

AGENDA
HAYES TOWNSHIP BOARD OF TRUSTEES
7:00p.m. February 13, 2023
Hayes Township Hall
9195 Major Douglas Sloan Road
Charlevoix, Michigan 49720
ZOOM

1. Call to Order
2. Pledge of Allegiance
3. Review and Approval of Agenda
4. Public Comments
5. Approval of Regular Meeting Minutes of January 9, 2023
6. Treasurers Report
7. Clerks Report: Approval of Warrants
8. Reports: County Commissioner, Zoning Administrator, Planning Commission, Zoning Board of Appeals, Parks and Recreation, Trustee's, and Supervisor Reports.

NEW BUSINESS

9. HABITEC Contract
10. FOIA Policy
11. Kozma FOIA fee appeal
12. Employee Review
13. Public Comment
14. Board of Trustee Comment

ADJOURN MEETING

To best facilitate a hybrid meeting (in person as well as ZOOM) for the public, please adhere to the following guidelines:

In person attendance

1. Doors to the hall will open at 6:45 pm
2. Please voluntarily provide a name for the record
3. Please hold all comments until the appropriate designated public comment agenda item
4. To maintain an orderly meeting while providing opportunity for the public to be heard, Deputy Clerk will call names in appropriate order
5. We ask that you voluntarily state your name for the record
6. Direct all comments to the BOT
7. Keep comments brief and to the point (3 minutes per person); deputy clerk will advise when time is up
8. Do not speak while others are speaking
9. Minutes may not be yielded to other speakers
10. Be respectful- abusive language will not be tolerated.

Via ZOOM attendance

1. Upon signing into the meeting, please voluntarily provide a name for the record
2. All ZOOM participants will be admitted from the waiting room prior to the start of the meeting
3. All ZOOM participants will remain muted until called on during the appropriate designated public comment agenda item
4. Please raise your hand to be called on during public comments: to raise your hand ZOOM click the “raise hand” (In the Participation tab or the More tab)
5. Direct all comments to the BOT
6. Keep comments brief and to the point (3 minutes per person); participant will be muted at 3 minutes
7. Minutes may not be yielded to other speakers.
8. Be respectful- abusive language will not be tolerated.
9. If you have technical difficulties please private chat the host

HAYES TOWNSHIP
BOARD OF TRUSTEES REGULAR MEETING
JANUARY 9TH, 2023, 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 838 1776 8129

The January 9th, 2023, meeting of the Hayes Township Board was called to order by Supervisor Ron VanZee at 7:00 pm.

Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug Kuebler (Trustee), Kristin Baranski (Clerk), April Hilton (Deputy Clerk/Recording Secretary), and Ron VanZee (Supervisor).

Audience Members signed in: Ellis Boal, LuAnne Kozma, David Zipp, Bob Jess, Bruce Deckinga, Kim Fary, Janet Simon, Betty Henne, Roy Griffiths and Jacob Bunting.

CALL TO ORDER

Supervisor Ron VanZee called the meeting to order at 7:00 pm.

PLEDGE OF ALLEGIANCE

REVIEWED & APPROVED AGENDA

Mr. Kuebler made a motion, supported by Mr. Cunningham, to approve the agenda as presented.

Yays: Matt Cunningham, Julie Collard, Doug Kuebler, Ron VanZee, and Kristin Baranski.

Nays: None Motion Carried

PUBLIC COMMENTS UNRELATED TO AGENDA ITEMS

Public comment opened and closed at 7:02.

Comments included:

- Resident made comment informing the board the Zoning Administrator report was not in the packet and would like to see more information presented to the public in the zoning administrator report. Also inquired about the Parker Harvey invoices billed to the Township.
- Resident informed the Board of Trustees there is only two parking spots for Bayshore Park, as well as other concerns.

Closed at 7:08

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APPROVAL OF DECEMBER 12TH, 2022 BOT MINUTES

Mr. Kuebler made a motion, supported by Ms. Baranski to approve the December 12th, 2022, Board of Trustees minutes as corrected.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

TREASURERS REPORT

Ms. Collard presented a written report reporting all Hayes Township account balances.

CLERKS REPORT: APPROVAL OF WARRANTS

Treasurer, Ms. Baranski, presented the warrants in the amount of \$25,858.99.

Mr. Kuebler made a motion, supported by Ms. Baranski, to approve Township warrants in the amount of \$25,858.99. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, Doug Kuebler, Ron VanZee, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Mr. Kuebler to approve the Construction invoices for the EMS building for \$161,010.30. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, Doug Kuebler, Ron VanZee, and Kristin Baranski.

Nays: None **Motion Carried**

COUNTY COMMISSIONER REPORT

Mr. Jess presented an oral County Commissioner report.

PARKS AND REC. REPORT

Ms. Collard presented the Parks and Rec. Report, full report is available at the Township Hall.

Next meeting scheduled for February 6th, 2022 at 6pm.

TRUSTEE:

Mr. Cunningham reported he appreciates the Hayes Township Newsletter and believes it's a great idea to correspond with the public.

Ms. Baranski informed the Board that Sexton will start having reports at the regular Board of Trustee meetings.

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PLANNING COMMISSION

Mr. Cunningham presented Planning Commission report. The next Planning Commission meeting is January 17th, 2023.

ZONING BOARD OF APPEALS

Meeting scheduled on January 11th, 2023, at 10am for a reconstruction meeting.

ZONING ADMINISTRATOR REPORT

Ron VanZee presented a written Zoning Administrator Report.

SUPERVISOR REPORT:

Mr. VanZee presented an oral Supervisor Report.

2023 MARCH BOARD OF REVIEW DATES:

March 7th, 2023, at 1pm set for the Organizational meeting.

March 13th 2023, 3pm-9pm.

March 15th 2023, 9am-3pm.

Mr. Kuebler made a motion, supported by Mr. Cunningham to approve the 2023 March Board of Review dates as presented.

Yeas: Matt Cunningham, Julie Collard, Doug Kuebler, Ron VanZee, and Kristin Baranski.

Nays: None **Motion Carried**

ASSEST TEST RESOLUTION:

TOWNSHIP OF HAYES
Resolution No. 01092023 C

At a regular meeting of the Hayes Township Board held at the Hayes Township Hall
09195 Major Douglas Sloan Road, Charlevoix, Michigan 49720 on January 9, 2023.

Present: Supervisor Ron VanZee, Treasurer Julie Collard, Clerk Kristin Baranski, Trustee

Matt Cunningham, Trustee Doug Kuebler

Absent: None

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The following resolution was made by Ms. Collard and supported by Ms. Baranski, to-wit:

ASSET LEVEL TEST

WHEREAS PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test.

WHEREAS an asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test is calculated based on a maximum amount permitted and all other assets above that is considered as available;

WHEREAS the homestead of persons, who in the judgment of the board of review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL 211.7u); and

WHEREAS pursuant to PA 390, 1994 Hayes Township, Charlevoix County adopts the following guidelines for the board of review to implement. The asset level test shall include but not be limited to the specific income of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

1. Be an owner of and occupy as a homestead the property for which an exemption is requested.
 2. File a claim with the board of review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year.
 3. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
 4. Meet the Federal poverty income standards as defined and determined annually by the United States Office of Management and Budget.
 5. Provide a list of asset valuations, including cash on hand, fixed assets, and any other property that could be used, or converted to cash for use in the payment of property taxes.
 6. The board of review shall not include the homesteaded property to calculate the asset level.
 7. If the combined total of cash on hand, fixed assets, and any other property values exceed the Federal Poverty Guidelines by one (1) times no exemption is allowed
- NOW, THEREFORE, BE IT RESOLVED the board of review shall follow the above

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Application Resolution

Resolution NO. 01092023b

Whereas, Julie Collard, Treasurer of Hayes Township, has the authority to purchase and make arrangements with a local professional contractor to install a water station at Hayes Township Park Camp Sea Gull; and

Whereas Julie Collard is requesting a \$10,000.00 appropriation from the Charlevoix County Board of Commissioners: and

Whereas, Julie Collard, desires to enhance, provide, and create an enjoyable recreation environment to meet the needs of users in Charlevoix County;

THEREFORE BE IT RESOLVED by Hayes Township that, pursuant and subject to all of the terms and provisions of the Charlevoix County Parks millage, application be made to the Charlevoix County Board of Commissioners for funding; and

BE IT FURTHER RESOLVED that Julie Collard of Hayes Township is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the County of Charlevoix;

Ms. Collard made a motion, supported by Ms. Baranski to approve resolution 01092023b.

Yeas: Matt Cunningham, Julie Collard, Doug Kuebler, Ron VanZee, and Kristin Baranski.

Nays: None **Motion Carried**

2022 YEAR IN REVIEW:

Board of Trustees presented a 2022 year in review report.

PUBLIC COMMENTS: Public comments opened at 7:35 pm.

Comments included:

- Resident would like to see heart infibulates installed throughout the Township.
- Resident inquired about the roads the Township plans to pave in 2023.
- Resident would like to see roads left gravel verses being paved to protect watershed.

Public comments closed at 7:40 p.m.

BOARD OF TRUSTEE COMMENT:

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Mr. Kuebler stated the county prefers paved roads verses gravel roads, because they are less cost and less maintenance.

ADJOURNMENT: Mr. Kuebler made a motion, supported by Mr. Cunningham, to adjourn at 7:42 p.m.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

Respectfully Submitted,

April Hilton

Hayes Township Deputy Clerk/Recording Secretary

February 2023 Treasurer Report

(As of February 1, 2023)

Charlevoix State Bank

1. General Fund-\$487,009.11

(\$277,009.11 available, \$210,000 Recommended Reserve)

2. Tax Account-\$723,546.42 *(restricted Treasury Funds)*

3. Township Warrant Checking-\$14,326.44

4. Pantry-\$5,228.64

5. ARPA (restricted funds)-\$202,071.48

6. Fundraising Account-\$2,319.01

7. EMS Construction Account (restricted funds)-\$314,862.22

Forefront

8. Metro Account Revenue Sharing-\$66,427.56

9. Prime Share Account-\$134.61

Horizon Bank

10. Road Fund (RESTRICTED ROAD FUNDS)-\$210,059.28



Office: 888-422-4832
Fax: 844-314-8818

OHIO
1545 Timberwolf Drive, Holland, OH 43528
611 Sunbury Rd., Delaware, OH 43015

MICHIGAN
1520 Bridge Street, Charlevoix, MI 49720

Email: info@habitecsecurity.com

OFFICE USE ONLY	
<input type="checkbox"/> Key Holder	<input type="checkbox"/> Update
<input type="checkbox"/> Change Over	<input type="checkbox"/> Take Over
<input type="checkbox"/> Add On	<input checked="" type="checkbox"/> New
JOB NO.	
AR NO.	
ACCOUNT NO.	

MONITORING, SERVICES, AND INSTALLATION CONTRACT

Customer Information			
Date: 2/1/2023		Location Type: <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial	
Name: Charlevoix County EMS		Landline Phone: (231) 547-6961 <input type="checkbox"/> None	
Street: 9251 Major Sloan Douglas Rd.		Phone 1: <input type="checkbox"/> Cell <input type="checkbox"/> Work	
City/State/Zip: Charlevoix, MI 49720		Phone 2: <input type="checkbox"/> Cell <input type="checkbox"/> Work	
Contact Name: Kristin Baranski- Clerk		Email: clerk@hayestownshipmi.gov	
Monitoring & Services		Installation	
Monthly		Habitec Security will install the equipment set forth on the Engineering Sheet attached hereto and made a part hereof Charges	
<input type="checkbox"/> Burglar Monitoring		Total Installation Charges	\$ 0.00
<input checked="" type="checkbox"/> Fire Monitoring		1/3 Deposit Due (with Agreement)	\$ 0.00
<input type="checkbox"/> Environmental Monitoring			
<input type="checkbox"/> Medical Monitoring		Balance Due	\$ 0.00
<input checked="" type="checkbox"/> Cellular/Radio Communication		Billing Cycle For Services	
<input type="checkbox"/> Habitec Connect		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	
<input type="checkbox"/> Premier Service Plan		(Auto Debit Required)	
<input type="checkbox"/> Video Premier Service Plan		All invoices are emailed	
<input type="checkbox"/> Hosted Video		Notes:	
<input type="checkbox"/> Video Monitoring		Monitoring agreement with annual fire inspection	
<input type="checkbox"/> Hosted Access Control		N/A By initializing, customer specifically acknowledges reading paragraphs 5,12 & 19.	
<input type="checkbox"/> Other			
Total Monthly Services (plus sales tax if applicable)		\$ 70.00	
Annual			
<input checked="" type="checkbox"/> Fire Testing, Inspection and Certification (Annual)		\$ 468.00	
<input type="checkbox"/> Security/Video Inspections (Annual)			
Total Annual Services (plus sales tax if applicable)			

BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THE ENTIRE AGREEMENT, BOTH THE FRONT AND BACK OF PAGES 1-5; THAT CUSTOMER HAS HAD AN OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY AND INSURANCE CONSULTANT; THAT CUSTOMER UNDERSTANDS AND AGREES TO ALL OF THE TERMS, CONDITIONS AND PROVISIONS IN THIS AGREEMENT; AND HAS IN PARTICULAR READ PARAGRAPHS 3, 22-23, 26 and 27 WHEREIN CUSTOMER UNDERSTANDS THAT HABITEC SECURITY'S LIABILITY IS LIMITED. THIS AGREEMENT BECOMES BINDING ON HABITEC SECURITY ONLY WHEN SIGNED BY A MANAGEMENT REPRESENTATIVE OF HABITEC SECURITY. NO REPRESENTATION MADE BY ANY SALESPERSON OF HABITEC SECURITY OR ANY OTHER EMPLOYEE OF HABITEC SECURITY WILL SURVIVE THE SIGNING OF THIS AGREEMENT.

IF A COMMERCIAL CUSTOMER, THE PERSON SIGNING FOR CUSTOMER MUST SET FORTH THE COMPANY NAME. THE NAME OF THE PERSON SIGNING MUST BE PRINTED UNDERNEATH THE SIGNATURE WITH REPRESENTATIVE CAPACITY INDICATED.

RESIDENTIAL CUSTOMER'S RIGHT TO CANCEL: CUSTOMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED "NOTICE OF CANCELLATION" FOR AN EXPLANATION OF THIS RIGHT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF TWO (2) COPIES OF THE ATTACHED "NOTICE OF CANCELLATION."

Habitec Security, Inc. ("Habitec Security")

By: Todd McDonough
(Habitec Representative)

Habitec Approval: _____
(Habitec Management)

Customer Approval

(Customer Signature)

(Customer Print Name)

(Date)

(Customer Title)

(Business Name)

Billing Information

Bill To Name: _____

Bill to Address: _____

Bill to Email: _____

1. **PURCHASE OF SYSTEM:** Habitec Security agrees to furnish and install at Customer's premises an event-monitoring alarm system and associated equipment and services, including but not limited to, camera systems, access control systems, and other monitoring systems, and Customer agrees to purchase such installation and services (collectively, the "System"). The System will become the property of Customer upon payment in full of all System and installation charges, the 33 1/3 percent (33.33%) deposit due upon entering into this Agreement, and any balance due upon the completion of the installation of the System (collectively "Contract Price").
2. **METHOD OF PAYMENT:** Customer shall pay Habitec Security via cash, credit card, Automated Direct Debit System, or other means approved by Habitec Security for all products, goods and services delivered or provided to Customer by Habitec Security under the terms of this Agreement. A rejected transaction charge, a late payment charge, and interest on outstanding balances in an amount established by Habitec Security from time to time, may be imposed. Customer shall indemnify, defend, and hold Habitec Security harmless for any losses, costs, or damages arising out of any breach or violation of this paragraph. If at any time the financial responsibility of Customer shall become impaired or unsatisfactory to Habitec Security, or should Customer be in arrears in its accounts with Habitec Security, Habitec Security may require, as a condition of providing further services under this Agreement, payment by Customer of all past due accounts and pre-payment for all future amounts due under this Agreement.
3. **MONITORING AND SERVICES TERM:** Except as otherwise provided on page one (1) of this Agreement, this Agreement has an initial term of three (3) years for a residential Customer and five (5) years for a commercial Customer commencing from the date monitoring and other related services that have been agreed upon to begin (the "Initial Term"). At the expiration of the Initial Term, this Agreement will automatically renew for additional twelve (12) month periods (each a "Renewal Term") (the Initial Term and any Renewal Term may be referred to as the "Term"), each Renewal Term commencing on the first day following the expiration of the prior Term, unless either party notifies the other in writing, not less than thirty (30) days prior to the expiration of the then current Term of the desire to terminate this Agreement. Habitec Security reserves the right to increase the fees for monthly monitoring and other services that have been agreed upon after the first year of this Agreement. Advance payments are not refundable. During the Term of this Agreement, Habitec Security agrees to monitor, without liability and not as an insurer, the signals of the System. Customer will pay Habitec Security the service charge plus applicable sales taxes in advance of each Billing Cycle, commencing with the date the System is installed and operative.
4. **RADIO COMMUNICATOR:** If Customer has rented a Radio Communicator, it is required for communication. Customer acknowledges that the Radio Communicator will remain the property of Habitec Security, notwithstanding that the Radio Communicator may be or become affixed or attached to real property or any improvements of Customer. Upon termination of this Agreement, Customer shall notify Habitec Security and permit Habitec Security access to Customer's premises to remove the Radio Communicator.
5. **FIRE ALARM, TESTING, INSPECTION AND CERTIFICATION:** Habitec Security shall make such test(s) and inspection(s) of the equipment listed on the Engineering Sheet, on page five (5) of this Agreement according to applicable NFPA codes, AHJ requirements and standard business practices for the agreed annual fees, plus applicable taxes. Following inspection, Habitec Security shall provide Customer with a written report stating the condition of the fire system denoting any visible deficiencies and recommended repairs. Habitec Security shall have no obligation to make the recommended repairs unless Customer enters into a written work order with Habitec Security to make such repairs at Habitec Security's then prevailing rates. Customer agrees that in the event Habitec Security recommends any repair or replacement and Customer fails to perform such repair or replacement, all risk of loss, damage or injury to person or property related to such failure to make the recommended repair or replacement shall be solely and exclusively Customer's responsibility and agrees to indemnify and hold harmless Habitec Security for the same. Notwithstanding the foregoing, in the event additional devices are located during the initial inspection work, Customer authorizes Habitec Security to test such additional devices and shall be completed at an additional charge and that such additional devices and charges shall be added for the purpose of ongoing annual inspections. Testing and inspection fees are subject to increase at Habitec Security's discretion on an annual basis.
6. **INSTALLATION OF SYSTEM:** Habitec Security will install the System on Customer's premises in operating condition in accordance with Habitec Security's standard installation procedures. The installation will be completed within a reasonable length of time based on the conditions inherent in Customer's premises and Habitec Security's installation schedule. Customer authorizes Habitec Security to make any preparations, including but not limited to, drilling holes, driving nails, making attachments, or doing any other things pertinent to the installation and maintenance of the System. Habitec Security is not responsible for any condition created during the installation or maintenance of the System. In no instance will Habitec Security be responsible for exposure of hidden asbestos or other hazardous materials during installation. Installation is to be made in a neat and workmanlike manner. Customer acknowledges that the System installed is one of Customer's choice and that additional or different protection is available at a higher price. Any error or omission in the layout or installation of the System must be called to Habitec Security's attention in writing within thirty (30) days after completion of installation. Upon the expiration of the thirty (30) days after completion of the installation, the installation of the System is deemed totally satisfactory to and accepted by Customer.
7. **CARE, USE AND LOCATION:** Customer must maintain and keep the System in good repair, condition and working order, must use the System lawfully and must not alter the System without Habitec Security's prior written consent. If Customer has been provided with the manufacturer's standard maintenance schedule, that standard maintenance schedule will constitute minimum maintenance compliance and Customer, upon request, will supply Habitec Security with evidence of Customer's compliance. Habitec Security has the right to inspect the System at any reasonable time. The System does require periodic maintenance. Customer acknowledges that lack of maintenance may impair the proper functioning of the System, which may affect the transmission of an alarm signal.
8. **AUTHORIZED PERSONNEL:** Customer agrees to furnish a written list of the names, titles, addresses, and phone numbers of all persons authorized to enter or remain on the premises or be notified in the event of an alarm. All changes, revisions and modifications to the above list must be timely supplied to Habitec Security in writing or by phone or electronically with appropriate passcode confirmation. Customer is responsible for notifying all authorized personnel of inclusion on the list and for obtaining consent from all authorized personnel to receive phone, SMS/Text or email notifications of alarm events.
9. **SUSPENSION OR CANCELLATION OF AGREEMENT:** Monitoring or installation may be suspended or cancelled, without notice, at Habitec Security's option, if Habitec Security's Central Station, other monitoring facilities, or Customer's premises or System is damaged or it is impractical to continue service due to cyber incident, strikes, riots, floods, storms, lightning, earthquakes, tornadoes, fires, power failures, insurrections, interruption of or unavailability of telephone services, acts of God, or any other causes beyond Habitec Security's control. In the event Habitec Security suspends monitoring, payment for monitoring services will be abated until Habitec Security resumes monitoring services. Should monitoring services fail to resume within three (3) months of suspension, then Customer may cancel this Agreement without further obligation to Habitec Security.
10. **COMMUNICATION:** Customer understands and acknowledges that the System may transmit data to the Central Station or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, the internet, radio, or cellular communication. The System's ability to transmit data and the ability of the Central Station to receive and understand data will be dependent upon the proper functioning of the applicable mode of communication. Accordingly, Customer understands, acknowledges and agrees that the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted or circumvented outside the control of Habitec Security, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System may or may not be supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), or loss of internet, radio or cellular connection, there will be no indication of such interruption at the Central Station; (iii) Customer will pay for all equipment costs required in order for Habitec Security to maintain transmission; (iv) Customer may elect to use some form of redundant communication equipment or service as part of the System at an additional cost; (v) Customer will confirm that Customer's communications equipment, technology and services are compatible with the System, especially when there are changes to the equipment, technology or services, including but not limited to change of phone or internet provider, router, or modem; and (vi) if the System is commercial fire, Customer must ensure that the fire alarm panel meets at least the minimum communication requirements of the currently adopted state and local fire code and that any additional protection elements required for compliance during the term of this Agreement will be subject to additional charges.
11. **TAXES, FEES, FINES AND LICENSES:** Customer acknowledges that all taxes, fines, licenses and other similar fees and charges under this Agreement are based upon existing Federal, State and Local taxes. Habitec Security has the right, at any time, to increase the monthly charges under this Agreement to reflect any additional taxes, fees, fines, licenses, or charges which may be imposed on Habitec Security by any utility or governmental agency relating to the service provided under this Agreement, which Customer agrees to pay.
12. **IF HABITEC SECURITY NOT ORIGINAL INSTALLER:** If the System was installed by someone other than Habitec Security, Habitec Security is not responsible for the quality of its installation or operation. If any portion of the existing system is found not functional or not operational, Customer will be billed and be responsible for payment for additional repairs, replacement parts and labor to Habitec Security at Habitec Security's then prevailing time and material rates.
13. **MONITORING SERVICES/RECEIPT OF ALARM:** Upon receipt of a fire alarm signal from Customer's premises, Habitec Security will contact the fire department immediately. Upon receipt of an alarm signal other than a fire alarm signal from Customer's premises, Habitec Security will contact up to two (2) authorized persons designated by Customer. Unless otherwise directed by an authorized person designated by Customer, Habitec Security will use all reasonable efforts to dispatch the appropriate emergency responders to Customer's premises in accordance with Habitec Security's then current policies. Habitec Security may implement alternative procedures if directed to do so by Customer or an authorized person designated by Customer in writing. Habitec Security reserves the right to verify all alarm signals before notifying emergency personnel. Customer, individually and on behalf of any agent authorized to communicate on Customer's behalf, consents to the recording of all communications with the Central Station. Customer agrees to inform all agents and emergency call lists and others that such recording is authorized. Habitec Security may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Habitec Security also reserves the right to notify emergency personnel prior to calling Customer's premises if it believes that doing so is necessary. Habitec Security may modify or discontinue any particular response service or notification procedure due to governmental or insurance requirements. Customer acknowledges and agrees that Customer and Habitec Security are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by any governmental authorities having jurisdiction over Customer's premises in which the System is located. Habitec Security reserves the right to use SMS (text) and email for certain signal notification. Habitec Security is not liable for any delay or failure of notification due in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, (b) invalid email, text or other electronic addresses, or (c) failure of delivery to any email, text or other electronic address resulting from any factor outside of Habitec Security's control (including, but not limited to, rejection, spam or quarantine applications of Customer's systems).
14. **VIDEO SYSTEM:** If the System transmits video images, Customer shall: (i) at all times provide and maintain adequate power and sufficient lighting for all cameras or other video-related equipment as recommended by the manufacturer; (ii) use broadband connectivity exclusively to transmit video images and audio from any video system, (iii) use the video system for security surveillance only; (iv) not use the video system for any criminal, illegal, or otherwise unlawful activity; (v) comply with all privacy rights as well as all applicable laws; and (vi) neither use nor permit the use of the video equipment where any person may have a reasonable expectation of privacy. Customer understands and acknowledges that a video system may enable Habitec Security and its third party providers to record, store and review images of the interior of the premises as well as the area outside of the premises. Customer, on its own behalf and on behalf of all agents or emergency contacts, agrees, authorizes and consents to Habitec Security and its third party providers recording, storing and reviewing all video images and oral communications transmitted from the video system at the premises and that Customer shall, and is solely responsible for, informing all persons on the premises that they may be monitored by video equipment.

15. VIDEO MONITORING SERVICE: Habitec Security will perform the services specified in Habitec Security's Video Monitoring Policy for Customers who subscribe to Habitec Security's video monitoring service. When a signal from the System is received, the Central Station will first attempt to verify the nature of the incident by reviewing the corresponding video. The Central Station reserves the right to verify alarm signals and video before notifying the proper authorities and may choose not to notify the proper authorities if it has reasonably determined that an emergency condition does not exist. Customer understands and acknowledges that video systems are limited to the area of the premises covered by the video system images and such coverage and images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Central Station to ascertain the necessity of the need for emergency response. Habitec Security is not liable for any delay or failure of notification due in whole or in part to the quality or interpretation of images conveyed through video monitoring. Habitec Security may implement alternative procedures if directed to do so by Customer or an authorized person designated by Customer.

16. FALSE ALARMS/PERMIT FEES/RESPONSE: Customer is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law, and will indemnify or reimburse Habitec Security for any fees or fines relating to permits or false alarms. Habitec Security has no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. Habitec Security may cancel monitoring service and seek to recover damages from Customer if Habitec Security receives an excessive number of false alarms. In the event of termination of police or fire response by the municipal police or fire department, this Agreement nevertheless remains in full force and Customer remains liable for all payments provided for under this Agreement. Should Habitec Security be required by existing or subsequently enacted law to perform any service or furnish any material not specifically provided under this Agreement, Customer agrees to pay Habitec Security for such service or material.

17. REMOTE ACCESS SERVICES. If Customer has subscribed to one of Habitec Security's remote access services, including, but not limited to hosted video, access control services and Habitec Connect, Habitec Security will provide a web page or application ("App") portal that gives Customer access to information on Customer's System. Such information may contain reports and the ability for Customer to directly modify certain aspects of Customer data if such features are available in Customer's System. In connection with each subscription, Habitec Security hereby grants Customer a non-exclusive, non-transferable license to use the portal to access, input, delete and modify information through the internet. Except for Customer's: (i) failure to keep confidential all information, passwords, etc., (ii) use of the license or the information in any manner that negatively affects Habitec Security; (iii) use of the license or the information for any illegal purpose; or (iv) violation of any applicable law, this license shall continue and be co-extensive with the term of this Agreement. Customer shall be solely and absolutely responsible for the information which Customer inputs, deletes or modifies. Customer agrees that upon termination of this Agreement or termination or suspension of the license by Habitec Security, Habitec Security may immediately, and without notice, disable Customer's access to the portal via the internet and cancel all passwords or other access codes. If Customer has subscribed to any App, Customer understands and agrees that: (a) the App was developed by a third party App developer, not Habitec Security; (b) as a condition of downloading and using the App, Customer must first agree to and continue to comply with the terms of an end-user-license agreement or App terms and conditions ("App Terms"); (c) any App Terms are between Customer and the App developer only; (d) the App developer, not Habitec Security, is solely responsible for the App and all aspects of operation of the App, including but not limited to, use, access, and security of Customer's personal information or other data provided in connection with the App; (e) Habitec Security disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer related to the App or Customer's use of the App in any manner whatsoever; (f) Customer's use of the App and any information provided by Customer via the App is at Customer's own risk; (g) Habitec Security has no responsibility or liability for any data or information provided by Customer thru the App; and (h) Habitec Security is a third party beneficiary of the App Terms.

18. MAINTENANCE OF SYSTEM: Customer is responsible for maintaining and testing the System to ensure proper operation. Testing is required periodically, but not less than monthly. Customer authorizes Habitec Security to make any necessary inspections, tests and repairs as required. All inspections, tests and repairs will be performed between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. Repairs will be at Customer's expense at Habitec Security's then prevailing rates. Customer shall be responsible for all expenses incurred under this paragraph.

19. CHANGES TO SYSTEM: If Customer, any governmental agency (as a result of a change in interpretation, regulations or otherwise), architect or insurance interest wants or requires changes to the System during installation, or after installed, Customer agrees to pay Habitec Security's standard time and material charges for such additions. All such equipment and work provided shall be subject to the terms and conditions of this Agreement.

20. PREMIER SERVICE PLAN: In the event Customer enters into the Habitec Security premier service plan, most components of Customer's System will be repaired at no additional cost to Customer. However, Customer agrees and acknowledges that the Habitec Security premier service plan does not include, without limitation, any costs of repair that are: (i) caused by or result from equipment or services provided by Customer or someone other than Habitec Security; (ii) Customer network issues or lack of cellular signal strength or availability; (iii) related to obsolete components and technologies, including, without limitation, cellular communication, components and technologies; (iv) batteries for wireless devices; (v) fire alarm architectural drawings and permits; (vi) vandalism; and (vii) acts of God. Customer shall be responsible for the cost of replacement of smoke/heat/carbon monoxide (CO) detectors, or other device(s) due to the end of lifespan of such device(s). Further, in the event that Habitec Security is required to substitute different equipment or components because those parts are no longer available, Customer agrees to pay Habitec Security for those parts at its then prevailing rates. If Customer requests any equipment or services covered under Habitec Security's premier service plan outside of normal business hours, Habitec Security will perform such services, and Customer agrees to pay Habitec Security at its premium prevailing rate.

21. RISK OF LOSS: Customer bears all risk of loss and damage to the System and the Radio Communicator from any cause; occurrence of such loss or damage does not relieve Customer of any obligation under this Agreement. In the event of loss or damage, Customer, at Habitec Security's option, will: (i) have Habitec Security replace the damaged equipment in good repair, condition and working order at Customer's cost; or (ii) pay Habitec Security the outstanding balance of the Contract Price.

22. LIMITED WARRANTY: Except as stated otherwise in this section, all equipment sold and any installation by Habitec Security is warranted for a period of ninety (90) days from the date of installation to Customer to be of the kind and quality described in the Agreement and will be free from latent defects in material and workmanship disclosed under normal use and service. If Customer notifies Habitec Security in writing within the warranty period of any claimed defect and such is found by Habitec Security, after appropriate tests and inspections by Habitec Security, not to be in conformity with this warranty, Habitec Security will at its option and expense either repair the same or provide a replacement therefor. This warranty will not apply to: (a) any damage caused by fire, riot, lightning, act of God, terrorism, alteration, misuse, tampering or abuse, water or external cause, adjustments, repairs or maintenance or improper installation not done by Habitec Security; (b) Customer's intentional or negligent acts or improper operation per instructions; (c) adjustments necessitated by Video camera misalignment, improper monitor brightness, or inadequate lighting on viewing area. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HABITEC SECURITY MAKES NO REPRESENTATION THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM AN ALLEGED BREACH OF ANY TERM OF WARRANTY FOR ANY CAUSE WHATSOEVER, INCLUDING HABITEC SECURITY'S OWN NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE.

23. LIMITATION OF LIABILITY: HABITEC SECURITY IS NOT AN INSURER OF CUSTOMER'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR ON CUSTOMER'S PREMISES. The amounts paid to Habitec Security under this Agreement are based upon the value of the services, system, and equipment Habitec Security provides and are unrelated to the value of Customer's property, any property of others located in or on Customer's premises, or any risk of loss or injury on Customer's premises. Customer agrees to maintain throughout the term of this Agreement, a policy of broad form insurance covering public liability, bodily injury, sickness, death, and losses for property damage, fire, water damages, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. Customer further agrees that recovery for all loss (including economic losses), damage, injury, death and expense including without limitation, attorneys' fees (collectively, "Damages") asserted against Habitec Security or its subcontractors, employees, agents, shareholders, directors, or assigns arising out of or from, in connection with, or related to Habitec Security's performance of this Agreement, shall be limited to Customer's ability to recover from Customer's insurance company under Customer's insurance coverage only. Customer, together with all his/her/its agents, members, shareholders, officers, employees, heirs, successors and assigns, hereby releases Habitec Security, its officers, shareholders, employees, agents, successors and assigns, from and for all: (i) Damages covered by Customer's insurance policy; (ii) policy deductibles, co-pay percentage, or retained limits; (iii) Damages in excess of amounts paid by Customer's insurance; and (iv) Damages sustained as a result of Customer's failure to maintain any applicable insurance policy. Customer acknowledges that the System, devices, networks, data and other communications transmitted are susceptible to access by others (e.g. hackers) and Customer hereby releases Habitec Security from all Damages, costs and liabilities arising out of or resulting from, in connection with or related to any third party's unauthorized access of the System or any device, network, data or other communication related to the System or services provided under this Agreement. NOTWITHSTANDING THE FOREGOING, IN THE EVENT HABITEC SECURITY IS FOUND LIABLE FOR ANY DAMAGES OF ANY TYPE OR KIND, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$5,000.00, THE PROVISIONS OF THIS SECTION APPLY IRRESPECTIVE OF CAUSE OR ORIGIN, AND WHETHER OR NOT SUCH DAMAGES RESULT DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF HABITEC SECURITY. IN NO EVENT SHALL HABITEC SECURITY BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST SAVINGS, OR PUNITIVE DAMAGES.

24. DEFAULT AND REMEDIES: Should: (i) Customer default in the performance of any of the terms or conditions of this Agreement, including but not limited to the failure to make payments when due; (ii) any proceeding in bankruptcy, receivership or insolvency be commenced by or against Customer or Customer's property; (iii) modification or alteration of the premises occur so that it is impractical to continue monitoring services; or (iv) Customer make any assignment for the benefit of creditors; or (v) Customer's actions be verbally or physically abusive to any employee, agent, contractor, or subcontractor of Habitec Security (including, without limitation, any operator at Habitec Security's Central Station), Customer acknowledges and agrees that Habitec Security may, after ten (10) days written notice to Customer, pursue any or all of the following remedies: (a) discontinue service/monitoring and recover from Customer all sums Habitec Security may be entitled to under the law; (b) charge Customer interest on all monies due under this Agreement at a rate of one and one-half percent (1½ %) per month, not to exceed the highest rate permitted by law from the date of default until paid; (c) repossess the System; (d) cease further work on the installation of the System; (e) collect all unpaid balances due for the System and all unpaid monetary fees and charges for the remainder of the Term; or (f) pursue any other remedy at law or in equity that is available. Customer agrees to pay Habitec Security for any and all costs of collection or legal fees Habitec Security incurs as a result of Customer's default.

25. HABITEC SECURITY'S RIGHT TO CANCEL: In addition to the provisions of paragraph 24, Habitec Security may cancel this Agreement if any of the following conditions occur: (i) Habitec Security's Central Station or facilities are destroyed or damaged so that it is impractical for Habitec Security to continue service; (ii) Customer fails to follow Habitec Security's guidelines, instructions, and recommendations; (iii) Customer refuses to allow Habitec Security to repair or replace any defective part of the System; (iv) Habitec Security cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's premises, Habitec Security's Central Station, and the applicable police or fire department or medical emergency agency; (v) Habitec Security determines that it is impractical to continue service due to the modification or alteration of the premises after installation; (vi) Habitec Security determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Habitec Security's Central Station; or (vii) notwithstanding any other term or provision of this Agreement, in the event Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of Habitec Security (including, without limitation, any operator at Habitec Security's Central Station), then Habitec Security reserves the right to terminate this

Agreement upon thirty (30) days written notice to Customer. If Habitec Security cancels this Agreement, Habitec Security will refund any payments made for services to be supplied after the date of such cancellation.

26. THIRD PARTY INDEMNIFICATION: Customer shall indemnify, defend and hold harmless Habitec Security, its shareholders, officers, employees, agents, successors and assigns, from and against all claims, lawsuits, damages, and losses sustained by Habitec Security arising under this Agreement. This provision applies to all claims, lawsuits or damages including, without limitation, those arising from, related to, or caused by Habitec Security's negligent performance, active or passive, and all claims based on defects in design, installation, maintenance, monitoring, operation or non-operation of the System, as well as any testing, inspection, or certification services, or claims for violation of privacy or communications law, or other claims relating to E-mail, SMS, or electronic communications with persons authorized by Customer to receive such communications, whether those claims are based on negligence, active or passive, express or implied, contract or warranty, contribution or indemnification or strict or product liability of Habitec Security, its shareholders, officers, employees, agents, successors, or assigns.

27. WAIVER OF SUBROGATION: Customer, individually and on behalf of or any person or entity asserting a claim through Customer's authority or in Customer's name, including without limitation, Customer's insurance company, expressly waives any right of subrogation that they may have against Habitec Security, its shareholders, officers, employees, agents, successors, or assigns resulting from any claim, demand, liability, judgment, settlement, costs, fees (including attorney's fees), and expenses.

28. ASSIGNMENT: Customer cannot assign this Agreement without Habitec Security's prior written consent. Habitec Security may assign, transfer or pledge this Agreement without notice to Customer, and will then be relieved of further obligation under this Agreement.

29. SUBCONTRACTORS: Habitec Security may use subcontractors (including the Central Station) to provide installation, repair, monitoring or other services. All subcontractors or assignees of Habitec shall be included within the definition of "Habitec Security" for the purposes of this Agreement.

30. ELECTRONIC MEDIA: Customer agrees that Habitec Security may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer and Habitec Security agree that this Agreement may be executed by the parties, or either of them, by electronic signature and that the use of a keyboard, mouse or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Habitec Security's web-based portal or reviewing material contained therein for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. Customer also agrees that an electronic copy of this Agreement is legally binding for any and all purposes, including litigation. Likewise, Customer agrees that Habitec Security's receipt by fax or email of this Agreement signed by Customer legally binds Customer for any and all purposes, including litigation.

31. EMAIL, SMS, ELECTRONIC NOTICE AND CONSENT. In the event electronic notice of certain System events, supervisory or non-alarm signals are delivered via automatic e-mail, SMS (text) or other electronic notice, Customer acknowledges, understands and agrees that any such notice may be affected by: (a) receipt of the data at the Central Station; (b) the proper operation of communication equipment, services, systems and networks, including without limitation, the internet; and (c) any failure, malfunction or delay in processing or transmitting the data by Habitec Security's equipment or software. Customer hereby releases Habitec Security from any liability arising out of or from, or resulting from or in connection with the failure, malfunction, or delay of any such notice for any reason, including Habitec Security's sole, joint or several negligence of any kind or degree. By executing this Agreement, Customer, on his/her/its own behalf and on behalf of all persons authorized to receive notification, consents to the receipt of communications from Habitec Security, via E-mail, SMS or other electronic notice of alarm events and further consents to his/her/its receipt of updates and marketing information regarding Habitec Security products and services.

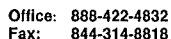
32. GENERAL: This Agreement inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties. This instrument contains the entire agreement between the parties and may be executed in any number of counterparts, any which one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. This Agreement may be amended only upon written instrument signed by both parties. The parties agree that if there is any conflict between this Agreement and any purchase order or other document, this Agreement governs, whether the purchase order or other document is issued prior to or after this Agreement. If any of the terms or provisions of this Agreement are determined to be invalid or inoperative, all of the remaining terms and provisions remain in full force and effect. If more than one Customer is named in this Agreement, the liability of each is joint and several.

33. STATUTE OF LIMITATIONS: Notwithstanding any statute or law of limitations that might otherwise apply, any action by Customer under this Agreement whether based in negligence, fraud misrepresentation, breach of contract, or for any and all other actions, causes of action or remedy, or claims, or charges must be commenced within one (1) year from the date of the occurrence giving rise to the cause of action or will be forever barred.

34. VENUE; CHOICE OF LAW: Any suit, action or proceeding with respect to this Agreement must be brought only in either a State Court of competent jurisdiction located in Lucas County, Ohio or in the Federal District Court for the Northern District of Ohio, Western Division. This Agreement is governed and construed in accordance with the laws of the State of Ohio without application of conflict or choice of law principals.

35. JURY WAIVER: CUSTOMER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

36. FIXTURE WAIVER: Customer waives any claim that the System is a fixture to real property. Customer warrants and covenants that if the System is being installed on real property for which Customer is a tenant that Customer has obtained a written waiver of any claim that the System is a fixture from Customer's landlord notwithstanding that the System or any part of the System may be or become affixed or attached to real property or any improvements of Customer's landlord. Customer must provide a copy of the landlord's written waiver to Habitec Security before the System is installed.



Email: info@habitecsecurity.com

OFFICE USE ONLY

JOB NO.

Schedule Date

Account Rep

Date 2/1/2023

Account No.

Todd McDonough 133 SGS

Contact Name: Kristin Baranski- Clerk

Zip: 49720

Site Phone# (231) 547-6961

Email: clerk@hayestownshipmi.gov

Monitoring Agreement

Customer Signature:

FIRE DEVICES FOR TESTING, INSPECTION & CERTIFICATION

<u>1</u> PULL STATIONS	<u>1</u> SMOKES	HEATS	<u>1</u> AUDIBLES	ELEVATOR RECALL	DOOR HOLDERS
DUCT SMOKES	SPRINKLERS	<u>7</u> TAMPERS	<u>1</u> VISUALS	HOOD SUPPRESSION	<u>5</u> MISC.

PASSWORD:

NAME _____

PHONE 1

PHONE 2

1.

2.

3.

COMMUNICATION: ☒ CELLULAR

☐ NETWORK

☐ RADIO

FEATURES: ☐ HABITEC CONNECT

☐ SMART HOME

MAINTENANCE

FOUNDATION: ☐ SLAB

☐ PARTIAL CRAWL☐ FULL CRAWL☐ FINISHED BSMT☐ UNFINISHED BSMT

PREWIRE: ☐ YES

☐ NO

FIRE: ☐ **PRINTS**

□ PERMITS

VIDEO: ☐ V-PSP

 HOSTED VIDEO

☐ VIDEO MONITORING

ACCESS CONTROL: ☐ HOSTED ACCESS

☐ CUST. HOSTED ACCESS

LIFT/BUCKET

TRUCK NEEDED: ☐ YES

☐ NO



Office: 888-422-4832
Fax: 844-314-8818

OHIO
1545 Timberwolf Drive, Holland, OH 43528
611 Sunbury Rd., Delaware, OH 43015

MICHIGAN
1520 Bridge Street, Charlevoix, MI 49720

Email: info@habitecsecurity.com

NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation, within three (3) business days from the date of the Monitoring, Services and Installation Contract. If you cancel, any property traded in, any payments made by you under the Services and Installation Contract, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by Habitec Security of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to Habitec Security at the Premises, in substantially as good condition as when received, any goods delivered to you under the Services and Installation Contract; or you may, if you wish, comply with the instructions of Habitec Security regarding the return shipment of goods at Habitec Security's expense and risk. If you do make the goods available to Habitec Security, and Habitec Security does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Habitec Security, or if you agree to return the goods to Habitec Security and fail to do so, then you remain liable for performance of all obligations under the Services and Installation Contract.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A FAX OR EMAIL:

TO: Habitec Security, Inc.

AT: 1545 Timberwolf Dr.
Holland, OH 43528
419-537-6951 (fax)
info@habitecsecurity.com

I HEREBY CANCEL THIS TRANSACTION

Site Address: _____

(Date)

(Customer Signature)

(Customer Printed Name)



PO Box 352497 • Toledo, Ohio 43635
419.537.9100 (Central Station) • 1.800.832.5267 (Toll Free)
419.534.4637 (Fax)

OFFICE USE ONLY

Rep:

Account Number:

CONFIDENTIAL EMERGENCY CONTACT LIST

Customer Name:

Alarm Address:

Site Phone:

Password for Verification:

Please list below the people you want to respond if your alarm is activated and you cannot be reached. They should know how to operate your system. Please list at least 2 contacts in the order you wish them to be called.

CONTACT 1

Name:

Phone 1:

Phone 2:

CONTACT 2

Name:

Phone 1:

Phone 2:

CONTACT 3

Name:

Phone 1:

Phone 2:

CONTACT 4

Name:

Phone 1:

Phone 2:

SPECIAL INSTRUCTIONS

OFFICE USE ONLY

Monitoring: ☐ Cellular ☐ Internet ☐ Radio ☐ Phone

Remote App: ☐ TC2 ☐ VK ☐ Alarm.com

App Features: ☐ Arm/Disarm ☐ Video ☐ Smart Home

Other Services: ☐ Op/CI ☐ Sup Op/CL ☐ PSP

By signing this form, I authorize Habitec Security to contact the above listed people as necessary. I also realize that I am responsible for any municipality issued fines that arise from improper use of my alarm system.

Authorized Signature:

Date:

The below authorization agreement is for those clients who wish to sign up for our ACH*Debit program. With the convenience of this program you will receive a reminder invoice or email five days prior to the withdrawal of the funds. If you elect to have the payments deducted from your checking account, please enclose a **voided check** with the form.

AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS
(ACH DEBITS)
HABITEC SECURITY, INC.
FEDERAL ID #34-1144011

I (we) hereby authorize Habitec Security, Inc., hereinafter called COMPANY, to initiate debit entries to my (our) Checking/Savings/Credit Card account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

CUSTOMER BANK NAME _____

BANK ROUTING NUMBER _____

(This number is always 9 digits and is usually found on bottom left corner of check, before account #)

CHECKING ACCOUNT # _____

SAVINGS ACCOUNT # _____

CREDIT CARD# _____

EXPIRATION DATE: _____ VERIFICATION CODE _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such matter as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (or either of us) have the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable opportunity to act on it prior to charging account. After account has been charged, I have the right to have the amount of an erroneous debit immediately credited to my account by DEPOSITORY, provided I (we) send written notice of such debit entry in error to DEPOSITORY within 15 days following issuance of the account statement or 45 days after posting, whichever occurs first.

CUSTOMER NAME (S) _____ DATE _____

CUSTOMER ADDRESS _____

CUSTOMER EMAIL ADDRESS _____

CUSTOMER (S) SIGNATURE _____

ONE TIME WITHDRAW: ☐ DEPOSIT _____ ☐ BALANCE _____

RECURRING WITHDRAW: ☐ MONTHLY ☐ QUARTERLY ☒ ANNUALLY





clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Appeal of FOIA costs and Amended FOIA-- Fwd: FOIA Information

3 messages

LuAnne Kozma <luannekozma@gmail.com>

Wed, Feb 1, 2023 at 3:55 PM

To: kristin baranski <clerk@hayestownshipmi.gov>

Cc: Ellis Boal <ellisboal@voyager.net>, Deborah Narten <dlnarten@gmail.com>, Tim Boyko <timothyboyko@gmail.com>, Bill Henne <wm.henne@gmail.com>, Danelle Hutchison <dhutch3547@gmail.com>, Betty Henne <betty.henne@gmail.com>, JoEllen <jabee949@gmail.com>, Janet Simon <simonjanet6969@gmail.com>

To: Township Clerk Kristin Baranski:

Re: Appeal of FOIA costs

I received the attached document from Treasurer Julie Collard last week.

I appeal the Township's FOIA response as follows, and amend my request as follows:

1. I am withdrawing the request for Parker Harvey invoices in my request of January 13. I am not going to pay Parker Harvey \$200 to redact information from the firm's invoices since there should be no attorney-client information in an invoice. Invoices sent to the township for payment should be public information and not require redactions. When you as clerk present warrants for bills to be paid, residents expect honesty and transparency as to what lawsuits the Township is paying legal advice for. Scott and Debra Law have sued the Township. The warrants for the Township's expenses concerning the Laws' lawsuit should be reflected in the warrants, and have never been presented to the public as such. At the same time, the Township is receiving monetary donations from the Laws, and publicly thanking the Laws. It is unethical for the Township to take money from a "prohibited source" when the Laws are expecting major decisions from the Township for their various development projects.

2. The remainder of that request (the Beckett and Raeder and Advisory Focus Group materials, and correspondence between Scott and Debra Law and the Township in 2022) I assume from the Detailed Costs document will be at no cost, since the redaction services reference only the Parker Harvey invoices.

Please process the remainder of the request. I understand that the Township is charging \$.10 per copy now.

3. I appeal the \$35 cost for the FOIA sent January 16, 2023 for the simple request for copies of the donation checks for the 2022 holiday meal donations made by Scott and Debra Law and Morgan Stanley. This request should not be a laborious cost. It should be provided at no charge to the public. I expect it to be a few pages at most, the small amount of correspondence and a copy of the checks with the simple, single redaction of the checks' routing numbers. The Township went to great lengths to publicly acknowledge these donations and the holiday meal program in a Township-paid

handout, and in a Township-paid newsletter that additionally was sent by US Mail to all residents at considerable taxpayer expense. The least the Township can do is provide the information about the monetary value of these donations to the public at no cost.

Thank you,

LuAnne Kozma

----- Forwarded message -----

From: **Hayes Treasurer** <treasurerhayestownshipmi@gmail.com>

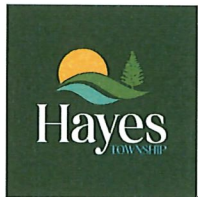
Date: Mon, Jan 23, 2023 at 12:16 PM

Subject: FOIA Information

To: LuAnne Kozma <luannekozma@gmail.com>

Please direct all communication to Hayes Township Clerk

--



Julie Collard--Hayes Township Treasurer

*All the greatest things in life are simple, and many can be expressed in a single word: freedom, justice, honor, duty, mercy, hope.-
Winston Churchill*



20230123122259486.pdf
6320K

clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Wed, Feb 1, 2023 at 4:20 PM

To: Treasurer Julie Collard <treasurer@hayestownshipmi.gov>, Todd Millar <tmillar@parkerharvey.com>

Thoughts?

Sent from my iPhone

Begin forwarded message:

From: LuAnne Kozma <luannekozma@gmail.com>

Date: February 1, 2023 at 3:56:47 PM EST

To: kristin baranski <clerk@hayestownshipmi.gov>

Cc: Ellis Boal <ellisboal@voyager.net>, Deborah Narten <dlnarten@gmail.com>, Tim Boyko <timothyboyko@gmail.com>, Bill Henne <wm.henne@gmail.com>, Danelle Hutcheon <dhutch3547@gmail.com>, Betty Henne <betty.henne@gmail.com>, JoEllen <jobee949@gmail.com>, Janet Simon <simonjanet6969@gmail.com>

Subject: Appeal of FOIA costs and Amended FOIA-- Fwd: FOIA Information

[Quoted text hidden]

January 20, 2023

LuAnne Kozma
9330 Woods Dr
Charlevoix, Michigan 49720

Dear **LuAnne**,

This letter is in reference to your Freedom of Information Act (FOIA) request of **January 13, 2023** for records relating to see attached.

An extension of up to ten working days is being invoked in order to ensure the orderly processing of your request. This extension is necessary due to the need: to locate records/for consultation between two or more components of this agency.)

We plan to respond to you by February 3, 2023.



Kristin Baranski
Clerk Hayes Township

011623 H

Township: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Hayes Township, Charlevoix County
09195 Old US 31 N
Charlevoix, MI 49720
Phone: (231) 547-6961

Request Form
Note: Requestors are not required to use this form. The township may complete one for recordkeeping if not used.

FOIA Request for Public Records

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ Date Received: _____ Check if received via: ☐ Email ☐ Fax ☐ Other Electronic Method
Date delivered to junk/spam folder: _____
(Please Print or Type) Date discovered in junk/spam folder: _____

Name <i>LuAnne Kozma</i>	Phone _____
Firm/Organization _____	Fax _____
Street <i>9330 Woods Rd</i>	Email <i>Luannekozma@gmail.com</i>
City <i>Charlevoix MI 49720</i>	State <i>MI</i> Zip <i>49720</i>

Request for: ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

Delivery Method: ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above
☐ Deliver on digital media provided by the township: _____

Note: The township is not required to provide records in a digital format or on digital media if the township does not already have the technological capability to do so.

Describe the public record(s) as specifically as possible. You may use this form or attach additional sheets:

and correspondence between township & donors

① Copies of checks received by Township from donors Scott and Debra Law, or Zotec Partners or any other affiliate of Scott and Debra Law for the Food Pantry and/or holiday meal program

② copies of checks from Morgan Stanley for Food pantry and/or holiday meal program and any correspondence regarding donation.

Consent to Non-Statutory Extension of Township's Response Time

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. I understand that the township must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the township's response time for this request until: ~~12/16/23~~ *N/A* (month, day, year).

Requestor's Signature *LuAnne Kozma*

Date *1/16/23*
(Complete both sides)

FOIA Coordinator: Keep original and provide copies of both sides of each sheet, along with Public Summary, to requestor at no charge.

Hayes Township
9195 Major Douglas Sloan Road
Charlevoix, MI 49720
Phone: (231) 547-6961

Detailed Cost Itemization

Freedom of Information Act Request Detailed Cost Itemization

Date: 1-23-23

Prepared for Request No.: 011623H

Date Request Received: 01-16-23

The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the The Township's FOIA Policies and Guidelines.

1. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This shall not be more than the hourly wage of the Township's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15 minute time increments as set by the Township Board all partial time increments must be rounded down. *If the number of minutes is less than one increment, there is no charge.*

Hourly Wage Charged: \$20.00

Charge per increment: \$5.00

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____ %
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ 5.00

☐ Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

1.
Labor Cost
\$ 5

2. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs Hayes Township that are excessive and beyond the normal or usual amount for those services compared to the Township's usual FOIA requests, because of the nature of the request in this particular instance, specifically:** _____

The Township will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in _____-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$20.00

Charge per increment: \$5.00

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____ %
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ 5.00

☐ Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

x 4 =

2.
Labor Cost
\$ 20

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a Township employee. If contracted, use No. 3b instead).

The Township will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the Township that are excessive and beyond the normal or usual amount for those services compared to the Township's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a Township employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the Township's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15 minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$20.00

Charge per increment: \$5.00

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____%

(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ 5.00

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

x 2 =

3a. Labor Cost

\$ 10

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The Township will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the Township that are excessive and beyond the normal or usual amount for those services compared to the Township's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As this The Township does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of _____ (currently \$8.15).

Name of contracted person or firm: _____

These costs will be estimated and charged in _____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Cost Charged: \$ _____

Charge per increment: \$ _____

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down to: _____ increments. Enter below:

Number of increments

x _____ =

3b. Labor Cost

\$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 ½ x 11-inch, single and double-sided): **10 cents per sheet**
- Legal (8 ½ x 14-inch, single and double-sided): **10 cents per sheet**

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A The Township **must** utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of
Sheets:

x _____ = \$ _____
x _____ = \$ _____

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

**4. Total
Copy Cost**

\$ _____

5. Mailing Cost:

The Township will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The Township **may** charge for the least expensive form of postal delivery confirmation.
- The Township **cannot** charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
\$ _____ per pound
\$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

Number of
Envelopes or
Packages:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

**5. Total
Mailing Cost**

\$ _____

☐ * Requestor has requested expedited shipping or insurance

6a. Copying/Duplicating Cost for Records Already on The Township's Website:

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, the Township will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 ½ x 11-inch, single and double-sided): 10 cents per sheet
- Legal (8 ½ x 14-inch, single and double-sided): 10 cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

☐ Requestor has stipulated that some / all of the requested records that are already available on the Township's website be provided in a paper or non-paper physical digital medium.

Number of
Sheets:

x _____ = \$ _____
x _____ = \$ _____

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

Costs:

6a. Web
Copy Cost
\$ _____

6b. Labor Cost for Copying/Duplicating Records Already on The Township's Website:

This shall not be more than the hourly wage of the Township's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in **15 minute time increments** (i.e.: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$20.00

Charge per increment: \$5.00

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____ %
and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

The Township may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

☐ Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of
increments

x _____ = \$ _____

6b. Web
Labor Cost

6c. Mailing Cost for Records Already on The Township's Website:

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

☐ * Requestor has requested expedited shipping or insurance

Number:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

6c. Web
Mailing Cost
\$ _____

<p>Subtotal Fees Before Waivers, Discounts or Deposits:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Estimated Time Frame to Provide Records:</p> <p>_____ (days or date)</p> <p>The time frame estimate is nonbinding upon the Township, but the Township is providing the estimate in good faith. Providing an estimated time frame does not relieve the the Township from</p> </div>		<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <input type="checkbox"/> Cost estimate <input type="checkbox"/> Bill </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>1. Labor Cost for Copying: \$ _____</p> <p>2. Labor Cost to Locate: \$ _____</p> <p>3a. Labor Cost to Redact: \$ _____</p> <p>3b. Contract Labor Cost to Redact: \$ _____</p> <p>4. Copying/Duplication Cost: \$ _____</p> <p>5. Mailing Cost: \$ _____</p> <p>6a. Copying/Duplication of Records on Website: \$ _____</p> <p>6b. Labor Cost for Copying Records on Website: \$ _____</p> <p>6c. Mailing Costs for Records on Website: \$ _____</p> </div> <div style="width: 35%; text-align: right;"> <p>Subtotal Fees: \$ _____</p> </div> </div>	
<p>Waiver: Public Interest</p> <p>A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the Township determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.</p> <p style="text-align: center;"> <input type="checkbox"/> All fees are waived <u>OR</u> <input type="checkbox"/> All fees are reduced by: _____ % </p>		<p>Subtotal Fees After Waiver:</p>	<p>\$ _____</p>
<p>Discount: Indigence</p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR</p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <p style="margin-left: 20px;">(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR</p> <p style="margin-left: 20px;">(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p style="text-align: center;"><input type="checkbox"/> Eligible for Indigence Discount</p>		<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p>Discount: Nonprofit Organization</p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <p style="margin-left: 20px;">(i) Is made directly on behalf of the organization or its clients.</p> <p style="margin-left: 20px;">(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p style="margin-left: 20px;">(iii) Is accompanied by documentation of its designation by the state, if requested by the The Township.</p> <p style="text-align: center;"><input type="checkbox"/> Eligible for Nonprofit Discount</p>		<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>

Deposit: Good Faith The Township may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%	Date Paid: _____	Deposit Amount Required: \$ _____
Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full After a The Township has granted and fulfilled a written request from an individual under this act, if the Township has not been paid in full the total amount of fees for the copies of public records that the Township made available to the individual as a result of that written request, the Township may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply: (a) The final fee for the prior written request was not more than 105% of the estimated fee. (b) The public records made available contained the information being sought in the prior written request and are still in the Township's possession. (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. (d) Ninety (90) days have passed since the Township notified the individual in writing that the public records were available for pickup or mailing. (e) The individual is unable to show proof of prior payment to the Township. (f) The Township calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit. The Township can no longer require an increased estimated fee deposit from an individual if ANY of the following apply: (a) The individual is able to show proof of prior payment in full to the Township, OR (b) The Township is subsequently paid in full for the applicable prior written request, OR (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the Township.	Date Paid: _____	Percent Deposit Required: _____% Deposit Required: \$ _____
Late Response Labor Costs Reduction If the Township does not respond to a written request in a timely manner as required under MCL 15.235(2), the Township must do the following: (a) Reduce the charges for labor costs otherwise permitted by 5% for each day the Township exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies: (i) The late response was willful and intentional, OR (ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.	Number of Days Over Required Response Time: _____ Multiply by 5% = Total Percent Reduction: _____	Total Labor Costs \$ _____ Minus Reduction \$ _____ = Reduced Total Labor Costs \$ _____
The Public Summary of the Township's FOIA Procedures and Guidelines is available free of charge from: Website: _____ Email: _____ <p style="text-align: center;">Request Will Be Processed, But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</p>	Date Paid: _____	Total Balance Due: \$ 35.00

(Form created by Michigan The Township Association, April 2015)