over 50% of the membership lives in the Township and the Club was located in the Township.
- Board members pointed out that the Extravaganza is a private event and people needed a ticket to attend. The event is not open to the community and is not a community event. Every other private event in the Township pays for Fire Department costs for providing service.
- Chief Nicholai said he would come up with a more definite figure and communicate that to Ms. Price.

**MOTION by Smith, support by Moran, that the Ann Arbor Charter Township Board of Trustees approve the permit for the 2024 Barton Hills Country Club Extravaganza, with the following conditions:**

- **The Township be added as additional insured for the Fireworks Insurance.**
- **The Barton Hills Country Club pay the appropriate fee for Fire Department services for the event, as determined by the Fire Chief.**
- **The Barton Hills Country Club receive pre-event inspection and approval before ignition.**

**Motion passed unanimously by voice vote.**

#### **D. 2024 Washtenaw County Road Agreement**

Discussion included:

The proposed 2024 Agreement with the Washtenaw County Road Commissioners was included in the packets. The Township doesn't have to accept all 4 projects listed, nor does it have to accept everything listed under each project. The Township can choose a la carte, which it has done in the past. However, May 17 is the deadline to commit for use of the matching funds.

The proposed project totals include major forestry, heavy brushing, and drainage improvements that the Township rarely approves, and only after conversation with residents who live along the affected roads.

- Listed road projects included:
  - Gleaner Hall Road, Warren Road to Joy Road (\$91K): No work has been done since 2013 except for adding some township-wide gravel to it. However, Gleaner Hall remains in fair condition.
  - Stein Road, end of pavement to Maple Road (\$146K): Last work done in 2015.
  - Warren Road, Dixboro Road to Earhart Rd (\$132K): Last work done in 2014.
  - Old Earhart Road, Earhart Road to Plymouth Road (\$212K). Fire trucks have to use the center of the road in order to avoid being scratched by branches over the road.

The Road Committee had thought Old Earhart cost to resurface would be \$1M per linear mile. \$212K was significantly less than that estimate.

- Total of all projects = \$581K, less WCRC 2024 local matching funds of \$39,265.73, leaving **\$541,734.27**.
- These same items were before the Board in 2022. Since then, costs for the same work have risen 16%, above the rate of inflation.
- The Roads Committee is recommending that road work should be done based on objective criteria and on a planned rotation basis, rather than an ad hoc process based on Board members driving the roads. If the scope of work presented by the Road Commission will help the roads last longer, the entire scope of work needs to be considered.
- Trimming tree limbs in order to clear out branches that cover a road will dry the pavement out, allowing the road to last longer. On the other hand, trimming branches can sometimes upset the residents, who want the feel of a natural beauty road. All drivers using the roads expect them to be in reasonable condition; this reasonable expectation needs to be balanced against the residents who want the beauty of the adjacent tree cover to remain, and prefer the trees remain untouched even though it means the road condition remains rough (such as Maple Road).
- Also, what the Road Commission plans to do relative to drainage needs to be clearly understood.
- Utilities Director Judkins recommended the Board drive on Joy Road from Dixboro, in order to see the Road Commission's work there, which did not appear to be destructive or onerous to the residents.
- In the past, The Township asked the Road Commission to tag trees to be trimmed and/or removed, in order to get feedback from the residents.
- Trustee Allison suggested that businesses who were located along through roads should share in the cost of rehabilitating their frontage road. A policy stating percentage of business share could be formulated. This should especially apply to Old Earhart Road.

**MOTION by Smith, support by Basch, that the Ann Arbor Charter Township Board of Trustees approve the Road Agreement amounts for Gleaner Hall Road, Stein Road, and Warren Road, as proposed.**

Motion discussion:

- Trustee Allison said he would not support the motion, as he thought the numbers provided by the County were inaccurate, and because doing the work as proposed could cause damage in terms of tree trimming, brush removal, drainage improvement methods, etc.
- Director Judkins reiterated that the Road Commission had improved in its treatment of Ann Arbor Township Roads. Being more careful and using appropriate equipment came at a higher cost, but also produced a better result.
- Supervisor O'Connell said it was important to utilize the matching funds. She would ask the County if the matching funds authorization could be postponed until after the May 20<sup>th</sup> BOT meeting, to allow time for further research and discussion.

**Roll call vote:**

**Smith**                      **yes**

Moran	no
Allison	no
Basch	yes
O'Connell	no

### Motion failed 2-3.

The Township needed to meet the WCRC match if the Road Commission would not postpone the deadline for matching funds until after May 17. After discussion of possible alternatives, and acknowledging that the County paid for basic brining and grading, it was determined to agree to the work on Gleaner Hall Road, for \$91K.

It was pointed out that in October 2023, the Township had allocated ~\$266K per year to the Capital Fund for road maintenance and improvement.

After discussion and amendment, the following motion was offered:

**MOTION by Allison, support by Basch, that the Supervisor ask the Road Commission if the Township can retain its matching funds if the Township delays its decision regarding the 2024 road work agreement to the May 20, 2024 Ann Arbor Township Board of Trustees meeting. If WCRC does not agree to this postponement, the Supervisor is authorized to approve the work as presented on Gleaner Hall Road, Warren Road to Joy Road, at a cost of \$91,000 as submitted.**

#### Motion discussion:

Trustee Moran said he would not support this motion. The only explanation given for prioritizing Gleaner Hall Road is that no work had been done on this road for a number of years. This was not sufficient justification for Trustee Moran to support this work

Trustee Basch explained that the Road Committee is asking for a change in process, so that Trustees do not give their personal assessment of every road in the Township, after spending time driving all the roads. The new process will use a combination of historical data, scheduling, and the Road Commission's assessment.

Trustee Moran said he had not had a chance to drive Gleaner Hall Road, and he was concerned that the new process would result in the Township paying more money than it otherwise would.

Trustee Allison agreed, but in the spirit of congeniality, and as the maker of the motion, he would support the motion.

Trustee Smith supported authorizing the work on Gleaner Hall Road, but felt the process was faulty. The work should not be justified just to get matching funds. Rather the work should be prioritized because it needs to be done, based on criteria used by the Township. He supported approving the entire list put forward by the County Road Commission.

#### Roll call vote:

Smith	no
Moran	no
Allison	yes
Basch	yes
O'Connell	yes

#### **Motion failed 3-2**

Utilities Director Judkins suggested the Township have a discussion with the Road Commission relative to the Township's expectations when roads are repaired.

Trustee Basch spoke to the importance of having conversation with residents and businesses on Old Earhart Road, specifically regarding having those entities pay a portion of road upkeep.

#### **E. Warren Road Culvert Township Agreement**

Supervisor O'Connell explained that \$30K of the Township's ARPA (American Rescue Plan Act) funds were committed to the Warren Road Culvert repair. This is a time-limited project, as the ARPA funds have to be used or they will be lost. The \$30K commitment was recorded two years ago and cannot be changed. In the meantime, the cost of the project got significantly more expensive (\$417K). The Township was also awarded a \$100,000 Washtenaw County stormwater grant from the Washtenaw County Water Resources Commissioner's Office. After use of all grant funds and utilizing a 50/50 split with Washtenaw County, the Township's final cost will be approximately \$121,000.

**MOTION by Smith, support by Moran, that the Ann Arbor Charter Township Board of Directors approve the ANN ARBOR TOWNSHIP AGREEMENT, Warren Road Culvert (CO901009), using the estimated project cost summary on the second page of the Agreement, with the totals corrected to show the Township's final cost of ~\$121,000.**

**Motion passed unanimously by voice vote.**

#### **F. Washtenaw County Mutual Aid Interlocal Agreement – Chief Mark Nickolai**

Chief Nicholai said that as discussed at the March 2024 Board Meeting, the Washtenaw Area Mutual Aid Association (WAMAA) is very likely to dissolve and be replaced with an interlocal agreement – Washtenaw Area Mutual Aid Council (WAMAC). It is important for the fire department to be part of this council. Most importantly, it provides for a mutual aid agreement, which is a requirement to remain a licensed EMS provider with the State of Michigan and is essential to fire department operations. As of this date, all but two Washtenaw County communities (Ann Arbor Twp. and Pittsfield Twp.) have approved this agreement.

Chief Nicholai had been working with Township Attorneys regarding this Interlocal Agreement. It is essential for fire department operations for the Fire Department to be part of the local mutual aid group.

Township Attorney Gabis reviewed key aspects of the Interlocal Agreement with the Board. She had spoken with WAMAC's attorney, who responded to questions regarding funding and WAMAC's operations. 18 municipalities had signed onto the Agreement. At this point Attorney Gabis was not recommending the Township opt out; the Fire Department needed to belong to the organization in order to provide effective fire services to the Township.

Trustee Moran cautioned that the Mutual Aid Interlocal Agreement could be the first step toward creating a County-wide fire department.

Trustee Allison was concerned that the initial amount for the Township to join - \$4,000 – will only grow over time.

Chief Nicholai said there did not seem to be any intent to create a County Fire Department. Everyone in the mutual aid group worked well with each other. The new organization will limit the Township's liability exposure. There will be a technical rescue team and a swift water rescue team; the Township will have representation on both.

Township Attorney Gabis explained that the new organization converted the mutual aid group from a non-profit association into a governmental authority.

The Board discussed various aspects of the draft Interlocal Agreement, and directed Attorney Gabis to follow up with WAMAC Counsel regarding outstanding questions, specifically related to whether the Township is ever going to be asked to provide equipment, and what Exhibit B. paragraph 2 meant relative to non-county members joining WAMAC.

Attorney Gabis advised that the risk to the Township of joining WAMAC was the cost of the membership fee. The disadvantages of not joining were significant.

After further discussion, the following motion was offered:

**MOTION by Smith, support by Basch, that the Ann Arbor Charter Township Board of Trustees approve the Interlocal Agreement for the Washtenaw Area Mutual Aid Council (WAMAC) as presented.**

**Motion passed unanimously by voice vote.**

**G. Fire Dispatching Service Agreement Between Emergent Health Partners, Inc. and Ann Arbor Township – Chief Mark Nicholai**

Chief Nicholai explained that he was requesting approval of the dispatching services contract with Emergent Health Partners (EHP), which is the fire department dispatch service provider for the Ann Arbor Township Fire Department, and all of the other Washtenaw County fire departments. The contract is for the period July 1, 2023, through June 30, 2024.

Additionally, the terms of this contract are the same as previously approved EHP dispatch services contracts. A dispatch services contract is required for the Department's upcoming EMS relicensure inspection with the State of Michigan.

Township Attorney Gabis said that there were some things she would change in the agreement, which changes would be made in the agreement that will start July 1. The agreement has to be in place for the Fire Department audit.

**MOTION by Smith, support by Allison, that the Ann Arbor Charter Township Board of Trustees approve the FIRE DISPATCHING SERVICE AGREEMENT BETWEEN Emergent Health Partners and Ann Arbor Charter Township, as presented.**

**Motion passed unanimously by voice vote.**

**H. Amendment to Cross Connections Code Sections 70-43 through 70-45, First Reading– Rick Judkins**

Township Attorney Gabis explained this was the first reading for AMENDMENT TO CROSS CONNECTIONS CODE SECTIONS 70-43 THROUGH 70-45. The amendment included:

- Mandate right of entry for utility inspectors, in order to evaluate whether or not a cross connection exists.
- A new section mandates the resident or owner or tenant of a property do what the Fire Department tells them to do in order to alleviate an existing cross connection.
- Addresses the Township's requirement to adopt a program to manage cross connections and to establish a single fee for a single inspector program for residents that can be imposed by resolution by the Township.

Utilities Director Judkins said that residents will be given prior notice of an inspection, and will be asked for permission to gain access. Township Attorney Gabis said this process (giving notice) could be memorialized in the ordinance. Tonight is the first reading; the second reading next month could incorporate that change.

After discussion and amendment, the following motion was offered:

**MOTION by Allison, support by Basch, that the Ann Arbor Charter Board of Trustees approve on the first reading AMENDMENT TO CROSS CONNECTIONS CODE SECTIONS 70-43 THROUGH 70-45, with the following changes:**

- P. 1, 5<sup>th</sup> line, add as follows: . . . shall have the right to enter with notice at any reasonable . .
- P. 3, 4<sup>th</sup> line from bottom, delete ~~Public Hearing~~.

**MOTION passed unanimously by voice vote.**

Responding to questions, Utilities Director Judkins explained that another element of the cross connection control program that goes to the State involved the grandfathering of combined systems.

Most commercial buildings constructed after a certain date are required to have backflow devices at the wall meter, thereby protecting the drinking water system at the meter.

Those buildings built before the requirement, such as Domino's, have as many as 70-80 backflow devices scattered throughout the building. Those building owners are responsible for self-testing every 2-4 years per Township and State standard, and sending the Utilities Director the testing results. There are approximately 7-8 commercial buildings operating under this system, and every such case will get written notice that test results are coming due again.

Per State statute, in general commercial buildings need to be tested every 2-4 years. Residential buildings are tested every 5-10 years. The higher the hazard, the more often the required testing. Certain manufacturing facilities need to be tested annually. The utility billing software covers reporting and logging the test results in BS&A.

Noting that the ordinance might be difficult for residents to fully understand, added to the fact that residents were unlikely to read the ordinance in the first place, Trustee Allison recommended putting together a 1-2 page information document for residents.

Trustee Moran pointed out that on p. 21 of the hazard re-inspection schedule, low hazard customers have a recommended schedule of 1-4 years, but at a minimum every 5-10 years. 10 years seemed much too long between testing. 5 years seemed more appropriate.

Utilities Director Judkins explained that when the backflow devices are installed and functioning correctly, 10 years between testing is fine. However, sometimes backflow devices on the outside of a home are not winterized, so that they freeze and break, and a homeowner might then bypass that system, creating an illegal cross-connection.

After further discussion, consensus appeared to be to direct the Utilities Committee to look at the frequency of testing, and decide on appropriate policy.

#### **I. Discussion on proposal to change the format of zoom meetings**

Supervisor O'Connell explained changes in the ZOOM format for public meetings. Consultants and others attending remotely will not be on camera automatically; their participation will be managed by the ZOOM tech (Jared) during the meetings, who will promote remote attendees to a panelist when it is their time to speak. Members of the public will be able to raise their "zoom hands" to indicate they wish to speak.

The Board acknowledged that the Open Meetings Act did not require the Township to allow remote participation of any kind, but due to the ongoing success and comfort with using this tool, the Board supported continuing to allow remote attendance for meeting participants (except Board members).

A new monitor and sound system will also be utilized.

- J. **Dhu Varren Road and Dhu Varren Court Special Assessment District**
- 1) **Approve the Resolution Directing Amendment to the Dhu Varren Public Roadway Special Assessment District Roll under Michigan Act 188 of Public Acts of 1954, As Amended**
  - 2) **Set a Public Hearing for May 20, 2024**

Township Attorney Gabis explained that the actual costs of the improvements for Dhu Varren Road and Dhu Varren Court came in less than what was assessed. There is a provision in Act 188 that mandates a refund after all of the assessments have been collected and the total amount has been calculated. This will occur in about 10 years. Instead of waiting the 10 years, the Treasurer is recommending amending the Special Assessment District by directing the Supervisor to prepare an amended Roll based on the actual costs, and to set the amended Roll for public hearing.

Tonight's resolution formally directs the Supervisor to amend the Roll by filing the actual costs of the improvements with the Clerk, and to set a public hearing for the amended Roll.

Township Attorney Gabis noted that the Resolution needs to be corrected to reflect, per Township policy, that the Roll will cover 90% of the actual cost of the improvements, as the Township will cover 10% of the cost.

**MOTION by Smith, support by Moran, that the Ann Arbor Charter Township Board of Directors approve the April 15, 2024 RESOLUTION DIRECTING AMENDMENT TO DHU VARREN PUBLIC ROADWAY SPECIAL ASSESSMENT DISTRICT ROLL, UNDER MICHIGAN ACT 188 OF THE PUBLIC ACTS OF 1954, AS AMENDED, with the following change:**

- **Page 2, Par. 2, line 2, and elsewhere in the RESOLUTION as appropriate, change the language to reflect 90% of the actual cost.**

**Motion passed unanimously by voice vote.**

## VI. **REPORTS, DISCUSSIONS**

### A. **Supervisor's Report – O'Connell**

- Request for authorization to submit comments from Dan Bicknell on behalf of the Township relative to the Gelman Plume/U.S. EPA Superfund.

**MOTION by Allison, support by Basch, to authorize the Supervisor to submit comments as submitted on behalf of the Township to the Environmental Protection Agency relative to the National Priorities List (NPL) for Gelman Sciences Inc, Ann Arbor, MI.**

**Motion passed unanimously by voice vote.**

- Water policy and contract with the City of Ann Arbor will be on May agenda.
- Waiting for the Road Commission to provide estimate for work on Earhart Road from M-14 to Joy Road. There is also continued conversation with the Sheriff's Department to monitor the traffic situation along Earhart Road.

- Linden Township's "Fix the Dang Gravel Roads" event (flyer included in the packets) could serve as a template for Ann Arbor Township to follow.
- Request for authorization to pay Tetra Tech invoice for well monitoring.

**MOTION by Allison, support by Basch, to pay up to \$9,000 for Tetra Tech monitoring and for any change to be recorded.**

**Motion passed unanimously by voice vote.**

- Code Enforcement Officer Swope attended the last Farmland and Open Space Board meeting and went through the enforcement process with the FOSPB. Township Planner Elmiger will attend a future FOSPB meeting to explain ordinances dealing with farmland.

**B. Clerk's Report – Basch**

Clerk's report is in the packets. Ordinance update being prepared.

**C. Treasurer's Report – Colvin-Garcia**

Written report on the table.

**D. Planning Commission – Allison**

**1) March 27, 2024 Work session**

Trustee Allison reported on the March 27, 2024 Planning Commission work session. Minutes are in the packets.

**E. Committee Report**

**1) Farmland Open Space and Preservation Board Report – March 25, 2024 – Allison**

Trustee Allison reported on the March 25, 2024 Farmland and Open Space Board meeting. FOSPB recommended to the Board of Trustees to renew the millage at the existing rate for 5 years.

**1) Utility Committee – Judkins**

Meeting next week

**2) Climate Resilience Committee – O'Connell**

Tree give away for Earth Day on April 23.

**3) Zoning Board of Appeals – Basch**

Did not meet.

**4) Public Safety Committee**

Did not meet

**5) Roads Committee – Smith**

Did not meet

**F. Utilities Department Report – Judkins**

Written report in the Board packets

**G. Public Safety Report**

**1) Washtenaw County Sheriff's Department**

Report in the Board packets.

Lt. Cratsenburg will attend the May BOT meeting.

**2) Fire Department – Chief Mark Nicholai**

March 2024 report in the Board packets

**H. Building Department Report**

Report in the Board packets.

**VII. INFORMATION ONLY ITEMS**

None

**VIII. NON-AGENDA ITEMS**

None

**IX. PUBLIC COMMENT**

None.

**X. ADJOURNMENT**

**MOTION by Smith, support by Allison, to adjourn the meeting.**

**Motion passed unanimously by voice vote.**

The meeting was adjourned at 10:39pm.

**ANN ARBOR CHARTER TOWNSHIP  
BOARD OF TRUSTEES SPECIAL MEETING MINUTES  
WEDNESDAY, APRIL 24, 2024 at 1:00 PM  
TOWNSHIP OFFICES - 3792 PONTIAC TRAIL, ANN ARBOR, MI**

**I. Call to Order, Establish Quorum**

Supervisor O'Connell called the Ann Arbor Charter Township Board of Trustees meeting to order at 1:10 pm on April 24, 2024.

Present: Supervisor Diane O'Connell  
Clerk Rena Basch  
Trustee John Allison  
Trustee Michael Moran  
Trustee Kristine Olsson  
Trustee Rodney Smith

Absent: Treasurer Carlene Colvin-Garcia

Also Present: Township Attorneys Sarah Gabis, Sarah Williams and Tom Meagher (via video call), and Comptroller Colleen Coogan.

**II. Closed Session - To consult with Township attorneys and consultants regarding purchase of real property.**

Smith moved to go into closed session per Section 8(1)(d) of the Michigan Open Meetings Act (MCL 15.268(1)(d)), to consider the purchase of real property. Olsson seconded the motion.

Roll call vote:  
Allison - yes  
Basch – yes  
Moran - yes  
O'Connell – yes  
Olsson – yes  
Smith - yes

**Motion passed 6-0.** The Board of Trustees moved into closed session at 1:20 pm and left the meeting room.

**III. Open Session**

At 2:36 pm the Board re-entered the Township meeting room and the following motion was offered: **MOTION by Olsson, support by Allison, that closed session be adjourned. Motion passed.**

**MOTION by Basch, support by Olsson that the Board move back into open session. Motion passed.**

**IV. Non-Agenda Items**

Earth Day tree give-away is going well. Everyone was invited to take a seedling home with them. Olsson will come back to the Township at the end of Friday and move whatever tree seedlings are left to another event over the weekend.

**V. Public Comment – None**

**VI. Adjourn**

**MOTION by Smith, support by Moran to adjourn the meeting. Motion passed by voice vote, and meeting adjourned at 2:37 pm.**

**ANN ARBOR CHARTER TOWNSHIP  
BOARD OF TRUSTEES SPECIAL MEETING MINUTES  
Monday, May 13, 2024 at 1:00 PM  
TOWNSHIP OFFICES - 3792 PONTIAC TRAIL, ANN ARBOR, MI**

**I. Call to Order, Establish Quorum**

Supervisor O'Connell called the Ann Arbor Charter Township Board of Trustees meeting to order at 1:06 pm on May 13, 2024.

Present: Supervisor Diane O'Connell  
Clerk Rena Basch  
Treasurer Carlene Colvin-Garcia  
Trustee John Allison  
Trustee Michael Moran  
Trustee Kristine Olsson (arrived at 1:12 pm)

Absent: Trustee Rodney Smith

Also Present: Township Attorneys Sarah Gabis, Nathan Dupes and Consultant Steven Wright.  
Township Attorney Tom Meagher joined via video conference call at 1:10 pm.

**II. Closed Session - To a) consider purchase of real property and b) to consult with Township attorneys regarding settlement strategy in pending litigation.**

Basch moved to go into closed session per MCL 15.268(1)(d)) of the Michigan Open Meetings Act, first to consider the purchase of real property, and second to consult with Township attorneys regarding settlement strategy in connection with specific pending litigation pursuant to MCL 15.268(1)(e). Colvin-Garcia seconded the motion.

Roll call vote:

Allison - yes

Basch – yes

Colvin-Garcia - yes

Moran - yes

O'Connell – yes

**Motion passed 5-0.** The Board of Trustees moved into closed session at 1:08 pm and left the meeting room.

**III. Open Session**

At 2:58 pm the Board re-entered the Township meeting room and the following motion was offered:

**MOTION by Basch, support by Moran, that closed session be adjourned. Motion passed.**

**MOTION by Basch, support by Colvin-Garcia that the Board move back into open session. Motion passed.**

At 2:59 pm Board resumed meeting in Open Session. Olsson left the meeting.

**Covin-Garcia moved to direct the Township attorneys and Township Supervisor to proceed on the two items as discussed in the Closed Session. Allison seconded.**

**Roll call vote:**

**Allison - yes**

**Basch – yes**

**Colvin-Garcia - yes**

**Moran - yes**

**O'Connell – yes**

**Motion passed.**

**IV. Non-Agenda Items - None**

**V. Public Comment – None**

**VI. Adjourn**

**MOTION by Colvin-Garcia, support by Moran to adjourn the meeting. Motion passed by voice vote, and meeting adjourned at 3:00 pm.**

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 000 OTHER REVENUE ACCOUNT						
101-000-202.002		Medical Insurance	BLUE CARE NETWORK	Medical Insurance	7,250.52	2089700831
101-000-202.002		Medical Insurance	BLUE CARE NETWORK	Medical Insurance	7,250.52	2089700848
101-000-202.003		Medical Insurance	BLUE CROSS & BLUE	Medical Insurance	16,320.39	2089700838
101-000-202.003		BCBS ACCRUED LIAB	BLUE CROSS & BLUE	MEDICAL	16,320.39	2089700849
101-000-232.000		Cellphones	VERIZON WIRELESS	Cellphones	39.99	2089700842
Total For Dept 000 OTHER REVENUE ACCOUNT					47,181.81	
Dept 101 BOARD OF TRUSTEES						
101-101-909.000		ADVERTISING/PUBLISHING-	WASHTENAW COUNTY LEGAL	NOTICE OF ORDINANCE AMENDMENT	45.00	37733
Total For Dept 101 BOARD OF TRUSTEES					45.00	
Dept 171 SUPERVISOR						
101-171-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	178.46	2089700839
101-171-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	178.46	2089700852
Total For Dept 171 SUPERVISOR					356.92	
Dept 215 CLERK						
101-215-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	174.60	2089700839
101-215-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	174.60	2089700852
101-215-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	147.42	2089700834
101-215-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	147.42	2089700851
Total For Dept 215 CLERK					644.04	
Dept 228 TECHNOLOGY						
101-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	IT SERVICES	1,387.50	37678
101-228-818.000		SERVICE CONTRACTS	MICROSOFT CORPORATION	MICROSOFT 365	130.46	2089700842
101-228-818.000		MSFT 365 Licenses	MICROSOFT CORPORATION	FRONT DESK APPS	8.25	2089700842
101-228-818.000		IT Service	TAZ NETWORKS INC	IT Service	1,393.50	2089700842
101-228-818.000		SERVICE CONTRACTS	JCM MEDIA GROUP LLC	WEBSITE SUPPORT	300.00	37698
101-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	VPN, FIRE WALL, MICROSOFT BASIC,	251.26	37702
101-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	IT SERVICE AND SCREEN CONNECT	1,145.83	37702
Total For Dept 228 TECHNOLOGY					4,616.80	
Dept 253 TREASURER						
101-253-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	257.71	2089700839
101-253-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	257.71	2089700852
101-253-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	43.71	2089700834
101-253-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	43.71	2089700851
101-253-955.000		MISCELLANEOUS	WILLIAM AND KATE	REIMBURSEMENT OF TAX INTEREST	150.00	37704
101-253-955.100		MILEAGE/TRAVEL	CARLENE COLVIN-GARCIA	MILEAGE AND MEAL	329.71	37688
101-253-955.200		CONVENTION & CONFERENCES	CARLENE COLVIN-GARCIA	MILEAGE AND MEAL	15.39	37688
Total For Dept 253 TREASURER					1,097.94	
Dept 257 ASSESSOR						
101-257-811.000		LEGAL FEES	HALLAHAN & ASSOCIATES	BRUCE BENZ AND STEPHANIE BENZ	638.72	37696
101-257-811.000		LEGAL FEES	HALLAHAN & ASSOCIATES	BRUCE AND STEPHANIE BENZ	85.16	37718
101-257-957.100		GENERAL OPERATING	JET'S PIZZA	FOOD FOR BOARD OF REVIEW	88.45	2089700842
101-257-957.100		GENERAL OPERATING	VISTAPRINT USA	ASSESSING BUSINESS CARD	47.98	2089700842
101-257-957.100		GENERAL OPERATING	BS&A SOFTWARE	PERMIT APPLICATION AND ASSESSING	1,493.00	37687
Total For Dept 257 ASSESSOR					2,353.31	
Dept 261 OPERATIONS						

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 261 OPERATIONS						
101-261-728.000		PRINTING/BINDING	LEAF	COPIER LEASE	302.50	2089700837
101-261-728.000		PRINTING/BINDING	FEDEX OFFICE	SHIPPING	62.37	2089700842
101-261-728.000		PRINTING/BINDING	OBM	PRINTING	337.97	2089700842
101-261-728.000		PRINTING/BINDING	LEAF	COPIER LEASE	302.50	2089700854
101-261-730.000		POSTAGE & MAILING	PITNEY BOWES	POSTAGE	1,000.00	37674
101-261-851.000		TELECOMMUNICATIONS	COMCAST CABLE	3792 Pontiac Trl (TV & Internet)	55.98	2089700842
101-261-851.000		TELECOMMUNICATIONS	VERIZON WIRELESS	Cellphones	41.08	2089700842
101-261-961.002		TRAINING & IMPROVEMENT	CARLENE COLVIN-GARCIA	MEALS FOR ALICE TRAINING	227.24	37662
101-261-961.002		TRAINING & IMPROVEMENT	KROGER	ALICE TRAINING MEALS	16.57	2089700842
Total For Dept 261 OPERATIONS					2,346.21	
Dept 262 ELECTION						
101-262-799.001		JAN/ FEB ELECTION	WASHTENAW COUNTY	EV POST CARDS MAILING	1,306.68	37732
101-262-957.100		GENERAL OPERATING	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	1,489.28	2089700842
101-262-957.100		GENERAL OPERATING	SYRIAN SOUL	ELECTION WORKER MEALS	265.00	2089700842
101-262-957.100		GENERAL OPERATING	THE PRODUCE STATION-	ELECTION DAY SANDWICH PLATTER	199.00	2089700842
101-262-957.100		GENERAL OPERATING	WAYNE STATE UNIVERSITY	PARKING FEE FOR FOR ELECTION	9.00	2089700842
Total For Dept 262 ELECTION					3,268.96	
Dept 265 BUILDINGS AND GROUNDS						
101-265-818.000		JANITORIAL SERVICES	JNS FACILITY	JANITORIAL SERVICES	695.00	2089700836
101-265-818.000		SERVICE CONTRACTS	JNS FACILITY	JANITORIAL SERVICES	695.00	2089700853
101-265-920.000		Gas Charges : 3792	DTE Energy Company	Gas Charges : 3792 Pontiac Trl	204.58	2089700840
101-265-920.000		Electric Charges : 3792	DTE Energy Company	Electric Charges : 3792 Pontiac	460.72	2089700840
101-265-920.000		Gas Charges : 3792	DTE Energy Company	Gas Charges : 3792 Pontiac Trl	76.31	2089700846
101-265-920.000		Electric Charges : 3792	DTE Energy Company	Electric Charges : 3792 Pontiac	381.83	2089700846
101-265-933.000		REPAIR & MAINTENANCE	CGC WATER TREATMENT	ICE MELT	113.75	2089700842
101-265-933.000		REPAIR & MAINTENANCE	HOWLETT LOCK & DOOR,	SERVICE CALL FOR DOOR LOCKS	566.81	37697
101-265-933.000		REPAIR & MAINTENANCE	HOWLETT LOCK & DOOR,	DOOR LOCK REPLACEMENT	227.08	37719
Total For Dept 265 BUILDINGS AND GROUNDS					3,421.08	
Dept 266 LEGAL & PROFESSIONAL						
101-266-802.000		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	5,449.50	37701
101-266-804.000		ACCOUNTING SERVICES	INTUIT	ACCOUNTIN SOFTWARE	30.00	2089700842
101-266-804.000		ACCOUNTING SERVICES	THE WOODHILL GROUP LLC	ACCOUNTING SERVICES	942.75	37729
101-266-804.000		ACCOUNTING SERVICES	THE WOODHILL GROUP LLC	ACCOUNTING SERVICES	8,855.50	37729
101-266-807.000		AUDIT	PFEFFER, HANNIFORD &	AUDIT SERVICES	8,250.00	37699
101-266-811.000		LEGAL FEES	BARR, ANHUT &	LEGAL FEES	210.00	37683
101-266-811.000		GENERAL	BODMAN PLC	LEGAL FEES	5,110.00	37684
101-266-811.000		ORDINANCES	BODMAN PLC	LEGAL FEES	3,010.00	37684
101-266-811.000		PLANNING COMMISSION	BODMAN PLC	LEGAL FEES	910.00	37684
101-266-811.000		DHU VARREN SPECIAL	BODMAN PLC	DHU VARREN SPECIAL ASSESSMENT	980.00	37684
101-266-811.000		LEGAL FEES	FOSTER, SWIFT, COLLINS	LEGAL FEES	80.00	37695
101-266-811.000		LEGAL FEES	BARR, ANHUT &	LEGAL FEE	30.00	37706
101-266-811.010		LITIGATION- MID MICHIGAN	BODMAN PLC	LEGAL FEES	9,544.56	37684
101-266-811.014		LITIGATION- SUN	BODMAN PLC	LEGAL FEES	170.00	37684
101-266-811.014		LITIGATION- SUN	FOSTER, SWIFT, COLLINS	LITIGATION- SUN COMMUNITIES	924.50	37715
101-266-811.015		LEGAL FEES- BAYER	BARR, ANHUT &	LEGAL FEES	150.00	37683
Total For Dept 266 LEGAL & PROFESSIONAL					44,646.81	
Dept 272 FARMLAND SUPPORT						
101-272-920.001		4400 Pontiac Trl/Tilian	DTE Energy Company	4400 Pontiac Trl/Tilian Farm	251.84	2089700840
101-272-920.001		4400 Pontiac Trl/Tilian	DTE Energy Company	4400 Pontiac Trl/Tilian Farm	196.10	2089700846

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 272 FARMLAND SUPPORT						
Total For Dept 272 FARMLAND SUPPORT					447.94	
Dept 701 PLANNING COMMISSION						
101-701-715.001		LIFE INSURANCE	HARTFORD LIFE &	Life Insurance	127.41	2089700839
101-701-715.001		LIFE INSURANCE	HARTFORD LIFE &	Life Insurance	127.41	2089700852
101-701-715.002		DENTAL	DELTA DENTAL PLAN OF	Dental Insurance	82.17	2089700834
101-701-715.002		DENTAL	DELTA DENTAL PLAN OF	Dental Insurance	82.17	2089700851
101-701-801.000		2024 MASTER PLAN UPDATE	CARLISLE-WORTMAN	PLANNING FEES	2,200.00	37689
101-701-801.000		PLANNING CONSULTATION	CARLISLE-WORTMAN	PLANNING FEES	715.00	37689
101-701-801.000		SLOW FARM	CARLISLE-WORTMAN	SLOW FARM	520.00	37689
101-701-955.000		MISCELLANEOUS	BUSCH'S	SNACKS FOR PUBLIC MEETING	24.54	2089700842
Total For Dept 701 PLANNING COMMISSION					3,878.70	
Dept 702 ZONING						
101-702-806.000		ZONING ADMINISTRATION	CARLISLE-WORTMAN	PLANNING FEES	780.00	37689
Total For Dept 702 ZONING					780.00	
Total For Fund 101 GENERAL FUND					115,085.52	
Fund 105 DEVELOPMENT RIGHTS MONITORING						
Dept 266 LEGAL & PROFESSIONAL						
105-266-806.000		CONSULTANTS - OTHER	TREEMORE ECOLOGY &	DEVELOPMENT RIGHTS MONITORING	168.76	37730
Total For Dept 266 LEGAL & PROFESSIONAL					168.76	
Total For Fund 105 DEVELOPMENT RIGHTS MONITORING					168.76	
Fund 205 PUBLIC SAFETY FUND						
Dept 266 LEGAL & PROFESSIONAL						
205-266-807.000		AUDIT	PFEFFER, HANNIFORD &	AUDIT SERVICES	1,700.00	37699
Total For Dept 266 LEGAL & PROFESSIONAL					1,700.00	
Dept 301 POLICE/SHERIFF						
205-301-815.000		WASHTENAW COUNTY SHERIFF	WASHTENAW COUNTY TREAS	POLICE SERVICES	59,096.68	37680
Total For Dept 301 POLICE/SHERIFF					59,096.68	
Total For Fund 205 PUBLIC SAFETY FUND					60,796.68	
Fund 206 FIRE FUND						
Dept 228 TECHNOLOGY						
206-228-818.000		IT Care	TAZ NETWORKS INC	IT Care	956.50	37678
206-228-818.000		SERVICE CONTRACTS	MICROSOFT CORPORATION	MICROSOFT 365	246.94	2089700842
206-228-818.000		IT Care	TAZ NETWORKS INC	IT Care	956.50	2089700842
Total For Dept 228 TECHNOLOGY					2,159.94	
Dept 261 OPERATIONS						
206-261-728.000		PRINTING/BINDING	LEAF	COPIER LEASE	302.50	2089700837
206-261-728.000		PRINTING/BINDING	OBM	PRINTING	250.23	2089700842
206-261-728.000		PRINTING/BINDING	LEAF	COPIER LEASE	302.50	2089700854
206-261-730.000		Postage to Return Broken	THE UPS STORE	Postage to Return Broken Heaters	18.07	2089700842
206-261-742.000		Tablet Protective Cases	OTTERBOX	Tablet Protective Cases	301.81	2089700842
206-261-742.000		Storage Crates / Hearing	ULINE INC	Storage Crates / Hearing	167.64	2089700842

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 FIRE FUND						
Dept 261 OPERATIONS						
206-261-742.000		Key Tags	CARPENTER BROS.	Key Tags	8.99	37690
206-261-742.000		Foam	CSI EMERGENCY	Foam	310.00	37694
206-261-742.000		Printed Direction Plate	GIZMO'S GRAPHICS LLC	Printed Direction Plate for Foam	72.00	37717
206-261-742.001		EMS Supplies	BOUND TREE MEDICAL,	EMS Supplies	392.79	37685
206-261-742.001		EMS Supplies	BOUND TREE MEDICAL,	EMS Supplies	127.25	37707
206-261-742.001		EMS Supplies	PENN CARE INC	EMS Supplies	696.44	37726
206-261-818.000		3792 Pontiac Trl (TV & SERVICE CONTRACTS	COMCAST CABLE	3792 Pontiac Trl (TV & Internet)	222.72	2089700842
206-261-818.000		DISPATCH SERVICES	COMCAST CABLE	INTERNET & TV	117.12	2089700842
206-261-821.000		Dispatch Services	EMERGENT HEALTH	Dispatch Services	1,394.18	37669
206-261-821.000		Dispatch Services	EMERGENT HEALTH	Dispatch Services	1,394.18	37714
206-261-851.000		TELECOMMUNICATIONS	AT&T		56.00	2089700842
206-261-851.000		3792 Pontiac Trl (TV & INTERNET-STA 2	COMCAST CABLE	3792 Pontiac Trl (TV & Internet)	55.98	2089700842
206-261-851.000		INTERNET-STA 2	COMCAST CABLE	INTERNET & TV	111.95	2089700842
206-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	522.27	2089700842
206-261-933.000		Replacement Battery for	ZOLL MEDICAL CORP	Replacement Battery for Autopulse	1,006.00	37681
206-261-933.000		Foam Unit Repair	ENFORCER ONE	Foam Unit Repair	212.14	2089700842
206-261-933.000		Keys for Radio Storage	FIREKING	Keys for Radio Storage Cabinet	195.00	2089700842
206-261-933.000		Lubricant / Brake Fluid	CARPENTER BROS.	Lubricant / Brake Fluid	59.94	37690
206-261-933.000		Steel Wool	CARPENTER BROS.	Steel Wool	4.49	37710
206-261-933.000		SCBA Batteries	COMPLETE BATTERY	SCBA Batteries	299.52	37711
206-261-933.000		Station 2 Generator -	CUMMINS INC D/B/A	Station 2 Generator - Block Heater	770.80	37713
206-261-955.000		Station Supplies	GORDON FOOD SERVICE	Station Supplies	22.74	2089700842
206-261-955.000		Propane	KROGER	Propane	23.31	2089700842
206-261-955.000		Bar Code Equipment	ORCA SCAN	Bar Code Equipment Software	40.00	2089700842
206-261-955.000		Griddle	SAM'S CLUB/SYNCHRONY	Griddle	199.98	2089700842
206-261-955.000		Station Supplies	SAM'S CLUB/SYNCHRONY	Station Supplies	201.40	2089700842
206-261-976.000		Replacement TIC Vehicle	ALL-AMERICAN FIRE	Replacement TIC Vehicle Charger	569.23	37661
Total For Dept 261 OPERATIONS					10,429.17	
Dept 265 BUILDINGS AND GROUNDS						
206-265-775.000		Lysol	HOME DEPOT USA INC	Lysol	25.16	2089700842
206-265-920.000		Gas Charges : 3792	DTE Energy Company	Gas Charges : 3792 Pontiac Trl	204.58	2089700840
206-265-920.000		4319 Goss Rd	DTE Energy Company	4319 Goss Rd	1,356.07	2089700840
206-265-920.000		Electric Charges : 3792	DTE Energy Company	Electric Charges : 3792 Pontiac	460.71	2089700840
206-265-920.000		Fire Station 4301 GOSS RD	DTE Energy Company	Fire Station 4301 GOSS RD BLDG B	19.99	2089700840
206-265-920.000		Gas Charges : 3792	DTE Energy Company	Gas Charges : 3792 Pontiac Trl	76.31	2089700846
206-265-920.000		4319 Goss Rd	DTE Energy Company	4319 Goss Rd	1,163.61	2089700846
206-265-920.000		Electric Charges : 3792	DTE Energy Company	Electric Charges : 3792 Pontiac	381.83	2089700846
206-265-920.000		Fire Station 4301 GOSS RD	DTE Energy Company	Fire Station 4301 GOSS RD BLDG B	20.29	2089700846
Total For Dept 265 BUILDINGS AND GROUNDS					3,708.55	
Dept 266 LEGAL & PROFESSIONAL						
206-266-807.000		AUDIT	PFEFFER, HANNIFORD &	AUDIT SERVICES	1,900.00	37699
206-266-811.000		FIRE DEPARTMENT	BODMAN PLC	LEGAL FEES	2,030.00	37684
Total For Dept 266 LEGAL & PROFESSIONAL					3,930.00	
Dept 270 PERSONNEL						
206-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	1,167.30	2089700839
206-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	1,167.30	2089700852
206-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	732.48	2089700834
206-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	732.48	2089700851
206-270-725.000		WAMAA Annual Dues - 2024	WASHTENAW AREA MUTUAL	WAMAA Annual Dues - 2024	4,000.00	37703
206-270-746.001		Boot Rental - Hilmer	TURNOUT RENTAL LLC	Boot Rental - Hilmer	160.00	37731

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 206 FIRE FUND</b>						
<b>Dept 270 PERSONNEL</b>						
206-270-746.001		6 - FF Trainee Helmet	WITMER PUBLIC SAFETY	6 - FF Trainee Helmet Shields	248.93	37734
206-270-955.200		FDIC Admission	Landon Umfleet	FDIC Admission	55.00	37723
206-270-955.200		FDIC Admission	Madison Zarkowski	FDIC Admission	55.00	37724
206-270-961.000		PHTLS Initial Training	MARC A VOLGER AND	PHTLS Initial Training (6)	1,590.00	37672
206-270-961.001		Forcible Entry Calss	HOME DEPOT USA INC	Forcible Entry Calss Props	110.85	2089700842
206-270-961.001		Returned Items	HOME DEPOT USA INC	REFUND OF HARDWARE	(77.94)	2089700842
206-270-961.001		Forcible Entry Calss	HOME DEPOT USA INC	HARDWARE	56.16	2089700842
206-270-961.001		8 Students - Nozzle	WASHTENAW AREA MUTUAL	8 Students - Nozzle Forward	1,600.00	37703
206-270-961.001		Reimbursment for Class	NICHOLAS ARON KOCH	Reimbursment for Class Tuition -	1,200.00	37725
<b>Total For Dept 270 PERSONNEL</b>					<b>12,797.56</b>	
<b>Dept 596 TRANSPORTATION</b>						
206-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS	1,070.37	2089700833
206-596-748.000		Fuel	CORRIGAN OIL COMPANY	Fuel	538.03	37693
206-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS APRIL-MAY	528.13	37708
206-596-748.000		Fuel	CORRIGAN OIL COMPANY	Fuel	739.40	37712
206-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS	1,022.12	2089700850
206-596-933.000		Engine 2 - Tank Level	R & R FIRE TRUCK	Engine 2 - Tank Level Gauge	45.50	37675
206-596-933.000		Engine 1 - Primer,	R & R FIRE TRUCK	Engine 1 - Primer, Pressure Relief	1,681.10	37675
206-596-933.000		Used Oil Pick Up	VESCO OIL CORPORATION	Used Oil Pick Up	46.75	37679
206-596-933.000		ZIPPY AUTO WASH	ZIPPY AUTO WASH LLC	ZIPPY AUTO WASH	29.99	2089700842
206-596-933.000		Bolts	CARPENTER BROS.	Bolts	11.97	37710
206-596-933.000		Rescue 1 - Mirror,	LAFONTANE AUTOMOTIVE	Rescue 1 - Mirror, Coolant Leak	355.62	37722
206-596-933.000		E 12-1 Steer Ties / T 12-	SHRADER TIRE & OIL INC	E 12-1 Steer Ties / T 12-1 Rotate	1,603.75	37728
<b>Total For Dept 596 TRANSPORTATION</b>					<b>7,672.73</b>	
<b>Total For Fund 206 FIRE FUND</b>					<b>40,697.95</b>	
<b>Fund 211 GRANTS FUND</b>						
<b>Dept 751 PARKS AND RECREATION</b>						
211-751-802.000	CCG	DIXBORO ROAD PATHWAY GAP	STANTEC CONSULTING	ENGINEERING FEES	5,209.00	37701
211-751-802.000	CCG	DIXBORO ROAD PATHWAY GAP	STANTEC CONSULTING	ENGINEERING FEES	555.00	37701
<b>Total For Dept 751 PARKS AND RECREATION</b>					<b>5,764.00</b>	
<b>Total For Fund 211 GRANTS FUND</b>					<b>5,764.00</b>	
<b>Fund 219 STREET LIGHTING FUND</b>						
<b>Dept 265 BUILDINGS AND GROUNDS</b>						
219-265-920.000		FC streetlights	DTE Energy Company	FC streetlights	426.45	2089700841
219-265-920.000		FC streetlights	DTE Energy Company	FC streetlights	420.81	2089700847
<b>Total For Dept 265 BUILDINGS AND GROUNDS</b>					<b>847.26</b>	
<b>Total For Fund 219 STREET LIGHTING FUND</b>					<b>847.26</b>	
<b>Fund 225 FARMLAND PRESERVATION</b>						
<b>Dept 266 LEGAL &amp; PROFESSIONAL</b>						
225-266-806.000		CONSULTANTS - OTHER	TREEMORE ECOLOGY &	FARMLAND CONSULTING	509.74	37730
225-266-811.000		FARMLAND PRESERVATION	BODMAN PLC	LEGAL FEES	210.00	37684
<b>Total For Dept 266 LEGAL &amp; PROFESSIONAL</b>					<b>719.74</b>	
<b>Total For Fund 225 FARMLAND PRESERVATION</b>					<b>719.74</b>	

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 249 BUILDING DEPARTMENT FUND						
Dept 000 OTHER REVENUE ACCOUNT						
249-000-277.000		INSPECTION FEE -	G&I IX VG APARTMENTS	BD Payment Refund	45.00	37670
249-000-277.000		08. LIGHTING FIXTURES -	SWEETS ELECTRIC	BD Payment Refund	30.00	37677
Total For Dept 000 OTHER REVENUE ACCOUNT					75.00	
Dept 228 TECHNOLOGY						
249-228-818.000		SERVICE CONTRACTS	MICROSOFT CORPORATION	MICROSOFT 365	51.25	2089700842
249-228-818.000		SERVICE CONTRACTS	BS&A SOFTWARE	PERMIT APPLICATION AND ASSESSING	116.00	37687
249-228-980.000		PURCHASES	AMAZON.COM LLC	BARCODE SCANNER FOR BUILDING	36.99	2089700842
Total For Dept 228 TECHNOLOGY					204.24	
Dept 261 OPERATIONS						
249-261-812.000		INSPECTOR COSTS	CARLISLE-WORTMAN	BUILDING ADMINSTRATION	32.50	37663
249-261-812.000		INSPECTOR COSTS	CARLISLE-WORTMAN	BUILDING INSPECTIONS	1,040.00	37689
249-261-812.000		INSPECTOR COSTS	GARY WOELKE	INSPECTIONS	910.00	37716
249-261-812.000		INSPECTOR COSTS	JAMES RATLIFF	INSPECTIONS	1,760.00	37721
249-261-812.000		INSPECTOR COSTS	RICK PLISKO	INSPECTIONS	960.00	37727
249-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	123.24	2089700842
249-261-851.000		TELECOMMUNICATIONS	IVS COM INC	MOVING CABLES FOR NEW DESK	125.00	37720
Total For Dept 261 OPERATIONS					4,950.74	
Dept 266 LEGAL & PROFESSIONAL						
249-266-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	4800 E HURON RIVER DRIVE	640.00	37663
249-266-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	4800 E HURON RIVER DRIVE - STORAGE	437.50	37663
249-266-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	4800 E HURON RIVER - MAINTENANCE	235.00	37663
249-266-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	4800 E HURON RIVER DRIVE - EV LAB	135.00	37709
249-266-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	4540 GEDDES RD ALL SEASON PHASE 4	1,012.50	37709
249-266-807.000		AUDIT	PFEFFER, HANNIFORD &	AUDIT SERVICES	500.00	37699
Total For Dept 266 LEGAL & PROFESSIONAL					2,960.00	
Dept 270 PERSONNEL						
249-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	300.67	2089700839
249-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	300.67	2089700852
249-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	229.59	2089700834
249-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	229.59	2089700851
Total For Dept 270 PERSONNEL					1,060.52	
Dept 596 TRANSPORTATION						
249-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS APRIL-MAY	94.01	37708
Total For Dept 596 TRANSPORTATION					94.01	
Total For Fund 249 BUILDING DEPARTMENT FUND					9,344.51	
Fund 592 UTILITIES FUND						
Dept 000 OTHER REVENUE ACCOUNT						
592-000-204.000		ACCRUED CONNECTION FEES	CITY OF ANN ARBOR	CONNECTION FEES DUE TO THE CITY	2,476.00	37691
Total For Dept 000 OTHER REVENUE ACCOUNT					2,476.00	
Dept 228 TECHNOLOGY						
592-228-818.000		SERVICE CONTRACTS	MICROSOFT CORPORATION	MICROSOFT 365	37.27	2089700842
592-228-980.000		PURCHASES	TAZ NETWORKS INC	NEW DESKTOP SETUP	749.17	37678
Total For Dept 228 TECHNOLOGY					786.44	

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 592 UTILITIES FUND</b>						
<b>Dept 261 OPERATIONS</b>						
592-261-779.000		SMALL TOOLS	SNAP-ON TOOLS ORDER	HARDWARE	265.25	2089700842
592-261-818.000		SERVICE CONTRACTS	CITY OF ANN ARBOR	BACTI SAMPLE TESTING	120.00	37664
592-261-851.000		Cellphones	VERIZON WIRELESS	Cellphones	173.27	2089700842
592-261-933.000		REPAIR & MAINTENANCE	CUMMINS INC D/B/A	GENERATOR REPAIR / MAINTENANCE	896.97	37665
592-261-933.000		REPAIR & MAINTENANCE	MASTERCRAFT PLUMBING	BACKFLOW INSPECTIONS AND REBUILD	3,642.89	37673
592-261-933.000		REPAIR & MAINTENANCE	SOUTHEASTERN EQUIPMENT	FILTERS	1,039.50	37676
592-261-933.000		REPAIR & MAINTENANCE	HOME DEPOT USA INC	LANDSCAPE TIMBER, CEDAR TONE ,	118.11	2089700842
592-261-933.000		REPAIR & MAINTENANCE	JACK DOHENY SUPPLIES,	DAX CARBON FIBER CAPS AND BRIM	353.80	2089700842
592-261-933.000		REPAIR & MAINTENANCE	SHARE CORPORATION	HARDWARE	443.27	37700
<b>Total For Dept 261 OPERATIONS</b>					<b>7,053.06</b>	
<b>Dept 265 BUILDINGS AND GROUNDS</b>						
592-265-920.000		4620 E Huron Dr	DTE Energy Company	4620 E Huron Dr	109.85	2089700840
592-265-920.000		3701 Plymouth Rd	DTE Energy Company	3701 Plymouth Rd	20.69	2089700840
592-265-920.000		4231 Whitehall Dr	DTE Energy Company	4231 Whitehall Dr	1,166.01	2089700840
592-265-920.000		1300 Earhart Rd	DTE Energy Company	1300 Earhart Rd	31.14	2089700840
592-265-920.000		1947 N Dixboro Rd	DTE Energy Company	1947 N Dixboro Rd	548.69	2089700840
592-265-920.000		1343 Stark Strasse	DTE Energy Company	1343 Stark Strasse	195.32	2089700840
592-265-920.000		3695 Washtenaw	DTE Energy Company	3695 Washtenaw	143.32	2089700840
592-265-920.000		UTILITIES	AMERIGAS PROPANE LP	PROPANE	668.28	37682
592-265-920.000		4620 E Huron Dr	DTE Energy Company	4620 E Huron Dr	100.43	2089700846
592-265-920.000		3701 Plymouth Rd	DTE Energy Company	3701 Plymouth Rd	20.85	2089700846
592-265-920.000		4231 Whitehall Dr	DTE Energy Company	4231 Whitehall Dr	1,237.23	2089700846
592-265-920.000		1300 Earhart Rd	DTE Energy Company	1300 Earhart Rd	29.97	2089700846
592-265-920.000		1947 N Dixboro Rd	DTE Energy Company	1947 N Dixboro Rd	567.52	2089700846
592-265-920.000		1343 Stark Strasse	DTE Energy Company	1343 Stark Strasse	201.13	2089700846
592-265-920.000		3695 Washtenaw	DTE Energy Company	3695 Washtenaw	132.82	2089700846
<b>Total For Dept 265 BUILDINGS AND GROUNDS</b>					<b>5,173.25</b>	
<b>Dept 266 LEGAL &amp; PROFESSIONAL</b>						
592-266-802.000		ENGINEERING FEES	STANTEC CONSULTING	ENGINEERING FEES	5,115.50	37701
592-266-807.000		AUDIT	PFEFFER, HANNIFORD &	AUDIT SERVICES	9,600.00	37699
592-266-811.000		LEGAL FEES	BODMAN PLC	WATER TANK LEASE	840.00	37684
<b>Total For Dept 266 LEGAL &amp; PROFESSIONAL</b>					<b>15,555.50</b>	
<b>Dept 270 PERSONNEL</b>						
592-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	305.21	2089700839
592-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	305.21	2089700852
592-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	191.13	2089700834
592-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	191.13	2089700851
592-270-725.000		MEMBERSHIPS - DUES	AMERICAN WATER WORKS	AWWA DUES AND MIC SECTION	412.00	2089700842
592-270-955.200		CONVENTION & CONFERENCES	MICHIGAN GREEN	MICHIGAN GREEN INDUSTRY	72.10	2089700842
592-270-955.200		CONVENTION & CONFERENCES	SOARING EAGLE CASINO	HOTEL FOR MICHIGAN RURAL WATER	417.96	2089700842
<b>Total For Dept 270 PERSONNEL</b>					<b>1,894.74</b>	
<b>Dept 537 SALES/PURCHASES OF W&amp;S</b>						
592-537-813.000		WATER PURCHASE-CITY OF AA	CITY OF ANN ARBOR	Q1 WATER 2024	236,612.38	37692
592-537-813.883		SEWER PURCHASES-CITY OF	CITY OF ANN ARBOR	Q1 SEWER 2024	230,506.78	37692
<b>Total For Dept 537 SALES/PURCHASES OF W&amp;S</b>					<b>467,119.16</b>	
<b>Dept 596 TRANSPORTATION</b>						
592-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS APRIL-MAY	531.82	37708

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 UTILITIES FUND						
Dept 596 TRANSPORTATION						
592-596-933.000		REPAIR & MAINTENANCE	SOUTHEASTERN EQUIPMENT	RETURN OF ENGINE OIL AND ANTI-	(126.60)	37676
592-596-933.000		REPAIR & MAINTENANCE	BILL BROWN FORD INC	AUTO SERVICE F-350	216.50	2089700842
592-596-933.000		REPAIR & MAINTENANCE	BILL BROWN FORD INC	AUTO SERVICE	175.75	2089700842
592-596-933.000		Car Wash	ZIPPY AUTO WASH LLC	Car Wash	29.99	2089700842
592-596-933.000		Car Wash	ZIPPY AUTO WASH LLC	Car Wash	29.99	2089700842
592-596-933.000		REPAIR & MAINTENANCE	BREWER'S INC.	F-150 REPAIR	1,478.32	37686
Total For Dept 596 TRANSPORTATION					2,335.77	
Total For Fund 592 UTILITIES FUND					502,393.92	
Fund 702 ESCROW FUND						
Dept 000 OTHER REVENUE ACCOUNT						
702-000-220.107		DOMINO'S FARMS - 3YR	DOMINO'S FARM PARK	ESCROW REFUND	6,000.00	37705
702-000-220.132		PERFORMANCE GUARANTEE SOI	DOUG SELBY	ESCROW REFUND	2,000.00	37667
702-000-249.077		CP-01-23 BECKWITH	STANTEC CONSULTING	ENGINEERING FEES	3,775.68	37701
702-000-249.079		CP-03-23 TOYOTA BATTERY	STANTEC CONSULTING	ENGINEERING FEES	292.00	37701
702-000-262.079		SOI-28-20 MID MICHIGAN	STANTEC CONSULTING	ENGINEERING FEES	1,242.16	37701
702-000-262.080		SOI-16-21 500 STEIN RD	DOUG SELBY	ESCROW REFUND	3,849.50	37668
702-000-262.083		SOI-18-22 A2WWTP	STANTEC CONSULTING	ENGINEERING FEES	223.02	37701
702-000-262.085		SOI 11-23 BECKWITH	STANTEC CONSULTING	ENGINEERING FEES	1,859.84	37701
702-000-262.087		SOI-19-23 TOYOTA BATTERY	STANTEC CONSULTING	ENGINEERING FEES	304.06	37701
702-000-280.181		SP-04-19 KLA CORP R&D	BODMAN PLC	LEGAL FEES	292.50	37684
702-000-280.193		ZC-01-21 BARTON ESTATES -	DOUG SELBY	ESCROW REFUND	2,000.00	37666
702-000-280.203		SP-05-20 MAPLE RIDGE	STANTEC CONSULTING	ENGINEERING FEES	231.00	37701
702-000-280.231		ZC-01-24 FGRHS 4300	BODMAN PLC	LEGAL FEES	350.00	37684
702-000-280.232		NF-01-24 4981 GLEANER	CARLISLE-WORTMAN	PLANNING FEES	42.50	37689
702-000-280.234		500 STEIN RD MJCRE, LLC	BODMAN PLC	LEGAL FEES	140.00	37684
Total For Dept 000 OTHER REVENUE ACCOUNT					22,602.26	
Total For Fund 702 ESCROW FUND					22,602.26	

05/16/2024 08:36 AM  
User: IWHITT  
DB: Ann Arbor Towhsh

INVOICE GL DISTRIBUTION REPORT FOR ANN ARBOR CHARTER TOWNSHIP  
EXP CHECK RUN DATES 04/12/2024 - 05/15/2024  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL2

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	115,085.52
Fund 105 DEVELOPMENT	168.76
Fund 205 PUBLIC SAFET	60,796.68
Fund 206 FIRE FUND	40,697.95
Fund 211 GRANTS FUND	5,764.00
Fund 219 STREET LIGHT	847.26
Fund 225 FARMLAND PRE	719.74
Fund 249 BUILDING DEP	9,344.51
Fund 592 UTILITIES FU	502,393.92
Fund 702 ESCROW FUND	22,602.26
Total For All Funds:	<u>758,420.60</u>



American Planning Association  
**Michigan Chapter**

*Making Great Communities Happen*

April, 2024

Dear MAP Member,

As a group member of the Michigan Association of Planning (MAP), you join nearly 300 other cities, villages, and townships that recognize the value of informed and educated elected and appointed planning and zoning officials. You understand that your investment in a group membership will yield better decisions from local leaders that create quality communities now, and for generations to come.

It is MAP's annual membership renewal time! Your membership renewal will ensure that we can continue to provide your planning and zoning officials with valuable benefits, and actively develop new products and services to meet evolving needs of the municipal leaders. Renewing your community's group membership for the 2024 – 2025 year ensures that the services and benefits your local leaders count on will continue, and that their planning, zoning, and development review skills will remain strong. We promise to help your municipality respond to those challenges and opportunities with contemporary solutions and practices.

Our membership year runs from July 1, 2024 to June 30, 2025. We hope you will join us for another outstanding year of great programming and professional development.

MAP's membership benefits, like the Michigan Planner Magazine or the Planning Commissioner Toolkit, as well as our vast menu of workshop and conference topics, broadly inform your leaders about planning and zoning, the role of public engagement, the limits of their authority under the law, and more. Our workshops provide both basic and advanced topics, and we add new training subjects every year.

But even more, we highlight the critical importance of public service, and instill in our members – your boards and commissions and staff - a strong sense of civic obligation, ethical behavior, and a profound commitment to community.

We are the only organization in Michigan devoted solely to planning and zoning, and membership provides access to a statewide network of community planners; opportunities to receive statewide recognition; and the sense of camaraderie and belonging that can only come from gathering to improve the places we call home.

Your invoice and current member roster is attached, with instructions to renew. It couldn't be easier. Do not hesitate to contact me at (734) 913-2000 if I can provide you with any additional information. Please email us at [info@planningmi.org](mailto:info@planningmi.org) or visit our web page at <https://www.planningmi.org/>.

Sincerely,

Andrea Brown, Executive Director

1919 West Stadium Boulevard  
Suite 4  
Ann Arbor, Michigan 48103

p: 734.913.2000  
f: 734.913.2061

[www.planningmi.org](http://www.planningmi.org)

# Annual Renewal Notice

**Michigan Association of Planning**  
1919 West Stadium Blvd, Suite 4  
Ann Arbor, MI 48103

Phone: (734) 913-2000  
Fax: (734) 913-2061  
Email: [info@planningmi.org](mailto:info@planningmi.org)  
Web: [www.planningmi.org](http://www.planningmi.org)



Date: 04/15/2024

**Total:** **\$725.00**

Diane O'Connell  
Ann Arbor Township  
3792 Pontiac Trail  
Ann Arbor, MI 48105

Please make your check payable to **MAP** and return by July 1, 2024. We thank you in advance for prompt payment.

## Dues Information

**Annual Group Member Dues** \$725.00  
*(Renewal Period: July 1, 2024 to June 30, 2025)*

**NOTE:** Your professional planner may belong to the American Planning Association. APA members are automatically members of the state chapter.

**Total:** **\$725.00**

## Member Listings (officials and/or staff)

Please verify the members listed below. Be sure to include email addresses for all members, so that they may receive all member benefits sent via email. Attach a separate document or email changes to [info@planningmi.org](mailto:info@planningmi.org).

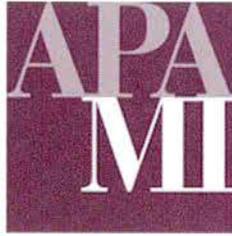
**Positions:** E=Elected Official PC=Planning Commission S=Staff ZA=Zoning Administrator ZBA=Zoning Board of Appeals O=Other

<u>Name</u>	<u>Position</u>	<u>Address</u>	<u>Email</u>
John Allison		3792 Pontiac Trail, Ann Arbor, MI 48105	johnallison@comcast.net
Rena Basch		3792 Pontiac Trail, Ann Arbor, MI 48105	basch@aatwp.org
Rick Bunch		3792 Pontiac Trail, Ann Arbor, MI 48105	rich.bunch@gmail.com
Lee Gorman		3792 Pontiac Trail, Ann Arbor, MI 48105	gorman@bartonconsultingservices.com
Peter Kotilla		3792 Pontiac Trail, Ann Arbor, MI 48105	pkotila@comcast.net
Deborah Mariani		3792 Pontiac Trail, Ann Arbor, MI 48105	debbie.mariani@gmail.com
Karen Mendelson		3792 Pontiac Trail, Ann Arbor, MI 48105	karen@karenmendelson.com
Jennifer Morris		3792 Pontiac Trail, Ann Arbor, MI 48105	jmorris@aatwp.org
Diane O'Connell		3792 Pontiac Trail, Ann Arbor, MI 48105	doconnel91@gmail.com
Peter Pace		3792 Pontiac Trail, Ann Arbor, MI 48105	ppace@aatwp.org
Randolph Perry		3792 Pontiac Trail, Ann Arbor, MI 48105	randolphp@gmail.com
Linda Young		3792 Pontiac Trail, Ann Arbor, MI 48105	lyoung2828@aol.com

# Annual Renewal Notice

**Michigan Association of Planning**  
1919 West Stadium Blvd, Suite 4  
Ann Arbor, MI 48103

Phone: (734) 913-2000  
Fax: (734) 913-2061  
Email: [info@planningmi.org](mailto:info@planningmi.org)  
Web: [www.planningmi.org](http://www.planningmi.org)



Date: 04/15/2024

**Total:** **\$725.00**

## Payment Information

Payment Method (please check one) :  Check  Visa  MasterCard  Discover  Amex

Credit Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVV2 Code (on back of card): \_\_\_\_\_ zip: \_\_\_\_\_

Email Address (for receipt): \_\_\_\_\_

Signature: \_\_\_\_\_

You may also pay your dues online at [planningmi.org/dues](http://planningmi.org/dues)

*Global Environment Alliance, LLC*

2253 East Delhi Road  
Ann Arbor, MI 48103  
1-248-720-9432  
danjbicknell@live.com

# Invoice

**Date** 12/4/2023  
**Invoice #** 143

Bill To
Ann Arbor Charter Township

Ship To
3792 Pontiac Trail Ann Arbor, MI 48105 USA

**P.O. #**  
**Terms**

**Ship Date** 12/4/2023  
**Due Date** 12/4/2023  
**Other**

Item	Description	Qty	Price	Amount
GEA services	Prepare and present AACT comments to the USEPA - Site Inspection Report for the Gelman Site		2,000.00	2,000.00
Remittance Address - Global Environment Alliance 7780 Kookaburra Court - Unit 403, Dexter, MI 48130		<b>Subtotal</b>		\$2,000.00
		<b>Sales Tax (0.0%)</b>		\$0.00
		<b>Total</b>		\$2,000.00
		<b>Payments/Credits</b>		\$0.00
		<b>Balance Due</b>		\$2,000.00

**TERMINATION OF DRAIN TILE EASEMENT AGREEMENT**

**CHARTER TOWNSHIP OF ANN ARBOR**, a Michigan municipal corporation, having an address of 3792 Pontiac Trail, Ann Arbor, Michigan 48105, and **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, having an address of 12955 23 Mile Road, Shelby Township, Michigan 48315, being the parties to that certain Drain Tile Easement Agreement recorded on August 3, 2023, in Liber 5528, Page 716, Washtenaw County Records, a copy of which is attached hereto as **Exhibit A** (the "Easement Agreement"), hereby terminate the Easement Agreement in its entirety effective as of the date hereof, and the Easement Agreement shall hereafter be of no further force or effect.

Dated as of \_\_\_\_\_, 2024.

**CHARTER TOWNSHIP OF ANN ARBOR**, a  
Michigan municipal corporation

By: \_\_\_\_\_  
Diane O'Connell, Supervisor

By: \_\_\_\_\_  
Rena Basch, Clerk

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Diane O'Connell, the Supervisor, and Rena Basch, the Clerk, of the Charter Township of Ann Arbor, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE]

**S.E. MICHIGAN LAND HOLDING LLC, a**  
Michigan limited liability company

By: \_\_\_\_\_  
Christopher Cousino, its authorized agent

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF MACOMB        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Christopher Cousino, the authorized agent of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Mark Paul Roebuck, Notary Public  
Oakland County, Michigan  
My commission expires: July 8, 2029  
Acting in Macomb County, Michigan

PREPARED BY

Brandon J. Muller  
Clark Hill PLC  
220 Park Street, Suite 200  
Birmingham, Michigan 48009

WHEN RECORDED, RETURN TO:

Charter Township of Ann Arbor  
3792 Pontiac Trail  
Ann Arbor, Michigan 48105

**Exhibit A**  
**Easement Agreement**

[SEE ATTACHED]



**DRAIN TILE EASEMENT AGREEMENT**

THIS DRAIN TILE EASEMENT AGREEMENT (this "Agreement") is made and executed this 30<sup>th</sup> day of June, 2023, by **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company ("Grantor"), having an address of 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, in favor of the **CHARTER TOWNSHIP OF ANN ARBOR**, a Michigan municipal corporation ("Grantee"), having an address of 3792 Pontiac Trail, Ann Arbor, Michigan 48105.

**RECITALS:**

A. Grantor is the owner of certain land located in Ann Arbor Township, Washtenaw County, Michigan, being more particularly described and depicted on attached **Exhibit A** as "Parcel A" ("Grantor's Parcel").

B. Grantor desires to grant to Grantee and Grantee's successors and assigns a perpetual, nonexclusive easement for the benefit of Grantee over and across a portion of Grantor's Parcel for the purpose of maintaining existing drain tiles, which easement is more particularly described and depicted on attached **Exhibit A** (the "Drain Tile Easement").

NOW THEREFORE, for and in consideration of One and 00/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Drain Tile Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns a permanent, nonexclusive easement for the benefit of Grantee over and across the Drain Tile Easement for the purpose of maintaining existing drain tiles.

2. Covenants Running with the Land. The easement herein established shall be an easement running with the land, and shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective successors and assigns, including successors-in-title to all or any portion of Grantor's Parcel.

3. Exemption from Transfer Tax. This Agreement is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

4. No Rights to Public. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any property to the general public or for any public use or purpose whatsoever.

5. Amendments. No amendment of this Agreement shall be effective until a proper instrument in writing has been executed by Grantor and Grantee and recorded with the Washtenaw County Register of Deeds.

6. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan.

7. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

8. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Time Submitted for Recording  
Date 8-3-2023 Time 11:05 am  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register

1A

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed the day and year first written above.

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company

By: [Signature]

Name: CHRISTOPHER COUSINO

Its: AUTHORIZED AGENT

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of June, 2023, by CHRISTOPHER COUSINO, the AUTHORIZED AGENT of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.



MARK PAUL ROEBUCK  
My Commission Expires  
July 8, 2029  
County of Oakland  
Acting in the County of MACOMB

[Signature]

\_\_\_\_\_, Notary Public  
OAKLAND County, Michigan  
My commission expires: 7/8/2029  
Acting in MACOMB County, Michigan

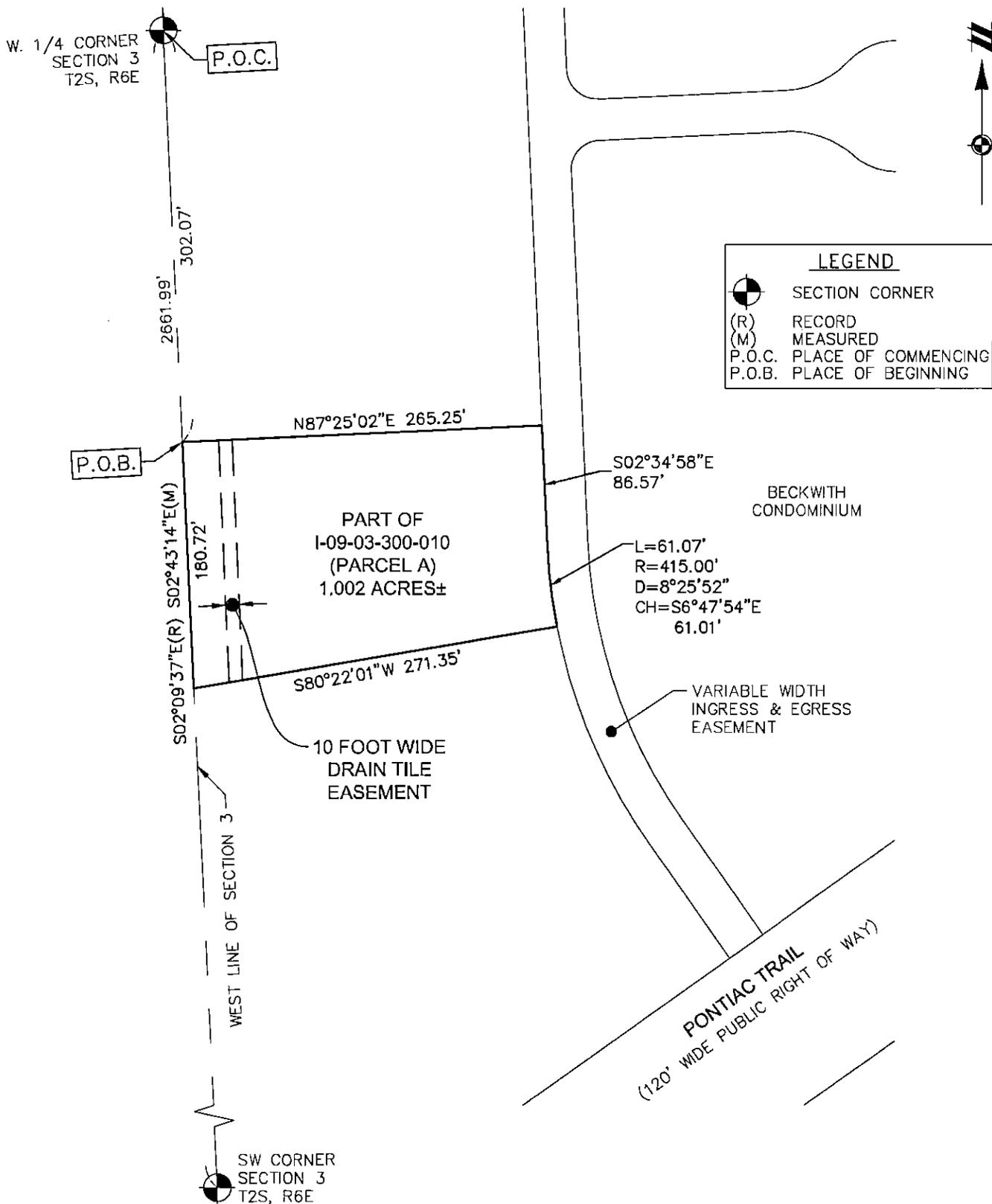
Prepared by, and when recorded, return to:

✓ Brandon J. Muller  
Clark Hill PLC  
151 South Old Woodward Avenue, Suite 200  
Birmingham, Michigan 48009

[Signature Page to Drain Tile Easement Agreement]

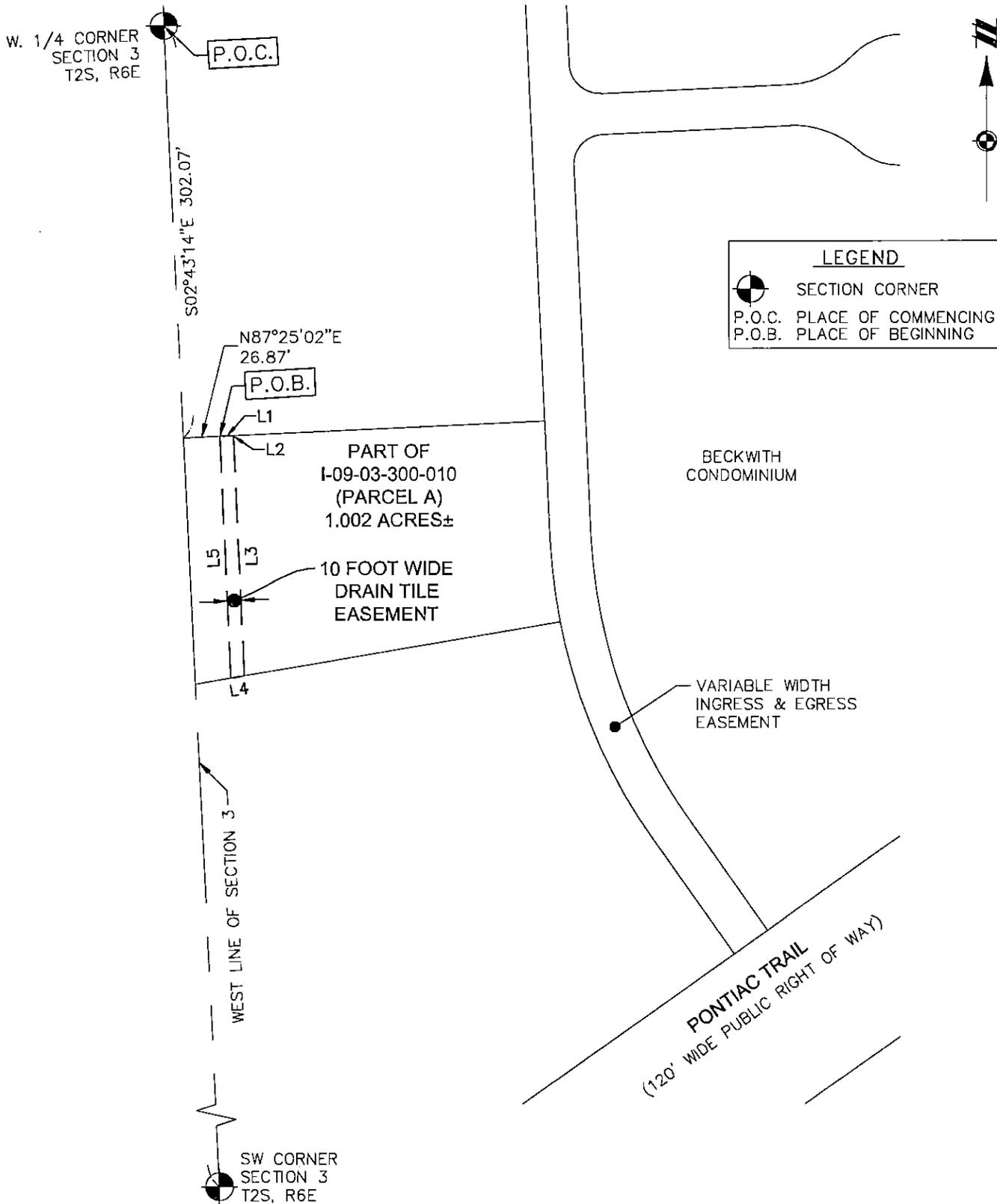
**Exhibit A to Drain Tile Easement Agreement**  
**Description and Depiction of Grantor's Parcel and Drain Tile Easement**

[SEE ATTACHED]



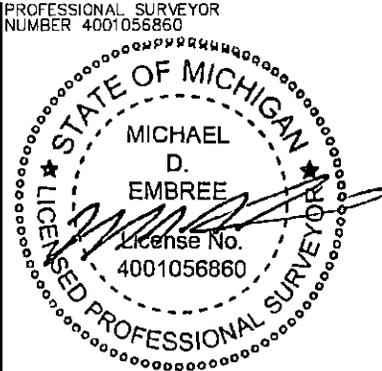
PART OF TAX PARCEL NO. 1-09-03-300-010  
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT <b>DIVERSE REAL ESTATE LLC</b>  SKETCH & DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN  SECTION 3 TOWN 2 SOUTH, RANGE 6 EAST ANN ARBOR TOWNSHIP WASHTENAW COUNTY, MICHIGAN  SCALE: 1 INCH = 100 FEET	JOB:	14001078	CAD	EA-13
	DR.	SW	CH.	ME
	BOOK	NA	PG.	NA
	SHEET	1 OF 3	DATE:	6/21/2023
	FILE CODE:	14001078EA-13		
<b>ATWELL</b> 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		PROFESSIONAL SURVEYOR NUMBER 4001056860  		



PART OF TAX PARCEL NO. 1-09-03-300-010  
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE,  
 GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT <b>DIVERSE REAL ESTATE LLC</b>  SKETCH & DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN  SECTION 3 TOWN 2 SOUTH, RANGE 6 EAST ANN ARBOR TOWNSHIP WASHTENAW COUNTY, MICHIGAN	JOB: 14001078 DR. SW BOOK NA SHEET 2 OF 3 FILE CODE: 14001078EA-13	CAD EA-13 CH. ME PG. NA DATE: 6/21/2023
	ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	
	SCALE: 1 INCH = 100 FEET 	
	PROFESSIONAL SURVEYOR NUMBER 4001056860	
	STATE OF MICHIGAN MICHAEL D. EMBREE License No. 4001056860	



DESCRIPTION OF A 1.002 ACRE PARCEL (PARCEL A) OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S02°43'14"E (RECORDED AS N02°09'37"W) 302.07 FEET ALONG THE WEST LINE OF SAID SECTION 3 FOR A PLACE OF BEGINNING; THENCE N87°25'02"E 265.25 FEET; THENCE S02°34'58"E 86.57 FEET; THENCE 61.07 FEET ALONG THE ARC OF A 415.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S06°47'54"E 61.01 FEET; THENCE S80°22'01"W 271.35 FEET; THENCE N02°43'14"W (RECORDED AS N02°09'37"W) 180.72 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE PLACE OF BEGINNING, CONTAINING 1.002 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

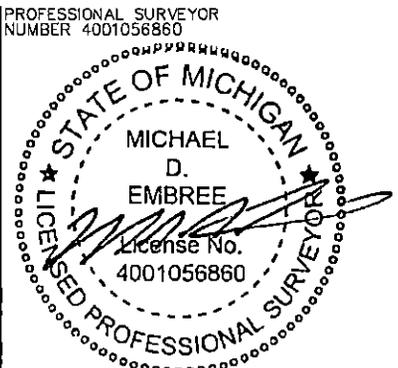
DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S02°43'14"E (RECORDED AS N02°09'37"W) 302.07 FEET ALONG THE WEST LINE OF SAID SECTION 3; THENCE N87°25'02"E 26.87 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING N87°25'02"E 10.32 FEET; THENCE S17°27'26"W 0.94 FEET; THENCE S02°30'34"E 175.37 FEET; THENCE S80°22'01"W 10.08 FEET; THENCE N02°30'34"W 177.49 FEET TO THE PLACE OF BEGINNING.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N87°25'02"E	10.32'
L2	S17°27'26"W	0.94'
L3	S02°30'34"E	175.37'
L4	S80°22'01"W	10.08'
L5	N02°30'34"W	177.49'

PART OF TAX PARCEL NO. 1-09-03-300-010  
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT <b>DIVERSE REAL ESTATE LLC</b>  SKETCH & DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN  SECTION 3 TOWN 2 SOUTH, RANGE 6 EAST ANN ARBOR TOWNSHIP WASHTENAW COUNTY, MICHIGAN	JOB: 14001078	CAD EA-13
	DR. SW	CH. ME
	BOOK NA	PG. NA
	SHEET 3 OF 3	DATE: 6/21/2023
	FILE CODE: 14001078EA-13	
 <b>ATWELL</b> 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		PROFESSIONAL SURVEYOR NUMBER 4001056860



**TERMINATION OF DRAIN TILE EASEMENT AGREEMENT**

**CHARTER TOWNSHIP OF ANN ARBOR**, a Michigan municipal corporation, having an address of 3792 Pontiac Trail, Ann Arbor, Michigan 48105, and **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, having an address of 12955 23 Mile Road, Shelby Township, Michigan 48315, being the parties to that certain Drain Tile Easement Agreement recorded on August 3, 2023, in Liber 5528, Page 717, Washtenaw County Records, a copy of which is attached hereto as **Exhibit A** (the "Easement Agreement"), hereby terminate the Easement Agreement in its entirety effective as of the date hereof, and the Easement Agreement shall hereafter be of no further force or effect.

Dated as of \_\_\_\_\_, 2024.

**CHARTER TOWNSHIP OF ANN ARBOR**, a  
Michigan municipal corporation

By: \_\_\_\_\_  
Diane O'Connell, Supervisor

By: \_\_\_\_\_  
Rena Basch, Clerk

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Diane O'Connell, the Supervisor, and Rena Basch, the Clerk, of the Charter Township of Ann Arbor, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE]

**S.E. MICHIGAN LAND HOLDING LLC, a**  
Michigan limited liability company

By: \_\_\_\_\_  
Christopher Cousino, its authorized agent

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF MACOMB        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Christopher Cousino, the authorized agent of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Mark Paul Roebuck, Notary Public  
Oakland County, Michigan  
My commission expires: July 8, 2029  
Acting in Macomb County, Michigan

PREPARED BY

Brandon J. Muller  
Clark Hill PLC  
220 Park Street, Suite 200  
Birmingham, Michigan 48009

WHEN RECORDED, RETURN TO:

Charter Township of Ann Arbor  
3792 Pontiac Trail  
Ann Arbor, Michigan 48105

**Exhibit A**  
**Easement Agreement**

[SEE ATTACHED]



**DRAIN TILE EASEMENT AGREEMENT**

THIS DRAIN TILE EASEMENT AGREEMENT (this "Agreement") is made and executed this 30<sup>th</sup> day of June, 2023, by **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company ("Grantor"), having an address of 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, in favor of the **CHARTER TOWNSHIP OF ANN ARBOR**, a Michigan municipal corporation ("Grantee"), having an address of 3792 Pontiac Trail, Ann Arbor, Michigan 48105.

**RECITALS:**

A. Grantor is the owner of certain land located in Ann Arbor Township, Washtenaw County, Michigan, being more particularly described and depicted on attached **Exhibit A** as "Parcel B" ("Grantor's Parcel").

B. Grantor desires to grant to Grantee and Grantee's successors and assigns a perpetual, nonexclusive easement for the benefit of Grantee over and across a portion of Grantor's Parcel for the purpose of maintaining existing drain tiles, which easement is more particularly described and depicted on attached **Exhibit A** (the "Drain Tile Easement").

NOW THEREFORE, for and in consideration of One and 00/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Drain Tile Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns a permanent, nonexclusive easement for the benefit of Grantee over and across the Drain Tile Easement for the purpose of maintaining existing drain tiles.

2. Covenants Running with the Land. The easement herein established shall be an easement running with the land, and shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective successors and assigns, including successors-in-title to all or any portion of Grantor's Parcel.

3. Exemption from Transfer Tax. This Agreement is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

4. No Rights to Public. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any property to the general public or for any public use or purpose whatsoever.

5. Amendments. No amendment of this Agreement shall be effective until a proper instrument in writing has been executed by Grantor and Grantee and recorded with the Washtenaw County Register of Deeds.

6. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan.

7. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

8. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Time Submitted for Recording  
Date 8-3-2023 Time 11:05am  
Lawrence Kestenbaum  
Washtenaw County Clerk/Register

14

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed the day and year first written above.

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company

By: [Signature]

Name: CHRISTOPHER COUSINO

Its: AUTHORIZED AGENT

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of June, 2023, by CHRISTOPHER COUSINO, the AUTHORIZED AGENT of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.



MARK PAUL ROEBUCK  
My Commission Expires  
July 8, 2029  
County of Oakland  
Acting in the County of MACOMB

[Signature]  
\_\_\_\_\_, Notary Public  
OAKLAND County, Michigan  
My commission expires: 7/8/2029  
Acting in MACOMB County, Michigan

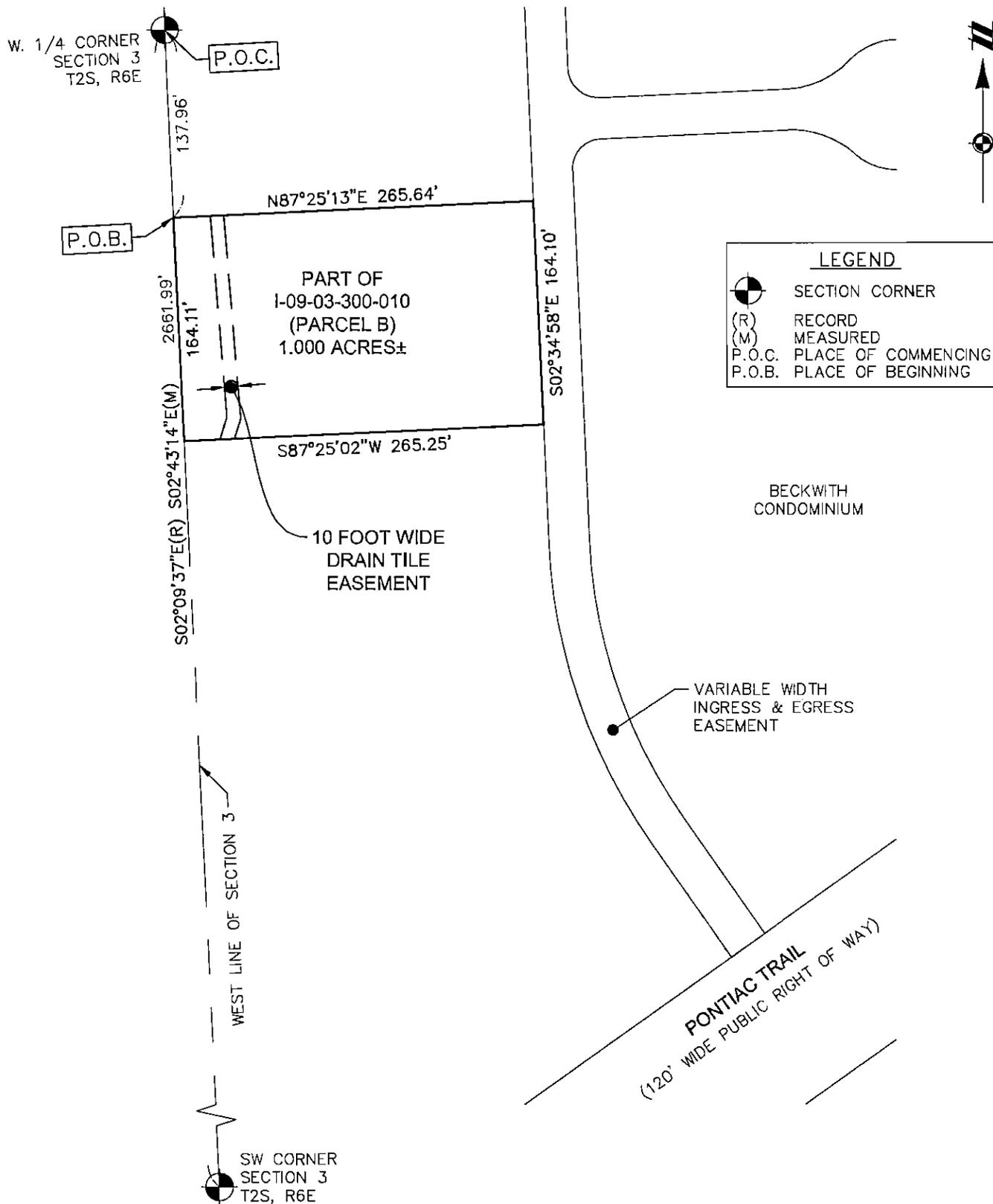
✓ Prepared by, and when recorded, return to:  
Brandon J. Muller  
Clark Hill PLC  
151 South Old Woodward Avenue, Suite 200  
Birmingham, Michigan 48009

[Signature Page to Drain Tile Easement Agreement]

**Exhibit A to Drain Tile Easement Agreement**

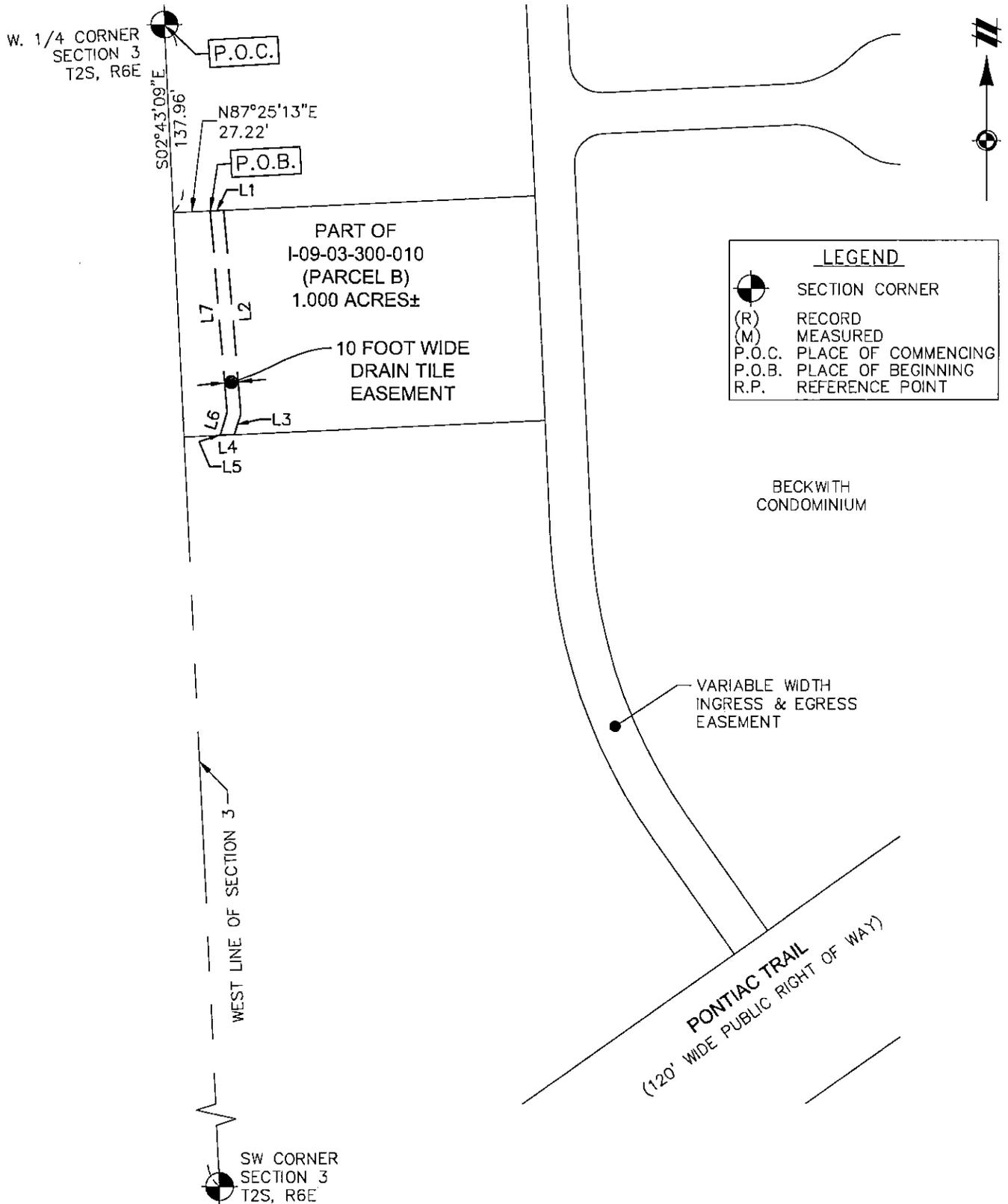
**Description and Depiction of Grantor's Parcel and Drain Tile Easement**

[SEE ATTACHED]



PART OF TAX PARCEL NO. I-09-03-300-010  
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT <b>DIVERSE REAL ESTATE LLC</b>  SKETCH & DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN  SECTION 3 TOWN 2 SOUTH, RANGE 6 EAST ANN ARBOR TOWNSHIP WASHTENAW COUNTY, MICHIGAN	JOB: 14001078	CAD EA-14	PROFESSIONAL SURVEYOR NUMBER 4001056860
	DR. SW	CH. ME	
	BOOK NA	PG. NA	
	SHEET 1 OF 3	DATE: 6/21/2023	
	FILE CODE: 14001078EA-14		
<b>ATWELL</b> 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000			
SCALE: 1 INCH = 100 FEET 			



PART OF TAX PARCEL NO. 1-09-03-300-010  
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE,  
 GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT <b>DIVERSE REAL ESTATE LLC</b>  SKETCH & DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN  SECTION 3 TOWN 2 SOUTH, RANGE 6 EAST ANN ARBOR TOWNSHIP WASHTENAW COUNTY, MICHIGAN  SCALE: 1 INCH = 100 FEET	JOB: 14001078 DR. SW BOOK NA SHEET 2 OF 3 FILE CODE: 14001078EA-14	CAD EA-14 CH. ME PG. NA DATE: 6/21/2023
	ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48075 248.447.2000	
	PROFESSIONAL SURVEYOR NUMBER 4001056860	
	STATE OF MICHIGAN MICHAEL D. EMBREE License No. 4001056860	
	LICENSED PROFESSIONAL SURVEYOR	

DESCRIPTION OF A 1.000 ACRE PARCEL (PARCEL B) OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S02°43'14"E (RECORDED AS N02°09'37"W) 137.96 FEET ALONG THE WEST LINE OF SAID SECTION 3 FOR A PLACE OF BEGINNING; THENCE N87°25'13"E 265.64 FEET; THENCE S02°34'58"E 164.10 FEET; THENCE S87°25'02"W 265.25 FEET; THENCE N02°43'14"W (RECORDED AS N02°09'37"W) 164.11 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE PLACE OF BEGINNING, CONTAINING 1.000 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

DESCRIPTION OF A 10 FOOT WIDE TILE DRAIN EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S02°43'14"E (RECORDED AS N02°09'37"W) 137.96 FEET ALONG THE WEST LINE OF SAID SECTION 3; THENCE N87°25'13"E 27.22 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING N87°25'13"E 10.01 FEET; THENCE S04°47'47"E 149.38 FEET; THENCE S17°27'26"W 15.79 FEET; THENCE S87°25'02"W 10.32 FEET; THENCE N02°30'34"W 0.89 FEET; THENCE N17°27'26"E 16.52 FEET; THENCE N04°47'47"W 147.80 FEET TO THE PLACE OF BEGINNING.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N87°25'13"E	10.01'
L2	S04°47'47"E	149.38'
L3	S17°27'26"W	15.79'
L4	S87°25'02"W	10.32'
L5	N02°30'34"W	0.89'
L6	N17°27'26"E	16.52'
L7	N04°47'47"W	147.80'

PART OF TAX PARCEL NO. 1-09-03-300-010  
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT <b>DIVERSE REAL ESTATE LLC</b>  SKETCH & DESCRIPTION OF A 10 FOOT WIDE DRAIN TILE EASEMENT LOCATED IN  SECTION 3 TOWN 2 SOUTH, RANGE 6 EAST ANN ARBOR TOWNSHIP WASHTENAW COUNTY, MICHIGAN	JOB: 14001078	CAD EA-14
	DR. SW	CH. ME
	BOOK NA	PG. NA
	SHEET 3 OF 3	DATE: 6/21/2023
	FILE CODE: 14001078EA-14	
 <b>ATWELL</b> 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		

PROFESSIONAL SURVEYOR  
 NUMBER 4001056860



**SECOND AMENDMENT TO MASTER DEED  
OF  
BECKWITH**

**DIVERSE REAL ESTATE LLC**, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Beckwith, a residential condominium project located in Ann Arbor Charter Township, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded in Liber 5528, Page 737, Washtenaw County Records, as amended by First Amendment to Master Deed recorded in Liber 5545, Page 166, Washtenaw County Records (collectively, the "Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 730, with the consent of the Charter Township of Ann Arbor, hereby amends the Master Deed pursuant to Article VIII thereof for the purpose of removing the 10' Drain Tile Easement from Units 1, 2 and 3. Upon the recording of this Second Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1. Amended Sheets 1, 13, 16 and 17 of Amendment No. 1 of the Condominium Subdivision Plan of Beckwith, as attached hereto, shall replace and supersede Sheets 1, 13, 16 and 17 of the Condominium Subdivision Plan of Beckwith as previously recorded, and Sheets 1, 13, 16 and 17 of the Condominium Subdivision Plan of Beckwith as previously recorded shall be of no further force or effect.

2. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Dated as of \_\_\_\_\_, 2024.

**DIVERSE REAL ESTATE LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Anthony Lombardo, Authorized Agent

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF MACOMB         )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Mark Paul Roebuck, Notary Public  
Oakland County, Michigan  
My commission expires: July 8, 2029  
Acting in Macomb County, Michigan

**PREPARED BY AND WHEN RECORDED RETURN TO:**

Brandon J. Muller  
Clark Hill PLC  
220 Park Street, Suite 200  
Birmingham, Michigan 48009

[Signature Page to Second Amendment to Master Deed of Beckwith]

**CONSENT**

The undersigned hereby consents to the execution of this Second Amendment to Master Deed of Beckwith and the recordation of this Second Amendment to Master Deed of Beckwith in the office of the Washtenaw County Register of Deeds.

Dated as of \_\_\_\_\_, 2024.

**CHARTER TOWNSHIP OF ANN ARBOR**, a Michigan municipal corporation

By: \_\_\_\_\_  
Diane O'Connell, Supervisor

By: \_\_\_\_\_  
Rena Basch, Clerk

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WASHTENAW    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024, by Diane O'Connell, the Supervisor, and Rena Basch, the Clerk, of the Charter Township of Ann Arbor, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

AMENDMENT NO. 1  
 WASHTENAW COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 730

EXHIBIT "B" TO THE  
 MASTER DEED OF

# BECKWITH

A SITE CONDOMINIUM IN  
 ANN ARBOR TOWNSHIP  
 WASHTENAW COUNTY, MICHIGAN

**DEVELOPER**

DIVERSE REAL ESTATE LLC  
 13001 23 MILE ROAD, SUITE 200  
 SHELBY TOWNSHIP, MI 48315

**ENGINEER AND SURVEYOR**

ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 PHONE (248) 447-2000  
 FAX (248) 447-2001

**NOTE**

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

**LEGAL DESCRIPTION**

LAND SITUATED IN THE WEST 1/4 OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN:

**BECKWITH**

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 3, TOWN 2 SOUTH, RANGE 6 EAST, ANN ARBOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N02°34'23"W (RECORDED AS N02°00'46"W) 694.01 FEET ALONG THE WEST LINE OF SAID SECTION 3; THENCE N66°33'53"E (RECORDED AS N67°07'30"E) 873.54 FEET; THENCE S02°47'08"W (RECORDED AS S03°20'45"W) 589.11 FEET; THENCE S01°21'59"E (RECORDED AS S00°48'22"E) 162.45 FEET; THENCE S87°25'02"W 379.09 FEET; THENCE 6.65 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S64°13'39"W 6.65 FEET; THENCE 55.93 FEET ALONG THE ARC OF A 72.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S45°46'57"W 54.54 FEET; THENCE S23°31'37"W 15.59 FEET; THENCE 80.35 FEET ALONG THE ARC OF A 285.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S15°27'03"W 80.08 FEET; THENCE N87°25'02"E 454.87 FEET; THENCE S01°21'59"E (RECORDED AS S00°48'22"E) 121.93 FEET; THENCE N87°01'41"E (RECORDED AS N87°35'18"E) 575.75 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 3; THENCE S03°50'50"E (RECORDED AS S03°17'13"E) 110.03 FEET; THENCE S55°10'26"W (RECORDED AS S55°44'03"W) 819.63 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF PONTIAC TRAIL (120 FEET WIDE); THENCE S54°45'18"W (RECORDED AS S55°18'55"W) 754.52 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID PONTIAC TRAIL; THENCE N02°43'14"W (RECORDED AS N02°09'37"W) 462.67 FEET ALONG THE WEST LINE OF SAID SECTION 3; THENCE N80°22'01"E 271.35 FEET; THENCE 61.07 FEET ALONG THE ARC OF A 415.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N06°47'54"W 61.01 FEET; THENCE N02°34'58"W 250.67 FEET; THENCE S87°25'13"W 265.64 FEET; THENCE N02°43'14"W (RECORDED AS N02°09'37"W) 137.96 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE PLACE OF BEGINNING, CONTAINING 27.715 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

**SHEET INDEX**

SHEET NO.	DESCRIPTION
*1	TITLE AND DESCRIPTIONS
2	SURVEY COMPOSITE PLAN
3	SURVEY PLAN- UNITS 1-3, 11-13
4	SURVEY PLAN- UNITS 4-10
5	SURVEY PLAN- OPEN SPACE
6	SITE PLAN- UNITS 1-3, 11-13
7	SITE PLAN- UNITS 4-10
8	SITE PLAN- OPEN SPACE
9	EASEMENT PLAN- ELECTRIC, LANDSCAPING & FRANCHISE UTILITY UNITS 1-3, 11-13
10	EASEMENT PLAN- ELECTRIC, LANDSCAPING & FRANCHISE UTILITY UNITS 4-10
11	EASEMENT PLAN- ELECTRIC, LANDSCAPING & FRANCHISE UTILITY OPEN SPACE
12	EASEMENT PLAN- ELECTRIC, LANDSCAPING & FRANCHISE UTILITY LINE & CURVE TABLES
*13	EASEMENT PLAN- STORM UNITS 1-3, 11-13
14	EASEMENT PLAN- STORM UNITS 4-10
15	EASEMENT PLAN- STORM OPEN SPACE
*16	EASEMENT PLAN- STORM LINE TABLES
16A	EASEMENT PLAN- STORM CURVE TABLES
*17	UTILITY PLAN- UNITS 1-3, 11-13
18	UTILITY PLAN- UNITS 4-10
19	UTILITY PLAN- OPEN SPACE
20	COORDINATE & UNIT TABLES

THE ASTERISKS (\*) AS SHOWN IN THE SHEET INDEX INDICATE NEW OR AMENDED SHEETS WHICH ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.



PROPOSED DATED - APRIL 19, 2024

ARBEN TAHIRAJ  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001071258  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447.2000

**TITLE AND DESCRIPTIONS**

**BECKWITH 1**



Know what's below.  
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SECTION 3  
 TOWN 2 SOUTH, RANGE 6 EAST  
 ANN ARBOR TOWNSHIP  
 WASHTENAW COUNTY, MICHIGAN

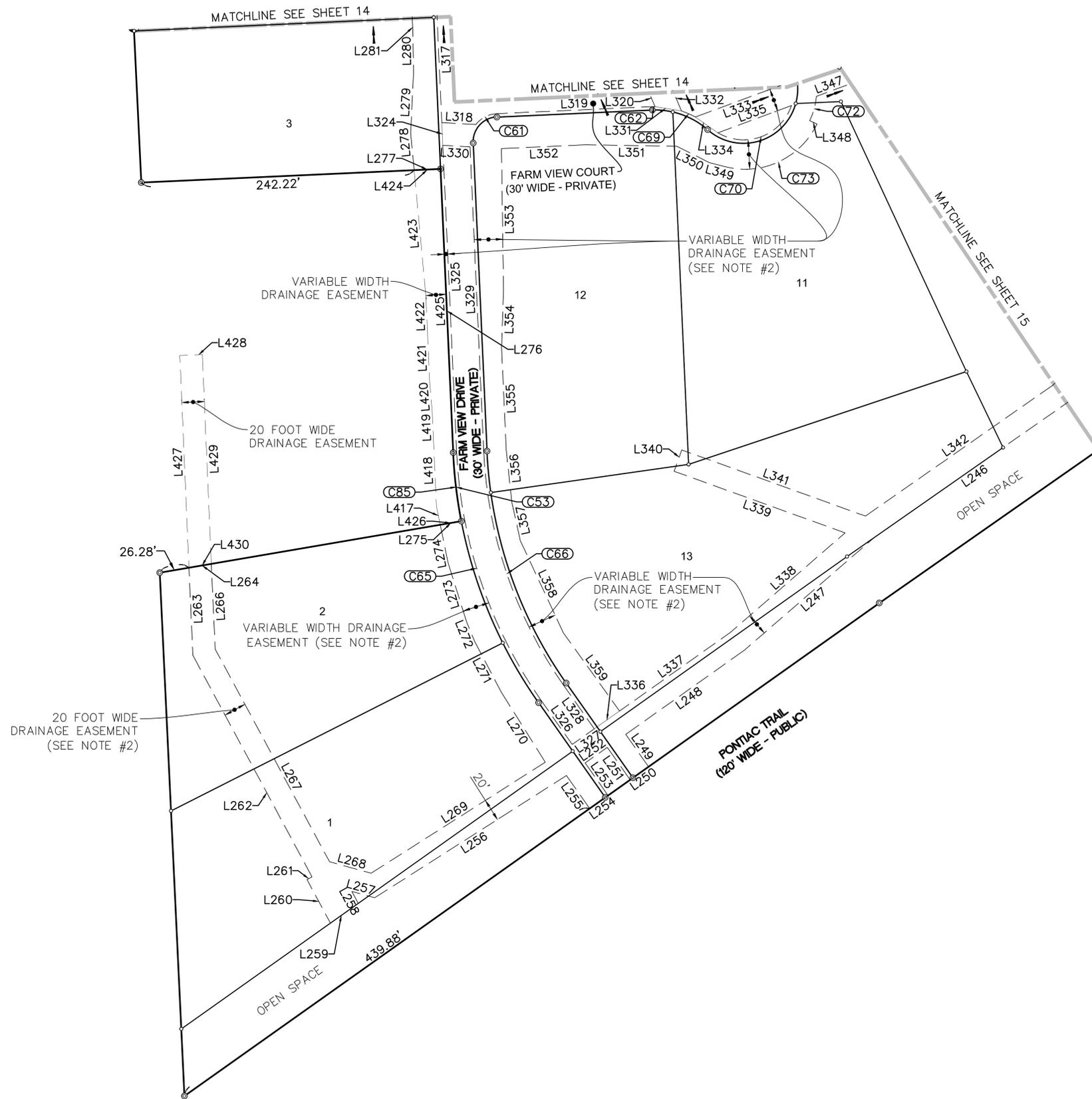
CLIENT  
 DIVERSE REAL ESTATE LLC  
 BECKWITH  
 TITLE AND DESCRIPTIONS

DATE  
 5/9/2023

6/15/2023  
 FRANCHISE EASEMENT  
 6/21/2023  
 TITLE EASEMENT  
 7/25/2023  
 PER ATTORNEY  
 4/19/2024  
 AMENDMENT NO. 1

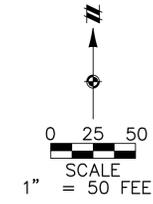
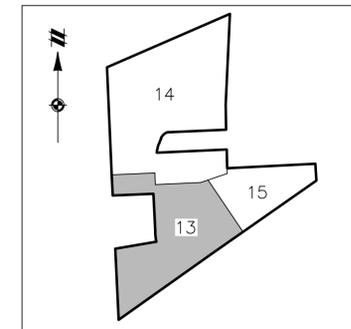
REVISIONS

DR. SW | CH. ART  
 P.M. J. CECIL  
 BOOK --  
 JOB 14001078  
 SHEET NO. 01



**LEGEND**

- ⊙ MONUMENT SET  
1/2" x 36" IRON BAR  
ENCASED IN 4" DIAMETER  
CONCRETE MONUMENT
- SET 1/2" x 18"  
IRON ROD
- ③ CURVE NUMBER
- TOTAL LENGTH
- 27** UNIT NUMBER
- R.O.W. RIGHT-OF-WAY



**NOTES:**  
 1. SEE SHEET 16 & 16A FOR LINE & CURVE TABLES.  
 2. ALL STORM DRAINAGE EASEMENTS ARE PRIVATE EASEMENTS TO WASHTENAW COUNTY WATER RESOURCES COMMISSIONER AND THE BECKWITH CONDOMINIUM ASSOCIATION FOR DRAINAGE.



PROPOSED DATED - APRIL 19, 2024

ARBEN TAHIRAJ  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001071258  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447.2000

**EASEMENT PLAN- STORM  
 UNITS 1-3, 11-13  
 BECKWITH 13**

**811**  
 Know what's below.  
 Call before you dig.  
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**NOTICE:**  
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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**ATWELL**  
 866.850.4200 www.atwell-group.com  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 248.447.2000

SECTION 3	TOWN 2 SOUTH, RANGE 6 EAST
	ANN ARBOR TOWNSHIP
	WASHTENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC  
 BECKWITH  
 EASEMENT PLAN- STORM UNITS 1-3, 11-13

DATE: 5/9/2023

6/15/2023	FRANCHISE EASEMENT
6/21/2023	FILE EASEMENT
7/25/2023	PER ATTORNEY
4/19/2024	AMENDMENT NO. 1

REVISIONS

DR.	SW	CH.	ART
	P.M.	J.	CECIL
BOOK	--		
JOB	14001078		
SHEET NO.	13		

CAD FILE: 1400107803-13 EAD.WG

LINE TABLE		
LINE #	BEARING	LENGTH
L200	N66°33'53"E	67.11'
L201	S86°52'59"E	170.01'
L202	S79°08'57"E	102.41'
L203	S64°53'09"E	68.53'
L204	S57°08'42"E	69.76'
L205	S46°14'25"E	53.97'
L206	S35°46'07"E	219.22'
L207	S02°47'08"W	23.96'
L208	S01°21'59"E	26.66'
L209	N35°46'07"W	257.21'
L210	N46°14'25"W	48.35'
L211	N57°08'42"W	15.44'
L212	S49°23'24"E	16.18'
L213	S40°22'49"E	52.73'
L214	S06°31'26"E	72.23'
L215	S08°26'36"E	53.94'
L216	S86°09'05"W	247.42'
L217	S06°31'26"E	105.80'
L218	S02°09'02"W	28.95'
L219	N87°25'02"E	310.61'
L220	N01°21'59"W	52.81'
L221	N88°38'01"E	20.00'
L222	S01°21'59"E	62.39'
L223	S87°25'02"W	374.08'
L224	S23°31'37"W	15.59'
L225	N87°25'02"E	20.24'
L226	S08°15'21"W	38.83'
L227	S02°34'58"E	125.17'
L228	N87°25'02"E	72.91'
L229	N84°56'37"E	68.20'
L230	N76°32'46"E	22.16'
L231	N63°17'08"E	17.95'
L232	N69°44'19"E	131.47'
L233	N01°21'59"W	155.13'
L234	N87°25'02"E	20.00'
L235	S01°21'59"E	158.55'
L236	S46°25'57"E	70.47'
L237	N60°29'20"E	29.47'
L238	S89°57'08"E	58.51'
L239	N76°29'27"E	24.97'
L240	N77°32'35"E	55.70'
L241	N89°14'09"E	16.40'
L242	S86°45'01"E	44.54'
L243	S55°21'02"W	176.04'
L244	S64°06'24"W	109.49'
L245	S43°48'10"W	67.37'
L246	S55°10'26"W	209.16'
L247	S49°10'29"W	152.05'

LINE TABLE		
LINE #	BEARING	LENGTH
L248	S54°45'20"W	128.66'
L249	S35°14'42"E	35.00'
L250	S54°45'18"W	20.00'
L251	N35°14'42"W	35.06'
L252	S55°03'00"W	24.00'
L253	S35°14'42"E	35.19'
L254	S54°45'18"W	20.00'
L255	N35°14'42"W	35.65'
L256	S57°35'27"W	201.28'
L257	N74°39'39"W	21.03'
L258	S28°21'33"E	11.94'
L259	S54°45'20"W	30.22'
L260	N28°21'33"W	43.73'
L261	N61°38'27"E	5.00'
L262	N28°21'33"W	222.33'
L263	N02°36'35"W	77.42'
L264	N80°22'01"E	20.15'
L266	S02°36'35"E	75.32'
L267	S28°21'33"E	213.48'
L268	S74°39'39"E	38.21'
L269	N57°35'27"E	182.98'
L270	N32°14'49"W	73.07'
L271	N27°51'16"W	50.31'
L272	N22°24'09"W	19.39'
L273	N17°33'00"W	54.14'
L274	N11°37'21"W	34.48'
L275	N80°22'01"E	19.00'
L276	N02°34'58"W	250.67'
L277	S87°25'13"W	23.42'
L278	N05°22'23"W	32.90'
L279	N02°46'10"E	53.98'
L280	N01°04'31"W	37.54'
L281	N02°34'58"W	84.97'
L282	N01°27'27"W	25.09'
L283	N06°26'52"E	68.05'
L284	N14°19'53"E	42.68'
L285	S87°25'02"W	237.45'
L286	S00°45'32"E	114.36'
L287	S89°14'28"W	20.00'
L288	N00°45'32"W	133.74'
L289	N87°25'02"E	260.24'
L290	N03°00'25"W	32.44'
L291	N13°20'53"E	20.34'
L292	N06°31'26"W	122.43'
L293	N86°09'05"E	236.67'
L294	N08°26'36"W	31.97'
L295	N06°31'26"W	63.60'
L296	N40°22'49"W	41.23'

LINE TABLE		
LINE #	BEARING	LENGTH
L297	N49°23'24"W	58.17'
L298	N70°06'54"W	57.37'
L299	N79°08'57"W	91.26'
L300	N86°52'59"W	93.12'
L301	S62°51'17"W	54.09'
L302	S28°46'52"W	56.80'
L303	S10°45'06"E	57.84'
L304	S79°14'54"W	30.00'
L305	N10°45'06"W	68.62'
L306	N28°46'52"E	76.77'
L307	N62°51'17"E	69.41'
L308	N86°52'59"W	123.11'
L309	S07°22'51"W	26.01'
L310	S06°01'02"E	67.10'
L311	S79°13'56"W	20.07'
L312	N06°01'02"W	79.09'
L313	N87°25'02"E	51.59'
L314	S39°14'14"W	26.65'
L315	S87°41'56"W	36.08'
L316	S23°31'37"W	18.47'
L317	S02°34'58"E	174.86'
L318	S86°47'37"E	30.17'
L319	N87°25'48"E	138.15'
L320	N23°17'06"W	25.74'
L321	S87°25'33"W	156.43'
L322	N02°34'58"W	145.16'
L323	N23°31'37"E	18.47'
L324	S02°34'58"E	20.10'
L325	S02°34'58"E	271.43'
L326	S35°14'42"E	47.30'
L327	N55°03'00"E	24.00'
L328	N35°14'42"W	47.42'
L329	N02°34'58"W	268.99'
L330	N86°47'37"W	24.12'
L331	S80°43'12"E	23.73'
L332	N23°17'06"W	32.63'
L333	S69°44'19"W	92.82'
L334	S54°53'24"E	24.31'
L335	S69°44'19"W	69.63'
L336	N54°52'46"E	27.40'
L337	N54°45'20"E	120.29'
L338	N49°10'29"E	134.47'
L339	N70°16'33"W	161.07'
L340	N19°43'27"E	20.00'
L341	S70°16'33"E	173.05'
L342	N55°10'26"E	202.53'
L343	N43°48'10"E	63.52'
L344	N35°00'43"W	155.24'

LINE TABLE		
LINE #	BEARING	LENGTH
L345	N55°58'22"W	97.20'
L346	N46°46'11"W	27.43'
L347	S69°44'19"W	63.40'
L348	S64°29'01"E	7.16'
L349	N75°10'51"W	14.05'
L350	N63°31'31"W	32.15'
L351	N89°03'24"W	80.55'
L352	S87°25'33"W	74.96'
L353	S00°49'05"E	124.89'
L354	S01°54'02"W	50.88'
L355	S02°34'58"E	90.36'
L356	S06°11'13"E	46.66'
L357	S12°32'33"E	34.63'
L358	S25°06'50"E	89.82'
L359	S35°49'28"E	85.20'
L360	N72°00'35"W	46.33'
L361	N46°25'57"W	26.61'
L362	S69°44'19"W	14.50'
L363	S67°31'25"E	30.61'
L364	N34°40'54"W	10.01'
L365	N55°19'07"E	208.52'
L366	N86°45'01"W	44.54'
L367	S89°14'09"W	16.40'
L368	S77°32'35"W	55.66'
L369	S76°29'27"W	24.40'
L370	S81°05'58"W	62.19'
L371	N36°33'14"W	32.67'
L372	N87°01'41"E	10.82'
L373	S36°33'12"E	21.30'
L374	N81°05'58"E	55.74'
L375	N76°29'27"E	24.09'
L376	N77°32'35"E	55.76'
L377	N89°14'09"E	16.40'
L378	S86°45'01"E	44.54'
L379	S55°10'24"W	216.67'
L393	N83°05'41"E	516.07'
L394	S60°14'27"E	100.55'
L395	S45°46'31"E	220.21'
L396	S26°27'09"W	12.05'
L397	N63°32'51"W	39.54'
L398	N26°27'09"E	14.75'
L399	N45°46'31"W	211.65'
L400	N60°14'27"W	95.97'
L401	S83°05'41"W	423.61'
L402	S06°54'19"E	8.92'
L403	S23°17'04"W	48.66'
L404	N82°32'34"W	31.80'
L405	N23°17'04"E	38.40'

LINE TABLE		
LINE #	BEARING	LENGTH
L406	N06°54'19"W	6.22'
L407	S01°21'59"E	129.03'
L408	S87°25'02"W	20.00'
L409	N01°21'59"W	119.03'
L410	S87°25'02"W	341.22'
L411	S37°47'44"W	41.33'
L412	S20°49'19"W	67.23'
L413	S08°15'21"W	19.36'
L414	S87°25'02"W	20.24'
L415	N23°31'37"E	15.59'
L416	N87°25'02"E	374.08'
L417	N11°37'21"W	16.70'
L418	N02°34'58"W	56.36'
L419	N02°34'58"W	26.85'
L420	N04°44'54"W	28.36'
L421	N02°28'23"W	38.57'
L422	N02°35'53"W	36.16'
L423	N05°22'23"W	111.20'
L424	N87°22'26"E	23.42'
L425	S02°34'58"E	250.69'
L426	S80°22'01"W	19.00'
L427	N02°28'03"W	187.52'
L428	N87°32'00"E	20.00'
L429	S02°28'00"E	185.00'
L430	S80°22'01"W	20.15'
L437	S27°52'49"E	6.40'
L438	S55°10'26"W	30.22'
L439	N27°52'49"W	6.63'
L440	N19°29'49"E	48.03'
L441	S19°29'49"W	46.85'
L451	S63°32'51"E	25.16'
L452	S02°47'08"W	10.92'
L453	S87°59'32"W	37.79'
L454	N02°34'23"W	10.00'
L455	N87°59'32"E	38.72'
L456	S82°32'34"E	25.07'
L457	S83°05'41"W	79.90'
L458	N02°34'23"W	10.03'
L459	S01°21'59"E	1.93'
L460	N65°44'24"W	98.58'
L461	N24°15'36"E	10.00'
L462	S65°44'24"E	94.50'
L463	S02°47'08"W	8.88'



PROPOSED DATED - APRIL 19, 2024

ARBEN TAHIRAJ  
 LICENSED PROFESSIONAL SURVEYOR NO. 4001071258  
 ATWELL, LLC  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 (248) 447.2000

# EASEMENT PLAN- STORM LINE TABLES BECKWITH 16

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

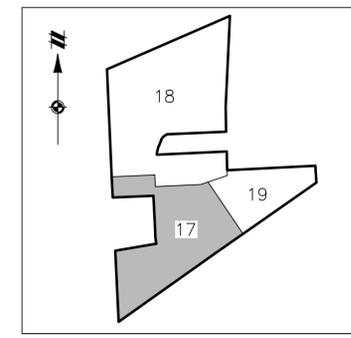
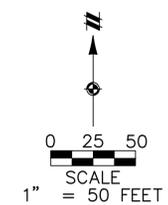
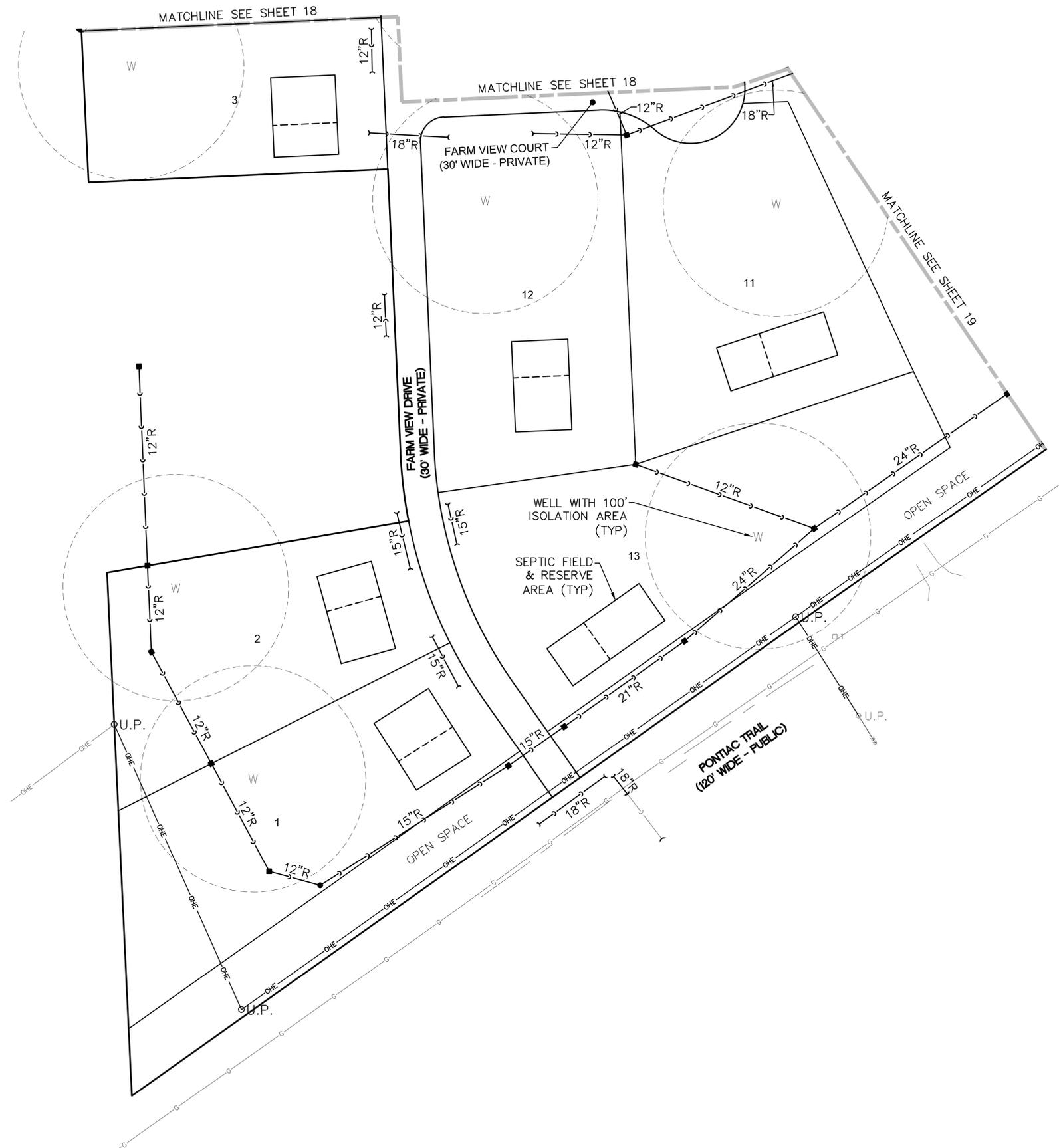
NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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866.850.4200 www.atwell-group.com  
 TWO TOWNE SQUARE, SUITE 700  
 SOUTHFIELD, MI 48076  
 248.447.2000

SECTION 3	TOWN 2 SOUTH, RANGE 6 EAST
ANN ARBOR TOWNSHIP	WASHTENAW COUNTY, MICHIGAN
CLIENT DIVERSE REAL ESTATE LLC BECKWITH	EASEMENT PLAN- STORM LINE TABLES
DATE 5/9/2023	6/16/2023 FRANCHISE EASEMENT 6/21/2023 FILE EASEMENT 7/15/2023 PER ATTORNEY 4/19/2024 AMENDMENT NO. 1
REVISIONS	
DR. SW   CH. ART	P.M. J. CECIL
BOOK	---
JOB	14001078
SHEET NO.	16

CAD FILE: 140010783-13 EAD.WG



KEY MAP  
NO SCALE

LEGEND

	PR. STORM
	PR. MANHOLE
	PR. CATCH BASIN
	PR. END SECTION
	PR. DRAIN TILE
	PR. OVERHEAD UTILITY
	PR. WELL
	PR. UTILITY POLE
	EXIST. UTILITY POLE
	EXIST. STORM SEWER
	EXIST. DRAIN TILE
	EXIST. UNDERGROUND GAS
	EXIST. OVERHEAD UTILITY

- NOTES:
1. ALL STREET AND UTILITY MAINS TO SERVE UNITS 1 AND 2 MUST BE BUILT.
  2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
  3. THE UNITS ARE BUILDING SITES ONLY.
  4. ALL INTERIOR ROADS ARE TO BE PRIVATELY OWNED AND MAINTAINED.
  5. EACH UNIT WILL BE SERVICED WITH PER-UNIT SEPTIC FIELDS AND ONSITE WELLS.
  6. ALL UNITS WILL BE SERVICED WITH TELECOM SERVICES BY LOCAL PROVIDERS, WITH ELECTRIC BY DTE AND GAS BY DTE AND WILL BE SHOWN ON THE AS-BUILT DRAWINGS.
  7. ALL STORM SEWER MAIN OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS.
  8. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
  9. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION ARE NOT SHOWN HEREIN, BUT WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATED - APRIL 19, 2024

ARBEN TAHIRAJ  
LICENSED PROFESSIONAL SURVEYOR NO. 4001071258  
ATWELL, LLC  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
(248) 447.2000

UTILITY PLAN- UNITS 1-3, 11-13  
BECKWITH 17

Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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ATWELL  
666.850.4200 www.atwell-group.com  
TWO TOWNE SQUARE, SUITE 700  
SOUTHFIELD, MI 48076  
248.447.2000

SECTION 3	TOWN 2 SOUTH, RANGE 6 EAST	ANN ARBOR TOWNSHIP	WASHTENAW COUNTY, MICHIGAN
CLIENT	DIVERSE REAL ESTATE LLC BECKWITH		
UTILITY PLAN-	UNITS 1-3, 11-13		
DATE	5/9/2023		
	6/15/2023 FRANCHISE EASEMENT		
	6/21/2023		
	7/25/2023		
	PER ATTORNEY		
	4/19/2024		
	AMENDMENT NO. 1		
REVISIONS			
DR.	SW	CH.	ART
	P.M.	J.	CECIL
BOOK	--		
JOB	14001078		
SHEET NO.	17		

CAD FILE: 140010783-17 UT.DWG

# MEMORANDUM

**TO:** Ann Arbor Charter Township Board  
**FROM:** Debani T. Gordon Lehman  
**DATE:** May 6, 2024  
**RE:** Request for Approval: Change of Control Over 123.Net

---

On February 13, 2019, the Township issued a Right-Of-Way Telecommunications Permit (“Metro Act”) to 123.Net. Pursuant to Section 11 of the Permit, until 123.Net has completed the construction of the facilities identified in Exhibit A of the Permit, 123.Net must obtain approval from the Township for any changes in control. On April 22, 2024, the Township received a Request for Approval of Transfer of Control Over 123.Net (“Request”), attached hereto as Exhibit A.

If the Township questions any of the information contained in the Request or supporting documents, it must notify the applicant within 30 days of receipt of the application, which would be May 22, 2024. If there is no such notice, the information contained in the application shall be deemed to be accepted. Accordingly, upon review of the materials, if the Township has any questions about any of the information, it must notify the applicant within 30 days of receipt of the application, which would also be May 22, 2024.

According to the documents presented to the Township, 123.Net signed a Membership Interest Purchase Agreement (the “Agreement”) with 123Net Holdings, LLC (“Holdings”). Holdings is owned by a group of funds managed by Grain Management, LLC (“Grain”), and under the terms of the Agreement, Holdings will control 123.Net once the transactions contemplated under the Agreement closes, thus there will be a change in control of 123.Net, which in turn requires the Township’s approval of such change under the Permit.

Pursuant to the Permit, the Township approval shall not be “unreasonably” withheld, provided the new person or entity agrees to accept the covenants of the Permit and demonstrates to the Township that it is financially, technically and administratively capable of performing the original permittee’s obligations. In the Request, it states “[u]nder Holdings’ ownership, 123.Net will remain qualified to perform all of the obligations under the Permit and applicable law, including without limitation all reporting, insurance and performance bond requirements.” Additionally, it states “Holdings’ investment in 123.Net will provide the company with financial and operational backing to support a successful completion of the pending METRO Act deployment.” Based upon these statements, it appears that Holdings accepts the covenants of the current Permit.

Thus, the Township must determine whether Holdings has the financial, technological and administrative capability to perform under the Permit. The request provides information about these capabilities. Specifically, the request states:

Grain invests in and manages communications businesses in the United States and other jurisdictions. On behalf of its investors, Grain focuses on investing in communications infrastructure and services, including fiber, towers, spectrum, small cells, satellites, and other telecommunications services. Collectively, Grain Management's investment team has over 100 years of experience as industry operators and private equity professionals. Its founder and Chief Executive Officer, David Grain, has over 25 years of experience in industry and 15 years in private equity.

The Request further provides Grain manages funds that own other carriers in and near the Midwest.

If the Township determines that the request should be granted, we will submit the Consent to Change in Control of 123Net form provided as an attachment to the request. The Township may approve or deny the Request for Approval of Transfer of Control Over 123.Net via a Motion at the next Board Meeting.



**April 25, 2024**

## **REQUEST FOR APPROVAL OF TRANSFER OF CONTROL OVER 123.NET**

This is a request to you under Section 11 of the METRO Act Right-Of-Way Permit (the “Permit”) agreed to between your municipality and 123.Net, Inc. (“123.Net”), providing access to public rights-of-way in your municipality.

On April 11, 2024, 123.Net signed a Membership Interest Purchase Agreement (the “Agreement”) with 123Net Holdings, LLC (“Holdings”). Holdings is owned by a group of funds managed by Grain Management, LLC (“Grain”), and under the terms of the Agreement, Holdings will control 123.Net once the transactions contemplated under the Agreement close.

Under Section 11 of the Permit, until 123.Net has completed the construction of the facilities identified in Exhibit A of the Permit, your municipality’s prior approval is sought prior to a change in control of 123.Net.

**Accordingly, by this notice, 123.Net requests that your municipality approve the change of control of 123.Net at the earliest possible opportunity. You can do so by returning the attached notification by email to [permits@123.net](mailto:permits@123.net) or by mail to 123NET, ATTN Permitting Department, 24700 Northwestern Hwy, Suite 700, Southfield MI 48075.**

Grain invests in and manages communications businesses in the United States and other jurisdictions. On behalf of its investors, Grain focuses on investing in communications infrastructure and services, including fiber, towers, spectrum, small cells, satellites, and other telecommunications services. Collectively, Grain Management’s investment team has over 100 years of experience as industry operators and private equity professionals. Its founder and Chief Executive Officer, David Grain, has over 25 years of experience in industry and 15 years in private equity. Grain manages funds that own other carriers in and near the Midwest, including:

- Great Plains Communications LLC, Great Plains Communications Long Distance LLC, and Great Plains Broadband LLC, which are authorized to provide telecommunications services in Colorado, Kansas, Nebraska, and South Dakota.
- InterCarrier Networks, LLC, which is authorized to provide telecommunications services in Illinois, Indiana, and Kentucky.
- Miles Communications, LLC; Sunman Telecommunications, LLC; and Sunman Telecommunications Long Distance, LLC, which are authorized to provide telecommunications services in Indiana.

Holdings’ investment in 123.Net will provide the company with financial and operational backing to support a successful completion of the pending METRO Act deployment and facilitate the provision of high-quality service to consumers throughout Michigan. Under Holdings’ ownership, 123.Net will remain qualified to perform all of the obligations under the Permit and applicable law, including without limitation all reporting, insurance and performance bond requirements.

The 123.Net contact for this notice is Amanda Griffith. Please reach out if you have any questions.

## CONSENT TO CHANGE IN CONTROL OF 123.NET

On behalf of the municipality stated below (“Municipality”), I consent to the change of control of 123.Net, Inc. (“123.Net”) to 123Net Holdings, LLC pursuant to a Membership Interest Purchase Agreement signed April 11, 2024 (“Agreement”).

I am providing this consent as required under Section 11 of the METRO Act license issued by the Municipality to 123.Net, Inc. I am authorized to issue this consent on behalf of the Municipality under all applicable ordinances or other requirements of the Municipality, and acknowledge and agree that 123.Net is entitled to rely on this authorization to complete the transactions contemplated by the Agreement.

On behalf of \_\_\_\_\_:  
Municipality Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made between Ann Arbor Charter Township (the "Township") and **Bill Lawrence** (the "Contractor"), effective on the Effective Date below. The Township and the Contractor are, collectively, "Parties."

WHEREAS, the Township desires to retain the Contractor as an independent contractor for the purposes of providing the services described herein; and

WHEREAS, the Contractor desires to be retained by the Township to provide the services described herein;

THEREFORE, in consideration of these premises, and the mutual terms, benefits, and covenants, and for other valuable consideration, the receipt and sufficiency acknowledged, the Parties agree as follows:

1. **Engagement of Contractor.** The Township hereby retains the Contractor as an independent contractor to perform the duties and services described in this Agreement upon the terms and conditions set forth herein, and the Contractor hereby accepts such engagement.
2. **Contractor's Services.** Contractor is expected to perform the following services for the Township in accordance with processes and procedures agreed to by Contractor and the Township's Building Official. Contractor shall utilize Contractor's best efforts in performing Services as an independent contractor for Township. Contractor shall not subcontract for the performance of Services under this Agreement. Contractor shall devote such business time, attention, and skill as shall be necessary to perform the Services under this Agreement.
3. **Payment.** Contractor shall be paid by the Township for Services in the amount of \$ 125 per hour plus mileage -\$ .65 per mile calculated from the Ann Arbor Township Office to work location - completed in accordance with this Agreement. Contractor is expected to work the hours necessary to complete the Services. Contractor shall submit a monthly invoice in person or via fax, email or regular mail to the Township office at 3792 Pontiac Trail, Ann Arbor, Michigan 48105 for Services performed. Contractor's invoice shall include a copy of the work history for each inspection performed during the invoice period, which provides the date and location of the inspection, the type of inspection, the permit number, and Contractor's workers present. Contractor's invoices are reviewed and approved by the Township Building Official and paid within 30 days.
4. **Term.** This Agreement shall terminate one (1) year from the Effective Date, unless terminated earlier by either party. This Agreement may be terminated by either party at any time and for any or no reason by giving written notice to the other party. The Township requests that Contractor provide fifteen (15) days' prior written notice of termination. Upon such termination, Contractor shall immediately submit any outstanding invoices. The Parties may extend this Agreement in writing upon mutual agreement.
5. **Independent Contractor Relationship.** Contractor agrees that:
  - (a) Contractor is an independent contractor and not an employee of Township. As such, Township is concerned solely with the results obtained by Contractor. Contractor will use its own professional judgment to determine the manner and method by which Services are performed under this Agreement. Contractor is not entitled to any benefits of Township's employees, and Contractor is responsible for its own costs and legal responsibilities of

doing business, including but not limited to taxes, workers' compensation, equal opportunity compliance, immigration requirements, and employment benefits. Contractor is free to take on additional work engagements with other entities if they do not conflict or interfere with the obligations set forth in this Agreement.

- (b) Contractor waives all compensation and benefits other than the payments in Section 3.
  - (c) Contractor will receive a Form 1099, and no taxes will be taken out of Contractor's payments. Contractor will have the sole and exclusive responsibility for paying applicable taxes to the state and federal governments. Contractor agrees to indemnify and hold harmless Township for any taxes, fines, or claims arising out of this arrangement as a 1099 contractor.
  - (d) Contractor has no authority to create any obligations for Township or bind Township to any contractual obligations with a third party.
6. **Means of Services.** Contractor shall control the means of performance of the Services. Contractor shall be available for consultations or meetings as requested by Township. Contractor shall otherwise choose Contractor's hours and place of work. Contractor shall comply with deadlines established by Township for completion of the Services.
7. **Equipment and Tools.** Contractor shall utilize Contractor's own vehicle, business machines, Internet access, telephones, and other necessary equipment and supplies for the performance of the Services.
8. **Non-Disclosure of Confidential Information and Trade Secrets.** Contractor shall not, during or after the term of this Agreement, divulge, furnish, use, or make accessible to any person or business entity, any information, trade secrets, technical data, or know-how relating to the Township and/or its practices, methods, marketing strategies, financial information, pricing policies, customer/clients served information, formulations, processes, personnel and human resources information, strategic plans, proposed agreements, or other confidential or secret aspect of the business of Township, except as may be required in good faith in the course of the Services or by law, without the prior written consent of Township, unless such information shall become public knowledge (other than by reason of Contractor's breach of the provisions hereof). Contractor shall execute any additional confidentiality and intellectual property agreements reasonably required by the Township.
9. **Non disparagement.** During the term of this Agreement and thereafter, Contractor shall not make disparaging oral or written statements regarding Township or Township's members, officers, or employees, unless compelled by law to do so or in the constructive interest of Township in the performance of the Services under this Agreement.
10. **Representation.** Contractor represents that Contractor's engagement by Township and the performance of the Services do not, and shall not, breach any other agreement, including any agreement with an employer or a prior employer, to which Contractor may be subject. Contractor shall not disclose to Township, and Township shall not request that Contractor disclose, any trade secrets or confidential or proprietary information of any other entity.

11. **Survival.** Any terms of this Agreement which by their nature extend beyond its termination shall remain in effect until fulfilled.
12. **Notice.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested at the address of the party last made known to the sending party.
13. **Liability Limitations and Indemnification.** Township shall not be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, or lost profits or business interruption losses, in connection with this Agreement. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend Township with regard to all claims or losses relating to any breach of this Agreement by Contractor, the Services, and/or claims by any person through Contractor.
14. **Work Product; Ideas, Concepts, and Inventions.** Contractor acknowledges and agrees that all designs, works of authorship, data, software, notes, records, drawings, memoranda, and/or other documents that are made, revised or compiled by Contractor and ideas, concepts, marketing programs, or service made or conceived by Contractor, either solely or in collaboration with others, during the course of the Services to or for the benefit of Township shall be deemed "Work Product," and the Work Product, along with any patent, copyright, trade secret, and other intellectual property rights related thereto (registered or unregistered), are and shall be vested in Township and assigned by Contractor to Township as Township's exclusive property. The parties intend that all Work Product shall be work-for-hire and, to the extent any Work Product is deemed to not qualify as work-for-hire for any reason, Contractor hereby assigns such Work Product to Township and authorizes Township to take any and all action, as its attorney-in-fact, to evidence Township's ownership of such items. Contractor agrees to execute any and all documents prepared by Township and to do all other lawful acts as may be required by Township to establish, document, and protect such rights.
15. **General.** No change or modification of any part of this Agreement shall be valid unless such change or modification is made in writing and signed by both Contractor and an authorized representative of Township. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the party alleged to have waived its right under the Agreement. This Agreement is the entire agreement of the Parties related to the subject matter hereof and supersedes any prior or contemporaneous oral or written promises or representations. This Agreement cannot be assigned by Contractor or Township. This Agreement shall be governed by the laws of the State of Michigan. Any claims relating to this Agreement shall be brought within one (1) year after the event giving rise to the cause of action.

ACCEPTED AND AGREED TO ON THE DATES BELOW TO BE EFFECTIVE  
ON May 1, 2024 ("Effective Date").

**Bill Lawrence**

"Contractor"

Urban Forestry Consultants LLC  
By: William Lawrence  
Its: Pres./Owner  
Address: 8300 Waters Rd  
Ann Arbor MI 48103

Date Signed: May 6, 2024

ANN ARBOR CHARTER TOWNSHIP

"Township"

Peter P. Pace  
By: Peter P. Pace  
Its: Building Official  
Address: 3792 Pontiac Trail  
Ann Arbor, MI  
48105

Date Signed: 5-6-24

Diane O'Connell

By: Diane O'Connell

Its: Township Supervisor

Address: 3792 Pontiac Trail  
Ann Arbor MI

Date Signed: 5/6/24

**BOARD OF TRUSTEES  
ANN ARBOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION ESTABLISHING BLUEBERRY LANE  
SPECIAL ASSESSMENT DISTRICT  
UNDER MICHIGAN ACT 188 OF THE PUBLIC ACTS OF 1954, AS AMENDED  
MAY 20, 2024**

Resolution adopted at a regular meeting of the Board of Trustees (the “Township Board”) of the Charter Township of Ann Arbor (the “Township”), Washtenaw County, Michigan, held at the Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan on May 20, 2024 at 7:30 p.m., and available electronically via Zoom video conference which was open and made available to the public via a registration link and dial in number located on the website for the Township.

PRESENT:

ABSENT:

Motion by Trustee:

**RECITALS**

A. Petitions (the “Petitions”) were submitted to the Ann Arbor Charter Township Board of Trustees requesting establishment of a special assessment district to serve certain properties in the Blueberry Lane, Englave Drive and Danbury Lane neighborhood of the Township (“Proposed District”), pursuant to Public Act 188 of 1954, as amended, MCL 41.721 *et seq.*, (the “Act 188”); and

B. The Washtenaw County Road Commission (“WCRC”) and the Township Board caused to be prepared and considered plans (“Plans”) describing (i) the proposed Blueberry Lane, Englave Drive and Danbury Lane public roadway improvements (the “Improvements”) to serve the Proposed District; (ii) the location of the Proposed District; and (iii) the estimated cost of the Improvements (on a fixed or periodic basis as appropriate) (“Estimate of Costs”), and the Township Board has ordered the Plans to be filed with the Township Clerk.

C. The WCRC has indicated its approval of the Plans showing the Improvements and the Estimate of Costs and it is expected that the WCRC will agree to undertake all engineering, inspections and contracting related to the Improvements.

D. The Plans indicate that the total Estimate of Costs for the Improvements is expected to be approximately \$230,000.00. Funding of the Improvements will be as follows: (i) 90% from special assessment of property owners within the Proposed District, and (ii) 10% from the Township general fund.

E. The Board directed that a public hearing be held on May 20, 2024 at 7:30 p.m. at the Ann Arbor Charter Township Hall, 3792 Pontiac Trail to hear any objections to the Petitions, the Improvements, the Plans or the Proposed District.

F. The public hearing was preceded by proper notice published twice in a newspaper of general circulation in the Township, with the first notice at least ten (10) days before the date of the hearing, and mailing of the notice by first class mail to each record owner of, or party in interest in, property to be assessed within the Proposed District whose name appears upon the last Township tax assessment records, at least ten (10) days before the public hearing, all in accordance with Act 188 and other applicable laws.

G. In accordance with such notices, a hearing was held on May 20, 2024 at 7:30 p.m. at the Ann Arbor Charter Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan 48105 and all persons were given the opportunity to be heard on the Petitions, the Improvements, the Plans and the Proposed District.

H. The Township Board has determined that establishment of the Blueberry Lane Special Assessment District for the Improvements is in the best interests of Ann Arbor Charter Township and the Proposed District.

### **RESOLUTION**

NOW, THEREFORE, IT IS RESOLVED BY the Ann Arbor Charter Township Board of Trustees that:

1. The Township Board determines that the Petitions for the establishment of the Blueberry Lane Special Assessment District for construction of the Improvements within the area described on attached Exhibit A were properly signed by the record owners of land constituting more than fifty percent (50%) of the total frontage of the road in the Proposed District.

2. The Township Board does hereby create, determine and define a special assessment district to be known as the Blueberry Lane Special Assessment District (“District”) against which 90% of the costs of the Improvements shall be assessed according to benefits received, which District is described and depicted on attached Exhibit A.

3. The Township Board acknowledges that the WCRC has approved the Plans for the Improvements to serve the District as prepared by WCRC’s engineer, and the Estimate of Costs for the completion of the Improvements is \$230,000.00. 90% of such cost shall be specially assessed to property owners in the District, with the balance of the funds paid as described in Recital D above. The Improvements shall be completed in accordance with the Plans. The term of the District is such time as the Board shall determine for payment.

4. The Township Board directs the Township Supervisor and Township Assessor to make a special assessment roll for the District (“Roll”) in which shall be entered and described all of the parcels of land within the District to be assessed for the cost of the Improvements, including the names of the owners of each parcel, and the total amount to be assessed against each parcel, which

amount shall be the relative portion of the whole amount to be levied against all parcels in the District as the benefit to the parcel bears to the total benefit to all parcels in the District.

5. When the Roll has been completed, the Supervisor shall certify that the Roll was made pursuant to this Resolution adopted May 20, 2024 and that the Roll conforms to the directions contained in this Resolution and the requirements of Act 188 and other applicable laws and statutes to the Supervisor’s best judgment.

6. Upon completion of the Roll by the Supervisor and reporting of the Roll to the Township Board, the Roll shall be filed with the Township Clerk, and the Township Board shall set a date and time for a public hearing on the Roll to meet, review and hear any objections to the Roll.

7. The Township Board reserves the right to terminate the District in the event that the sources of funding described above do not become available, or for other reasons, in the Township’s discretion.

AYES:

NAYES:

ABSTAIN:

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Diane O’Connell  
Ann Arbor Charter Township Supervisor

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF WASHTENAW            )

I certify that the foregoing is a true and complete copy of a resolution adopted by the Ann Arbor Charter Township Board of Trustees, County of Washtenaw, State of Michigan, at a regular meeting held on May 20, 2024, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Rena Basch  
Ann Arbor Charter Township Clerk

Dated: \_\_\_\_\_

**BLUEBERRY LANE SPECIAL ASSESSMENT DISTRICT**  
**Exhibit A**  
**Description of BLUEBERRY LANE Special Assessment District**

Proposed Special Assessment District

Blueberry Lane, Englave Dr and Danbury Ln

Ann Arbor Township, Section 18

Proposed Improvement Area highlighted in dashed orange line "-----"



**ANN ARBOR CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
AMENDMENT TO CROSS CONNECTIONS CODE SECTIONS 70-43 THROUGH 70-45  
ORDINANCE NO. 5-2024, Second Reading**

\_\_\_\_\_, 2024

The Ann Arbor Charter Township Board of Trustees ordains and adopts the following amendments to Chapter 70, Sections 70-43 through 70-45 [**new language underlined, deleted language ~~stricken~~**]

**Section 1. Amendment of Section. 70-43.**

Section 70-43 shall be amended as follows:

Sec. 70-43. - Cross connections prohibited.

A temporary or permanent unprotected cross connection between the Township public water supply system and any source, piping, or system that may contain nonpotable water or other substances is prohibited. The water supply cross connection rules of the Michigan Department of ~~Environmental Quality, Water Bureau,~~ Environment, Great Lakes and Energy (“EGLE”) or successor agency, pursuant to the Michigan Safe Drinking Water Act, being Mich. Admin. Code R 325.11401—R 325.11407, as amended, are adopted by reference. ~~No person shall violate such rules.~~ A violation of such rules is a violation of this article.

**Section 2. Amendment of Section 70-44.**

Section 70-44 shall be amended as follows:

Sec. 70-44. – Inspections and Right of entry.

The department shall ~~cause~~ or require inspections to be made, of all parcels or premises served by the system where cross connections with the public water supply system may be possible. The frequency of inspections shall be established by the department as approved by ~~EGLE, the Michigan Department of Environmental Quality, Water Bureau.~~ After providing reasonable notice to the owner, tenant or occupant, the department or its authorized designee shall have the right to enter at any reasonable time any property served by a connection to the public water supply system of the Township for the purpose of inspecting the piping system or systems thereof for cross connections. It shall be the duty of The owner, tenants or occupants of any parcel or premises served by the system ~~shall~~ to furnish ~~to~~ the department ~~or its designee~~ upon request any pertinent information regarding the piping system or systems on such parcel or premises. If an inspection reveals a cross connection with the public water supply system exists, the owner, tenants or occupants of the parcel or premises shall take all actions determined necessary by the department within the time period specified by the department to eliminate the cross connection. Failure by the owner, tenant or occupant to take such action is a violation of this article. The Township may designate, through approval by resolution of a cross connection control program, a single entity to conduct any or all inspections required by this section and charge the cost of such inspections in accordance with Section 70-81 as amended.

**Section 3. Amendment of Section 70-45.**

Section 70-45 is amended as follows:

Sec. 70-45. - Discontinuing water service.

The department may discontinue water service to any parcel or premises where there is evidence that a cross connection exists in violation of this article. Any discontinuance of service shall be in the manner and upon such notice as determined by the cross connection control program approved by resolution of the Township Board. Failure to permit entry and inspection of the piping system on the parcel or premises or to provide pertinent information requested by the department or its designee shall be evidence of a connection in violation of this article.

**Section 4. Severability.**

The provisions of this Ordinance are hereby declared to be severable and if any part is declared invalid for any reason by a court of competent jurisdiction it shall not affect the remainder of this Ordinance which shall continue in full force and effect.

**Section 5. Effective Date.**

This Ordinance shall take effect upon publication as provided by law.

Motion By:

Second By:

YEAS:

NAYS:

Abstain:

Absent:

ORDINANCE DECLARED ADOPTED

CERTIFICATION

It is hereby certified that the foregoing Ordinance was adopted by the Township Board of Ann Arbor Charter Township, Washtenaw County, Michigan at a meeting of the Board duly called and held on \_\_\_\_\_, 2024.

ANN ARBOR CHARTER TOWNSHIP

By: \_\_\_\_\_  
Diane O'Connell, Supervisor

By: \_\_\_\_\_  
Rena Basch, Clerk

First Reading:  
Second Reading:  
Approved by Board:  
Publication date:  
Effective Date:

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**Ann Arbor Township, Michigan**

# **Cross Connection Control Program**

Second Edition

May 2024



**DRAFT**

# Ann Arbor Township Cross Connection Control Program

## Program Summary

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The Ann Arbor Township water supply obtains treated water from the City Ann Arbor at three supply points located on the western boundary. The Township supplies water to approximately 1,000 people and has an average daily demand of 0.36 million gallons.

The Township's water distribution system was originally constructed in 1985 and consists of water mains varying in size from 8 to 16 inches in diameter. The system is comprised of two pressure districts, one that serves most of the Township and another that serves the southernmost area around the Washtenaw Community College. In addition to the three supply points, the system also contains a 500,000 gallon ground storage tank and a booster station.

Safeguarding the public water system is an essential part of our mission to protect public health. Each connection to the public water system, whether it is a residential home or a commercial business, represents an opportunity for non-potable and contaminants to enter the public water system. To protect against this occurrence, the Township established a service area wide Cross Connection Control Program. Program responsibilities include reviewing all connections to the public water system, assessing the degree of hazard, and determining the appropriate level of protection.

The intended goal of this manual is to serve as the primary means of communicating Program requirements. It is our hope that the information contained in this manual is helpful and informative.

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## 1.01 INTRODUCTION

Ann Arbor Township (Township) has a responsibility to provide its customers at the service connection with water that is safe under all foreseeable circumstances. In the exercise of this responsibility, the Township must implement, administer, and maintain ongoing backflow prevention and cross connection control programs to protect public water systems from the hazards originating on the premises of their customers and from temporary connections that may impair or alter the water in the public water system. The return of any water to the public water system after the water has been used for any purposes on the customer's premises, or within the customer's piping system is not acceptable.

A cross connection is defined as any actual or potential physical connection between a public water system or the consumer's water system and any source of non-potable liquid, solid, or gas that could contaminate the public water supply by backflow. Cross connections exist in all plumbing systems.

There are numerous well-documented cases where drinking water has been contaminated via unprotected cross connections. These cases have caused illness, injury, and in some instances, death to consumers served by the system. By implementing a Cross Connection Control Program, the Township can reduce the risk of contamination to their system.

## 1.02 AUTHORITY

In the United States, the federal government, under the Safe Drinking Water Act (SDWA) has jurisdiction over the public health aspects of the drinking water supply. State governments also have jurisdiction over matters of public health related to the supply of water. The state regulations cannot supersede the federal regulations; however, they may be more stringent than the federal regulations. Lower levels of government within a state, with the authority of the state, may impose other regulations or more stringent regulations not in conflict with state regulations.

In the State of Michigan, public water systems are governed by the Michigan Safe Drinking Water Act, PA 399, or the latest amendment, and the Administrative Rules, contain the cross-connection rules that public water systems must follow regarding cross connection control.

The authority to carry out and enforce a local cross connection control program is in accordance with Ann Arbor Township Municipal Code, Chapter 70, Article II, Division 1.

## 1.03 DEFINITIONS

### ***Accessible***

Capable of being reached for testing and maintenance, when referring to a backflow prevention assembly. However, it may require the removal of an access panel, door or similar obstruction.

### ***Administrative Authority***

The individual official, board, department, or agency established and authorized by a state, county, township, or other political entity created by law to administer and enforce the provisions of the cross-connection control program. In this case this refers to Ann Arbor Township Utilities Department.

### ***Air Gap (AG)***

A physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An “approved air gap” shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the receiving vessel; in no case less than 1 inch.

### ***Approved***

Accepted by the Administrative Authority as meeting an applicable standard, specification, requirement, or as suitable for the proposed use.

### ***Approved Testing Laboratory***

The Foundation for Cross Connection Control and Hydraulic Research of the University of Southern California (FCCC & HR) and the American Society of Sanitary Engineers (ASSE).

### ***Approved Water Supply***

Any public potable water supply which has been investigated and approved by the Michigan Department of Environmental Great Lakes and Energy (EGLE). The system must be operating under a valid EGLE permit.

### ***Atmospheric Vacuum Breaker (AVB)***

A device that allows air to enter the water supply line when the pressure in the public water system is reduced to zero or below. During normal flow, a float within the device is pushed up and seals the air inlet. When a backsiphonage condition develops, the float drops and allows air to enter through the air inlet, thus preventing backsiphonage.

### ***Auxiliary Water Supply***

Any water supply on or available to the premises other than the Water Utility’s approved public potable water supply. These auxiliary water supplies may include water from another utility’s public potable water supply, or any other natural source such as a well, spring, river, stream, harbor, etc. They may be polluted or contaminated or they may be objectionable and constitute an unacceptable water source over which the Water Utility does not have sanitary control.

## ***Backflow***

Backflow is the flow of water (or other solid, liquid or gas from any source) back into the potable water supply, and is caused by either backpressure or backsiphonage.

## ***Backflow Prevention Assembly***

Any effective assembly used to prevent backflow into a potable water system. The type of assembly used shall be based on the existing or potential degree of hazard and backflow conditions. The types of backflow prevention assemblies include:

- Atmospheric Vacuum Breaker (AVB)
- Double Check Valve Assembly (DCVA)
- Double Check Detector Assembly (DCDA)
- Pressure Vacuum Breaker Assembly (PVB)
- Reduced Pressure Principle Backflow Assembly (RPZ)
- Reduced Pressure Principle Detector Assembly (RPDA)

## ***Backpressure***

Backpressure occurs when the pressure on the consumer's side of the water meter is greater than the pressure on the public water system. This could occur as result of pumps, elevated piping, steam pressure, air pressure, etc.

## ***Backsiphonage***

Backsiphonage is a form of backflow due to the reduction in system pressure, which causes a sub-atmospheric pressure to exist in the public water system. This can occur as a result of a sudden drop in the public water system pressure resulting from such actions as a water main break, operation of a fire hydrant, or a loss of pumping capacity in the system.

## ***Certified Backflow Prevention Assembly Tester***

A person who has proven ability in field testing backflow prevention assemblies to the satisfaction of the Water Utility, either directly or through a third-party certification program. Each person who is certified shall be conversant in applicable laws, rules and regulations, and have had experience in plumbing or pipe fitting or have other equivalent qualifications in the opinion of the Water Utility.

## ***Containment (Service Protection)***

The appropriate type or method of backflow prevention at the service connection, commensurate with the degree of hazard of the consumer's potable water system.

## ***Contaminant***

Any substance that shall impair the quality of potable water by sewage, industrial fluids, waste liquids, compounds, or any other materials, solids, gases, or liquids, in such a way as to create an actual hazard to the public health through poisoning or the spreading of disease, etc.

## ***Critical Level***

The minimum elevation above the flood level rim of the fixture or receptacle served, downstream piping and water uses on atmospheric vacuum breakers, pressure vacuum breakers, and spill-resistant vacuum breakers, at which the unit may be installed. This is indicated by the marking “C-L” or C/L. When a AVB, PVB, or SVB does not bear a critical level marking, the bottom of the assembly shall constitute the critical level.

## ***Cross Connection***

Any actual or potential connection or structural arrangement between a public or a customer’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system, any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which or because of which, backflow can occur, are considered to be a cross connection.

- A *direct cross connection* is a cross connection which is subject to both backsiphonage and backpressure.
- An *indirect cross connection* is a cross connection which is subject to backsiphonage only.

## ***Customer***

The owner or operator of an on-site water system(s) having a service from a public potable water system.

## ***Customer’s Potable Water System***

The portion of the privately owned potable water system lying between the point of delivery and the point of use. This system includes all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, store or utilize the potable water.

## ***Customer’s Water System(s)***

Any water system located on the customer’s premises whether supplied by a public water system or an auxiliary water supply. The system or systems may be either a potable water system or an industrial piping system.

## ***Degree of Hazard***

Either a pollutant (non-health hazard) or contaminant (health hazard), derived from the assessment of the materials which may come in contact with the distribution system through a cross connection.

## ***Double Check Valve Backflow Prevention Assembly (DCVA)***

An assembly composed of two independently acting check valves, including tightly closing resilient-seated shutoff valves attached at each end of the assembly, and fitted with four properly located resilient-seated test cocks. This assembly shall only be used to protect against a non-health hazard (i.e., pollutant).

### ***Double Check Detector Backflow Prevention Assembly (DCDA)***

A specially designed assembly composed of a line-size double check valve assembly with a bypass containing a water meter and an approved double check valve assembly. The meter shall register accurately for rates of flow up to 2 gpm and shall show a registration for all rates of flow. This assembly shall only be used to protect against a non-health hazard (i.e., pollutant). The DCDA is primarily used in fire sprinkler systems.

### ***Field Testing***

A procedure to determine the operational and functioning status of a backflow prevention device.

### ***Health Hazard (High Hazard)***

A cross connection or potential cross connection involving any substance that could, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

### ***Hose Bibb Vacuum Breaker (HBVB)***

A device similar to AVB's, consisting of a spring-loaded check valve that is normally in the closed position, and a vent, that is normally in the open position. When the device is pressurized, the check valve will open and the vent will close allowing water to flow through the device. Under a backsiphonage condition, the check valve will close and the vent will open allowing air into the system to prevent the backsiphonage from occurring.

### ***Hospital***

Any institution, place, building, or agency which maintains and operates facilities for one or more persons for the diagnosis, care, and treatment of human illness, including convalescence and care during and after pregnancy or to which persons may be admitted for overnight stay or longer. The term hospital includes sanitarium, nursing homes, and maternity homes.

### ***Industrial Fluids***

Any fluid or solutions which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration, which would constitute a hazard if introduced into an approved water supply.

### ***Industrial Piping System***

Any system used for transmission of or to confine or store any fluid, solid, gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, or store substances which are or may be polluted or contaminated.

### ***Isolation (Internal Protection)***

The appropriate type or method of backflow prevention within the customer's potable water system at the point of use, commensurate with the degree of hazard.

## ***Non-Health Hazard (Low Hazard)***

An impairment of the quality of the water to a degree which does not create a health hazard to the public health, but which does adversely and unreasonably affect the aesthetic qualities of such water for domestic use.

## ***Plumbing System***

All potable water and distribution pipes, fixtures, traps, drainage pipe, gas pipe, water treating or using equipment, vent pipe, including joints, connections, devices, receptacles, and appurtenances within the property lines of a premises.

## ***Point of Delivery***

For purposes of the Cross Connection Control Program, the point of delivery will be to the customer's water meter.

## ***Pollution***

See *Non-Health Hazard*

## ***Potable Water***

Water from any source that has been approved by EGLE as safe for human consumption.

## ***Pressure Vacuum Breaker Assembly (PVB)***

An assembly containing an independently operating internally loaded check valve, and an independently operating loaded air inlet valve located in the discharge side of the check valve. The assembly is to be equipped with properly located resilient seated test cocks and tightly closing resilient seated shutoff valves attached at each end of the assembly. This assembly is designed to protect against a non-health hazard or a health hazard under a backsiphonage condition only.

## ***Public Potable Water System***

Ann Arbor Township Water System. This system includes all sources, facilities, and appurtenances between the source and point of delivery such as valves, pipes, pumps, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store potable water for public use or consumption.

## ***Reduced Pressure Principle Backflow Assembly (RPZ)***

An assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves at each end of the assembly. This assembly is designed to protect against a non-health hazard or a health hazard.

## ***Reduced Pressure Principle Detector Backflow Assembly (RPDA)***

A specially designed assembly composed of a line-size approved reduced pressure principle backflow prevention assembly with a specific bypass containing a water meter and an approved reduced pressure principle backflow assembly. The meter shall register accurately for rates of up to 2 gpm and shall show a registration for all rates of flow. This assembly shall be used to protect against a non-health hazard or a health hazard. The RPDA is primarily used on fire sprinkler systems.

## ***Service Connection***

The terminal end of a service connection from the public potable water system, (i.e., the downstream end of the curb-stop valve) where the Water Utility loses jurisdiction and sanitary control of the water at its point of delivery to the customer's water system.

## ***Used Water***

Any water supplied by a water utility from the public potable water system to a customer's water system after it has passed through the service connection and is no longer under the control of the water utility.

## ***Water Utility***

The owner or operator of a public potable water system (Ann Arbor Township Utilities Department).

## 1.04 PROGRAM APPROACH

The Safe Drinking Water Act (SDWA) passed by Congress in 1974 authorized the development of national regulations to ensure safe drinking water for consumers served by public water systems. The SDWA and subsequent amendments do not specifically address the topic of cross connection control.

Confusion about cross connection has arisen, due to the belief by some water utilities that under the SDWA, “the water utility is responsible for water quality to the last free-flowing tap.” This confusion may have resulted from some federal rules that require water utilities to monitor certain water quality parameters (i.e., lead and copper levels) in samples collected at the customer’s tap. However, under the SDWA, water utilities are only responsible for the water quality delivered to customers at the point of delivery. The water utility is **not** responsible for contaminants added to the water by circumstances under the control of the customer.

Downstream of the point of delivery, federal, state, and local responsibilities to protect the health, safety, or welfare of the users of water, fall under the jurisdiction of agencies other than those regulating public water systems, and could include building and plumbing officials, fire marshals, health department officials, and agricultural inspectors. The water utility is **not** given authority to exercise any of the regulatory responsibilities from these agencies, and hence no responsibility beyond the point of delivery for the customer’s compliance with cross connection regulations.

For a drinking water supply to become contaminated via a cross connection, three things need to happen, *simultaneously*:

1. The potable water supply must be unprotected (or improperly protected) from a cross connection;
2. A physical cross connection must be made between the potable water supply piping and a contaminant source; and
3. Backflow conditions must occur.

The EGLE Cross Connection Rules Manual offers water utilities flexibility in program implementation. Under EGLE guidelines, water utilities have the option to implement three (3) different types of programs as follows:

1. **Containment (Service Protection)**, where all backflow prevention assemblies that protect the public water system are located at the customer’s point of delivery to isolate the customer’s plumbing system from the public water supply.
2. **Isolation (Internal Protection)**, where all backflow prevention assemblies are located at each cross-connection location throughout the customer’s premises.
3. **Combination of Containment and Isolation**, where backflow prevention assemblies are located at each cross connection within the customer’s premise and also at the point of delivery.

# Ann Arbor Township Cross Connection Control Program

Section 1

Introduction

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With the issuance of this Manual, Ann Arbor Township has elected to adopt a cross connection control program using the **Containment** method of backflow prevention for commercial customers and the **Isolation** method of backflow prevention for residential customers. For customers with grandfathered systems that are Combination of Containment and Isolation methods, they will be responsible for their own compliance checks with proof provided to Ann Arbor Township.

Installation of a backflow protection device at the service connection is designed to protect the public water system from contamination, however it does not protect the internal plumbing system from contamination, and therefore those that work within the building may still be at risk. The customer is still responsible for complying with all applicable plumbing codes to protect the internal plumbing system.

#### **2.01 GENERAL**

The implementation of regulations for the effective control of cross connections requires the full cooperation of the water utility, the plumbing official, and the customer. Each has its responsibilities and each must carry out its phase of a coordinated cross connection control program in order to prevent pollution or contamination of the potable water supply.

#### **2.02 RESPONSIBILITY OF THE WATER UTILITY**

The water utility has the responsibility to maintain their potable water supply in compliance with all Federal and State drinking water standards. Under these standards, the water utility is prohibited from installing or maintaining a water service connection to a customer's water system where an existing or potential health, hazard exists, unless the public water supply is protected against backflow by an approved backflow prevention assembly(s) installed at the service connection(s), i.e., point of delivery.

The water utility's responsibility begins at the source and includes all the public water distribution system, including the service connection and ends at the point of delivery to the customer. In addition, the water utility must exercise reasonable vigilance to ensure that the customer has taken the proper steps to protect the public water system. To ensure that the proper precautions are taken, the water utility is required to determine the degree of hazard to the public water system. When it is determined that a backflow prevention assembly is required, the water utility shall require the customer, at the customer's expense, to *install* an approved backflow prevention assembly at each service connection or cross-connection location, to *test* immediately upon installation, relocation, and in accordance with the testing schedule specified in Section 4, to properly *repair and maintain* such assembly or assemblies, and to *keep adequate records* of each test and subsequent maintenance and repair, including materials or replacement parts.

A representative of the water utility, or their designated agent, shall be responsible for inspection of customer's facilities in order to determine the necessity of a backflow prevention device, and the type required based upon the degree of hazard within the facility. Further explanations of inspections and frequencies of inspections are detailed in Section 4. The inspector shall have taken a minimum 40-hour training course in cross connection inspections, such as the ASSE 5120 Cross Connection Control Surveyor course.

#### **2.03 RESPONSIBILITY OF THE PLUMBING OFFICIAL**

The building and plumbing department of Ann Arbor Township has the responsibility to not only review building plans and inspect plumbing as it is installed, but, it has the explicit responsibility of preventing cross connections from being designed and built into the structures within its jurisdiction. Where the review of building plans detects the potential for cross connections being made as an integral part of the plumbing system, the plumbing official has the responsibility for requiring that such cross-connection practices be either eliminated or provided with approved backflow prevention equipment.

The plumbing official's responsibility begins at the point of service (i.e., the downstream side of the water meter) and carries throughout the customer's water system. The plan reviewer should inquire about the intended use of the water at any point where it is suspected that a cross connection might exist. When a cross connection is identified, a suitable approved backflow prevention assembly shall be required and properly installed, inspected and tested.

#### **2.04 RESPONSIBILITY OF THE CUSTOMER**

The customer has the responsibility of preventing pollutants and contaminants from entering their potable water system(s) or the public potable water system. The customer's responsibility begins at the point of delivery from the public water system and includes the entirety of their systems. The customer, at their expense, shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the authority (plumbing official and/ or water utility) having jurisdiction. The customer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and provide the administrative authority having jurisdiction with copies of such reports. The records shall be on forms approved by the administrative authority, and include the list of materials or replacements parts used. Following any repair, overhaul, re-piping, or relocation of an assembly, the customer must have it tested to ensure that it is in proper operating condition and will prevent backflow. Tests, maintenance, and repairs of assemblies shall be made by a certified backflow prevention assembly tester and/or repair technician as specified below.

In the event of pollution or contamination of the public or customer's potable water system due to backflow on or from the customer's premises, the owner shall promptly take steps to confine further spread of the backflow within the system and shall notify the water utility of the condition. The customer shall take appropriate measures to free their system of any pollutants or contaminants.

#### **2.05 RESPONSIBILITY OF THE CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER**

Currently, approved testers are classified into one of the following categories:

- **General Tester:** One that holds a valid Michigan journey or master plumbing license and has passed an approved backflow tester class. General Testers can test any assembly within and facility and at any location.

Test results of backflow prevention assemblies will only be valid if testing was performed by individuals holding an active American Society of Sanitary Engineering (ASSE) 5110 certification. ASSE 5110 certification doesn't certify that an individual can properly install, and/or repair an assembly.

The tester shall be responsible for performing accurate field tests and for making reports of such field tests to the customer and to the water utility. The tester shall be equipped with and be capable of using all the necessary tools, gages, and other equipment to properly field test backflow prevention assemblies. A certified tester shall perform and be responsible for the accuracy of all tests and reports.

#### **2.06 RESPONSIBILITY OF THE REPAIR AND MAINTENANCE TECHNICIAN**

The repair and maintenance technician shall be responsible for installing, repairing, overhauling, and maintaining backflow prevention assemblies, and making reports of such repairs to the customer and the water utility. The report shall include a list of all materials or replacement parts used. It will be the technician's responsibility to ensure that original manufactured replacement parts are used. It will be the technician's further responsibility not to change the design, material, or operational characteristics of an assembly during repair or maintenance. The technician will be responsible for the accuracy of reporting such work.

The repair and maintenance technician will hold a valid Michigan journey or master plumber license, and shall have both a current ASSE 5110 Backflow Tester and ASSE 5130 Backflow Repairer certifications.

The repair contractor must be pre-approved by Ann Arbor Township.

### 3.01 HAZARDS THE WATER UTILITY MUST ADDRESS

The water utility is responsible for protecting the public water system from any actual or potential backflow hazards. The degree of hazard is the potential risk to health and the potential adverse effects upon the public water system based on the probability of backflow occurring and the type or nature of the contaminant.

### 3.02 HAZARD CLASSIFICATION

In applying the recommendations outlined in this manual, two degrees of hazards are considered and defined as follows:

- **Health or High Hazard (contaminant):** A cross connection or potential cross connection involving any substance that could, if introduced into the public water supply, cause death, illness, spread disease, or have a high probability of causing such effects.
- **Non-Health or Low Hazard (pollutant):** A cross connection or potential cross connection involving any substance that generally would not be a health hazard, but would constitute a nuisance, or be aesthetically objectionable, if introduced into the public water supply.

The degree of hazard increases as a function of the probability of backflow will occur and the toxicity of the substance that may backflow. However, the risk associated with the substance's toxicity is always a greater concern than the probability of backflow. When selecting the type of backflow prevention assembly, the degree of hazard should govern the final choice.

### 3.03 ACCEPTABLE BACKFLOW PREVENTION DEVICES AND ASSEMBLIES

There are several generally accepted types of backflow devices and assemblies that are used for the prevention of backflow for *Health and Non-Health* conditions, and include:

- Air Gap (AG)
- Reduced Pressure Principle Backflow Assembly (RPZ)
- Double Check Valve Assembly (DCVA)
- Pressure Vacuum Breaker (PVB)
- Atmospheric Vacuum Breaker (AVB)

A Dual Check Valve or Residential Dual Check Valve is not an approved backflow prevention device.

The minimum acceptable backflow prevention devices and assemblies that may be used for protection against *Health and Non-Health* hazards are shown in the following table.

**Table 3-1  
Means of Backflow Protection**

Backflow Device	Degree of Hazard			
	Health (High) Hazard		Non-Health (Low) Hazard	
	Backsiphonage	Backpressure	Backsiphonage	Backpressure
Air Gap (AG)	X	X	X	X
Reduced Pressure Principle Assembly (RPZ)	X	X	X	X
Double Check Valve Assembly (DCVA)			X	X
Atmospheric Vacuum Breaker (AVB)	X		X	
Pressure Vacuum Breaker (PVB)	X		X	

**3.04 COMMON CROSS CONNECTIONS**

Industrial, commercial, and residential water customers all pose cross connection hazards to the public water system. The following tables list includes types of water customers which historically have posed a threat to public water systems, but is by no means complete.

**Table 3-2  
Industrial Hazards**

Description of Hazard or Premises	Minimum Protection Required
Agricultural farms and dairies	RPZ
Beverage bottling plants	RPZ
Chemical plants	RPZ
Industrial laundry	RPZ
Premises where reclaimed water and potable water are provided	RPZ
Film processing plants	RPZ
Food processing plants	RPZ
Premises with irrigation systems using the public water system, and with chemical addition such as golf courses, cemeteries, parks, playgrounds, estates.	RPZ
Industrial Laboratories	RPZ
Metal plating industries	RPZ
Petroleum processing and storage facilities	RPZ
Piers and docks	RPZ
Radioactive material processing plants or nuclear reactors	RPZ
Wastewater lift stations and treatment plants	RPZ

## Ann Arbor Township Cross Connection Control Program

Description of Hazard or Premises	Minimum Protection Required
Premises with an unapproved auxiliary water supply interconnected with the public water system	RPZ
Facilities where access for inspection is denied or restricted.	RPZ
Slaughterhouse	RPZ
Zoos	RPZ
Commercial aquariums	RPZ
Fire sprinkler system with chemical addition	RPZ
Fire sprinkler system without chemicals	DCVA

**Table 3-3  
Commercial – Type Hazards**

Description of Hazard or Premises	Minimum Protection Required
All commercial connections	DCVA
Strip malls	DCVA
Farms	RPZ
Fish farms	RPZ
Car washes	RPZ
Commercial laundries and dry cleaners	RPZ
Hospitals, medical centers, nursing homes, veterinary, dental clinics, and blood plasma centers, kidney dialysis center	RPZ
Mortuaries, morgues, funeral homes	RPZ
Pharmacies	RPZ
Schools with laboratories	RPZ
Schools without laboratories	DCVA
Colleges and universities	RPZ
Commercial photo processing labs	RPZ
Hydroponics, greenhouses	RPZ
Taxidermy shops	RPZ
Beauty salons	DCVA
Pet grooming	DCVA
Food and beverage facilities including restaurants and taverns	DCVA
Churches and places of worship	DCVA
Automotive and vehicle repair shops	RPZ
Athletic facilities and gyms	DCVA
Fire sprinkler system with chemical addition	RPZ
Fire sprinkler system without chemicals	DCVA

# Ann Arbor Township Cross Connection Control Program

**Table 3-4  
Residential –Type Hazards**

Description of Hazard	Minimum Protection Required
Auxiliary water supply, interconnected with public water system	RPZ
Auxiliary water supply, not interconnected with public water system	DCVA
Boiler feed line with chemical addition	RPZ
Decorative pond	AVB
Dialysis equipment	RPZ
Home-based businesses (beauty salon, wood working, ceramics, etc) where water use is essentially the same as for normal residential use	AVB on hose bibbs and faucets
Hydroponics, non-commercial greenhouse	RPZ
Livestock watering trough	AG or AVB
Irrigation system without chemical feed system	AVB or DCVA
Photo lab darkroom (non-commercial)	DCVA
Private boat moorage	HBVB
Soaker hoses	HBVB
Solar heating system, heat exchangers (with chemicals)	RPZ
Solar heating system, heat exchangers (no chemicals)	DCVA
Swimming pool, spa, filled manually by hose	HBVB
Swimming pool, spa, fill line with an approved AG plumbed in	No additional protection
Swimming pool, spa, fill line plumbed in below water level (i.e., no AG)	RPZ
Sewage grinder pumps	AG or RPZ
Water powered sump pumps	RPZ or PVB
Water softeners	AG

#### **4.01 GENERAL**

Inspection of water customer's premises for the presence of cross connections is the heart of a cross connection control program. The purpose of inspections is to initially survey all customers to identify all cross connections in need of corrective action based upon the degree of hazard found within the customer's facility. Once a survey is complete, the water utility can determine the need and type of protection that will be required at the service connection.

After the initial inspection of customer's premises, the water utility is responsible to see that the appropriate backflow prevention device or assembly is properly installed, maintained and tested. In addition, the water utility is responsible for maintaining accurate records of customer hazard inspections and re-inspections, and the tracking of all backflow prevention devices and assemblies within the *public water system*.

Enforcement of the rules and regulations of the program, record keeping, and public education are essential elements of a successful cross connection control program.

#### **4.02 INSPECTOR CERTIFICATION**

Individuals responsible for conducting inspections of customer's premises, shall have obtained sufficient training on cross connection rules, identification, and corrective actions, and shall become certified in accordance with ASSE/IAPMO/ANSI 5000 Series Cross Connection Control Professional Qualification Standards. The inspector may be a direct employee of the Township or an employee under contract with the Township.

Certification requirements entail that candidates for certification successfully complete a forty-hour ASSE approved cross connection control survey course of instruction and pass a one hundred (100) question examination, with a score of 70% or higher. Candidates are required to successfully complete an actual field survey and provide verification of five years of experience in the plumbing or a related industry field. An alternate certification requirement is allowed for a candidate certified as a Backflow Prevention Assembly Tester. In this case the course requirement is reduced to a minimum of twenty hours of approved cross-connection control survey instruction and completion of field survey and testing requirements.

## 4.03 RIGHT OF ENTRY

The water utility or their authorized agent shall schedule an appointment to enter any building, structure or premises during normal business hours to perform the duties specified by the Township's Cross Connection Control Program. Those duties may include sampling and testing of water or inspections and observations of all piping systems connected to the public water system. Refusal to allow entry for these purposes, may result in discontinuance of water service. On request, the customer shall furnish to the water utility any pertinent information regarding the piping system on such premises where cross connections are deemed possible.

## 4.04 INSPECTIONS

The water utility currently has existing customers utilizing, **containment** backflow protection, **isolation** backflow protection, or **combination containment and isolation** backflow protection. All new and existing customer premises will be inspected to determine if backflow protection is required and also assess the degree of hazard to determine the type of backflow protection device that will be required.

1. Initial Cross Connection Inspection
  - a. **Existing** Facilities/Systems – The Water Utility will ensure that a certified cross connection control inspector conducts an initial cross connection hazard evaluation of the Ann Arbor Township water system in accordance with the schedule in Table 4-1, after adoption of this Cross Connection Control Program.
  - b. **New** Facilities/Systems – The Water Utility will ensure that a certified cross connection control inspector conducts an initial cross connection hazard evaluation *before* water service is provided to any new facilities, systems, etc. served by the water system. The assessment may be done by:
    - Category classification (e.g., medical clinic);
    - Customer questionnaire (e.g., fire sprinkler system); and/or
    - Plan review and field hazard survey.

**Table 4-1  
Initial Hazard Assessment Schedule**

Hazard Assessment Task	Schedule from Date of Adoption of Cross Connection Program
Establish policy	Within 6 months
Identify Health (high) Hazard facilities as shown in Table 3-2	Within 12 months
Identify Non-Health (low) Hazards, all commercial facilities as shown in Table 3-3	Within 15 months
Identify Residential customers as shown in Table 3-4	Within 36 months

2. Exceptions

Some customers that initially appear to fall into a high hazard category, may actually pose only a moderate or low hazard to the public water system. For example, a building described as a medical clinic may contain only psychiatrists, and thus, would not fall into a high hazard category requiring a RPZ. However, if a tenant changed to a physician or veterinarian, the building would require an RPZ. Other examples that might pose a lower hazard are:

- A bottling plant that only stores the finished product; and
- A commercial dry cleaners or laundromat that is used only to collect or deliver clothes (the cleaning facility is located elsewhere).

For these type of situations, the water utility has the policy choice to either:

- Require an RPZ initially, based on the potential hazard or use; or
- Grant an exception to the RPZ requirement and frequently re-assess the facility to detect a change in tenant or use.

The water utility must document the justification for waiving the RPZ requirement by completing an Exceptions Report Form. The water utility shall submit the Exceptions Report Form with their EGLE Annual Report.

3. Documentation

Once the inspection is complete, a detailed report shall be prepared. The report will include the water uses, cross connections, degree of hazard, any existing backflow protection, and reference to any regulations. The report should conclude by indicating what backflow protection may be needed and where.

For each water use, the inspector should determine if there is a cross connection and determine if it is a direct or indirect cross connection. A review of the substances that are being used in the facility is important especially if they are being mixed with water through a possible cross connection. Review of the labeling of the chemicals and the Safety Data Sheet (SDS) is helpful in determining the degree of hazard.

If, during the inspection, backflow protection is found, then the documentation of that backflow protection and its purpose must be reported. The backflow protection documentation should

include whether the protection is adequate, is it an approved device, is it installed properly, and is it field tested and maintained on a periodic basis.

The documentation should be detailed on the Field Inspection Form (in Appendix A), and may also include photos or drawings in order to detail all the information discovered. The report should be clear enough that another inspector could pick up the report, come back to the facility and find exactly what was discovered and indicated in the report.

#### 4. Customer Notifications

Once the initial inspection is complete, the water utility must notify their customers of the results of the field inspection, and the requirements for corrective action needed to protect the public water system. See the sample compliance letter in the Appendix A. Along with the report and the requirements for any modifications, such as the installation of one or more backflow protection assemblies, the letter should give a specific deadline for compliance. If compliance is not attained, it will be necessary to continue on in the process detailed in the water utility's non-compliance policy.

#### **4.05 RE-INSPECTIONS**

Due to the facts that tenants change, processes change, building uses change, and the complexity of many industrial and commercial piping systems, there is a high probability of piping modifications, therefore, re-inspections must be carried out for all customers. The water utility's re-inspection efforts can focus on customers other than those with an AG or RPZ device at the service connection, as long as the annual test reports are satisfactory for these backflow preventers. Customers with this type of protection already have installed the maximum backflow protection.

In other instances where internal protection is provided, re-inspections must be purposely scheduled to check each area of concern to assure that protective devices have not been bypassed or made ineffective in any way.

The frequency of re-inspections should be based on the potential risk the customer poses on the public water system. See Table 4-2 for a schedule of re-inspections based upon the degree of hazard. In addition, a re-inspection is mandatory whenever there is a change in the use of the premises. This is because a change in use often results in a change in the hazard posed to the water system. Hazard assessment changes may trigger:

- A requirement for a backflow prevention device where no device was previously required or where internal protection was relied on.
- An upgrade to a more protective device (i.e., DCVA to RPZ) where a less protective device was previously required.

**Table 4-2  
Hazard Re-Inspection Schedule**

<b>Hazard Category</b>	<b>Schedule</b>
Health (high) Hazard customers with AG or RPZ at the service connection	Not required as long as annual test results are completed and satisfactory.
Health (high) Hazard customers utilizing internal protection	Annually
Non-Health (low) Hazard customers including residential customers	Every 1-4 years, but as a minimum once every 5-10 years.

**4.06 BACKFLOW PREVENTION ASSEMBLIES**

Once the initial hazard assessment is complete and the customer has been notified, the water utility shall develop and implement procedures for:

- Eliminating the cross connection; or
- Controlling the cross connections by installation of approved backflow preventers commensurate with the degree of hazard in situations where cross connections cannot be eliminated.

It shall be the responsibility of the customer to pay for the installation, testing, repair and maintenance of the backflow preventer.

1. **Approved Backflow Preventers**  
All backflow preventers shall be models listed on an approved list for use in the State of Michigan. The current list is available from the water utility upon request. In addition, EGLE recognizes all American Society of Sanitary Engineering (ASSE) approved devices for use in the State of Michigan. Note that the appropriate ASSE Seal of Authorization number must be stamped on the body of the backflow preventer for it to be an approved device.
  
2. **Installation**  
The backflow assembly shall be installed downstream of the customer’s water meter a minimum of 12 inches above grade and accessible for field testing and maintenance. It is necessary to shut off the flow of water through a backflow prevention assembly during the time it is being field tested and/or repaired. If the complete interruption of water through a given service is critical to the

customer's operation, it may be advisable to install backflow prevention assemblies in parallel. This will allow uninterrupted water service while one assembly is out of service.

Backflow prevention assemblies shall be installed in accordance with the Michigan Plumbing Code and shall conform to all local plumbing codes and regulations. Installation shall be performed by a certified master plumber licensed in the State of Michigan. Installation Contractors must be pre-approved by Ann Arbor Township.

For **new customers**, the backflow prevention assembly shall be installed and tested prior to providing of water service.

For **existing customers** that have been assessed as a Health (high) Health hazard, installation of the backflow prevention assembly shall be made within 90 days from the date the customer was notified of the hazard assessment. For **existing customers** that have been assessed as a Non-Health (low) hazard and for residential customers, installation of the backflow prevention assembly shall be made within 24 months from the date the customer was notified of the hazard assessment.

#### **4.07 BACKFLOW ASSEMBLY TESTING**

Backflow assemblies are mechanical devices subject to fouling and wear. History has shown that backflow preventers that are not tested periodically will not be maintained or repaired, and therefore have a much higher likelihood of failure. Similarly, AG's that are not inspected periodically may be bypassed or re-plumbed.

1. Testing Frequency: All testable devices shall be inspected for proper installation and tested for proper operation periodically as follows:
  - At the time of installation
  - After a backflow incident
  - After an assembly is repaired, reinstalled, or relocated (or an AG is re-plumbed)
  - Annually for all Health (high) Hazard locations
  - Every 3 years for Non-Health (low) Hazard locations
  - Every 5 years for residential lawn irrigation systems with no chemical addition.\*

\*Lawn irrigation systems are many times protected against backflow by installing atmospheric vacuum breakers (AVB), but this device is not testable. AVB's shall be inspected for proper installation at the time of installation, after a backflow incident, and after repair, reinstallation or relocation. Irrigation backflow devices must be at least 12 inches above the highest irrigation outlet.

#### 2. Testing Notification:

##### a. **Commercial Customers:**

Upon notice from the water utility, it shall be the responsibility of the customer to arrange for the backflow preventer to be tested and submit the completed form. The water utility should attempt to schedule the tests of all assemblies at the same time of the year. This approach makes it easier for the water utility to administer the testing portion of the cross-connection control program. The water utility will:

- Notify the customer in writing and allow at least 30 days from the date of notification for the testing to be performed and the report to be submitted.
- Include, in the testing notification letter, a statement affirming the understanding that service is provided based on the customer's agreement to test, maintain, and repair the assemblies.
- Provide a list of certified testers.
- Provide a test report form for each assembly owned by the customer.

It should be noted that the water utility only has a contract relationship with the customer and not the tester. All water utility communications should be with the customer and not the tester. Both the customer and the certified tester should sign the completed report. This approach accomplishes the following:

- Establishes a record that the customer was made aware of any deficiencies listed in the form by the tester; and
- Re-affirms, by signature, the customer's agreement to test and maintain the assemblies as a condition of service.

The water utility will review the test report form after it is submitted. Based on the initial review:

- If the test report is incomplete, the water utility will notify the customer of the deficiency.
- If the test report form shows that the assembly failed the field test, the water utility shall give written notice to the customer to repair or replace the assembly within 30 days. This is the start of enforcement procedures.

##### b. **Residential Customers:**

The water utility will contract with one testing company to inspect all residential isolation backflow prevention devices. Customers will be notified at least 14 days in advance of the scheduled inspection. The cost of testing will be divided evenly to the residential customers with backflow devices to be tested and will be placed on the utility bill. Should a repair be necessary to a backflow device, the cost will be that specific homeowner's responsibility.

### 3. Approved Backflow Assembly Testers

A certified backflow assembly tester must conduct all field tests of assemblies. Currently in the State of Michigan, approved testers are classified into one of the following categories:

- General Tester - Is one who holds a valid Michigan journeyman or master plumber's license and has passed an approved backflow tester class. General Testers can test any assembly within a facility at any location.
- Restricted Tester – Is one who is *not* a licensed plumber, but has passed an approved backflow tester class. Restricted Testers can only test within their own home or at their normal place of employment.

All backflow assemblies shall be tested by a certified tester with the following qualifications:

- Individuals must demonstrate 5 years of experience in a plumbing, pipefitting or related industry.
- The individual shall have successfully completed a minimum 40 hours of ASSE Series 5110 approved backflow assembly testing instruction.
- Passed an ASSE Series 5110 100 question examination with a score of 70% or higher.
- Pass a practical examination that includes successfully testing an ASSE 1013, 1015, 1020, and a 1056 backflow preventer.

## **4.08 ENFORCEMENT PROCEDURES**

To ensure the public water system is protected against backflow, the requirements specified in this manual need to be enforced by the water utility. Enforcement applies to the initial installation requirements of a backflow assembly, the continual testing of the backflow assemblies, and inspection of facilities.

The failure of the customer to install backflow protection based on the initial hazard assessment, especially in a Health hazard situation, should be dealt with in a more stringent manner than the failure to provide an annual test report. The failure of an assembly to pass an initial or annual field test doesn't establish for certain that the assembly will fail to prevent backflow. Failure may only indicate that the desired level of reliability is not present.

Ann Arbor Township intends to maintain an enforcement system that is fair and consistent. All compliance times will be based on the degree of hazard. However, the complexity and cost of corrective action will also be considered. Generally, when a violation is discovered, the customer will receive a first or initial non-compliance notification. If this notification is not heeded, second and third notice(s) may be given. If the customer fails to comply and address all concerns identified as violations, water service

to the facility may be terminated.

1. First Non-Compliance Notification

If a violation is discovered and not immediately corrected, a Notice of Non-Compliance will be sent to the customer. This first notice of Non-Compliance will inventory the violation(s) and list the required compliance date(s).

2. Second Notice of Non-Compliance

After 45 days of no response from the date of the first notice of non-compliance, second notice of Non-Compliance will be sent to the customer not having completed the requirements within the specified timeframe as outlined in the first Non-Compliance notification. This notice will include a reference to the initial violation and a response due date. The response due date will be determined by the degree of hazard.

3. Third Notice of Non-Compliance

After 30 days of no response from the date of the Second notice, a third notice of Non-Compliance will be sent by certified mail. The notice will include a reference to the initial violation and dates of the first and second notices, and also a response due date. The response due date will be determined by the degree of hazard.

4. Water Shut-Off Notification

If the customer does not adequately address the violations identified in the previous notifications, a water shut-off notification will be issued. Prior to the written notice, the customer will receive a courtesy phone call or visit informing them of the pending water shut-off notice. This notice includes the dates of the previous non-compliance notifications and the anticipated date of water shut-off. Typically, 5 days are allowed between the date of the customer's receipt of the water shut-off notice and the actual date of water service termination. Prior to the actual termination of the water service, the water utility will notify Ann Arbor Township Supervisor and the Fire Chief of the situation. The water shut-off notification will be hand-delivered. A witness or photograph to show proof of delivery will accompany the hand-delivery. The water service will remain terminated until such time as all violations are corrected.

#### **4.09 RECORD KEEPING AND REPORTING**

The water utility shall develop and maintain a system of cross connection record keeping. The system may contain only hard copies of records, or specialized cross connection software may be utilized. If third party contractors are used for inspections, the contractors shall provide the water utility with the original records and retain copies of the records for their files. All records shall be retained for a minimum of 10 years.

All cross-connection account information must be in the records including:

- Account address and location
- Customer name and contact information
- List of testable devices
- Description of other backflow devices (i.e., Air gaps, non-testable devices)
- Degree of hazard classification
- Required re-inspection frequency
- Photos or sketches if available

All information on testable assemblies must be in the records including:

- Location of assembly
- Name and contact information of assembly owner
- Make, model number and size of assembly
- ASSE standard number on assembly body
- Degree of hazard classification
- Required testing frequency
- Seasonal or permanent status
- Name and certification number of the tester performing each inspection or test.
- Test results (pass/fail and actual readings) or inspection results
- Repair and or re-plumbing history

The water utility shall also maintain the following records:

- Copies of all correspondence with customers.
- Correspondence with EGLE
- Exceptions they have granted and the justification for granting the exception
- Backflow incident reports
- EGLE annual reports

#### **4.10 BACKFLOW INCIDENT RESPONSE PLAN**

Although the water utility is diligent in their comprehensive cross connection control program, backflow incidents may occur. If an incident does occur, the water utility shall have a plan describing the details of how to respond to such an incident.

##### **1. The Source of Backflow**

A water quality complaint may be the first indication of a backflow incident occurring. Water quality complaints should be followed up as soon as possible to determine if they are the result of a cross connection. Trained personnel should determine the cause of the complaint. When the source of the quality complaint is determined to be due to a backflow incident, the backflow incident response plan should be put into effect.

#### 2. Isolate Source of Backflow

The source of the backflow should be isolated as soon as it is discovered. The extent of the contamination needs to be investigated to determine if the contamination is restricted to one area of the customer's facility, the entire facility, or the public water distribution system. Multiple samples may be necessary to identify the affected areas. Samples should be taken before any system or on-site flushing is performed.

#### 3. Determine Extent of the Incident

It is important to determine if the problem is restricted to the customer's water system, or if it is coming from the distribution system. If the source of the problem can be traced to the customer's system, then the service connection to the facility may need to be shut off to prevent any contamination from entering into the distribution system. If the problem is with the customer's internal plumbing system, then the customer needs to be informed so that proper changes to the plumbing system can be made.

If it is found that the contamination has back flowed into the distribution system or the source of the on-site contamination is coming from the distribution system, the investigation must move to additional sampling in the distribution system. Identifying that the contamination has reached the distribution system means that some or all customers on that system may be affected. Isolate that portion of the distribution system, which may have been affected by the contamination.

#### 4. Notification

If the backflow incident is limited to one facility, the occupants or employees should be notified not to use the water until the system is decontaminated. If it is discovered that the backflow incident has affected the distribution system, the public must be notified in order to take appropriate precautions.

#### 5. Decontamination

The affected area, either in the distribution system or on the customer's premises must be decontaminated. Adequate flushing will be necessary as well as following proper protocols for decontamination of the system. Different administration authorities may have different jurisdictional responsibilities. For example, the water utility may decontaminate the distribution system while the local health department may be responsible for ensuring that the internal plumbing system is decontaminated properly.

#### 6. Backflow Protection

If it is discovered that a specific cross connection on the customer's premises was the source of the backflow incident, either the cross connection must be eliminated or appropriate protections shall be provided.

#### 7. Documentation

The water utility will document the backflow incident as quickly as possible and detail the information in the Backflow Incident Report form included in Appendix A.

## **NOTICE OF CROSS CONNECTION INSPECTION**

### **Ann Arbor Township Utilities Department**

Property to be inspected:

**Building Owner**

**Street Address**

**(City, Village), MI Zip Code**

Representatives of Ann Arbor Township Utilities Department will be conducting a public water system cross connection control inspection at your facility within the next several months.

#### **Why does the Ann Arbor Township Utilities Department want to inspect the property?**

Michigan Department of Environmental Great Lakes and Energy (EGLE) requires all public water suppliers to have a Cross Connection Control Program. In addition, Ann Arbor Township has an Ordinance (Ordinance # \_\_\_\_\_) which prohibits cross connections to the public water supply. A cross connection is a connection or potential connection between any part of a potable water system and any other substance that is not potable. A critical part of the program is the completion of a thorough, on-site, cross-connection control inspection of facilities served by the public supply.

#### **What may happen as a result of the inspection?**

The inspector will simply look for potential cross-connection problems at the facility and evaluate the need for installation of protection such as backflow prevention devices. In some cases, modifications of the building plumbing may be necessary to achieve the necessary protection of the public water distribution system.

#### **Your assistance with this phase of the program is critical.**

Ann Arbor Township Utilities Department staff will conduct the cross-connection inspection at your facility. All inspections will be done during normal and reasonable business hours. To properly perform their work, Water Department Staff will need complete access to your facility to inspect the plumbing system. Your cooperation and assistance will ensure a quick and accurate assessment.

If you have any questions about the facility inspection, or about Cross Connection Control Program, please call \_\_\_\_\_ at \_\_\_\_\_.

## **NOTICE OF CROSS CONNECTION INSPECTION**

### **Ann Arbor Township Utilities Department**

Property to be inspected:

**Resident**

**Street Address**

**(City, Village), MI Zip Code**

Representatives of Ann Arbor Township Utilities Department will be conducting a public water system cross connection control inspection at your facility within the next several months.

#### **Why does the Ann Arbor Township Utilities Department want to inspect the property?**

Michigan Department of Environmental Great Lakes and Energy (EGLE) requires all public water suppliers to have a Cross Connection Control Program. In addition, Ann Arbor Township has an Ordinance (Ordinance # \_\_\_\_\_) which prohibits cross connections to the public water supply. A cross connection is a connection or potential connection between any part of a potable water system and any other substance that is not potable. A critical part of the program is the completion of a thorough, on-site, cross-connection control inspection of properties served by the public supply.

#### **What may happen as a result of the inspection?**

The inspector will simply look for potential cross-connection problems around the outside of the residence and evaluate the need for installation of protection such as backflow prevention devices.

#### **Your assistance with this phase of the program is critical.**

Ann Arbor Township Utilities Department staff or their authorized agent will conduct the cross-connection inspection at your residence. All inspections will be done during normal and reasonable business hours. To properly perform their work, Utilities Department Staff will need complete access to the perimeter of the residence to inspect the plumbing system. Your cooperation and assistance will ensure a quick and accurate assessment.

If you have any questions about the inspection, or about the Cross Connection Control Program, please call \_\_\_\_\_ at \_\_\_\_\_.

## NOTICE OF BACKFLOW ASSEMBLY INSTALLATION

February 4, 2016

**John Doe**

**Title**

**Company Name**

**4321 First Street**

**Anytown, State ZIP**

Dear Mr. **Doe**,

You are herewith informed that you must install on (**certain designated**) water service(s) to your premises an approved backflow prevention assembly (reduced pressure principle assembly). This action is taken in accordance with the Federal Safe Drinking Water Act Amendments of 1996 and with the State of Michigan and Ann Arbor Township Cross-Connection Control rules and regulations. Under these rules and regulations Ann Arbor Township Water Treatment Department (Water Utility) has the primary responsibility of protecting the public potable water from backflow of dangerous substances which would endanger the public health or physically damage the public water system.

On (**date**), as part of our program to see that the rules and regulations are complied with, (**name or inspector**) conducted a survey of your plumbing system. This survey revealed potential/actual cross-connections of the following conditions:

**(List Conditions)**

The above conditions present backflow hazards to the (**on premise system**) and (**to the public supply**). To correct these conditions the Water Utility requires the following:

Install an approved backflow prevention assembly downstream of the water meter a minimum of 12 inches above grade and accessible for field testing and maintenance.

This letter does not address internal protection requirements. We suggest you contact the agency having jurisdiction to ensure your water system complies with plumbing codes.

It is necessary to shut off the flow of water through a backflow prevention assembly during the time it is being field tested and/or repaired. If the complete interruption of water through a given service is critical to your operation, we recommend you install backflow prevention assemblies in parallel. This will allow one assembly to continue serving water while the other is being field tested or repaired. A check should be made with your engineer or plumber to be sure that assemblies are properly sized for desired flows.

Note that installation of a backflow prevention assembly will prevent release of on-site pressure

to the utility water mains. Therefore, it is important that a temperature/pressure relief valve and/or thermal expansion tank be properly installed to relieve any excessive increase in on-site pressure due to hot water heating systems or other activities.

Attached is a list of backflow prevention assemblies that have been evaluated and approved by the State of Michigan Department of Environment, Great Lakes, and Energy. The assemblies listed thereon have been adopted by this Water Utility as the only assemblies approved for use on the water lines under our jurisdiction.

Please make arrangements for the assembly to be installed by **(insert date)**. If you are unable to comply with this deadline, please contact us to discuss possible alternatives.

For additional information regarding this matter, you may either write to **(name of person)** at **(address)** or telephone **(phone number)** between the hours of **(specify times)**. Please contact **(name of person)** as soon as the work is done or if for any reason you cannot comply with the **(number)** day installation period or for clarification of any cross-connection control requirements discussed in this letter.

Sincerely yours,

**CCC Program Specialist/Ann Arbor Township Utilities Department**

## REQUEST TO SUBMIT TEST RESULTS

Date

Customer Account Number (optional)  
Customer Name  
Customer Address Line 1  
Customer Address Line 2

Dear \_\_\_\_\_ Water System Customer:

The Michigan Department of Environmental Great Lakes and Energy (EGLE), requires public water systems to develop and implement cross-connection control programs to protect the drinking water supply from contamination. As part of this program, backflow prevention assemblies have been installed on your water service(s) and/or within your plumbing system to protect our water distribution system.

Annual testing is required to ensure that the backflow prevention assemblies properly function.

The purpose of this letter is to request that you now arrange for the annual testing of the reduced pressure principle (RPZ), double check valve (DCVA), and/or pressure vacuum breaker (PVB) assembly/assemblies described on the attached list. A Michigan State certified backflow assembly tester (BAT) must conduct the testing. **Testing results should be sent to the address above and submitted by (inert date).**

If the field test discloses that the assembly is not operating satisfactorily, please have the necessary repairs made and the assembly retested by a BAT. On completion of a field test showing that the assembly is operating satisfactorily, the BAT shall complete the Field Test and Maintenance Report.

For your convenience, we are enclosing a list of backflow assembly testers pre-approved to test assemblies that protect our water system. Test report forms are also enclosed. The test report forms need to be properly completed by the BAT, signed by the customer/assembly owner, and returned to us.

If you have any questions, please feel free to contact me at **{insert phone number}**.

Sincerely ,

Name  
CCC Program Manager

## NOTICE OF NON-COMPLIANCE FOR TESTING BFP ASSEMBLY

February 4, 2016

**John Doe**  
**Title**  
**Company Name**  
**4321 First Street**  
**Anytown, State ZIP**

Dear Mr. **Doe**,

On **(date)** we mailed to **(name)** a combined letter and Field Test and Maintenance Report form requesting that you have performed the necessary periodic field test for the backflow prevention assembly identified on the form. This was to have been returned to us no later than **(date)**. As of today, we have neither heard from you nor received your report.

Our request is in compliance with our Cross Connection Control Program and your failure to carry out your responsibility in this matter by **(date)** will result in discontinuance of water service to your property.

Should you desire instructions or additional information in this matter, please contact **(name)** at **(phone)**.

Sincerely yours,

**CCC Specialist/Ann Arbor Township Utilities Department**

## NOTICE OF NON-COMPLIANCE TO INSTALL BFP ASSEMBLY

February 4, 2016

**John Doe**  
**Title**  
**Company Name**  
**4321 First Street**  
**Anytown, State ZIP**

Dear Mr. **Doe**,

On **(date)** we mailed to **(name)** a letter stating the requirement that an approved backflow prevention assembly be installed on your premises. This action is taken in accordance with the Federal Safe Drinking Water Act Amendments of 1996 and with the State of Michigan and Ann Arbor Township Cross-Connection Control rules and regulations. Under these rules and regulations, the Water Utility has the primary responsibility of protecting the public potable water from backflow of dangerous substances which would endanger the public health or physically damage the public water system.

Our request is in compliance with our Cross Connection Control Program and your failure to carry out your responsibility in this matter by **(date)** will result in discontinuance of water service to your property.

Should you desire instructions or additional information in this matter, please contact **(name)** at **(phone)**.

Sincerely yours,

**CCC Specialist/Ann Arbor Township, Utilities Department**

## SECOND NOTICE TO TEST BFP ASSEMBLY

(Note: This can also be adapted for a third notice and also for use with failure to install a BFP assembly)

Date

Customer Account Number (optional)

Customer Name

Customer Address Line 1

Customer Address Line 2

Subject: Testing of Backflow Prevention Assembly - Second Notice

First Notice Date: \_\_\_\_\_ Second Notice Date: \_\_\_\_\_

Dear \_\_\_\_\_ Water System Customer:

The Michigan Department of Environmental Great Lakes and Energy (EGLE) requires public water systems to implement cross-connection control programs to protect the drinking water supply from contamination. As part of this program, backflow prevention assemblies were installed on your service or within your premises to protect our water distribution system from contamination. EGLE requires these assemblies to be tested annually to verify that they are in good working condition.

The assembly/assemblies identified in our letter of **{insert date}** (copy attached) must be tested by a certified Backflow Assembly Tester (BAT) upon installation and annually thereafter. This requirement is a condition of our system continuing to supply potable water to your premises.

**According to our records, as of today's date, you have not submitted the requested Assembly Test Report(s).** If you believe this is in error, please contact me as soon as possible at the number below.

If you have not submitted the Assembly Test Reports as requested, please:

Immediately employ a-certified BAT to test the listed assembly/assemblies; and  
Submit a signed copy of the completed Assembly Test Report(s) to me at the  
address above **within 15 days of the date of this letter.**

Your cooperation in this matter is essential for protecting your drinking water supply and the public water supply from contamination. Failure to comply with the annual assembly testing requirement will trigger an enforcement action by our system. Enforcement could include a shut-off of your water service.

If you have any questions, please contact me at **{insert phone number}**.

Sincerely,

Name

CCC Program Manager

Enclosure: First Test Notice Letter

## WATER SHUT OFF NOTICE

February 4, 2016

**John Doe**  
**Title**  
**Company Name**  
**4321 First Street**  
**Anytown, State ZIP**

Dear Mr. **Doe**,

You are hereby notified that in accordance with Ann Arbor Township Cross Connection Control Program, the water supply to your premises, located at

**(address)**

will be discontinued on **(date - normally five to ten days from current date)** and shall remain discontinued until you have complied with the requirements of this **(name of agency and office)**. The discontinuance of your water service until you have so complied.

Sincerely yours,

**CCC Specialist/Ann Arbor Township Utilities Department**

# Cross Connection Control Inspection Report

## *Non-Residential Customers*

Survey Date: \_\_\_\_\_

### **Customer Information**

Premises Name: \_\_\_\_\_ Customer Account No. \_\_\_\_\_

Address: \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of Premises: \_\_\_\_\_

Description of Water Use: \_\_\_\_\_

### **Water Service and Backflow Assembly (BFP) Size/Type**

Service Type	Service Size	Meter Size	BPA Size	BPA Type
<b>Domestic</b>				
<b>Fire</b>				
<b>Irrigation</b>				
<b>Other</b>				

### **Cross Connection Control Inspector Information**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Certification Number: \_\_\_\_\_ Year Certified: \_\_\_\_\_



**Inspector's Recommendations**

I certify that this cross-connection control inspection report accurately reflects the overall risk posed by the customer's plumbing system to the Water Utility's public water distribution system. Based on the above inspection, I certify that:

1. I found the following type(s) of isolation backflow preventer(s):

Air Gap \_\_\_\_\_ RPZ \_\_\_\_\_ DCVA \_\_\_\_\_ None \_\_\_\_\_

2. The existing backflow preventer(s) is/are properly installed:

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

3. The existing backflow preventer(s) is/are commensurate with the degree of hazard:

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

4. Since on backflow preventer was installed for isolation, the premises owner should install an isolation backflow preventer of the following type:

Air Gap \_\_\_\_\_ RPZ \_\_\_\_\_ DCVA \_\_\_\_\_ N/A \_\_\_\_\_

5. The premises owner should replace the existing isolation backflow preventer(s) with the following:

Air Gap \_\_\_\_\_ RPZ \_\_\_\_\_ DCVA \_\_\_\_\_ N/A \_\_\_\_\_

The completed inspection report shall be first signed by the inspector conducting the inspection, and then counter-signed by the owner of the premises or the owner's authorized agent.

**Inspector Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

As the owner of the premises (or owner's authorized agent), I certify that I have received a copy of this completed Cross Connection Control Inspection Report.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRELIMINARY CROSS CONNECTION CONTROL HAZARD ASSESSMENT FORM  
NON-RESIDENTIAL CUSTOMERS**

Customer Account No.: \_\_\_\_\_

Name of Customer or Business: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Is your business or premises of a type included in the table below (check all that apply)?

Agriculture (farm or dairy)		Metal plating industry	
Beverage bottling plant		Mortuary	
Car wash		Petroleum processing or storage plant	
Chemical plant		Pier or dock	
Commercial laundry or dry cleaners		Radioactive material processing plant or nuclear reactor	
Having both reclaimed water and potable water provided		Survey access denied or restricted	
Film processing plant		Wastewater lift station of pump station	
Food processing plant		Wastewater treatment plant	
Hospital, medical center, nursing home, veterinary, medical, or dental clinic, blood or plasma center, dialysis treatment center		Having an unapproved auxiliary water supply interconnected with public water supply	
Having a separate irrigation system using public water and adding chemicals*		Other (describe)	
Laboratory		Other (describe)	

\*Parks, playgrounds, golf courses, cemeteries, estates, etc.

Other potential cross connection concerns:

\_\_\_ Irrigations system

\_\_\_ Fire sprinkler system, using \_\_\_ not using \_\_\_ chemicals or anti-freeze

\_\_\_ Swimming pool

\_\_\_ Other (describe) \_\_\_\_\_

**Note to Customer:** This form is used for preliminary assessment only, The Water Utility may require a more thorough inspection at a later date.

This form was completed by (print name): \_\_\_\_\_ Date: \_\_\_\_\_

Please return form by (insert date) and send to (insert name, address).

## WATER USE QUESTIONNAIRE RESIDENTIAL CUSTOMERS

Customer Account No. \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please indicate whether the special plumbing or activities listed below apply to your premises:

Yes	No	<b>Plumbing or Activity Present on Customer's Premises*</b>
		Underground lawn irrigation system
		Water treatment system (i.e., water softener)
		Solar heating system
		Residential fire sprinkler system
		Other water supply (whether or not connected to plumbing system)
		Sewage pumping facilities or grey water system including basement toilet upflow pumping system
		Water-powered sump pump
		Boat moorage with water supply
		Hobby farm
		Animal water troughs or automatic waterers
		Swimming pool or spa
		Greenhouse
		Decorative pond
		Photo lab or darkroom
		Home-based business. If yes, list type (e.g., beauty salon, machine shop, etc.) _____ _____ _____

\*Based on their knowledge of residential connections served, the Water Utility may "customize" this list by adding or deleting plumbing categories or activities.

Completed by (print name): \_\_\_\_\_

Date: \_\_\_\_\_

Resident's Signature: \_\_\_\_\_

## EXCEPTIONS TO HEALTH HAZARD REQUIREMENTS FOR (YEAR) ANNUAL SUMMARY REPORT

Exception forms must be completed and submitted to EGLE with the Annual Summary Report.

Complete one form for each exception that was granted.

### **Part 1: Public Water System (PWS) Information**

PWS ID:	PWS Name	County:
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### **Part 2: Premises Information**

Name of Premises	
Service Address	
Premises Type of Category	
Additional Information or Description of Premises to Help Explain Why Exception is Appropriate	

### **Part 3: Information Regarding Exception to Health Hazard Requirement**

Date of Hazard Evaluation	
Date Exception Granted	
Expiration Date of Exception (if any)	
Date of Next Hazard Evaluation	

*Enter dates in MM/DD/YYYY format*

**Part 4: Justification for Not Requiring Health Hazard Using AG or RPZ BFP**

Reason that the Premises <i>Do Not</i> Pose a Health Hazard to the Public Water Supply	Check if Applicable
Medical/Health services facilities not having laboratory or similar facilities such as psychiatric office or counseling center.	
Dental office having an independent water supply for dental work (no interconnection with public water supply)	
Bottling plant without bottling process, e.g., warehouse only	
Laundry or dry cleaners without cleaning processes on premises, e.g., customer drop off and pick-up only	
Marina or dock for small boat moorage only (no water/sewerage hook-ups)	
Agricultural premises with hobby farm (non-commercial) activities	
Other (please describe): _____	

**Part 5: Form Completion Information**

I am the Cross Connection Control Specialist who granted this exception and certify that the information provided is complete and accurate to the best of my knowledge.	
Name (Print):	Cert. No.
Signature:	Date:
Phone:	Email:
I am the manager of the Ann Arbor Township Water Treatment Dept. and I concur with the granting of this exception and certify that the information provided is complete and accurate to the best of my knowledge.	
Name (Print):	Title:
Signature:	Date:

*Enter dates in MM/DD/YYYY format*

Manufacturer

Model

Size

Serial Number

Service Number:

Location:

Service Name/Address

Owner Name/Address:

Detector Assembly: Water Meter Reading: Before Test \_\_\_\_\_ After Test \_\_\_\_\_

- RP
- DC
- PVB
- SVB
- DCDA
- RPDA
- DCDA-II
- RPDA-II

Reduced Pressure Principle Assembly				
Double Check Valve Assembly				
	Check Valve #1	Check Valve #2	Relief Valve	PVB/SVB
<b>Initial Test</b>	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	Opened at _____ PSID	<b>Air Inlet</b> Opened at _____ PSID
	_____ PSID	_____ PSID	Did Not Open <input type="checkbox"/>	Did Not Open <input type="checkbox"/>
<b>Repairs: Details</b>	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced _____ _____ _____			
	Leaked <input type="checkbox"/>	Leaked <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	<b>Check Valve</b> Held at _____ PSID  Leaked <input type="checkbox"/>
<b>Final Test</b>	_____ PSID	_____ PSID	Opened at _____ PSID	Air Inlet _____ PSID
		Closed Tight <input type="checkbox"/>		Opened Fully? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Comments:</b> _____				Check Valve Held at _____ PSID
<b>Initial Test</b>	Date _____ Time _____ Certified Tester No. _____			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
	Test by (Signature) _____ Print Name _____			
<b>Repair</b>	Date _____ Time _____ Certified Tester No. _____			
	Test by (Signature) _____ Print Name _____			
<b>Final Test</b>	Date _____ Time _____ Certified Tester No. _____			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
	Test by (Signature) _____ Print Name _____			

Onsite Contact Acknowledged \_\_\_\_\_ Signature \_\_\_\_\_

# BACKFLOW INCIDENT REPORT

Received by \_\_\_\_\_ Report # \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Time \_\_\_\_\_

Person Reporting Incident \_\_\_\_\_ PH # \_\_\_\_\_

Address \_\_\_\_\_

Nature of Incident as reported:

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Location of Incident:

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Immediate Action Taken:

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Name and Phone number of Agency & individuals contacted (i.e., Health Dept., Fire Dept., etc.):

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Field Report by \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Time \_\_\_\_\_

Action taken in field to determine and isolate affected area:

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Source of Contamination (if found):

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Degree of Hazard - Health \_\_\_\_\_ Non-Health \_\_\_\_\_

Type of Backflow Protection (if any) at source of contamination:

\_\_\_\_\_

Date of latest Backflow Field Test \_\_\_/\_\_\_/\_\_\_

**Please attach copy of field test report.**

Corrective action taken to restore water quality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendations to prevent similar incidents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments

List of attachments (i.e., compliance letters, notifications, reports, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_ Date

Signature \_\_\_\_\_ /\_/\_\_ Date \_\_/\_\_/

Signature \_\_\_\_\_ Date \_\_/\_\_/\_\_

Signature \_\_\_\_\_

**ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES**  
**AMENDMENTS TO ZONING CODE CHAPTER 74, SECTIONS 74-2 “DEFINITIONS AND INTERPRETATION,” 74-600 “FENCE REGULATIONS,” 74-595 “SETBACKS ON ARTERIAL ROADS,” AND 74-426 “REQUIREMENTS, SCOPE, USES, EXCEPTIONS.”**

**ORDINANCE No. \_\_\_\_\_**

April 12, 2024

The Ann Arbor Charter Township Board of Trustees ordains and adopts the following amendments to Chapter 74, Sections 74-2 “Definitions and interpretation,” 74-600 “Fence regulations,” 74-595 “Setbacks on arterial roads,” 74-426 “Requirements, scope, uses, exceptions” of the Township Code of Ordinances [**new language underlined, deleted language ~~stricken~~**]:

**CHAPTER 74, Section 74-2 “Definitions and interpretation” is amended to add the following new definitions:**

**Sec. 74-2. – Definitions and interpretation.**

\*\*\*

Fence. A marker, barrier, or enclosure intended to screen a land use, or restrict access to or egress from a lot or parcel of land, constructed of wood, metal, stone, or other natural or artificial materials. The term fence shall include gates. A wall, other than a retaining wall, will be considered a fence if it accomplishes the purpose(s) of a fence.

Fence, interior. A fence located outside of a required front, side, or rear yard, as defined by this ordinance. Examples include a fence intended only to provide limited screening of a specific element within the property, or enclose a small portion of the property for a specific purpose, such as a garden or dog run.

Fence, perimeter. A fence located inside a required front, side, or rear yard, as defined by this ordinance. An example includes a fence that is intended to provide full or partial enclosure of a property along or near the property line.

**Knox box®.** A secure, tamperproof device with a lock operable only by a fire department, police department, or emergency services department master key, and containing entry keys, cards, passcodes, and/or operating instructions for access through the driveway gate in an emergency.

\*\*\*

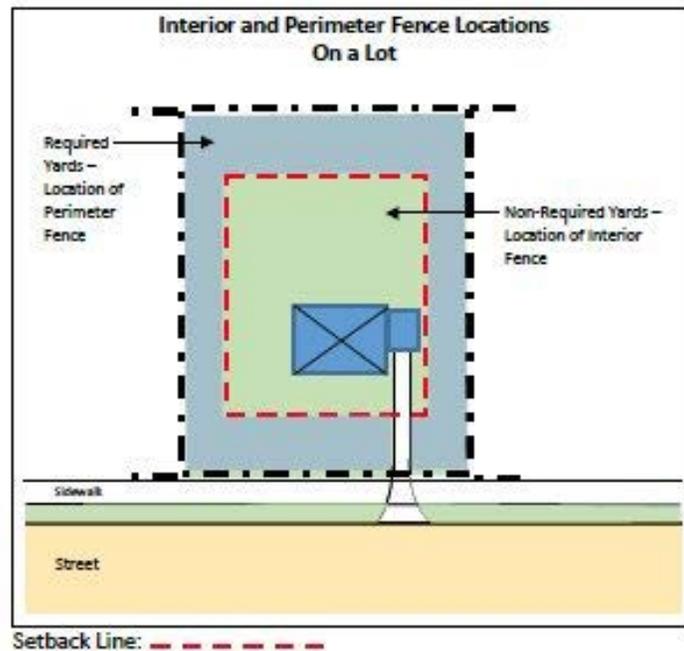
**CHAPTER 74, Section 74-600 “Fence regulations” is amended to read as follows:**

**Sec. 74-600. Fence regulations.**

- (a) *General requirement.* It shall be unlawful for any person, firm, or corporation to construct or cause to be constructed any fence on any property in the Township except in accordance with these regulations. Reference specific land uses or development requirements in this chapter for additional requirements.

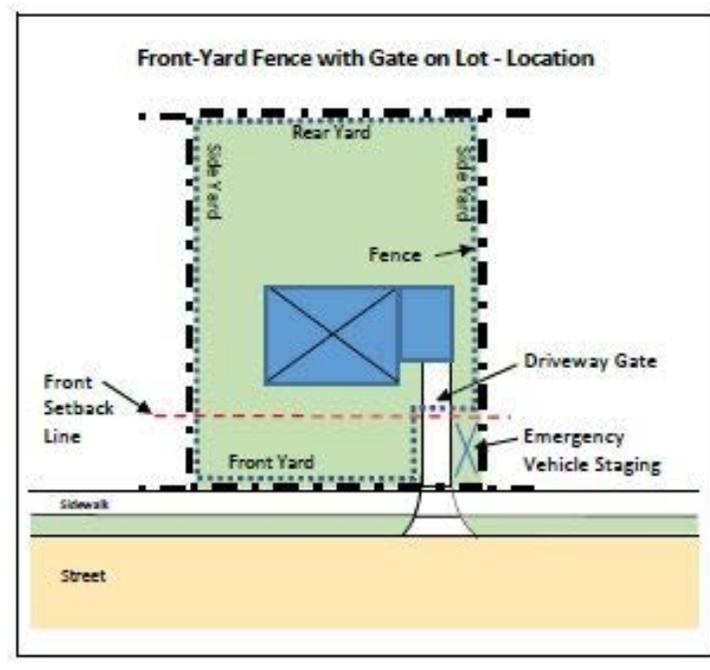
- (b) *Permit requirements.* Any person, firm, or corporation desiring to construct or cause to be constructed a perimeter fence or an interior fence 8-feet tall or taller that is subject to these regulations shall first obtain a fence permit from the Zoning Officer. The application for a fence permit shall contain all information, including drawings, that is necessary to determine compliance with these regulations. A permit shall not be required for a fence that is to be constructed for the purpose of enclosing farmland.
- (c) *Fee.* The fee for a fence permit shall be established, and may be amended, by resolution of the Township Board. The fee shall be paid to the Township Treasurer at the time of application for the permit.
- (d) *Location of fences; location of gates across a driveway.*

- (1) All fences shall be located entirely on the property of the owner of the fence, and outside of any public or private road right-of-way. Owners of adjoining property may jointly apply for a fence permit for the purpose of constructing a perimeter fence on the common property line. In any event, the owner of the fence shall be responsible for maintaining the fence, as outlined in Sec. 74-600(1).
- (2) Perimeter fences may be located in any required yard, and internal fences may be located in any non-required yard, unless provisions in this section to accommodate emergency vehicles specify otherwise. The graphic below shows the location of a required yard (gray shading), and the location of a non-required yard (green shading).



- (23) No fence or fence post, and no gate or gate post, or other structure that serves as a fence or gate, shall conflict with the turning radii of any emergency vehicle apparatus.
- (34) For all fences located in a required front yard that abuts a public or private street, and that contain a gate across a driveway:

- a. The gate shall be located no closer to the street than the front setback line to accommodate parking of vehicles on the driveway outside of the gate.
- b. A front-yard fence containing a gate across a driveway shall be located parallel to the driveway on only one side of the driveway; the fence on the other side of the driveway shall be located no closer to the street than the front setback line to provide a staging area on the lot for emergency vehicles, as illustrated below. The section of fence parallel to the driveway may be on either side of the driveway as long as a staging area acceptable to the Ann Arbor Township Fire Chief, pursuant to the International Fire Code (IFC) and the National Fire Protection Association (NFPA), is provided. The staging area shall be free from impediments, such as vegetation, slopes, structures, posts, and other impediments that make it unsuitable as a staging area.



(e) *Height regulations.*

- (1) All fences located on residentially-used lots in any zoning district shall comply with the following regulations:
  - a. Perimeter fences located in a required front yard or in any other required yard (i.e., the yard between the property line and setback line) that abuts a public or private street shall not exceed four feet in height.
  - b. Perimeter fences located in a required side or rear yard (i.e., the yard between the property line and setback line) that does not abut a public or private street shall not exceed a height of six feet.
- (2) Perimeter fences on a lot in a business district and located in any required yard, shall not exceed six feet in height.

- (3) Perimeter fences on a lot in an industrial district and located in any required yard shall not exceed a height of 12 feet.
  - (4) All fences enclosing farmland shall be exempt from the regulations of this subsection.
  - (5) Interior fences on a lot in any zoning district that are not located in any required yard (i.e., the yard between the property line and setback line) of that lot shall not exceed ~~the height limit for structures in the district in which located~~ ten feet in height.
  - (6) In determining the height of the perimeter fence that separates two adjoining lots and that is located within two feet of a common lot line, the maximum permitted height at any point shall be measured from the highest grade at that point within two feet on either side of the common lot line.
  - (7) The height regulations in this section may be modified or waived for a perimeter fence on a common property line by written agreement between the fee simple owners of the adjoining lots. The agreement shall specify the location and height of the perimeter fence. The agreement shall be signed by such owners and shall be filed with the Zoning Officer before a permit may be issued.
- (f) Vehicular gates across private driveways. Vehicular gates across private driveways accessing individual lots are permitted if they meet the requirements of Sec. 74-600, or other applicable sections within this chapter. If the site conditions cannot meet these requirements, then a vehicular gate across the driveway will not be permitted.
- (1) Combined entry and exit ways shall provide a minimum unobstructed width of twenty (20) feet to accommodate emergency vehicles and apparatus, in addition to the emergency vehicle staging area. Entry and exit ways separated by landscape medians, guard houses, or other obstructions shall provide a minimum unobstructed width of twelve (12) feet. Entry and exit ways shall have a minimum unobstructed vertical clearance of not less than thirteen feet six inches (13'6").
  - (2) It shall be identified if the gates are to be manual or electrical in operation.
  - (3) All vehicular gates (manual and electrical) shall be designed as follows:
    - a. Gates shall be a maximum 50% opaque to allow for clear vision through the gate and of vehicle travelways beyond each side of the gate.
    - b. Gates shall swing in, or roll/slide to the side. Gates shall not be permitted to lift up, swing out toward the roadway, or move in any other way other than permitted here.
    - c. Gates shall be maintained in good condition and working order to be fully operational under any weather conditions. This includes clearing all vegetation, snow, or other conditions that may impede the operation of the gate.
    - d. When fully opened, gates shall not obstruct the path of travel for vehicles or pedestrians, whether emergency or non-emergency.
    - e. If the gate is locked, it shall be provided with a Knox Box mounted near the gate.

- f. Gates shall be designed to remain fully open during an emergency event with a gate-capturing device.
- (4) All electrical vehicular gates:
- a. Shall be provided with a failsafe open device in the event of power failures. The Fire Chief may remove this requirement if secondary power is provided by battery back-up or generator.
- b. Shall be designed to remain fully open during an emergency event until reset. A “Hold Open” code or override feature must be included in the design and functioning of the gate to allow gates to remain open so that multiple fire apparatus can enter without having to wait for intermittent opening of the gate(s).
- c. In business and industrial districts, the electrical gate shall interface with the building fire alarm system and also have an emergency vehicle siren controlled override to automatically open the gate for emergency access, in addition to a Knox Box described above.
- (5) If there are two (2) or more gates in a single lot, all gates shall operate in the same fashion.
- (6) Gate activation shall not be altered or placed out of service without prior notification to the Ann Arbor Township Fire Department, Ann Arbor Township Building Department, and Washtenaw County Sheriff Department.
- (fg) *Vision clearance.* All fences and gates shall comply with section 74-8, *Visibility at intersections*. A fence that is located at the intersection of a driveway and a public sidewalk, or a sidewalk along a private street, shall not obstruct vision between the driveway and sidewalk. In addition, gates shall meet the opacity requirement in section 74-600(f)(3)(a) above.
- (gh) *Safety regulations.*
- (1) On residentially-zoned or used lots, no spikes, nails, barbed wire or other pointed objects or sharp protrusions shall be placed on, attached to, or permitted to remain on any fence. On non-residentially-zoned or used lots, nNo spikes, nails, barbed wire, or other pointed objects or sharp protrusions shall be placed on, attached to, or permitted to remain on, any fence below a height of ten feet, except in the case of fences that enclose farmland, in which case barbed wire may be permitted at any height of the fence.
- (2) Perimeter fences shall not contain any electric charge or current, except for electrically-operated gates across driveways and electric fences to enclose farmland. Perimeter electric fences that enclose farmland, in which case electric fence wires shall be permitted, provided such wires are attached to the inside face of the fence posts that they are clearly identified at intervals of not less than 100 feet with warning signs that read: “Warning: Electric Fence” along the portion of the fence that abuts a public right-of-way, or is within 200 feet of a residential structure on an abutting property. Internal fences on any property may contain an electric charge or

current. All electric fences shall be of a type and make approved by Underwriters Laboratories. Underground electric pet containment fences are excluded from the regulations of this section.

(3) Gates spanning a driveway, and associated openers, must be installed pursuant to the International Fire Code (IFC) and be approved by the Township Fire Chief.

- (hi) *Retaining walls.* A retaining wall shall be regulated as a fence if the wall projects more than 18 inches above the ground being retained.
- (ij) *Temporary construction fences.* Temporary construction fences, and fences required for protection around excavations, shall comply with the State Construction Code. Such fences shall be removed promptly after one year from the date of the fence permit, unless a time extension is approved by the Zoning Board of Appeals.
- (jk) *Public utility fences.* Fences that enclose public utility installations shall not be located in any required yard, where the lot is located in a residential district. Such fences may be located in any required yard where the lot is located in any other zoning district. Such fences shall comply with all other regulations of this section.
- (kl) *Maintenance.* Fences shall be maintained by the owner of the fence so as not to endanger life or property. Any fence which, through lack of repair, type of construction, or other condition that endangers life or property, is a nuisance. If an unsafe fence exists, the Zoning Officer shall serve written notice to the owner, agent, or person in control of the property on which the fence is located. The notice shall describe the unsafe condition, shall specify the repairs or changes required to make the fence safe, or shall require an unsafe fence or part thereof to be removed. The notice shall provide a time limit for such repairs, changes, or removal to be made.

If a fence is located within a recorded easement, and the fence is removed or damaged due to work in the easement, then it is the fence owner's responsibility to replace or repair the fence.

- (lm) *Fences in special districts.* Fences located on a lot in a PUD, RRA, OP, or other special zoning district shall be exempt from the regulations of this section, but shall be regulated as provided in the approved petition for that lot.

**CHAPTER 74, Section 74-595 “Setbacks on arterial roads” is amended to read as follows:**

**Sec. 74-595. - Setbacks on arterial roads.**

- (a) No building or structure shall be located less than a distance equal to the sum of 60 feet and the required minimum front yard of the district in which located, from the existing right-of-way centerline of any of the following roads:
  - (1) Whitmore Lake Road;
  - (2) Nixon Road;
  - (3) Plymouth Road;

- (4) Dixboro Road;
- (5) Geddes Road;
- (6) Joy Road;
- (7) Maple Road;
- (8) Clark Road;
- (9) Hogback Road;
- (10) Huron River Drive;
- (11) Earhart Road;
- (12) Warren Road, between Pontiac Trail and Whitmore Lake Road;
- (13) Pontiac Trail;

provided, however, notwithstanding the foregoing, for purposes of placement of signs and fences, the additional 60-foot distance shall not be included in the calculation of the required front yard.

(b) Reference to arterial roads in this chapter shall be deemed to include all of the roads listed in this section 74-595.

**CHAPTER 74, Section 74-426 “Requirements, scope, uses, exceptions” is amended to modify subsection (g):**

**Sec. 74-426. - Requirements, scope, uses, exceptions.**

\*\*\*

*(g) Exemptions from area, placement, and height regulations.*

(1) The following structures may be located anywhere on any lot: open and unroofed terraces, patios, porches and steps; awnings; flag poles; hydrants; laundry drying equipment; trellises; recreation equipment; outdoor cooking equipment; sidewalks and private driveways; trees, plants, shrubs, and hedges; ~~solid fences, screens, or walls less than four feet in height; fences, screens, or walls having at least 50 percent of their surface area open when viewed from the perpendicular;~~ mailboxes; and light poles. Anything constructed, erected, placed, or planted or allowed to grow, shall conform to the provisions of section 74-8, *Visibility at intersections*.

\*\*\*

Motion By:

Second By:

YEAS:

NAYS:

Abstain:

Absent:

ORDINANCE DECLARED ADOPTED

CERTIFICATION

It is hereby certified that the foregoing Ordinance was adopted by the Township Board of Ann Arbor Charter Township, Washtenaw County, Michigan at a meeting of the Board duly called and held on February 19, 2024.

ANN ARBOR CHARTER TOWNSHIP

By: \_\_\_\_\_  
Diane O'Connell, Supervisor

By: \_\_\_\_\_  
Rena Basch, Clerk

Public Hearing: July 6, 2023

Planning Commission Recommendation: January 11, 2024

Approved by Board: February 19, 2024

Effective: February 26, 2024 (7 days after publication)



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

**MEMORANDUM**

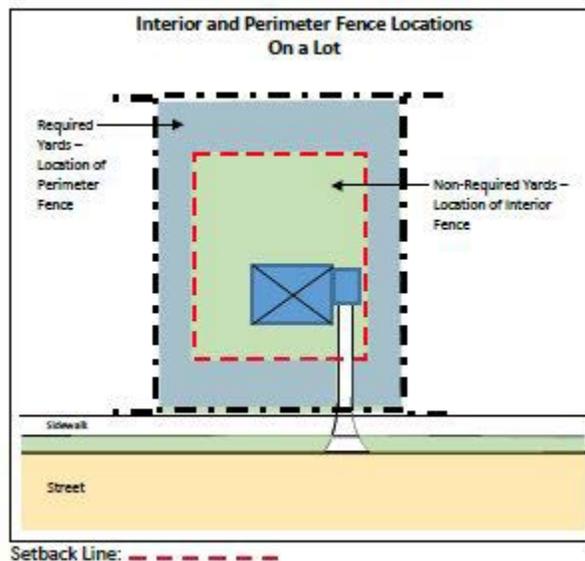
**TO:** Ann Arbor Township Board of Trustees  
**FROM:** Sally M. Elmiger, AICP, LEED AP  
**DATE:** April 12, 2024  
**RE:** Fences and Gates – Revised Draft Ordinance Language

The Township Board reviewed draft ordinance language regarding “Fences and Gates” at their February 19, 2024 meeting. At that meeting, Board members asked that we research a number of questions generated by the draft, and return with answers and possible language revisions.

The attached draft ordinance addresses most of these questions. Also, we have listed the questions below, and described the results of our research after each:

**1a. Clarify when fences are allowed in setbacks.**

CWA Comments: Perimeter fences are allowed in any required yard (or in other words, the land between the property line and the setback line in the front, side or rear of the parcel or lot). Interior fences are permitted in any non-required yard (or the land that is located outside the required yard established by the setback lines). A graphic illustration locating the “required yard” and “non-required yard” on a site is provided in the draft ordinance, and below. We have shifted the location of this graphic in the most recent draft ordinance, and provided specific language in the Fence Regulations section of where a perimeter fence is allowed, and where an interior fence is allowed.



Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*  
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*  
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Senior Associate*  
Richard K. Carlisle, *Past President/Senior Principal*

**1b. Are setbacks along a road frontage measured from the property line or road right-of-way?**

CWA Comments: Setbacks along a road frontage are measured from the road right-of-way.

**1c. Should the exception for fences be removed from 74-595 “Setbacks on arterial roads?”**

CWA Comments: This section adds 60-feet from the road centerline (not the right-of-way line) to the required front setback on a site. You may be aware, but metes & bounds parcels were often established placing the front property line at the centerline of a public road. Therefore, this section was most likely added to take this into account when establishing the front setback for any building on these metes & bounds properties.

All the roads in this section have 120-foot right-of-way. Therefore, this provision wouldn't most likely change the possible location of a fence or sign. However, the Warren Road right-of-way is only 86-feet wide. Therefore, adding 60-feet from the centerline will push the front setback line back onto the site by an additional 17-feet (or 60' minus 43' = 17'). Also, the front property along Warren Rd. (between Pontiac Trail and Whitmore Lake Road) extends to the centerline of Warren Road. If the exception were taken out, properties along Warren Road would have to locate their fences 17-feet further away from Warren Road than if the exception remained.

**2a. When are fences permitted in easements and/or road rights-of-way?**

CWA Comments: The current ordinance only states that a fence shall be located on the fence owner's property. There is no mention about keeping a fence out of a utility easement or right-of-way. We have added language to the draft ordinance stating that a perimeter fence shall not be located within a public or private road right-of-way.

**2b. The Township's Utility Director has found that fences at common rear property lines have been installed atop utility and/or access easements. The ordinance is somewhat unclear - perhaps fences should specifically be prohibited within any right-of-way or easement. Perhaps the language could say that any fence built within any easement is the property owner's responsibility to repair or replace (or pay the cost) if work needs to occur within the easement and the fence needs to come out. The Board questioned how other communities were addressing this issue.**

CWA Comments: We were not able to find any specific zoning language in surrounding communities that address fences in utility easements. Therefore, we have added language specifically stating that maintenance of a fence is the fence owner's responsibility, and if the fence is located within a recorded easement and if work within that easement removes or damages the fence, it is the fence owner's responsibility to repair or replace the fence.

**3a. Should interior fences have a height restriction different than the height of the primary structure?**

CWA Comments: If a different height is desirable, we would suggest a maximum of 10-feet. This is the height identified by the resident who wanted to keep a “deer-proof” interior garden fence. We've added this maximum to the draft ordinance language.

**3b. Should perimeter fences on a common property line between 2 properties have an absolute height limit?**

CWA Comments: The ordinance limits “perimeter” fences (that could be located on a common property line between two properties) in the required side and rear yard to six-feet tall.

**4. Should the ordinance further clarify responsibility for maintenance of fences constructed on common property lines? Does allowing your neighbor to construct a fence on the property line then cause you to also be liable for fence repairs?**

CWA Comments: We have added language that specifically leaves the maintenance responsibility for a fence located on a common property line, to the owner of the fence.

**5. Clarify the definition of Knox Box.**

CWA Comments: A definition for a “Knox Box” has been added to the draft.

**6. Regarding Section 74-600(j), clarify who “Board of Appeals” refers to. Could the Building Official approve temporary fence extensions, rather than the Board of Appeals?**

CWA Comments: This is a reference to the “Zoning” Board of Appeals. We’ve modified the section to state this.

We look forward to discussing the fence/gate ordinance revisions with you in the near future.

  
\_\_\_\_\_  
CARLISLE/WORTMAN ASSOC., INC.  
Sally M. Elmiger, AICP, LEED AP  
Principal

**BOARD OF TRUSTEES  
ANN ARBOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION CONFIRMING DHU VARREN  
PUBLIC ROADWAY AMEMDED SPECIAL ASSESSMENT ROLL  
UNDER MICHIGAN ACT 188 OF THE PUBLIC ACTS OF 1954, AS AMENDED  
MAY 20, 2024**

Resolution adopted at a special meeting of the Board of Trustees (the “Township Board”) of the Charter Township of Ann Arbor (the “Township”), Washtenaw County, Michigan, held at the Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan on May 20, 2024 at 7:30 p.m., and available electronically via Zoom video conference which was open and made available to the public via a registration link and dial in number located on the website for the Township.

PRESENT:

ABSENT:

Motion by Trustee:

**RECITALS**

A. Petitions (the “Petitions”) were submitted to the Ann Arbor Charter Township Board of Trustees requesting establishment of a Dhu Varren Public Roadway Special Assessment District to serve certain properties in the Dhu Varren Road and Dhu Varren Court neighborhood of the Township, pursuant to Public Act 188 of 1954, as amended, MCL 41.721 *et seq.*, (“Act 188”); and

B. The Washtenaw County Road Commission (“WCRC”) and the Township Board caused to be prepared and considered plans (“Plans”) describing (i) the proposed Dhu Varren Road and Dhu Varren Court public roadway improvements (the “Improvements”); (ii) the location of the District; and (iii) the estimated cost of the Improvements (on a fixed or periodic basis as appropriate) (“Estimate of Costs”), and the Township Board previously ordered the Plans to be filed with the Township Clerk.

C. Pursuant to Act 188, and in accordance with lawful procedure required thereunder, the Township confirmed the Dhu Varren Road Special Assessment District, (“District”) and the Dhu Varren Road Special Assessment District Roll (“the Roll”) on April 24, 2023, assessing each Parcel in the District the total amount of \$11,612.90, plus interest charged at 1.5% per annum.

D. Pursuant to Act 188, if the total amount collected on assessments prove larger than necessary by more than 5% of the original roll, then the surplus shall be prorated among the properties assessed in accordance with the amount assessed against each and applied toward the payment of the next township tax levied against such properties, respectively, or if there be no

such tax then it shall be refunded to the persons who are the respective record owners of the properties on the date of the passage of the resolution ordering such refund.

E. The Improvements have been completed, and the actual costs of the Improvements (“Actual Costs of Improvements”), including all administrative and legal costs, are less than the Estimated Costs upon which the Roll was confirmed, which will amount to a surplus of more than 5% when the total amount is finally collected in accordance with the confirmed Roll.

F. On April 15, 2024, the Township resolved that amendment of the Roll to reflect the Actual Costs of Improvements as well as the collection of the first annual installment is in the best interests of the health, safety and welfare of the Township.

G. On April 15, 2024, the Township directed the Supervisor to:

1. File the Actual Costs of Improvements with the Township Clerk;
2. Prepare an amended roll (“Amended Roll”) to reflect ninety percent (90%) of the Actual Cost of Improvements, plus 1.5% interest per annum, and to include all of the parcels of land within the established District assessed for the cost of the Improvements, including the names of the owners of each parcel, the total amount to be assessed against each parcel to be the relative portion of the whole sum levied against all parcels of land in the District as the benefit to such parcels bears to the total benefit to all parcels of land in the District;
3. Certify that the Amended Roll was made pursuant to this Resolution adopted April 15, 2024 and that the Amended Roll conforms to the directions contained in this Resolution and the requirements of Act 188 and other applicable laws and statutes to the Supervisor’s best judgment; and
4. File the Amended Roll with the Township Clerk.

H. The certified Amended Roll has been reported to the Township Board and filed with the Township Clerk for public examination, and a copy is attached to this Resolution as Exhibit A.

I. The Township Supervisor and Township Assessor have further reported that the amended assessment against each parcel of land within the District is the relative portion of the whole sum levied against all parcels of land in the District as the benefit to such parcels bears to the total benefit to all parcels of land in the District.

J. On April 15, 2024, the Board directed that a public hearing be held on May 20, 2024 at 7:30 p.m. at the Ann Arbor Charter Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan 48105 to hear any objections to the Amended Roll and any other matters to be considered at the public hearing.

K. The public hearing was preceded by proper notice published twice in a newspaper of general circulation in the Township, with the first notice at least ten (10) days before the date of

the hearing, and mailing of the notice by first class mail to each record owner of, or party in interest in, property to be assessed within the District whose name appears upon the last Township tax assessment records, at least ten (10) days before the public hearing, all in accordance with Act 188 and other applicable laws.

L. In accordance with such notices, a hearing was held on May 20, 2024 at 7:30 p.m. at the Ann Arbor Charter Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan 48105 and all persons were given the opportunity to be heard on the Amended Roll and any other matters to be considered at the public hearing.

M. The Township Board has determined that it is in the best interests of the public health, safety and welfare to confirm the Amended Roll attached as Exhibit A for the Dhu Varren Road Special Assessment District.

### **RESOLUTION**

After consideration of the foregoing Recitals and the comments of the public at the public hearing, NOW, THEREFORE, IT IS RESOLVED BY the Ann Arbor Charter Township Board of Trustees that:

1. The Amended Roll previously reported to the Township Board and filed with the Township Clerk for public examination, a copy of which is attached to this Resolution as Exhibit A, is designated the Dhu Varren Public Roadway Special Assessment Roll and is confirmed as the special assessment roll for the District, and amends the Roll confirmed on April 24, 2023. The Township Clerk shall endorse the Amended Roll with the date of confirmation.

2. Each parcel in the Amended Roll shall be assessed a total principal amount of \$7,402.87. The Township Board determines that the term of the District shall remain 10 years commencing in 2023, that interest on installment payments shall remain at a rate of 1.5 percent (1.5%) per annum, and that annual installments due in 2024 and subsequent years shall be adjusted to account for the first annual installments collected for year 2023.

3. The Dhu Varren Public Roadway Special Assessment in the District (“Assessment”) shall continue to be divided into 10 equal annual installments of principal, the first installment having been billed with the December 2023 tax bills and collected in February 2024. The following installments shall be adjusted to account for the first annual installments collected for year 2023 and shall be due on or before the 14<sup>th</sup> day of February of each and every year thereafter (or such later date allowed by state law for payment of winter taxes) for a total period of 10 years, commencing in 2023. All unpaid installments prior to their transfer to the tax roll as provided by Act 188 shall bear interest payable annually on each installment due date at the rate of 1.5 percent (1.5%) per annum commencing on the first installment due date. Any payments made before such first installment due date shall not bear interest.

4. Future due installments of the Assessment against any parcel of land in the District may be paid to the Township Treasurer at any time in full with interest accrued through the month in



I certify that the foregoing is a true and complete copy of a resolution adopted by the Ann Arbor Charter Township Board of Trustees, County of Washtenaw, State of Michigan, at a special meeting held on May 20, 2024, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Rena Basch  
Ann Arbor Charter Township Clerk

Dated: \_\_\_\_\_, 2024

**EXHIBIT A**  
**AMENDED SPECIAL ASSESSMENT ROLL**

	<b>Parcel ID Number</b>	<b>Property Address</b>	<b>Owner(s)</b>	<b>Assessment</b>
1	1-09-17-101-001	3033 Dhu Varren Ct.	Paresh and Sharon Patel	\$7,402.87
2	1-09-17-101-003	3090 Dhu Varren Ct.	Erdwing Coronado and Maria Garcia	\$7,402.87
3	1-09-08-400-009	3054 Dhu Varren Ct.	Sandra and Jason Hearn	\$7,402.87
4	1-09-08-400-010	3036 Dhu Varren Ct.	James and Tindera MacBain	\$7,402.87
5	1-09-08-400-011	3018 Dhu Varren Ct.	Jonathan and Michael Ann Hunt	\$7,402.87
6	1-09-08-400-008	205 Dhu Varren Ct.	Todd Altstetter	\$7,402.87
7	1-09-08-400-007	211 Dhu Varrent Ct.	Gerald and Monique Geiman	\$7,402.87
8	1-09-17-101-002	467 Dhu Varren Rd.	Fred Morady and Paulette Metoyer	\$7,402.87
9	1-09-17-101-004	413 Dhu Varren Rd.	Kyung Cho and Young Trustee	\$7,402.87
10	1-09-17-101-005	359 Dhu Varren Rd.	Sean and Ashley Ferris	\$7,402.87
11	1-09-17-101-006	305 Dhu Varren Rd.	Eugene Su and Christin Carter-Su	\$7,402.87
12	1-09-17-101-007	213 Dhu Varren Rd.	Todd and Susan Beel	\$7,402.87
13	1-09-17-101-008	141 Dhu Varren Rd.	David and Caroline Lee	\$7,402.87
14	1-09-17-101-009	69 Dhu Varren Rd.	Besnick Topulli and Kamela Bolano	\$7,402.87
15	1-09-17-100-006	50 Dhu Varren Rd.	Mark and Leslie Poleo	\$7,402.87
16	1-09-17-100-005	100 Dhu Varren Rd.	Naomi Laventhal and Jason Whipple	\$7,402.87
17	1-09-17-100-004	150 Dhu Varren Rd.	Janet Kemink and Rodney Smith	\$7,402.87
18	1-09-17-100-003	200 Dhu Varren Rd.	Mohamed-Abdulrahman El-Sayed & Sarah Jukaku	\$7,402.87
19	1-09-17-100-031	2888 Sunrise Ridge	Stephanie Benz	\$7,402.87
20	1-09-17-100-002	2875 Sunrise Ridge	Jonah Bailey and Kelly Daniels	\$7,402.87
21	1-09-17-100-022	2850 Sunrise Ridge	Bruce and Stephanie Benz	\$7,402.87
22	1-09-17-100-028	2852 Skyline Way	Bruce and Stephanie Benz	\$7,402.87
23	1-09-17-100-030	2861 Skyline Way	Bruce and Stephanie Benz	\$7,402.87
24	1-09-17-100-029	2843 Skyline Way	Bruce and Stephanie Benz	\$7,402.87
25	1-09-17-100-027	2880 Skyline Way	Gordon and Amy Miles	\$7,402.87
26	1-09-17-100-032	2877 Skyline Way	Stephanie and Bruce Benz	\$7,402.87
27	1-09-17-100-026	2900 Skyline Way	Bruce and Stephanie Benz	\$7,402.87
28	1-09-17-100-025	470 Dhu Varren Rd.	Bruce and Stephanie Benz	\$7,402.87
29	1-09-16-250-006	586 Dhu Varren Rd.	Terry Wolf	\$7,402.87
30	1-09-09-300-008	585 Dhu Varren Rd.	Kathryn Carras Trust	\$7,402.87
31	1-09-08-400-006	Dhu Varren Ct.	Anslie Dong Newman Trustee	\$7,402.87

**EXHIBIT B**  
**CLERK'S WARRANT**

**Act 188**

**Warrant for Collection of Ann Arbor Charter Township  
Dhu Varren Public Roadway Special Assessment**

TO: The Treasurer of Ann Arbor Charter Township, Washtenaw County, Michigan

In accordance with the attached Resolution of the Ann Arbor Charter Township Board adopted on May 20, 2024, you are hereby directed to collect the Special Assessments set forth in the attached Ann Arbor Charter Township Dhu Varren Public Roadway Special Assessment Roll from the owners of the properties described in the assessment Roll, together with such interest and penalties as set forth in the Resolution and prescribed by statute.

Any sums due after February 14, 2024 (or such later date allowed by state law for payment of winter taxes) shall bear interest at the rate of 1.5 percent (1.5%) per annum. Any assessments or portions thereof paid prior to February 14, 2024 shall not bear any interest.

If any installment of the Special Assessment is not paid when due, there shall be collected, in addition to interest, a penalty at the rate of one percent (1%) for each month or fraction of a month that the installment remains unpaid before being reported to the Township Board for reassessment upon the Township tax roll under the provisions of PA 188 of 1954, as amended.

Upon receiving such Special Assessment Roll and warrant the Treasurer shall proceed to collect the several amounts assessed therein as the same shall become due.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Rena Basch  
Ann Arbor Charter Township Clerk

**EXTENSION: 123.NET, INC. D/B/A 123.NET  
ANN ARBOR CHARTER TOWNSHIP  
RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT  
METRO Act  
Unilateral Form**

Pursuant to the permit issued on February 13, 2019 (“Permit”) by the Charter Township of Ann Arbor (“Township”) to 123.NET, Inc. d/b/a 123.NET, a corporation duly incorporated under the laws of the State of Michigan and authorized to do business in the State of Michigan, (“Permittee”), and at the written request of Permittee dated April 16, 2024, the Township extends the expiration date of the Permit to the earlier of April 16, 2029 or the date of expiration of the Metropolitan Extension Telecommunications Rights-of-Way- Oversight Act, MCL 484.3101 et seq. (“METRO Act”)

As required by the Permit and the Act, Permittee must provide the Township with: (a) detailed route maps showing the location of Permittee’s Telecommunications Facilities and proposed lines, (b) insurance certificates that continue coverage through the end of the extension term and list the Township as an additional insured, and (c) as-built drawings for the existing Telecommunications Facilities owned by Permittee. Further, the extension is conditioned on the following: (a) confirmation that the existing \$25,000 performance bond will continue for the term of the extension, (b) Permittee shall obtain any necessary construction permit prior to commencement of new work, (c) Permittee shall provide updated insurance certificates, current during the time of work, to the Township, and (d) confirmation that the Township will receive as-built drawings upon conclusion of construction of the new Telecommunications Facilities.

The parties restate all other provisions of the Permit and agree that all such provisions remain in effect. If there is any conflict between the provisions of this First Amendment and the provisions of the Permit, the provisions of this First Amendment will control.

Dated: \_\_\_\_\_, 2024

ANN ARBOR CHARTER TOWNSHIP

By: \_\_\_\_\_  
Diane O’Connell  
Its: Supervisor

**ACKNOWLEDGMENT OF RECEIPT**

Permittee acknowledges receipt of this Extension and agrees to comply with terms of the Permit, as extended.

Dated: \_\_\_\_\_, 2024

123.NET, Inc., d/b/a 123.NET

By: \_\_\_\_\_

Amanda Griffith

Its: Fiber Permits Manager



MICHIGAN'S BACKBONE FOR BUSINESS

04/16/2024

Ann Arbor Charter Township  
3792 Pontiac Trail  
Ann Arbor, MI 48105

**RE: METROPOLITAN EXTENSION TELECOMMUNICATIONS RIGHTS-OF-WAY OVERSIGHT  
ACT PERMIT EXTENSION**

To Whom It May Concern:

Please allow this letter agreement to serve as an extension to the existing Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act ("METRO Act") Permit issued by Ann Arbor Charter Township. This extension is for a term of five (5) years and shall expire on April 16th, 2029.

If the extension term is agreeable, please sign all three (3) extension letter agreement in the place provided below and return one (1) copy to 123.NET, Inc, send one (1) copy to the MPSC, and keep one (1) copy for your records.

We appreciate the township's cooperation and attention to this matter for a Permit Extension granted by the municipality.

Ann Arbor Charter Township  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

123.NET, Inc.

By: Amanda Griffith

Its: Fiber Permits Manager

Date: 04/16/2024

Sincerely,

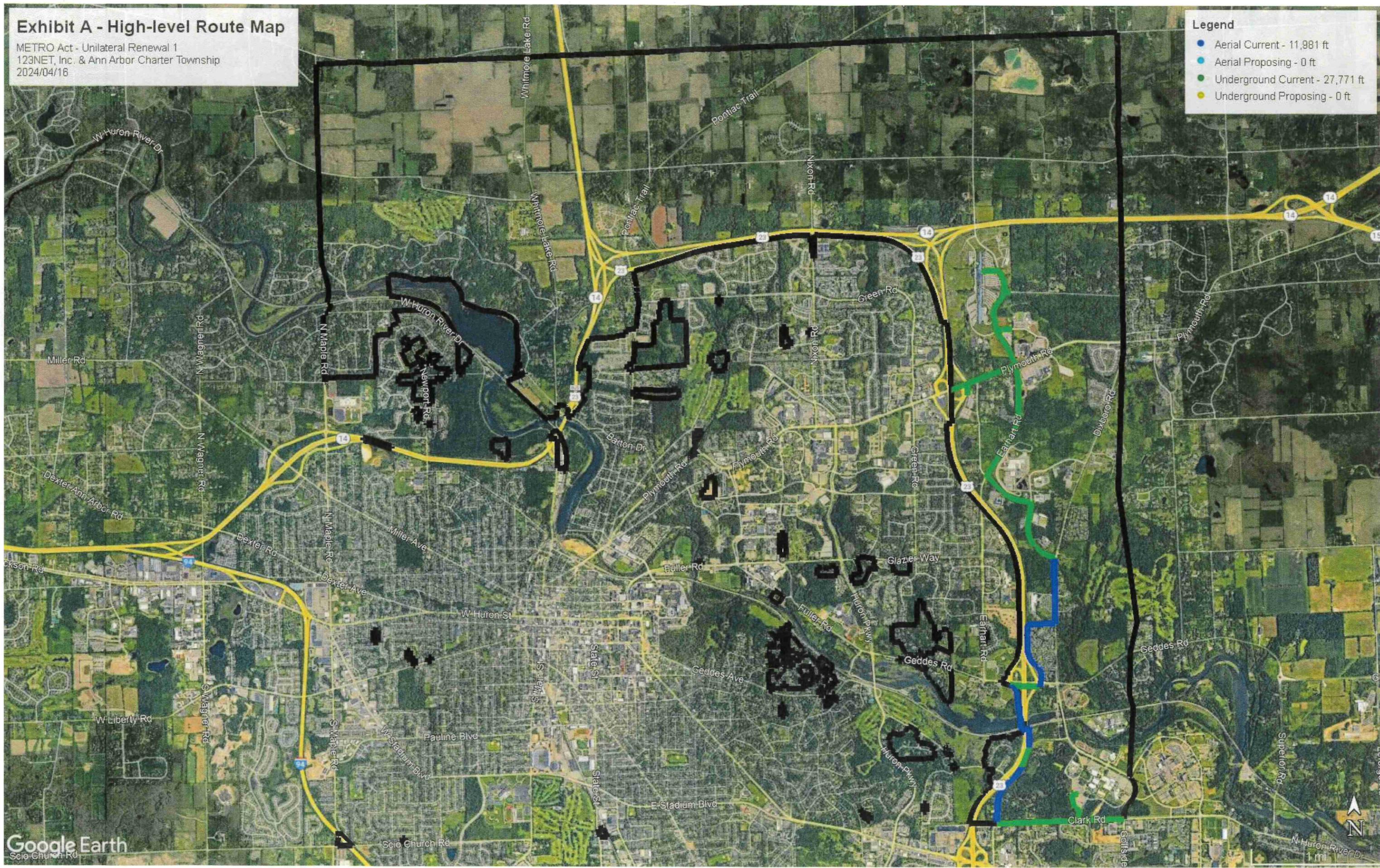
Amanda Griffith  
Fiber Permits Manager  
123.Net, Inc  
248-228-8286  
[permits@123.net](mailto:permits@123.net)

# Exhibit A - High-level Route Map

METRO Act - Unilateral Renewal 1  
123NET, Inc. & Ann Arbor Charter Township  
2024/04/16

**Legend**

- Aerial Current - 11,981 ft
- Aerial Proposing - 0 ft
- Underground Current - 27,771 ft
- Underground Proposing - 0 ft



**Bond Number:** 108039313  
**Principal Name:** 123.NET INC



## Bond Execution Instructions

You have successfully completed your bond submission using Travelers Click®. We thank you for your business!

*As a reminder, you are not authorized to issue any bonds for any company that is involved in whole or in part in cryptocurrency trading, paramilitary operations, pornography, adult entertainment, escort services, prostitution, or the manufacturing, distribution, or sale of cannabis and cannabis-related derivatives. If the bond principal falls into any of these categories, please do not proceed with executing or delivering this bond.*

Please review the following items before releasing the bond to your customer.

### **Surety Bond:**

- For your convenience the bond has been pre-signed by a Travelers corporate officer or attorney in fact and our corporate seal for *Travelers Casualty and Surety Company of America* has been affixed.
- Please use the bond number assigned to this transaction on all related documents. Do not use any other bond number issued to your office, including Reporting Slips and/or pre-assigned numbers previously provided.
- Send the original document to the Principal for signatures (if applicable) and deliver to the Obligee.
- Retain a copy for your records.
- You must either forward the following documents to Travelers or upload them now before exiting your online transaction:
  - A copy of the executed form, *only if it was not generated for you* (i.e. a form was unavailable in our system or you used your own form); and/or
  - Any supporting documentation, if applicable.

Travelers Bond Express  
350 Eagleview Blvd., Suite 105  
Exton, PA 19341  
Email: [TravelersClick@travelers.com](mailto:TravelersClick@travelers.com)  
Fax: 866.785.2463

### **Billing Instructions:**

**Agency Billed Bonds** - Premium must be paid in accordance with your monthly accounting statement or account current agreement with Travelers. Please DO NOT remit payments to your local underwriting office.

**Direct Billed Bonds** - Your customer will be billed directly by Travelers. It is imperative that premium is remitted promptly to avoid cancellation or collection action. Customer checks should include the bond number. Please DO NOT remit payments to your local underwriting office.

Remittance Information:  
E-Pay (EFT only): <https://travelers.com/epay>  
Pay by Phone (EFT only): 1.800.252.2268  
Regular Payments by Mail: Travelers Commercial Lines, Remittance Box 660317, Dallas, TX 75266-0317

### **Renewal Guidelines:**

This bond obligation is definite term and requires a continuation certificate at renewal



**Right of Way Performance and Completion Blanket Bond  
Definite Term**

Bond No. 108039313

KNOW ALL MEN BY THESE PRESENTS:

THAT WE 123.NET INC as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of MICHIGAN, as Surety, are held and firmly bound unto Ann Arbor Charter Township, as Obligee, in the penal sum of Twenty Five Thousand (\$25,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has received, or may upon application receive, a permit or permits from the Obligee to perform work on, about or adjacent to a right of way as may be particularly specified in said permit or permits, to which permit or permits reference is hereby made and are made part hereof; and

WHEREAS, the Principal agrees to comply with all the rules, regulations and restrictions of the Obligee in regard to said permit or permits.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements specified in said permit or permits, and shall well and truly save harmless and indemnify the Obligee from all damages and costs that the Obligee may suffer, be liable for, or be compelled to pay for any injuries or damages which may be caused by any action or work being carried on by the Principal under any permit or permits issued by or on behalf of the Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for a definite term beginning April 25, 2024, and ending April 25, 2025, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future permits issued to the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee. In no event shall the Surety be liable for any claims received against the bond more than one year after the effective date of cancellation.

SIGNED, SEALED AND DATED this April 25, 2024.

**123.NET INC**

Principal

**Travelers Casualty and Surety Company of America**



By: **Russell E. Vance**

Attorney-in-fact



**Travelers Casualty and Surety Company of America  
 Travelers Casualty and Surety Company  
 St. Paul Fire and Marine Insurance Company  
 Farmington Casualty Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Russell E. Vance** of **Hartford, CT** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond or undertaking, and any riders thereto:

**Surety Bond No.: 108039313**

**Principal: 123.NET INC**

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

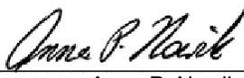
By:   
 Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25 day of April, 2024.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	<b>CONTACT NAME:</b> Heidi Schluessler <b>PHONE (A/C. No. Ext):</b> 248-744-0119 <b>E-MAIL ADDRESS:</b> Heidi.Schluessler@kapnick.com	<b>FAX (A/C. No.):</b> 517-263-6658
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 123.NET, Inc. dba 123NET, Inc. 24700 Northwestern Hwy Ste 700 Southfield MI 48075	123NINC-02	<b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> Illinois Union Insurance Company <b>INSURER C:</b> American Guarantee & Liability <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		NAIC #
		16535
		27960
		26247

**COVERAGES**

CERTIFICATE NUMBER: 393408697

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO1861025 - 04	8/30/2023	8/30/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP1862597 - 04	8/30/2023	8/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	AUC 1853074-04	8/30/2023	8/30/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 Prod/Completed \$9,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1861027 - 04	8/30/2023	8/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A	Contractors Pollution Leased & Rented Equipment	Y	Y	G468274A006 CPP 9756755-04	8/30/2023 8/30/2023	8/30/2024 8/30/2024	Limit \$1,000,000 Limit \$50,000 Ded \$2,500 Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY:  
 CG 20 26 (04-13) GL Additional Insured - Designated Person or Organization  
 CG 20 37 (04-13) Additional Insured - Owners, Lessees or Contractors - Completed Operations  
 CG 24 17 (10-01) Contractual Liability - Railroads  
 CG 25 03 (05-09) Designated Construction Project(s) - General Aggregate Limit  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Ann Arbor Charter Township  
 3792 Pontiac Trail  
 Ann Arbor MI 48105

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Kapnick Insurance Group		NAMED INSURED 123.NET, Inc. dba 123NET, Inc. 24700 Northwestern Hwy Ste 700 Southfield MI 48075	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

CG 25 04 (05-09) Designated Location(s) - General Aggregate Limit  
 U-GL-925-B CW (12-01) Blanket Waiver of Subrogation  
 U-GL-1114 - A CW (10-02) Additional Insured - Automatic Owners, Lessees or Contractors  
 U-GL-1518 - A CW (04-13) Broadened Named Insured  
 U-GL-2182-A CW (09-19) Additional Insured - Owners, Lessees, or Contractors - Completed Operations  
 U-GL-2183-A CW (09-19) Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization

AUTO LIABILITY:  
 CA 20 21 (10-13) Lessor - Additional Insured and Loss Payee  
 CA 20 70 (10-01) Coverage for Certain Operations in Connection with Railroads  
 U-CA-424-F MI (02-14) Coverage Extension Endorsement Includes Waiver of Subrogation - Michigan

UMBRELLA LIABILITY : FOLLOWS FORM

WORKERS COMPENSATION:  
 WC 00 03 13 - Blanket Wavier of Subrogation

Where required by written contract, Ann Arbor Charter Township is Additional Insured for General Liability with respects to ongoing & completed operations on a Primary and Non-Contributory basis and Additional Insured with respects to Auto Liability & Pollution Liability. General Liability, Auto Liability, Pollution & Workers Compensation policies include a Waiver of Subrogation on behalf of the certificate holder as required by written contract and where allowed by law. Umbrella/Excess liability coverages follows form over General Liability, Auto Liability and Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.



**ZURICH**<sup>®</sup>

## Coverage Extension Endorsement - Michigan

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP 1862597 - 04

Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

#### **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

#### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

##### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto". However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

## I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision will share on a pro rata basis with other valid and collectible insurance coverage of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

## J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

## K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos:**

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2)** The "insured's" name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

## **P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## **Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

## **R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

## **S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

## **T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

### **4. Coverage Extensions**

#### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

#### **W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Additional Insured – Automatic – Owners, Lessees Or Contractors



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 1861025 - 04

Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
- (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Location(s):</b> Each location, other than construction projects, occupied, owned or rented by the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<b>Designated Construction Project(s):</b>	Any construction project except a construction project for which a consolidated (wrap-up) or similar insurance program has been provided.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
<b>Scheduled Railroad:</b>	<b>Designated Job Site:</b>
ALL CONTRACTS FOR WORK DONE FOR RAILROADS	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9.** "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.



**ZURICH**<sup>®</sup>

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 1861025 - 04	08/30/2023	08/30/2024		20088000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE FOR CERTAIN OPERATIONS  
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b>123 Net Inc</p> <p><b>Endorsement Effective Date:</b></p>
--

**SCHEDULE**

Scheduled Railroad	Designated Job Site
Any Rail Road	All Job Sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 08/30/2023 Policy No. WC 1861027 - 04

Endorsement No.

Insured 123 Net Inc

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by \_\_\_\_\_



MICHIGAN'S BACKBONE FOR BUSINESS

04/16/2024

Ann Arbor Charter Township  
3792 Pontiac Trail  
Ann Arbor, MI 48105

**RE: METROPOLITAN EXTENSION TELECOMMUNICATIONS RIGHTS-OF-WAY OVERSIGHT  
ACT PERMIT EXTENSION**

To Whom It May Concern:

Please allow this letter agreement to serve as an extension to the existing Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act ("METRO Act") Permit issued by Ann Arbor Charter Township. This extension is for a term of five (5) years and shall expire on April 16th, 2029.

If the extension term is agreeable, please sign all three (3) extension letter agreement in the place provided below and return one (1) copy to 123.NET, Inc, send one (1) copy to the MPSC, and keep one (1) copy for your records.

We appreciate the township's cooperation and attention to this matter for a Permit Extension granted by the municipality.

Ann Arbor Charter Township  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

123.NET, Inc.

By: Amanda Griffith

Its: Fiber Permits Manager

Date: 04/16/2024

Sincerely,

Amanda Griffith  
Fiber Permits Manager  
123.Net, Inc  
248-228-8286  
[permits@123.net](mailto:permits@123.net)

**AMENDMENT NO. 1 TO METRO ACT RIGHT-OF-WAY  
UNILATERAL TELECOMMUNICATIONS PERMIT  
123.NET, INC.**

This is the First Amendment, dated 04/16/2024 (First Amendment), to the Right-of-Way Telecommunications Permit ("Permit") issued by Ann Arbor Charter Township ("Municipality") on 02/13/2019 to 123.NET, Inc. ("123Net"), and is made with reference to the following facts and circumstances:

1. Municipality and 123Net desire to amend the Permit to extend the Term stated therein; and
2. Municipality and 123Net agree to amend the Permit by extending the Term by five years and as stated in this First Amendment.

Municipality and 123.NET agree as follows:

1. *Amendment.* Paragraph 7 of the Permit is amended to read as follows:

"7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Five years from the date of this Amendment; or ..."

2. *Miscellaneous.* The parties restate all other provisions of the Permit and agree that all such provisions remain in effect. If there is any conflict between the provisions of this First Amendment and the provisions of the Permit, the provisions of this First Amendment will control.
3. The effective date of this First Amendment is 04/16/2024.

The parties have executed this First Amendment as of the date first written above.

123.NET, Inc.

Ann Arbor Charter Township

By: /s/ \_\_\_\_\_

By: /s/ \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

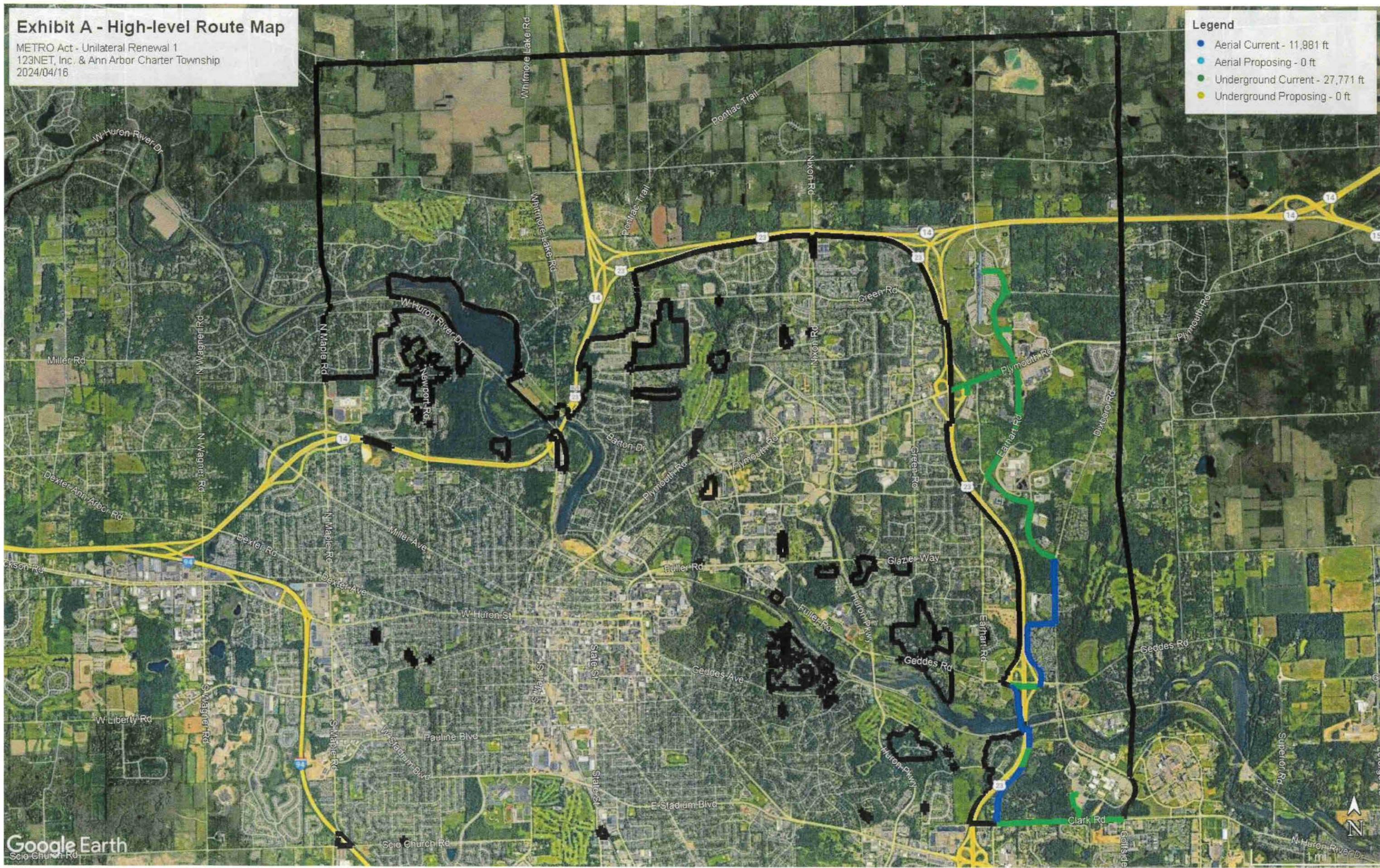
Date: \_\_\_\_\_

# Exhibit A - High-level Route Map

METRO Act - Unilateral Renewal 1  
123NET, Inc. & Ann Arbor Charter Township  
2024/04/16

**Legend**

- Aerial Current - 11,981 ft
- Aerial Proposing - 0 ft
- Underground Current - 27,771 ft
- Underground Proposing - 0 ft



**ANN ARBOR TOWNSHI BOARD OF TRUSTEES  
RESOLUTION TO APPROVE ESCROW MANAGEMENT POLICY**

Resolution adopted at a regular meeting of the Ann Arbor Charter Township Board (“Board”) held on May 20, 2024.

PRESENT:

ABSENT:

Resolution by       : supported by       .

**Reason for Policy**

The Township incurs expenses on behalf of planning and building applicants, especially on large projects. This policy is put in place to ensure adequate funds are available from the applicant to pay for the needed expenses.

**Definitions**

- “Escrow Account” – planning and building applicant monies on deposit with the Township
- “Minimum Balance” – the minimum amount of money required to be maintained on deposit in the escrow account.

**Policy Statement**

The Township shall not advance payments from Township funds to vendors on behalf of any applicant and shall maintain escrow accounts for each project as determined at the time of permitting.

It is the responsibility of staff to ensure applicants are timely informed of escrow account activity and notified if additional deposits are required to bring the escrow to the required minimum balance.

If the applicant does not deposit additional funds after notification the Supervisor shall direct cessation of the project.

AYES:

NAYES:

**RESOLUTION DECLARED ADOPTED.**

---

Diane O'Connell, Township Supervisor

I certify that the foregoing is a true and complete copy of a resolution adopted by the Ann Arbor Charter Township Board, County of Washtenaw, State of Michigan, at a regular meeting held on May 20, 2024, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Rena Basch, Township Clerk                      date

## Clerk's Report – May 20, 2024

### I. Election/Voter Registration Administration

- a. On-going QVF and voter registration file maintenance.
- b. **Candidate Filings**
  - i. Accepted filings, verified all signatures on petitions, and entered all signatures into QVF.
  - ii. Answered questions via email and phone from potential candidates regarding process.
- c. **AV Mailing** to remaining voters on the "Permanent Absent Voter (AV) Application List" to alert them to the change to "Permanent AV Ballot List" – ran reports and exports to get data to the vendor. Mailing scheduled to go out week of May 13.
- d. Writing manual for AVCB to use EPB.
- e. Ran updates on EPB laptops.
- f. Trained elections assistant Heather to cover for Clerk & Deputy Clerk vacations.
- g. Met with County Clerk Deputy and Director of Elections.
- h. Need to schedule Election Commission meeting for Monday, July 15. Can do it just prior to Board meeting.

### II. Records management/Open meetings

- a. Records, posting and publishing:
  - i. Converted all future Twp Zoom Meetings to Zoom Webinars.
  - ii. Open meeting minutes drafts converted to approved docs, posted and filed for Board and PC and FOSPB to Minutes Archive, township website and Laserfiche. Closed meeting minutes updated and secured.
  - iii. Drafted Special Meeting minutes for Open and Closed Sessions.
  - iv. Resolutions from April Board meeting completed and filed.
  - v. Newspaper publications, public postings, and property owner mailings completed for public hearing on amended Dhu Varren SAD roll.
  - vi. Newspaper publications, public postings, and property owner mailings completed for public hearing on Blueberry-Englave-Danbury roadway SAD creation.
  - vii. Postings for regularly scheduled meetings completed.
  - viii. Prepared and posted digital packet for Board of Trustees.
  - ix. Assisting with large FOIA regarding All Seasons.
- b. Ordinances:
  - i. Uploaded all approved ordinances for 2022 – through present in preparation for Supplement 6.
  - ii. Currently on contract to do twice yearly supplements, in February & August, but I missed the deadline in 2023 to upload for February.
- c. Digital archive update:

- i. Kristine has completed a project to find all the Twp platted subdivision maps available digitally from other GIS resources and load them into our Laserfiche archive.
  - d. Website updates
    - i. Ran WordPress software updates and completely destroyed formatting and rendered old website editor unusable. \$#@%^&! Secured new maintenance contract with original website developer. Have had to continue updating the website without an editor.
    - ii. Updated Building, Assessing, Trash/Recycling pages; did postings – cancelation of PC meeting, tree giveaway, county clean-up days, Board meetings, and etc.

### III. **Zoning Board of Appeals**

- a. Received application for sign variance. Coordinating with consultants and ZBA commissioners for June 18 meeting.

### IV. **Other Projects/Responsibilities/Stuff**

- a. Wrote and sent May Public Notices e-newsletter. Advertised tree give-away.
- b. Processed annexations.
- c. Personnel Committee meetings.
- d. Michigan Association of Municipal Clerks Legislative Committee meetings.
- e. Retrieved data, electronically and from one year's worth of hard copy DTE invoices, creating a spreadsheet of electricity and natural gas usage at all Township facilities for the Climate Resilience Committee to use as a baseline data.
- f. Took awesome vacation from April 26 – May 8 to northern Spain; currently attending family wedding and staying in California rest of week.



Ann Arbor Charter Township

**UTILITIES  
DEPARTMENT  
MONTHLY REPORT**



April, 2024



# MAINTENANCE / PROJECTS

1. Water Samples to DEQ
2. Miss Dig Program
3. Sanitary Sewer Manhole Inspection
4. Door Lock at Twp.
5. Weekly Generator Run Test
6. Locate and Fix Stop Boxes
7. Weekly Station Checks
8. Clean and Paint WCC Station
9. Cleaned Path for Debris
10. Checked SCADA Alarms
11. Cleaned Stations
12. Cleaned Shop
13. Changed out Meter Remotes
14. Gravel Pit for Soil Erosion
15. Generator Maintenance
16. Maintenance on Skid Steer
17. Soil Erosion for Adam
18. Repaired Backflow at Arborland Station
19. Fixed F150 Timing Chain
20. Mower Maintenance
21. Working on GIS Updates



## MEETINGS – SEMINARS

1. Beckwith
2. Utilities Committee
3. Middle Huron River Watershed
4. Toyota DTE
- 5.

## PLAN REVIEWS

1. Maple Ridge PWS
2. Dixboro Trail

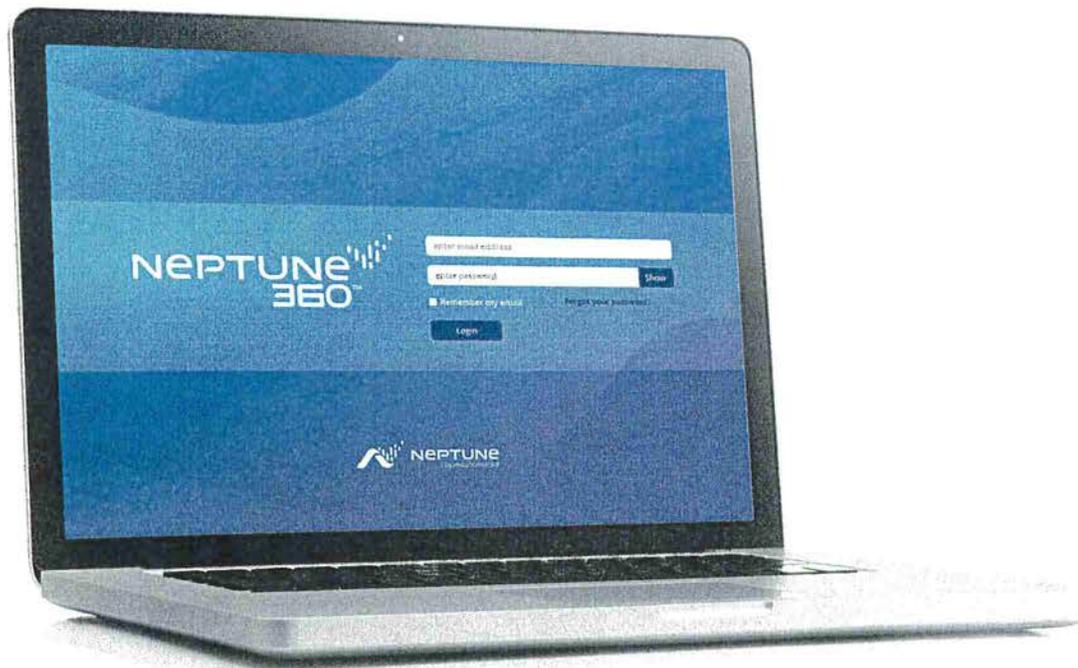
## TOPICS TO DISCUSS

1. Meter Reading Replacement      \$14887.30
- 2.



# Neptune<sup>®</sup> 360<sup>™</sup> Meter Data Management Platform

A Product of Neptune Technology Group





# Turn Information into Action

Data is just data unless you can use it effectively.

Go beyond basic meter reading and billing with Neptune® 360™ and gain a deeper understanding of the data you collect for faster, more informed decisions.

From mobile meter reading to an AMI network, use the same software platform. Your utility and consumer data all in one place, without the burden of maintaining IT infrastructure.

Integrate and share your data seamlessly, respond to your customers faster, and proactively identify and resolve issues quickly with software designed specifically for water utilities.

## Putting Your Data in View

Having data is one thing, making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water customers while also providing consumers self-service access to their water consumption. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.



## Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360. No longer install servers or perform upgrades. All you need is an Internet browser to log on from anywhere at any time.

## Share Information

Your management, maintenance, customer service, water conservation, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third-party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



## A True Sense of Security

Ease your security concerns and stay focused on the critical work of water. Neptune 360 is SOC-certified and operates from a continuously-monitored world-class data center, providing the highest level of security, redundancy, and disaster recovery services.



## An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.



## Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

## Neptune® My360™ Consumer Portal

Enhance utility customer service and operational efficiency by providing consumers with a convenient, proactive way to monitor their own water consumption 24/7. Users no longer have to wait for a bill to detect possible issues, which means less water lost and fewer high bill complaints.

Users can set water thresholds and out-of-town alerts for greater peace of mind. And water conservation is

encouraged when consumers can see how much they actually use with easy-to-read charts and graphs.

Neptune My360 is web-based to work on all devices and is always up-to-date. Easily customize to your utility's branding and get up and running quickly without the need for complex integrations.

# My360™



## Specifications

### Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

### Neptune 360 Mobile

Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:

- Android:
  - Recommended device manufacturers: Samsung, Nexus, or Motorola
  - Supported OS Versions: 5.1 – 11
- iOS:
  - Versions 10.3.1 – 15

### Neptune My360

- A web browser with Internet connectivity is required
- Responsive design with capability to run on desktop, laptop, tablet and mobile devices



## Neptune® 360™ Mobile

Neptune 360 Mobile provides direct communication via wireless from the field without the need to go back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

96  
days of hourly  
historical  
consumption

## Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with a Neptune R900® System belt clip transceiver or mobile data collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.

## Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time



neptunetg.com  
#winyourday

Neptune Technology Group  
1600 Alabama Highway 229  
Tallahassee, AL 36078  
800-633-8754 f 334-283-7293

# NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

## METERS MATTER

Stream accurate actionable data right into Neptune® 360™.



## WALK-BY DATA

Sync collected data easily.



## FUTURE PROOF AMI

Connect AMI network data.



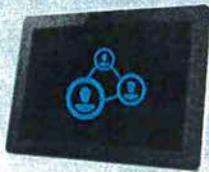
## MOBILE

Incorporate mobile data collection.



## BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



## THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



## CONSUMER PORTAL

Intuitive self-service solution to view consumption and encourage conservation.



+ ACT QUICKLY

+ PLAN FOR THE FUTURE

+ MANAGE GROWTH





Meter & Automation Group

October 16, 2023

Mr. Rick Judkins  
Utilities Director  
Ann Arbor Township  
3792 Pontiac Trail  
Ann Arbor, MI 48105

Subject: Neptune 360 AMR Software

Dear Mr. Judkins,

Please see the below pricing for Neptune 360 AMR Software and also options for reading equipment.

Description	Quantity	Cost	Extended
Neptune 360 AMR Software, 501-1000 Endpoints	600	\$2.80	\$1680.00
Neptune 360 AMR One Time Setup Fee	1	\$2200.00	\$2200.00
MRX 920 Mobile Data Collector	1	\$11,007.30	\$11,007.30
R900 Belt Clip Transceiver	1	\$6423.36	<del>\$6423.36</del>

Thank you very much for the opportunity to quote. If you have any questions, please do not hesitate to contact us.

Thank you,

*Steve Daniell*

Steve Daniell  
AMI Specialist  
Ferguson Waterworks

\$ 14,887.30

24425 Schoenherr Rd.  
Warren, MI 48089

~~\$ 21,310.66~~



**ANN ARBOR CHARTER TOWNSHIP**  
**FIRE DEPARTMENT**  
**APRIL 2024 - TOWNSHIP BOARD REPORT**





# Fire Department Activity Report for April 2024

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## **INCIDENTS:**

Structure Fire	1
Vehicle Fire	1
Grass/Brush Fire	1
Smoke Scare	2
Fire Alarm	6
Haz-Mat/Gas Leak/CO	2
Station Coverage	2
EMS	50
MVC w/injuries	12
Vehicle vs Pedestrian	1
PDC	11
Extrication/Tech Rescue	1
Canceled before Arriving	12
Good Intent	7
Service Call	2

The department responded to a total of 111 incidents during the period.

During the month of April, the Ann Arbor Township Fire Department provided mutual aid eleven (11) times, and received mutual aid assistance seven (7) times.

## **PAID-ON-CALL (POC) STAFF ACTIVITY:**

The department responded to 111 incidents during the month of April, and of those 111 incidents, paid-on-call staff responded to 75 incidents. This represents one or more paid-on-call firefighter responding to 68% of our dispatched incidents.

## **RECRUITMENT / RETENTION:**

The department has six remaining applicants for paid-on-call firefighter / EMT positions. Three paid-on-call firefighter / EMT candidates were offered tentative job offers, pending the results of their medical physicals.

## **TRAINING / EVENTS:**

On April 2, Chief Nicholai attended the Washtenaw Area Mutual Aid Association – Fire Chiefs Meeting.

On April 1, 4, 6, 8, 11, 13, 15, 18, 20, 22, 25, 27, and 29, fire department trainees attended the Ann Arbor Township Fire Department Fire Academy. The following topics were presented:

- ❖ Forcible Entry Operations

- ❖ Ground Ladder Operations
- ❖ Search and Rescue Operations
- ❖ Ventilation Operations
- ❖ Power Saws Operations

On April 9, fire personnel attended training. This training was focused on pump operations. Fire department members who are working to achieve driver / operator status attended this training.

On April 14, recently licensed EMT-Basic's attended and successfully completed the required Prehospital Trauma Life Support (PHTLS) training program.

On April 23 and 28, members attended a school bus extrication training program. The program provided attendees with training specific to school bus vehicle construction features, operational features, and with extrication techniques that are specific to these types of vehicles. A donated school bus was then utilized to practice these skill sets.

On April 25, probationary firefighters attended training. This training centered around personal protective equipment and self-contained breathing apparatus (SCBA) use, care, and performance limitations. Members were additionally trained in the use of the department's SCBA air bottle refilling system (cascade system).

On April 29, Chief Nicholai attended an Emergency Medical Service – Instructor Coordinator (EMS I/C) refresher program, which is required in order for him to remain a licensed EMS I/C.

Respectfully Submitted,

*Mark A. Nicholai*

Fire Chief



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL [sheriffinfo@ewashtenaw.org](mailto:sheriffinfo@ewashtenaw.org)

JERRY L. CLAYTON  
SHERIFF

MARK A. PTASZEK  
UNDERSHERIFF

May 14, 2024

To: Diane O'Connell, Ann Arbor Township Supervisor  
From: John Cratsenburg, Lieutenant  
Through: Keith Flores, Police Services Commander  
Re: April 2024 Police Services Monthly Report

**Monthly Numbers:**

Calls for Service:	251
Traffic Stops:	31
Traffic Crashes:	31
Animal Complaints:	5
Citations:	10

**Significant Incident:**

24-25455      4701 E Huron River Dr      Death Investigation

Deputies were dispatched to the location for a 83-year-old male with cancer who had passed away. No signs of foul play and the subject had a signed DNR. The deceased was turned over to a local funeral home.

24-28710      4701 E Huron River Dr      Death Investigation

Deputies were dispatched to the location for a 79-year-old female with a long medical history had passed away. No signs of foul play and the subject was turned over to a local funeral home.

**In/Out of Area Time:**

Into Area Time: 70

Out of Ann Arbor Township – Collab: 959





# ANN ARBOR TOWNSHIP MONTHLY POLICE SERVICES DATA

## April 2024

JERRY L. CLAYTON  
SHERIFF

Incidents	Month 2024	Month 2023	% Change	YTD 2024	YTD 2023	% Change
Traffic Stops	31	58	-47%	177	243	-27%
Citations	10	14	-29%	30	44	-32%
Drunk Driving (OWI)	0	0	-	0	0	-
Drugged Driving (OUID)	0	0	-	0	0	-
Calls for Service Total	251	295	-15%	1331	1291	3%
Calls for Service <small>(Traffic stops and non-response medicals removed)</small>	175	203	-14%	988	912	8%
Robberies	0	0	-	0	0	-
Assaultive Crimes	0	1	-	1	2	-50%
Home Invasions	0	0	-	3	0	+
Breaking and Entering's	0	0	-	1	0	+
Larcenies	3	2	50%	9	7	29%
Vehicle Thefts	1	0	+	1	2	-50%
Traffic Crashes	31	8	288%	66	46	43%
Medical Assists	2	1	100%	22	7	214%
Animal Complaints <small>(ACO Response)</small>	5	1	400%	21	3	600%
<b>In/Out of Area Time</b>	<b>Month (minutes)</b>	<b>YTD (minutes)</b>	+ = Positive Change - = Negative Change			
Into Area Time - A2	70	431				
Out of Area Time - Collab	959	3732				
Investigative Ops (DB)	0	960				
Secondary Road Patrol	295	950				
County Wide	10	12				
<b>Banked Hours</b>	<b>Hours Accum.</b>	<b>Previous Balance</b>	<b>Hours Used</b>	<b>Balance</b>		
April - Collab						





# Out of Area Time

For: 04/01/2024 thru 04/30/2024



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCARNEYK	N PROSPECT ST/HOLMES RD	BACKUP DISPATCHED CALLS	240023874	BACKED UP DEPUTY CUSO FOR DOMESTIC ASSAULT. SGT. HOUK.  UNIT CHANGE/SIGN IN/ TRAVEL TO SCIO TWP FOR OUT OF AREA COVERAGE FOR DEPUTY CLARK (1600-1800). OUT OF AREA COVERAGE ASSIGNED BY SGT. KRINGS.	17:20:00	30	4/1/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	SCIO TOWNSHIP	WDCARNEYK	STA 5	BRIEFING/SHIFT BRIEFNG			16:00:00	25	4/2/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	SCIO TOWNSHIP	WDCARNEYK	JACKSON RD	BACKUP DISPATCHED CALLS	240024082	BACKED UP DEPUTY MACE. GRND LVL SECURE.	16:25:00	65	4/2/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	SCIO TOWNSHIP	WDCARNEYK	N ZEEB RD/STONEGATE RD	BACKUP DISPATCHED CALLS	240024102	BACKED UP DEPUTY MACE FOR MOTOR ASSIST.	17:30:00	10	4/2/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	SCIO TOWNSHIP	WDCARNEYK	SCT	PROACTIVE PATROL		ENROUTE BACK TO SUPERIOR TWP FOR NORMAL SHIFT HOURS. COVERED FOR DEPUTY CLARK IN SCIO TWP. ASSIGNED BY SGT. KRINGS.	17:40:00	40	4/2/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	WENDELL AVE/COMMONWEALTH AV	BACK-UP TRAFFIC STOP	240024593	DRIVER HAD WARRANTS // ASSISTED UNTIL YPT DEPUTIES ARRIVED TO BACK	15:20:00	15	4/4/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNJU	RIDGE RD	BACKUP DISPATCHED CALLS	240024785	BACKUP YPT UNITS ON SUICIDAL SUBJECT WHO RAN FROM HOUSE. POSSIBLY ARMED WITH KNIFE. APPROVED BY SGT. WILLIAMS	05:45:00	20	4/5/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	S HURON ST	BACKUP DISPATCHED CALLS	240025414	BOMB THREAT ASSISTED IN EVACUATING THE BUILDING // SGT HOGAN	08:15:00	50	4/7/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHLLJ	S HURON ST	BACKUP DISPATCHED CALLS	240025414	Backup YPT with bomb threat at Eagle Crest - Approv SGT Hogan - 240025414	08:20:00	50	4/7/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCAMPAGIORNIM	MIDWAY ST/E CLARK RD	BACK-UP TRAFFIC STOP	240025872	ASSIST OIC	23:55:00	5	4/8/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDROBERTSG	S HURON ST	K9 DETAIL	240025983	CONDUCT K9 EXPLOSIVES SNIFF ON BOMB THREAT APV SGT HOUK	12:20:00	180	4/8/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	SALEM TOWNSHIP	WDNEDDOK	PONTIAC TR/NORTH TERRITORIAL I	BACKUP DISPATCHED CALLS	240026081	TRUCK VS MOTORCYCLE APPROVAL TO ASSIST 760 PER SGT. HOUK	17:32:00	38	4/8/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDKNOPW	GOLFSIDE RD	BACKUP DISPATCHED CALLS	240026172	per Sgt Bynum back up Ypsi Twp on suicidal armed with knife	21:55:00	5	4/9/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCLARKA	GOLFSIDE RD/INTERNATIONAL DR	DISPATCHED CALLS	240026311	BU BOL FOR CRASH CLOSEST UNIT Sgt Arts Approval	10:35:00	45	4/10/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	CRESTWOOD AVE	BACKUP DISPATCHED CALLS	240027449	APARTMENT FIRE WITH ONE PERSON INJURED // THERE WERE ONLY TWO YPSI TOWNSHIP DEPTIES I ASSISTED UNTIL ANOTHER UNIT ARRIVED // SGT HOUK	13:30:00	30	4/14/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	ALLSTON CT	BACKUP DISPATCHED CALLS	240027474	TWO PEOPLE INJURED I WAS THE CLOSEST UNIT I ASSISTED DEPUTY LYONS UNTIL THINGS WERE UNDER CONTROL / SGT HOUK	14:55:00	25	4/14/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCARNEYK	APPLERIDGE ST	BACKUP DISPATCHED CALLS	240027576	BACKED UP DEPUTY GERWIG FOR POSS AWIM. YPT SGT. BYNUM NOTIFIED.	21:05:00	20	4/14/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDWARDB	APPLERIDGE ST	BACKUP DISPATCHED CALLS	240027576	FELONY ASSAULT/ ONLY ONE YPT UNIT AVAILABLE PER SGT. BYNUM	21:05:00	20	4/14/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCIA	NASH AVE	BACKUP DISPATCHED CALLS	240028692	BU YPSI ON ROBBERY IN PROGRESS APPROVED BY SGT. WILLIAMS	23:50:00	10	4/18/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	NASH AVE	BACKUP DISPATCHED CALLS	240028692	ASSIST YPSI DEPS BOL FOR ROBBERY SUSPECT INCIDENT JUST OCCURRED. APPROVAL TO ASSIST PER SGT. WILLIAMS	23:55:00	10	4/18/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPREUTHUNO	NASH AVE	BACKUP DISPATCHED CALLS	240028692	Armed Robbery of individuals in home. Suspect found by Ypsi township deputies. Approved by SGT Williams	23:55:00	5	4/18/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHLLJ	WASHTENAW AVE/BOSTON AVE	BACK-UP TRAFFIC STOP	240029264	Assist YPT with Fleo and Elude - Area search - Contact and ID passenger - Approv SGT Pennington	23:45:00	55	4/20/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCARNEYK	RUSSELL BLVD	DISPATCHED CALLS	240029486	MADE CONTACT CALLER ADVISED SHE WANTED HUSBAND TO TURN MUSIC DOWN. ADVISED OF SOLUTIONS AND TO AND SEPARATE FROM EACHOTHER. RESPONDED DJR TO YPSI TWP UNITS BEING TIED UP ON SHOOTING SCENE. APPROVED BY SGT ERBES.	23:20:00	41	4/21/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPPB	RUSSELL BLVD	BACKUP DISPATCHED CALLS	240029486	NO UNITS AVAILABLE DUE TO YPSI CITY SHOOTING. ASSIST WITH TRANSLATION. ADVISED TO TURN MUSIC DOWN. PER SGT ERBES	23:20:00	30	4/21/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMACES	HOLMES RD	BACKUP DISPATCHED CALLS	240030197	BACKED ON RUNAWAY. APPROVED BY SGT PENNINGTON, BOLD AROUND SUP/YPT BORDER	19:25:00	15	4/24/2024



### Out of Area Time

For: 04/01/2024 thru 04/30/2024



ANN ARBOR- SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNI	BYNAN DR	BACKUP DISPATCHED CALLS	240030290	BACKUP YPT DEPS ON DISORDERLY/FAMILY TROUBLE. WAS ALREADY IN AREA ON PREVIOUS CALL / APPROVED BY SGT. PENNINGTON	01:10:00	5	4/25/2024
ANN ARBOR- SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	W CLARK RDIN RIVER ST	BACK-UP TRAFFIC STOP	240031076	LT CRATS REQUESTED ANOTHER UNIT	14:50:00	5	4/27/2024
ANN ARBOR- SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSAMAHAD	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	240031315	INFANT WAS TRANSPORTED TO TRINITY // I FOLLOWED DEPUTY PEARSON TO THE HOSPITAL // TURNED INTO A DEATH // I WAITED UNTL CLEARED BY SGT ARTS	10:45:00	90	4/28/2024
ANN ARBOR- SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPPE	WASHTENAW AVE	BACKUP DISPATCHED CALLS	240031463	CLOSEST UNIT TO ASSAULT IN PROGRESS; SEPARATED PARTIES BEFORE TURNING THEM OVER TO YPT UNITS; PER SGT BYNUM	23:20:00	20	4/28/2024
							<b>Sum:</b>	<b>959</b>	



### Into Area Time Ann Arbor TWP

For: 04/01/2024 thru 04/30/2024



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
SCIO TWP	ANN ARBOR TWP	WOCLARKA	NEWPORT RD	BACKUP DISPATCHED CALLS	240025463	BU Family Trouble ANT UNIT ALONE SGT, KRINGS APPROVAL	13:50:00	55	4/7/2024
YPSILANTI TWP	ANN ARBOR TWP	WDPHILLIPSA	GEDDES RD IN DIXBORO RD	DISPATCHED CALLS	240029679	UNKNOWN ACCIDENT, CLEARED TO SEND BY SGT, ARTS, NO AA TWP CAR DUE TO UOFM PROTEST.	17:25:00	15	4/22/2024
							<b>Sum:</b>	<b>70</b>	



**BUILDING REPORT**

April

Apr-24			Year Total	
Permit Record Type Totals	Records	Revenue	Records	Revenue
<b>Building</b>	17	2830	<b>68</b>	<b>\$24,845.00</b>
<b>Electrical</b>	17	3356	<b>67</b>	<b>\$13,333.95</b>
<b>Mechanical</b>	11	1445	<b>62</b>	<b>\$9,406.50</b>
<b>Plumbing</b>	7	1593	<b>18</b>	<b>\$3,149.00</b>
<b>Fence</b>	3	120	<b>4</b>	<b>\$180.00</b>
<b>Sign</b>	1	80	<b>1</b>	<b>\$80.00</b>
<b>Special Events</b>	1	50	<b>1</b>	<b>\$50.00</b>
<b>Total</b>	<b>57</b>	<b>9474</b>	<b>221</b>	<b>\$51,044.45</b>

<b>Building</b>				
Ann Arbor Township	15	2480	<b>60</b>	<b>\$21,468.00</b>
Barton Hills	2	350	<b>8</b>	<b>\$3,377.00</b>

<b>Electrical</b>				
Ann Arbor Township	14	2947	<b>58</b>	<b>\$11,442.95</b>
Barton Hills	3	409	<b>9</b>	<b>\$1,891.00</b>

<b>Mechanical</b>				
Ann Arbor Township	10	1335	<b>54</b>	<b>\$8,156.50</b>
Barton Hills	1	110	<b>8</b>	<b>\$1,250.00</b>

<b>Plumbing</b>				
Ann Arbor Township	6	1443	<b>16</b>	<b>\$2,849.00</b>
Barton Hills	1	150	<b>2</b>	<b>\$300.00</b>

<b>Fence</b>				
Ann Arbor Township	3	120	<b>4</b>	<b>\$180.00</b>
Barton Hills	0	0	<b>0</b>	<b>\$0.00</b>

<b>Sign</b>				
Ann Arbor Township	1	80	<b>1</b>	<b>\$80.00</b>
Barton Hills	0	0	<b>0</b>	<b>\$0.00</b>

<b>Special Events</b>				
Ann Arbor Township	1	50	<b>1</b>	<b>\$50.00</b>
Barton Hills	0	0	<b>0</b>	<b>\$0.00</b>
<b>Total</b>	<b>57</b>	<b>9474</b>	<b>221</b>	<b>\$51,044.45</b>