

MINUTES

DRAFT

04-10-2024

Homestead Township Regular Board Meeting April 10, 2024

A regular meeting of the Homestead Township Board was called to order at 6:00 p.m. by Supervisor Tia Kurina-Cooley.

Pledge of Allegiance was said.

PRESENT BY ROLL CALL: Shannon Purchase, Tia Kurina-Cooley, Mike Mead, and Beverly Holbrook. Absent: Karen Mallon

APPROVAL OF AGENDA: Motion by Kurina-Cooley to approve agenda with the addition of Appointments to ZBA. Support: Purchase. All ayes; no nays. Motion carried.

APPROVAL OF CONSENT AGENDA: One correction to the Budget minutes. The Treasurer salary should be corrected to \$23,100. Motion by Kurina-Cooley to accept all Minutes Regular and Budget meeting and all Consent Agenda items. Support: Purchase. All ayes; no nays. Motion carried.

PUBLIC COMMENT: None.

REPORTS:

Zoning Administrator:

*Marvin reported that the permits for March and 1st part of April are equal to what we had last June, July, and August.

* He was called several times for the smoke from the property being prepared for General Dollar. AJ has stopped work on the property. He contacted Marvin and ENGLE, Benzie County Conservation District, the engineers for General Dollar have all been called to do a study of the water.

*Marvin has had 37 calls since last Thursday. People are having a hard time deciphering what is needed to build.

*He said the township is looking pretty clean. There are a couple hot spots. Having the clean-up days helps.

Assessor: Written report from Kit. She will be out of town from April 10-23. Gunnar will be available at this time. All the year-end numbers have been turned over to Benzie County and to the State Tax Commission. They are waiting for approval and will then roll-over the database for the 2024-2025 assessing cycle.

Parks:

- *Paul reported that they are ordering 15 signs through GT Land Conservancy in June.
- *The liability signs are up.
- *Shannon put the kayak launch in.
- *Opening the bathrooms this weekend.
- *Harp and the Township need to sign the contract for the Observation Deck.
- *On April 20 from 9-Noon there will be a Park cleaning and blueberry trimming

- *Shannon will open the ball park bathrooms this weekend.
- *He will get with the sprinkler system guy for his insurance and license. We need to replace some sprinkler heads.
- *Shannon presented pictures for the main ball field walls. They are unsafe. After discussion he will get complete bids needed to fix the walls. The batting cages are also in need of repair.
- *Shannon presented dual trash can set-ups with plastic trash cans. He will price.
- *He has the trail open.
- *Have 8 Men's softball teams and possibly 2 Women's.
- *Mowers: We can keep the John Deere for small jobs. The Zero Turn needs to be replaced. Tia will look into our mowing contracts as to what their duties are.

Planning Commission: Cancelled the March meeting. Next meeting is April 18 at 6:00pm. Hopefully the maps will be available.

County Commissioner:

- *The BOC approved a policy regarding Financial Hardship regarding tax foreclosure.
- *The BOC is starting the review process for the County Administrator. Her contract will be up soon and will need to be re-done.
- *We continue to re-classify the non-union employees. The Clerk's office was done at the last BOC meeting.
- *We authorized our county administrator and solid waste coordinator to discuss regionalization with our neighboring counties.
- *We are working on updating the elevator at the government center as required by the state of MI.

Fire Department: Written and received.

- * Homestead up to 78 runs in 2024.
- *The NPS did a couple of prescribed burns in the NP. Both were close to Otter Creek.
- *Need to purchase some new helmets. Have bids.
- *Wildland fire danger is High

Motion by Kurina-Cooley to accept reports as presented. Support: Purchase. All Ayes; No Nays. Motion carried.

FINANCE:

Motion by Kurina-Cooley to pay all payables as presented. Support: Holbrook
Roll Call: Mead - yes; Kurina-Cooley – yes; Purchase – yes; Holbrook - yes. Motion carried.

Budget Amendments: None

NEW/OLD BUSINESS:

Fire Millage: There was discussion on the wording but the attorney said it would be up to us to advertise that the two millages were now one. A motion was made to accept this ballot language by Kurina-Cooley. Support: Purchase Roll call: Mead – yes; Kurina-Cooley – yes; Purchase – yes; Holbrook – yes. Motion passed.

Park and Maintenance Position: Discussion on job position. Moving it to an hourly rate. Both parks are included in this position. Shannon said his son would like to look at the job description. No action was taken at this time.

ZBA Members: There is a need to fill these positions. Kurina-Cooley made a motion to appoint John Handcock, Beverly Holbrook and Adam Cooley as members of this board with terms expiring on January 2027. Support: Purchase. All Ayes. Motion passed. We will be looking for 2 alternates. Marvin will do a class presentation to refresh the board.

PUBLIC COMMENT:

Mary Haan spoke regarding the General Dollar. Several board members responded so she would understand why it is able to come into Honor. It is commercial land and if they meet the requirements they can build. At the present time there is something to be resolved. Tia Kurina-Cooley gave a very good explanation and also said that the township is working on a new Master Plan and new zoning. Pat DeLorme said that people should be attending Village meetings also.

Motion by Kurina-Cooley to Adjourn Regular Board Meeting at 7:03 pm. Support: Holbrook. All ayes. Motion carried.

I hereby certify that the minutes contained herein are the draft minutes of the April 10, 2024, Regular Board meeting. Signed herein by the Homestead Township Treasurer, acting secretary, Beverly Holbrook on this 12th day of April 2024.

Respectfully Submitted:

_____ Beverly Holbrook, Acting Secretary

PAYABLES

INVOICE REGISTER

POST DATES 04/13/2024 - 05/09/2024
 POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GEN, FOPER, FEQU, PARK, ROAD

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00000517	BRIGHTSPEED	03/22/2024	04/19/2024	152.56	0.00	Paid	Y
00000518	GFL ENVIRONMENTAL	03/31/2024	04/30/2024	162.03	0.00	Paid	Y
00000519	CONSUMERS ENERGY	03/31/2024	04/23/2024	43.18	0.00	Paid	Y
00000520	HONOR BANK	04/15/2024	04/15/2024	49,692.34	49,692.34	Open	Y
00000521	HONOR BUILDING SUPPLY	03/14/2024	04/10/2024	23.98	0.00	Paid	Y
00000522	SPECTRUM BUSINESS	04/01/2024	05/01/2024	129.99	0.00	Paid	Y
00000523	SPECTRUM BUSINESS	04/01/2024	05/01/2024	203.25	0.00	Paid	Y
00000524	BECKETT & RAEDER	03/01/2024	04/30/2024	2,094.85	0.00	Paid	Y
00000525	BS&A SOFTWARE	04/01/2024	05/01/2024	4,015.00	0.00	Paid	Y
00000526	MICHIGAN ASSESSING SERVICE INC.	05/01/2024	05/09/2024	2,042.08	2,042.08	Open	Y
00000527	BECKETT & RAEDER	04/30/2024	05/09/2024	515.13	515.13	Open	Y
00000528	ELAN FINANCIAL	04/11/2024	05/09/2024	906.00	0.00	Paid	Y
00000529	BRIGHTSPEED	04/22/2024	05/20/2024	151.14	0.00	Paid	Y
00000530	DTE ENERGY	04/10/2024	05/03/2024	285.63	0.00	Paid	Y
00000531	CONSUMERS ENERGY	04/08/2024	05/01/2024	375.73	0.00	Paid	Y
00000532	CONSUMERS ENERGY	04/08/2024	05/01/2024	28.77	0.00	Paid	Y
00000533	BS&A SOFTWARE	05/01/2024	05/30/2024	729.00	729.00	Open	Y
# of Invoices:				17	# Due:	4	
# of Credit Memos:				0	# Due:	0	
Net of Invoices and Credit Memos:				61,550.66	52,978.55		
Totals:				0.00	0.00		
Totals:				61,550.66	52,978.55		
--- TOTALS BY FUND ---							
101 GENERAL FUND				9,219.57	2,771.08		
208 PARKS AND REC FUND				2,638.75	515.13		
211 FIRE EQUIPMENT FUND				49,692.34	49,692.34		
--- TOTALS BY DEPT/ACTIVITY ---							
101 TOWNSHIP BOARD				4,921.00	0.00		
257 ASSESSOR				2,771.08	2,771.08		
265 TOWNSHIP HALL/GROUNDS				1,445.97	0.00		
334 FIRE EQUIPMENT ACTIVITIES				49,692.34	49,692.34		
567 CEMETERY				81.52	0.00		
751 PARKS AND REC				2,638.75	515.13		

FINANCIALS

CHECK REGISTER REPORT

Check Date	Bank	Check	Module	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING							
04/30/2024	GEN	11865	AP	0019	BRIGHTSPEED	APRIL 2024 SERVICE	151.14
04/30/2024	GEN	11866	AP	0133	CONSUMERS ENERGY	APRIL 2024 UTILITIES	375.73
04/30/2024	GEN	11867	AP	0028	DTE ENERGY	MARCH - APRIL SERVICE	285.63
04/30/2024	GEN	11868	AP	0211	ELAN FINANCIAL	MAR-APR 2024	906.00
Total GEN:							
Total of 4 Checks:							1,718.50
Less 0 Void Checks:							0.00
Total of 4 Disbursements:							<u>1,718.50</u>
Bank PARK PARKS AND REC ACCOUNT							
04/30/2024	PARK	1731	AP	0133	CONSUMERS ENERGY	MAR APRIL 2024 ELECTRIC	28.77
Total PARK:							
Total of 1 Checks:							28.77
Less 0 Void Checks:							0.00
Total of 1 Disbursements:							<u>28.77</u>
Total of 5 Checks:							1,747.27
Less 0 Void Checks:							0.00
Total of 5 Disbursements:							<u>1,747.27</u>

REVENUE AND EXPENDITURE REPORT

Balance As of 04/30/2024

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2024 Normal (Abnormal)	Increase (Decrease)	Activity For 04/30/2024	Balance Normal (Abnormal)	Availble 04/30/2024 (Abnormal)	% Bdgt Used
Fund: 206 FIRE MILLEAGE FUND								
Account Category: Revenues								
Department: 000								
206-000-581.000	CONTRACT INCOME	0.00	25,514.01		25,514.01	(25,514.01)		100.00
206-000-626.000	FIRE DEPT. OPERA	25,514.06	0.00	0.00	0.00	25,514.06		0.00
206-000-629.000	MILLEAGE MONEY	91,294.00	7,337.70	7,337.70	7,337.70	83,956.30		8.04
	Total Dept 000	116,808.06	32,851.71	32,851.71	32,851.71	83,956.35		28.12
Revenues								
		116,808.06	32,851.71	32,851.71	32,851.71	83,956.35		28.12
Account Category: Expenditures								
Department: 336 FIRE								
206-336-702.000	SALARIES AND WAGES	70,000.00	0.00	0.00	0.00	70,000.00		0.00
206-336-711.000	INSURANCE	12,000.00	0.00	0.00	0.00	12,000.00		0.00
206-336-726.000	CLOTHING	750.00	0.00	0.00	0.00	750.00		0.00
206-336-727.000	OFFICE SUPPLIES	3,000.00	0.00	0.00	0.00	3,000.00		0.00
206-336-727.002	SUPPLIES PPE	15,000.00	0.00	0.00	0.00	15,000.00		0.00
206-336-801.001	PHYSICALS	4,500.00	0.00	0.00	0.00	4,500.00		0.00
206-336-803.000	DUES AND SUBSCRIPTIONS	2,000.00	0.00	0.00	0.00	2,000.00		0.00
206-336-860.000	FUEL	3,000.00	246.86	246.86	246.86	2,753.14		8.23
206-336-862.000	INCIDENT SUPPORT	1,000.00	0.00	0.00	0.00	1,000.00		0.00
206-336-930.000	MAINT. AND REPAIR	1,500.00	0.00	0.00	0.00	1,500.00		0.00
206-336-931.000	VEHICLE REPAIR	7,500.00	0.00	0.00	0.00	7,500.00		0.00
206-336-931.001	RADIO REPAIR	1,500.00	0.00	0.00	0.00	1,500.00		0.00
206-336-932.000	EQUIPMENT REPAIR	1,500.00	0.00	0.00	0.00	1,500.00		0.00
206-336-955.000	EDUCATION/TRANS/MILES	1,000.00	0.00	0.00	0.00	1,000.00		0.00
206-336-955.001	MILEAGE	1,500.00	0.00	0.00	0.00	1,500.00		0.00
	Total Dept 336 - FIRE	125,750.00	246.86	246.86	246.86	125,503.14		0.20
Department: 850 OTHER FUNCTIONS								
206-850-710.000	PAYROLL TAXES	7,000.00	0.00	0.00	0.00	7,000.00		0.00
	Total Dept 850 - OTHER FUNCTIONS	7,000.00	0.00	0.00	0.00	7,000.00		0.00
Expenditures								
		132,750.00	246.86	246.86	246.86	132,503.14		0.19
Fund 206 - FIRE MILLEAGE FUND:								
TOTAL REVENUES		116,808.06	32,851.71	32,851.71	32,851.71	83,956.35		
TOTAL EXPENDITURES		132,750.00	246.86	246.86	246.86	132,503.14		
NET OF REVENUES & EXPENDITURES:		(15,941.94)	32,604.85	32,604.85	32,604.85	(48,546.79)		

REVENUE AND EXPENDITURE REPORT

Balance As Of 04/30/2024

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2024 Normal (Abnormal)	Increase	Activity For 04/30/2024 (Decrease)	Balance Normal (Abnormal)	Avai]able 04/30/2024 (Abnormal)	% Bdgt Used
Fund: 211 FIRE EQUIPMENT FUND								
Account Category: Revenues								
Department: 000								
211-000-402.000	CURRENT PROPERTY TAXES	45,632.00	0.00		0.00		45,632.00	0.00
211-000-411.000	DELINQUENT PROP TAXES	0.00	3,667.54		3,667.54		(3,667.54)	100.00
211-000-677.000	CONTRACT INCOME	12,750.00	12,757.00		12,757.00		(7.00)	100.05
	Total Dept 000	58,382.00	16,424.54		16,424.54		41,957.46	28.13
	Revenues	58,382.00	16,424.54		16,424.54		41,957.46	28.13
Account Category: Expenditures								
Department: 334 FIRE EQUIPMENT ACTIVITIES								
211-334-991.000	DEBT SERVICE - PRINCIPAL	43,736.27	49,692.34		49,692.34		(5,956.07)	113.62
	Total Dept 334 - FIRE EQUIPMENT ACTIVITIES	43,736.27	49,692.34		49,692.34		(5,956.07)	113.62
	Expenditures	43,736.27	49,692.34		49,692.34		(5,956.07)	113.62
Fund 211 - FIRE EQUIPMENT FUND:								
	TOTAL REVENUES	58,382.00	16,424.54		16,424.54		41,957.46	
	TOTAL EXPENDITURES	43,736.27	49,692.34		49,692.34		(5,956.07)	
	NET OF REVENUES & EXPENDITURES:	14,645.73	(33,267.80)		(33,267.80)		47,913.53	

REVENUE AND EXPENDITURE REPORT

Balance AS of 04/30/2024

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2024 Normal (Abnormal)	Increase	Activity For 04/30/2024 (Decrease)	Balance Normal (Abnormal)	Available 04/30/2024 (Abnormal)	% Bdgt Used
Report Totals:								
	TOTAL REVENUES - ALL FUNDS	175,190.06	49,276.25		49,276.25	125,913.81		
	TOTAL EXPENDITURES - ALL FUNDS	176,486.27	49,939.20		49,939.20	126,547.07		
	NET OF REVENUES & EXPENDITURES:	(1,296.21)	(662.95)		(662.95)	(633.26)		

TRIAL BALANCE REPORT
Balance As Of 04/30/2024

GL Number	Description	Balance	
		Debit Normal	Credit Normal
		04/30/2024	04/30/2024
		(Abnormal)	(Abnormal)
Fund: 101 GENERAL FUND			
Account Category: Assets			
Department: 000			
101-000-001.000	CASH - CHECKING	137,375.02	
101-000-003.000	CD-CENTRAL STATE BANK	80,664.56	
101-000-003.001	CD 150001711 HONOR BANK	125,000.00	
101-000-026.000	TAXES RECEIVABLE-DELINQ		539.21
101-000-084.000	DUE FROM OTHER GOVERNMTS	42,261.65	
101-000-084.206	DUE FROM FIRE	39,196.68	
101-000-084.703	DUE FROM TAX	2,361.32	
101-000-123.000	PREPAID EXPENSE	6,997.17	
Total Department 000:		433,856.40	539.21
Assets		433,856.40	539.21
Account Category: Liabilities			
Department: 000			
101-000-202.000	ACCOUNTS PAYABLE		7,890.08
101-000-214.206	DUE TO FIRE FUND		22,489.98
101-000-214.211	DUE TO FIRE EQUIPMENT	14,434.44	
101-000-228.000	MICHIGAN WITHHOLDING		6,203.62
101-000-229.000	FEDERAL W/H	8,608.40	
101-000-229.001	FICA PAYABLE		17,094.32
101-000-231.000	PAYROLL LIABILITIES		510.14
101-000-257.000	ACCRUED WAGES		11,224.25
101-000-339.000	DEFERRED REVENUE		436.69
Total Department 000:		23,042.84	65,849.08
Liabilities		23,042.84	65,849.08
Account Category: Fund Equity			
Department: 000			
101-000-389.000	RETAINED EARNINGS		481,814.21
101-000-390.000	FUND BALANCE		141,152.58
101-000-399.000	UNRECONCILED ADJUSTMENTS	381.68	
Total Department 000:		381.68	622,966.79
Fund Equity		381.68	622,966.79
Account Category: Revenues			
Department: 000			
101-000-411.000	DELINQUENT PROP TAXES		2,076.86
101-000-447.000	PTAF'S		10,991.85
101-000-476.000	LICENSES AND PERMITS		110.00
Total Department 000:		0.00	13,178.71
Revenues		0.00	13,178.71
Account Category: Expenditures			
Department: 101 TOWNSHIP BOARD			
101-101-801.000	PROFESSIONAL SERVICES	4,015.00	
101-101-803.000	DUES AND SUBSCRIPTIONS	906.00	
Total Department 101:		4,921.00	0.00
Department: 257 ASSESSOR			
101-257-702.000	SALARIES AND WAGES	4,084.16	
101-257-727.000	OFFICE SUPPLIES	729.00	
Total Department 257:		4,813.16	0.00
Department: 265 TOWNSHIP HALL/GROUNDS			
101-265-850.000	TELEPHONE	636.94	
101-265-920.000	UTILITIES	809.03	
101-265-930.000	MAINT. AND REPAIR	365.00	
Total Department 265:		1,810.97	0.00
Department: 567 CEMETERY			
101-567-920.000	UTILITIES	57.54	
101-567-930.000	MAINT. AND REPAIR	23.98	
101-567-956.000	SEASONAL MOWING AND PLOWING	600.00	
Total Department 567:		681.52	0.00
Department: 701 PLANNING/ZONING			
101-701-702.000	SALARIES AND WAGES	80.00	
101-701-707.000	ZA CONTRACT WAGES	3,166.00	

TRIAL BALANCE REPORT
Balance As of 04/30/2024

GL Number	Description	Balance Debit 04/30/2024 Normal (Abnormal)	Balance Credit 04/30/2024 Normal (Abnormal)
Fund: 101 GENERAL FUND			
Account Category: Expenditures			
Department: 701 PLANNING/ZONING			
	Total Department 701:	3,246.00	0.00
Department: 850 OTHER FUNCTIONS			
	101-850-710.000 PAYROLL TAXES	6.12	
	Total Department 850:	6.12	0.00
	Expenditures	15,478.77	0.00
	Total Fund 101:	472,759.69	702,533.79
	+ DEFICIENCY OF REVENUES/EXPENDITURES - 23-24	229,774.10	0.00
		702,533.79	702,533.79

TRIAL BALANCE REPORT
Balance As of 04/30/2024

GL Number	Description	Debit 04/30/2024 Normal (Abnormal)	Balance Credit 04/30/2024 Normal (Abnormal)
Fund: 202 ROAD FUND			
Account Category: Assets			
Department: 000			
202-000-001.000	CASH - CHECKING	174,954.08	
	Total Department 000:	<u>174,954.08</u>	<u>0.00</u>
	Assets	<u>174,954.08</u>	<u>0.00</u>
Account Category: Fund Equity			
Department: 000			
202-000-391.000	UNRESTRICTED NET ASSETS		157,151.10
	Total Department 000:	<u>0.00</u>	<u>157,151.10</u>
	Fund Equity	<u>0.00</u>	<u>157,151.10</u>
Total Fund 202:		<u>174,954.08</u>	<u>157,151.10</u>
+ NET OF REVENUES/EXPENDITURES - 23-24		<u>0.00</u>	<u>17,802.98</u>
		<u>174,954.08</u>	<u>174,954.08</u>

TRIAL BALANCE REPORT
Balance As of 04/30/2024

GL Number	Description	Debit Normal (Abnormal)	Balance 04/30/2024 Normal (Abnormal)	Credit 04/30/2024 Normal (Abnormal)
Fund: 206 FIRE MILLEAGE FUND				
Account Category: Assets				
Department: 000				
206-000-001.000	CASH - CHECKING		243,377.87	
206-000-019.000	TAXES RECEIVABLE			1,725.59
206-000-084.703	DUE FROM TAX			3.85
206-000-123.000	PREPAID EXPENSE		3,599.67	
Total Department 000:			246,977.54	1,729.44
Assets			246,977.54	1,729.44
Account Category: Liabilities				
Department: 000				
206-000-202.000	ACCOUNTS PAYABLE			246.86
206-000-214.101	DUE TO GENERAL			55,044.64
206-000-257.000	ACCRUED WAGES			3,723.98
Total Department 000:			0.00	59,015.48
Liabilities			0.00	59,015.48
Account Category: Fund Equity				
Department: 000				
206-000-390.000	FUND BALANCE			185,519.63
Total Department 000:			0.00	185,519.63
Fund Equity			0.00	185,519.63
Account Category: Revenues				
Department: 000				
206-000-581.000	CONTRACT INCOME			25,514.01
206-000-629.000	MILLEAGE MONEY			7,337.70
Total Department 000:			0.00	32,851.71
Revenues			0.00	32,851.71
Account Category: Expenditures				
Department: 336 FIRE				
206-336-860.000	FUEL		246.86	
Total Department 336:			246.86	0.00
Expenditures			246.86	0.00
Total Fund 206:			247,224.40	279,116.26
+ DEFICIENCY OF REVENUES/EXPENDITURES - 23-24			31,891.86	0.00
			279,116.26	279,116.26

TRIAL BALANCE REPORT
Balance As of 04/30/2024

GL Number	Description	Balance Debit 04/30/2024 Normal (Abnormal)	Balance Credit 04/30/2024 Normal (Abnormal)
Fund: 208 PARKS AND REC FUND			
Account Category: Assets			
Department: 000			
208-000-001.000	CASH - CHECKING		7,077.34
	Total Department 000:	0.00	7,077.34
	Assets	0.00	7,077.34
Account Category: Liabilities			
Department: 000			
208-000-202.000	ACCOUNTS PAYABLE		780.13
	Total Department 000:	0.00	780.13
	Liabilities	0.00	780.13
Account Category: Fund Equity			
Department: 000			
208-000-389.000	RETAINED EARNINGS		45,696.29
	Total Department 000:	0.00	45,696.29
	Fund Equity	0.00	45,696.29
Account Category: Expenditures			
Department: 751 PARKS AND REC			
208-751-804.000	PRP:PHASE 4 DESIGN & ENGINEERING	2,609.98	
208-751-920.000	UTILITIES	28.77	
	Total Department 751:	2,638.75	0.00
	Expenditures	2,638.75	0.00
Total Fund 208:		2,638.75	53,553.76
+ DEFICIENCY OF REVENUES/EXPENDITURES - 23-24		50,915.01	0.00
		53,553.76	53,553.76

TRIAL BALANCE REPORT
Balance As of 04/30/2024

GL Number	Description	Balance Debit 04/30/2024 Normal (Abnormal)	Balance Credit 04/30/2024 Normal (Abnormal)
Fund: 211 FIRE EQUIPMENT FUND			
Account Category: Assets			
Department: 000			
211-000-001.000	CASH - CHECKING	92,387.42	
211-000-019.000	TAXES RECEIVABLE		862.32
211-000-084.101	DUE FROM GENERAL	13,025.00	
211-000-084.703	DUE FROM TAX	0.72	
Total Department 000:		105,413.14	862.32
Assets		105,413.14	862.32
Account Category: Liabilities			
Department: 000			
211-000-202.000	ACCOUNTS PAYABLE		49,692.34
211-000-214.101	DUE TO GENERAL		25,702.10
Total Department 000:		0.00	75,394.44
Liabilities		0.00	75,394.44
Account Category: Fund Equity			
Department: 000			
211-000-390.000	FUND BALANCE	1,409.80	
211-000-391.000	UNRESTRICTED NET ASSETS		45,554.51
Total Department 000:		1,409.80	45,554.51
Fund Equity		1,409.80	45,554.51
Account Category: Revenues			
Department: 000			
211-000-411.000	DELINQUENT PROP TAXES		3,667.54
211-000-677.000	CONTRACT INCOME		12,757.00
Total Department 000:		0.00	16,424.54
Revenues		0.00	16,424.54
Account Category: Expenditures			
Department: 334 FIRE EQUIPMENT ACTIVITIES			
211-334-991.000	DEBT SERVICE - PRINCIPAL	49,692.34	
Total Department 334:		49,692.34	0.00
Expenditures		49,692.34	0.00
Total Fund 211:		156,515.28	138,235.81
+ NET OF REVENUES/EXPENDITURES - 23-24		0.00	18,279.47
		156,515.28	156,515.28

TRIAL BALANCE REPORT
Balance As of 04/30/2024

GL Number	Description	Debit Normal (Abnormal)	Balance 04/30/2024 Normal (Abnormal)	Credit Normal (Abnormal)	Balance 04/30/2024 Normal (Abnormal)
Fund: 703 TAX FUND					
Account Category: Assets					
Department: 000					
703-000-001.000	CASH - CHECKING		682,109.46		
	Total Department 000:		<u>682,109.46</u>		<u>0.00</u>
	Assets		<u>682,109.46</u>		<u>0.00</u>
Account Category: Liabilities					
Department: 000					
703-000-202.000	ACCOUNTS PAYABLE			21,353.52	
703-000-274.000	UNDISTRIBUTED TAX COLLECTIONS	1,822,450.25			
703-000-275.000	DUE TO TAYPAYERS	539.02			
703-000-277.000	VOIDED CHECK	2.59			
	Total Department 000:		<u>1,822,991.86</u>		<u>21,353.52</u>
	Liabilities		<u>1,822,991.86</u>		<u>21,353.52</u>
Account Category: Fund Equity					
Department: 000					
703-000-389.000	RETAINED EARNINGS		24,995.53		
703-000-390.000	FUND BALANCE			1,838,273.01	
	Total Department 000:		<u>24,995.53</u>		<u>1,838,273.01</u>
	Fund Equity		<u>24,995.53</u>		<u>1,838,273.01</u>
Account Category: Revenues					
Department: 000					
703-000-407.000	WINTER TAX		19,574.90		
	Total Department 000:		<u>19,574.90</u>		<u>0.00</u>
	Revenues		<u>19,574.90</u>		<u>0.00</u>
	Total Fund 703:		<u>2,549,671.75</u>		<u>1,859,626.53</u>
	+ NET OF REVENUES/EXPENDITURES - 23-24		0.00		690,045.22
			<u>2,549,671.75</u>		<u>2,549,671.75</u>
	Total All Funds		<u>3,603,763.95</u>		<u>3,190,217.25</u>
	+ DEFICIENCY OF REVENUES/EXPENDITURES - 23-24		312,580.97		726,127.67
			<u>3,916,344.92</u>		<u>3,916,344.92</u>

METRO ACT

**CHERRY CAPTIAL
COMMUNICATIONS**

**METRO Act Permit Application Form
Revised February 2, 2015**

Name of Local Unit of Government
Homestead Township, Benzie County, State of Michigan

**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

**Cherry Capital Connection, LLC
("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: -- Electronic copies sent to the clerk and one master copy delivered to the Homestead Township offices: The packet delivered to the Homestead Township offices will contain the \$500 check.

Homestead Township
11508 Honor Hwy,
Honor, MI 49640
231-325-6772

Name of local unit of government
Homestead Township, Benzie County, State of Michigan

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

By
**Cherry Capital Connection, LLC
("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: 04/26/2024

1.2 Applicant's legal name: Cherry Capital Connection, LLC
Mailing Address: P.O. Box 866
Elk Rapids, MI 49629

Telephone Number: 231-264-9970
Fax Number: 231-264-9945
Corporate website: www.cherrycapitalcommunications.com

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

Mailing Address Levi Schrepfer - COO
P.O. Box 866
Elk Rapids, MI 49629

Telephone Number: 989-413-1874
Fax Number: 231-264-9945
E-mail Address: levi@cccfiber.com

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: **Cherry Capital Communications**

1.5 Description of Entity:

CLEC providing High Speed Internet access and telephone services.

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

1.5.2 Date of incorporation/formation; **03/20/2007**

1.5.3 If a subsidiary, name of ultimate parent company; **N/A**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities). **Single shareholder – Tim Maylone CEO, Justin Maylone – COO ISP, Levi Schrepfer – COO OSP**

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.

MPSC case number: U-20474 CLEC license, ITSP filing is online.

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.

MPSC case number: U-20474 CLEC license, ITSP filing is online.

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.
CLEC

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.

CLEC

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.

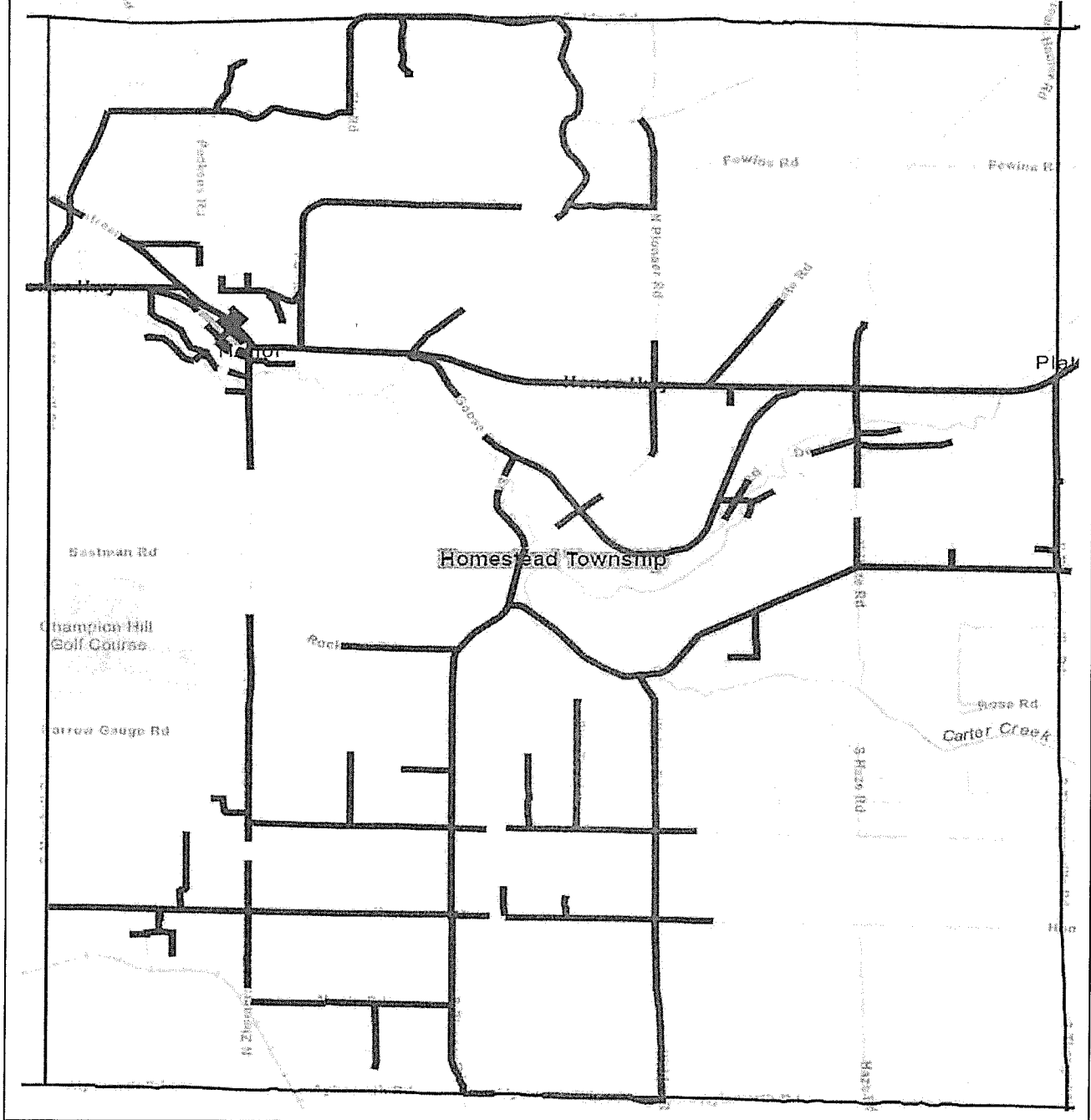
Fiber to the Home to provide High Speed internet access and telephone services to each household along the planned routes and future routes within Homestead Township limits.

2.3 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).

Anticipated to construct all areas required to reach all unserved and underserved households along the planned build route. The timeline to complete the current planned township build is at the end of the year 2026. Updates will be provided as available. Anticipate underground per municipal guidelines. A high-level overview of the routes is provided in image 2.3.1. Details will be included in the required municipal right of way permit applications.

Image 2.3.1

Purple = Proposed Fiber Route



2.4 Please provide an anticipated or actual construction schedule.

Construction begins dependent on required permitting from local municipalities and will proceed at a pace until required service locations are connected. Project activities, staking, survey, construction, and connecting will begin May 2024 and will continue through the end of 2026. The side of the road construction will occur, and road crossings identified will be documented in the state and municipal permitting process. What side of the road is determined by existing utilities and geographical challenges. Copies of the stacking sheet provided to the state and municipalities during the permitting process will be provided concurrent with the state and municipal right of way permit application.

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

Cherry Capital Connection, LLC

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.

Cherry Capital Connection, LLC will maintain, contact through Miss dig and permitting through MCRC.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office:

95 Lake Street Elk Rapids, MI 49629

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

95 Lake Street Elk Rapids, MI 49629

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; Tim Maylone – 231-735-0451 tim@cccfiber.com CEO, Justin Maylone – 616-970-7008 jmaylone@cccfiber.com – COO ISP, Levi Schrepfer – COO OSP 989-413-1874 Levi@cccfiber.com.

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 enclosed documents. Once approved an updated insurance certificate will be provided.

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.

Cherry Capital Connection, LLC

Team Fick Underground

Fiber North

Miss Dig (flagging and survey)

Others construction companies contracted through CCC have yet to be determined.

Each contractor will provide the township with an insurance rider prior to starting construction activities in the ROW.

4 CERTIFICATION:

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

NAME OF ENTITY (“APPLICANT”)

Cherry Capital Connection, LLC

By: _____

Print Name: **Timothy Maylone**

Title: **CEO**

Date 4/26/2024



Cherry Capital Connection, LLC

Modern Local Telephone Company

www.cccfiber.com

Homestead Township, Benzie County, State of Michigan

Homestead Township

11508 Honor Hwy,

Honor, MI 49640

231-325-6772

Metro Act application.

Cherry Capital Connection, LLC (CCC) respectfully asks that the township approve our Metro Act application and issue a long-term Bilateral agreement for use of all township roads right of way. The Metro Act permit is the fiber (telecommunications) of a cable franchise agreement that the state has created for the telecommunication industry. When the agreement is issued you will file with the state and send CCC a signed copy. The Township as owners of the roads is allowing CCC to use the township roads right of way. Your County Road Commission (CRC) will issue the construction permits.

CCC on an annual basis will report to the state the miles of fiber constructed in your township for the state to determine fees. This may be a new process for you. Following includes links that may help you with this process:

We will share what our legal counsel shared with us as a guide. MUNI refers to township or Village etc. that own the road right of way.

“CCC needs to apply in every township, village, and town/city that CCC passes through.

However, if the village is not incorporated – meaning that it does not have its own board but rather everything goes through the township – you don’t need a permit from that entity.

There is page on the MPSC’s website that you should look at:

https://www.michigan.gov/mpsc/0,9535,7-395-93309_93439_93464_94128_94129---,00.html

You will see that there is a link to the Application that you should submit:

https://www.michigan.gov/documents/mpsc/METRO_Act_Permit_Application_Form2_1_15_480_928_7.pdf

The township has 45 days from the date application is received to issue a permit.

Included with this cover letter is the **metro act application**, copy of our CLEC designation, an insurance rider, a map of our initial effort in the township and payment of the \$500 metro act application fee. Our goal is to deliver Fiber to all serviceable locations within your township. To reach this goal CCC will construct fiber along all township roads required. CCC will provide an updated Insurance rider every year until the portions of the project that utilizes township roads are completed.

We look forward to your review and approval.

Cherry Capital Connection, LLC

Levi Schrepfer - COO

P.O. Box 866

Elk Rapids, MI 49629

989-413-1874

levi@cccfiber.com



Cherry Capital Connection, LLC

Modern Local Telephone Company

www.cccfiber.com

Municipalities should notify the Michigan Public Service Commission (MPSC) of permit approvals/denials. A letter or email indicating the following details of the permit should be included:

1. Who the permit is with
2. Date of application
3. Date of approval/denial
4. Whether the permit is unilateral or bilateral
5. Contact person for the municipality with phone number and email address

The letter or email should be sent to the attention of:

Mr. Ryan McAnany, Director
Telecommunications Division
Michigan Public Service Commission
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909
LARA-MPSCMetro@michigan.gov

**METRO Act Permit
Bilateral Form
Revised 12/06/02 and 11/05/2021.**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT
Homestead Township, Benzie County, State of Michigan**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Cherry Capital Connection, LLC organized under the laws of the State of Michigan whose address is 95 Lake P.O. Box 866 Elk Rapids, MI 49629.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Supervisor 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 Homestead 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 can 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 to the extent Municipality can grant the rights set forth herein. Initial road 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 the Manager on a request for a modification may be appealed by the Company to Municipality's legislative body.
- 2.2 Overlapping. The 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 95 Lake Street P.O. Box 866 Elk Rapids, MI 49629, tim@cccfiber.com, 231-264-9970, Tim Maylone - CEO.
- 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 P.O. Box 866 Elk Rapids, MI 49629, levi@cccfiber.com, 989-413-1874, Levi Schrepfer - COO.

- 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 P.O. Box 866 Elk Rapids, MI 49629, levi@cccfiber.com, 989-413-1874, Levi Schrepfer - COO.
- 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 P.O. Box 866 Elk Rapids, MI 49629, levi@cccfiber.com, 989-413-1874, Levi Schrepfer. jmaylone@cccfiber.com, 231-264-9970, Justin Maylone.
- 3.1.5 Company shall always 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. 989-413-1874 - 231-735-0451 - 616-970-7008 and miss dig.
- 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 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 or Web site to obtain assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground (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 or place fiber in conduit; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number or web site indicating that there is buried telephone cable below. Bored or 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 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 or web site.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way 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, 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 claim 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 of more than \$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 five (5) 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 **does not** 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, to Homestead Township 11508 Honor Hwy, Honor, MI 49640 with a copy to _____

12.1.2 If to Company, to Cherry Capital Connection, LLC P.O. Box 866 Elk Rapids, MI 49629 and copies to CCC 7781 Cram Rd, Williamsburg, MI 49690.

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.

Homestead Township

11508 Honor Hwy,
Honor, MI 49640
231-325-6772

Attest:

By: _____
Clerk

By: _____
Its: _____
Date: _____

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

Cherry Capital Connection, LLC
95 Lake Street
P.O. Box 866
Elk Rapids, MI 49629

By: Timothy G Maylone
Its: CEO
Date:

Exhibit B
Bond
Not Required



Homestead Township Clerk <homesteadtwpdclerk@gmail.com>

Homestead Township - Cherry Capital - METRO Act Permit

2 messages

Ischrepfer@cccfiber.com <Ischrepfer@cccfiber.com>

Tue, Apr 30, 2024 at 3:49 PM

To: clerk@homesteadtwp.com, homesteadtwpdclerk@gmail.com, supervisor@homesteadtwp.com

Hi Karen,

It was nice talking with you and thank you for working with Tia to get me on the agenda. The METRO Act application and bilateral agreement is attached. Please distribute this to the township board as needed so we can review on the 8th. I will bring a copy of the agreement, application signed by our owner and the \$500 check for the application fee. I am looking forward to meeting you all and introducing Cherry Capital.

Thank you,



Levi Schrepfer
Chief Operations Officer
<https://www.cherrycapitalcommunications.com>
Mobile: 989-413-1874
Email: Levi@cccfiber.com

4 attachments

- Bilateral_Permit_Homestead Township.pdf**
221K
- Certificate.pdf**
103K
- Cover Letter Metro Act Application - Homestead Township.pdf**
112K
- METRO_Act_Permit_Application_Form_Homestead Township.pdf**
285K

Homestead Township Clerk <homesteadtwpdclerk@gmail.com>

Tue, Apr 30, 2024 at 6:39 PM

To: Ischrepfer@cccfiber.com

Cc: clerk@homesteadtwp.com, supervisor@homesteadtwp.com

Got it!

Karen

Karen Mallon, Clerk

4/30/24, 6:40 PM

Gmail - Homestead Township - Cherry Capital - METRO Act Permit

Homestead Township

[Quoted text hidden]



Benzie County Road Commission
11318 Main Street
PO Box 68
Honor, MI 49640

Email: Benziecrc@benzieroad.net
Phone: (231) 325-3051
Fax: (231) 325-2767
Website: www.BenzieCRC.org

Your Local Road Professionals

Date: April 15, 2024

To: Homestead Township
Zoning
11508 Honor Hwy – PO Box 315
Honor, MI 49640

Applicant: Peter Faber
7000 Windcraft
Grand Rapids MI 49546

RE: Parent Parcel #10-07-017-017-00

Road: Marshall Dr.

The above-named applicant requested we review the afore-mentioned parcel for 11 proposed parcels, to determine if access is available in accordance with Section 102 (j) of Act 288 of 1967, as amended. We base our determination upon a field review of the parcels as shown on the attached certificate of survey or tentative parcel map.

Yes, the proposed parcels(s) have adequate sight distance, and meet the current Benzie County Road Commission requirements for land division access.

Yes, the Benzie County Road Commission would recommend this proposed land division be approved with the following conditions:

Lots A-E will have access only off of the private road. Lots F and G will be able to access Marshall rd. Lots I, J, and K will have access to Eastman road. Lot H can access either Marshall or Eastman. All driveways must be located in the safest location with adequate sight distance for the posted speed limit and all driveways must meet current standards and specifications.

Tha or is not intended as an approval for any driveway permits to this site, which is a separate application process. Driveway permit applications are available at the Road Commission offices at 11318 Main Street, Honor or on our website. Should you have any comments or questions concerning this matter, please contact us at your earliest convenience.

Respectfully,
Benzie County Road Commission

Field Review By: *Syler Machin*

Date: 4-30-24