

Agenda for the
Allendale Charter Township Board Meeting
Monday, March 27, 2023, 6:00pm

Members Present:

Members Absent:

Guests Present:

Meeting called to Order

- Invocation given by Ken Murillo
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the March 13th, 2023 Regular Board Meeting Minutes
 - Bills
 - Interim Bills
- For information
 - Financial Report
 - Minutes of the March 6th, 2023 Planning Commission Meeting
- Public Hearings
- Public Comments
- Guest Speakers
- Action Items
 - ACT METRO Request
 - Board Liaison Appointments: Fire Department & Parks and Recreation
- Discussion Items
 - Strategic Planning
- Public Comments
- Board Comments
- Future Agenda Items
- Adjournment

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**PROPOSED
PROCEEDINGS OF THE ALLENDALE
TOWNSHIP BOARD OF TRUSTEES
MARCH SESSION 1st DAY**

The Allendale Township Board of Trustees met at the Allendale Township Auditorium, located at 6676 Lake Michigan Drive, on Monday, March 13, 2023, at 6:00 p.m. and was called to order at 6:00 p.m. by Mr. Elenbaas.

Present at Roll Call: Ms. Schuitema; Ms. Hansen; Mr. Murillo; Mr. Zeinstra; Mr. Vander Wall; Ms. Kraker; and Mr. Elenbaas. (7)

Absent at Roll Call: None (0)

Staff and Guest Present: Bob Sullivan, Legal Counsel; Sergeant Cal Keuning, Ottawa County Sheriff's Department; Chad Doornbos, Public Utilities Superintendent; Tim Van Bennekom, Finance Director; Todd Stuive, Exxel Engineering; Jack Barr, Nederveld; and Bruce Pindzia, Fleis & VandenBrink.

Ms. Schuitema pronounced the invocation.

Mr. Elenbaas led in the Pledge of Allegiance to the Flag of the United States of America.

BOT 23-037 Mr. Vander Wall moved to approve the agenda of today as presented. The motion passed.

BOT 23-038 Ms. Kraker moved to approve the following Consent Resolutions:

1. To approve the Minutes of the February 27, 2023, Board of Trustees meeting as presented.
2. To approve the general claims in the amount of \$321,052.26 and interim payments of \$143,901.01, as presented by the summary report for March 14, 2023.
3. To approve and authorize the Clerk and/or Supervisor to sign and process the Grant Distribution from: Organization Funds form from Grand Haven Area Community Foundation; a grant fund in the amount of \$259.00, which will be used to support Veteran's Day Activities for Allendale Charter Township community. The motion passed.

Items Received for Information

1. Notice of February 6, 2023, Planning Commission Meeting cancellation- no minutes available.
2. February Fire Department Report
3. February Sheriff Department Report
4. Notice of Hire: Harley Freeman, Substitute Library Page and Circulation Assistant

Public Hearings - None

Public Comments- None

BOT 23-039 Mr. Elenbaas moved to close public comment. The motion passed.

Guest Speakers- None

Action Items

BOT 23-040 Mr. Zeinstra moved to approve Pearline Estates Preliminary Plat. The motion passed.

BOT 23-041 Mr. Vander Wall moved to approve Phase 4 of Hidden Shores West Plan. The motion passed.

BOT 23-042 Mr. Murillo moved to approve and authorize the Clerk and/or Supervisor to sign the five-year Farm Lease Agreement. The motion passed.

BOT 23-043 Mr. Vander Wall moved to approve and authorize the Clerk and/or Supervisor to sign the Invoice Cloud Credit Card Processing agreement. The motion passed.

BOT 23-044 Ms. Hansen moved to approve and authorize the Supervisor to create a purchase agreement with access and public utilities easements for WJ Presley Pkwy to Allendale Baptist Church and Pinnacle in the amount of \$1.00 per parcel. The motion passed.

Discussion Items

Chad Doornbos, Public Utilities Superintendent, provided an overview of the proposed Design Build Institute of America Agreement for Contract 2- WWTP Improvement Project. He highlighted various sections in the agreement

including scope of work, contract time, contract price, services and responsibilities, and other various provisions.

Mr. Elenbaas informed the board of the top two strategic planning topic areas the board will be focusing on next. These include park planning and property purchase planning.

Several board members had comments, suggestions, and questions.

Public Comments -None

BOT 23-045 Mr. Elenbaas moved to close public comment. The motion passed.

Board Comments

Mr. Elenbaas informed the board that the finance director will be investing funds in two, one-year CD's. Specifically, \$500,000.00 from the general fund and \$500,000.00 from public utilities fund. The interest rate is 4.4%, which will earn roughly \$20,000.00 per CD.

Mr. Zeinstra inquired as to the brightness of the lights on the front of the fire department building.

Ms. Schuitema sought clarification on bonds and funding for the public utility project. She inquired how rates for Grand Valley State University worked.

Ms. Hansen asked how to increase accessibility to planning commission packets and communications.

Mr. Murillo informed the board that he will be moving out of the community. He announced his resignation as board trustee, effective March 28, 2023.

BOT 23-046 Ms. Schuitema moved to adjourn the meeting at 8:20 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 000.000 REVENUE					
101-000.000-222.000	Due To County	OTTAWA COUNTY TREASURER	DOG LICENSES - FEBRUARY	90.00	
101-000.000-222.000	Due To County	OTTAWA COUNTY TREASURER	MOBILE HOMES TAX - FEBRUARY	254.00	
101-000.000-225.000	Due To Schools	OTTAWA COUNTY TREASURER	MOBILE HOMES TAX - FEBRUARY	1,016.00	
101-000.000-284.228	ALDI	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	75.00	
Total For Dept 000.000 REVENUE				1,435.00	
Dept 171.000 Supervisor					
101-171.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES	15.00	
Total For Dept 171.000 Supervisor				15.00	
Dept 209.000 EMPLOYEE INSURANCES					
101-209.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - APRIL	19,942.07	
Total For Dept 209.000 EMPLOYEE INSURANCES				19,942.07	
Dept 215.000 CLERK					
101-215.000-721.000-DUESXX	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES	225.00	
101-215.000-802.000	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	100.00	
Total For Dept 215.000 CLERK				325.00	
Dept 248.000 ADMINISTRATION					
101-248.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES	115.00	
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	INSECT TRAP	17.97	
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	INSECT TRAPS	61.90	
101-248.000-732.000	SUPPLIES	STAPLES	OFFICE SUPPLIES & KEY BOARDS (2)	541.03	
101-248.000-802.000	Contracted Services	PITNEY BOWES INC	POSTAGE METER RENTAL @ APR-JUN 2023	180.00	
101-248.000-802.000	Contracted Services	WEST MICHIGAN DOCUMENT S	SECURE SHREDDING SERVICE & PURGE @ 03	90.00	
101-248.000-802.000-ITMONT	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	127.68	
101-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	I/T SERVICES - MARCH	2,557.20	
101-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	DISASTER RECOVERY - MARCH	477.00	
101-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	PRINTER SET-UP	63.00	
101-248.000-802.000-ITPROJ	Contracted Services	REHMANN TECHNOLOGY SOLUT	BASIC OFFICE 365 STAFF TRAINING (ONSI	1,050.00	
101-248.000-955.000	Miscellaneous	CARDMEMBER SERVICE	CREDIT CARD CHARGES	242.51	
Total For Dept 248.000 ADMINISTRATION				5,523.29	
Dept 262.000 ELECTIONS					
101-262.000-900.000	PRINTING, PUBLISHING, & POSTAGE	CARDMEMBER SERVICE	CREDIT CARD CHARGES	98.20	
Total For Dept 262.000 ELECTIONS				98.20	
Dept 265.000 BUILDING & GROUNDS					
101-265.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - FEBRUARY	236.02	
101-265.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - MARCH	2,345.17	
101-265.000-930.000-TRUCKT	Maintenance	AUTOZONE STORES LLC	LAWN & GARDEN BATTERY	62.99	
101-265.000-930.000-TRUCKT	Maintenance	NAPA - GENUINE PARTS COM	OIL & OIL FILTERS	158.30	
101-265.000-955.000	Miscellaneous	SPECTRUM HEALTH HOSPITAL	DRUG SCREENING - NEW EMPLOYEE	35.75	
101-265.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	155.61	
Total For Dept 265.000 BUILDING & GROUNDS				2,993.84	
Dept 266.000 ATTORNEY					
101-266.000-802.000	Contracted Services	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	5,965.00	
101-266.000-802.010	Contracted Services P.C.	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	862.50	
Total For Dept 266.000 ATTORNEY				6,827.50	
Dept 270.000 HUMAN RESOURCES					

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 270.000 HUMAN RESOURCES					
101-270.000-802.000-RECRUI	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	505.00	
101-270.000-802.000-RECRUI	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	475.00	
Total For Dept 270.000 HUMAN RESOURCES				980.00	
Dept 336.000 FIRE DEPT					
101-336.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	CARDMEMBER SERVICE	CREDIT CARD CHARGES	390.00	
101-336.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	WALL CLOCK	21.51	
101-336.000-732.000	SUPPLIES	MINER SUPPLY COMPANY INC	SUPPLIES	52.79	
101-336.000-732.000	SUPPLIES	O'REILLY AUTOMOTIVE INC	STRIPE TAPE	7.98	
101-336.000-732.010	MEDICAL SUPPLIES	CARDMEMBER SERVICE	CREDIT CARD CHARGES	70.08	
101-336.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - FEBRUARY	64.08	
101-336.000-802.000-ITMONT	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	(158.89)	
101-336.000-811.000	COMPUTER CONTRACTED SERVICES	CARDMEMBER SERVICE	CREDIT CARD CHARGES	9.99	
101-336.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - MARCH	1,497.68	
101-336.000-930.000	Maintenance	AGILE SAFETY LLC	MAINTENANCE SUPPLIES	419.95	
101-336.000-930.000	Maintenance	NAPA - GENUINE PARTS COM	MAINTENANCE SUPPLIES	8.40	
101-336.000-935.000	Truck Maintenance	CARDMEMBER SERVICE	CREDIT CARD CHARGES	23.95	
Total For Dept 336.000 FIRE DEPT				2,407.52	
Dept 448.000 STREET LIGHTS					
101-448.000-920.000	Electricity	BILL PAYMENT CENTER	ELECTRIC USAGE - MARCH	21.60	
101-448.000-920.000	Electricity	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	9,577.90	
Total For Dept 448.000 STREET LIGHTS				9,599.50	
Dept 449.000 HIGHWAY-M45					
101-449.000-926.000-ELECTR	UTILITIES	BILL PAYMENT CENTER	ELECTRIC USAGE - MARCH	41.90	
Total For Dept 449.000 HIGHWAY-M45				41.90	
Dept 751.000 RECREATION AND PARKS					
101-751.000-930.000	Maintenance	CARDMEMBER SERVICE	CREDIT CARD CHARGES	63.04	
Total For Dept 751.000 RECREATION AND PARKS				63.04	
Dept 790.000 LIBRARY					
101-790.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	CLEANING SUPPLIES	23.41	
101-790.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	PROCESSING SUPPLIES	6.99	
101-790.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	7.88	
101-790.000-732.000	SUPPLIES	CARDMEMBER SERVICE	CREDIT CARD CHARGES	26.72	
101-790.000-732.000	SUPPLIES	THE LIBRARY STORE INC	OUTREACH SUPPLIES	171.59	
101-790.000-732.000-AVMATE	SUPPLIES	AMAZON CAPITAL SERVICES	ACTIVITY KIT MATERIAL	13.79	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	36.99	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	24.00	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS & CDS	252.48	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	BOOK PURCHASES	39.20	
101-790.000-732.000-BOOKSX	SUPPLIES	BAKER & TAYLOR BOOKS LLC	ADULT MATERIALS	491.19	
101-790.000-732.000-BOOKSX	SUPPLIES	BAKER & TAYLOR BOOKS LLC	BOOKS	375.66	
101-790.000-732.000-BOOKSX	SUPPLIES	GALE/CENGAGE LEARNING IN	LARGE PRINT	18.74	
101-790.000-732.000-BOOKSX	SUPPLIES	GALE/CENGAGE LEARNING IN	LARGE PRINT	61.58	
101-790.000-732.000-CHILDB	SUPPLIES	BAKER & TAYLOR BOOKS LLC	YOUTH MATERIALS	201.81	
101-790.000-802.000-COLLEC	Contracted Services	UNIQUE MANAGEMENT SERVIC	PLACEMENTS	19.70	
101-790.000-802.000-COPIER	Contracted Services	OFFICE MACHINES COMPANY	MONTHLY COPIER CHARGES	135.98	
101-790.000-802.000-ITMONT	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	13.44	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	30.94	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES	93.49	

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INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP

EXP CHECK RUN DATES 03/15/2023 - 03/28/2023

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 790.000 LIBRARY					
101-790.000-807.000-MISCPR	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	GENERAL PROGRAM SUPPLIES	35.99	
101-790.000-807.000-MISCPR	COMMUNITY PROGRAMS	THE LIBRARY STORE INC	OUTREACH SUPPLIES	54.14	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	PRINTING PAPER FOR SRP	67.12	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	59.25	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	262.20	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	11.88	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	14.99	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	36.41	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	207.92	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	TEEN PROGRAM SUPPLIES	34.47	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES	9.99	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES	53.00	
101-790.000-807.000-YOUTH	COMMUNITY PROGRAMS	CARDMEMBER SERVICE	CREDIT CARD CHARGES	9.99	
101-790.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	490.87	
101-790.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - MARCH	348.82	
101-790.000-930.000	Maintenance	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	353.88	
101-790.000-955.000	Miscellaneous	SPECTRUM HEALTH HOSPITAL	DRUG SCREENING - NEW EMPLOYEE	55.00	
Total For Dept 790.000 LIBRARY				4,151.50	
Total For Fund 101 General Fund				54,403.36	
Fund 252 RENTAL ADMINISTRATION					
Dept 371.000 INSPECTION DEPARTMENT					
252-371.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - APRIL	1,729.99	
Total For Dept 371.000 INSPECTION DEPARTMENT				1,729.99	
Total For Fund 252 RENTAL ADMINISTRATION				1,729.99	
Fund 403 FIRE STATION BUILDING FUND					
Dept 901.000 CONSTRUCTION					
403-901.000-971.000	CAPITAL OUTLAY	CARDMEMBER SERVICE	CREDIT CARD CHARGES	434.38	
403-901.000-971.000	CAPITAL OUTLAY	CARDMEMBER SERVICE	CREDIT CARD CHARGES	663.13	
403-901.000-971.000	CAPITAL OUTLAY	ERHARDT CONSTRUCTION COM	FIRE STATION CONSTRUCTION - APP # 12	257,757.05	
403-901.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	703.93	
403-901.000-971.000	CAPITAL OUTLAY	REHMANN TECHNOLOGY SOLUT	24 PORT MANAGED RACK MOUNTABLE SWITCH	1,835.98	
Total For Dept 901.000 CONSTRUCTION				261,394.47	
Total For Fund 403 FIRE STATION BUILDING FUND				261,394.47	
Fund 404 CAPITAL/ONE-TIME PROJECTS FUND					
Dept 265.000 BUILDING & GROUNDS					
404-265.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	MAINTENANCE SUPPLIES	144.99	
Total For Dept 265.000 BUILDING & GROUNDS				144.99	
Dept 336.000 FIRE DEPT					
404-336.000-971.000	CAPITAL OUTLAY	CARDMEMBER SERVICE	CREDIT CARD CHARGES	3,972.86	
Total For Dept 336.000 FIRE DEPT				3,972.86	
Total For Fund 404 CAPITAL/ONE-TIME PROJECTS FUND				4,117.85	
Fund 592 Water & Sewer					
Dept 000.000 REVENUE					
592-000.000-266.000	COURT ORDER PAYABLE	ILLINOIS STATE DISBURSEM	CHILD SUPPORT DISBURSEMENT	230.77	
592-000.000-284.228	ALDI	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	135.00	

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer Dept 000.000 REVENUE					
Total For Dept 000.000 REVENUE				365.77	
Dept 248.000 ADMINISTRATION					
592-248.000-802.000-ITMONT	Contracted Services	CARDMEMBER SERVICE	CREDIT CARD CHARGES	26.88	
592-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	WASTE WATER CUSTOM FILE SHARE MIGRATI	1,155.00	
592-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	I/T SERVICES - MARCH	1,704.80	
592-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	DISASTER RECOVERY - MARCH	318.00	
592-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	PRINTER SET-UP	42.00	
592-248.000-802.000-ITPROJ	Contracted Services	REHMANN TECHNOLOGY SOLUT	BASIC OFFICE 365 STAFF TRAINING (ONSI	700.00	
592-248.000-808.030	COUNTY CONN. REGIS. FEE	OTTAWA CTY REGISTER OF D	RECORDING FEE FOR WATER CONNECTION @	30.00	
592-248.000-962.030	Safety Training And Materials	CARDMEMBER SERVICE	CREDIT CARD CHARGES	115.00	
Total For Dept 248.000 ADMINISTRATION				4,091.68	
Dept 536.000 WATER					
592-536.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - APRIL	6,023.51	
592-536.000-721.000-DUESXX	PROFESSIONAL DEVELOPMENT	AMERICAN WATER WORKS ASS	ANNUAL UTILITY MEMBERSHIP	400.00	
592-536.000-721.000-DUESXX	PROFESSIONAL DEVELOPMENT	AMERICAN WATER WORKS ASS	ANNUAL MEMBERSHIP DUES - SCHOLTEN	87.00	
592-536.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	MICHIGAN RURAL WATER ASS	WATER REVIEW S3 & S4 CLASS - LAMB	340.00	
592-536.000-732.000-GENSUP	SUPPLIES	FAMILY FARM & HOME INC	HOSE REPAIR & NOZZLE	36.96	
592-536.000-732.000-METERS	SUPPLIES	ETNA SUPPLY COMPANY	WATER METER STOCK	415.00	
592-536.000-732.000-OFFICE	SUPPLIES	AMAZON CAPITAL SERVICES	KEYBOARD	10.58	
592-536.000-732.000-TOOLSX	SUPPLIES	CAPITAL ONE TRADE CREDIT	SALT SPREADER ATTACHMENT FOR BOBCAT C	227.53	
592-536.000-733.000	WATER COST	OTTAWA COUNTY PUBLIC UTI	WATER USE / SYSTEM MAINTENANCE - FEBR	81,411.97	
592-536.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - FEBRUARY	245.16	
592-536.000-802.000-MULTIP	Contracted Services	APPLIED INNOVATION	COPY MACHINE MAINTENANCE CONTRACT	78.00	
592-536.000-802.000-MULTIP	Contracted Services	SECURALARM LLC	ALARM MONITORING & TESTING	162.00	
592-536.000-803.000	Professional Services	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	217.50	
592-536.000-926.000-ELECTR	UTILITIES	BILL PAYMENT CENTER	ELECTRIC USAGE - MARCH	152.68	
592-536.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	774.03	
592-536.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - MARCH	1,106.72	
592-536.000-926.000-HEATME	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - MARCH	1,089.79	
592-536.000-930.000	MAINTENANCE	BRIK PLUMBING	PLUMBING MODIFICATIONS	926.00	
592-536.000-930.000-GENMAI	MAINTENANCE	CARDMEMBER SERVICE	CREDIT CARD CHARGES	16.98	
592-536.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	TRUCK OIL CHANGE	29.40	
592-536.000-955.000	Miscellaneous	SPECTRUM HEALTH HOSPITAL	DRUG SCREENING - NEW EMPLOYEE	9.63	
Total For Dept 536.000 WATER				93,760.44	
Dept 537.000 SEWER					
592-537.000-720.000-HEALTH	EMPLOYERS HEALTH INSURANCE	PRIORITY HEALTH	HEALTH INSURANCE - APRIL	6,023.51	
592-537.000-732.000-GENSUP	SUPPLIES	AUTOZONE STORES LLC	TERMINAL PROTECTANT	23.98	
592-537.000-732.000-GENSUP	SUPPLIES	FAMILY FARM & HOME INC	T-POSTS	52.90	
592-537.000-732.000-LABSUP	SUPPLIES	THOMAS SCIENTIFIC LOCKBO	EPTIPS	367.88	
592-537.000-732.000-TOOLSX	SUPPLIES	CAPITAL ONE TRADE CREDIT	SALT SPREADER ATTACHMENT FOR BOBCAT C	227.52	
592-537.000-802.000	Contracted Services	CINTAS CORPORATION #301	CONTRACT / UNIFORMS - FEBRUARY	245.15	
592-537.000-802.000-MULTIP	Contracted Services	APPLIED INNOVATION	COPY MACHINE MAINTENANCE CONTRACT	78.00	
592-537.000-802.000-MULTIP	Contracted Services	SECURALARM LLC	ALARM MONITORING & TESTING	162.00	
592-537.000-803.000	Professional Services	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	217.50	
592-537.000-860.000	MILEAGE	CHAD DOORNBOS	MILEAGE REIMBURSEMENT	121.70	
592-537.000-926.000-ELECTR	UTILITIES	CONSUMERS ENERGY	ELECTRIC USAGE - MARCH	6,966.31	
592-537.000-926.000-HEATFU	UTILITIES	DTE ENERGY	HEATING FUEL USAGE - MARCH	1,871.36	
592-537.000-930.000-GENMAI	MAINTENANCE	CARDMEMBER SERVICE	CREDIT CARD CHARGES	16.97	
592-537.000-930.000-WRRFMA	MAINTENANCE	GRAND RAPIDS MACHINE REP	RBC SHAFT REPAIR	7,500.00	
592-537.000-930.000-WRRFMA	MAINTENANCE	VAN MANEN PETROLEUM GROU	OILS FOR USE @ WRRF	799.17	

03/21/2023 02:13 PM

User: DENISE

DB: ALLENDALE

INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP

EXP CHECK RUN DATES 03/15/2023 - 03/28/2023

UNJOURNALIZED

OPEN

Page: 5/6

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
<hr/>					
Fund 592 Water & Sewer					
Dept 537.000 SEWER					
592-537.000-935.000	Truck Maintenance	TOLMAN'S AUTO TECH GROUP	TRUCK OIL CHANGE	29.40	
592-537.000-955.000	Miscellaneous	SPECTRUM HEALTH HOSPITAL	DRUG SCREENING - NEW EMPLOYEE	9.62	
592-537.000-971.000-GVSUTR	CAPITAL OUTLAY	SCHOLTEN FANT	ATTORNEY SERVICES - FEBRUARY	1,207.50	
				<hr/>	
		Total For Dept 537.000 SEWER		25,920.47	
				<hr/>	
		Total For Fund 592 Water & Sewer		124,138.36	
				<hr/>	

03/21/2023 02:13 PM
User: DENISE
DB: ALLENDALE

INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 03/15/2023 - 03/28/2023
UNJOURNALIZED
OPEN

Page: 6/6

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

Fund 101 General Fund	54,403.36
Fund 252 RENTAL ADMINI	1,729.99
Fund 403 FIRE STATION	261,394.47
Fund 404 CAPITAL/ONE-T	4,117.85
Fund 592 Water & Sewer	124,138.36
Total For All Funds:	<hr/> 445,784.03

INTERIM PAYMENTS
Board Meeting: 03/27/23

DATE	CHECK #	AMOUNT	VENDOR	DESCRIPTION
3/15/2023	EFT	\$ 1,000,000.00	WEST MICHIGAN COMMUNITY BANK	Two \$500,000 CDs (1 General Fund, 1 W/S Fund)
3/16/2023	EFT	\$ 68,592.17	EMPLOYEES	Bi-Weekly Payroll
3/16/2023	EFT	\$ 20,138.42	FEDERAL GOV'T	Payroll IRS Tax Payment
3/17/2023	EFT	\$ 937.42	PRIORITY HEALTH	HRA Payment
3/24/2023	EFT		PRIORITY HEALTH	HRA Payment

\$ 1,089,668.01 TOTAL

**ALLENDALE CHARTER TOWNSHIP
PLANNING COMMISSION MEETING**

March 6, 2023

7:00 p.m.

Allendale Township Public Meeting Room

1. Call the Meeting to Order

2. Roll Call:

Present: Adams, Westerling, Zuniga, Nadda, Jacquot, Zeinstra

Absent: 1 vacant seat

Staff and Guests Present: Planner Greg Ransford, Robert Chapin, Justin Johnson, Richard Barber

3. Communications and Correspondence:

Review letters from the Township engineer and two letters from resident with comments regarding the public hearing were received.

4. Motion by Jacquot to approve the February 6, 2023, Planning Commission Minutes as presented. Seconded by Nadda. **Approved 6-0**

5. Motion by Adams to approve the March 6, 2023, Planning Commission Agenda as presented. Seconded by Zeinstra. **Approved 6-0**

6. Public Comments for *non-public hearing item*:

Chairperson Adams opened the public comment section for non-public hearing items.

Bob Chapin, an Allendale resident, asked if the Planning Commission knows of a location within Allendale that is zoned for a gathering area for small band concerns, outdoor gatherings, etc.

Seeing no more public, Chairperson Adams closed the public comments section.

The Commission provided direction to Ransford to place outdoor venues on the next available agenda for discussion.

7. Public Hearings:

A. Centennial Townhomes – 24-unit multi-family development

The engineer representing the Centennial Townhomes project presented the proposed project.

Planner Ransford reviewed his memo.

Chairperson Adams opened the public comment section of the public hearing.

A resident who lives to the south of the proposed project thanked the developer for listening to his request at the last meeting and moving the southwest building further north. He asked that more trees be placed at the end of the two south drives within the property to eliminate headlight spilling onto adjacent properties.

Chairperson Adams noted that the Commission received two letters from residents regarding this project.

Seeing no more public, Chairperson Adams closed the public comments section.

Commissioners discussed the items on Planner Ransford's memo and the concerns brought up by the public.

Motion by Westerling, seconded by Zeinstra to approve the Centennial Townhomes development with the following conditions:

- Evergreens be placed at the end of the southern drives to block headlights to neighboring homes.

- Address the concerns listed in the Township Engineer’s letter dated 2/17/2023:
 - a. 20’ wide watermain easement
 - b. Revise grading plan to provide more slope to pavement.
 - c. Reconcile water service sizes.
 - d. Relocate 3 Ginko trees so they are not over watermain.
- Approval of OCWRC

Approved 6-0

8. Site Plan Review: None

9. New Business: None

10. Old Business:

A. Rusk Lake Associated Mining Application – 10618 Pierce St.

- Irrevocable Letter of Credit dollar amount reduction request

Planner Ransford reviewed his memo regarding the request from Rusk Lake to reduce the amount required for the Irrevocable Letter of Credit.

Planner discussed the issue and opined that there was sufficient information to reduce the dollar amount required for the Irrevocable Letter of Credit.

Motion by Zeinstra, seconded by Zuniga to adopt the revised resolution with a change to the OCRC Surety Bond amount to state “at the discretion of the OCRC”. **Approved 6-0**

11. Public Comments:

Chairperson opened the public comment section.

Seeing no comments, Chairperson Adams closed the public comment section.

12. Township Board Reports:

Mr. Zeinstra reported that the Board was split on the decision for rezoning the property located on 52nd, and the rezoning did not pass.

13. Commissioner and Staff Comments:

Mr. Zuniga requested that someone investigate the lights at McDonald’s as neighbors are complaining that they are shining out instead of down as required. He also asked for clarification on the rule regarding no student housing west of 52nd Ave. Mr. Zeinstra answered stating that it is not a written rule, just an understanding that no R-4, High-density housing, would be west of 52nd Ave.

Mr. Adams asked Planner Ransford to prepare a template for motions, both for and against, so the Commissioners can be assisted in making complete motions. Planner Ransford agreed to work on providing this in the future.

14. Chairperson Adams adjourned the meeting at 8:12 p.m.

Next meeting March 20, 2023, at 7:00 p.m.

Minutes respectfully submitted by Kelli McGovern





Scholten Fant
Attorneys

Over 60 Years of Service

Robert E. Sullivan • rsullivan@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

March 10, 2023

Via Email

Adam Elenbaas, Supervisor
Allendale Charter Township
6676 Lake Michigan Drive
P.O. Box 539
Allendale, MI 49401-0539

Re: KEPS Technologies Inc., d/b/a ACD.net and ACD Telecom, Inc., METRO
Act Permit Application

Dear Mr. Elenbaas:

Please be advised that we have reviewed the METRO Act Permit Application and Bilateral Permit Forms submitted on behalf of KEPS Technologies Inc., d/b/a ACD.net and ACD Telecom, Inc. After consultation with Ms. Brand, we believe that the documents are in acceptable order and may be submitted to the Board for their consideration.

If the Township Board approves the Permit, it should be submitted to the Michigan Public Service Commission with the letter which is enclosed. A copy would also then be submitted to the Applicant. We have provided the transmittal letter for that as well.

Should you have questions concerning the foregoing, please do not hesitate to advise.

Very truly yours,

SCHOLTEN FANT

Robert E. Sullivan

RES/kat
Enclosures

METRO Act Permit Application Form
Revised February 2, 2015

ALLENDALE CHARTER TOWNSHIP
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 6676 Lake Michigan Dr. PO Box 539 Allendale, MI. 49401
-

ALLENDALE CHARTER TOWNSHIP

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**KEPS Technologies Inc, dba ACD.net
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: January 20 2023

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: 517-999-9999
Fax Number: 517-999-3993
Corporate website: osp@acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Andrea Brand for ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906
Telephone Number: 517-999-3239

Fax Number: 517-999-3993
E-mail Address: brand.andrea@acd.net

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1987

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen

President, Steve Schoen

CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☐ No ☒

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; ☒ No ☐

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunications network

Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.3 Please provide an anticipated or actual construction schedule.

*We have nothing on our schedule at this time for Allendale Township. Our previous Metro Act with Allendale Township expired, and I am renewing it for future work- Andrea Brand OSP Engineering/ Fiber Permits
3/8/2023*

2.4 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.5 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointees will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;
1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213

1800 North Grand River Ave., Lansing, MI 48906

Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653

Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886

Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603

R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843

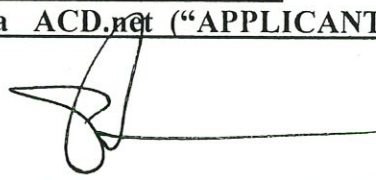
Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

1/24/2025
Date

KEPS Technologies Inc,
DbA ACD.net ("APPLICANT")

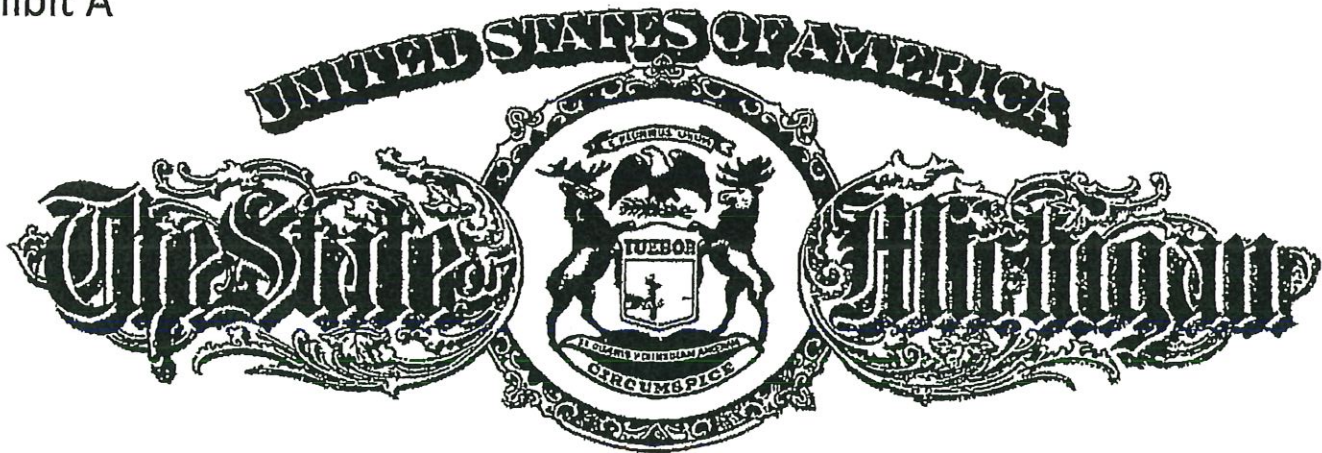

By

Steve Schoen
Type or Print Name

Vice President
Title

S:\metroapplicationform.doc

Exhibit A



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

Filed by Corporations Division Administrator Filing Number: 223628845730 Date: 01/18/2023

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2023 ANNUAL REPORT

for

KEPS TECHNOLOGIES, INC.

ID Number: 800565632

received by electronic transmission on January 18, 2023, is hereby endorsed.

Filed on January 18, 2023, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of January, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: cls.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.

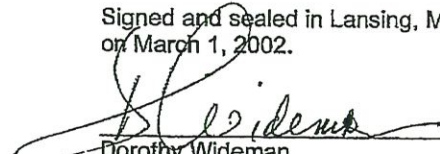

Dorothy Wideman
Executive Secretary

Exhibit B



Exhibit: C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2023

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 Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901	CONTACT NAME: Angela Maldonado PHONE (A/C, No. Ext): 517-482-2211 x122 FAX (A/C, No.): E-MAIL: angelam@lymansheets.com ADDRESS:														
INSURED KEPS Technologies Inc dba ACD.net 1800 N. Grand River Avenue Lansing MI 48906-3905	ACONE-1 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Chubb Group of Insurance Cos.</td> <td>20303</td> </tr> <tr> <td>INSURER B: Travelers</td> <td>19038</td> </tr> <tr> <td>INSURER C: Accident Fund Company</td> <td>10166</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Chubb Group of Insurance Cos.	20303	INSURER B: Travelers	19038	INSURER C: Accident Fund Company	10166	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1284884429

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		630 3P127099	2/20/2023	2/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9R005816-21-I3-G	2/20/2023	2/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1N537964	2/20/2023	2/20/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AF WCP 100082921	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EPLI Incl 3rd Party			82512353	2/16/2023	2/16/2024	Each Occurrence 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Allendale Charter Township
 6676 Lake Michigan Drive
 PO Box 539
 Allendale MI 49401

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

Michael A. Sheets

© 1988-2015 ACORD CORPORATION. All rights reserved.

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 **Definitions**

- 1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager, Supervisor, Mayor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Allendale Charter Township a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3250 Fax:(517)999-3993 Email: schoen.kevin@acd.net.

3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown 1800 N. Grand River Avenue,

Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993
Email: brown.phil@acd.net.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably

determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into

and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits,

licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications

provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement

through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.
 - 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, Allendale Charter Township 6676 Lake Michigan Dr.
PO Box 539 Allendale, MI. 49401

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net,
1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone:
(517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be

partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Allendale Charter Township

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

KEPS Technologies, Inc. dba ACD.net

By: 

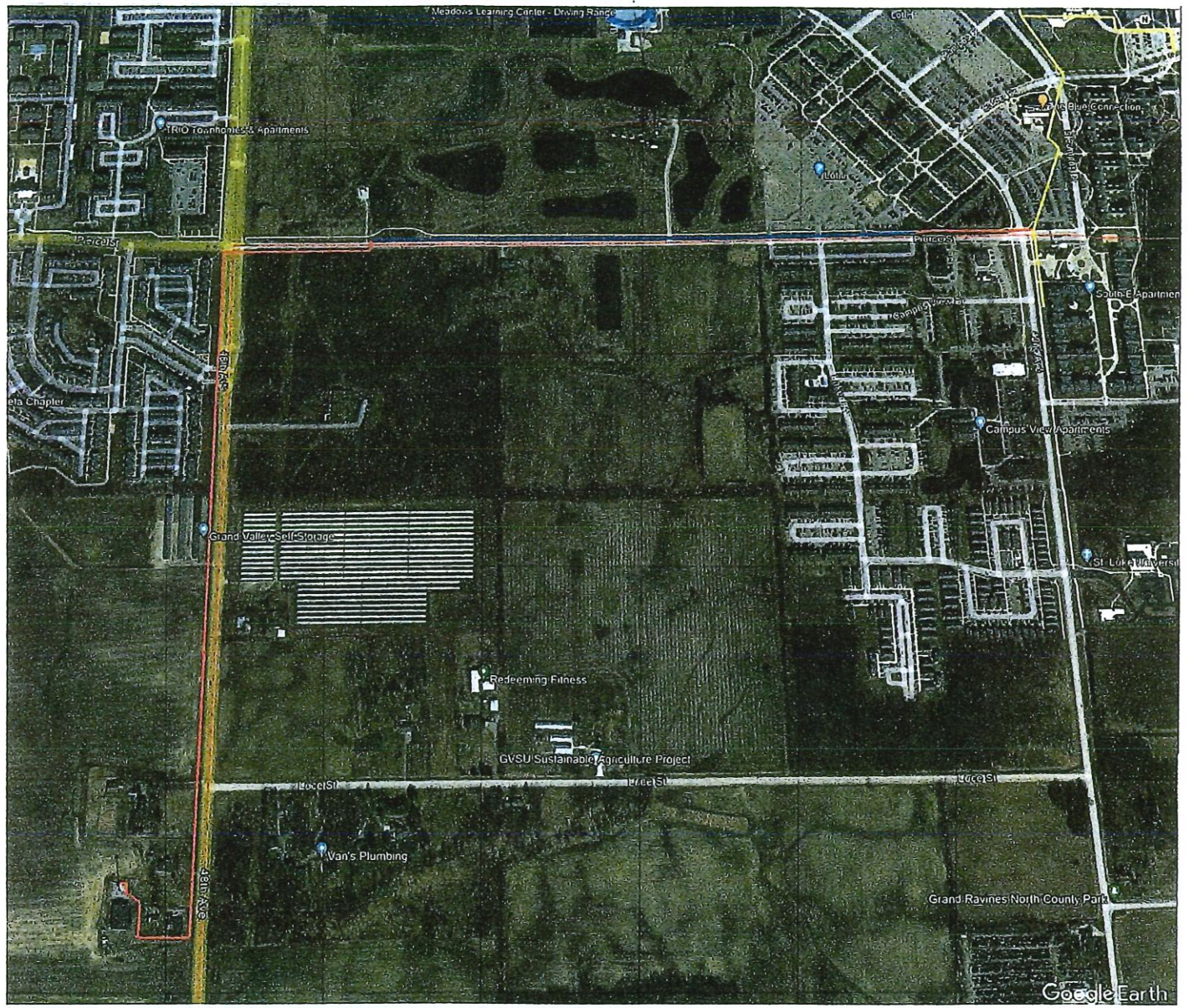
Its: Vice President

Date: 1/24/2023

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Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities



March ____, 2023

Andrea Brand
ACD.net
1800 North Grand River Avenue
Lansing, Michigan 48906

Re: KEPS Technologies Inc., d/b/a ACD.net and ACD Telecom, Inc., METRO
Act Permit Application

Dear Ms. Brand:

This letter and the attached materials are being sent to you in response to your February 1, 2023 submittal of an application on behalf of KEPS Technologies Inc., d/b/a ACD.net and ACD Telecom, Inc. (the "Company") to access the rights of way in Allendale Charter Township (the "Township") under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (the "METRO Act"). The Township has considered your application and issued the enclosed Bilateral Permit (the "Permit"). As it is a Bilateral Permit, it will expire 15 years from the effective date.

The METRO Act provides that the Township has the authority to issue a METRO Act Permit, provided the Township uses a form authorized by the Michigan Public Service Commission ("MPSC").

Please note that the public rights-of-way are defined in Section 1.7 of the Permit as being "the area on, below, or above the public roadway, highway, street, alley, easement or waterway, **to the extent the Municipality has the ability to grant the rights set forth herein.**" Please further note, that as indicated in Section 2.1, the Township is issuing this Permit under the METRO Act for access to and ongoing use of the Public Right-of-Way as identified on the attached Exhibit A. The Public Rights-of-Way within the Township are also controlled by the Ottawa County Road Commission; therefore, you may need to contact the Ottawa County Road Commission to obtain its permission to use the Public Rights-of-Way as well.

The Township's position, as reflected by the enclosed materials, is that the "lines" and "wires" portion of the network is governed by the METRO Act. Therefore, any request to construct wireless communications support structures or wireless communications equipment is defined by the Michigan Zoning Enabling Act, MCL 125.3514(10) or required

additional consideration and approval from the Township. Any lines, wires, or similar materials that are laid with the expectation that the Township will later approve construction for wireless communication support structures or wireless communication equipment is done at the Company's own risk. The Township cannot or will not consent to the construction of such structures until and unless the Company properly submits the required applications and complies without related Township requirements.

We are enclosing a copy of the Permit for your convenience.

If you have any further questions or concerns, please advise.

Sincerely,

Adam Elenbaas

Enclosure

cc: Jody Hansen, Allendale Township Clerk (w/enc.)
Mr. Brett Laughlin, Ottawa County Road Commission (w/enc.)
Mr. Robert E. Sullivan, Scholten Fant (w/enc.)

March ____, 2023

Mr. Ryan McAnany, Director
Telecommunications Division
Michigan Public Service Commission
7109 West Saginaw Hwy.
P.O. Box 30221
Lansing, Michigan 48909

Re: KEPS Technologies Inc., d/b/a ACD.net and ACD Telecom, Inc., METRO
Act Permit Application

Dear Mr. McAnany:

On February 1, 2023, Allendale Charter Township (the "Township") received an application from KEPS Technologies Inc., d/b/a ACD.net and ACD Telecom, Inc. (the "Company") under the METRO Act for use of the Township rights-of-way. On March ____, 2023, the Township issued a bilateral permit for the Company.

Should you have any questions, please contact me, Adam Elenbaas, Supervisor, Allendale Charter Township, 6676 Lake Michigan Drive, Allendale, Michigan 49401-0539, (616) 895-6295, supervisor@allendale-twp.org.

Sincerely,

Adam Elenbaas

cc: Robert E. Sullivan, Esq.