

ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES MEETING AGENDA

Monday, July 15, 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 June 17, 2024
- B. Special Meeting June 26, 2024, Open Session
- C. Special Meeting June 26, 2024, Closed Session

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

- A. Claims Listing 6-13-24 to 7-11-24 for \$216,222.84
- B. Appoint Lee Gorman to the Planning Commission for a term ending July 1, 2027.
- C. Appoint Carlene Colvin-Garcia to the Climate Resilience Committee.
- D. Approve 2024 Middle Huron Partners Invoice for \$5,486.09.
- E. Approve Engagement of Grant Writing Consultant for performing grant writing services in an amount of \$50 an hour for a maximum of 10 hours a week, and to authorize Supervisor to execute an Agreement subject to Township Attorney review.
- F. Father Gabriel Richard High School Special Event Permit Approval for Annual Green and White Event

V. ANNEXATIONS, ORDINANCES, ZONING, RESOLUTIONS

- A. Public Hearing Confirming Blueberry Lane Public Roadway Special Assessment District Roll for the Blueberry Lane from Maple to Englave and currently paved portion of Danbury Special Assessment District (SAD)
 - 1) 1. Resolution Confirming Blueberry Lane Special Assessment District Roll
 - 2) 2. Authorize execution the agreement with the Washtenaw County Road Commission
- B. Request for Local Body Resolution for Charitable Gaming Licenses from Miles Jeffrey Roberts Foundation
- C. Land Preservation Millage Renewal Resolution
- D. Maple Ridge
 - 1) Resolution Approving the Private Wastewater System, Easements, Development Agreement, etc.
 - 2) Resolution to Accept the Donated Parcel from Red Equities

- E. Mining Ordinance Committee Update
 - 1) Mining Ordinance Revision Subcommittee Update
 - 2) Resolution Extending Moratorium
- F. Update Regarding Court Stipulated Order Regarding Temporary Dredging Operations in the AA Township vs. Mid Michigan Materials Case No. 23-001234-CE

VI. REPORTS, DISCUSSIONS

A. Supervisor's Report

B. Clerk's Report

C. Treasurer's Report

D. Planning Commission Report

- 1) **June 26, 2024, Workshop**
- 2) **July 1, 2024, Meeting**

E. Committee Report

- 1) **Farmland Open Space and Preservation Board Report**
- 2) **Utility Committee - June 17, 2024**
- 3) **Climate Resilience Committee – Strategic Plan Meeting Summary**
- 4) **Zoning Board of Appeals – June 18, 2024**
- 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, JUNE 17, 2024
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 7:35 pm on June 17, 2024.

Present: Supervisor Diane O'Connell
Treasurer Carlene Colvin-Garcia
Clerk Rena Basch
Trustee John Allison
Trustee Michael Moran
Trustee Kristine Olsson
Trustee Rodney Smith

Absent: None

Also Present: Township Attorney Gabis, Bodman PLC
Township Planner Elmiger, Carlisle Wortman
Utilities Director Judkins
Comptroller Coogan, Woodhill Group
Accounting Manager Whitt

II. APPROVAL OF BOARD OF TRUSTEES MINUTES

A. Regular Meeting May 20, 2024

MOTION by Allison, support by Smith, to amend and approve the minutes of the May 20, 2024 as follows:

- P. 2, correct motion to modify the agenda to show: "MOTION by Allison Smith, . . ."
- P. 7, correct spelling of Paulette Metoyer's name.
- P. 13 (motion) and p. 17 (motion to adjourn), correct spelling of Treasurer Colvin-Garcia's name.
- Throughout: Correct re-lettering of the amended agenda.
- P. 6, correct last sentence under B. to read: "Allison strongly supported not adding lanes at on US 23 and Earhart."
- P. 8, last bullet under Board Comments, correct to read: "By law, special assessments are assessed for the based on the frontage of the roads . . ."
- P. 13, par. 2, change to read: "was done with ~~tastefully done in terms of~~ sensitivity to trees. . . ."

Motion passed unanimously by voice vote.

B. Special Meeting June 13, 2024 Open Session

MOTION by Smith, support by Olsson, to approve the June 13, 2024 special meeting open session minutes as submitted.

Motion passed unanimously by voice vote.

C. Special Meeting June 13, 2024 Closed Session

MOTION by Olsson, support by Smith, to approve the Special Meeting June 13, 2024 closed session minutes as submitted.

Motion passed unanimously by voice vote.

III. CITIZEN PARTICIPATION - None

IV. APPROVE THE AGENDA AND CONSENT AGENDA

MOTION by Allison, support by Olsson, to approve the Agenda and Consent Agenda as follows:

- **Move Item IV.D to V.F. and renumber sections accordingly.**
- **Move Item V.D to V.C. and renumber section accordingly.**
- **Change V.E. to read: "2024-2025 Water and Wastewater System Rates and Fees"**

Motion passed unanimously by voice vote.

Consent Agenda:

- A. Claims Listing 5-15-24 to 6-12-24 for \$281,503.59
- B. Approve MTA membership fee of \$7,764.14.
- C. Approve annual Workers Comp coverage with MML in amount of \$57,796, to be paid in quarterly installments.
- D. Approve 2024 Huron River Watershed Council Dues in the amount of \$446.90.

V. ANNEXATIONS, ORDINANCES, ZONING, RESOLUTIONS

A. Resolution: Receive the Proposed Blueberry Lane Special Assessment District Roll and Set a Public Hearing on the Roll for July 15, 2024.

Township Attorney Gabis explained that the presented Resolution represents the third step in establishing the Blueberry Lane Special Assessment District. Tonight the Board will accept the roll that has been prepared by the Supervisor for the assessments of the properties within the Special Assessment District and set a public hearing.

Trustee Smith pointed out that on Exhibit A, #9 2353 Blueberry Lane, two parcels are joined together and treated as one parcel. One is a standard parcel and the other is a tiny parcel

adjacent to the standard parcel. Both are owned by the same property owner. The Newport Special Assessment District had a similar situation, where for the same reason two parcels were treated as one, providing precedent for this action.

Supervisor O'Connell explained that the establishment of the assessment is based on the total that was estimated, including engineering and construction costs, and attorney costs, less 10% that the Township pays per Township policy. The amount that is left is divided by the number of parcels in the District.

Clerk Basch noted that the last phrase of the header text on the Resolution should delete the phrase "and dial in number".

MOTION by Basch, support by Colvin-Garcia, to adopt RESOLUTION SCHEDULING PUBLIC HEARING ON BLUEBERRY LANE SPECIAL ASSESSMENT DISTRICT ROLL UNDER MICHIGAN ACT 188 OF THE PUBLIC ACTS OF 1954, AS AMENDED, dated JUNE 17, 2024, with the following amendment:

- **Strike the words "and dial in number" from the introductory paragraph.**

Roll call vote:

Ayes - O'Connell, Colvin-Garcia, Basch, Allison, Moran, Olsson, and Smith

Nays – None

Motion passed 7-0.

B. Approve First Quarter Budget Amendments

Accounting Manager Whitt reviewed the First Quarter Budget Amendments, including:

- **Wages and benefit increases.** Since the budget was passed before the Personnel Committee approved the wage increase, the Township budgeted for a contingency to provide flexibility which offset some of the wage increase; some of the reserves were also used to offset the increase.
- **New programmable logic control for the water system.** This was approved by the Board in March for \$66K.

MOTION by Allison, support by Olsson, to approve the First Quarter 2024 Budget Amendments.

Motion passed unanimously by voice vote.

1) Receive the May 2024 Financials

Comptroller Coogan presented the 2024 Financials. There was nothing unusual for any of the funds outside of what has been approved in the budget.

After brief conversation and question and answer, the following motion was offered:

MOTION by Allison, support by Colvin-Garcia, to receive and file the May 2024 financials.

Motion passed unanimously by voice vote.

C. Consider 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"

Referencing her April 12, 2024 memorandum, Township Planner Elmiger reviewed the draft changes to the Zoning Code sections as listed. Changes since the February 19, 2024 Board meeting were highlighted in red in the draft document, and included:

- Definition of Knox Box
- Added language to make sure no fence may be located inside the public or private road right of way.
- The owner of the fence shall be responsible for maintaining the fence.
- Clarified where a perimeter fence goes and where an internal fence goes.
- Heights of interior fences are capped at 10'.
- The Zoning Board of Appeals approves time extensions for temporary construction fences.*

*After discussion, this language was changed to read: ". . . unless a time extension is approved by the **Township Building Official.**"

The Board noted the following additional changes:

- Change the effective dates on the first and last page.
- P. 2, under (c) Fee, second sentence, strike the word "Treasurer" so that the language reads: "The fee shall be paid to the Township at the time of application for the permit."

In response to questions, Township Planner Elmiger described the reasons for the various fence heights listed in the ordinance.

MOTION by Allison, support by Colvin-Garcia, to approve the 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", with the following changes:

- Change the date on p. 1 to June 17, 2024, with the effective date on the last page to be filled in by the Township Clerk (to be 17 days after publication).
- P. 3, subsection (c), *Fee*, strike the word "Treasurer."
- P. 6, subsection (j), *Temporary construction fences*, strike "Zoning Board of Appeals" and put in its place "Township Building Official."

Motion approved unanimously by voice vote.

MOTION by Allison, support by Olsson, to move Item E to Item D, and renumber agenda accordingly.

Motion passed unanimously by voice vote.

D. 2024-2025 Water and Wastewater System Rates and Fees

Comptroller Coogan explained that the methodology used for the water and wastewater system rates and fees is to look back at the Township's historical figures, and apply those going forward with some assumptions. The worth of the system is divided by the number of users, and that amount is what each user owns of the system.

The commodity rates are a separate calculation, using a one year look back, a three year look back, and a five year look back, in order to smooth the rate increases in order to avoid large fluctuations from year to year.

After discussion, the Utilities Committee is recommending a 3.99% increase in water and wastewater rates, which is slightly higher than the overall increase from the City of 3.6%. The water connection fees have a 17.9% increase, due to rising costs of construction and the fact that the Township will be spending some of its reserves and will have a loss of interest money. The wastewater connection fees will remain constant. The basis of these figures is the capital plan that was approved by the Board.

Trustee Allison acknowledged the Township's approach that keeps the rate changes reasonable.

MOTION by Colvin-Garcia, support by Olsson, to adopt the RESOLUTION ADOPTING WATER AND WASTEWATER SYSTEM RATES AND FEES, dated JUNE 17, 2024, with the following correction:

- Correct date in certification paragraph to read June 17, 2024.

Motion passed unanimously by voice vote.

E. Discussion: Land Preservation New Millage or Renewal of Existing Millage

Supervisor O'Connell introduced a discussion regarding whether a new millage or a renewal of the existing 20-year millage of 0.7 mills approved in November 2003 should be placed on the November 2024 ballot, for a new term of 5 years. The original millage document was distributed this evening, and the Board had also received materials from Tom Bartoshesky, Chair of the Farmland and Open Space Preservation Board (FOSPB).

Trustee Allison explained that at their March 2024 meeting the FOSPB recommended that the Board of Trustees put a renewal millage on the ballot at the current rate of 0.672. If the Board of Trustees chooses to follow this recommendation or provide an alternative ballot proposal, a decision regarding ballot language will need to be made by the July BOT meeting.

Trustee and FOSPB member Allison noted that FOSPB had asked whether the buy-protect-sell process – used successfully in Scio and Webster Townships – could or should be part of the millage language. It was also discussed that the current FOSPB fund balances could be

used to underwrite the buy-protect-sell preservation tool if that was deemed the best option for a future preservation effort.

Trustee Allison said that another ballot proposal option is to reauthorize the original 0.7 mills. The existing millage will generate about \$2.35M over 5 years. Reauthorizing the original 0.7mills would generate about \$2.5M over 5 years.

Trustee Allison supported the FOSPB's recommendation to put a 5-year land preservation millage on the November ballot.

Township Attorney Gabis explained that only renewing the existing millage at the current rate, reflecting the Headlee Amendment roll-back, could be termed a renewal. A request for the original 0.7 mills could be worded to clearly indicate this was the amount of the original millage, but it could not be called a renewal. Also, a renewal could not include any purpose other than the original purpose of funding purchase of development rights (PDRs).

Board discussion focused on:

- Per Chair Bartosheky's March 27, 2024 letter, the millage has been leveraged and used to preserve over 1,700 acres, including over 1,300 acres in 14 projects, and additionally township farm property, partner-led projects, and an easement donation. FOSPB has identified almost 1,200 acres of high priority farmland and natural areas that are still worthy of preservation.
- There is ~\$2.5M in the FOSPB fund balance currently. Three projects under consideration will take about \$0.5M of that. A 5-year millage renewal would add \$2.4-\$2.5M, which would allow the purchase of the 1,200 acres based on \$10K/acre, should the land become available.
- New data is showing the importance of riparian wetlands and waterways that are important for drinking water protection; such lands could also become a higher priority for the Township.
- It was suggested that the Board take a step back and study what kind of land preservation and climate resilience the taxpayers should be asked to pay for. Perhaps it was time for the Board to try something new rather than limit the Township to the purchase of development rights tool by renewing this millage. The PDR tool results in keeping commodity farmland, without requirements being put on that farmland such as organic farming, restricting chemical use, or public access. Taxpayer money is being taken from all residents to give it to 10-15 individuals so that they do not develop their land. It might be appropriate to declare the 2003 millage a success and move on to something new.
- However, roughly 40% of the land preserved under the land preservation millage is in natural features. The climate resilience plan study demonstrated that preserving land is one of the best investments that can be made in carbon sequestration.
- The current millage is viewed favorably by the residents and the process for land preservation under the millage is a well-structured, trustworthy system. A 5-year millage targeting identifiable properties with a true renewal going before the voters seemed like the most reasonable, clean ask.
- The Climate Committee is focusing on strategic planning, with a need to fund new expenditures and new actions. While carbon sequestration is a good result of land

preservation, it will not help decrease the amount of carbon being generated in the Township.

- It took 4 years of analysis prior to the original millage request. Much analysis would be needed to ask for something new.
- The PDR tool is not commonly used – it’s not old hat. The Township is one of four or five townships in southeast Michigan that uses this tool. Also, part of the carbon offset calculation has to take into consideration the amount being sequestered as a result of having preserved land vs. having it turn into suburban development if it is not preserved.
- Using the fund balance for a buy-protect-sell option could result in land being used for a public park.
- Some communities do a “replacement” millage. That is, during the term of an existing millage, they go to the voters and explain they want to replace one millage for another in terms of purpose. With this in mind, the Township could ask for a renewal as being discussed, do further research, and in one or two years ask the voters to replace the millage for a different purpose.

Township Attorney Gabis said she would research this option.

After further discussion, Trustee Allison offered the following motion;

MOTION by Allison, support by Moran, to direct the Township Attorney to prepare a millage renewal for the PDR program for 5 years to present at the July 2024 meeting.

Motion passed unanimously by voice vote.

F. Approve SPARK membership fee in the amount of \$2,000

Trustee Allison noted that he had asked this item to be pulled from the consent agenda. While he supports this request, he wanted to point out that there appeared to be two small business grants that may be associated with small farm operations in the Township. What were those operations? Also, has SPARK been able to do anything about Tech Park’s power fluctuations?

Supervisor O’Connell will follow up to see if she can get more information regarding SPARK’s actions regarding these and any other grants/activity in Ann Arbor Township, and will ask the question about Tech Park.

MOTION by Allison, support by Olsson, to approve payment of the SPARK membership fee in the amount of \$2,000.

Motion passed unanimously by voice vote.

VI. REPORTS, DISCUSSIONS

A. Supervisor’s Report – O’Connell

- MDOT (Michigan Department of Transportation) dismissed the 3 alternatives for modifying US23; they are going with the “no-build” option, while providing flexibility for future decisions. MDOT will be adding additional shoulder space and doing maintenance on M-14. They had also revised the project limits, now from I-94 to Earhart. MDOT is also looking at multimodal road development, particularly attached to bridge replacements, and is talking about future bus transit and planning for that. MDOT representatives will come to a future BOT meeting to explain the new plan and also why the Plymouth Road intersection is not included in any improvements, and perhaps discuss future options for Plymouth Road.
- Information will be shared regarding a future hybrid meeting relative to county roads and the non-motorized millage.
- The Township hosted a supervisors meeting today. Congresswoman Dingell attended via Zoom. Discussion focused on multi-jurisdictional communication. It was noted that the County has 6 millage proposals coming up. The road millage, conservation district millage, and parks and recreation millage will be on the August ballot. The mental health/sheriff’s department millage, 800 megahertz emergency 911 calls millage, and a senior support millage will be on the November ballot.
- Mining ordinance subcommittee continues to meet, with a draft ordinance hopefully to the BOT for the July meeting.
- Supervisor O’Connell has received a letter from Trustee Smith stating that he is resigning from the Board. Supervisor O’Connell spoke of how much Trustee Smith had done for the Board and the Township. By using his unique analytical skill set to tackle issues such as fund balance analysis and public safety analysis, evaluating new pension providers, dealing with the Road Commission and roads planning, writing the RFP for the climate committee, and many other impacts, Trustee Smith changed the way the Board looks at things.

MOTION by Allison, support by Olsson, to accept the resignation of Trustee Rodney Smith.

Motion passed by voice vote 6-0-1 (Smith abstained).

- Supervisor O’Connell said that former treasurer Della DiPietro had applied for the open Trustee position, and had submitted a letter to that effect.

MOTION by Allison, support by Olsson, to appoint Della DiPietro to the unexpired term of Rodney Smith, effective June 18, 2024.

Motion passed by voice vote 6-0-1 (Smith abstained).

B. Clerk’s Report – Basch

- Written report is in the packets.
- Election Commission meeting scheduled for 7:15pm just prior to the BOT meeting on July 15, 2024.

C. Treasurer’s Report – Colvin-Garcia

- Tax bills sent to the printer today.

- WRRMA's (Washtenaw Regional Resource Management Authority) three year plan includes:
 - Year 1: contamination audit for recycling across the WRRMA district. The information that comes out of that will feed an educational mailer that will be sent to all residents.
 - Year 2: educational campaign to instruct residents what they can't put in their recycling.
 - Year 3: WRRMA will initiate the production and dissemination of information regarding the recycling process and end product content.
- Newsletter is in its final editing stage, including a piece about cross contamination.

D. Planning Commission – Allison

1) May 29, 2024 Work session

Minutes are included in tonight's packet. Meeting focused on study of the 16 acres in the Hogback area.

2) June 3, 2024

Draft Minutes are included in tonight's packet. Planning Commission set a public hearing for a rezoning request from A-1 to R-3 for 4.6 acres at 1575 Earhart Road. The Commission also tabled a request for a major-minor determination regarding a new Toyota DTE substation, to allow time for Township Attorney review and for Toyota/DTE to evaluate alternatives, as the current plan is to run new lines on Old Earhart, with a substantial loss of trees.

E. Committee Report

1) Farmland Open Space and Preservation Board Report – May 28, 2024 – Allison

Draft minutes are included in tonight's packet.

- FOSPB is working on revising its bylaws; these will come to the Board for approval.
- RCPP (Regional Conservation Partnership Program) has a new program to apply for funds, with the ask being capped at \$25M, with a 50% match. Deadline is July 2.

MOTION by Allison, support by Moran, to authorize a letter of commitment to the RCPP relative to applying for a grant as explained.

Motion passed unanimously by voice vote.

2) Utility Committee – June 17, 2024 - Judkins

Recommended water and sewer rates, as discussed above.

3) Climate Resilience Committee – June 12, 2024 - Smith

- Anticipate having a plan before the Board at the August meeting
- Discussing ways to develop a communications infrastructure in the Township

4) Zoning Board of Appeals - Basch

Meets tomorrow

5) **Public Safety Committee** - Has met.

6) **Roads Committee**

Has met and is working on Special Assessment Districts, including Blueberry Lane.

F. Utilities Department Report – Judkins

- Written report distributed.
- Cross-connection article will be in the Township newsletter.
- Request being prepared to start the 10-year cleaning and videoing programs of sewer lines.

G. Public Safety Report

1) **Washtenaw County Sheriff's Department** - Report in the packets.

2) **Fire Department – Chief Mark Nicholai** - May 2024 report in the Board packets.

H. Building Department Report - Written report is in the packets.

VII. INFORMATION ONLY ITEMS - None

VIII. NON-AGENDA ITEMS - None

IX. PUBLIC COMMENT - None

X. ADJOURNMENT

MOTION by Colvin-Garcia, support by Allison, to adjourn the meeting.

Motion passed unanimously by voice vote.

The meeting was adjourned at 9:55pm.

**ANN ARBOR CHARTER TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING MINUTES
Wednesday, June 26, 2024
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 1:05 pm on June 26, 2024.

Present: Supervisor Diane O'Connell
Clerk Rena Basch
Treasurer Carlene Colvin-Garcia
Trustee John Allison
Trustee Michael Moran
Trustee Kristine Olsson

Absent: Trustee Della DiPietro

Also Present: Township Attorneys Nathan Dupes, Sarah Gabis and Sinéad Redmond

II. Open Session

A. Authorize Supervisor to Sign All Seasons Amended Master Deed and Development Agreement

Township Attorney Gabis explained why this matter is in front of the Board right now. Typically, the Board does not review the final documents after they have been approved for signature. All Seasons recently reached out because they are refinancing and need all of the approved documents executed now. The documents distributed were approved by the Board in 2021, and the attorneys have made sure that today's documents match what was approved.

Basch moved to authorize Supervisor to Sign All Seasons Amended Master Deed, the Development Agreement and the other development package documents. Olsson seconded.

Motion passed.

The Board discussed making sure that our policy is consistently applied: the Board reviews all development agreements and similar documents as part of the development approval process or Board resolution.

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

Olsson moved to go into closed session 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

Olsson - yes

Motion passed 6-0. The Board of Trustees moved into closed session at 1:17 pm and left the meeting room.

IV. Open Session

At 2:34 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 Olsson, support by Basch that the Board move back into open session.

Motion passed.

At 2:35 pm the Board resumed meeting in Open Session.

Colvin-Garcia moved to direct the Township attorney to proceed as discussed in the Closed Session with regards to the settlement strategy. Moran seconded.

Roll call vote:

Allison – yes

Basch – yes

Colvin-Garcia - yes

Moran - yes

O'Connell - yes

Olsson - yes

Motion passed.

V. Non-Agenda Items

- O'Connell updated everyone on a slight change in email usage; please use Board members' personal email addresses and put them in the Bcc field. The trustees@aatwp.org is (for now) just for the public to reach the Board. O'Connell reminded everyone not to "reply to all" when there is a quorum people on the email.
- Moran pointed out that there were two signs on Plymouth Rd near the Earhart Corporate Center and the R&D Center advertising for tenants. He questioned whether

these signs were allowed under our ordinance. The attorneys will review our ordinance because there were some first amendment rights cases in 2015 and 2018 that impacted local sign ordinances.

- Basch announced that she will be the new Director of Elections for Washtenaw County, and that the job starts Monday.
- The mineral mining ordinance subcommittee discussed moving their Thursday meeting start time to 10:15 am.
- O'Connell updated the Board that there may be pending resignation of a Planning Commissioner.

VI. Public Comment - none

VII. Adjourn

MOTION by Basch, support by Colvin-Garcia to adjourn the meeting. Motion passed by voice vote, and meeting adjourned at 2:50 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	2089700872
101-000-202.003		BCBS ACCRUED LIAB	BLUE CROSS & BLUE	MEDICAL	16,320.39	2089700873
Total For Dept 000 OTHER REVENUE ACCOUNT					23,570.91	
Dept 101 BOARD OF TRUSTEES						
101-101-725.000		MEMBERSHIP-DUES	HURON RIVER WATERSHED	2024 HRW MEMBERSHIP DUES	446.90	37799
101-101-725.000		MEMBERSHIP-DUES	MICHIGAN TOWNSHIPS	MTA MEMBERSHIP	7,764.14	37801
101-101-725.000		MEMBERSHIP-DUES	ANN ARBOR SPARK	ANN ARBOR SPARKS CONTRIBUTION	2,000.00	37807
101-101-818.000		SERVICE CONTRACTS	CHERYL K. MCGUIRE	MINUTES	312.50	37796
Total For Dept 101 BOARD OF TRUSTEES					10,523.54	
Dept 171 SUPERVISOR						
101-171-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	178.46	2089700876
101-171-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	79.83	37800
Total For Dept 171 SUPERVISOR					258.29	
Dept 215 CLERK						
101-215-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	174.60	2089700876
101-215-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	147.42	2089700875
101-215-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	133.05	37800
Total For Dept 215 CLERK					455.07	
Dept 228 TECHNOLOGY						
101-228-818.000		SERVICE CONTRACTS	JCM MEDIA GROUP LLC	WEBSITE SUPPORT	300.00	2089700877
101-228-818.000		SERVICE CONTRACTS	JCM MEDIA GROUP LLC	WEBSITE SUPPORT	300.00	2089700878
101-228-818.000		SERVICE CONTRACTS	JCM MEDIA GROUP LLC	WEBSITE SUPPORT	300.00	2089700879
101-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	ELECTION LAPTOP	1,192.75	37819
101-228-980.000		PURCHASES	TAZ NETWORKS INC	PC SETUP FOR DEPUTY TREASURER	495.42	37806
Total For Dept 228 TECHNOLOGY					2,588.17	
Dept 253 TREASURER						
101-253-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	257.71	2089700876
101-253-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	43.71	2089700875
101-253-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	133.05	37800
101-253-727.001		TAX BILLS	PRINT TECH INC.	SUMMER TAX BILL POSTAGE	1,100.00	37803
101-253-955.200		CONVENTION & CONFERENCES	MICHIGAN MUNICIPAL	TREASURER TOOLKIT WEBINAR	69.00	37814
Total For Dept 253 TREASURER					1,603.47	
Dept 257 ASSESSOR						
101-257-811.000		LEGAL FEES	HALLAHAN & ASSOCIATES	LEGAL SERVICES	660.02	37798
101-257-818.000		SERVICE CONTRACTS	WAYNE COUNTY APPRAISAL	ASSESSING SERVICES	5,033.00	37793
101-257-818.000		SERVICE CONTRACTS	WAYNE COUNTY APPRAISAL	ASSESSING SERVICES	5,033.00	37793
101-257-818.000		SERVICE CONTRACTS	WAYNE COUNTY APPRAISAL	ASSESSING SERVICES	5,033.00	37793
101-257-818.000		SERVICE CONTRACTS	WAYNE COUNTY APPRAISAL	ASSESSING SERVICES	5,033.00	37822
Total For Dept 257 ASSESSOR					20,792.02	
Dept 261 OPERATIONS						
101-261-727.000		OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	167.87	37805

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 261 OPERATIONS						
101-261-727.000		OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	726.29	37805
101-261-727.000		OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	373.50	37838
101-261-728.000		PRINTING/BINDING	LEAF	COPIER LEASE	302.50	2089700881
101-261-730.000		POSTAGE & MAILING	PITNEY BOWES	POSTAGE REFILL	1,000.00	37815
101-261-956.004		METRO EXPENSES	BODMAN PLC	METRO ACT	2,240.00	37794
Total For Dept 261 OPERATIONS					4,810.16	
Dept 262 ELECTION						
101-262-957.100		GENERAL OPERATING	ELECTION SOURCE	ELECTION MATERIAL	81.48	37832
Total For Dept 262 ELECTION					81.48	
Dept 265 BUILDINGS AND GROUNDS						
101-265-818.000		SERVICE CONTRACTS	JNS FACILITY	JANITORIAL SERVICES	695.00	2089700880
101-265-920.000		Gas Charges : 3792	DTE Energy Company	Gas Charges : 3792 Pontiac Trl	26.46	2089700870
101-265-920.000		Electric Charges : 3792	DTE Energy Company	Electric Charges : 3792 Pontiac	426.84	2089700870
Total For Dept 265 BUILDINGS AND GROUNDS					1,148.30	
Dept 266 LEGAL & PROFESSIONAL						
101-266-802.000		ENGINEERING FEES	STANTEC CONSULTING	GENERAL CONSULTATION SERVICES	4,471.50	37804
101-266-804.000		ACCOUNTING SERVICES	THE WOODHILL GROUP LLC	ACCOUNTING SERVICES	6,090.90	37820
101-266-804.000		ACCOUNTING SERVICES	THE WOODHILL GROUP LLC	ACCOUNTING SERVICES	1,711.25	37820
101-266-806.000		CONSULTANTS - OTHER	GLOBAL ENVIRONMENT	SITE INSPECTION REPORT FOR THE	2,000.00	37834
101-266-811.000		LEGAL FEES	BODMAN PLC	ORDINANCES	3,710.00	37794
101-266-811.000		LEGAL FEES	BODMAN PLC	MR. COOPER GROUP	140.00	37794
101-266-811.000		LEGAL FEES	BODMAN PLC	GENERAL	2,940.00	37794
101-266-811.000		LEGAL FEES	BODMAN PLC	DHUVARREN SAD	630.00	37794
101-266-811.000		LEGAL FEES	BODMAN PLC	BLUEBERRY LANE SAD	980.00	37794
101-266-811.000		LEGAL FEES	BARR, ANHUT &	LEGAL SERVICES	60.00	37829
101-266-811.010		LITIGATION- MID MICHIGAN	BODMAN PLC	MMM-WSG CUP	6,575.00	37794
101-266-811.014		LITIGATION- SUN	BODMAN PLC	ARBOR OAKS	2,295.00	37794
101-266-811.015		LITIGATION - BAYER	BARR, ANHUT &	LEGAL SERVICES	630.00	37829
Total For Dept 266 LEGAL & PROFESSIONAL					32,233.65	
Dept 272 FARMLAND SUPPORT						
101-272-818.000		SERVICE CONTRACTS	CHERYL K. MCGUIRE	MINUTES	300.00	37796
101-272-920.001		4400 Pontiac Trl/Tilian	DTE Energy Company	4400 Pontiac Trl/Tilian Farm	228.75	2089700870
Total For Dept 272 FARMLAND SUPPORT					528.75	
Dept 701 PLANNING COMMISSION						
101-701-715.001		LIFE INSURANCE	HARTFORD LIFE &	Life Insurance	127.41	2089700876
101-701-715.002		DENTAL	DELTA DENTAL PLAN OF	Dental Insurance	82.17	2089700875
101-701-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	79.82	37800
101-701-801.000		PLANNER FEES	CARLISLE-WORTMAN	2024 MASTER PLAN UPDATE	460.00	37795
101-701-801.000		PLANNER FEES	CARLISLE-WORTMAN	PLANNING CONSULTATION	790.00	37795
101-701-802.001		PREAPP MEETING EXPENSES	BODMAN PLC	FGRHS - PREAPPLICATION MATTERS	490.00	37794
101-701-909.000		ADVERTISING/PUBLISHING	DETROIT LEGAL NEWS	AFFIDAVIT FEE AND PUBLICATION - ZC	45.00	37811
Total For Dept 701 PLANNING COMMISSION					2,074.40	

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND						
Dept 702 ZONING						
101-702-806.000		CONSULTANTS - OTHER	CARLISLE-WORTMAN	ZONING ADMINISTRATION	910.00	37795
101-702-909.000		ADVERTISING/PUBLISHING	MLIVE MEDIA GROUP	ZBA-01-2024 WCC SIGN - JUNE 18,	89.41	37802
Total For Dept 702 ZONING					999.41	
Total For Fund 101 GENERAL FUND					101,667.62	
Fund 206 FIRE FUND						
Dept 228 TECHNOLOGY						
206-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	IT SERVICES	956.50	37819
206-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	IT SERVICES	956.50	37819
206-228-980.000		First Due - Station	FIRST ARRIVING LLC	First Due - Station Alerting	300.00	37813
Total For Dept 228 TECHNOLOGY					2,213.00	
Dept 261 OPERATIONS						
206-261-728.000		PRINTING/BINDING	LEAF	COPIER LEASE	302.50	2089700881
206-261-933.000		Saw Bar Oil, Carb Choke	CARPENTER BROS.	Saw Bar Oil, Carb Choke Cleaner,	82.95	37824
206-261-933.000		Generator / Light Repair	WEINGARTZ SUPPLY CO	Generator / Light Repair	177.42	37841
206-261-933.000		Replacement Battery for	ZOLL MEDICAL CORP	Replacement Battery for Autopulse	1,127.00	37843
Total For Dept 261 OPERATIONS					1,689.87	
Dept 265 BUILDINGS AND GROUNDS						
206-265-920.000		Gas Charges : 3792	DTE Energy Company	Gas Charges : 3792 Pontiac Trl	26.45	2089700870
206-265-920.000		4319 Goss Rd	DTE Energy Company	4319 Goss Rd	921.76	2089700870
206-265-920.000		Electric Charges : 3792	DTE Energy Company	Electric Charges : 3792 Pontiac	426.83	2089700870
206-265-920.000		Fire Station 4301 GOSS RD	DTE Energy Company	Fire Station 4301 GOSS RD BLDG B	20.02	2089700870
Total For Dept 265 BUILDINGS AND GROUNDS					1,395.06	
Dept 270 PERSONNEL						
206-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	1,167.30	2089700876
206-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	732.48	2089700875
206-270-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	12,240.41	37800
206-270-723.000		New Employee Fit Testing	BIO-CARE INC	New Employee Fit Testing and PFT	510.00	37809
206-270-746.000		Kahari Replacement Pants	ALLIE BROTHERS, INC	Kahari Replacement Pants	59.99	37827
206-270-746.000		Uniforms - Boldenow	ALLIE BROTHERS, INC	Uniforms - Boldenow	557.88	37827
206-270-746.000		Probationary FF / RTCs	ALLIE BROTHERS, INC	Probationary FF / RTCs Pants /	895.86	37827
206-270-746.001		Gear Repair x 2	TURNOUT RENTAL LLC	Gear Repair x 2	398.50	37839
206-270-746.001		Structural FF Boots -	WITMER PUBLIC SAFETY	Structural FF Boots - Hilmer	609.99	37842
206-270-961.001		3 Students - Advanced	WASHTENAW AREA MUTUAL	3 Students - Advanced Water	300.00	37840
Total For Dept 270 PERSONNEL					17,472.41	
Dept 596 TRANSPORTATION						
206-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS	514.67	2089700874
206-596-748.000		Fuel	CORRIGAN OIL COMPANY	Fuel	695.34	37810
206-596-748.000		Fuel	CORRIGAN OIL COMPANY	Fuel	747.27	37830
206-596-933.000		Engine 2 - Replacment	PRIORITY ONE EMERGENCY	Engine 2 - Replacment Warning	203.98	37816
206-596-933.000		E 12-1 Flat Tire Repair	SHRADER TIRE & OIL INC	E 12-1 Flat Tire Repair	262.95	37818
Total For Dept 596 TRANSPORTATION					2,424.21	

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 FIRE FUND						
Total For Fund 206 FIRE FUND					25,194.55	
Fund 211 GRANTS FUND						
Dept 751 PARKS AND RECREATION						
211-751-802.000	CCG	ENGINEERING FEES	STANTEC CONSULTING	DIXBORO ROAD PATHWAY GAP	392.00	37804
Total For Dept 751 PARKS AND RECREATION					392.00	
Total For Fund 211 GRANTS FUND					392.00	
Fund 219 STREET LIGHTING FUND						
Dept 265 BUILDINGS AND GROUNDS						
219-265-920.000		FC streetlights	DTE Energy Company	FC streetlights	417.93	2089700871
Total For Dept 265 BUILDINGS AND GROUNDS					417.93	
Total For Fund 219 STREET LIGHTING FUND					417.93	
Fund 249 BUILDING DEPARTMENT FUND						
Dept 261 OPERATIONS						
249-261-812.000		INSPECTOR COSTS	GARY WOELKE	INSPECTIONS	2,040.00	37792
249-261-812.000		INSPECTOR COSTS	URBAN FORESTRY	FORESTRY AND ARBORICULTURE	765.65	37821
249-261-812.000		INSPECTOR COSTS	GARY WOELKE	INSPECTIONS	1,560.00	37833
249-261-812.000		INSPECTOR COSTS	JAMES RATLIFF	INSPECTIONS	1,160.00	37835
249-261-812.000		INSPECTOR COSTS	MICHAEL COX	INSPECTIONS	160.00	37837
249-261-812.000		INSPECTOR COSTS	RICK PLISKO	INSPECTIONS	800.00	37844
Total For Dept 261 OPERATIONS					6,485.65	
Dept 270 PERSONNEL						
249-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	300.67	2089700876
249-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	229.59	2089700875
249-270-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	133.05	37800
Total For Dept 270 PERSONNEL					663.31	
Dept 596 TRANSPORTATION						
249-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS	82.43	2089700874
Total For Dept 596 TRANSPORTATION					82.43	
Total For Fund 249 BUILDING DEPARTMENT FUND					7,231.39	
Fund 402 CAPITAL IMPROVEMENT PLAN (CIP)						
Dept 901 CAPITAL PURCHASES						
402-901-976.001		4 PPV Fans	R & R FIRE TRUCK	4 PPV Fans	21,640.00	37817
Total For Dept 901 CAPITAL PURCHASES					21,640.00	
Total For Fund 402 CAPITAL IMPROVEMENT PLAN (CIP)					21,640.00	
Fund 592 UTILITIES FUND						
Dept 228 TECHNOLOGY						
592-228-818.000		SERVICE CONTRACTS	TAZ NETWORKS INC	NEW PC SETUP	604.17	37819
Total For Dept 228 TECHNOLOGY					604.17	

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 UTILITIES FUND						
Dept 261 OPERATIONS						
592-261-728.000		PRINTING/BINDING	STANDARD PRINTING	WATER QUALITY REPORT PRINTING	2,814.00	37826
592-261-730.000		POSTAGE & MAILING	STANDARD PRINTING	WATER QUALITY REPORT PRINTING	879.88	37826
592-261-818.000		SERVICE CONTRACTS	CITY OF ANN ARBOR	BACTI SAMPLE TESTING	120.00	37825
592-261-933.000		REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT	WINDOW WASH, ROUND UP, GLYPHOSATE	178.96	2089700882
592-261-933.000		REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT	PREMIX FUEL	99.98	2089700882
592-261-933.000		REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT	TANK CLEANER, BUGCLEAR	47.96	2089700882
592-261-933.000		REPAIR & MAINTENANCE	EJ USA, INC	HARDWARE	1,126.78	37797
592-261-933.000		REPAIR & MAINTENANCE	CUMMINS INC D/B/A	REPAIR & MAINTENANCE SERVICES	766.30	37831
592-261-933.000		REPAIR & MAINTENANCE	LAWSON PRODUCTS INC	HARDWARE	260.92	37836
592-261-976.000		EQUIPMENT PURCH UNDER \$5K	SHERIDAN	QUICK ATTACH HYDRAULIC TREE SHEAR,	4,559.50	37823
Total For Dept 261 OPERATIONS					10,854.28	
Dept 265 BUILDINGS AND GROUNDS						
592-265-920.000		4620 E Huron Dr	DTE Energy Company	4620 E Huron Dr	102.38	2089700870
592-265-920.000		3701 Plymouth Rd	DTE Energy Company	3701 Plymouth Rd	22.00	2089700870
592-265-920.000		4231 Whitehall Dr	DTE Energy Company	4231 Whitehall Dr	1,195.50	2089700870
592-265-920.000		1300 Earhart Rd	DTE Energy Company	1300 Earhart Rd	31.82	2089700870
592-265-920.000		1947 N Dixboro Rd	DTE Energy Company	1947 N Dixboro Rd	536.37	2089700870
592-265-920.000		1343 Stark Strasse	DTE Energy Company	1343 Stark Strasse	192.21	2089700870
592-265-920.000		3695 Washtenaw	DTE Energy Company	3695 Washtenaw	136.05	2089700870
Total For Dept 265 BUILDINGS AND GROUNDS					2,216.33	
Dept 266 LEGAL & PROFESSIONAL						
592-266-802.000		ENGINEERING FEES	STANTEC CONSULTING	UTILITIES CONSULTATION	3,534.08	37804
592-266-811.000		LEGAL FEES	BODMAN PLC	UTILITIES	1,680.00	37794
Total For Dept 266 LEGAL & PROFESSIONAL					5,214.08	
Dept 270 PERSONNEL						
592-270-715.001		Life Insurance	HARTFORD LIFE &	Life Insurance	305.21	2089700876
592-270-715.002		Dental Insurance	DELTA DENTAL PLAN OF	Dental Insurance	191.13	2089700875
592-270-715.009		WORKERS COMP INSURANCE	MICHIGAN MUNICIPAL	WORKER'S COMP INSTALLMENT 1	1,649.79	37800
Total For Dept 270 PERSONNEL					2,146.13	
Dept 596 TRANSPORTATION						
592-596-748.000		GASOLINE & DIESEL	BP PRODUCTS NORTH	BP GAS	692.86	2089700874
Total For Dept 596 TRANSPORTATION					692.86	
Total For Fund 592 UTILITIES FUND					21,727.85	
Fund 702 ESCROW FUND						
Dept 000 OTHER REVENUE ACCOUNT						
702-000-220.137		TEMP C OF O 2880 SKYLINE	ANYWHERE LOMBARDO	ESCROW REFUND	20,075.00	37828
702-000-249.044		CP-01-12 NORTHBROOKE	CARLISLE-WORTMAN	PLANNER FEES : CP-01-12	60.00	37795
702-000-249.077		CP-01-23 BECKWITH	STANTEC CONSULTING	ENGINEERING FEES : PRIVATE	5,277.00	37804
702-000-249.079		CP-03-23 TOYOTA BATTERY	STANTEC CONSULTING	ENGINEERING FEES: CP-03-23 1555	1,109.00	37804
702-000-262.079		SOI-28-20 MID MICHIGAN	STANTEC CONSULTING	ENGINEERING FEES: SOI-28-20 MID	990.00	37804
702-000-262.085		SOI 11-23 BECKWITH	STANTEC CONSULTING	ENGINEERING FEES: SOI-01-23	1,241.00	37804
702-000-262.087		SOI-19-23 TOYOTA BATTERY	STANTEC CONSULTING	ENGINEERING FEES: SOI-19-23 1555	479.00	37804

GL Number	Grant	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 702 ESCROW FUND						
Dept 000 OTHER REVENUE ACCOUNT						
702-000-280.147	SP-07-15	BEZTAK ALL	CARLISLE-WORTMAN	PLANNER FEES SP-07-15 BEZTAK	130.00	37795
702-000-280.147	SP-07-15	BEZTAK ALL	STANTEC CONSULTING	ENGINEERING FEES : SP-07-15 ALL	462.00	37804
702-000-280.179	SP-03-19	BECKWITH	STANTEC CONSULTING	ENGINEERING FEES : SP-03-19 THE	77.00	37804
702-000-280.203	SP-05-20	MAPLE RIDGE	STANTEC CONSULTING	ENGINEERING FEES SP-05-20 MAPLE	3,243.00	37804
702-000-280.229	PWS-01-23	MAPLE RIDGE	BODMAN PLC	LEGAL FEES PWS-02-23 MAPLE RIDGE	3,060.00	37794
702-000-280.229	PWS-01-23	MAPLE RIDGE	STANTEC CONSULTING	ENGINEERING FEES: PWS-01-23 MAPLE	548.00	37804
702-000-280.236	SOI-02-24	DTE NE BELT	STANTEC CONSULTING	ENGINEERING FEES: SOI-02-24 DTE	443.00	37804
702-000-280.237	ZC-02-24	GLASS 1575	CARLISLE-WORTMAN	PLANNER FEES : ZC-02-24 GLASS 1575	627.50	37795
702-000-280.238	SP-02-24	TOYOTA 1555	CARLISLE-WORTMAN	PLANNER FEES SP-02-24 TOYOTA 1555	130.00	37795
Total For Dept 000 OTHER REVENUE ACCOUNT					37,951.50	
Total For Fund 702 ESCROW FUND					37,951.50	

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INVOICE GL DISTRIBUTION REPORT FOR ANN ARBOR CHARTER TOWNSHIP
EXP CHECK RUN DATES 06/13/2024 - 07/11/2024
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	101,667.62
Fund 206 FIRE FUND	25,194.55
Fund 211 GRANTS FUND	392.00
Fund 219 STREET LIGHT	417.93
Fund 249 BUILDING DEP	7,231.39
Fund 402 CAPITAL IMPR	21,640.00
Fund 592 UTILITIES FU	21,727.85
Fund 702 ESCROW FUND	37,951.50

Total For All Funds:	<u>216,222.84</u>
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June 21, 2024

RE: 2024 Middle Huron Partners Invoice

Dear Partner:

In continuation of the stormwater permit and phosphorus reduction services provided by the Huron River Watershed Council under our new 2024-2028 Middle Huron Partners contract, please find enclosed an invoice for the 2024 financial support provided by your organization or agency. Under our new five-year workplan, HRWC aids Washtenaw County municipalities and agencies in the Huron River watershed with state stormwater permit compliance and general stormwater improvement to comprehensively meet local water quality goals.

Due to changes from the COVID-19 pandemic and improved implementation efficiencies, HRWC has carried a surplus in Middle Huron Partners dues from the 2019-2023 contract into new 2024-2028 contract period. Our approved Middle Huron Partners budgets are always conservative cost estimates, with actual spending from 2019-2023 coming in around \$30,000 below our budget. As a result, the 2024 invoiced dues amounts are reduced to account for the carryover from the previous contract period, allowing HRWC to provide promised services at a lower cost to Partners in 2024.

If you have any questions or concerns, please contact me directly or your designated Middle Huron Partners representative. Thank you for your past support, as well as your efforts to improve the water quality of the Huron River and the wellbeing of our region.

Sincerely,

A handwritten signature in black ink that reads "Andrea L. Paine".

Andrea Paine
Middle Huron Partnership Coordinator
apaine@hrwc.org
734-519-0354





117 N. 1st St., Suite 100
Ann Arbor, MI 48104

Invoice

DATE INVOICE #
6/26/2024 2024.01.58

BILL TO

Ann Arbor Township
3792 Pontiac Trail
Ann Arbor, MI 48105

(734) 519-0225
jkangas@hrwc.org
www.hrwc.org

TERMS
Payment due upon receipt.

DESCRIPTION	Est Amt	AMOUNT
<p>Facilitation services, watershed planning, public education and stormwater compliance assistance pursuant to The Middle Huron Partnership for management of the Middle Huron River Watershed. Contract from January 1, 2024 to December 31, 2028. Please see attachment for more information. Thank you!</p> <p>Period of work covered: January 1, 2024 - December 31, 2024.</p> <p>For questions re. payment processing, please contact Jennifer Kangas at 734-347-3320. Thank you.</p>		5,486.09
Total		\$5,486.09

Ann C. Burke, PhD

anncarrollburke@gmail.com | (616) 204-6273

OVERVIEW OF EXPERTISE

Experienced and detail-oriented writer, researcher, and facilitator with a proven track record of success in grant writing and project management. Skilled in building relationships and collaborating with diverse stakeholders to achieve organizational goals. Strong commitment to advancing community initiatives and addressing social inequities.

PROFESSIONAL HISTORY

2018-present

Writing and Research Consultant, various partners

- *Volunteer For Dental (2022-present)*: Analyze, interpret, and integrate information to craft compelling grant proposals and applications, supporting the mission of reducing inequities and increase access to oral health
- *Pearson Evaluation Systems 2021-present*: Write high-quality and technical educational assessment items, demonstrating proficiency in crafting rigorous assess content (to date, over 200 assessment items)
- *Grantmanship Consulting, LLC (2022-2023)*: Collaborated with clients to provide expert assistance in grant writing and research, contributing to successful applications for local, state, and national grant funding
- *University of Michigan Wolverine Pathways (2018-2020)*: Developed standards-based curriculum, assessment, and professional development presentations for middle and high school teachers, supporting academic excellence and school success

2023-present:

part-time

2018-2022:

full-time

Assistant Professor, Michigan State University Writing, Rhetoric, and Cultures, East Lansing, MI

- Design high-quality and technically rigorous content for research and writing courses, fostering student-engagement and learning outcomes
- Establish partnerships with educators and stakeholders to collaboratively develop instructional designs, ensuring the delivery of meaningful learning experiences
- Lead and supervise student research projects involving community clients, guiding students in research methodologies and problem-solving to address real-world challenges
- Published peer-reviewed publications and policy briefs, contributing to the academic discourse and advancing knowledge in policy and practice
- Served as a committee member and contributor to the Michigan Department of Education Literacy Teacher Preparation Standards Stakeholder Team, providing expertise and insights to inform literacy education standards and practices

2023-2024

Lead Writer and Researcher, Taproot Law (Marquette, MI), remote

- Collaborated with subject matter experts, graphic designers, and business managers to enhance technical content and readability for clients
- Led research initiatives to improve accessibility to legal services and education for community members in Michigan's Upper Peninsula
- Developed and implemented data collection methods for interviews, surveys, and user experience research to inform strategic business development

- 2022-2023 **Project Intermediate Manager, University of Michigan Center for Socially Engaged Design (Ann Arbor, MI)**
- Designed and facilitated multi-phased collaborative projects to pursue federal government grants in the College of Engineering
 - Developed and delivered high-quality technical documents to diverse audiences, effectively communicating project objectives and outcomes
- 2019-2022 **Technical Writer and Researcher, Krambo Corporation, Ann Arbor, MI**
- Contributed to the research and writing of successful CDFI Technical Assistance, Financial Assistance, and Rapid Response Program grant proposals with partner non-profit organizations
 - Collaborated with team members to create research-based projects tailored to the needs of partner nonprofit organizations, ranging from grants to private placement memos
- 2013-2018 **Graduate Educator and Researcher, University of Michigan, Ann Arbor, MI**
- Oversaw comprehensive data collection, analysis, and reporting for diverse research projects focusing on teaching, learning, leadership dynamics, and educational policy across various educational levels
 - Developed and delivered high-quality, technically proficient content for both undergraduate and graduate-level writing courses, ensuring alignment with academic standards and pedagogical best practices
- 2011-13 **Graduate Researcher and Writer, Ball State University Writing Program, Muncie, IN**
- Developed and implemented curriculum for undergraduate first-year writing courses, incorporating innovative teaching strategies to enhance student engagement and learning outcomes
 - Led and contributed to qualitative research projects, employing rigorous methodologies to generate valuable insights into writing pedagogy and student learning experiences
- 2008-11 **English Language Arts Teacher, Bullock Creek Middle School, Midland, MI**
- Tailored classroom instruction and assessment methods to optimize student achievement in both writing and reading, catering to individual learning needs and fostering a supportive learning environment
 - Collaborated closely with colleagues, school administration, and parents to create inclusive learning spaces that promoted academic success and student well-being
 - Participated as a consultant for the National Writing Project, contributing expertise and insights to enhance writing instruction practices at the national level

EDUCATION

- 2018 **Ph.D. , University of Michigan, Joint Program in English and Education**
- 2013 **M.A., Ball State University, English (specialized in Rhetoric and Composition)**
- 2008 **B.A., Aquinas College, English and History**
 State of Michigan teaching certification for secondary education

ANN ARBOR CHARTER TOWNSHIP

3792 Pontiac Trail Ann Arbor, MI 48105
Phone 734-663-3418 Fax 734-663-6678
www.aatwp.org

SPECIAL EVENTS PERMIT APPLICATION

Chapter 10, Article II of the
Ann Arbor Township Code of Ordinances

Application must be submitted 60 days prior to the event along with Permit Fee of \$

Name of Applicant: Mickey Redmond

Address of Applicant: 4733 Whitehall Dr

Phone No. of Applicant: 734 812-1326 Email m.redmond@Fgrhs.org

Property Owner's Name where event is being held: Father Gabriel Richard H.S.

Address of event: 4733 Whitehall Dr.

Date of Event: 08/17/2024 Hours of Event: 4pm-9pm

Describe proposed assembly: School Event: Green and White
Night in the FGR Parking Lot

Estimate of maximum number of attendees: 700.

Include the following (provide drawings where applicable):

- Proof of ownership of site where event is to occur. Where applicant does not own the property, the applicant shall submit an affidavit from owner showing consent to use of site.
- Police and fire protection
- Food and water supply and facilities
- Health and sanitation facilities
- Medical facilities and services, including emergency vehicles and equipment
- Vehicle access and parking facilities
- Camping and trailer facilities if overnight stays are anticipated
- Illumination facilities
- Communication facilities
- Facilities for clean up and waste disposal
- Noise control and abatement
- Insurance and bonding arrangements
- All structures located on the site

Mickey Redmond
Signature of Applicant

5/19/2024
Date

Township Board Approval _____ Date _____

Permit Approved _____ By: _____ Date _____

Conditions: _____

Pre-event Approved _____ By: _____ Date _____

Clean-up (after event) Approved _____ By: _____ Date _____

Ann Arbor Chrtr Township, (Washtenaw Co.), Michigan, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 10 - AMUSEMENTS >> ARTICLE II. - SPECIAL EVENTS >> DIVISION 2. - PERMIT >>

DIVISION 2. - PERMIT

Sec. 10-56. - Required.

Sec. 10-57. - Application.

Sec. 10-58. - Issuance or denial of permit; appeal.

Sec. 10-59. - Contents of permit.

Sec. 10-60. - Revocation for failure to comply with article provisions.

Sec. 10-56. - Required.

A person shall not sponsor, conduct or promote an assembly in the Township unless the person first obtains a permit for the assembly.

(Comp. Ords. 1990. § 18.003; Ord. No. 6-89, § 3, 8-21-1989)

Sec. 10-57. - Application.

- (a) *Form.* Application for a permit to conduct an assembly must be made in writing on the forms and in the manner prescribed by the Township Clerk.
- (b) *Deadline.* An application must be made at least 60 days before the date of the proposed assembly.
- (c) *Fee.* An application shall be accompanied by a nonrefundable fee in an amount as set from time to time by resolution of the Township Board.
- (d) *Contents.* The application shall include the following:
 - (1) The name, residence, mailing address, and telephone number of the person making the application.
 - (2) A statement describing the proposed assembly.
 - (3) The address or legal description and proof of ownership of the site at which the assembly is to be conducted. Where the applicant does not own the property, the applicant shall submit an affidavit from the owner showing the owner's consent to the use of the site.
 - (4) The dates and hours during which the assembly is to be conducted.
 - (5) An estimate of the maximum number of persons expected at the assembly for each day it is conducted.
 - (6) A detailed explanation, including drawings where applicable, of the applicant's plans to provide for the following:
 - a. Police and fire protection.
 - b. Food and water supply and facilities.
 - c. Health and sanitation facilities.
 - d.

Medical facilities and services, including emergency vehicles and equipment.

- e. Vehicle access and parking facilities.
 - f. Camping and trailer facilities, if overnight stays are anticipated.
 - g. Illumination facilities.
 - h. Communications facilities.
 - i. Facilities for cleanup and waste disposal.
 - j. Noise control and abatement.
 - k. Insurance and bonding arrangements.
- (e) *Review and recommendation.* The Township Clerk shall forward copies of the application to such public officials as the Clerk deems necessary. Those officials shall review the application and report their recommendations to the Clerk.
- (Comp. Ords. 1990, §§ 18.004, 18.005; Ord. No. 6-89, §§ 4, 5, 8-21-1989)*

Sec. 10-58. - Issuance or denial of permit; appeal.

- (a) Within 30 days of the filing of the application, the Township Board (or a Township officer to whom the Township Board has delegated this responsibility) shall issue, set conditions prerequisite to the issuance of, or deny a permit. The Township, among other conditions, may require that adequate security or insurance be provided before a permit is issued.
 - (b) When a decision on an application has been made by a Township officer to whom the Township Board has delegated such responsibility, an appeal of the decision may be taken to the Township Board by filing a request for same with the Township Clerk within five days of receipt of notice of the permit denial.
- (Comp. Ords. 1990, § 18.006; Ord. No. 6-89, § 6, 8-21-1989)*

Sec. 10-59. - Contents of permit.

A permit shall state the name and address of the permittee, the kind and location of the assembly, the estimated number of persons expected to attend, the duration of the permit, and any other conditions imposed pursuant to this article.

(Comp. Ords. 1990, § 18.007; Ord. No. 6-89, § 7, 8-21-1989)

Sec. 10-60. - Revocation for failure to comply with article provisions.

The Township may revoke a permit whenever the permittee fails to comply with any provision of this article, the permit, or state statute.

(Comp. Ords. 1990, § 18.008; Ord. No. 6-89, § 8, 8-21-1989)

(a) Application for a permit to conduct an assembly must be made in writing on the forms and in the manner prescribed by the Township Clerk.

(b) Deadline. An application must be made at least 60 days before the date of the proposed assembly.

(c) Fee. An application shall be accompanied by a nonrefundable fee in an amount as set from time to time by resolution of the Township Board.

(d) Contents. The application shall include the following:

(1) The name, residence, mailing address, and telephone number of the person making the application.

Father Gabriel Richard High School

4333 Whitehall Dr., Ann Arbor, MI 48105

Applicant: Mickey Redmond (Athletic Director) (734) 929-6993

(2) A statement describing the proposed assembly.

August 17, 2024

We are planning to host our annual Green and White night on Saturday, ~~August 12, 2023~~. We will begin at 4:00 pm and we should conclude no later than 9:00 pm. Last year, we had nearly 700 people in attendance. This event will be held in the Father Gabriel Richard High School parking lot. We will have some rented items such as food trucks, bounce houses, and yard games in the parking lot set up for attendee's entertainment. We will be welcoming back all members of the FGR community and hosting a football scrimmage on our turf field.

(3) The address or legal description and proof of ownership of the site at which the assembly is to be conducted. Where the applicant does not own the property, the applicant shall submit an affidavit from the owner showing the owner's consent to the use of the site.

Father Gabriel Richard High School is a private educational institute that falls under the Diocese of Lansing purview.

(4) The dates and hours during which the assembly is to be conducted.

This event will be held on Saturday, August ~~12, 2024~~, beginning at 4:00 pm and will conclude by 9:00 pm.

(5) An estimate of the maximum number of persons expected at the assembly for each day it is conducted.

Estimated number of people is 600.

(6) A detailed explanation, including drawings where applicable, of the applicant's plans to provide for the following:

a. Police and fire protection.

Lt. Katrina Robinson of the Washtenaw County Sherriff's department has been notified of the event.

b. Food and water supply and facilities.

Food and water will be supplied by three different food trucks that we have scheduled to be at this event. We will also make available the drinking fountains that are located inside of the school building. The indoor facilities will also be available to the attendees.

c. Health and sanitation facilities.

The indoor health and sanitation facilities that are in place inside of Father Gabriel Richard high school will be made available to all attendees.

d. Medical facilities and services, including emergency vehicles and equipment.

We will have our (2) school employed MedSport athletic trainers on site for the duration of this event. Additionally, Huron Valley Ambulance has been notified of the event.

e. Vehicle access and parking facilities.

The parking lot at Father Gabriel Richard high school will be used for the event, this also included parking. We have partnered with neighboring Trinity Health Medical Center to use their parking lot for overflow parking. This event will be held during their off hours. FGRHS will also provide a shuttle van to escort attendees from the Trinity Health Medical Center to FGRHS and back for the entire duration of the event. In addition to offer a shuttle with a CDL licensed bus driver, we also have in place 4 parking attendants to manage the FGRHS parking lot and the Trinity Health Parking lot. They will be in charge of closing off the FGRHS parking lot and directing additional cars to the Trinity Health parking lot. They will also assist in parking at the Trinity Health parking lot and will assist, when needed, with crossing the road of Whitehall, this will be on a rare occasion as needed. Every parking attendant will be wearing a neon colored vest. We have also purchased numerous signs that read "Parking lot Full. Additional Parking at Trinity Health" "No Parking" and "Do Not Park on the Grass". These signs will be clearly displayed throughout our property to ensure safe and legal parking during the event.

f. Camping and trailer facilities, if overnight stays are anticipated.

Overnight stays will not take place. Not applicable.

g. Illumination facilities.

Illumination facilities will not be in use. We do not have any outdoor illuminated facilities and this event will conclude before sunset.

h. Communication facilities.

The FGR administration in attendance (president, principal, assistant principal, athletic direct), along with the parking attendants, will all have walkie-talkies on their person for communication.

i. Facilities for cleanup and waste disposal.

Cleanup and waste disposal will take place on site. We will use the dumpsters and recycling bins for all necessary cleanup and waste disposal that are already in place at Father Gabriel Richard High School.

j. Noise control and abatement.

We will only have projected noise coming from a hired DJ. We will keep the portable speakers directed in a manner as to not disturb our neighbors. The noise volume will be controlled and will be lessened to not disturb the nearby neighbors.

Noise ordinance will be adhered to.

k. Insurance and bonding arrangements.

Insurance is provided from the Diocese of Lansing and is attached to the application.

(e) Review and recommendation. The Township Clerk shall forward copies of the application to such public officials as the Clerk deems necessary. Those officials shall review the application and report their recommendations to the Clerk.

(Comp. Ords. 1990, §§ 18.004, 18.005; Ord. No. 6-89, §§ 4, 5, 8-21-1989)

Father Gabriel Richard

Green and White Night

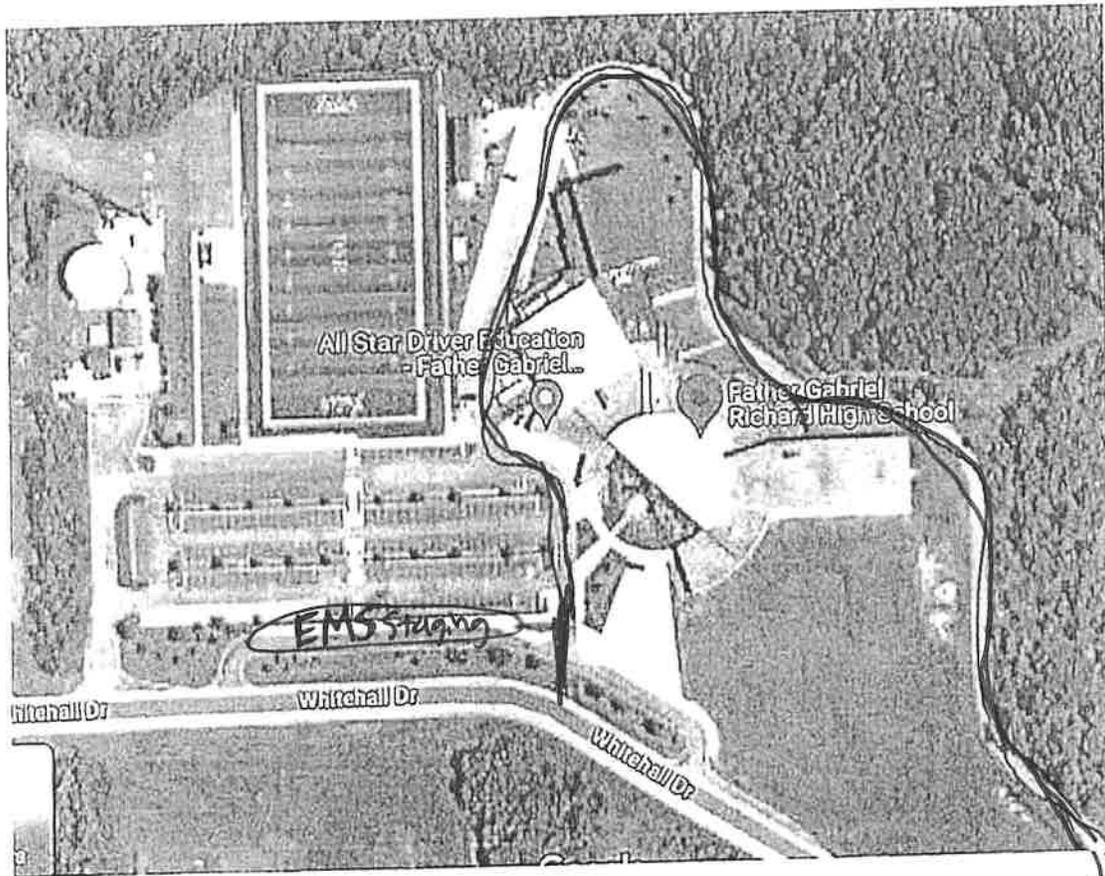
Saturday, August 17, 2024

Tent and Food Truck Area vs. the Fire Lane Map

Tents (10x10 100 sq. feet) 3 of them – Setup in parking spaces highlighted in the yellow

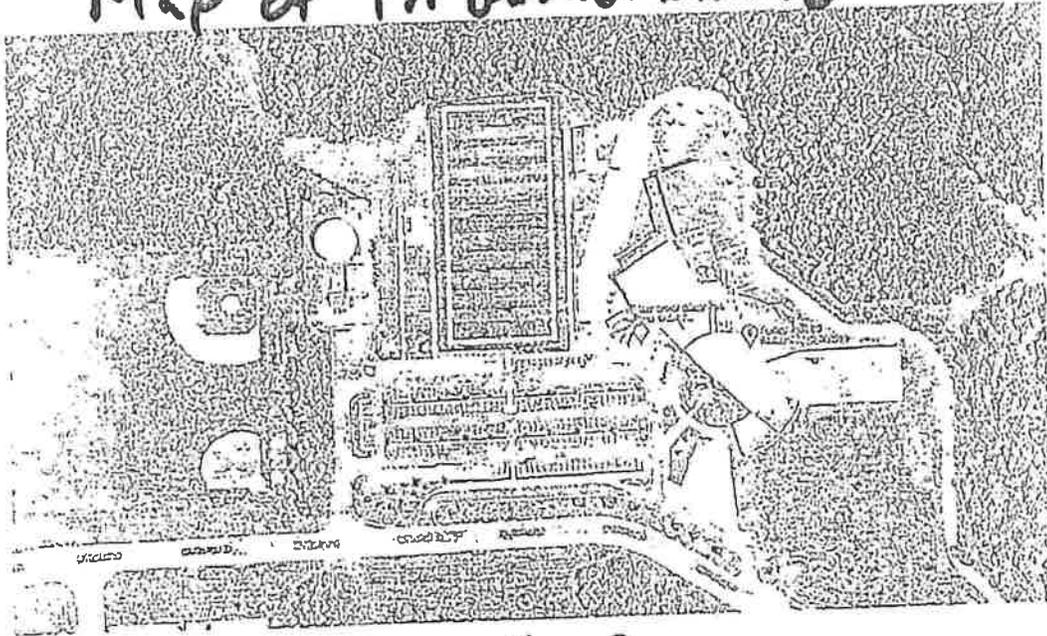
3 Food Trucks – Setup in parking spaces highlighted in the yellow

Fire Lane for FGRHS – Outlined in the Red line



Fire Lane

Map of Fr. Gabriel Richard



4333 Whiteh. N Dr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME: _____	PHONE (A/C No, Ext): 616-233-0910	FAX (A/C, No): 616-233-0923
	E-MAIL ADDRESS: _____		
INSURED Michigan Catholic Conference FR GABRIEL RICHARD HIGH, ANN ARBOR 5727 510 S. Capitol Ave. Lansing MI 48933	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Princeton Excess & Surplus Lines Ins Co		10786
	INSURER B: Safety National Casualty Corporation		15105
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 2110118107

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"/> Add'l Ins Form# _____ <input checked="" type="checkbox"/> PESFG1161G GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			R2-A3-RL-000016-00	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____			R2-A3-RL-000016-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP4066507	7/1/2024	7/1/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Misc Professional Liability Dir & Off/Counselors E&O Claims Made Retro Date			R2-A3-RL-000016-00	7/1/2024	7/1/2025	Occ/Claims Made Aggregate 7/1/1985	\$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION

CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY PER FORM RL 2100 10/21 FOR

GREEN AND WHITE NIGHT ON AUGUST 17th 2024

CERTIFICATE HOLDER**CANCELLATION**ANN ARBOR TOWNSHIP
ANN ARBOR MI

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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American Title Company of Washtenaw

TITLE SEARCH

SCHEDULE A

Title Search Number: 111535

1. Effective Date: November 1, 2018 at 05:00 PM.
2. Policy (or Policies) to be issued:
 - (a) Owner's Policy Policy Amount \$0.00
Proposed Insured:

NONE - THIS IS NOT A COMMITMENT TO INSURE
 - (b) Loan Policy Policy Amount \$0.00
Proposed Insured:

NONE - THIS IS NOT A COMMITMENT TO INSURE
3. Fee Simple interest in the land described in this Commitment is owned, at the Effective Date, by:

Carl F. Mengeling, Roman Catholic Bishop of the Diocese of Lansing, Roman Catholic Church, a Michigan corporation
4. The land referred to in the Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Copies of the instruments recited on the attached Schedule B- Section II, are attached for your reference. Due to the limited nature of the search and the reduced rate at which it is offered, any liability of the Company is limited by the amount paid for the search.

American Title Company of Washtenaw

Countersigned: _____

Authorized Signatory

Examined by: T. Ehlert

Title Search Number: 111535

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

1. NONE - THIS IS NOT A COMMITMENT TO INSURE

Title Search Number: 111535

The following is a list of matters encumbering the property described in the attached Schedule C:

1. Subject to an unrecorded mortgage in the amount of \$8,165,000.00 given by Earl Boyea, Bishop of the Roman Catholic Diocese of Lansing to Bank of Ann Arbor, dated September 1, 2011, as evidenced by application for title search.
2. Notice of Commencement recorded September 13, 2016, in Liber 5169, Page 34, Washtenaw County Records.
3. Easement, Agreement and Conditions in favor of Board of County Road Commissioners of Washtenaw as recorded in Liber 4525, Page 618, Washtenaw County Records.
4. Terms, conditions and provisions of Stormwater Maintenance Agreement as set forth in Liber 5159, Page 500, Washtenaw County Records.
5. Terms, conditions and provisions of Stormwater Access Agreement as set forth in Liber 5159, Page 501, Washtenaw County Records.
6. Terms, conditions and provisions of Stormwater Drainage Easement as set forth in Liber 4070, Page 148, Washtenaw County Records.
7. Easement, Agreement and Conditions for ingress and egress and public utilities, as disclosed by instrument recorded in Liber 4070, Page 149, and in Liber 4070, Page 150, Washtenaw County Records.
8. Terms, conditions and provisions of Road Access Maintenance Agreement as set forth in Liber 4574, Page 85, Washtenaw County Records.
9. Easement, Agreement and Conditions in favor of The Detroit Edison Company, as recorded in Liber 4169, Page 993, Washtenaw County Records.
10. Terms, conditions and provisions of Planned Unit Development Agreement as set forth in Liber 5023, Page 804, Washtenaw County Records.
11. Easement, Agreement and Conditions in favor of The Detroit Edison Company, as recorded in Liber 1973, Page 645, Washtenaw County Records.
12. Easement, Agreement and Conditions in favor of The Detroit Edison Company and Michigan Bell Telephone Company, as recorded in Liber 2030, Page 262, Washtenaw County Records.
13. Easement, Agreement and Conditions in favor of Ann Arbor Township as recorded in Liber 1849, Page 20, Washtenaw County Records.
14. Terms, conditions and provisions of Easements as set forth in Liber 2304, Page 863, Washtenaw County Records.
15. Easement, Agreement and Conditions in favor of Ann Arbor Township as recorded in Liber 1855, Page 682, and in Liber 1855, Page 685, Washtenaw County Records.
16. Building and use restrictions contained in instrument(s) recorded in Liber 1530, Page 425, Washtenaw County Records, but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. The mortgage policy to be issued, if any, will insure against loss or damage as a result of any existing violations of said building and use restrictions.

17. Release of Right of Way for highway purposes to the State of Michigan, as recorded in Liber 266, Page 525, Washtenaw County Records.
18. Easement, Agreement and Conditions in favor of The Detroit Edison Company and Michigan Bell Telephone Company, as recorded in Liber 1538, Page 404, and in Liber 1570, Page 943, Washtenaw County Records.
19. Easement, Agreement and Conditions in favor of Ann Arbor Township as recorded in Liber 1998, Page 112, Washtenaw County Records.
20. Easement, Agreement and Conditions for ingress and egress, as disclosed by instrument recorded in Liber 3558, Page 474, Washtenaw County Records.
21. Easement, Agreement and Conditions as disclosed by instrument recorded in Liber 1855, Page 679, Washtenaw County Records.
22. Terms, conditions and provisions of Access Easement Agreement as set forth in Liber 3436, Page 781, Washtenaw County Records.
23. Parcel I.D. No. I-09-13-200-020
2018 summer taxes EXEMPT.
2017 winter taxes EXEMPT.
All previous years taxes paid.
Special Assessments: None

Title Search Number 111535

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the Township of Ann Arbor, County of Washtenaw, Michigan, described as:

A parcel of land lying within Section 13, Township 2 South, Range 6 East, Ann Arbor Township, Washtenaw County, State of Michigan, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 13, Township 2 South, Range 6 East, Ann Arbor Township, Washtenaw County, State of Michigan; thence South $00^{\circ}28'18''$ East 1,166.23 feet (previously recorded as South $00^{\circ}01'30''$ West) along the North and South $\frac{1}{4}$ line of said Section 13 for a PLACE OF BEGINNING; thence South $34^{\circ}43'06''$ East 700.59 feet; thence South $66^{\circ}50'30''$ West 427.34 feet; thence South $00^{\circ}28'18''$ East 350.94 feet along said North and South $\frac{1}{4}$ line; thence South $66^{\circ}50'30''$ West 1.85 feet; thence North $23^{\circ}09'30''$ West 18.53 feet; thence 117.28 feet along the arc of a 217.44 feet radius circular curve to the right, having a central angle of $30^{\circ}54'15''$, and a chord which bears North $07^{\circ}42'23''$ West 115.87 feet; thence North $07^{\circ}44'48''$ East 97.19 feet; thence 453.83 feet along the arc of a 273.00 feet radius circular curve to the left, having a delta of $95^{\circ}14'48''$, a chord which bears North $39^{\circ}52'36''$ West 403.35 feet; thence North $87^{\circ}30'00''$ West 69.64 feet; thence 270.04 feet along the arc of 395.67 feet radius circular curve to the right, having a delta of $39^{\circ}06'13''$, and a chord which bears North $67^{\circ}56'53''$ West 264.83 feet; thence nontangentially 58.24 feet along the arc of a 263.37 feet radius circular curve to the left, having a central angle of $12^{\circ}40'09''$, and a chord which bears North $74^{\circ}06'21''$ West 58.12 feet; thence 117.29 feet along the arc of a 294.95 feet radius circular curve to the right, having a central angle of $22^{\circ}47'05''$, and a chord which bears North $69^{\circ}02'53''$ West 116.52 feet; thence North $57^{\circ}39'21''$ West 192.77 feet; thence 132.07 feet along the arc of a 230.00 feet radius circular curve to the left, having a central angle of $32^{\circ}53'39''$, and a chord which bears North $74^{\circ}06'20''$ West 130.26 feet; thence South $89^{\circ}26'40''$ West 430.44 feet; thence North $00^{\circ}33'20''$ West 340.52 feet; thence North $89^{\circ}26'40''$ East 125.00 feet; thence North $00^{\circ}33'20''$ West 206.00 feet; thence South $89^{\circ}26'40''$ West 125.00 feet; thence North $00^{\circ}33'20''$ West 621.99 feet; thence South $87^{\circ}18'00''$ East 844.57 feet; thence South $35^{\circ}55'25''$ East 1,068.74 feet to the PLACE OF BEGINNING.



Property Address: 4333 Whitehall Drive
Re:
Loan Number:

Date Issued: 11/19/18
File Number: 111535
Invoice Number: TITLESEARCH

PLEASE DELIVER COPIES TO

[] Father Gabirel Richard High School
4333 Whitehall Road
Ann Arbor, MI 48105
Attn: Michael McClelland - mmcclelland@fgrhs.org

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

(111535.PFD/111535/3)

American Title Company of Washtenaw

825 Victors Way, Suite 100
Ann Arbor, Michigan 48108
Tel: (734) 996-0036
Fax: (734) 662-9604

Bill To:

Michael J. McClelland
Chief Financial Office
Father Gabriel Richard High School
4333 Whitehall Drive
Ann Arbor, MI 48105

Property Address: 4333 Whitehall Drive

Date: 11/19/18

File Number: 111535

Invoice Number: TITLESEARCH

INVOICE

Title Search Fee

\$1,800.00

4333 WHITEHALL DR ANN ARBOR, MI 48105 (Property Address)

Parcel Number: I -09-13-200-020 Location ID: WHIH-004333-0000-00



Item 1 of 9 8 Images / 1 Sketch

Property Owner: FR. GABRIEL RICHARD HIGH SCHOOL

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Built: 2002
 - Total Sq.Ft.: 107,130
- # of Buildings: 1
- > Assessed Value: \$0 | Taxable Value: \$0
- > 25 Building Department records found
- > Property Tax information found
- > Utility Billing information found

Owner and Taxpayer Information

Owner	FR. GABRIEL RICHARD HIGH SCHOOL 4333 WHITEHALL DR ANN ARBOR, MI 48105	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2024

Property Class	401 RESIDENTIAL-IMPROVED	Unit	8101 ANN ARBOR TOWNSHIP
School District	ANN ARBOR PUBLIC SCHOOLS	Assessed Value	\$0
W/S	No Data to Display	Taxable Value	\$0
YR PERMIT STATUS	0	State Equalized Value	\$0
FSHEET	No Data to Display	Date of Last Name Change	04/30/2021
Historical District	No	Notes	Not Available
NOTES	No Data to Display	Census Block Group	No Data to Display
		Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2024	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$0	\$0	\$0
2014	\$0	\$0	\$0
2013	\$0	\$0	\$0
2012	\$0	\$0	\$0
2011	\$0	\$0	\$0
2010	\$0	\$0	\$0
2009	\$0	\$0	\$0
2008	\$0	\$0	\$0
2007	\$0	\$0	\$0
2006	\$0	\$0	\$0
By continuing to use this website you agree to the BS&A Online Terms of Use .	\$0	\$0	\$0

[Privacy - Terms](#)

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$0	\$0	\$0
2003	\$903,300	\$0	\$0
2002	\$845,790	\$845,790	\$476,426

Land Information

Zoning Code	PUD	Total Acres	40.010
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	SECTIONS 1-12, 18-26,29, 31-33 & BECKWITH SITE	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No
Lot(s)		Frontage	
Lot 1		40.01 ft	0.00 ft
		Total Frontage: 40.01 ft	Average Depth: 0.00 ft

Legal Description

REWRITE SURVEY 2012 OWNER REQUEST ****FROM 0913100011 05/28/97****FROM 0913200012 05/28/97****FROM 0913200013 05/28/97AA 13-4A-1B PCL " 2 " COM AT N 1/4 COR SEC 13, TH S 00-28-18 E 1185.48 FT TO A POB, TH S 34-43-06 E 700.59 FT, TH S 66-50-30 W 427.34 FT, TH S 00-28-18 E 350.94 FT, TH S 66-50-30 W 1.85 FT, TH N 23-09-30 W 18.53 FT, TH 117.28 FT ALNG ARC OF CURV-RT-RAD 217.44 FT - CH N 07-42-23 W 115.87 FT, TH N 07-44-48 E 97.19 FT, TH 453.83 FT ALNG ARC OF CURV-LFT-RAD 273.00 FT - CH N 39-52-36 W 403.35 FT, TH N 87-30-00 W 69.64 FT, TH 215.05 FT ALNG ARC OF CURV-RT-RAD 395.67 FT - CH N 71-55-46 W 212.42 FT, TH 54.97 FT ALNG ARC OF CURV-RT-RAD 395.67 FT - CH N 52-22-39 W 54.92 FT, TH 58.24 FT ALNG ARC OF CURV-LFT-RAD 263.37 FT - CH N 74-06-21 W 58.12 FT, TH 117.29 FT ALNG ARC OF CURV-RT-RAD 294.95 FT - CH N 69-02-53 W 116.52 FT, TH N 57-39-21 W 192.77 FT, TH 132.07 FT ALNG ARC OF CURV-LFT-RAD 230.00 FT - CH N 74-06-20 W 130.26 FT, TH S 89-26-40 W 430.44 FT, TH N 00-33-20 W 360.00 FT, TH N 89-26-40 E 125.00 FT, TH N 00-33-20 W 206.00 FT, TH S 89-26-40 W 125.00 FT, TH N 00-33-20 W 621.99 FT, TH S 87-18-00 E 844.57 FT, TH S 35-20-23 E 1084.86 FT TO THE POB. PT OF N 1/2 SEC 13, T2S-R6E. 40.61 AC. REWRITE 11/98O OWNER REQUEST ****FROM 0913100011 05/28/97****FROM 0913200012 05/28/97****FROM 0913200013 05/28/97AA 13-4A-1B PCL " 2 " COM AT N 1/4 COR SEC 13, TH S 00-28-18 E 1166.23 FT TO A POB, TH S 34-43-06 E 700.59 FT, TH S 66-50-30 W 427.32 FT, TH S 00-28-18 E 350.94 FT, TH S 66-50-30 W 1.85 FT, TH N 23-09-30 W 18.53 FT, TH 117.28 FT ALNG CURV RT RAD=217.44 FT CH=N 07-42-23 W 115.87 FT, TH N 07-44-48 E 97.19 FT, TH 453.83 FT ALNG CURV LFT RAD=273.00 FT CH=N 39-52-36 W.403.35 FT, TH N 87-30-00 W 69.64 FT, TH 202.28 FT ALNG CURV RT RAD=338.97 FT CH=N 70-24-17 W 199.29 FT, TH 119.51 FT ALNG CURV LFT RAD= 263.37 FT CH= N 66-18-33 W 118.44 FT, TH 149.55 FT ALNG CURV RT RAD= 177.37 FT CH= N 55-09-17 W 145.16 FT, TH N 31-00-00 W 94.77 FT, TH S 89-26-40 W 664.43 FT, TH N 00-33-20 W 360.00 FT, TH N 89-26-40 E 125.00 FT, TH N 00-33-20 W 206.00 FT, TH S 89-26-40 W 125.00 FT, TH N 00-33-20 W 621.99 FT, TH S 87-18-00 E 844.57 FT, TH S 35-55-25 E 1068.74 FT TO THE POB. PT OF N 1/2 SEC 13, T2S-R6E, 40.01 AC.

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	Not Available
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreeage of Parent	0.00	Rights Were Transferred	No
Split Number	0	Courtesy Split	No
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
04/15/2021	\$0.00	PTA	ROMAN CATHOLIC DIOCESE OF LANSING	FR. GABRIEL RICHARD HIGH SCHOOL	09-FAMILY		

Building Information - 107130 sq ft Schools - Vocational (Commercial)

Floor Area	107,130 sq ft	Estimated TCV	\$13,578,824
Occupancy	Schools - Vocational	Class	C
Stories Above Ground	2	Average Story Height	10 ft
Basement Wall Height	0 ft	Identical Units	Not Available
Year Built	2002	Year Remodeled	No Data to Display
Percent Complete	100%	Heat	Zoned A,C. Warm & Cooled Air
Physical Percent Good	57%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	22 yrs

By continuing to use this website you agree to the BS&A Online Terms of Use. Please contact your local municipality if you believe there are errors in the data.

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

**RESOLUTION CONFIRMING BLUEBERRY LANE
SPECIAL ASSESSMENT DISTRICT ROLL
UNDER MICHIGAN ACT 188 OF THE PUBLIC ACTS OF 1954, AS AMENDED
JULY 15, 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 July 15, 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.

PRESENT:

ABSENT:

Motion by Trustee _____ ; supported 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”).

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”). The Township Board 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 total Estimate of Costs for the Improvements is expected to be approximately \$257,000.00. Funding of the Improvements will be as follows: (i) 90% from special assessment of property owners within the Blueberry Lane Special Assessment District (the “District”), and (ii) 10% from the Township general fund.

E. The Supervisor and the Assessor of Ann Arbor Charter Township, in accordance with the May 20, 2024 Resolution Establishing Blueberry Lane Special Assessment District, prepared a special assessment roll for the District up to \$257,000 (“Roll”) covering all assessable parcels of land in the District that includes the total amount assessed to each such parcel.

F. The Supervisor has certified that the Roll conforms to the directions contained in the Resolution and the requirements of Act 188 and other applicable laws and statutes in the Supervisor’s best judgment. The amount assessed to each assessable parcel in the Roll is assessed according to the relation of the benefit to each such parcel of land to the total benefit of all parcels of land in such District.

G. The Board directed that a public hearing be held on July 15, 2024 at 7:30 p.m. at the Ann Arbor Charter Township Hall, 3792 Pontiac Trail to hear any objections to the Roll.

H. 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 the Public Improvement Act and other applicable laws.

I. In accordance with such notices, a hearing was held on July 15, 2024 at 7:30 p.m. at the Ann Arbor Charter Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan 48105 and all interested persons were given the opportunity to be heard regarding the Roll, the District, and any other matters to be considered at the public hearing.

RESOLUTION

1. The 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 Blueberry Lane Special Assessment District Roll and is confirmed as the Roll for the District. The Township Clerk shall endorse the Roll with the date of confirmation

2. The Township Board determines that the term of the District is ten (10) years and that interest on installment payments shall be at a rate of one and one half percent (1.5%) per annum.

3. The Blueberry Lane Special Assessment in the District (“Special Assessment”) shall be divided into ten (10) equal annual installments of principal, with the first installment to be billed with the December 2024 tax bills and due on or before February 14, 2025. The following installments shall be due on or before the 14th day of February of each and every year thereafter for a period of nine (9) years. All unpaid installments prior to their transfer to the tax roll as provided by Act 188 of 1954, MCL 41.721, et seq. (the “Public Improvement Act”), shall bear interest payable annually on each installment due date at the rate of one and one half 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 which the installment is paid in accordance with the Public Improvement Act. If any installment of the Assessment is not paid when due, then the installment shall be considered delinquent and there shall be collected, in addition to interest as provided by this Resolution, 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, also in accordance with the Public Improvement Act.

5. The Assessment made in the Roll for the District is ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver the Roll to the Treasurer with the Clerk's warrant as attached as Exhibit B, commanding the Treasurer to collect such Assessment in accordance with this Resolution and the Public Improvement Act.

6. Upon receiving such Assessment Roll and warrant the Treasurer shall proceed to collect the several amounts assessed therein as the same shall become due.

7. All Assessments contained in the Roll, including any part thereof deferred as to payment, shall from the date of confirmation of the Roll, constitute a lien upon the respective parcels of land assessed. Such lien shall be of the same character and effect as the lien created for Township taxes and shall include accrued interest and penalties. No judgment or decree or any act of the Township Board vacating a special assessment shall destroy or impair the lien of the Township upon the premises assessed for such amount of the assessment as may be equitably charged against the same, or as by a regular mode of proceeding might be lawfully assessed thereon.

8. The Township Board reserves the right to terminate the District in the event that the sources of funding for the Improvements 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 July 15, 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**BLUEBERRY LANE SPECIAL ASSESSMENT DISTRICT ROLL**

Parcel ID Number	Property Address	Owner(s)	Assessment	
1	I-09-18-297-002	2215 Blueberry Ln	Barbara Richstone	\$ 9,637.50
2	I-09-18-296-012	2230 Blueberry Ln	Kathleen Wieland	\$ 9,637.50
3	I-09-18-297-003	2235 Blueberry Ln	Goetz Family Revocable Trust	\$ 9,637.50
4	I-09-18-297-004	2255 Blueberry Ln	Laura and Scott Lysz	\$ 9,637.50
5	I-09-18-296-011	2266 Blueberry Ln	Ralf Spatzier and Deborah Dewitt	\$ 9,637.50
6	I-09-18-297-005	2301 Blueberry Ln	Vittorio and Natalie Bichucher	\$ 9,637.50
7	I-09-18-297-006	2323 Blueberry Ln	Binod Dhakal and Rebecca Winkler	\$ 9,637.50
8	I-09-18-260-007	2342 Blueberry Ln	James Keller and Mary Ellen Hoy	\$ 9,637.50
9	I-09-18-262-001 I-09-18-297-007	2353 Blueberry Ln	Tsz Kit Kevin Chan and Lis Huang	\$ 9,637.50
10	I-09-18-260-006	2374 Blueberry Ln	Heather Vanalstyne	\$ 9,637.50
11	I-09-18-262-002	2377 Blueberry Ln	Andrew and Ashley Ducker	\$ 9,637.50
12	I-09-18-262-003	2411 Blueberry Ln	Joaquim Martins and Sandra Lau	\$ 9,637.50
13	I-09-18-261-006	2420 Blueberry Ln	Aaron and Jenny Rajda	\$ 9,637.50
14	I-09-18-262-004	2433 Blueberry Ln	James and Christine Stead	\$ 9,637.50
15	I-09-18-261-005	2442 Blueberry Ln	Michael and Karen Kress	\$ 9,637.50
16	I-09-18-261-004	2464 Blueberry Ln	Beverly Schmoll and Frank Acione	\$ 9,637.50
17	I-09-18-297-001	2600 Englave Dr	Anthony and Anne Marie La Rocca	\$ 9,637.50
18	I-09-18-295-006	2612 Englave Dr	Jennifer Rose and Nick Rose IV	\$ 9,637.50
19	I-09-18-260-008	2615 Danbury Ln	Neville McDonald	\$ 9,637.50
20	I-09-18-296-010	2624 Danbury Ln	David Sallen and Jennifer Sprague	\$ 9,637.50
21	I-09-18-260-009	2629 Danbury Ln	Johann Gudjonsson and Thy Thy Do	\$ 9,637.50
22	I-09-18-296-009	2638 Danbury Ln	John Sorensen and Candace Higgens	\$ 9,637.50
23	I-09-18-260-010	2643 Danbury Ln	Jeffrey and Deborah Ash	\$ 9,637.50
24	I-09-18-296-008	2652 Danbury Ln	James Schriemer	\$ 9,637.50

EXHIBIT B

**BLUEBERRY LANE SPECIAL ASSESSMENT DISTRICT
CLERK'S WARRANT TO TREASURER**

Public Improvements Act

**Warrant for Collection of Ann Arbor Charter Township
Blueberry Lane Special Assessment District**

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 July 15, 2024 you are hereby directed to collect the Special Assessment set forth in the attached Ann Arbor Charter Township Blueberry Lane Special Assessment District 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, 2025 shall bear interest at the rate of 1.5 % per annum. Any Special Assessment or portion thereof paid prior to February 14, 2025 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

QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

1. ORGANIZATION INFORMATION

Organization Name Miles Jeffrey Roberts Foundation			
Organization Physical Street Address 2632 Wayside Dr.			
City Ann Arbor	State MI	Zip Code 48103	County Washtenaw
Organization Mailing Address			<input checked="" type="checkbox"/> Same as Physical Address
City	State	Zip Code	County
Organization Telephone Number 734-355-5402			

2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.

MJRF offers programs to empower the youth athletic community to promote mental well-being and suicide prevention.

3. LICENSE APPLICATION

Enclosed is a completed application and fee for a Bingo Raffle Charity Game Ticket license
 Make checks payable to STATE OF MICHIGAN.

4. AUTHORIZED CONTACT PERSON

First Name Jeff	Last Name Roberts	Position/Role with Organization Chief Operating Officer	
Mailing Address 2632 Wayside Dr		City Ann Arbor	
State MI	Zip Code 48103	Telephone Number (Day) 734-546-6004	Telephone Number (Evening) 734-546-6004
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.			
Authorized Contact Person Signature Jeffrey A. Roberts			Date 7.8.2024
Print Authorized Contact Name and Title Jeffrey A. Roberts - Chief Operating Officer			

5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.





Charitable Gaming Division
101 E. Hillsdale, Box 30023
Lansing, Michigan 48909
(517) 335-5780
www.michigan.gov/cg

LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____,
COUNTY NAME asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

**ANN ARBOR CHARTER TOWNSHIP BOARD OF TRUSTEES
RESOLUTION AUTHORIZING BALLOT PROPOSAL FOR
LAND PRESERVATION MILLAGE RENEWAL**

DATE: JULY 15, 2024

Resolution adopted at a regular meeting of the Board of Trustees of the Charter Township of Ann Arbor, Washtenaw County, Michigan, held at the Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan, on July 15, 2024 at 7:30 p.m.

PRESENT:

ABSENT:

Resolution by Trustee: _____; supported by Trustee: _____.

R E C I T A L S

A. In 2003 the voters in Ann Arbor Charter Township approved a proposal to authorize a charter millage for general ad valorem taxes on all taxable real and tangible personal property in the Township in an amount not to exceed 0.7 mills (\$.70 on each \$1,000 of taxable value) for a period of twenty (20) years, 2004 through 2023 inclusive, to provide funds for the purposes of funding the purchase of development rights for the permanent preservation of farmland and open space throughout the Township (“Land Preservation Millage”).

B. The Township is authorized by the Charter Township Act and other applicable laws to purchase property and development rights and may impose and levy ad valorem taxes as authorized by the Michigan Constitution of 1963, the Charter Township Act and other applicable laws.

C. The Township Board has determined that it is in the best interest of the Township to purchase development rights for the permanent preservation of farmland and open space throughout the Township, and it is therefore in the best interest of the Township to submit to the Township’s electors at the election to be held on November 5, 2024 a ballot proposal for renewal of the Previously Authorized Land Preservation Millage in the amount not to exceed 0.6712 mills (after Headlee rollback) for a period of _____ years, first to be levied in 2025.

D. The total Township millage rate in 2025 will be _____ mills less the Headlee rollback, and in the event the Township’s electors approve the proposed millage, the total Township millage rate will not increase in 2025 as the proposed Land Preservation Millage is a renewal and the total Township millage will remain at a rate lower than surrounding cities in Washtenaw County.

RESOLUTION

NOW, THEREFORE, it is resolved that:

1. Since the Previously Authorized Land Preservation Millage will expire at the end of this year, a ballot proposal for renewal of the Previously Authorized Land Preservation Millage for years 2025 through _____, inclusive, in substantially the following form shall be submitted to the Township’s electors at the election to be held on November 5, 2024.

Proposal to Renew Ann Arbor Township Land Preservation Millage

Shall the existing authorized charter millage for Ann Arbor Charter Township, Washtenaw County, Michigan of up to 0.6712 mills for Land Preservation, which expired on December 31, 2023, be renewed and levied for another _____ years (2025 through _____ inclusive) in an amount not to exceed 0.6712 mills on taxable real and personal property (\$.6712 per \$1000 of taxable value) to continue to provide funding for the purchase of development rights for the permanent preservation of farmland and open space throughout the Township, raising an estimated \$ 498,788 in the 2025 calendar year?

2. The Supervisor, the Clerk and the Deputy Clerk each is authorized to execute and deliver such documents and do such further acts as may be necessary to carry out the purposes of the foregoing resolution.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED

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 July 15, 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.

7.15.24 PROPOSED

Diane O'Connell, Township Supervisor

Rena Basch, Township Clerk

Dated: July 15, 2024

NOVEMBER 5, 2024 GENERAL ELECTION

LAND PRESERVATION MILLAGE RENEWAL
BALLOT LANGUAGE

Proposal to Renew Ann Arbor Township Land Preservation Millage

Shall the existing authorized charter millage for Ann Arbor Charter Township, Washtenaw County, Michigan of up to 0.6712 mills for Land Preservation, which expired on December 31, 2023, be renewed and levied for another _____ years (2025 through _____ inclusive) in an amount not to exceed 0.6712 mills on taxable real and personal property (\$.6712 per \$1000 of taxable value) to continue to provide funding for the purchase of development rights for the permanent preservation of farmland and open space throughout the Township, raising an estimated \$ 498,788 in the 2025 calendar year?

JULY 15, 2024 AS PROPOSED

**BOARD OF TRUSTEES
CHARTER TOWNSHIP OF ANN ARBOR
WASHTENAW COUNTY, MICHIGAN
RESOLUTION APPROVING PRIVATE WASTEWATER SYSTEM
MAPLE RIDGE
JULY 15, 2024**

Resolution adopted at a regular meeting of the Board of Trustees of the Charter Township of Ann Arbor (the “Township”), Washtenaw County, Michigan, held at the Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan, on July 15, 2024, which in addition to the in person meeting, was also made open and available to the public via Zoom video conference via a registration link and dial in number located on the website for the Township.

PRESENT:

ABSENT:

Motion by Trustee: ; supported by Trustee:

RECITALS

A. Toll Northeast V Corp., a Michigan limited liability company (“Applicant”) is developing a residential project referred to as “Maple Ridge,” (formerly known as “Arbor Ridge”) for a parcel located on the east side of Whitmore Lake Road, south of Warren Road, consisting of approximately 53.93 acres, Tax Parcel ID No.: I -09-08-400-001. Applicant filed an application for Private Wastewater System (the “Permit”) under the Township’s Private Wastewater System Ordinance (the “PWS Ordinance”) for establishment of a private wastewater system (“PWS”).

B. The PWS will serve a site condominium with 57 single-family residential parcels (“the Project”) with access off Whitmore Lake Road. In general, the condominium units will be subject to the terms and conditions of a recorded master deed (“Master Deed”), which sets forth certain terms and conditions relating to the capital needs of the PWS and the Sewer Agency.

C. An Area Plan and PUD Zoning was approved by the Township Board on June 21, 2021. The Planning Commission approved the preliminary site plan on September 9, 2021. The Planning Commission also granted a Tree and Woodland Removal Permit, and a Natural Features Setback and Steep Slope Use Permit (the “NF Permit”). The Final Site Plan was approved by resolution of the Planning Commission on October 2, 2023. Approval of the Final Site Plan by the Planning Commission was conditioned upon approval of the Permit by the Township Board of Trustees.

D. Under the PWS Ordinance, it is the policy of the Township to reject assumption of liability for the PWS and instead require that the owner establish adequate escrow reserves to ensure continued maintenance, repair, and replacement for the PWS.

E. Development, operation, maintenance and assignment of all obligations related to the PWS System are subject to the following documents (collectively, the “PWS Documents”) as well as the PWS Ordinance:

- a. The Operation and Maintenance Agreement;
- b. The Offsite Easement Agreement;
- c. The Onsite Easement Agreement;
- d. The Maple Ridge Private Community Wastewater System Development Agreement, which is to be recorded in the Washtenaw County Records (the “Development Agreement”); and
- e. The Planning Commission’s October 2, 2023 resolution approving Final Site Plan.

F. The applicant has provided and the Township Engineer has reviewed the plans and engineering submittals by the Applicant last dated June 12, 2024, and received by the Township on June 27, 2024, and finds the plans are consistent with the PWS Ordinance, subject to the additional items set forth in the July 11, 2024 report by the Township Engineer (“Township Engineer Conditions”).

G. The Township Attorney additionally recommends that, in addition to the Township Engineer Conditions, approval of the Permit be subject to: (i) approval of the Master Deed by the Township Board (ii) conditions contained in the Planning Commission Resolution Approving the Final Site Plan by the Planning Commission, dated October 2, 2023; and (iii) the Applicant providing to the Township Attorney and the Township Building and Zoning Official evidence of (a) recording of the Master Deed (and any exhibits thereto), subject to the comments of the Township Attorney, and any further comments in relation to approval of the Final Site Plan, and (b) evidence of Applicant’s compliance with other approval conditions of the Township and applicable governmental authorities related to the development of the PWS, and the project pursuant to the Final Site Plan (the “Township Attorney Conditions”).

H. Pursuant to Section 70-358(b) of the PWS Ordinance, the Permit shall be effective only after the date on which the EGLE Part 41 permit for the PWS becomes effective; provided no discharge from the PWS shall occur without issuance of an EGLE Part 31 permit. The Permit shall be deemed rescinded and canceled without further action of the Township in the event that the EGLE Part 41 permit or EGLE Part 31 permit lapses, expires without renewal, is revoked by EGLE, or otherwise ceases to be in effect, or in the event of non-compliance with the terms and provisions of this subdivision.

RESOLUTION

NOW, THEREFORE, the Township Board resolves:

Based on the foregoing Recitals, which are incorporated in this Resolution by reference, the Application and other submissions by the Applicant, and the recommendations of the Township Engineer, the Township Building and Zoning Official, Township Attorney, Township Planner, and others, the Township Board adopts the following findings and conditions, and resolution:

A. **FINDINGS AND CONDITIONS.** The Township Board finds that:

The Application is consistent with the standards in the PWS Ordinance, subject to compliance with the following conditions:

- i. Construction of the PWS shall be in accordance with the approved plans and compliance with the additional items set forth in the Township Engineer Conditions;
- ii. The PWS shall serve a maximum 57 single family residences as set forth in the Final Site Plan;
- iii. Compliance with all conditions related to approval of the Final Site Plan;
- iv. Execution of and compliance with all conditions in the Operation and Maintenance Agreement, Offsite Easement Agreement, Onsite Easement Agreement, and Development Agreement in a form approved by the Township Attorney.
- v. Pursuant to Section 70-361(c)(10) of the PWS Ordinance, the Applicant shall deposit with the Township Treasurer prior to issuance of the Permit funds in an amount and form determined by the Township Building and Zoning Official in consultation with the Township Engineer and Township Attorney, sufficient to guaranty performance by the Applicant of the conditions of the Application. Applicant shall enter into an escrow agreement in a form approved by the Township Attorney evidencing such escrow obligations.

B. **RESOLUTION APPROVING ISSUANCE OF PWS PERMIT.**

Subject to the Applicant complying with the conditions set forth above, the Township Board authorizes issuance of the Permit.

RESOLUTION DECLARED ADOPTED.

AYES:

NAYES:

ABSTAIN:

Diane O'Connell
Ann Arbor Charter Township Supervisor

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 July 15, 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

**MAPLE RIDGE
PRIVATE COMMUNITY WASTEWATER SYSTEM
DEVELOPMENT AGREEMENT**

This Maple Ridge Private Community Wastewater System Development Agreement (“Agreement”) is made on _____, 2024 by and among Toll Northeast V Corp., a Delaware corporation (“Developer”), whose address is 26200 Town Center Drive, Suite 200, Novi, Michigan 48375; Maple Ridge Wastewater Treatment Authority LLC, a Michigan limited liability company (“Sewer Agency”) whose address is of 26200 Town Center Drive, Suite 200, Novi, MI; Maple Ridge 2 Homeowners Association, a Michigan non-profit corporation (“Association”), whose address is of 26200 Town Center Drive, Suite 200, Novi, MI 48375; and Ann Arbor Charter Township, a Michigan municipal corporation (“Township”), whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105, pertaining to the private community wastewater system (“PWS”) being installed by Sewer Agency on a 4.63 acre parcel located in Ann Arbor Charter Township, Washtenaw County, Michigan, and described on attached Exhibit A (“Maple Ridge PWS Site”) pursuant to the Maple Ridge Planned Unit Development Agreement (“PUD Agreement”) dated December February 25th, 2022, and recorded March 18, 2022, in Liber 5474, Page 217, Washtenaw County Records, and the Maple Ridge Planned Unit Development Resolution (“PUD Resolution”) adopted by the Township on June 21, 2021. Developer and Sewer Agency are successors in interest to the PUD Agreement and subject to its terms and conditions.

RECITALS

A. The PUD Agreement and PUD Resolution pertained to two parcels of land equivalent to 155.97 acres in Ann Arbor Charter Township described in the PUD Agreement (“Initial PUD Property”).

B. The Initial PUD Property has been divided in accordance with the PUD Agreement into three parcels: 1) the Maple Ridge PWS Site; 2) the parcel to be donated to the Township in accordance with the PUD Agreement (“Donated Parcel”); and 3) the property upon which the residential development units further described herein shall be constructed (“Maple Ridge Development Site”) (Exhibit A-1). Sewer Agency is the fee simple owner of the Maple Ridge PWS Site and the Developer is the fee simple owner of the Maple Ridge Development Site. The Maple Ridge Development Site constitutes, or upon recording an appropriate Master Deed will constitute, the Condominium described in Recital E.

C. Sewer Agency wishes to install a PWS on the Maple Ridge PWS Site pursuant to the PUD Agreement, the PUD Resolution, the Private Community Wastewater System Ordinance adopted by the Township on July 17, 2006, as amended (“PWS Ordinance”), and the requirements of the Michigan Department of Environment, Great Lakes and Energy (“EGLE”), and other Applicable Sewerage Laws as defined in the PWS Ordinance. The PWS Ordinance, the requirements of EGLE pertaining to the PWS, and other Applicable Sewerage Laws are referred to as (“Applicable Laws and Ordinances”).

D. The Sewer Agency and the Association wish to operate, maintain, repair and replace the Maple Ridge PWS in accordance with Applicable Laws and Ordinances.

E. Developer intends to establish a residential condominium development on the property described in Exhibit A-1 to be known as Maple Ridge Condominium, consisting of 57 residential dwelling units (“Units”) to be owned by individual residential Unit owners (“Residential Owner(s)”), by recording a Master Deed, Bylaws and Condominium Subdivision Plan for Maple Ridge (“Master Deed”) in the Washtenaw County Records. The Association shall be responsible for the administration and operation of the Condominium. The PWS shall service the Condominium.

F. Capitalized terms not otherwise defined in this Agreement have the meaning set forth in the PWS Ordinance.

A G R E E M E N T

Now therefore, the parties agree as follows:

1. Development of PWS. Sewer Agency shall construct and install the Maple Ridge PWS in accordance with the PWS Ordinance, PUD Agreement, EGLE requirements and other Applicable Sewerage Laws. Prior to construction of the Maple Ridge PWS, Sewer Agency shall apply for and obtain a permit for the PWS in accordance with the PWS Ordinance (“PWS Permit”) including approval of the PWS Permit by the Township Board of Trustees, and compliance with any conditions for issuance and approval of the PWS Permit. The PWS shall be designed and constructed to accommodate capacity at an average flow of 19,500 gallons per day, 2,400 gallons per day of which capacity shall be reserved for future Township use for the adjacent Donated Property (as defined in the PUD Resolution) only and subject to the same costs and charges applicable to other users of the PWS. The PWS shall be constructed so that the Township may connect to the PWS in the future to access such reserved capacity at the Township’s sole cost in accordance with plans and specifications developed by the Township and approved by the Sewer Agency.

2. Qualification of Sewer Agency. Sewer Agency represents that it has the capacity to (a) own the PWS, and (b) operate the PWS (or to contract with a qualified PWS operator, qualified under the Township’s PWS Ordinance for operation of the PWS (“PWS Operator”) for the benefit of the Association and the Residential Owners, and that the Sewer Agency meets the requirements of Sections 70-359 and 70-360, each as amended, of the PWS Ordinance.

Developer further represents that pursuant to the Master Deed and Bylaws, Developer has the authority to bind the Association as of the date of this Agreement.

3. Qualified Certified Operator. Infrastructure Alternatives, Inc., a certified operator, shall be the initial PWS Operator of the Maple Ridge PWS. Sewer Agency represents that the Initial PWS Operator is a qualified PWS Operator under the PWS Ordinance. The Sewer Agency or the Association may elect to have the Initial PWS Operator replaced at any time by any other PWS Operator qualified under the PWS Ordinance subject to the approval by the Township as provided hereinafter. The PWS Operator shall at all times be certified pursuant to EGLE requirements.

4. Operation, Maintenance and Replacement Reserves. The Sewer Agency and the Association shall establish and maintain the following operation, maintenance and replacement reserves, and establish and maintain the following user fees in accordance with the terms of the O&M and Replacement Reserve Escrow Agreement Maple Ridge Sewerage System, reviewed and approved by the Township (“Escrow Agreement”). The Master Deed for Maple Ridge shall provide for user fees and assessments of against Co-owners of Units in Maple Ridge to ensure funding of the reserves in accordance with the Escrow Agreement.

5. Responsibility; Assignment. Sewer Agency and the Association are jointly and severally responsible for inspecting, monitoring, repairing, replacing, operating and maintaining the Maple Ridge PWS, and retaining the Initial PWS Operator and any subsequent PWS Operator. Notwithstanding the foregoing, Sewer Agency shall have the right to assign such obligations, or the Developer may transfer 100% of its membership interests in the Sewer Agency, to the Association on such date (the “Turnover Date”) that all of the following have occurred: (a) final approval of the Maple Ridge PWS Permit, (b) establishment of the reserve funds required by the Escrow Agreement and (c) successful operation and maintenance of the Maple Ridge PWS by the Association for a period of 12 months after transfer of control of the Association to the Co-Owners of Units in the Condominium. Notwithstanding the terms of this paragraph, the Turnover Date shall not occur before 51% of the Units of the Condominium have been sold by Developer to Residential Co-owners, after which point the Developer shall remain responsible to pay the amount assessed to other Co-owners in Maple Ridge with respect to the Units owned by the Developer until sold.

6. PWS Operating Agreement; Standards. Prior to execution of this Agreement, Sewer Agency, the Association and the PWS Operator have provided to the Township and the Township has reviewed and approved, and the Sewer Agency, the Association and the PWS Operator have subsequently executed, a PWS Operating Agreement as described in the PWS Ordinance governing (a) inspecting, monitoring, operating, maintaining, repairing and replacing equipment and facilities of the PWS; (b) the imposition and collection of user charges and assessments for connection to, and use of the PWS; (c) establishment and maintenance of financial reserves for operation, maintenance and capital expenses; and (d) compliance with all Applicable Sewerage Laws and agreements regarding the PWS, including the PWS Ordinance. The PWS Operating Agreement expressly provides that it may not be terminated without Township approval so long as the PWS serves the Condominium, provided, however, the PWS Operating Agreement may be assigned to another PWS Operator in accordance with the Applicable Sewage Laws and upon prior written approval of the Township. Any amendments, renewals, revisions or

substitutions of the PWS Operating Agreement shall require prior written approval of the Township Board of Trustees. Attached as Exhibit B are the standards for inspecting, monitoring, operating, maintaining, repairing and replacing the Maple Ridge PWS in accordance with Applicable Sewerage Laws and operating guidelines recommended by the manufacturer of all components of the Maple Ridge PWS and the PWS Operator. Sewer Agency has provided the standards to the Township for review and approval, and the Township has reviewed and approved the same, prior to attachment as Exhibit B.

7. Township Rights; Jurisdiction; Injunction. Sewer Agency and the Association on their behalf and on behalf of all Residential Owners hereby (a) grant to the Township the right to inspect any part of the PWS for compliance with the PWS Ordinance, this Agreement and all Applicable Sewerage Laws, (b) consent to personal jurisdiction and venue in Washtenaw County or U.S. District Court for the Eastern District of Michigan, (c) agree that money damages cannot make the Township whole for damages arising out of the breach of this Agreement, and (d) agree to injunctive remedies in any action brought by the Township to enforce this Agreement or enforce compliance with Applicable Sewerage Laws. The Master Deed shall include easements authorizing the Township's access to the Condominium for purposes of inspection of the PWS.

8. Indemnification. Sewer Agency (with respect to loss, liability, costs and expense incurred prior to the Turnover Date) and the Association, jointly and severally, hereby agree to defend, indemnify and hold harmless the Township and its trustees, commissioners, employees, agents, consultants, engineers and attorneys from any and all loss, liability, costs and expense incurred with respect to inspecting, monitoring, operating, maintaining, repairing and replacing part or all of the PWS, including reasonable attorneys' fees, engineering and consultant fees and costs, and agree to pay such costs, expenses and fees within 30 days of receipt of the Township's invoice for same, excluding those caused by the gross negligence or intentional misconduct by the Township.

9. Insurance. Sewer Agency (until the Turnover Date) and the Association agree to maintain and cause the PWS Operator to maintain policies of casualty insurance for the replacement value of the insurable components of the PWS, comprehensive general liability insurance and pollution legal liability insurance, each with limits acceptable to the Township, naming the Township as an additional insured, which policies shall be issued by an insurer registered/licensed to issue insurance in Michigan and with an A.M. Best Rating, or similar rating, acceptable to the Township, and provide certificates and endorsements to the Township evidencing such insurance upon execution of this Agreement and annually thereafter. No policy of such insurance shall be cancelled or permitted to lapse without 30 days' advance written notice to the Township and without the policy owner securing similar coverage.

10. Connection to Public Sewer. Sewer Agency and the Association hereby grant to the Township the authority in its sole discretion to require that the PWS be abandoned and all Units in the Condominium be connected, at the expense of the Association and Residential Owners, to any public sanitary sewer system or publicly owned community sewer system which may be constructed in the future and accessible to the Condominium whereupon all reserves on hand as required by Paragraph 4 herein (other than reserves to be disbursed to remedy failures to maintain in accordance with the Escrow Agreement or under any other Applicable Sewerage Laws shall be disbursed to the Association or paid to satisfy the costs of connecting with the publicly-

owned community sewer system and the PWS may cease operating and be dismantled in accordance with applicable law. The Master Deed shall include the irrevocable consent of the Residential Owners to the foregoing.

11. Special Assessment District. Developer, Sewer Agency and the Association, on their behalf and on behalf of all Residential Owners hereby irrevocably consent under any circumstances to the establishment of a special assessment district pursuant to Act 188 of the Michigan Public Acts of 1954 (“Act 188”) within the Condominium that will authorize the Township to impose assessments on all Units within the Condominium (“Special Assessments”) sufficient to meet the operating, maintenance and capital needs of the PWS together with such reserves as prudent practice dictates (“PWS Costs and Reserves”), such circumstances including, but not limited to, in the event that (a) the Township (in its sole discretion) takes over ownership and operation of the PWS, or (b) the Association or the Sewer Agency (prior to the Turnover Date) fails to impose or collect user charges or assessments sufficient to meet the normal operating, maintenance and capital needs of the PWS or fail to maintain the reserves required by the PWS Ordinance or Applicable Sewerage Laws, and a special assessment district consisting of all 57 residential Units in the Condominium (“District”).

Each Residential Owner shall be obligated to pay any such Special Assessment established for the Owner’s Unit that is determined by the Township. Unless the Township determines otherwise in accordance with Act 188, the amount to be specially assessed against each Unit will be based on and determined as a pro rata share of the real property in the District, as required by applicable laws, ordinances, codes, rules and regulations, so that each Unit’s proportional fair share of the PWS Costs and Reserves pursuant to the District will be approximately one fifty-seventh (1/57) of the total cost of the Special Assessment levied to the District.

The Master Deed shall provide that by taking title to a Unit, each Residential Owner irrevocably consents to establishment of the District, waives any objections to establishment of the District or the roll for the Special Assessments and consents and agrees to the levy of a Special Assessment on the Unit for the PWS Costs and Reserves. This irrevocable approval of the future establishment of the District and the future Special Assessment on the Residential Owner’s Unit shall be a binding covenant running with the land and shall not terminate.

Any such Special Assessment will reflect the PWS Costs and Reserves in accordance with the PWS Ordinance as it may be amended, Applicable Sewerage Laws, and applicable laws and ordinances, which may include related costs and expenses of design, engineering, inspection materials, construction, administration, bond issuance, capitalized interest, and contingencies, including a reasonable allowance for inflation or other changes in value of the foregoing, Township at large costs, and those other costs properly reimbursable under the applicable law. The Special Assessment roll established for the District shall bear interest at the rate determined by the Township Board of Trustees which shall not be more than the rate allowed by law.

12. Purchase by Township. Developer, Sewer Agency and the Association hereby grant to the Township at any time, the right and option to be exercised by the Township in its sole discretion, to purchase for the sum of \$1.00 (a) marketable title to the PWS and any related lands, equipment, fixtures, appurtenances and easements, and (b) all PWS warranties, all as reasonably deemed by the Township to be necessary in conjunction with the PWS or future publicly owned

community wastewater system. In the event the Township exercises the foregoing option, the Township shall hold and operate the PWS as a public utility providing service to the Residential Owners, and the Township shall hold and use the escrow deposits for O&M Reserve and Replacement Reserve solely for purposes of operation, maintenance and repair and replacement of the PWS. The Township may thereafter transfer the facilities, assets and reserves of the PWS to a new PWS owner on the condition that such facilities, assets or reserves be used solely for providing sanitary sewer services to the Residential Owners, and on the condition that the new PWS owner shall obtain a PWS Permit and satisfy the requirements of the PWS Ordinance and Applicable Sewerage Laws. The Master Deed shall include the irrevocable consent of the Residential Owners to the foregoing.

13. Township Option to Assume Ownership. Developer, Sewer Agency and the Association hereby grant the Township the right, but not the obligation, to take over ownership or operation or both of the PWS in the event that the Sewer Agency, Operator, or Association (a) becomes insolvent or goes into bankruptcy or receivership, or (b) fails to maintain the operating, maintenance and capital reserves required by this Agreement and the PWS Ordinance within 6 months after written notice from the Township that the reserves do not meet the PWS Ordinance requirements, or (c) is unable, unwilling or fails for any reason to operate the PWS in full compliance with Applicable Sewerage Laws where failure to meet such requirements in 6 successive months or in more than 8 months in a 12-month period shall be conclusively determined to be an inability to comply with Applicable Sewerage Laws. In the event the Township exercises its option in the Township's sole discretion to assume ownership or operation or both of the PWS, the Township shall hold and operate the PWS as a public utility providing service to the Residential Owners. Further, if the Township exercises the foregoing right, then at the time the Township takes over ownership or operation of the PWS, the Township shall continue to hold and use the escrow deposits for O&M Reserve and Replacement Reserve solely for the purpose of operation, maintenance, repair and replacement of the PWS. The Township may thereafter transfer the facilities, assets and reserves of the PWS to a new PWS owner on the condition that such facilities, assets or reserves be used solely for providing sanitary sewer services to the Residential Owners, and on the condition that the new PWS owner shall obtain a PWS Permit and satisfy the requirements of the PWS Ordinance and Applicable Sewerage Laws. The Master Deed shall include the irrevocable consent of the Residential Owners to the foregoing.

14. Rejection of Assumption of Liability. Developer, Sewer Agency and the Association acknowledge that the Township has rejected assumption of liability for the PWS except in the event the Township, in its sole discretion, determines to take over ownership of the PWS pursuant to Section 12 or Section 13 above.

15. Educational Materials. The Sewer Agency and the Association agree to provide each Residential Owner on a regular basis no less than annually with educational materials and recommended guidelines on the proper disposal of household wastes. Information concerning such educational materials and recommended guidelines shall be included in the disclosure documents pertaining to the Condominium.

16. Fencing. Fencing around the PWS, drainfield and reserve field shall be constructed and maintained in compliance with the Site Plan and Development Agreement.

17. Isolation Distance. The isolation distance shall be at least 100 feet from any portion of the Maple Ridge PWS disposal area to any dwelling or residential well.

18. Gravity System. The Maple Ridge PWS shall be constructed as a gravity feed system from each unit to a pump station designed to pump sewage to the PWS.

19. Monitoring Wells; Water Wells. Monitoring wells shall be required for the Maple Ridge PWS. All domestic water wells in the Condominium shall be required to take water from the deep aquifer. A separate well shall be installed to provide sufficient fresh water necessary for the routine flushing and maintenance of the PWS.

20. Reserve Field. Based on the recommendation of the Township Utilities Department and Township Engineer, and data submitted by Developer, the reserve field for the Maple Ridge PWS is not required to be fully or partially prepared at this time, but shall be established as an area to be protected and screened from adjacent uses as described in Section 16 above regarding Fencing.

21. Disclosure Documents. The terms of this Agreement and the other obligations of the Association and Residential Owners set forth in the PWS Ordinance must be (a) included in a separate disclosure document provided to each Residential Owner, (b) referred to in the deed conveying any portion of Maple Ridge to a Residential Owner and (c) referred to in the Condominium Development Documents as defined in the PWS Ordinance, all in the form approved by the Township. Such disclosure documents shall be delivered to the prospective purchasers of Units prior to execution of a purchase agreement and shall run with the land described on Exhibit A-1.

22. Easements. Developer, Sewer Agency and the Association shall grant to the Township permanent and irrevocable, non-exclusive easements authorizing the Township and its employees, contractors, consultants, agents and assigns to enter the Condominium for purposes of inspection of the PWS and or other purposes set forth in the PWS Ordinance. The PWS shall be maintained so it is accessible at all times to the Township, and no structures or landscaping shall be allowed in the easement area that would unreasonably interfere with such access. The easements shall be shown on the Condominium Subdivision Plan and established by the Master Deed.

23. Reports; Other Conditions. Sewer Agency, on its behalf and on behalf of all Residential Owners, and the Association agree to adhere to all conditions for approval of the PWS Permit including furnishing monthly and annual operating and maintenance reports, by the 5th day of each subsequent month, to the Township in accordance with the PWS Ordinance. The Association agrees to the payment of a late fee in the amount of \$100, for each monthly or annual report that is not timely provided by the PWS Operator to the Township. The foregoing shall be included in the Master Deed and in the PWS Operating Agreement.

24. Responsibility for Costs. Sewer Agency (until the Turnover Date) on its behalf, the Association on its behalf, and on behalf of all Residential Owners, shall be responsible for all costs of installation, operating, monitoring, inspection, maintenance, repair and replacement of equipment and facilities of the PWS, and all liability associated with the PWS. The Township

may, at its option, elect to collect any costs it may incur in connection with the PWS pursuant to the provisions of the PWS Ordinance by a special assessment described above, and by direct court action against the owner of the PWS, the PWS Operator, the Association, or the Residential Owners.

25. Assignment and Transfer. Sewer Agency shall not transfer its obligations under this Agreement except as provided in Section 5. In addition, Sewer Agency shall not transfer its interest in the land described on Exhibit A without the prior written consent of the Township except to Residential Owners in the normal course of development and sale of the Units.

26. Binding Effect. This Agreement shall be recorded, shall run with the land described on Exhibit A-1 and shall be binding on Sewer Agency, the Association, all Residential Owners of Units in the Condominium, and their respective permitted successors, transferees, mortgagees and assignees. This Agreement shall not be amended without the prior written consent of the Township.

27. Lender Consent. Developer and Sewer Agency shall provide a written subordination and consent to this Agreement by any mortgagee or other person or entity having an interest in Maple Ridge.

28. Recitals. The Recitals are incorporated in this Agreement by reference.

Dated: _____, 2024

[Signatures on following pages]

TOLL NORTHEAST V CORP., a Delaware corporation

By:

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of Toll Northeast V Corp., a Delaware corporation on behalf of the corporation.

Notary Public

County, Michigan
Acting in the County of: _____
My Commission Expires: _____

[signatures continue on the following page]

Maple Ridge 2 Homeowners Association, a Michigan nonprofit corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of Maple Ridge 2 Homeowners Association, a Michigan nonprofit corporation, on behalf of the corporation.

Notary Public

County, Michigan
Acting in the County of: _____
My Commission Expires: _____

[signatures continue on following page]

Maple Ridge Wastewater Treatment Authority, LLC,
a Michigan limited liability company

By:

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, the _____ of Maple Ridge 2
Homeowners Association, a Michigan nonprofit corporation, on behalf of the corporation.

_____ Notary Public
_____ County, Michigan
Acting in the County of: _____

My Commission Expires: _____

[signatures appear on following page]

Ann Arbor Charter Township, a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Diane O’Connell, the Supervisor of Ann Arbor Charter Township, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
Washtenaw County, Michigan
Acting in the County of: Washtenaw
My Commission Expires: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sarah J. Gabis (P67722)
Bodman PLC
201 S. Division, Suite 400
Ann Arbor, Michigan 48104
(734) 761-3780

EXHIBIT A

MAPLE RIDGE PWS SITE

OWNER REQUEST AA 8-2A PCL " A " COM AT NE COR SEC 8, TH S 88-40-21 W 341.18 FT, TH S 08-47-10 E 100.82 FT TO A POB, TH S 08-37-38 E 529.02 FT, TH S 89-58-42 W 324.74 FT, TH N 00-01-18 W 208.77 FT, TH N 46-28-30 W 353.61 FT, TH N 01-14-08 W 109.22 FT, TH N 88-40-21 E 119.22 FT, TH S 01-19-39 E 50.00 FT, TH N 88-40-21 E 383.97 FT TO THE POB. PT OF NE 1/4 SEC 8, T2S-R6E. 4.63 AC.
SPLIT ON 10/11/2023 FROM I -09-08-100-001;

Parcel ID No. I-09-08-100-004

EXHIBIT A-1

MAPLE RIDGE DEVELOPMENT SITE

REWRITE PER SURVEY 09/29/23 OWNER REQUEST AA 8-2C PCL " C " COM AT SE COR SEC 8, TH N 01-41-19 W 1048.35 FT TO A POB, TH S 83-57-13 W 1265.63 FT, TH N 07-17-39 W 459.10 FT, TH 621.37 FT ALNG ARC OF CURV-LFT-RAD 3869.70 FT - CH N 11-53-39 W 620.70 FT, TH N 16-29-39 W 683.49 FT, TH N 88-07-30 E 1570.69 FT, TH S 08-37-38 E 173.76 FT, TH S 01-40-48 E 1465.04 FT TO THE POB. PT OF E 1/2 SEC 8, T2S-R6E. 53.93 AC.

Parcel ID No. I-09-08-400-001

EXHIBIT B

SUMMARY OF OPERATION AND MAINTENANCE REQUIREMENTS

Weekly Duties

- Physically review the operational status of all PWS equipment and control systems.
- Inspect the primary and SBR tanks, final effluent pumps and all system electrical and control panels for normal operation, security and evidence of unauthorized access.
- Check access lids to the primary and SBR tanks, and distribution valves for structural integrity, security and evidence of unauthorized access.
- Inspect all PWS components, tanks and treatment units for system leaks.
- Inspect distribution valve and PWS components for normal operation.
- Read and record/log all meters, timers, gauges, etc. Read and record elapsed time meters, pump event counters and other system operation and performance related data.
- Obtain daily discharge flow data from the main control panel.
- Review the subsurface disposal system for effluent ponding and/or excessive surface water accumulation, invasive vegetation and grass cover health/height.
- Maintain the PWS grounds to include mowing the subsurface disposal system and removing snow from the PWS access drive. Remove all weeds and brush adjacent to and at the base of the PWS process tanks, components and control panels.
- Perform all housekeeping and PWS area cleanup as required to facilitate a safe and efficient operation.
- Inspect main pump station for proper operation, record pump run time information.
- Respond to emergency call outs as received by the PWS and/or the individual home septic tank and effluent pump systems within two hours of alarms.

Monthly Duties

- Perform all Weekly duties as defined above.
- Collect a Raw Influent sample and perform laboratory analysis to monitor the strength of wastewater received at the PWS from the collection system, and send a copy of the reports to the Township.
- Collect a Treated Effluent sample and perform laboratory analysis to monitor the quality of treated wastewater discharge to the subsurface disposal system, and send a copy of the reports to the Township.
- Compile and submit the required Monthly Operations Report (MOR) forms to EGLE as stipulated in the Rule 2216 groundwater discharge permit with a copy of the reports to the Township.
- Check and record voltages and amperages of all PWS pumps.
- Make a visual inspection of the liquid level in the primary and SBR tanks vaults to determine if cleaning is necessary.

- Manually operate a subsurface disposal drain field dosing tank pump through six cycles and ensure that the distribution valve is operating properly by observing that effluent flows from each successive leg of the valve.
- Inspect air-release valves in manholes where present at terminal ends of low-pressure force main branches for normal operation and evidence of unauthorized access.
- Test the recirculation tank and final effluent dose pump control panel audio/visual alarm.
- Follow all monthly/quarterly maintenance requirements outlined in the manufacturer's literature.
- Inspect main pump station for debris and proper operation. Witness generator exercise program and ensure proper operation of ATS.

Bi-Annual Duties

- PWS process performance sampling will include at a minimum Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), Fats, Oils, and Grease (FOG), Ammonia (NH3), Nitrate (NO3) and pH. Notwithstanding the foregoing, the Township may require at any time during the term of this Agreement that such duties be performed more frequently if deemed reasonably necessary by the Township.

Annual Duties

- Perform all Weekly/Monthly duties as defined above.
- Inspect all existing operational individual home septic tank and effluent pumping systems including measuring sludge and scum/grease levels in the septic tank.
- Replace control panel lithium backup battery every two years.
- Compile and submit the required Annual Report of the PWS discharge flow to the Township and EGLE as stipulated in the Rule 2216 groundwater discharge permit.
- Evaluate the depth of accumulated solids in the primary tank and remove if necessary.
- Meet the Township and EGLE at the PWS site for routine facility compliance inspections

PRIVATE WASTEWATER SYSTEM
PWS, SEWER MAIN AND CONNECTION EASEMENT AGREEMENT

(MAPLE RIDGE– ON SITE)
(I-09-08-100-001; I-09-08-400-001)

This Private Wastewater System PWS, Sewer Main, and Connection Easement Agreement (“Agreement”) is made _____ 2024 by and among Toll Northeast V Corp. , a Delaware Corporation, whose address is 26200 Town Center Drive, Suite 200, Novi, Michigan 48375 (“Owner”), Maple Ridge Wastewater Treatment Authority LLC, a Michigan limited liability company (“Sewer Agency”) whose address is of 26200 Town Center Drive, Suite 200, Novi, MI; Maple Ridge 2 Homeowners Association, a Michigan non-profit corporation (“Association”), whose address is of 26200 Town Center Drive, Suite 200, Novi, MI 48375 and the Charter Township of Ann Arbor, a Michigan municipal corporation whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (“Township”).

RECITALS

A. Sewer Agency is the sole owner of the real property located in Ann Arbor Charter Township and described on attached Exhibit A (“Property”) tax parcel number I 09-08-100-001 and I 09-08-400-001. Owner has the right to grant the easements as set forth in this Agreement.

B. Sewer Agency is the entity that is established to operate and maintain the Private Wastewater Treatment System improvements on the Property to serve the residential condominium development known as Maple Ridge (“Maple Ridge”).

C. The Association is the entity established pursuant to the Master Deed to maintain the common elements in Maple Ridge and to operate and maintain the PWS upon assignment of those obligations from Sewer Agency.

D. The Township is the owner of a parcel of property identified by tax parcel identification number I-09-08-100-005 (“Township’s Parcel”) that is adjacent to the Property and that is contemplated for future connection to the PWS.

E. Owner has constructed or caused the Sewer Agency to construct certain improvements, including buildings, mechanical systems, sanitary sewer mains and appurtenances for private wastewater treatment services to be provided by the Sewer Agency to the Property in accordance with plans and specifications approved by the Township. The whole of the improvements shall herein be identified as the “PWS”.

F. Owner and Sewer Agency wish to grant to the Township easements for access, inspection, construction, maintenance, repair and replacement of the sanitary sewer mains and appurtenances over, across and within those portions of the Property depicted on the sketch and described on the legal description attached as Exhibit B, (“Easement Parcel”), as well easements over the Property for access, inspection, construction, maintenance, repair and replacement of the PWS, in accordance with the Maple Ridge Master Deed, Private Community Wastewater System Development Agreement, Private Community Wastewater System Operation and Maintenance Agreement, and the O&M And Replacement Reserve Escrow Agreement Maple Ridge Private Community Wastewater System (PWS) as well as an easement for the purposes of connection of the Township’s Parcel to the PWS.

The consideration for this instrument is less than Ten Dollars (\$10.00).

AGREEMENT

Accordingly, the parties agree as follows:

1. **Grant of Easements.** Owner grants to the Township and its consultants, contractors, engineers, agents and employees perpetual easements over, across and within the Property and the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the PWS system located on the Property and the sanitary sewer mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Property and within the Easement Parcel for purposes of such construction, maintenance, inspection, repair and replacement of such PWS system and sanitary sewer mains and appurtenances subject to and in accordance with the provisions of the O&M And Replacement Reserve Escrow Agreement Maple Ridge Private Community Wastewater System (PWS) (“Easements”). The grant of these Easements does not obligate the Township to undertake any such construction, maintenance, inspection, repair or replacement and it is within the Township’s sole discretion whether to undertake such activities. The Sewer Agency and the Association hereby acknowledge and agree to the Easements contained herein.

2. **Grant of Connection Easements.** Owner grants to the Township and its consultants, contractors, engineers, agents and employees perpetual easements over, across and within those portions of the Property depicted on the sketch and described on the legal description attached as Exhibit C, (“Connection Easement Parcel”) for purposes of constructing, maintaining, inspecting, repairing and replacing those structures and improvements necessary for the connection by the Township Parcel to the PWS (“Connection Improvements”), together with the right of access, ingress and egress over and across the Property and within the Connection Easement Parcel for purposes of such connection, construction, maintenance, inspection, repair and replacement of the Connection Improvements (“Connection Easement”). Owner also grants to the Township and its successors and assigns, a perpetual easement for the use of the PWS for

the purposes of treatment of wastewater originating from the Township's Parcel within the limits of capacity reserved for the Township in the Private Community Wastewater System Development Agreement and Private Community Wastewater System Operation and Maintenance Agreement ("PWS Use Easement"). The Sewer Agency and the Association hereby acknowledge and agree to the Connection Easement and PWS Use Easement contained herein. To the extent provided by law, the Township shall defend, indemnify and hold Owner and Sewer Agency harmless from and against any and all claims, liabilities or damages arising out of or related to the exercise by the Township of its easement rights under the Connection Easement or the PWS Use Easement or its agents, contractors, consultants, engineers and employees.

3. **Maintenance of the Property, Connection Easement, Easement Parcel.** The Township shall have the right, but not the obligation, to mow and otherwise clear and maintain the surface of the Connection Easement Parcel to enable access thereto for purposes of this Agreement. Owner and its respective successors, transferees or assigns shall not construct any landscaping, buildings, structures or improvements nor place any trees on the Easement Parcel or Connection Easement Parcel nor make any change to the grade or surface of the Easement Parcel or Connection Easement Parcel in any manner which would unreasonably impede the Township's use of the Easement Parcel for the purposes contained herein without prior written notice to and approval by the Township.

4. **Further Easements.** Owner shall not grant any further easements within the Easement Parcel or the Connection Easement Parcel, nor alter, repair or modify the sanitary sewer mains or appurtenances within the Easement Parcel or improvements within the Connection Easement Parcel except as provided in the Private Community Wastewater System Development Agreement, Private Community Wastewater System Operation and Maintenance Agreement, and the O&M And Replacement Reserve Escrow Agreement Maple Ridge Private Community Wastewater System (PWS).

5. **Indemnification.** Owner shall defend, indemnify and hold Township harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the PWS or the sanitary sewer mains or appurtenances by Owner or its agents, contractors, consultants, engineers and employees.

6. **Additional Documents.** All parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Agreement.

7. **Binding Effect.** The easements granted pursuant to this Agreement shall run with the land described in Exhibit A, and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

[signatures on following pages]

Dated: _____, 2024

OWNER

Toll Northeast V Corp.

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Toll Northeast V Corp, a Delaware corporation, on behalf of such corporation.

Notary Public
_____ County, Michigan
Acting in _____
My Commission Expires: _____

[additional signatures on the following page]

SEWER AGENCY

Maple Ridge Wastewater Treatment Authority, a Michigan limited liability company

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Maple Ridge Wastewater Treatment Authority, a Michigan limited liability company behalf of such company.

Notary Public
_____ County, Michigan
Acting in _____
My Commission Expires: _____

[additional signatures on the following page]

ASSOCIATION

Maple Ridge 2 Homeowners Association, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Maple Ridge 2 Homeowners Association, a Michigan nonprofit corporation, behalf of such corporation.

Notary Public
_____ County, Michigan
Acting in _____
My Commission Expires: _____

[additional signatures on the following page]

ANN ARBOR CHARTER TOWNSHIP, a
Michigan municipal corporation

By: _____
Diane O'Connell
Its: Supervisor

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

Acknowledged before me on _____, 2024 by Diane O'Connell, the
Supervisor of Ann Arbor Charter Township, a Michigan municipal corporation, on behalf of the
Township.

Notary Public
_____ County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sarah J. Gabis
BODMAN PLC
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104-1339

**EXHIBIT A TO PRIVATE WASTEWATER SYSTEM
SEWER MAIN EASEMENT AGREEMENT
(MAPLE RIDGE ON-SITE)**

Legal description of Property

I -09-08-100-004

OWNER REQUEST AA 8-2A PCL " A " COM AT NE COR SEC 8, TH S 88-40-21 W 341.18 FT, TH S 08-47-10 E 100.82 FT TO A POB, TH S 08-37-38 E 529.02 FT, TH S 89-58-42 W 324.74 FT, TH N 00-01-18 W 208.77 FT, TH N 46-28-30 W 353.61 FT, TH N 01-14-08 W 109.22 FT, TH N 88-40-21 E 119.22 FT, TH S 01-19-39 E 50.00 FT, TH N 88-40-21 E 383.97 FT TO THE POB. PT OF NE 1/4 SEC 8, T2S-R6E. 4.63 AC.
SPLIT ON 10/11/2023 FROM I -09-08-100-001;

together with

I -09-08-400-001

REWRITE PER SURVEY 09/29/23 OWNER REQUEST AA 8-2C PCL " C " COM AT SE COR SEC 8, TH N 01-41-19 W 1048.35 FT TO A POB, TH S 83-57-13 W 1265.63 FT, TH N 07-17-39 W 459.10 FT, TH 621.37 FT ALNG ARC OF CURV-LFT-RAD 3869.70 FT - CH N 11-53-39 W 620.70 FT, TH N 16-29-39 W 683.49 FT, TH N 88-07-30 E 1570.69 FT, TH S 08-37-38 E 173.76 FT, TH S 01-40-48 E 1465.04 FT TO THE POB. PT OF E 1/2 SEC 8, T2S-R6E. 53.93 AC.

**EXHIBIT B TO PRIVATE WASTEWATER SYSTEM
SEWER MAIN EASEMENT AGREEMENT
(MAPLE RIDGE- ON SITE)
(I-09-08-100-001; I-09-08-400-001)**

Sketch and Legal Description of Easement Parcel

(see attached)

**EXHIBIT C TO PRIVATE WASTEWATER SYSTEM
SEWER MAIN EASEMENT AGREEMENT
(MAPLE RIDGE- ON SITE)
(I-09-08-100-001; I-09-08-400-001)**

Sketch and Legal Description of Connection Easement Parcel

(see attached)

**OPERATION AND MAINTENANCE AGREEMENT
(Private Wastewater Treatment System- Maple Ridge)**

THIS OPERATION AND MAINTENANCE AGREEMENT (Wastewater Treatment System) (this “Agreement”) is entered into as of _____ 2024, by and among TOLL NORTHEAST V CORPORATION, a (“Developer”), MAPLE RIDGE WASTEWATER TREATMENT AUTHORITY, a Michigan limited liability company with an address of 26200 Town Center Drive, Suite 200, Novi, MI 48375, (“Sewer Agency”), MAPLE RIDGE 2 HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation, (the “Association”), and INFRASTRUCTURE ALTERNATIVES, INC, a Michigan corporation (“PWS Operator”).

RECITALS:

A. The Association was organized to administer and operate the affairs of that certain condominium located in Ann Arbor Township, Washtenaw County, Michigan, and known as Maple Ridge (the “Condominium”) as described in the Master Deed recorded in Liber ____, Page ____, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No.____, as amended (the “Master Deed”).

B. The Sewer Agency was organized to operate and maintain the private wastewater treatment system (“PWS”) that services the Condominium.

C. Pursuant to the Master Deed, the Developer, the Sewer Agency and the Association is responsible for operating, maintaining and repairing the private wastewater treatment system that services the Condominium (the “PWS”).

D. The Developer, Sewer Agency and the Association desire that a qualified private wastewater treatment system operator as defined in the Ann Arbor Charter Township (“Township”) Private Community Wastewater System Ordinance, as amended (“PWS Ordinance”), operate, inspect, maintain and repair the PWS in accordance with the PWS Ordinance and other applicable laws and ordinances.

E. PWS Operator has substantial experience in operating, maintaining and repairing private wastewater treatment systems.

F. Pursuant to the Master Deed and Bylaws for the Condominium, Developer is the authorized agent for the Condominium Association until such time as designated therein. Developer and Sewer Agency also acknowledge that each is separately obligated under this PWS Operation and Maintenance Agreement, and acknowledges that an amendment to this PWS Operation and Maintenance Agreement is required upon the Developer’s and/or Sewer Agency’s full assignment of its rights and obligations under the Master Deed and Bylaws to the Association.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the parties hereby agree as follows:

1. PWS Operator shall operate, maintain and repair the PWS in accordance with the PWS Ordinance and other applicable laws and ordinances. The PWS shall, for purposes of this Agreement, include the wastewater treatment plant, the plant lift station, the piping between the lift station and the plant, related equipment, wells, force main, collection systems, drainfields and the individual septic tanks, pumps, lines and appurtenances serving the units in the Condominium (but excluding any lines within and exclusively serving a unit), for the purpose of providing uninterrupted wastewater treatment to the owners of residences located

within the Condominium and otherwise in accordance with (a) all permits, licenses and other governmental approvals now or hereafter issued with respect to the PWS, including any discharge permit issued by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) or any successor governmental authority (any such discharge permit is referred to herein as the “Discharge Permit”), (b) all applicable laws, ordinances and the orders of all governmental authorities having jurisdiction over the PWS, including Part 41 of the Michigan Natural Resources and Environmental Protection Act, (c) the PWS Ordinance adopted by the Township, (d) Washtenaw County rules and ordinances, and (e) good engineering practices. Such operation, maintenance and repair shall include, but not be limited to, the following:

- (i) Operation, maintenance, inspection and repair of the PWS, including pumps, controls, blowers, electrical and plumbing;
- (ii) Yearly inspection of each residence in the Condominium with a report provided to the Association and Township. The Association shall be responsible for paying PWS Operator to clean septic tanks serving individual residences, which costs may be assessed by the Association against the responsible Unit Owner;
- (iii) Purchasing all chemicals, parts and supplies necessary to operate the PWS in accordance with this Agreement. The Association shall pay PWS Operator the cost paid by PWS Operator to purchase such chemicals, parts and supplies at a price pursuant to a budget agreed upon by PWS Operator and the Association, together with a handling fee equal to ten percent (10%) of such cost;
- (iv) All monitoring, inspection, sampling and laboratory analyses required to properly maintain in good condition the PWS or required by the PWS Ordinance, the Discharge Permit or any other applicable law or governmental order and any other monitoring, inspection, sampling and/or analysis reasonably necessary to ensure that the PWS and the operation thereof is in compliance with the PWS Ordinance, Discharge Permit and all applicable laws, ordinances and orders;
- (v) The preparation and/or submittal to EGLE, the Township and all other applicable governmental authorities of all reports, data or other information required by the PWS Ordinance, Discharge Permit, applicable laws or ordinances of any such governmental authorities;
- (vi) Maintaining and operating the PWS in accordance with the Summary of Operation and Maintenance Requirements attached hereto as Exhibit A and otherwise keeping the PWS in good condition and repair;
- (vii) Immediately notifying the Association and the Township (1) of the failure of the PWS or the operation thereof to comply with the PWS Ordinance, Discharge Permit or any applicable law, ordinance or governmental order, (2) of any other defect or non-conformance in the PWS or the operation thereof or (3) that any portion of the PWS requires repair or replacement, and as soon as reasonably possible thereafter, submitting to the Association (with a copy to the Township) a written proposal of the action proposed to be taken, and, in the case of a repair or replacement, the cost of same. PWS Operator shall not, except as provided below, make any repair or replacement to any portion of the PWS unless Association has agreed in writing to such repair or replacement, which written agreement must identify the cost payable by the Association for such repair or replacement. Notwithstanding the foregoing, PWS Operator shall make any such repair or replacement without the prior approval of the Association if the failure to immediately make such repair or replacement would likely result in immediate personal injury

or property damage or exacerbate ongoing personal injury or property damage (an “Emergency Repair”), provided that PWS Operator shall immediately notify the Association that it is making such Emergency Repair. Notwithstanding anything in this Agreement to the contrary, the Association shall fail to timely approve any expense that is reasonably required for proper operation, maintenance, repair or replacement of the PWS. Except as provided below, the Association shall pay PWS Operator the agreed upon cost of such repair or replacement or the reasonable cost of making an Emergency Repair as described above; provided, however, that if the necessity for any such repair or replacement arises out of the negligence or willful misconduct of PWS Operator or any of its agents, contractors or employees or PWS Operator’s failure to perform or observe any of its covenants or obligations under this Agreement, the Association shall not be obligated to pay PWS Operator any amount with respect to such repair or replacement and PWS Operator shall bear the entire cost of making any such repair or replacement. PWS Operator shall provide the Township with a report disclosing the repair or replacement needed and the action taken;

- (viii) Making recommendations from time to time not less frequently than annually to the Association regarding capital improvements and replacements to the PWS and reserves for same, operation and maintenance costs and reserves for same, user charges and assessments of Unit owners for costs related to the PWS, which recommendations shall be incorporated in the Association budget and shall also be provided to the Township;
- (ix) Immediately delivering to the Association and the Township a copy of any notice of violation or other communication pertaining to the PWS received by PWS Operator from EGLE, the Township or any other governmental authority having jurisdiction over the PWS;
- (x) Keeping detailed books and records, including invoices, related to the operation, maintenance and repair of the PWS, including but not limited to records regarding employee hours and mileage described in Paragraph 3(b) hereof. Such books and records shall be made available for inspection by the Association and the Township from time to time upon reasonable notice at PWS Operator’s current office located in PWS Operator, Michigan or another location located in southeastern Michigan during regular business hours;
- (xi) Performing all of the obligations of the permittee and PWS Operator under the PWS Ordinance and Discharge Permit and otherwise complying with all of the terms and conditions thereof; and
- (xii) Being available to respond, and responding, immediately to problems pertaining to the PWS twenty-four (24) hours a day, seven (7) days a week. All work performed by PWS Operator pursuant to this Agreement shall be performed in a good and workmanlike manner, free and clear of all liens.

2. The term of this Agreement shall, unless earlier terminated as provided herein, be three (3) years. This Agreement shall not be terminated without Township approval so long as the PWS serves the Condominium. Notwithstanding anything contained herein to the contrary, the Association may terminate this Agreement upon sixty (60) days written notice to PWS Operator, provided that the Township has consented to such termination. This Agreement may be assigned to another PWS Operator in accordance with the PWS Ordinance and other applicable laws and ordinances after prior written approval of the Township and other applicable governmental authorities. Upon the termination or assignment of this Agreement, PWS Operator shall (a) deliver to the Association all books and records maintained by PWS Operator with respect to the PWS, (b) prepare and submit all reports required by this Agreement through the date of termination of this

Agreement, (c) deliver to the Association all chemicals, parts and other materials and supplies purchased or held by PWS Operator with respect to the PWS, (d) take all actions reasonably necessary or reasonably requested by the Association to facilitate the orderly transition of the operation and maintenance of the PWS, and (e) provide a report detailing the transition to the Township.

3. (a) Each month, the Sewer Agency or the Association will, during the term of this Agreement, shall pay to PWS Operator as consideration for the performance of its obligations under this Agreement, the following rates:

[INPUT RATES AND BILLING STRUCTURE]

In the event that the monthly fee changes on a day other than the first day of a month, the fee for such month shall be appropriately prorated. Notwithstanding the foregoing, the applicable monthly fee shall be increased or decreased, as the case may be, on each twelve month anniversary of the commencement of the term of this Agreement by the percentage increase or decrease, as the case may be, in the Revised Consumer Price Index All Urban Consumers (All Items) for Detroit, Michigan of the Bureau of Labor Statistics, U.S. Department of Labor during the immediately preceding twelve month period. The monthly fees above do not include costs required for laboratory analyses to be completed pursuant to this Agreement. The additional costs for laboratory fees are attached hereto as Exhibit C. Additionally, no fees in addition to the monthly fees above shall be required under this Agreement for professional service expenses (e.g., engineering support in order to meet discharge limit requirements). The monthly fees shall be adjusted annually by the Association to ensure proper inspection, operation, maintenance, repair and replacement of the PWS and maintenance of adequate replacement reserves and operation and maintenance reserves in accordance with the PWS Ordinance and the PWS Development Agreement among the Developer, Association and Township.

(b) If an employee of PWS Operator must, on an emergency basis, travel to the PWS to fix or otherwise respond to an operational or other problem with the PWS during the hours of 4:00 p.m. to 7:00 a.m., Monday through Friday, or any time on a Saturday, Sunday or legal holiday (“Emergency Hours”), and such problem does not arise out of the negligence or willful misconduct of PWS Operator or any of its agents, contractors or employees or the failure of PWS Operator to perform or observe any of its covenants or obligations under this Agreement, the Association shall pay to PWS Operator (i) a charge equal to **\$110** multiplied by the total number of Emergency Hours spent by such employee in promptly and properly fixing or responding to such problem.

(c) PWS Operator shall invoice the Association for the monthly fee on or about the first day of each month and the Association shall pay each such invoice within ten (10) days after its receipt thereof. Any additional amounts payable by the Association to PWS Operator pursuant to this Agreement shall be invoiced by PWS Operator to the Association on or about the first day of the month immediately following the month in which PWS Operator incurred the cost in question and the Association shall pay each such invoice within ten (10) days after its receipt thereof.

(d) The Association shall have no obligation to pay or reimburse PWS Operator any amounts in connection with this Agreement except for the monthly fee described above and amounts which this Agreement expressly provides are payable by the Association to PWS Operator, which constitute the sole compensation payable to PWS Operator under this Agreement.

(e) If compliance with any new Discharge Permit or other governmental order issued after the date hereof or any change in any applicable law occurring after the date hereof materially increases or decreases PWS Operator' obligations under this Agreement, the parties shall negotiate in good faith a reasonable increase or decrease, whichever is applicable, in the monthly fee payable to PWS Operator pursuant to subparagraph (a) above to reflect such increase or decrease in PWS Operator' obligations. Any decrease in fees shall be subject to Township review and approval.

4. PWS Operator shall indemnify and hold Developer, the Sewer Agency, the Association and the Township and each of their respective agents, contractors, employees, partners, members, officers and directors and the owners and occupants of residences located within the Property (collectively, the "Indemnitees") harmless from and against any and all liabilities, claims, damages, losses, fines, penalties, costs or expenses, including but not limited to reasonable attorney's fees, incurred by or assessed or asserted against the Indemnitees or any of them that arise out of the negligence or willful misconduct of PWS Operator or any of its agents, contractors or employees or the failure of PWS Operator to perform or observe any of its covenants or obligations under this Agreement. At all times during the term of this Agreement, PWS Operator shall maintain and keep in effect the insurance coverage set forth on the Certificate of Liability Insurance attached hereto as Exhibit B.

5. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(b) No amendment to this Agreement shall be binding unless executed in writing by both parties and approved by the Township so long as it owns any condominium unit within the Condominium.

(c) Any notice, consent, or approval which is required under this Agreement to be in writing shall be given or delivered by personal service, email pdf, facsimile transmission, overnight delivery service or by certified or registered mail, postage prepaid, return receipt requested, and addressed to a party and the Township at the address set forth below. Changes in such address shall be made by notice similarly given.

If to the Developer:

Toll Northeast V Corporation

[insert contact information]

If to the Association: Maple Ridge Condominium Association

[insert contact information]

If to PWS Operator:

[insert contact information]

If to the Township:

Ann Arbor Charter Township
3792 Pontiac Trail
Ann Arbor, Michigan 48108
Attention: Utilities Department
Fax: (734) 663-6678
[Email: rjudkins@aatwp.org](mailto:rjudkins@aatwp.org)

If to Sewer Agency:

[insert contact information]

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) There are no understandings between the parties hereto as to the subject matter of this Agreement other than as set forth herein, and this Agreement represents the entire understanding between the parties in relation to the subject matter hereof. This Agreement supersedes any and all previous agreements, arrangements or discussions between the parties (whether written or oral) in respect to the subject matter hereof, all of which are hereby abrogated and withdrawn.

(f) PWS Operator hereby represents and warrants to the Developer, Sewer Agency and Association that PWS Operator has substantial experience in operating, maintaining and repairing wastewater treatment systems and has been certified at the appropriate level for the PWS by EGLE, as required by Sections 3110 and 4104 of Michigan Act 451, Public Acts of 1994, as amended. PWS Operator represents and warrants that it shall employ or contract with sufficient personnel who have all qualifications or certifications required under the PWS Ordinance and other applicable laws and ordinances to properly operate, maintain and repair the PWS and ensure the availability of regular and emergency service to the PWS.

(g) All claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration will be heard and determined by a panel of three arbitrators in Ann Arbor, Michigan. Each party will have the right to designate one member of the panel. Such members will select a third member of the panel. The party demanding arbitration will communicate its arbitration demand in writing, identifying the nature of the dispute and the name of its arbitrator to the other party. The other party will then be bound to name, in writing, its arbitrator within thirty (30) calendar days after receipt of such demand. Failure or refusal of the other party to name its arbitrator within the thirty (30) calendar day time period will empower the demanding party to name the second arbitrator as well. If the two arbitrators are unable to agree upon an arbitrator within thirty (30) calendar days after the second arbitrator is named, the third arbitrator will be selected by the American Arbitration Association, subject to its rules for bias. This Agreement to arbitrate will be specifically enforceable under the prevailing arbitration law. The demand for arbitration will be made within a reasonable time after the claim, controversy or dispute has arisen. In no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, controversy or dispute would be barred by the applicable statute of limitations.

(h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the parties hereto as fully and completely as if all had signed but one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

MAPLE RIDGE 2 HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

_____, a Michigan corporation

By: _____

Name: _____

Its: _____

TOLL NORTHEAST V CORPORATION, a Delaware corporation,

By: _____

Name: _____

Its: _____

EXHIBIT A

SUMMARY OF OPERATION AND MAINTENANCE REQUIREMENTS

Weekly Duties

- Physically review the operational status of all PWS equipment and control systems.
- Inspect the primary and SBR tanks, final effluent pumps and all system electrical and control panels for normal operation, security and evidence of unauthorized access.
- Check access lids to the primary and SBR tanks, and distribution valves for structural integrity, security and evidence of unauthorized access.
- Inspect all PWS components, tanks and treatment units for system leaks.
- Inspect distribution valve and PWS components for normal operation.
- Read and record/log all meters, timers, gauges, etc. Read and record elapsed time meters, pump event counters and other system operation and performance related data.
- Obtain daily discharge flow data from the main control panel.
- Review the subsurface disposal system for effluent ponding and/or excessive surface water accumulation, invasive vegetation and grass cover health/height.
- Maintain the PWS grounds to include mowing the subsurface disposal system and removing snow from the PWS access drive. Remove all weeds and brush adjacent to and at the base of the PWS process tanks, components and control panels.
- Perform all housekeeping and PWS area cleanup as required to facilitate a safe and efficient operation.
- Inspect main pump station for proper operation, record pump run time information.
- Respond to emergency call outs as received by the PWS and/or the individual home septic tank and effluent pump systems within two hours of alarms.

Monthly Duties

- Perform all Weekly duties as defined above.
- Collect a Raw Influent sample and perform laboratory analysis to monitor the strength of wastewater received at the PWS from the collection system, and send a copy of the reports to the Township.
- Collect a Treated Effluent sample and perform laboratory analysis to monitor the quality of treated wastewater discharge to the subsurface disposal system, and send a copy of the reports to the Township.
- Compile and submit the required Monthly Operations Report (MOR) forms to EGLE as stipulated in the Rule 2216 groundwater discharge permit with a copy of the reports to the Township.
- Check and record voltages and amperages of all PWS pumps.
- Make a visual inspection of the liquid level in the primary and SBR tanks vaults to determine if cleaning is necessary.

- Manually operate a subsurface disposal drain field dosing tank pump through six cycles and ensure that the distribution valve is operating properly by observing that effluent flows from each successive leg of the valve.
- Inspect air-release valves in manholes where present at terminal ends of low-pressure force main branches for normal operation and evidence of unauthorized access.
- Test the recirculation tank and final effluent dose pump control panel audio/visual alarm.
- Follow all monthly/quarterly maintenance requirements outlined in the manufacturer's literature.
- Inspect main pump station for debris and proper operation. Witness generator exercise program and ensure proper operation of ATS.

Bi-Annual Duties

- PWS process performance sampling will include at a minimum Biochemical Oxygen Demand (BOD₅), Total Suspended Solids (TSS), Fats, Oils, and Grease (FOG), Ammonia (NH₃), Nitrate (NO₃) and pH. Notwithstanding the foregoing, the Township may require at any time during the term of this Agreement that such duties be performed more frequently if deemed reasonably necessary by the Township.

Annual Duties

- Perform all Weekly/Monthly duties as defined above.
- Inspect all existing operational individual home septic tank and effluent pumping systems including measuring sludge and scum/grease levels in the septic tank.
- Replace control panel lithium backup battery every two years.
- Compile and submit the required Annual Report of the PWS discharge flow to the Township and EGLE as stipulated in the Rule 2216 groundwater discharge permit.
- Evaluate the depth of accumulated solids in the primary tank and remove if necessary.
- Meet the Township and EGLE at the PWS site for routine facility compliance inspections

EXHIBIT B
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT C
LAB COSTS FEE SCHEDULE

PRIVATE WASTEWATER SYSTEM
FORCE MAIN EASEMENT AGREEMENT

(MAPLE RIDGE)
(I-09-08-100-005)

This Private Wastewater System Force Main Easement Agreement (“Agreement”) is made _____ 2024 by and among Toll Northeast V Corp., a Delaware Corporation, whose address is 26200 Town Center Drive, Suite 200, Novi, Michigan 48375 (“Grantee”), Maple Ridge Wastewater Treatment Authority LLC, a Michigan limited liability company (“Sewer Agency”) whose address is of 26200 Town Center Drive, Suite 200, Novi, MI; Maple Ridge 2 Homeowners Association, a Michigan non-profit corporation (“Association”), whose address is of 26200 Town Center Drive, Suite 200, Novi, MI 48375 and the Charter Township of Ann Arbor, a Michigan municipal corporation whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (“Township”).

RECITALS

A. The Township is the Owner of the real property located in Ann Arbor Charter Township and described on the attached Exhibit A (“Township’s Property”) tax parcel identification number I-09-08-100-005. The Township has the right to grant the easements as set forth in this Agreement.

B. Grantee is the Owner of the real property located in Ann Arbor Charter Township and described on attached Exhibit B (“Grantee’s Property”) tax parcel number I 09-08-100-001 and I 09-08-400-001.

C. Sewer Agency is the entity that is established to operate and maintain the Private Wastewater Treatment System improvements on the Property to serve the residential condominium development known as Maple Ridge (“Maple Ridge”).

D. The Association is the entity established pursuant to the Master Deed to maintain the common elements in Maple Ridge and to operate and maintain the PWS upon assignment of those obligations from Sewer Agency.

E. Grantee has constructed certain improvements, including buildings, mechanical systems, sanitary sewer mains and appurtenances for private wastewater treatment services to be provided by the Sewer Agency to Grantee's Property to serve Maple Ridge in accordance with plans and specifications approved by the Township. The whole of the improvements shall herein be identified as the "PWS".

F. The Township wishes to grant to Grantee easements for the installation, construction, access, inspection, maintenance, repair and replacement of a sanitary sewer force main and appurtenances over, across and within those portions of the Township's Property depicted on the sketch and described on the legal description attached as Exhibit C, ("Easement Parcel").

The consideration for this instrument is less than Ten Dollars (\$10.00).

AGREEMENT

Accordingly, the parties agree as follows:

1. **Grant of Easements.** The Township grants to the Grantee, the Sewer Agency and the Association, and their respective consultants, contractors, engineers, agents and employees non-exclusive easements over, across and within the Easement Parcel and, so much of the area adjacent to the Easement Parcel as is necessary to carry out the purposes of this easement in accordance with sound engineering and construction practices, for purposes of installation, construction, maintenance, inspection, repair and replacement of a sanitary sewer force main and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over and across the Easement Parcel and, so much of the area adjacent to the Easement Parcel as is necessary to carry out the purposes of this easement in accordance with sound engineering and construction practices for purposes of such construction, maintenance, inspection, repair and replacement of sanitary sewer force main and appurtenances ("Easements").

2. **Right of Access by the Township.** The Easements are non-exclusive and notwithstanding the grant of the Easements by the Township, the Township reserves for itself and its consultants, contractors, engineers, agents and employees the perpetual right of access over, across and within the Easement Parcel for any reason not inconsistent with the purposes of Grantee's Easement. Additionally, Grantee grants to the Township the perpetual right to access, inspect, maintain, repair or replace such sanitary sewer force main and appurtenances located within the Easement Parcel, subject to delivery of the Affidavit and opportunity to cure provided in paragraph 4 a. of the O&M and Replacement Reserve Escrow Agreement Maple Ridge Private Community Wastewater system (PWS) ("PWS Escrow") entered into by the Sewer Agency, the Association the Township and Westminster Title Agency, Inc. with respect to the PWS, and such access, inspection, maintenance, repair or replacement shall not be deemed inconsistent with the Easements granted to the Grantee herein. The grant of this access does not obligate the Township to undertake any such inspection, maintenance, repair or replacement and it is within the

Township's sole discretion whether to undertake such activities. The Sewer Agency and the Association hereby acknowledge and agree to the rights granted to the Township herein.

3. **Maintenance of the Easement Parcel.** The Grantee shall have the right, but not the obligation, to mow and otherwise clear and maintain the surface of the Easement Parcel, to enable access thereto for purposes of this Agreement. The Township reserves the right, for itself and its successors and assigns, to construct landscaping, buildings, structures and improvements on the Easement Parcel that do not unreasonably impede the Grantee's use of the Easement Parcel for the purposes contained herein. In the event the Grantee disturbs the ground or landscaping located within the Easement Parcel in connection with the installation, construction, maintenance, inspection, repair or replacement of the sanitary sewer force main and appurtenances located within the Easement Parcel, the Grantee shall repair and replace the Easement Parcel to grade existing prior to the disruption. Grantee shall make every effort to avoid buildings, structures and improvements to accommodate such installation, construction, maintenance, inspection, repair, or replacement. If such disruption is unavoidable, the Grantee shall not engage in such disruption without the consent of the Township or its successors and assigns, which shall not be unreasonably withheld, and without a plan agreed upon between the Parties related to the costs and methods of restoration.

4. **Further Easements.** Township shall not grant any further easements within the Easement Parcel, nor alter, repair or modify the sanitary sewer force mains or appurtenances within the Easement Parcel without, except in the case of an emergency, reasonable notice to the Grantee.

5. **Indemnification.** Grantee shall defend, indemnify and hold Township harmless from and against any and all claims, liabilities or damages arising out of or related to construction, operation, maintenance, repair or replacement of the sanitary sewer force main or appurtenances by Grantee or its agents, contractors, consultants, engineers and employees.

6. **Additional Documents.** All parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Agreement.

7. **Binding Effect.** The easements granted pursuant to this Agreement shall run with the land described in Exhibit A, and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns. Upon assignment of this Agreement in compliance with the PWS Escrow, the Grantee shall be released from any future obligations or liabilities arising under this Agreement subsequent to such assignment.

[signatures on following pages]

Dated: _____, 2024

GRANTEE

Toll Northeast V Corp.

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Toll Northeast V Corp, a Delaware corporation, on behalf of such corporation.

Notary Public
_____ County, Michigan
Acting in _____
My Commission Expires: _____

[additional signatures on the following page]

SEWER AGENCY

Maple Ridge Wastewater Treatment Authority, a Michigan limited liability company

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Maple Ridge Wastewater Treatment Authority, a Michigan limited liability company behalf of such company.

Notary Public
_____ County, Michigan
Acting in _____
My Commission Expires: _____

[additional signatures on the following page]

ASSOCIATION

Maple Ridge 2 Homeowners Association, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of Maple Ridge 2 Homeowners Association, a Michigan nonprofit corporation, behalf of such corporation.

Notary Public
_____ County, Michigan
Acting in _____
My Commission Expires: _____

[additional signatures on the following page]

ANN ARBOR CHARTER TOWNSHIP, a
Michigan municipal corporation

By: _____
Diane O'Connell
Its: Supervisor

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

Acknowledged before me on _____, 2024 by Diane O'Connell, the
Supervisor of Ann Arbor Charter Township, a Michigan municipal corporation, on behalf of the
Township.

Notary Public
_____ County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sarah J. Gabis
BODMAN PLC
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104-1339

**EXHIBIT A TO PRIVATE WASTEWATER SYSTEM
FORCEMAIN EASEMENT AGREEMENT
(MAPLE RIDGE)
(I-09-08-100-005)**

Legal description of Township's Property

I-09-08-100-005

OWNER REQUEST AA 8-2B PCL " B " COM AT NE COR SEC 8, TH S 88-40-21 W 341.18 FT, TH S 08-47-10 E 100.82 FT, TH S 08-37-38 E 529.02 FT TO A POB, TH CONT S 08-37-38 E 1155.19 FT, TH S 81-22-22 W 100.00 FT, TH S 08-37-38 E 600.00 FT, TH N 81-22-22 E 100.00 FT, TH S 08-37-38 E 306.43 FT, TH S 88-07-30 W 1570.69 FT, TH N 16-29-39 W 977.80 FT, TH 847.59 FT ALNG ARC OF CURV-RT-RAD 17138.73 FT - CH N 15-05-39 W 847.50 FT, TH N 13-41-39 W 939.55 FT, TH N 88-40-21 E 1216.21 FT, TH S 01-19-39 E 50.00 FT, TH N 88-40-21 E 180.78 FT, TH S 01-14-08 E 109.22 FT, TH S 46-28-30 E 353.61 FT, TH S 00-01-18 E 208.77 FT, TH N 89-58-42 E 324.74 FT TO THE POB. PT OF NE 1/4 SEC 8, T2S-R6E. 100.17 AC
SPLIT ON 10/11/2023 FROM I-09-08-100-001;

**EXHIBIT B TO PRIVATE WASTEWATER SYSTEM
FORCEMAIN EASEMENT AGREEMENT
(MAPLE RIDGE)
(I-09-08-100-005)**

Legal Description of Grantee's Property

I-09-08-100-004

OWNER REQUEST AA 8-2A PCL " A " COM AT NE COR SEC 8, TH S 88-40-21 W 341.18 FT, TH S 08-47-10 E 100.82 FT TO A POB, TH S 08-37-38 E 529.02 FT, TH S 89-58-42 W 324.74 FT, TH N 00-01-18 W 208.77 FT, TH N 46-28-30 W 353.61 FT, TH N 01-14-08 W 109.22 FT, TH N 88-40-21 E 119.22 FT, TH S 01-19-39 E 50.00 FT, TH N 88-40-21 E 383.97 FT TO THE POB. PT OF NE 1/4 SEC 8, T2S-R6E. 4.63 AC.
SPLIT ON 10/11/2023 FROM I-09-08-100-001;

I-09-08-400-001

REWRITE PER SURVEY 09/29/23 OWNER REQUEST AA 8-2C PCL " C " COM AT SE COR SEC 8, TH N 01-41-19 W 1048.35 FT TO A POB, TH S 83-57-13 W 1265.63 FT, TH N 07-17-39 W 459.10 FT, TH 621.37 FT ALNG ARC OF CURV-LFT-RAD 3869.70 FT - CH N 11-53-39 W 620.70 FT, TH N 16-29-39 W 683.49 FT, TH N 88-07-30 E 1570.69 FT, TH S 08-37-38 E 173.76 FT, TH S 01-40-48 E 1465.04 FT TO THE POB. PT OF E 1/2 SEC 8, T2S-R6E. 53.93 AC.

**EXHIBIT C TO PRIVATE WASTEWATER SYSTEM
FORCE MAIN EASEMENT AGREEMENT
(MAPLE RIDGE)
(I-09-08-100-005)**

Sketch and Legal Description of Easement Parcel

(see attached)

JULY 15, 2024 AS DRAFTED

**BOARD OF TRUSTEES
CHARTER TOWNSHIP OF ANN ARBOR
WASHTENAW COUNTY, MICHIGAN
RESOLUTION ACCEPTING DONATED PARCEL**

JULY 15, 2024

Resolution adopted at a regular meeting of the Board of Trustees of the Charter Township of Ann Arbor (the “Township”), Washtenaw County, Michigan, held at the Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan, on July 15, 2024, which in addition to the in person meeting, was also made open and available to the public via Zoom video conference via a registration link and dial in number located on the website for the Township.

PRESENT:

ABSENT:

Motion by Trustee: ; supported by Trustee:

RECITALS

A. Red, Equities, LLC, (“Owner”) a Michigan limited liability company, applied to develop a residential project (the “Project”) in the Township referred to as “Maple Ridge”, located on the east side of Whitmore Lake Road and south of Warrant Road.

B. The Project is a 57-unit residential cluster development which will be accessed at two locations off Whitmore Lake Road (the “Project”). The Project contains planned open space and will be served by individual wells and a community wastewater treatment plant. The Township and Owner entered into a Planned Unit Development Agreement dated February 25, 2022, and recorded on March 18, 2022 in Liber 5474, Page 217 (the “PUD Agreement”) with respect to the Project. The Planning Commission granted Final Site Plan Approval for the Project on October 2, 2023. Toll Northeast V Corp., is the successor in interest to the Project and Developer of the Project. Owner maintains current ownership of the Donated Parcel (defined below).

C. Consistent with the terms of the PUD Agreement, the Owner and its predecessor in interest, Whitmore Lake Property Investors, LLC offered approximately 98 acres of the northerly parcel of the property on which the Project is planned as a donation to the Township to satisfy the public benefit component of the PUD zoning approval. The property that comprises such donation is legally described on Exhibit A (“Donated Parcel”).

D. Section 14 of the Charter Township Act, MCL 42.14, authorizes a charter township to acquire property to be used for public purposes by purchase, gift, condemnation, lease, construction, or otherwise.

E. The Township finds that it is in the best interests of the health, safety and welfare of the Township and its residents to acquire the Donated Parcel by gift of the Owner to the Township, subject to the terms and conditions of the Donation Agreement attached as Exhibit B, and the lawful execution thereof.

RESOLUTION

NOW, THEREFORE, the Township Board resolves:

1. The foregoing Recitals are hereby incorporated in this Resolution by reference.
2. The Township hereby accepts the Donated Parcel, subject to the terms and conditions of the Donation Agreement.
3. The Supervisor, or in her absence the Clerk, is hereby authorized to execute the Donation Agreement attached as Exhibit B, and coordinate the closing of the transaction.
4. Upon the closing of the transaction and the vesting of title to the Donated Parcel with the Township, the Township may use the Donated Parcel for any lawful public purpose. The Township may sell and convey or lease any portion (or all) of the Donated Parcel which is determined by resolution of the Township Board not to be needed for public purposes.

RESOLUTION DECLARED ADOPTED.

AYES:

NAYES:

ABSTAIN:

Diane O’Connell
Ann Arbor Charter Township Supervisor

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 July 15, 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
DONATED PARCEL LEGAL DESCRIPTION

I-09-08-100-005

OWNER REQUEST AA 8-2B PCL " B " COM AT NE COR SEC 8, TH S 88-40-21 W 341.18 FT, TH S 08-47-10 E 100.82 FT, TH S 08-37-38 E 529.02 FT TO A POB, TH CONT S 08-37-38 E 1155.19 FT, TH S 81-22-22 W 100.00 FT, TH S 08-37-38 E 600.00 FT, TH N 81-22-22 E 100.00 FT, TH S 08-37-38 E 306.43 FT, TH S 88-07-30 W 1570.69 FT, TH N 16-29-39 W 977.80 FT, TH 847.59 FT ALNG ARC OF CURV-RT-RAD 17138.73 FT - CH N 15-05-39 W 847.50 FT, TH N 13-41-39 W 939.55 FT, TH N 88-40-21 E 1216.21 FT, TH S 01-19-39 E 50.00 FT, TH N 88-40-21 E 180.78 FT, TH S 01-14-08 E 109.22 FT, TH S 46-28-30 E 353.61 FT, TH S 00-01-18 E 208.77 FT, TH N 89-58-42 E 324.74 FT TO THE POB. PT OF NE 1/4 SEC 8, T2S-R6E. 100.17 AC
SPLIT ON 10/11/2023 FROM I-09-08-100-001;

EXHIBIT B
DONATION AGREEMENT

Ann Arbor Charter Township

3792 Pontiac Trail
Ann Arbor, MI 48105-9656
734-663-3418 Fax 734-663-6678
www.aatwp.org

Diane O'Connell, Supervisor
Rena Basch, Clerk
Carlene Colvin-Garcia, Treasurer

John Allison, Trustee
Michael Moran, Trustee
Rodney Smith, Trustee
Kristine Olsson, Trustee

MEMORANDUM

TO: Ann Arbor Charter Township Board of Trustees

FROM: Eric Humesky, P.E. *ESH*
Township Engineer

DATE: July 11, 2024

SUBJECT: Maple Ridge
PWS 01-23
Private Wastewater System Review #3

We have reviewed the June 12, 2024, 30-sheet submittal of the above PWS plan and attachments that were received on June 27, 2024, and comment as follows:

1. All technical comments have been addressed aside from details regarding seal-off requirements per Article 501.15 of the NEC. This does not appear to be met.
2. An Ann Arbor Township PWS permit shall be approved by the Board of Trustees. All requirements of Chapter 70, Article III, Division 3, Subdivision II – Wastewater Disposal shall be met, including but not limited to:
 - a. Development Agreement acceptable to the Township executed. This is being coordinated with the Township Attorney.
 - b. PWS Operating Agreement executed. This is being coordinated with the Township Attorney.
 - c. Engineering Certification of the PWS provided. This has been provided.
 - d. Operation, maintenance, and replacement reserves provided.
 - e. Operation and maintenance manual. This has been provided.
 - f. Manufacturer's and contractor's warranties for the PWS which shall be assigned to the PWS Owner, the Association, the residential owners, and the Township.
 - g. Access easements executed. This is being coordinated with the Township Attorney.
 - h. Township Attorney approval of the Master Deed and Bylaws

- i. EGLE Part 41 permit issued
3. No earth change activity may commence until a soil erosion control plan and application have been approved, a permit issued, and the soil erosion control measures inspected and approved. All trees shown on the approved site plan as being saved shall be tagged and have a protective fence placed around them at the outer edge of the drip line.
4. With each re-submittal, the preparer shall provide a written summary of revisions made to the plans.

AS PROPOSED JULY 15, 2024

**TOWNSHIP BOARD OF TRUSTEES
CHARTER TOWNSHIP OF ANN ARBOR
WASHTENAW COUNTY, MICHIGAN
RESOLUTION EXTENDING MORATORIUM
ON MINING APPLICATIONS
DATE: JULY 15, 2024**

Resolution adopted at a regular meeting of the Board of Trustees of the Charter Township of Ann Arbor, Washtenaw County, Michigan, held at the Township Hall, 3792 Pontiac Trail, Ann Arbor, Michigan, on July 15, 2024.

PRESENT:

ABSENT:

Motion by Trustee: Supported by Trustee:

RECITALS

A. Ann Arbor Charter Township (“Township”) has a zoning ordinance enacted in accordance with the Michigan Zoning Enabling Act, MCL 125.3101 (“MZEA”).

B. On March 18, 2024, the Township adopted Resolution No. _____, Resolution Adopting Moratorium on Mining Applications, for the reasons set forth in that Resolution, including that very serious consequences have resulted from mining activity in the Township, including the depletion of underground fresh water resources, based on reliable evidence that demonstrated that numerous residential wells required for potable water had gone dry due to nearby mining activity.

C. The Township has actively and diligently engaged in the study of how its current zoning ordinance related to mining practices may require modification to protect the Township’s natural resources and the hydrogeology impacting the Township’s fresh water resources in accordance with Michigan law.

D. A subcommittee of Township representatives and the Township Attorney, have met weekly, with at times the Township’s planning consultant, the Township’s engineering consultant, and the Township’s hydrogeologist consultant, since March 21, 2024 to study the Township’s mining ordinance provisions and prepare recommendations for necessary modifications to the zoning ordinance for the Planning Commission and Township Board.

E. The subcommittee has reported that it requires additional time to continue its study and prepare its recommendations.

AS ADOPTED 7.15.24

F. Temporary moratoria are an essential tool to ensure successful community planning and development, especially when evidence exists that a particular land use or activity is likely to cause very serious consequences to a valuable and necessary natural resource.

G. Resolution No. _____ authorized a three (3) month extension to the moratorium, by duly authorized resolution of the Township Board.

H. The Township Board finds that it is in the best interests of the health, safety and welfare of the Township to extend the moratorium by three (3) months as authorized in Resolution No. _____.

NOW, THEREFORE, THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF ANN ARBOR HEREBY RESOLVES:

1. The moratorium adopted on March 18, 2024 is hereby extended by three (3) months.
2. The committee described above shall continue to meet at least weekly to continue its study and preparation of its recommendations.
3. During the three (3) month extension, neither the Planning Commission nor the Township Board, nor any administrative official or consultant of the Township, shall process or consider requests seeking approval of gravel mining in the Township; and
4. The administrative remedy described in Resolution No. _____ pertaining to any Aggrieved Party as defined therein remains in effect and is not altered by this Resolution.

Motion by Trustee _____, supported by Trustee _____ to adopt the foregoing resolution as presented.

Ayes:

Nays:

Absent and Excused:

RESOLUTION DECLARED ADOPTED THIS 15th DAY OF JULY, 2024.

Diane O'Connell,
Township Supervisor

AS ADOPTED 7.15.24

CERTIFICATE

I, certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Ann Arbor Charter Township, County of Washtenaw, State of Michigan at a regular meeting held on July 15, 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

Dated: July 15, 2024

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

ANN ARBOR CHARTER TOWNSHIP,
a Michigan municipal corporation,

Case No. 23-001234-CE
Hon. Timothy P. Connors

Plaintiff,

v.

WSG PROPERTIES, LLC, a Michigan
limited liability company, AMC-WSG, LLC,
a Michigan limited liability company, AMC-
MID MICHIGAN MATERIALS LLC, a
Michigan limited liability company,

Defendants.

BODMAN PLC

By: Nathan D. Dupes (P75454)
Sarah J. Gabis (P67722)
Sinéad G. Redmond (P85718)

6th Floor at Ford Field
1901 St. Antoine St.
Detroit, Michigan 48226
(313) 259-7777
ndupes@bodmanlaw.com
sgabis@bodmanlaw.com
sredmond@bodmanlaw.com
Attorneys for Plaintiff

HONIGMAN LLP

By: Michael P. Hindelang (P62900)
Andrew W. Clark (P79165)
Jalen R. Farmer (P86859)

2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506
(313) 465-7282
mhindelang@honigman.com
aclark@honigman.com
jfarmer@honigman.com
Attorneys for Defendants

STIPULATED ORDER REGARDING TEMPORARY DREDGING OPERATIONS

At a session of said Court, held in the
City of Ann Arbor, County of Washtenaw, State of Michigan
On 7/3/24

PRESENT: Hon. Timothy P. Connors

This matter comes before the Court upon the stipulation of the parties to (1) implement a trial period during which Defendants may engage in dredging operations as specifically described below (the “Dredging Trial Period”), (2) partially reimburse Plaintiff for attorney fees, and (3)

extend the administrative stay so the parties may continue settlement discussions. Per the stipulation of the parties:

IT IS ORDERED that, for settlement purposes only, Defendants may conduct on a temporary basis a dragline dredging operation in Pond 1, as defined in the Court's October 20, 2023 Stipulated Clarification to Order Granting Preliminary Injunction ("Preliminary Injunction"), using a Skagit 747 dredge. The Dredging Trial Period will begin on or about August 1, 2024 and conclude on or about September 14, 2024, at which point Defendants shall remove the dredging equipment from their property. The parties recognize and agree that the exact start date for commencement of dragline dredging is subject to weather and equipment availability, and could be up to fifteen (15) days earlier or later than the August 1, 2024 start date specified in this Order. If Defendants request to modify the start date by up to fifteen days before or after August 1, 2024, the parties agree to submit an amended order confirming such modified start date and corresponding end date, 45 days after the modified start date. The parties further agree that neither this Order nor the Dredging Trial Period creates any right for Defendants to continue dredging after expiration of the Dredging Trial Period. The parties further agree that this Order is without prejudice to: (i) Plaintiff's rights and authority to review and approve or deny a more permanent change in site operations and to review and approve or deny any future applications for a renewed or new conditional use permit under Plaintiff's ordinances; or (ii) Defendants' rights, if any, to make modifications to site operations as allowed by the current CUP.

IT IS FURTHER ORDERED that Defendants shall install two sound meters on their property prior to start of the Dredging Trial Period. One meter shall be installed near the southern boundary of Defendants' property in the vicinity of the neighboring single family home, and the other near the northern boundary, adjacent to Joy Road. Defendants shall use the meters to

continuously measure the decibel levels from their operations during all hours of operation for 7 days prior to and for the full duration of the Dredging Trial Period. Defendants shall provide Plaintiff with decibel level measurements from both sound meters on a daily basis.

IT IS FURTHER ORDERED that Defendants shall pay Plaintiff the amount of \$25,000.00 as a partial reimbursement of attorney fees. Said payment shall not operate as a release or satisfaction of any of Plaintiff's claims, except as to the specific amount paid.

IT IS FURTHER ORDERED that the current administrative stay is extended until October 31, 2024. If any party wishes to end the stay prior to its expiration, it may do so by providing 3 days' written notice to the other parties, after which the party wishing to end the stay may submit an order to the Court lifting the stay. Defendants shall answer or otherwise respond to the Complaint within 7 days after the end of the stay.

IT IS FURTHER ORDERED that, except as expressly modified by this Order, the Preliminary Injunction remains binding and enforceable and Defendants shall continue to comply with the terms and conditions of the CUP, Development Agreement (both as defined in the Preliminary Injunction), and Plaintiff's Zoning Ordinances.

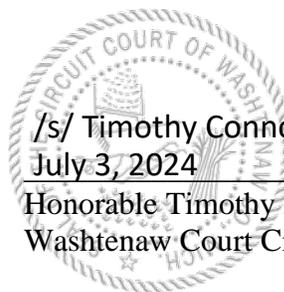
This is not a final order and does not resolve the last pending claim or otherwise close the case.

IT IS SO ORDERED.

Dated: _____

Approved as to Form and Content:

/s/ Nathan D. Dupes
Nathan D. Dupes (P75454)
Attorney for Plaintiff
ndupes@bodmanlaw.com



/s/ Timothy Connors
July 3, 2024

Honorable Timothy P. Connors
Washtenaw Court Circuit Court Judge

/s/ Andrew W. Clark with consent
Andrew W. Clark (P79165)
Attorney for Defendants
aclark@honigman.com



TOYOTA MOTOR
NORTH AMERICA

Research &
Development

TMNA R&D Welcomes Ann Arbor Township

THURSDAY, JUNE 27, 2024



Agenda

- **Introductions**

- **R&D Overview**

Adam Karibian

- **Power Outages, Substation, Green Energy**

Mike Carroll

- **Environmental Strategy**

Rosario Halberstadt

Toyota Research & Development

Key Contacts



Adam Karibian
Technical Strategy &
Planning Office
Vice President
adam.karibian@toyota.com
734-604-5229



Lynne Davis
Technical Strategy &
Planning Office
Senior Manager
lynne.v.davis@toyota.com
859-835-1136



Erika Lockery
Technical Strategy &
Planning Office
Consultant
erika.lockery@toyota.com
(734) 546-8813



Adam Karibian

Vice President

Technical Planning &
Digital Solutions

Personal Safety Commitment

“I’m possible to create a work environment where all accidents and injuries are prevented.”

Personal Quality Commitment

“I will always strive to put the customer first.”

Personal Leadership Commitment

“I will strive to lead with a positive mindset & continuously challenge the status quo.”

Personal Diversity Commitment

“I will respect all people and will do my best to listen & learn from all Toyota family members.”

TOYOTA MOTOR
NORTH AMERICA

**Research &
Development**



BS, Aerospace Engineering



MBA, Corporate Strategy



TOYOTA

First Job – Masco Tech
Joined Toyota in 1993

Worked in Body Design for 23 Years

- Exterior
- Lighting
- Kino
- Interior Trim
- Body Shell



2016 – VP Innovation & Monozukuri Solutions
2021 – VP Technical Strategy & Planning Office



TOYOTA

Enjoy being outdoors, mountain biking, ice hockey & spending time with friends & family



Married, 2 kids (22yrs & 21yrs) & 2 dogs



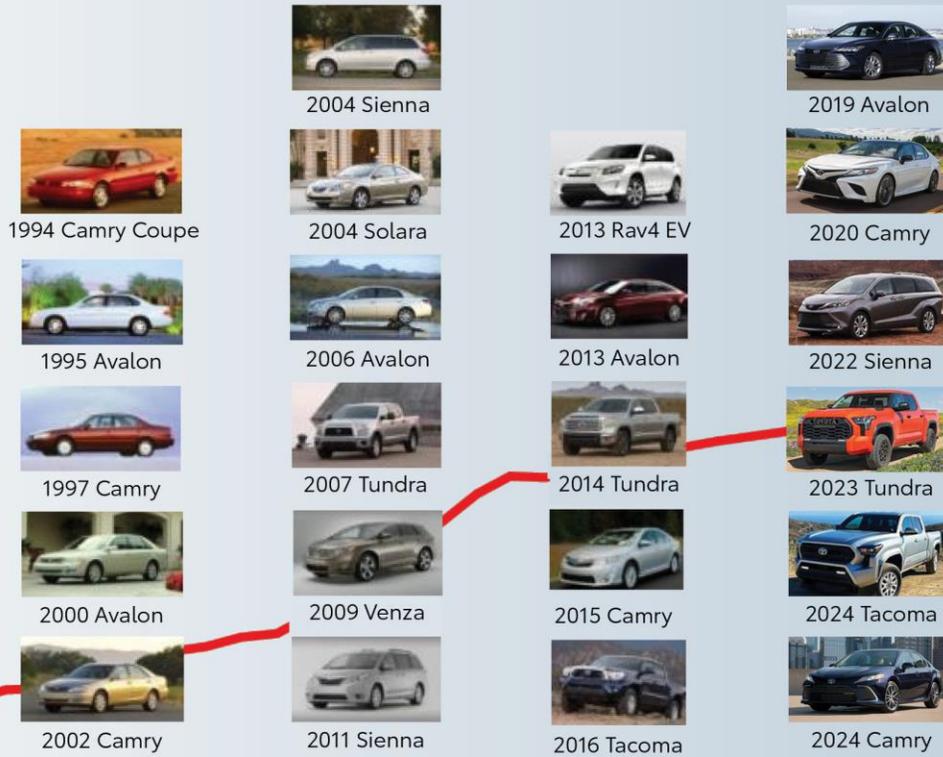
History in North America | Major Vehicle Projects

Over a half-century of North American customer first Research and Development. Incorporated in 1977.



31
Employees
in 1977

2000
Employees
in 2024



Operations and Key Capabilities in North America

Fowlerville Proving Ground
Fowlerville, MI

- Dynamic Evaluation



R&D InfoTech Labs
Mountain View, CA

- Future Technology Research



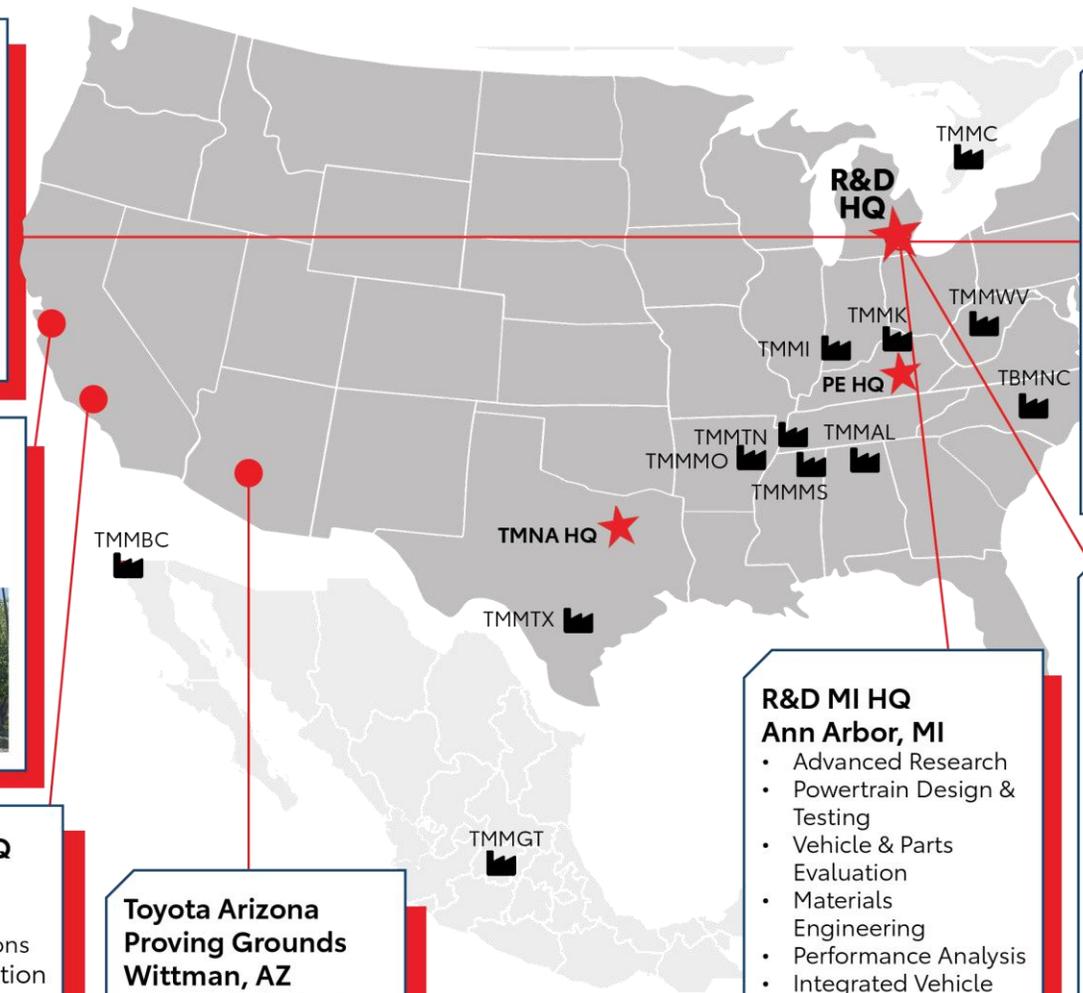
NA Hydrogen HQ (H2HQ)
Gardena, CA

- Hydrogen Solutions
- Emission Regulation



Toyota Arizona Proving Grounds
Wittman, AZ

- Dynamic Evaluation

American Center for Mobility
Ypsilanti, MI

- Autonomous and ADAS Development, Testing & Evaluation



R&D MI HQ
Ann Arbor, MI

- Advanced Research
- Powertrain Design & Testing
- Vehicle & Parts Evaluation
- Materials Engineering
- Performance Analysis
- Integrated Vehicle Systems



R&D MI HQ
York Twp., MI

- Product Dev. Office
- Advanced Mobility
- Crash Safety
- Electronics Testing
- Engineering Design (body, chassis, electrical)
- Prototype
- Cost Planning
- Quality Promotion
- Business Planning
- Battery Lab (2025)

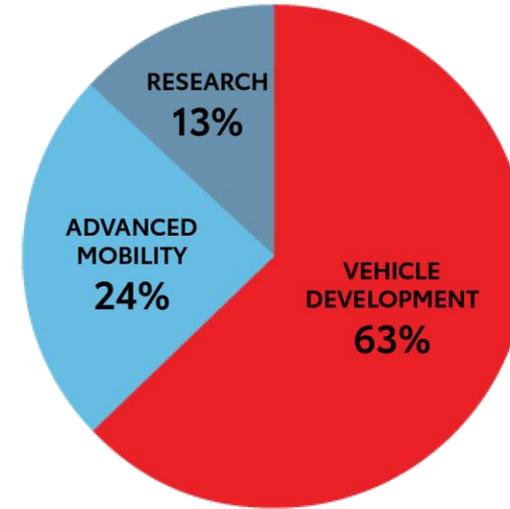


Metrics

396 Patents in 2023

15% of GLOBAL PATENTS

Toyota leads automotive industry for 10th consecutive year



CUMULATIVE INVESTMENT

\$8 Billion

EMPLOYEES in May 2024

2000

RESEARCH, DESIGN, DEVELOP, PROCURE, BUILD & TEST
next generation Toyota vehicles and technology

Lead Design & Development Responsibility in North America



Camry



Sienna



Sequoia



Tundra



Tacoma

Initial Design in Japan / Localization in North America



Corolla



Corolla Cross



Rav 4



Highlander



Grand
Highlander



Lexus ES



Lexus NX



Lexus RX

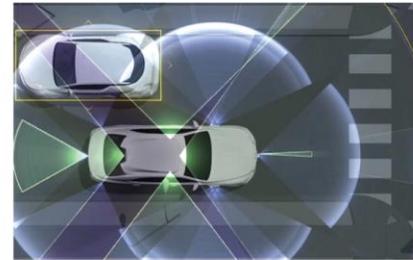
Transitioning to Future Mobility

Become the **Shining Star (Kagayaku Hoshi)** of Toyota Global R&D by having a **strong foundation**, promoting **innovative transformation**, and evolving **mobility for all**.

Mobility Products & Services



Advanced Mobility Concepts



Toyota Safety Sense



Streaming on MotorTrend TV, Discovery Go and Discovery+



Collaborative Safety Research Center: Human Centric, Safety Assurance and Assessment Research Projects



Toyota Risk-ATTEND Program

Hydrogen Infrastructure (H2HQ)



Tri-gen Station
Project Portal
Hydrogen Fuel Cell
Electric Vehicle FCVE

Autono-MAAS



MAY Mobility



Mike Carroll

Senior Engineering Manager

Technical Strategy – Facility Planning
& Operations

Personal Safety Commitment

“I will wear my PPE at home as well as at work.”

Personal Quality Commitment

“I will work to promote Kaizen in and outside of my department.”

Personal Diversity Commitment

“Lead by my faith, I will commit to promoting unity and understanding among diverse groups.”

TOYOTA MOTOR
NORTH AMERICA

**Research &
Development**

Ann Arbor – Power Outages

- Our Ann Arbor Campus has experienced multiple power outages
- Have contacted UofM as Tech Park landlord for assistance
- Latest power outage was Saturday 6/15/24

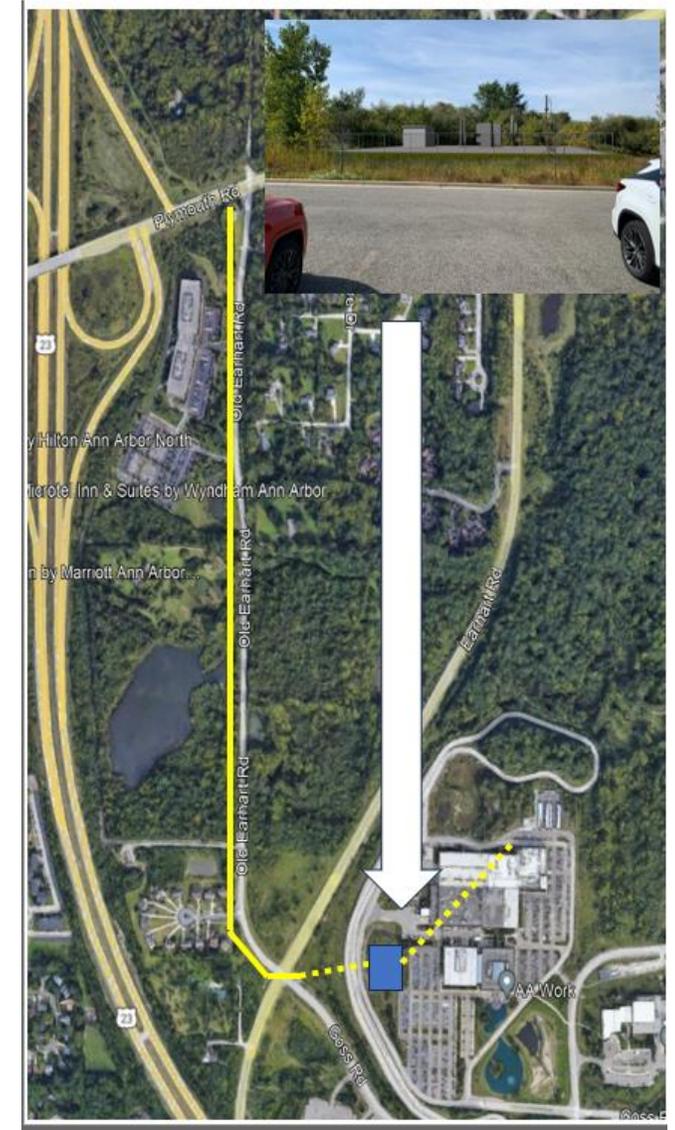


Summary			
Year	2022	2023	2024
# of outages	6	8	2
Total time out	30hrs -34mins	33hrs - 35mins	14hrs-20mins

*Data as of 5/15/24

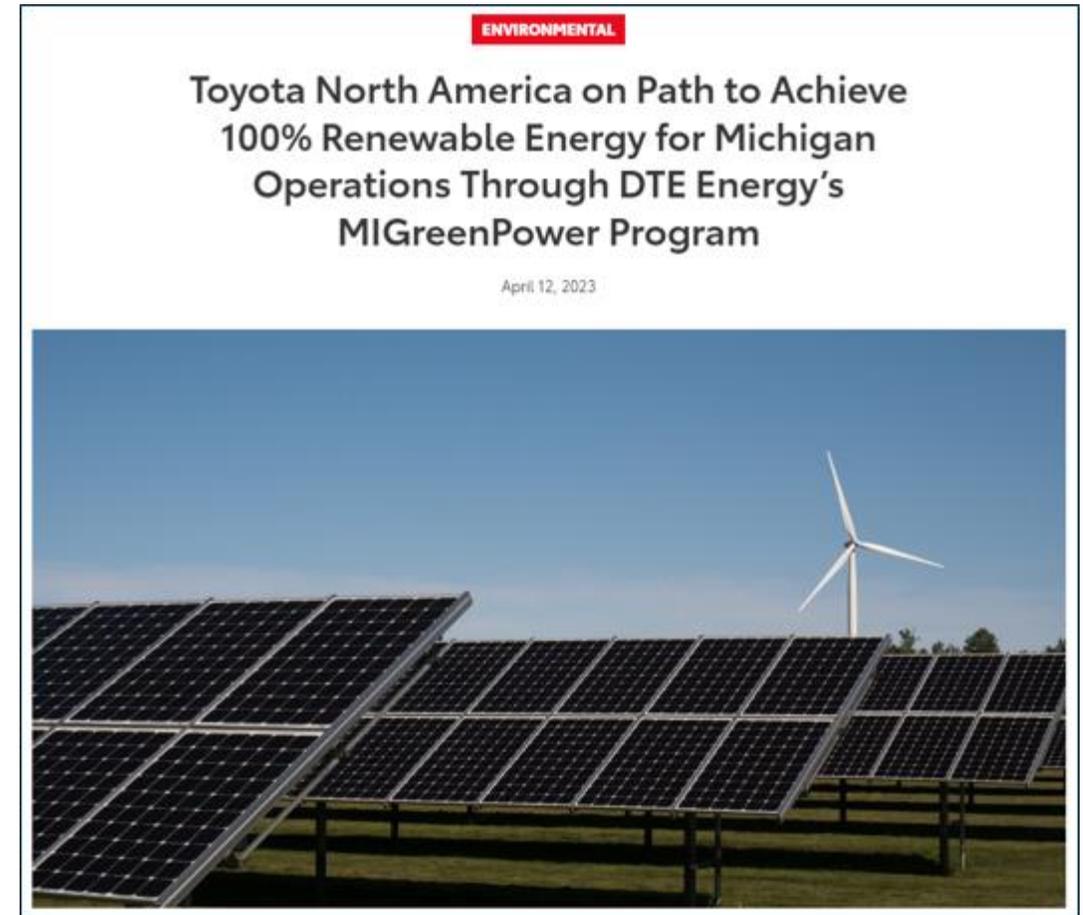
Ann Arbor Substation

- Construction start Summer 2024 with target completion Spring of 2026 (If approved)
- Tie in at substation at Plymouth & Old Earhart. New overhead line by DTE down Old Earhart to Toyota site.
- Targeting August for Township site plan approval (Major/Minor?)



Toyota Green Energy

- Joined DTE's MIGreenPower April 2023
- 2026 York and Ann Arbor Campuses will obtain electricity from 100% renewable resources





Rosario Halberstadt

Project Manager

PE Environmental & Facilities

Personal Safety Commitment

"Safety comes First in all my activities, at work and at home"

Personal Quality Commitment

"I will continuously improve our Environmental Processes to enhance Customer Satisfaction"

Personal Diversity Commitment

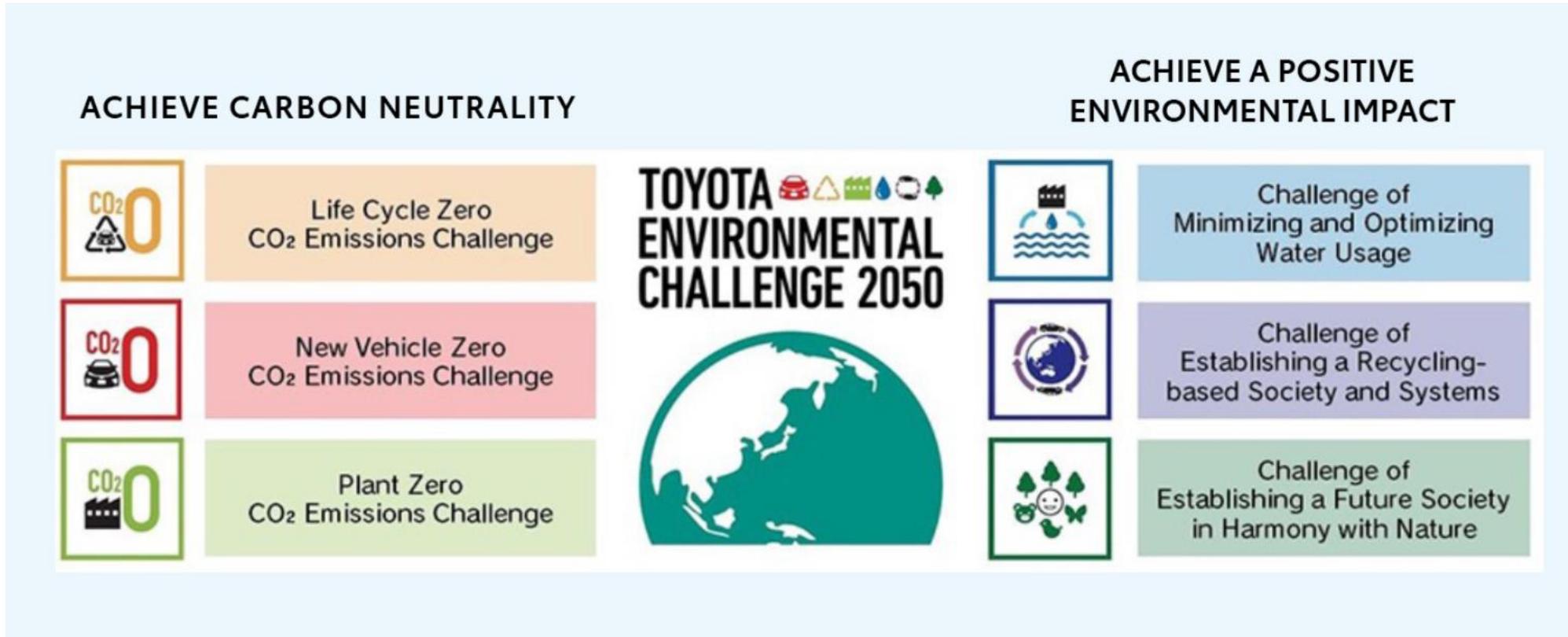
"I will listen everyone to understand and accept our differences for a better outcome"

TOYOTA MOTOR
NORTH AMERICA

**Research &
Development**

TOYOTA ENVIRONMENTAL CHALLENGE 2050

- Six Environmental Global Challenges



TOYOTA ENVIRONMENTAL CHALLENGE 2050

MID-TERM MILESTONES (2030)

Toyota Environmental Challenge 2050	Global Milestone	Toyota North America Contributions and Milestones
	Reduce global average GHG emissions from new vehicles by 33.3% by 2030 and by more than 50% by 2035, compared to 2019 levels. ^[2]	<p>GHG emissions per mile from TMNA's new vehicles have decreased 2.4% since 2019. GHG emissions per mile from TCI's new cars have decreased 10.4% since 2019.</p> <p>Toyota North America Milestones: In the U.S., Toyota has targeted 70% electrified new vehicle sales (excluding performance vehicles) by 2030.</p>
	<p>Achieve carbon neutrality for CO2 emissions at global manufacturing plants by 2035.</p> <p>Reduce absolute Scope 1 and Scope 2 GHG emissions by 68% by 2035, compared to 2019 levels.^[3]</p>	<p>Toyota North America defines carbon neutrality to apply to all of our facilities, not just manufacturing plants. Total Scope 1 and 2 CO2 emissions are 11.9% lower at the end of FY2023 than they were in FY2019. We continue to invest in renewable energy for our operations and are on track to becoming carbon neutral at our facilities by 2035.</p> <p>Toyota North America Milestone: In North America, Toyota has targeted 45% or more of total electricity purchases to come from renewable sources by FY2026.</p>
	Reduce GHG emissions throughout the vehicle life cycle by 30% by 2030, compared to 2019 levels. ^[4]	<p>The vehicle life cycle includes Scopes 1, 2 and 3 emissions. See the two rows above for contributions and milestones related to Scopes 1 and 2 plus Scope 3 emissions from driving Toyota and Lexus vehicles.</p> <p>The remainder of Scope 3 emissions relate to suppliers, logistics and dealerships.</p> <ul style="list-style-type: none"> • We are driving our suppliers to reduce absolute CO2 emissions by 14% by FY2026, from FY2018 levels, through our Green Supplier Requirements. • We are making progress with converting our shunt trucks from diesel to EV at manufacturing plants, parts centers and cross docks. • As of the end of FY2023, 50 dealerships are participating in our Dealership Environmental Excellence Program (DEEP) and have reduced their use of electricity generated from non-renewable sources by 16%.

Toyota Environmental Challenge 2050	Global Milestone	Toyota North America Contributions and Milestones
	Complete water quality impact assessments by 2030 at each of the 22 plants in North America, Asia and Europe where water is discharged directly into a river.	We are currently piloting our water stewardship approach at one of our two assembly plants covered by the global milestone – in Baja California, Mexico – and plan to roll out this approach to additional sites in the future. Our water stewardship approach follows the principles set forth by the Alliance for Water Stewardship (AWS) International Water Stewardship Standard and addresses both water quality and water quantity.
	Complete the establishment of battery collection and recycling systems globally by 2030.	We are working with partners to create a sustainable, closed-loop battery ecosystem. Our current battery recycling program in the U.S. has collected and recycled or remanufactured over 186,000 hybrid vehicle batteries since 2010.
	Contribute to biodiversity conservation activities in collaboration with NGOs and other partners.	We are supporting the development of at least 26,000 acres of pollinator habitat in North America by FY2026. As of the end of FY2023, through collaboration with two NGO partners, 10,337.9 acres of pollinator habitat have been enhanced.

TOYOTA ENVIRONMENTAL CHALLENGE 2050

ENVIRONMENTAL ACTION PLAN (EAP) TARGETS

Focus Area	7th EAP Targets
 <p>CARBON</p>	Offer electrification across the Toyota and Lexus line-ups by around 2025
	Achieve 40% electrified new Toyota vehicle sales in the U.S. (by unit) by 2025 (excluding performance vehicles)
	Increase purchased renewable electricity to 45% or more of total electricity purchased by FY2026 ★
	Reduce absolute GHG emissions from logistics by 15% from FY2018 levels, by FY2026
	Reduce absolute CO2 emissions from suppliers by 14% from FY2018 levels, by FY2026
	Expand participation in the Dealer Environmental Excellence Program to 100 dealerships by FY2026

Focus Area	7th EAP Targets
 <p>WATER</p>	Reduce water use per unit of vehicle production by 11% by FY2026, from FY2021 levels
 <p>MATERIALS</p>	Reduce single-use plastics at all on-site food services by FY2026 by 75% ★
	Reduce procurement of packaging materials by 25% by FY2026, from FY2018 levels
	Implement a closed-loop battery recycling program by FY2026 to support our new battery manufacturing plant in North Carolina
 <p>BIODIVERSITY</p>	Support the development of at least 26,000 acres of pollinator habitat in North America by FY2026 ★

★ Applicable to R&D

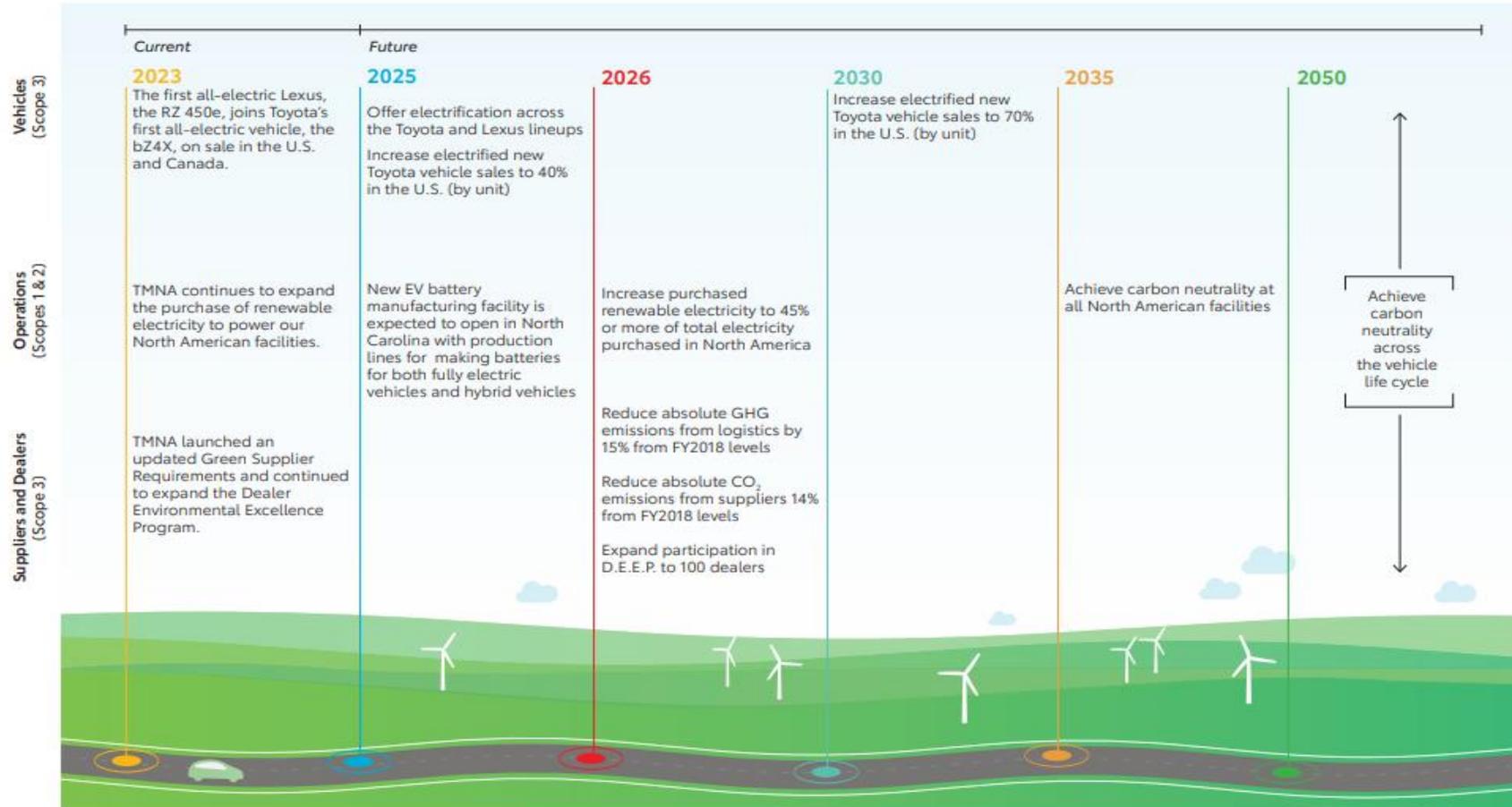
TOYOTA ENVIRONMENTAL CHALLENGE 2050 ENVIRONMENTAL ACTION PLAN (EAP) TARGETS

- FY2023 Highlights



OUR PATH TO CARBON NEUTRALITY

Toyota as a company aims to achieve carbon neutrality globally by 2050. In North America, we strive to meet a number of milestones to put us on the right path.⁸ See our story, [Our Path to Carbon Neutrality](#), for more information.



HARMONY WITH NATURE

CHALLENGE 6

Ensure all Toyota facilities and processes operate in harmony with nature



Challenge 6 of the Toyota 2050 Challenge: **Establishing a future society in Harmony with nature.**



WHC Renewal Applications submitted for TMNA R&D York and Ann Arbor (1555) Sites on 10/31/2023.

York Projects:

- Pond Habitats
- Green Landscaping Habitat
- Grasslands Habitat
- TERRA Beehives Education & Outreach
- Painted Turtles – Indicator Species

Ann Arbor Projects

- Pond Habitats
- Pollinator Gardens Habitat
- Green Infrastructure



TOUR OVERVIEW

- Renovated High-bay for Parts Evaluation
- Powertrain 2
- Observation Pad
- New EV Chargers

TOYOTA MOTOR
NORTH AMERICA

**Research &
Development**



Thank you!

TOYOTA MOTOR
NORTH AMERICA

**Research &
Development**

Clerk's Report – July 15, 2024

I. Election/Voter Registration Administration

- a. Election Commission meeting just prior to this Board meeting, fulfilling statutory deadlines for election inspector appointments and etc.
- b. Lined up election workers for AVCB and the polls.
- c. Ran preliminary accuracy tests on tabulators on June 20.
- d. Met federal deadline to issue overseas and military absentee ballots; did required checking on Saturday June 22.
- e. New QVF software module enabled much more efficient process for issuing AV ballots!! Entire AV ballot list issued, stuffed and mailed in 1.5 days with 3 of us working; work previously took approximately 5 days if not more.
- f. Performed voter assistance terminal (VAT) testing on July 4.
- g. Conducted Public Accuracy Test on July 9; a lot of League of Women Voters representatives attended, as well as a member of the County Board of Canvassers. Largest attendance we've ever had at a PAT! Also did first time demonstration of test deck generated from the VAT testing.
- h. As of Friday 7/12, 1365 absentee ballots have been mailed out, and 251 have been returned already.
- i. As of Friday 7/12, 1293 Twp voters have joined the Permanent Absent Voter Ballot list. (768 Twp voters are still on the Permanent Absent Voter Application List, which we believe the State will phase out next year.)
- j. Barton Hills Village candidates for Trustee have begun filing their petitions to appear on the November 5 ballot.

II. Records management/Open meetings

- a. Records, posting and publishing:
 - i. Open meeting minutes drafts converted to approved docs, posted and filed for Board, ZBA and PC to Minutes Archive, township website and Laserfiche. Closed meeting minutes updated and secured.
 - ii. Posted Board of Trustees Special Meeting for June 26. Drafted Special Meeting minutes for Open and Closed Sessions.
 - iii. Published, posted and did district mailing for Blueberry Lane SAD public hearing.
 - iv. Resolutions from June Board meeting completed and filed.
 - v. Assisted with repeat mailing and reposting for rescheduled PC public hearing on rezoning application. A lot of "re" in that sentence.
 - vi. Postings for regularly scheduled meetings completed.
- b. Prepared and posted digital packets for PC and Board.

- c. Ordinances: Newspaper publication and public posting completed for Ordinance 6-2024. Will be included in Supplement 6 that comes out next month. Any additional ordinances amendments for this year will be in the February 2025 supplement.
- d. Website updates
 - i. Updated Building, fee schedules, Trustees pages, contact pages, removed fax # from everywhere, updated summer taxes due date.
 - ii. Iomar coordinated with website IT company to get new urls to direct to our new (soft launch) of online payments. I'm in the process of correctly linking the new urls.
- e. FOIA
 - i. Coordinating cost estimate for large FOIA from Varnum, LLP regarding Slow Farm and Kim Bayer. Deposit has not been paid yet, so all work that had begun has been halted.

III. **Zoning Board of Appeals – met June 18**

- a. First time meeting since December 2022.
- b. Approved WCC Student Center sign variance.

IV. **Other Projects/Responsibilities/Stuff**

- a. Got hired as the (interim) Washtenaw County Elections Director. Started in this role on July 1. [MLive article](#) mistakenly assumed that I was resigning as Township Clerk; author did not bother to call or email me first. Still working on organizing a regular schedule such as Tuesdays & Friday at the Township Office.
- b. Wrote and sent July Public Notices e-newsletter.
- c. Attended Personnel Committee meetings, FF Union contract negotiation meetings, met with representative from Senator Gary Peters office, visited Toyota.
- d. Created new union contract impact analysis spreadsheet.

**ANN ARBOR CHARTER TOWNSHIP
PLANNING COMMISSION MEETING MINUTES
Township Hall – 3792 Pontiac Trail
July 1, 2024 7:30 P.M.**

I. ROLL CALL, ESTABLISH QUORUM

Chair Kotila called the meeting to order at 7:30pm.

Present: John Allison
 Richard Bunch
 Lee Gorman
 Peter Kotila
 Karen Mendelson

Absent: Jill Sweetman Lada
 Randolph Perry

Also Present: Township Attorney Gabis (Bodman PLC); Township Planner Elmiger (Carlisle Wortman); Planning Assistant Jennifer Morris, Utilities Director Judkins, Township Supervisor O’Connell

Chair Kotila explained that the public hearing under Agenda Item V.A. rezoning request ZC-02-24, Petitioner David R. Glass, will not be held, because the noticing sign required by state law had not been posted on the property.

Anyone who had come to the meeting to make comment regarding this item could offer their comment during citizen participation at the beginning or during public comment at the end of the meeting.

II. CITIZEN PARTICIPATION

Rich Coleman, Chair of the Ann Arbor Parkview Homeowners Association, made 3 points on behalf of the Association:

1. Should the rezoning request ZC-02-24 be approved, the Parkview HOA requests that the property lines of any resulting lot split be consistent with the property lines of the six homes that are on the south side of the subdivision.
2. If the subject property being considered under ZC-02-24 is developed with more homes, a berm or landscape separation (trees) should be required between the new properties and the properties to the south.
3. The HOA is inquiring as to the impact of the new MDOT transition, as now planned on northbound US 23. The HOA was concerned about noise mitigation when the prior plans were being discussed, and they are still concerned about noise, and suggested a sound wall or some other mitigation for the people who live close.

Utilities Director Judkins said he had been in contact with contractors who are looking at putting water sewer to the single family house on the Glass property (ZC-02-24). The plan being brought forward will likely eliminate the ability to get utilities in the future to the other two parcels that will result. Should a plan come forward, the Planning Commission should look at the big picture

and require easements so the Township can service all the parcels with water and sewer.

III. APPROVAL OF MINUTES

- June 3, 2024, Draft AACT PC Meeting Minutes

MOTION by Allison, support by Gorman, to amend and approve the June 3, 2024 regular meeting minutes as follows:

- p. 3, under Applicant Presentation, 1st par., 2nd line, change to read: "The proposed 40k power . . ."
- p. 6, 1st paragraph, change to read: "Commissioner Allison believed the ordinance ~~delegated~~ required review of all tree removal permits ~~to~~ by the Planning Commission."

Motion passed unanimously by voice vote.

- June 26, 2024, Draft AACT PC Workshop Minutes

MOTION by Kotila, support by Mendelson, to amend and approve the June 26, 2024 workshop meeting minutes as follows:

- Delete B.5.

Motion passed unanimously by voice vote.

IV. COMMUNICATIONS

June 17, 2024, DRAFT Board of Trustees Meeting Minutes

Commissioner Allison reviewed the June 17, 2024 Board of Trustee meeting

June 18, 2024, AACT DRAFT ZBA Minutes

Commissioner Gorman reviewed the June 18, 2024 Zoning Board of Appeals meeting.

V. PUBLIC HEARINGS

- A. ZC-02-24 Petitioner David R. Glass, Jr., (Midwestern Consulting) is requesting rezoning of parcel I-09-23-180-005, 4.60 acres including a single-family residence at 1575 Earhart Road from A-1 to R-3.

Chair Kotila explained that a public hearing regarding a rezoning has to be noticed in 3 ways: 1) newspaper posting, 2) notice send to certain neighbors via USPS mail, and 3) a sign needs to be posted on the property proposed to be rezoned. In the case of tonight's petition, the sign was never posted and the public hearing could not be held.

After noting that postponing this item to a date certain in order to give the applicant time to post a sign 21 days before the hearing did not require that the other two noticing requirements be repeated, and acknowledging the cost of putting another notice in the newspaper but also desiring to notify the public of the change in date, the following motion was offered:

MOTION by Allison, support by Gorman, to postpone rezoning request ZC-02-24, Petitioner David R. Glass, Jr., parcel I-09-23-180-005, to the August 8 2024 Planning Commission meeting, in order to give the applicant time to post the required sign on the property, and further that the Planning Commission requests that the Clerk re-notice the residences in the 300' radius as required by state law for the original notice, but due to cost not re-publish the notice in the newspaper (if possible).

Motion passed unanimously by voice vote.

VI. NEW BUSINESS
None

VII. OLD BUSINESS

A. Review Revision(s) to Tree and Woodland Preservation Ordinance draft amendments.

Referencing her June 26, 2024 memorandum, Planning Consultant Elmiger led a discussion of draft revisions to the Tree and Woodland Resource Preservation Ordinance.

Draft ordinance language was considered at the June 3, 2024 Planning Commission meeting, and the Commission had requested that discussion comments from that meeting be incorporated in the draft, specifically regarding

1. Tree Survey Age
2. Re-Application Required for Expired Permit
3. Major/Minor Determination
4. Major Change Criterion

After focusing their discussion on wordsmithing the draft language, Commissioners directed the Planning Consultant and Township Attorney to make suggested changes and bring the draft back to the Commission for another review.

VIII. ITEMS FOR DISCUSSION

Commissioner Allison noted that the Mineral Mining Ordinance Subcommittee of the Board of Trustees is working diligently to get draft ordinance language to the Planning Commission for its August meeting.

Supervisor O'Connell said she will follow up regarding the questions asked during public comment relative to the revised MDOT plan for US 23.

IX. INFORMATIONAL ITEMS
None

X. PUBLIC COMMENT
None

XI. ADJOURNMENT

MOTION by Mendelson, support by Gorman, to adjourn the meeting.
Motion passed unanimously by voice vote.

The meeting was adjourned at 8:20pm.

ANN ARBOR CHARTER TOWNSHIP
Planning Commission Workshop Meeting Minutes
Wednesday, June 26, 2024, 7:00pm

I. ROLL CALL

Present: John Allison, Rick Bunch, Lee Gorman, Peter Kotila, Karen Mendelson

Also Present: Sally Elmiger, Jennifer Morris, Diane O'Connell

Absent: Jill Lada, Randy Perry

II. OLD BUSINESS

- A. Master Plan Discussion – Sally had sent out the maps, which we discussed briefly.
 - 1. Maps 5-7 were done in 2010, but are still somewhat relevant.
 - 2. Sally said that she had reviewed Protected Lands (Map 4) with Barry Lonik and he gave minor comments.
- B. Hogback Road Special Study – Sally passed out a memo summarizing the results. Once the final special study (Light Industrial) is done we will discuss the overall results.

III. NEW BUSINESS

- A. Draft Master Plan Map Updates
- B. Special Study Property Exercise: Industrial site on Pontiac Trail
 - 1. This property is zoned and master planned for light industrial and is surrounded by an agricultural production area, near planned residential. Industrial use therefore seems inappropriate.
 - 2. The question is whether to change the intended future use to something other than industrial, and if so, what.
 - 3. There are six parcels (totaling 22.28 acres), two of which are landlocked; this (as well as the fact that the individual parcels are so small) means uses are extremely limited.
 - 4. Development has been very difficult for the old Cornwell Pools site due to these limitations; cleanup work is being done there, though not by the owner.
 - 5. There is still a going concern (George Meyer) on one of the lots.
 - 6. Changing the planned future use doesn't change the zoning; the owner(s) would have to request a zoning change.
 - 7. Discussion focused on changing the planned use to Single Family Rural Residential. We should contact the property owners and ask them to come to the public hearing for the Master Plan.
- C. Next Steps: Policy Discussion, where we can incorporate the comments we received from the Public.

IV. PUBLIC COMMENT

- A. There were no public comments.

V. ADJOURNMENT

Meeting adjourned at 8:09pm.

Ann Arbor Township Climate Resilience Committee
Strategic Plan Meeting Summary
June 12, 2024

Background

The Climate Resilience Committee was formed by resolution of the Board of Trustees (BOT) at its August 2020 meeting. Since that time, the Committee has been engaged in a variety of activities, including community education in newsletters, advising the BOT on energy use in the purchase of Township motor vehicles, seeking grant funding, and informal communications with local and regional governments and private organizations dealing with climate.

In 2021, the Committee put out an RFP for consultant services to help in the development of a Climate Action Plan (CAP) that would develop specific actions the Board of Trustees could take to address climate change in the community. In April 2022 the Board of Trustees approved the engagement of Resource Recycling Solutions (RRS) to develop the CAP, based, in large part, on the fact that RRS was also developing the Washtenaw County Action Plan. A draft plan was presented to the board in 2023 and the committee worked with RRS over several months to refine the plan.

At this point, the committee felt that it would be important to evaluate the best way to implement the actions recommended in the CAP. Specifically, the committee wished to evaluate the role of the committee and its relationship to the BOT and Township staff in implementation of the recommended climate actions. At its June 2024 meeting the committee members participated in a strategic planning session, and addressed the mission of the committee, the strengths and weaknesses of the committee structure in support of the climate actions and defining specific responsibilities of the committee and Township staff. The following is a summary of the discussions and decisions made at the meeting.

Climate Committee Mission

The mission of the committee is derived from two resolutions of the BOT. At the August 2020 the Township Supervisor proposed the establishment of an advisory committee that “would address the impact of climate change on the local environment, and also address policy initiatives and data that could be developed locally to address local impacts.” The committee helped to draft a resolution declaring the Township policy to mitigate climate change. That policy included the following elements:

- The Township acknowledges the impacts of climate change
- The Township Commits to an urgent effort to end township-wide and municipal greenhouse gas emissions
- The Township will develop strategies to adapt to climate impacts and improve resilience
- Education of Township residents about the need for taking action to protect our residents and natural environment
- Charging the Climate Resilience Committee to develop plans and priorities and making recommendations to the BOT

Climate Committee Strengths and Weaknesses

Before attempting to lay out the role and responsibilities of the committee going forward, the members developed a list of strengths and weaknesses of the current committee structure and activities.

Strengths

- Expertise. Current committee members have knowledge and skills that are a valuable asset. These include an expert in greenhouse gas emissions, an ecologist/environmentalist, experts in hydrogeology and geography, an executive management professional, a builder specializing in energy efficiency, and an engineer.
- Consultant input to develop climate actions
- Tech Park interest in climate activities, especially related to the electrical grid and energy efficiency
- Support of the BOT
- Successful actions to date, including grant writing for Township building transition toward carbon neutrality, consultation with Fire Department on motor vehicle purchases, tree giveaway programs
- Willing partners

Weaknesses

- Results of Consultant work on CAP not at expected level
- Lack of clarity around what the committee does, what staff does
- Limited committee member engagement (frequent absences)
- No infrastructure for communication with residents
- No dedicated staff support; committee meets monthly with little activity between meetings and members have time commitments with career responsibilities outside of the committee
- No funding
- No formal partnerships with community organizations
- Lack of visibility in the Township/community

Climate Action Priorities, Roles and Responsibilities

Committee members next discussed and commended organizational structure with assigned roles and responsibilities in order to complete the high priority climate actions developed in the CAP. To facilitate this, the committee specifically considered roles and responsibilities of the committee and the Township staff. The purpose of this exercise was to assure that the committee has the right skillset in its members, and to delineate the capabilities needed at the staff level in the Township to assure action toward meeting Township climate goals.

Staff/Township operations roles/responsibilities/capabilities

- Communications infrastructure. The township needs a communication infrastructure for engaging township residents using a variety of modalities: email, mail, website content, surveys, social media. Building this infrastructure will benefit a variety of Township functions beyond climate activities. [The Planning Commission recently spoke to the BOT about this need as well.]

- Communications content development. It would be beneficial to delineate specific staff for generation and posting of content, maintaining mailing lists, and coordinating activities with various departments, committees, commissions, and officers
- The township office should have a staff person designated with responsibility for climate actions. Tasks will include:
 - participate in partnerships with other local units of government and other entities to coordinate activities. Examples include group buy programs for home electrification, home energy audits, contractor lists, and so on.
 - Staff person will meet with Climate Committee at their monthly meetings to report on actions, get feedback on policy options, assist the committee with development of proposals for BOT actions, periodically evaluate township climate action priorities and progress toward climate goals.
 - Staff person will work with Supervisor to develop linkages to the business and agriculture communities in the Township
 - Staff person will identify possible funding sources in support of Township climate actions and will work with the Climate Committee in writing grant applications

Commented [K01]: This seems like a lot to ask of Township staff and I'm wondering if we can reword.

Committee roles/responsibilities/capabilities

- The Climate Resilience Committee has an advisory role in assisting the BOT in meeting its climate response goals. Activities include:
 - Recommendations on budgets and assuring funds are available for climate actions and staff personnel
 - Recommendations on adopting formal partnerships with local/regional government and non-government organizations (for example A2Zero, Resilient Washtenaw when it is operational)
 - Advising BOT, Township officers, and Township Commissions on decisions related to climate issues as they arise. Examples might include
 - § Reginal transit planning
 - § Master Plan
 - § Zoning ordinance
 - § Township operations' transition to carbon neutrality
 - Develop support for hiring consultants as required for township climate programs if necessary
- Climate Committee has an advisory role in assisting climate staff person in completing climate actions
 - Working with staff person on priorities; communications with residents, commercial and agriculture communities; grants
 - Providing content and setting priorities for communications activities
 - Assist with development of RFPs and selecting consultants, if necessary, in order to get required expertise for township programs

**ANN ARBOR CHARTER TOWNSHIP
ZONING BOARD OF APPEALS
MEETING MINUTES TUESDAY, December 20, 2022 - 4:00 PM**

I. ROLL CALL

Chair Gorman called the meeting to order at 4:04 pm.

Present: Chair Gorman, Members Collins and Souza, and Clerk Basch
Absent: Member Burlingame
Also present: Township Planner Elmiger, Carlisle/Wortman Associates
Planning Assistant Morris

II. APPROVAL OF MINUTES - Approval of Zoning Board of Appeals minutes of December 20, 2022.

MOTION by Collins, support by Souza, to approve the minutes of the Zoning Board of Appeals meeting on December 20, 2022, as submitted. Motion carried by voice vote.

III. OLD BUSINESS - None

IV. NEW BUSINESS

A. ZBA-1-2024: Washtenaw Community College, 4800 E. Huron River Dr., Ann Arbor, MI 48105, parcel number I -09-36-400-004, zoned P-L (Public Land). Applicant is seeking variance from the sign requirements in Sec. 74-541, Public Lands district of the Zoning Ordinance in order to erect an identification wall sign on the Student Center building that is 248 sq. ft. Ordinance Sec. 74-541 allows for up to 36 sq. ft for an identification sign.

1. Petitioner presentation

James Becsey, Vice President of Facilities, Washtenaw Community College, provided the following information:

- Washtenaw Community College is zoned PL Public Lands. Section 74-541 *Public lands district (PL)* allows one identification wall sign, not more than 36sf in area, for each building in this district.
- WCC was seeking a variance for the Student Center building, which is 700' from Huron River Drive.
- The Student Center is the hub and public face of Washtenaw Community College, being the location of student services, enrollment, counseling, financial aid, etc. The Student Center is the place where all students, parents, and visitors have to go.
- The reason for tonight's request is for WCC to put an identification sign on the face of the building that says *Washtenaw Community College*. The sign will distinguish the building after students and visitors have entered the campus. The sign will not impact the neighbors or the public in any way, as no one will see the sign until they have entered the campus.
- Section 74-541 permits a 36sf sign, which would barely be visible. The proposed sign as shown is 248sf. The Student Center façade is 240' wide and 55' tall. The proposed sign represents less than 2% of the face of the building.

- No other buildings have signs that say “Washtenaw Community College.” The buildings are identified by purpose only.
- The goal of WCC is to eliminate barriers and make it easy for students and family members to easily locate the building that houses registration, financial aid, etc.
- The proposed design is appropriately scaled to the building.

2. Consultant reports

Referencing her May 17, 2024 Variance Analysis, Township Planner Elmiger said that the Analysis concluded that the proposal meets the criteria for the requested sign area variance, and she recommended granting the variance from Section 74-541 to allow the proposed sign area for the Washtenaw Community College identification sign.

Chair Gorman acknowledged an March 28, 2024 email from Building Official & Zoning Administrator Pace explaining why a permit could not be granted for the proposed sign prior to the applicant receiving a variance.

3. Public Hearing

At 4:12pm Chair Gorman opened the public hearing. As no public indicated they wished to speak on this matter Chair Gorman closed the public hearing at 4:12pm.

4. Board questions/comments

Member Collins said he was familiar with the WCC Campus, and the applicant was correct in that the proposed sign would not be visible from Huron River Drive. He felt the request was appropriate.

Member Souza thought this request provided a good example of why there is a variance process. This request represented a special case, was appropriate, and he supported it.

Clerk Basch said she lives close by and is frequently on Huron River Drive. The front of the Student Center building is not visible from Huron River Drive. There are special conditions and circumstances peculiar to this situation. This property is the largest public land zoning in the Township. Granting this variance would not deprive others of their rights, and will not be a detriment to any neighboring properties. She was in favor of granting the variance.

Chair Gorman agreed with the comments made, and also noted that the larger sign will be more aesthetically pleasing than a sign that would follow the strict letter of the ordinance.

Motion by Collins, support by Souza, that given the requirements and standards for determination in Section 74-266(d)(1) have been met for granting a variance, the Board recommends approving the proposed variance to section 74–541, Public Land District (PL). This will allow an identification sign, labeled “Washtenaw, Community College”, of 248 square feet to be installed on the building façade of the Welcome Center as submitted. The ordinance only allows 36 square feet.

Motion carried unanimously by voice vote.

V. PUBLIC COMMENT

None.

VI. NON-AGENDA OR INFORMATION ITEMS

None.

VII. ADJOURNMENT

MOTION by Souza, support by Collins, to adjourn the meeting at 4:19pm.

Motion carried by voice vote.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

July 11, 2024

To: Diane O'Connell, Ann Arbor Township Supervisor
From: John Cratsenburg, Lieutenant
Through: Keith Flores, Police Services Commander
Re: June 2024 Police Services Monthly Report

Monthly Numbers:

Calls for Service:
Traffic Stops:
Traffic Crashes:
Animal Complaints:
Citations:

Significant Incident:

24-41305 4701 E Huron River Dr Death Investigation
Elderly subject with stage 4 cancer who passed away at the nursing home. No signs of foul play or anything suspicious.

24-47346 Huron River Dr/Foster Fatal Traffic Crash
Single vehicle crash where the driver for found deceased by someone passing through the area. This is still an active investigation.

No other major incidents of note.

In/Out of Area Time:

Into Area Time:
Out of Ann Arbor Township – Collab:



ANN ARBOR TOWNSHIP MONTHLY POLICE SERVICES DATA June 2024

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2024	Month 2023	% Change	YTD 2024	YTD 2023	% Change
Traffic Stops	53	75	-29%	251	392	-36%
Citations	5	9	-44%	32	62	-48%
Drunk Driving (OWI)	0	1	-	0	1	-
Drugged Driving (OUID)	1	0	+	1	0	+
Calls for Service Total	329	347	-5%	1969	1976	0%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	243	249	-2%	1442	1393	4%
Robberies	1	0	+	1	0	+
Assaultive Crimes	0	1	-	1	6	-83%
Home Invasions	1	0	+	4	0	+
Breaking and Entering's	0	0	-	1	0	+
Larcenies	3	0	+	13	9	44%
Vehicle Thefts	0	0	-	1	2	-50%
Traffic Crashes	53	10	430%	132	62	113%
Medical Assists	2	5	-60%	32	13	146%
Animal Complaints <i>(ACO Response)</i>	4	0	+	33	6	450%
In/Out of Area Time	Month <i>(minutes)</i>	YTD <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time	95	616				
Out of Area - Collab	718	7611				
Investigative Ops (DB)	0	960				
Secondary Road Patrol	1440	5190				
County Wide	0	75				
Banked Hours	Hours Accum.	Previous Balance	Hours Used	Balance		
June- Collab						



Out of Area Time

For: 06/01/2024 thru 06/30/2024



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	WDLOWHORNB	US12/DORSET AVE	DISPATCHED CALLS	240041680	ASSIST YPT DEPS WITH FATAL CAR/BICYCLE, SGT HOUK	17:40:00	85	6/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCIA	US12/DORSET AVE	BACKUP DISPATCHED CALLS	240041680	BU CALL ASSIST YPT WITH TRAFFIC ON FATAL CRASH APPROVED BY SGT HOUK	17:40:00	100	6/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCLARKA	E MICHIGAN AVE	BACKUP DISPATCHED CALLS	240041774	bu Possible shooting suspects with a gun Sgl. Williams Approval	22:40:00	35	6/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCOUCKED	E MICHIGAN AVE	BACKUP DISPATCHED CALLS	240041774	PER SGT WILLIAMS, POSSIBLE SHOOTING WITH SUSPECT STILL ON SCENE	22:40:00	40	6/3/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNU	HUNTER AVE/PAGEANT AVE	BACK-UP TRAFFIC STOP	240042692	BACKUP 714 ON TRAFFIC STOP / 3 VEHICLE OCCUPANTS / APPROVED BY SGT. PENNINGTON	01:20:00	25	6/7/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLYONSW	ALLEN AVE	DISPATCHED CALLS	240043186	ASSIST YPT AREA SEARCH FOR FLEEING RA SUSPECTS, APPROVED BY SGT HOUK	15:20:00	40	6/8/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDBLANDC	S FORD BLVD/PARKWOOD AVE	BACK-UP TRAFFIC STOP	240043828	Ypsi Twp units in foot pursuit with armed subject / assisted w/ scene security / Sgt. Erbes approval.	23:45:00	17	6/10/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	ECORSE RD	BACKUP DISPATCHED CALLS	240043829	Assist YPT units with BOL for Armed robbery suspect - approv sgl Erbes	00:10:00	40	6/11/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	ANN ARBOR CITY	WDHILLJ	WB 194/ANN ARBOR SALINE RD	BACKUP DISPATCHED CALLS	240045398	ASSIST AAPD UNITS ON FELONY STOP OF POSSIBLE SUSPECT VEHICLE FROM YPT SHOOTING REF 240045396 - APPROV SGT ERBES	06:10:00	35	6/16/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	HOLMES RD	BACKUP DISPATCHED CALLS	240045566	BACK UP YPT UNITS BOL FOR OUTSTANDING SUSPECTS - APPROV SGT ERBES	21:40:00	10	6/16/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLYONSW	E CROSS ST	BACKUP DISPATCHED CALLS	240045751	ASSIST YPSI TWP WITH WELFARE CHECK, LACK OF BU UNITS, APPROVED BY SGT HOUK	15:55:00	20	6/17/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	E CROSS ST	BACKUP DISPATCHED CALLS	240045751	BU YPT UNITS ON DV, SGT HOUK APPV	16:00:00	10	6/17/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	JUNE ST/E MICHIGAN AVE	BACKUP DISPATCHED CALLS	240046799	SUBJECT ON FOOT ON THE RAILROAD TRACKS, SUBJECT FIGHTING WITH Y TOWN DEPUTIES, SGT ERBES APPROVED	21:20:00	20	6/20/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	240046816	ACTIVE FIGHT AND MENTION OF KNIFES BEING INVOLVED, APPROVAL TO ASSIST PER SGT. ERBES,	22:23:00	17	6/20/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLYONSW	HOLMES RD	DISPATCHED CALLS	240046919	ASSIST YPT W/ DV S1 1010 & R/O APPROVED BY SGT HOUK	11:50:00	50	6/21/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	HOLMES RD	BACKUP DISPATCHED CALLS	240046919	YPSI TWP WITH DV SUSPECT FLED ON FOOT AND HAD MULTIPLE 10-10 WARRANTS, APPROVAL TO ASSIST PER SGT. ARTS	12:01:00	29	6/21/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	BEDFORD DR	BACKUP DISPATCHED CALLS	240047384	ASSIST YPT UNIT WITH SUBJ WITH POSS GUN, BYNUM ON DUTY	22:50:00	15	6/22/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	ESSEX DR	BACKUP DISPATCHED CALLS	240047958	ASSIST YPT UNITS WITH DV WITH POSSIBLE ARMED SUBJECT - APPROV SGT PENNINGTON	02:00:00	60	6/25/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCLARKA	GOLFSIDE RD/WASHTENAW AVE	TRAFFIC STOP	240048025	RFS: BACK ENROUTE TO TOWNSHIP, FAILURE TO YIELD CUT OFF TRAFFIC/ VV G/EN.	11:30:00	10	6/25/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	SALEM TOWNSHIP	WDLOWHORNB	SLEEPY HOLLOW	BACKUP DISPATCHED CALLS	240048171	ALARM, OK TO BACK UP SOLO S/LT PER ERBES	19:40:00	20	6/25/2024
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPPB	E FOREST AVE/TWIN TOWERS ST	BACK-UP TRAFFIC STOP	240049722	CLOSEST UNIT TO ASSIST TROOPERS ON A STOP AFTER REQUESTING FOR ADDITIONAL UNIT; PER SGT ERBES	03:20:00	40	7/1/2024
							Sum:	718	



Into Area Time Ann Arbor TWP

For: 06/01/2024 thru 06/30/2024



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI TWP	ANN ARBOR TWP	WDPHILLIPSA	N DIXBORO RD/VILLAGE GREEN BLVD	DISPATCHED CALLS	240041549	SUP/ ANT UNITS TIED UP ON FATAL ACCIDENT. CLEARED WITH SGT. HOUK,	09:20:00	40	6/3/2024
YPSILANTI TWP	ANN ARBOR TWP	WDVANCAMPT	SHETLAND DR	DISPATCHED CALLS	240041547	ADD/PER 627 (SGT HOUK) TAKE SUPERIOR CALLS WHILE SUPERIOR DEPUTIES ON FATAL CRASH	09:30:00	30	6/3/2024
YPSILANTI TWP	ANN ARBOR TWP	WDHANNAHK	N DIXBORO RD	DISPATCHED CALLS	240044776	ALARM INTRUSION. UNLOCKED/AJAR FRONT DOOR, APPROVED BY SGT. KRINGS	09:55:00	15	6/14/2024
YPSILANTI TWP	ANN ARBOR TWP	WDCUSOJ	HOGBACK RD/E HURON RIVER DR	BACKUP DISPATCHED CALLS	240047880	BACKED UP SINGLE SUT/ ANT UNIT WITH A POSSIBLY AGGRESSIVE EDP SUBJECT AT STATION 1. OK PER SGT. PENNINGTON	20:15:00	10	6/24/2024
							Sum:	95	

ANN ARBOR CHARTER TOWNSHIP
FIRE DEPARTMENT
JUNE 2024 - TOWNSHIP BOARD REPORT





Fire Department Activity Report for June 2024

INCIDENTS:

Smoke Scare	1
Fire Alarm	4
Haz-Mat/Gas Leak/CO	1
Hazardous Conditions	2
EMS	32
MVC w/injuries	16
PDC	19
Extrication/Tech Rescue	2
Canceled before Arriving	12
Good Intent	13

The department responded to a total of 102 incidents during the period.

During the month of June, the Ann Arbor Township Fire Department provided mutual aid twenty-one (21) times, and received mutual aid assistance eight (8) times.

PAID-ON-CALL (POC) STAFF ACTIVITY:

The department responded to 102 incidents during the month of June, and of those 102 incidents, paid-on-call staff responded to 79 incidents. This represents one or more paid-on-call firefighters responding to 77% of our dispatched incidents.

RECRUITMENT / RETENTION:

The department currently has seven applicants for paid-on-call firefighter positions. These applicants are in various stages of the hiring process.

TRAINING / EVENTS:

On June 1, 3, 6, 8, 10, 13, 15, 17, 20, 22, 24, 27, and 29, fire department trainees attended the Ann Arbor Township Fire Department Fire Academy. The following topics were presented:

- ❖ Fire Suppression Techniques and Operations
- ❖ Advanced Fire Suppression Techniques and Operations
- ❖ Fire Fighting Foam Operations
- ❖ Salvage Operations
- ❖ Overhaul Operations
- ❖ Establishing and Transferring Command
- ❖ Live Fire Training
- ❖ Fire Fighter Rehabilitation

- ❖ Wildland and Ground Cover Fires
- ❖ Assisting Special Operations Teams
- ❖ Fire Detection, Suppression, and Smoke Control Systems
- ❖ Fire Cause and Origin.

On June 2, 8, 9, 15 and 16, five Ann Arbor Twp. Fire Department members attended a Michigan Fire Fighter Training Council – Fire Instructor I program. This 40-hour training program prepared attendees to become fire service instructors. All of the department's attendees successfully completed the course and the required testing. They are now beginning to complete the required student teaching hours.



On June 2, probationary firefighters attend training. Training was conducted on forcible entry skills. Skills involved conventional forcible entry skills, as well as less destructive through-the-lock methods.

On June 4, Chief Nicholai attended the Washtenaw Area Mutual Aid Association – Fire Chiefs Meeting.

On June 5, all of the fire department command staff, and other members, began taking the online portion of a newly adopted countywide incident command training and certification initiative. The program requires the participants to complete an approximately 35 hour long online training component, followed up by a three-day incident command simulation lab to become certified.

On June 11, fire department command officers attended a Command Staff Meeting.

On June 12, firefighters attended a active shooter drill along with various mutual aid departments at Trinity Health (Saint Joseph Mercy Hospital). Firefighters trained in EMS Rescue Task Force operations, provided simulated emergency medical care and victim removal during the simulation.

On June 15, fire personnel and fire academy cadets attended a live fire training program at Oakland Community College. This program enabled members to experience actual fire conditions. Various skills were practiced including hose line advancement, and search and rescue.





On June 15, fire department personnel who had not yet completed their fire apparatus driver / operator training program attended training. This lecture-based presentation is the required first step to becoming a certified driver / operator of any department fire apparatus.

On June 19, probationary firefighters attended training. This training focused on area familiarity. Members were taken to various facilities, and toured Ann Arbor Township in order to be more familiar with the area, its various occupancies, and roadway system.

On June 19, and 20, fire department members attended a Washtenaw Area Mutual Aid Association's – Advanced Water Supply Operations training program. Firefighters were trained on how to maximize water flows from fire hydrants.

On June 24, firefighters assisted with our annual hose testing program. All of the department's fire hose were pressure tested. There were no hose failures.



On June 29, fire personnel and fire academy cadets attended a live fire training program in South Lyon. This program enabled members to experience actual fire conditions. Various skills were practiced including hose line advancement, and search and rescue.



Respectfully Submitted,

Mark A. Nicholai

Fire Chief

BUILDING REPORT

June 2024

Permit Record Type Totals	Records	Revenue	Records	Revenue
Building	15	10,639	95	42,853
Electrical	17	3,636	100	20,680
Mechanical	18	3,391	91	16,228
Plumbing	3	415	27	5,232
ZONING-LAND USE	1	75	3	150
Fence Permit	2	120	8	420
Sign Permit	-	-	1	160
Special Event	2	200	6	400
Total	58	18,476	331	86,122

Building				
Ann Arbor Township	15	10,639	86	36,076
Barton Hills	-	-	9	6,777

Electrical				
Ann Arbor Township	16	3,636	90	18,534
Barton Hills	1	-	10	2,146

Mechanical				
Ann Arbor Township	14	2,806	79	14,353
Barton Hills	4	585	12	1,875

Plumbing				
Ann Arbor Township	3	415	25	4,772
Barton Hills	-	-	2	460

Fence Permit				
Ann Arbor Township	1	60	7	360
Barton Hills	1	60	1	60

Sign Permit				
Ann Arbor Township	-	-	1	160
Barton Hills	-	-	-	-

Special Event				
Ann Arbor Township	2	200	6	400
Barton Hills	-	-	-	-
ZONING-LAND USE				
Ann Arbor Township	1	75	3	150
Barton Hills	-	-	-	-
Total	58	18,476	331	86,122