Georgetown Charter Township

1515 Baldwin St., Jenison, MI 49428

Finance Committee Meeting Agenda

September 8, 2016, 7:30 a.m.

1. Call To Order
2. Roll Call
3. Approval Of The Minutes Of The Previous Meeting
4. 2017 Boards And Commissions Meeting Schedule

   Motion: To recommend to the Township Board to approve the 2017 Boards and Commissions meeting schedule.

   Documents:

   17MEETINGS.PDF

5. Policy 2016-01 Emergency Management Policy

   Motion: To recommend to the Township Board to approve Policy 2016-01 Emergency Management Policy.

   Documents:

   POLICY 2016-01 EMERGENCY MANAGEMENT POLICY.PDF

6. Discuss 200 Baldwin, As Referred By The Township Board
7. Items To Be Transferred To The 2016 Winter Tax Roll.

   Motion: To recommend to the Township Board to approve the items to be transferred to the 2016 Winter Tax Roll.

   Documents:

   2016 ITEMS TO TRANSFER TO THE TAX ROLL.PDF

8. Communications, Letters And Reports
9. Public Comments
10. Other Business

    10.I. Metro Act Permit For 123.Net

Documents:

METRO ACT UNILATERAL FORM - 123.NET.PDF
METRO ACT PERMIT - 123.NET KENOWA 44TH.PDF

11. Adjournment

PUBLIC NOTICE
NOTICE TO ALL RESIDENTS OF GEORGETOWN CHARTER TOWNSHIP
AND OTHER INTERESTED PERSONS

Notice is hereby given that all regularly scheduled meeting dates held at the Georgetown Township Offices, 1515 Baldwin St., Jenison, Michigan, for the year 2017 are listed as follows:

GEORGETOWN TOWNSHIP BOARD MEETINGS

Township Board Meetings are usually held the SECOND and FOURTH MONDAY OF EACH MONTH beginning at 7:30, *unless noted or a special meeting is called, as follows:

January 9	May 8	September 11
January 23	May 22	September 25
February 13	June 12	October 9
February 27	June 26	October 23
March 13	July 10	November 13
March 27	July 24	November 27
April 10	August 14	December 11
April 24	August 28	*Christmas no meeting

PLANNING COMMISSION MEETINGS

Planning Commission meetings are usually held on the FIRST and THIRD WEDNESDAY OF EACH MONTH beginning at 7:30 p.m., *unless noted or a special meeting is called, as follows:

January 4	May 3	September 6
January 18	May 17	September 20
February 1	June 7	October 4
February 15	June 21	October 18
March 1	July 5	November 1
March 15	July 19	November 15
April 5	August 2	December 6
April 19	August 16	December 20

GEORGETOWN TOWNSHIP ZONING BOARD OF APPEALS

Board of Appeals Meetings are usually held on the FOURTH WEDNESDAY OF EACH MONTH beginning at 7:30 p.m., *unless noted or a special meeting is called, as follows:

January 25	May 24	September 27
February 22	June 28	October 25
March 22	July 26	*December 13
April 26	August 23	

*Denotes rescheduled or cancelled meeting. Also, if a special meeting is scheduled, notice will be posted of such a meeting.

Richard VanderKlok, Clerk
Georgetown Charter Township

Policy 2016-01
Georgetown Charter Township
Township Emergency Management Administration
Adopted on _____ with motion _____

PURPOSE.

The purpose of the policy is to appoint a municipal emergency management coordinator and to provide for the coordination of all matters pertaining to emergency management, disaster preparedness, and recovery assistance within the Township.

STATEMENT OF POLICY.

This policy is based on the following excerpts of State Law.

EMERGENCY MANAGEMENT ACT (EXCERPT)
Act 390 of 1976

30.409 Emergency management coordinator; appointment; duties; eligibility.

Sec. 9.

(2) **A municipality with a population of 25,000 or more shall either appoint a municipal emergency management coordinator** or appoint the coordinator of the county as the municipal emergency management coordinator pursuant to subsection (7). In the absence of an appointed person, the emergency management coordinator shall be the chief executive official of that municipality. The coordinator of a municipality shall be appointed by the chief executive official in a manner provided in the municipal charter. The coordinator of a municipality with a population of 25,000 or more shall act for and at the direction of the chief executive official of the municipality or the official designated in the municipal charter in the coordination of all matters pertaining to emergency management, disaster preparedness, and recovery assistance within the municipality.

EMERGENCY MANAGEMENT ACT (EXCERPT)
Act 390 of 1976

30.410 Powers of county and municipality; mutual aid or reciprocal aid agreements or compacts; assistance of emergency management coordinator.

Sec. 10.

(1) Each county and **municipality that has appointed an emergency management coordinator under section 9 may do 1 or more of the following**:

(a) **Direct and coordinate the development of emergency operations plans and programs in accordance with the policies and plans established by the appropriate federal and state agencies.** Each department or agency of a county or municipality specified in the emergency operations plan to provide an annex to the plan shall prepare and continuously update the annex providing for emergency management activities, including mitigation, preparedness, response, and recovery, by the department or agency and those other emergency activities the department or agency is specified to coordinate. Emergency operations plans and programs developed under this subsection shall include provisions for the dissemination of public information and local broadcasters shall be

consulted in developing such provisions. Emergency operations plans and programs developed under this subdivision shall include local courts.

(b) **Declare a local state of emergency if circumstances within the county or municipality indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property from a natural or human-made cause exists** and, under a declaration of a local state of emergency, issue directives as to travel restrictions on county or local roads. This power shall be vested in the chief executive official of the county or municipality or the official designated by charter and shall not be continued or renewed for a period in excess of 7 days except with the consent of the governing body of the county or municipality. The declaration of a local state of emergency shall be promptly filed with the emergency management division of the department, unless circumstances attendant upon the disaster prevent or impede its prompt filing.

(c**) Appropriate and expend funds, make contracts, and obtain and distribute equipment, materials, and supplies for disaster purposes.**

(d) **Provide for the health and safety of persons and property, including emergency assistance to the victims of a disaster.**

(e) Direct and coordinate local multi-agency response to emergencies within the county or municipality.

(f) Appoint, employ, remove, or provide, with or without compensation, rescue teams, auxiliary fire and police personnel, and other disaster workers.

(g) Appoint a local emergency management advisory council.

(h) If a state of disaster or emergency is declared by the governor, assign and make available for duty the employees, property, or equipment of the county or municipality relating to fire fighting; engineering; rescue; health, medical, and related services; police; transportation; construction; and similar items or service for disaster relief purposes within or without the physical limits of the county or municipality as ordered by the governor or the director.

(i) In the event of a foreign attack upon this state, waive procedures and formalities otherwise required by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of permanent and temporary workers, the utilization of volunteer workers, the rental of equipment, the purchase and distribution with or without compensation of supplies, materials, and facilities, and the appropriation and expenditure of public funds.

(2) For the purpose of providing assistance during a disaster or emergency, municipalities and counties may enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, federally recognized tribal nations, or private sector agencies, or all of these entities. A compact entered into pursuant to this subsection is limited to the exchange of personnel, equipment, and other resources in times of emergency, disaster, or other serious threats to public health and safety. The arrangements shall be consistent with the Michigan emergency management plan.

(3) The emergency management coordinator may assist in the development or negotiation, or both, of a mutual aid or reciprocal aid agreement or compact made pursuant to section 4(3) and shall carry out the agreement or compact.

IMPLEMENTATION.

For purposes of emergency management, the Township Superintendent shall be designated as the municipal emergency management coordinator of Georgetown Township and shall be responsible for the coordination of all matters pertaining to emergency management, disaster preparedness, and recovery assistance within the Township.

PROCEDURES.

The Township Superintendent, as the municipal emergency management coordinator, shall possess all duties, rights, powers and authority contained within the language of these excerpts of State Law, including the authority to declare a state of emergency within the Township and including the expenditure of funds up to $50,000.00 without specific Township Board approval to make contracts, and to obtain and distribute equipment, materials, and supplies for disaster purposes, and to provide for the health and safety of persons and property, including emergency assistance to the victims of a disaster.

EFFECTIVE DATE.

This policy shall become effective upon adoption by the Township Board.

2016 Items to transfer to the Tax Roll

Water Bills outstanding as of 6/1/2016	$ 9,698.44
Lake Treatment Charges	$14,987.00
Special Assessment Installments Due 6/1/2016	$8,145.09
Weed-Mowing Charges	$750.00

Account Num	Parcel Number	Delinquent Amount	Additional Penalty
10151	70-14-11-200-027	1,965.00	117.90
13200	70-14-10-250-008	94.80	5.69
14801	70-14-03-331-001	118.50	7.11
14906	70-14-13-371-001	123.00	7.38
15224	70-14-16-279-003	57.11	3.43
17079	70-14-14-279-005	280.50	16.83
17112	70-14-18-254-005	363.91	21.83
17245	70-14-25-100-032	71.00	4.26
17298	70-14-16-448-018	128.50	7.71
17353	70-14-18-299-020	106.70	6.40
17681	70-14-23-470-023	69.20	4.15
18354	70-14-20-251-002	163.00	9.78
18668	70-14-27-399-008	76.00	4.56
18754	70-14-20-261-020	99.00	5.94
18963	70-14-34-238-006	55.90	3.35
19326	70-14-17-446-011	169.70	10.18
19548	70-14-13-300-018	138.00	8.28
20084	70-14-15-175-002	52.73	3.16
20749	70-14-08-400-029	77.00	4.62
23635	70-14-31-428-011	110.38	6.62
23717	70-14-32-300-005	151.79	9.11
23833	70-14-15-225-008	137.56	8.25
24457	70-14-22-194-022	91.48	5.49
24864	70-14-29-103-010	68.41	4.10
24994	70-14-24-352-011	64.52	3.87
40218	70-14-15-325-008	308.00	18.48
40399	70-14-18-200-020	308.00	18.48
40481	70-14-19-101-006	244.50	14.67
42050	70-14-22-105-012	96.60	5.80
43445	70-14-16-423-008	48.70	2.92
43449	70-14-16-423-012	299.04	17.94
43576	70-14-22-106-001	61.60	3.70
44245	70-14-19-429-008	46.20	2.77
44580	70-14-19-224-006	154.00	9.24
46007	70-14-19-152-003	64.00	3.84
53861	70-14-23-106-004	235.50	14.13
60027	70-14-14-434-011	77.00	4.62
61130	70-14-14-252-022	91.60	5.50
62199	70-14-13-371-016	88.00	5.28
62214	70-14-13-355-007	70.17	4.21
62350	70-14-13-303-019	462.00	27.72
62732	70-14-14-434-021	382.56	22.95
62805	70-14-14-427-004	174.40	10.46
69734	70-13-24-489-012	100.98	6.06
69758	70-13-12-400-065	385.10	23.11
69849	70-13-12-400-064	60.72	3.64

70224	70-14-25-270-003	68.20	4.09
70509	70-14-26-305-019	101.20	6.07
70559	70-14-24-259-003	72.30	4.34
71658	70-14-23-401-002	69.05	4.14
80373	70-14-20-478-012	137.50	8.25
80431	70-14-20-300-014	57.20	3.43
80636	70-14-30-131-001	92.50	5.55
81035	70-14-30-144-002	190.00	11.40
81221	70-14-20-404-004	44.23	2.65
90214	70-14-17-339-021	79.80	4.79
91012	70-14-18-251-005	69.50	4.17
91040	70-14-18-253-016	124.60	7.48
		9,698.44	581.88

All Records
Delinquent Special Assessments Only
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
70-14-23-255-001	HOMMERSON,GERALD M	LAKE: LAKE TREATMENT	174.20
70-14-23-255-002	VANDYK,RICHARD G	LAKE: LAKE TREATMENT	174.20
70-14-23-255-003	BERREVOETS,WILLIAM J JR	LAKE: LAKE TREATMENT	174.20
70-14-23-255-004	CARTER,FREDERIC W	LAKE: LAKE TREATMENT	174.20
70-14-23-255-005	SCHNEIDER,AMY	LAKE: LAKE TREATMENT	174.20
70-14-23-255-006	MELINN,MICHAEL E	LAKE: LAKE TREATMENT	174.20
70-14-23-255-007	KONING,SHERWIN J TRUST	LAKE: LAKE TREATMENT	174.20
70-14-23-255-008	ASHBY,JEFF	LAKE: LAKE TREATMENT	174.20
70-14-23-255-009	GILREATH,LARISSA	LAKE: LAKE TREATMENT	174.20
70-14-23-278-001	NAULTY,DANIEL	LAKE: LAKE TREATMENT	174.20
70-14-23-278-002	DOCHOD,BARBARA J TRUST	LAKE: LAKE TREATMENT	174.20
70-14-23-278-003	KOOY,STEVEN P	LAKE: LAKE TREATMENT	174.20
70-14-23-278-004	WOOD,DANIEL	LAKE: LAKE TREATMENT	174.20
70-14-23-278-005	LURTSEMA,THOMAS L	LAKE: LAKE TREATMENT	174.20
70-14-23-278-006	PORT,STEPHEN C-TRUST	LAKE: LAKE TREATMENT	174.20
70-14-23-278-007	BERENS,KLAIRE B	LAKE: LAKE TREATMENT	174.20
70-14-23-278-008	THOMPSON,MICHAEL R	LAKE: LAKE TREATMENT	174.20
70-14-23-278-009	BRUINSMA,DAVID A	LAKE: LAKE TREATMENT	174.20
70-14-23-278-010	WESTDORP,ROBERT	LAKE: LAKE TREATMENT	174.20
70-14-23-278-011	HUIZENGA,WILLIAM G	LAKE: LAKE TREATMENT	174.20
70-14-23-278-012	BROWER,PAUL J	LAKE: LAKE TREATMENT	174.20
70-14-23-278-016	NGUYEN,CHANH	LAKE: LAKE TREATMENT	174.20
70-14-23-278-021	VANDERSTEEN,DANIEL	LAKE: LAKE TREATMENT	174.20
70-14-23-278-022	MILLER,GARY W	LAKE: LAKE TREATMENT	174.20
70-14-23-278-023	RICHTER,MARK A	LAKE: LAKE TREATMENT	174.20
70-14-23-401-011	HENDRICKS,JOHN	LAKE: LAKE TREATMENT	174.20
70-14-23-401-012	BEHRO,ANDREW R	LAKE: LAKE TREATMENT	174.20
70-14-23-401-013	COLBURN,JOHN M	LAKE: LAKE TREATMENT	174.20
70-14-23-401-014	COLE,NOLAN	LAKE: LAKE TREATMENT	174.20
70-14-23-423-003	MITTON,ELEANOR L-TRUST	LAKE: LAKE TREATMENT	174.20
70-14-23-423-004	MEULENBERG,JUDY L	LAKE: LAKE TREATMENT	174.20
70-14-23-423-007	LUCAS,TRACY	LAKE: LAKE TREATMENT	174.20
70-14-23-423-008	SMABY,JOSEPH	LAKE: LAKE TREATMENT	174.20
70-14-23-423-009	GABRIEL,CAROL	LAKE: LAKE TREATMENT	174.20
70-14-23-423-021	THE SHERYL J CROSBY REV L	LAKE: LAKE TREATMENT	174.20
70-14-23-423-022	VUGTEVEEN,CHARLES	LAKE: LAKE TREATMENT	174.20
70-14-23-423-023	DENHARTIGH,ROELOF	LAKE: LAKE TREATMENT	174.20
70-14-23-423-024	EPSTEIN,SCOTT W	LAKE: LAKE TREATMENT	174.20
70-14-23-423-025	DIEKEVERS,MARILYN	LAKE: LAKE TREATMENT	174.20
70-14-23-433-001	DYKHOUSE,MARCIA G	LAKE: LAKE TREATMENT	174.20
70-14-23-433-002	WRAY,GARETT E.	LAKE: LAKE TREATMENT	174.20
70-14-23-433-003	LOESCHNER,MARK A	LAKE: LAKE TREATMENT	174.20
70-14-23-433-004	HERAGHTY,BRADLEY	LAKE: LAKE TREATMENT	174.20
70-14-23-433-005	WHITE,BILL	LAKE: LAKE TREATMENT	174.20
70-14-23-433-006	YFF,DOUGLAS A	LAKE: LAKE TREATMENT	174.20
70-14-23-433-008	LUBBEN,ROBERT T	LAKE: LAKE TREATMENT	174.20
70-14-23-433-009	KOETJE,ROBERT L	LAKE: LAKE TREATMENT	174.20
70-14-23-433-010	MULDER,ARLYN	LAKE: LAKE TREATMENT	174.20
70-14-23-433-011	NEIBARGER,JEFFREY W	LAKE: LAKE TREATMENT	174.20
70-14-23-433-012	MULDER,GERALD D	LAKE: LAKE TREATMENT	174.20
70-14-23-433-013	KOHLEY,BARRY H	LAKE: LAKE TREATMENT	174.20
70-14-23-433-014	CAUDILL,JACK E	LAKE: LAKE TREATMENT	174.20
70-14-23-433-015	BROWN,LARRY M	LAKE: LAKE TREATMENT	174.20
70-14-23-433-016	NICHOLS,SANDY L	LAKE: LAKE TREATMENT	174.20
70-14-23-433-017	KEMME,TODD	LAKE: LAKE TREATMENT	174.20
70-14-23-433-020	JIPPING,JACK	LAKE: LAKE TREATMENT	174.20
70-14-23-433-021	TOERING,HENRY-TRUST	LAKE: LAKE TREATMENT	174.20
70-14-23-433-023	VANDERLUGT,DAVID F	LAKE: LAKE TREATMENT	174.20
70-14-23-433-024	MEYER,MATTHEW	LAKE: LAKE TREATMENT	174.20
70-14-23-433-025	MATTSON,ALAN R	LAKE: LAKE TREATMENT	174.20
70-14-23-433-026	GOLENBIEWSKI,RICHARD A	LAKE: LAKE TREATMENT	174.20
70-14-23-433-027	COLLINS,THOMAS R	LAKE: LAKE TREATMENT	174.20
70-14-23-433-028	BRAAT,KRISTIN J	LAKE: LAKE TREATMENT	174.20
70-14-23-433-034	SIMMONS,LISA	LAKE: LAKE TREATMENT	174.20
70-14-23-433-035	KRIEGER,DANIEL	LAKE: LAKE TREATMENT	174.20
70-14-23-433-036	WILSON,ALICE NELLIE	LAKE: LAKE TREATMENT	174.20
70-14-23-433-037	MARK & ANDREA LUBBERTS LI	LAKE: LAKE TREATMENT	174.20
70-14-24-424-016	MOORE,ERIC D	LAKE: LAKE TREATMENT	92.10
70-14-24-424-017	DOORNAERT,NEIL	LAKE: LAKE TREATMENT	92.10
70-14-24-424-018	ROBERTS,STEPHAN	LAKE: LAKE TREATMENT	92.10
70-14-24-424-019	JAMES,GORDON E	LAKE: LAKE TREATMENT	92.10
70-14-24-424-020	VANDERMEER,BRAD	LAKE: LAKE TREATMENT	92.10
70-14-24-424-021	KORHORN,DAVID J	LAKE: LAKE TREATMENT	92.10
70-14-24-424-022	DEYOUNG,SCOT S	LAKE: LAKE TREATMENT	92.10
70-14-24-424-023	DEGROOT,DENNIS J	LAKE: LAKE TREATMENT	92.10
70-14-24-424-024	GARRETT,WILLIAM R	LAKE: LAKE TREATMENT	92.10
70-14-24-424-025	COURTNEY,WAYNE	LAKE: LAKE TREATMENT	92.10
70-14-24-424-026	MORGAN,SUSAN J	LAKE: LAKE TREATMENT	92.10
70-14-24-424-027	YORK,JOHN C	LAKE: LAKE TREATMENT	92.10

All Records
Delinquent Special Assessments Only
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
70-14-24-424-028	EDWARDS,SCOTT R	LAKE: LAKE TREATMENT	92.10
70-14-24-424-029	BEVERWYK,DONALD J	LAKE: LAKE TREATMENT	92.10
70-14-24-424-030	BONT,WILLIAM J-TRUST	LAKE: LAKE TREATMENT	92.10
70-14-24-424-031	SWEENEY,JAMES	LAKE: LAKE TREATMENT	92.10
70-14-24-424-034	TEGEL,ALISON	LAKE: LAKE TREATMENT	92.10
70-14-24-425-001	KIEL,NORMAN	LAKE: LAKE TREATMENT	92.10
70-14-24-425-002	SEIF,TORY	LAKE: LAKE TREATMENT	92.10
70-14-24-425-003	WRIGHT,WILLIAM	LAKE: LAKE TREATMENT	92.10
70-14-24-425-004	OBERG, GORDON	LAKE: LAKE TREATMENT	92.10
70-14-24-425-005	PASKIEWICZ,GENE R	LAKE: LAKE TREATMENT	92.10
70-14-24-425-006	VANDERWAL,DAVID A	LAKE: LAKE TREATMENT	92.10
70-14-24-425-013	MEDEMA,DONALD J-TRUST	LAKE: LAKE TREATMENT	92.10
70-14-24-427-001	VANDERMOLEN,RAYMOND G TRU	LAKE: LAKE TREATMENT	92.10
70-14-24-427-002	WINKLE,CHRIS	LAKE: LAKE TREATMENT	92.10
70-14-24-427-003	DIELEMAN,CALVIN J	LAKE: LAKE TREATMENT	92.10
70-14-24-427-004	NEWMAN,PAUL D	LAKE: LAKE TREATMENT	92.10
70-14-24-427-005	VANDERWOUDE,MARY JO	LAKE: LAKE TREATMENT	92.10
70-14-24-427-006	HORAN,WILLIAM T	LAKE: LAKE TREATMENT	92.10
70-14-24-427-007	STERK,CORNELIUS J	LAKE: LAKE TREATMENT	92.10
70-14-24-427-008	PRANGLEY,CHRISTOPHER J	LAKE: LAKE TREATMENT	92.10
70-14-24-427-009	SNIEDER,BERNARD	LAKE: LAKE TREATMENT	92.10
70-14-24-427-010	FRENCH,BRANDON TRUST	LAKE: LAKE TREATMENT	92.10
70-14-24-427-011	DOMANSKI,JOHN	LAKE: LAKE TREATMENT	92.10
70-14-24-427-012	PIERCE,GORDON E & BARBARA	LAKE: LAKE TREATMENT	92.10
Totals for LAKE LAKE TREATMENT		Count: 103	14,987.00
Grand Totals		Count: 103	14,987.00

Current Year Installment Report for Georgetown Charter Township

Installments and Payments for 2016
Population: All Records

Sp. Assessment	Parcel #	Name	2016 Installment	2016 Payments	2016 Balance Due	Last Pmt Date
S01 (SEWER HOOKUP)	70-14-14-173-005	GRAVER,JOHN A	1,005.72	0.00	1,005.72	/ /
Payoff Prin: 1,627.78	Payoff Int: 130.22	Penalty: 83.05	Total Payoff: 1,841.05			
S01 (SEWER HOOKUP)	70-14-14-173-007	WHITCOMB,SHAWN	1,078.92	0.00	1,078.92	/ /
Payoff Prin: 1,580.44	Payoff Int: 126.44	Penalty: 89.09	Total Payoff: 1,795.97			
S01 (SEWER HOOKUP)	70-14-14-481-009	KRETZ,GARY	207.09	0.00	207.09	/ /
Payoff Prin: 333.17	Payoff Int: 26.65	Penalty: 17.10	Total Payoff: 376.92			
S01 (SEWER HOOKUP)	70-14-29-100-016	VRUGGINK,RANDY	207.44	0.00	207.44	/ /
Payoff Prin: 338.66	Payoff Int: 27.09	Penalty: 17.12	Total Payoff: 382.87			
S01 (SEWER HOOKUP)	70-14-14-172-006	BOHN,CAROL A	1,767.26	0.00	1,767.26	/ /
Payoff Prin: 7,147.50	Payoff Int: 571.80	Penalty: 145.91	Total Payoff: 7,865.21			
S02 (SEWER HOOKUP)	70-14-19-180-006	JOHNSON,GREGORY A	360.12	0.00	360.12	/ /
Payoff Prin: 840.00	Payoff Int: 67.20	Penalty: 29.72	Total Payoff: 936.92			
SH1109 (SEWER HOOK UP SE	70-14-20-478-012	STARN,JEFFREY T	1,717.42	0.00	1,717.42	/ /
Payoff Prin: 6,060.00	Payoff Int: 484.80	Penalty: 141.82	Total Payoff: 6,686.62			
SW11-01 (8th Ave. Sidewa	70-14-23-479-013	SCHURR,JACKLYNN	154.04	0.00	154.04	/ /
Payoff Prin: 543.14	Payoff Int: 43.45	Penalty: 12.71	Total Payoff: 599.30			
SW11-01 (8th Ave. Sidewa	70-14-23-479-014	HOUGHTON,RONALD J	154.08	0.00	154.08	/ /
Payoff Prin: 543.73	Payoff Int: 43.50	Penalty: 12.72	Total Payoff: 599.95			
SW11-01 (8th Ave. Sidewa	70-14-23-483-002	GARRATT,CHRISTOPHER	171.21	0.00	171.21	/ /
Payoff Prin: 604.10	Payoff Int: 48.33	Penalty: 14.13	Total Payoff: 666.56			
SW11-01 (8th Ave. Sidewa	70-14-24-352-024	SIMMONS,MICHAEL A	154.07	0.00	154.07	/ /
Payoff Prin: 543.73	Payoff Int: 43.50	Penalty: 12.71	Total Payoff: 599.94			
SW11-01 (8th Ave. Sidewa	70-14-25-100-043	JONES,RICHARD	331.21	0.00	331.21	/ /
Payoff Prin: 1,168.66	Payoff Int: 93.49	Penalty: 27.35	Total Payoff: 1,289.50			
SW11-03 (Sidewalk)	70-14-14-251-010	RUNYON,ROBERT	836.51	0.00	836.51	/ /
Payoff Prin: 4,145.80	Payoff Int: 331.66	Penalty: 69.06	Total Payoff: 4,546.52			
Totals....	13 Parcels		8,145.09	0.00	8,145.09	

SPECIAL ASSESSMENT ROLL

BLOCK: 70-14-09-478-004 - 70-14-18-244-003, INDEX: PARCEL NUMBER
Delinquent Special Assessments Only
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
70-14-11-100-087	GHIASVAND,NOOR	SPEC: SPECIAL ASSESS	250.00
70-14-15-228-004	ACHTERHOF,PAUL E	SPEC: SPECIAL ASSESS	300.00
70-14-18-244-003	DEUTSCHE BANK NATIONAL TR	SPEC: SPECIAL ASSESS	200.00
Totals for SPEC SPECIAL ASSESS		Count: 3	750.00
Grand Totals		Count: 3	750.00

METRO Act
Unilateral Form
Revised 12/06/02

RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT

This permit issued this ___ day of _____, 20__ by the Georgetown Charter Township.

1 Definitions

1.1 Date of Issuance shall mean the date set forth above.

1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.

1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.

1.4 Municipality shall mean the Georgetown Charter Township, a Michigan municipal corporation.

1.5 Permit shall mean this document.

1.6 Permittee shall mean 123.Net, Inc. organized under the laws of the State of Michigan whose address is 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075.

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 Telecommunications Facilities or Facilities shall mean the Permittee'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, two-way communications device.

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

2 Grant

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

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed 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 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is **Bill Bell, Fiber Project Manager, 24700 Northwestern Hwy., Ste 700, Southfield, MI 48075, (248) 228-8251, bbell@123.net.**

3.1.2 If Permittee'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 _____. [N/A]

3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is same as in 3.1.1.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is same as in 3.1.1.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion 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. Permittee, 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, Permittee 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. Permittee, 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. Permittee'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, Permittee, 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 Permittee shall do so within a reasonable time period. Municipality will 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 Permittee 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. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee'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 Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.

4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee'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 Permittee'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 Permittee'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 Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

4.5 Tree Trimming. Permittee 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. Permittee shall dispose of all trimmed materials. Permittee 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. Permittee 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 Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee 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. Permittee 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 Permittee 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. Permittee 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, Permittee 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. Permittee 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). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

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 Permittee's Facilities in the vacated Public Right-of-Way, Permittee 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. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. 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 Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. 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. Permittee 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, Permittee 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 Permittee 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 Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.

4.14 Identification. All personnel of Permittee 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 Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

5.1 Indemnity. Permittee 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 Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee 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, Permittee 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, Permittee 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. Permittee 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. Permittee 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. Permittee'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, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

6.6 Insurance Primary. Permittee'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 Permittee'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 Five years or less from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, 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 Permittee 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 Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance 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 Permittee 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, Permittee 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. Permittee 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 Permittee'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, Permittee, 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 Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee 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 Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance 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, Permittee 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 Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee 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, to _____.

12.1.2 If to Permittee, **to Bill Bell at 24700 Northwestern Hwy., Ste. 700, Southfield, MI 48075, with a copy to bbell@123.net**.

12.2 Change of Address. Permittee 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 Permittee 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 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

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

13.4 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, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

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

Georgetown Charter Township

By:_____
Its:_____
Date:_____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

123.Net, Inc.

By:_____
Its:_____
Date:_____

Exhibit A

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

Exhibit B

Bond

::ODMA\PCDOCS\GRR\764521\3

METRO Act Permit Application Form
Revised April 6, 2012

Georgetown Charter Township

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

MASTER COPY

BY

123 Net, Inc.

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 517-241-6200 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:

Rod Weersing
1515 Baldwin St
Jenison MI, 49428

Georgetown Charter Township
Name of local unit of government

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

By
[123 Net Inc.]
("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: **August 31, 2016**

1.2 Applicant's legal name: **123.Net, Inc.**
Mailing Address: **24700 Northwestern Highway**
Suite 700
Southfield, MI 48075

Telephone Number: **(248) 228-8214**
Fax Number: _____
Corporate website: **123.net**

Name and title of Applicant's local manager (and if different) contact person regarding this application:
Bill Bell – Fiber Project Manager
Mailing Address: **24700 Northwestern Highway**

Suite 700
Southfield, MI 48075
Telephone Number: **(248) 228-8251**
Fax Number: **(248) 849-9333**
E-mail Address: **bbell@123.net**

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

__X__ Corporation
_____ General Partnership
_____ Limited Partnership
_____ Limited Liability Company
_____ Individual
_____ Other, please describe: _____

1.4 Assumed name for doing business, if any: _____
1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; **Michigan**

1.5.2 Date of incorporation/formation; **8-16-1996**

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).

James Kandler
Dan Irvin
Stefania Gradinaru
Simona Anton

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.
Please see attached.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **None.**

_____.

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; or

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.

N/A, Applicant is a CLEC

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.

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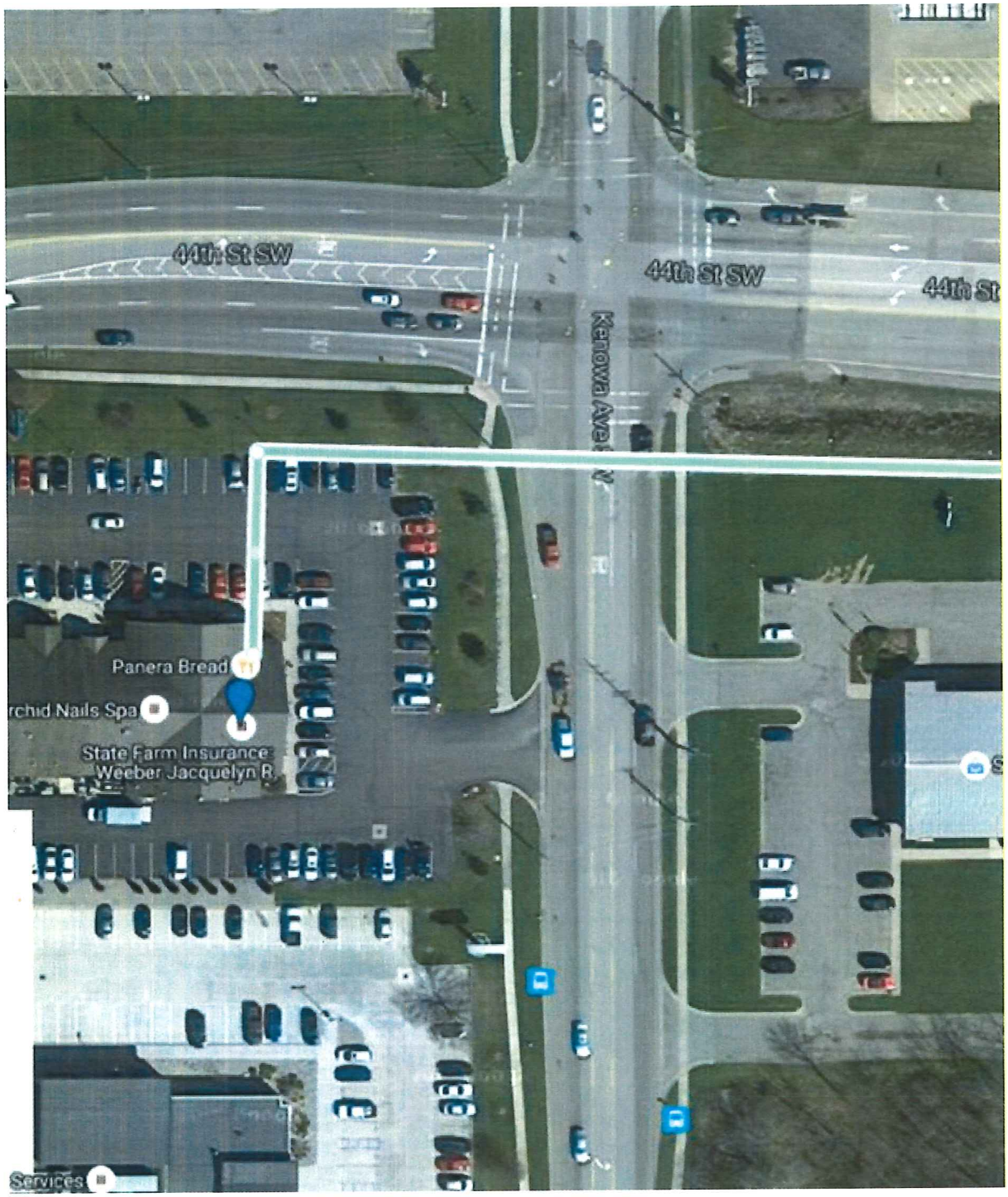
2 DESCRIPTION OF PROJECT:

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

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.

Proposed project involves underground installation of fiber optic cable inside 1.25" HPDE conduit using either methods as directional boring or trenching. The proposed route will enter the Township at Kenowa Ave SW on the south side of 44th St SW. The route will continue west until reaching our customer at 32 44th St SW.. The proposed route will be traveling by new build underground.

2.3 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).



The proposed route will enter the Township at Kenowa Ave SW on the south side of 44th St SW. The route will continue west until reaching our customer at 32 44th St SW.

2.4 Please provide an anticipated or actual construction schedule.

Would like to begin near the end of October. Construction will take approximately two weeks including restoration.

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

123.Net, Inc.

2.6 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.

123.Net, Inc.
(866) 460-3503
NOC@123.NET

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

24700 Northwestern Highway
Suite 700
Southfield, MI 48075

3.2 Location of all records and engineering drawings, if not at local office;

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;

Bill Bell
Fiber Project Manager
24700 Northwestern Highway
Suite 700

Southfield, MI 48075

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:

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.

Please see attached.

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

N/A

4 CERTIFICATION:

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

123.Net, Inc.

8/31/2016
Date

By: Elina F. Shipper
Elina F. Shipper, Esq.
123.Net General Counsel

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