

HOLLY TOWNSHIP
PROPOSED AGENDA
Board of Trustees Regular Meeting
October 15, 2025 6:30 PM
Holly Township Hall (Upstairs)
102 Civic Dr. Holly, Michigan 48442

CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL: George Kullis Karin Winchester Jennifer Ryan Derek Burton
 Ryan Matson Michael McCanney Richard Kinnamon

AGENDA APPROVAL

CONSENT AGENDA:

1. Approval of Regular Meeting Minutes – September 17, 2025.
2. Approval of Financial Statement – September 2025.
3. Approval of Bills for Payment – October 2025
4. Receipt of Routine Reports:
 - A. N.O.C.F.A. Minutes – September 23, 2025.
 - B. Planning Commission Minutes – September 10, 2025.
 - C. Building Permits – September 2025.
 - D. Treasurer's Annual and Quarterly Report – September 30, 2025.
5. Communications:
 - A. Letter and Resolution Dated September 14, 2025 from Holly Township Parks re: Stiff Mill Pond and Dam.

All items listed under "Consent Agenda" are considered to be routine, and non-controversial, do not require discussion by the Township Board and will be approved by one motion. There will be no separate discussion. If discussion is desired on an item, that item will be removed from the consent agenda and will automatically be moved to the last item under New Business.

PUBLIC HEARINGS: None.

PRESENTATIONS: None.

REPORTS: TRUSTEES CLERK TREASURER SUPERVISOR

PUBLIC COMMENT on Agenda Items Only. Members of the public can address the Board, on agenda items only, once recognized by the Supervisor. Comments are limited to a maximum of 3 minutes. The board may extend this time by a majority vote. Prior to addressing the board, members of the public shall state their name and address for the record. A second public comment is available after New Business for all other comments. Thank you for your cooperation.

OLD BUSINESS – None.

NEW BUSINESS

1. 123NET Metro Act Permit.
2. BS&A Cloud Software Contract.
3. Holly Area Youth Assistance.
4. Dickens Festival.
5. Consider Closed Session to Discuss Attorney/Client Privileged Information.

PUBLIC COMMENT

ADJOURNMENT

Holly Township
Board of Trustees Regular Meeting
Minutes of September 17, 2025

CALL TO ORDER: Supervisor Kullis called the Regular Meeting of the Holly Township Board of Trustees to order at 6:30 pm located at the Holly Township Offices (Upstairs), 102 Civic Drive, Holly, Michigan 48442.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present:

Karin Winchester, Jennifer Ryan, Derek Burton, Michael McCanney and Richard Kinnamon

Members Absent

George Kullis

Others Present:

None.

In the absence of Supervisor Kullis, Clerk Winchester called the regular meeting of the Holly Township Board of Trustees to order at 6:30 PM and led the Pledge of Allegiance.

- **Motion by Clerk Winchester to excuse George Kullis. Trustee Kinnamon supported the motion. A voice vote was taken with all present voting yes. The motion carried 6/0.**

As the Supervisor was absent, the Board needed to approve a meeting moderator. Clerk Winchester suggested Trustee Matson, noting he did well as the Planning Commission Chair. Trustee Matson agreed to moderate the meeting.

- **Motion by Clerk Winchester to approve Trustee Matson as meeting moderator. Supported by Trustee Burton. A voice vote was taken. All present voted yes. The motion carried 6/0.**

AGENDA APPROVAL

- **Motion by Clerk Winchester to approve the agenda. Supported by Trustee Kinnamon. A voice vote was taken. All present voted yes. The motion carried 6/0.**

CONSENT AGENDA:

1. Approval of Regular Meeting Minutes – August 20, 2025.
2. Approval of Financial Statement – August 2025.
3. Approval of Bills for Payment – September 2025
4. Receipt of Routine Reports:
5. N.O.C.F.A. Minutes – August 26, 2025.
6. Planning Commission Minutes – August 13, 2025.
7. Building Permits – August 2025.
8. Treasurer's Annual and Quarterly Report – None.
9. Communications: None.

- **Motion by Clerk Winchester to approve the Consent Agenda as amended. Supported by Trustee Kinnamon. A roll call vote was taken. All present voted yes. The motion carried 6/0.**

PUBLIC HEARINGS: None.

PRESENTATIONS: BS&A on Software Upgrade to BS&A Cloud.

Joel Champ and Keegan from BS&A presented their cloud-based software solution. Joel Champ explained that they were proposing an upgrade from the township's current on-premise T-net solution to a cloud-based system. He noted that the current system is 16 years old. The cloud solution would be web-based using Microsoft Azure and would offer several advantages:

- BS&A would handle IT support, monthly upgrades, and cybersecurity that the township currently manages with their on-premise system
- The cloud system operates from two geo-redundant stations in Virginia and Arizona for disaster recovery
- Daily database backups
- A centralized database rather than separate modules, improving workflow and productivity
- Regular annual enhancements to the system
-

Keegan discussed the evolution of BS&A's support services. He shared that the company has received about 100,000 support requests in 2024 and is averaging 12,000 per month in 2025. Their first response time averages 1.2 hours compared to an industry average of 8 hours. Keegan highlighted several new support options:

- A customer portal where users can track their support cases
- In-app guidance for processes done infrequently
- An AI chatbot trained in municipal terminology
- More webinars and user group meetings
-

He showed visual comparisons between the dotnet and cloud platforms, demonstrating how the interfaces have been modernized while maintaining similar workflows. Keegan emphasized that the cloud platform offers dashboards that can combine data from multiple modules, centralized addressing, and integration between tax disbursements and accounts payable.

Regarding implementation, Keegan explained it would take approximately 6-9 months from contract execution to going live. The timeline includes project planning, data extraction, configuration, training, and post-implementation support.

Treasurer Ryan asked about transitioning from county assessing and tax services to the cloud system and how it would affect the village's tax process. Keegan assured her that the system would still be able to export data to other entities.

Trustee McCanney expressed concerns about data ownership and backup, asking if the township could maintain a local copy of their data. Keegan explained that BS&A does not claim ownership of customer data and would provide a full SQL backup if requested. He confirmed that the contract explicitly states that BS&A does not own the township's data.

Clerk Winchester noted that the upgrade would improve workflow and offer better features for both staff and residents. Treasurer Ryan mentioned that currently their tax and assessing data on the website is only updated weekly because of the import process from the county system.

When asked about costs, Treasurer Ryan stated that the annual cost in the proposal is about \$33,000 compared to their current cost of approximately \$12,000, representing an increase of

about \$21,000. Keegan explained that the annual fee would increase each year by either CPI or 5%, whichever is lower.

REPORTS

TRUSTEES

Trustee McCanney reported that the Planning Commission approved an expansion for Crane Heating and Cooling, which would include landscaping improvements to bring their plot up to code. He noted this would help shape the rural town center feel for that district.

Trustee Matson commented that the Trinity Health senior living community construction had begun, and the land clearing was quite dramatic. Clerk Winchester noted that while trees had been removed, the developer would be planting new trees as part of their approved plans.

Trustee Kinnamon announced an upcoming car show hosted by the Chamber of Commerce on Saturday, October 11th at Mount Holly. Vehicles will meet at Waypoint Church between 8:30-9:30 AM before driving the 8.5 miles to Mount Holly. Last year's event had over 200 vehicles in the drive and about 270 at the event. He also mentioned a request he received about cleaning up brush around revolutionary era gravestones in the cemetery, noting the 250th anniversary activities related to revolutionary sites.

Trustee Burton inquired about statutory revenue sharing updates. Treasurer Ryan explained that townships didn't receive statutory revenue sharing until recently, and while they're now looking to pull it back, it won't significantly impact Holly Township's budget. She confirmed that constitutional revenue sharing remains protected.

TREASURER

Treasurer Ryan reported on her first Holly Initiative for Action (HIA) meeting. She shared upcoming HIA events:

- Family education events on September 29th and October 20th
- Mental health fair in November
- Participation in the Halloween car show on October 1st
- Being the "Roundup charity" at Goodwill for November and December

CLERK

Clerk Winchester had no report.

PUBLIC COMMENT – None.

OLD BUSINESS – None.

NEW BUSINESS

1. BS&A Cloud Proposal.

The Board discussed the BS&A cloud proposal. Trustee McCanney emphasized the importance of maintaining local data backups for disaster recovery and to prevent being "held hostage" by the vendor.

- **Motion by Trustee Matson to move forward in the BS&A cloud proposal process contingent upon reviewing of contract at a later meeting. Supported by Trustee Kinnamon. A roll call vote was taken. All present voted yes. The motion carried.**

2. **Municipal Credit and Community Interlocal Agreement with SMART.**

Clerk Winchester explained that this agreement was previously an annual renewal, but since there is now only one vendor, the agreement would be ongoing instead of annual. The agreement transfers SMART funding to Western-Oakland Transportation Authority (WOTA). She noted the township attorney had reviewed the agreement.

- **Motion by Winchester to approve the municipal credit and community interlocal agreement with SMART. Supported by Trustee Matson. A roll call vote was taken. All present voted yes. The motion carried.**

3. **Holly Area Youth Assistance Contract.**

Clerk Winchester presented the annual contract with Holly Area Youth Assistance, noting that the budget had been increased from \$2,600 to \$3,500 per year.

- **Motion by Burton to approve the Holly Youth Assistance contract. Supported by Winchester. A roll call vote was taken. All present voted yes. The motion carried.**

PUBLIC COMMENT

No Public Comment.

ADJOURNMENT – Trustee Matson, Chair adjourned the meeting at 7:19 pm.

Karin Winchester, Clerk

PERIOD ENDING 09/30/2025

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE 09/30/2025		ACTIVITY FOR MONTH 09/30/2025		AVAILABLE BALANCE		% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	INCREASE (DECREASE)			
Fund 206 - FIRE AND EMERGENCY SPECIAL ASSESSMENT										
Revenues										
Dept 000 - GENERAL										
206-000-451-000	SPECIAL ASSESSMENT COLLECTION	1,239,746.00	0.00	0.00	0.00	1,239,746.00	0.00	0.00		
206-000-665-000	INTEREST	100.00	7.31	7.31	2.29	92.69	7.31	7.31		
206-000-678-000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
206-000-699-101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
206-000-699-390	TRANSFER FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total Dept 000 - GENERAL		1,239,846.00	7.31	7.31	2.29	1,239,838.69	0.00	0.00		
Dept 338 - FIRE AND EMERGENCY										
206-338-699-000 TRANSFERS FROM OTHER FUNDS										
Total Dept 338 - FIRE AND EMERGENCY		0.00	0.00	0.00	0.00	0.00	0.00	0.00		
TOTAL REVENUES		1,239,846.00	7.31	7.31	2.29	1,239,838.69	0.00	0.00		
Expenditures										
Dept 338 - FIRE AND EMERGENCY										
206-338-740-000	OPERATING EXPENSES	1,100.00	214.46	214.46	106.33	885.54	19.50	19.50		
206-338-802-000	CONTRACTED SERVICES	1,130,575.00	591,505.00	591,505.00	0.00	539,070.00	52.32	52.32		
206-338-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
206-338-995-101	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
206-338-995-390	TRANSFER TO FUND BALANCE	108,171.00	0.00	0.00	0.00	108,171.00	0.00	0.00		
Total Dept 338 - FIRE AND EMERGENCY		1,239,846.00	591,719.46	591,719.46	106.33	648,126.54	47.73	47.73		
TOTAL EXPENDITURES		1,239,846.00	591,719.46	591,719.46	106.33	648,126.54	47.73	47.73		
Fund 206 - FIRE AND EMERGENCY SPECIAL ASSESSMENT:										
TOTAL REVENUES		1,239,846.00	7.31	7.31	2.29	1,239,838.69	0.00	0.00		
TOTAL EXPENDITURES		1,239,846.00	591,719.46	591,719.46	106.33	648,126.54	47.73	47.73		
NET OF REVENUES & EXPENDITURES		0.00	(591,712.15)	(104.04)		591,712.15	100.00	100.00		
BEG. FUND BALANCE		432,912.49	432,912.49			13,298.66				
NET OF REVENUES/EXPENDITURES - 2024-25		432,912.49	(145,501.00)			13,298.66				
END FUND BALANCE						13,298.66				

PERIOD ENDING 09/30/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 213 - PEG FUNDS						
Revenues						
Dept 000 - GENERAL						
213-000-478-000	PEG FUNDS	6,400.00	0.00	0.00	6,400.00	0.00
213-000-665-000	INTEREST	6,000.00	1,120.92	355.94	4,879.08	18.68
213-000-699-390	TRANSFER FROM FUND BALANCE	108,232.00	0.00	0.00	108,232.00	0.00
Total Dept 000 - GENERAL		120,632.00	1,120.92	355.94	119,511.08	0.93
TOTAL REVENUES						
		120,632.00	1,120.92	355.94	119,511.08	0.93
Expenditures						
Dept 213 - PEG						
213-213-740-000	OPERATING EXPENSES	120,632.00	1,415.69	0.00	119,216.31	1.17
213-213-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 213 - PEG		120,632.00	1,415.69	0.00	119,216.31	1.17
TOTAL EXPENDITURES						
		120,632.00	1,415.69	0.00	119,216.31	1.17
Fund 213 - PEG FUNDS:						
TOTAL REVENUES						
		120,632.00	1,120.92	355.94	119,511.08	0.93
TOTAL EXPENDITURES						
		120,632.00	1,415.69	0.00	119,216.31	1.17
NET OF REVENUES & EXPENDITURES						
		0.00	(294.77)	355.94	294.77	100.00
BEG. FUND BALANCE						
		98,559.06	98,559.06			
NET OF REVENUES/EXPENDITURES - 2024-25						
		5,154.88	5,154.88			
END FUND BALANCE						
		98,559.06	103,419.17		5,154.88	

PERIOD ENDING 09/30/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 214 - METRO ACT FUNDS						
Revenues						
Dept 000 - GENERAL						
214-000-572-000	METRO ACT PAYMENTS	8,000.00	0.00	0.00	8,000.00	0.00
214-000-665-000	INTEREST	4,400.00	1,118.50	344.80	3,281.50	25.42
214-000-699-390	TRANSFER FROM FUND BALANCE	109,631.00	0.00	0.00	109,631.00	0.00
Total Dept 000 - GENERAL		122,031.00	1,118.50	344.80	120,912.50	0.92
TOTAL REVENUES		122,031.00	1,118.50	344.80	120,912.50	0.92
Expenditures						
Dept 214 - METRO ACT						
214-214-740-000	OPERATING EXPENSES	122,031.00	0.00	0.00	122,031.00	0.00
214-214-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 214 - METRO ACT		122,031.00	0.00	0.00	122,031.00	0.00
TOTAL EXPENDITURES		122,031.00	0.00	0.00	122,031.00	0.00
Fund 214 - METRO ACT FUNDS:						
TOTAL REVENUES		122,031.00	1,118.50	344.80	120,912.50	0.92
TOTAL EXPENDITURES		122,031.00	0.00	0.00	122,031.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,118.50	344.80	(1,118.50)	100.00
BEG. FUND BALANCE		97,843.52	97,843.52		17,404.79	
NET OF REVENUES/EXPENDITURES - 2024-25		97,843.52	116,366.81		17,404.79	
END FUND BALANCE						

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	09/30/2025	(ABNORMAL)	MONTH 09/30/2025	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 249 - BUILDING										
Revenues										
Dept 000 - GENERAL										
249-000-476-000	LICENSES & PERMITS	100,000.00		41,804.50		14,064.32		58,195.50		41.80
249-000-665-000	INTEREST	1,649.00		989.57		275.81		659.43		60.01
249-000-699-390	TRANSFER FROM FUND BALANCE	40,617.00		0.00		0.00		40,617.00		0.00
Total Dept 000 - GENERAL		142,266.00		42,794.07		14,340.13		99,471.93		30.08
TOTAL REVENUES		142,266.00		42,794.07		14,340.13		99,471.93		30.08
Expenditures										
Dept 371 - BUILDING INSPECTION										
249-371-702-000	SALARIES	0.00		0.00		0.00		0.00		0.00
249-371-710-000	PENSION	0.00		0.00		0.00		0.00		0.00
249-371-715-000	SOCIAL SECURITY	0.00		0.00		0.00		0.00		0.00
249-371-720-000	HEALTH/LIFE INSURANCE	0.00		0.00		0.00		0.00		0.00
249-371-740-000	OPERATING EXPENSES	9,000.00		6,266.60		1,500.62		2,733.40		69.63
249-371-805-000	BUILDING INSPECTOR	25,000.00		14,401.64		5,052.64		10,598.36		57.61
249-371-806-000	ELECTRICAL INSPECTOR	8,000.00		3,665.40		1,656.60		4,334.60		45.82
249-371-807-000	MECHANICAL INSPECTOR	10,000.00		3,645.60		1,400.40		6,354.40		36.46
249-371-808-000	PLUMBING INSPECTOR	6,000.00		2,072.40		606.60		3,927.60		34.54
249-371-830-000	DUES, SUBS & TUITION	500.00		0.00		0.00		500.00		0.00
249-371-860-000	MILEAGE REIMBURSEMENT	0.00		0.00		0.00		0.00		0.00
249-371-941-000	LEASE PAYMENT	18,000.00		4,500.00		1,500.00		13,500.00		25.00
249-371-942-000	LABOR DUE TO GENERAL FUND	65,766.00		16,441.50		5,480.50		49,324.50		25.00
249-371-955-000	MISCELLANEOUS	0.00		0.00		0.00		0.00		0.00
249-371-995-390	TRANSFER TO FUND BALANCE	0.00		0.00		0.00		0.00		0.00
Total Dept 371 - BUILDING INSPECTION		142,266.00		50,993.14		17,197.36		91,272.86		35.84
TOTAL EXPENDITURES		142,266.00		50,993.14		17,197.36		91,272.86		35.84
Fund 249 - BUILDING:										
TOTAL REVENUES		142,266.00		42,794.07		14,340.13		99,471.93		30.08
TOTAL EXPENDITURES		142,266.00		50,993.14		17,197.36		91,272.86		35.84
NET OF REVENUES & EXPENDITURES		0.00		(8,199.07)		(2,857.23)		8,199.07		100.00
BEG. FUND BALANCE		137,558.17		137,558.17						
NET OF REVENUES/EXPENDITURES - 2024-25				(26,230.61)				(26,230.61)		
END FUND BALANCE		137,558.17		103,128.49						

PERIOD ENDING 09/30/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 401 - CAPITAL IMPROVEMENT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-665-000	INTEREST	0.00	13,107.14	4,104.41	(13,107.14)	100.00
401-000-699-000	TRANSFERS FROM OTHER FUNDS	3,752,003.00	0.00	0.00	3,752,003.00	0.00
401-000-699-390	TRANSFER FROM FUND BALANCE	1,247,997.00	0.00	0.00	1,247,997.00	0.00
Total Dept 000 - GENERAL		5,000,000.00	13,107.14	4,104.41	4,986,892.86	0.26
TOTAL REVENUES		5,000,000.00	13,107.14	4,104.41	4,986,892.86	0.26
Expenditures						
Dept 000 - GENERAL						
401-000-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - GENERAL		0.00	0.00	0.00	0.00	0.00
Dept 901 - CAPITAL IMPROVEMENT						
401-901-955-000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
401-901-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
401-901-973-000	TOWNSHIP HALL SERVICES & EXPENSES	5,000,000.00	13,170.00	13,170.00	4,986,830.00	0.26
401-901-974-000	FARMSTEAD PROJECT	0.00	0.00	0.00	0.00	0.00
401-901-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CAPITAL IMPROVEMENT		5,000,000.00	13,170.00	13,170.00	4,986,830.00	0.26
TOTAL EXPENDITURES		5,000,000.00	13,170.00	13,170.00	4,986,830.00	0.26
Fund 401 - CAPITAL IMPROVEMENT FUND:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		0.00	13,107.14	4,104.41	4,986,892.86	0.26
NET OF REVENUES/EXPENDITURES - 2024-25		749,931.17	13,170.00	13,170.00	4,986,830.00	0.26
END FUND BALANCE		749,931.17	(62.86) 749,931.17 528,749.30 1,278,617.61	(9,065.59)	62.86	100.00
		749,931.17			528,749.30	

PERIOD ENDING 09/30/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 403 - CAPITAL GRANT FUND						
Revenues						
Dept 000 - GENERAL						
403-000-665-000	INTEREST	0.00	2,407.27	990.40	(2,407.27)	100.00
403-000-674-000	CHARLES MOTT GRANT FUNDS	0.00	0.00	0.00	0.00	0.00
403-000-675-000	THE GLENMEDE TRUST GRANT FUNDS	0.00	0.00	0.00	0.00	0.00
403-000-679-000	COMMUNITY FOUNDATION	18,000.00	0.00	0.00	18,000.00	0.00
403-000-699-390	TRANSFER FROM FUND BALANCE	225,545.00	0.00	0.00	225,545.00	0.00
Total Dept 000 - GENERAL		243,545.00	2,407.27	990.40	241,137.73	0.99
TOTAL REVENUES						
		243,545.00	2,407.27	990.40	241,137.73	0.99
Expenditures						
Dept 903 - CAPITAL OUTLAY						
403-903-976-000	CAPITAL OUTLAY - CHARLES MOTT GRANT	0.00	0.00	0.00	0.00	0.00
403-903-977-000	CAPITAL OUTLAY - GLEN MEADE TRUST FUND	225,545.00	54,642.02	15,989.29	170,902.98	24.23
403-903-978-000	COMMUNITY FOUNDATION	18,000.00	14,264.00	0.00	3,736.00	79.24
Total Dept 903 - CAPITAL OUTLAY		243,545.00	68,906.02	15,989.29	174,638.98	28.29
TOTAL EXPENDITURES						
		243,545.00	68,906.02	15,989.29	174,638.98	28.29
Fund 403 - CAPITAL GRANT FUND:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES		243,545.00	2,407.27	990.40	241,137.73	0.99
BEG. FUND BALANCE		243,545.00	68,906.02	15,989.29	174,638.98	28.29
NET OF REVENUES/EXPENDITURES - 2024-25		0.00	(66,498.75)	(14,998.89)	66,498.75	100.00
END FUND BALANCE		243,461.67	243,461.67		(1,575.32)	
		243,461.67	175,387.60			

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 404 - ROAD IMPROVEMENTS						
Revenues						
Dept 000 - GENERAL						
404-000-665-000	INTEREST	0.00	1,834.54	589.56	(1,834.54)	100.00
404-000-699-101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
404-000-699-390	TRANSFER FROM FUND BALANCE	168,306.00	0.00	0.00	168,306.00	0.00
Total Dept 000 - GENERAL						
		168,306.00	1,834.54	589.56	166,471.46	1.09
TOTAL REVENUES						
		168,306.00	1,834.54	589.56	166,471.46	1.09
Expenditures						
Dept 404 - ROAD IMPROVEMENT FUND						
404-404-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
404-404-995-401	TRANSFER TO CAPITAL PROJECT FUND	168,306.00	0.00	0.00	168,306.00	0.00
Total Dept 404 - ROAD IMPROVEMENT FUND						
		168,306.00	0.00	0.00	168,306.00	0.00
TOTAL EXPENDITURES						
		168,306.00	0.00	0.00	168,306.00	0.00
Fund 404 - ROAD IMPROVEMENTS:						
TOTAL REVENUES						
		168,306.00	1,834.54	589.56	166,471.46	1.09
TOTAL EXPENDITURES						
		168,306.00	0.00	0.00	168,306.00	0.00
NET OF REVENUES & EXPENDITURES						
		0.00	1,834.54	589.56	(1,834.54)	100.00
BEG. FUND BALANCE						
		61,884.82	61,884.82		107,041.36	
NET OF REVENUES/EXPENDITURES - 2024-25						
		61,884.82	170,760.72		107,041.36	
END FUND BALANCE						
TOTAL REVENUES - ALL FUNDS						
		7,036,626.00	62,389.75	20,727.53	6,974,236.25	0.89
TOTAL EXPENDITURES - ALL FUNDS						
		7,036,626.00	726,204.31	46,462.98	6,310,421.69	10.32
NET OF REVENUES & EXPENDITURES						
		0.00	(663,814.56)	(25,735.45)	663,814.56	100.00
BEG. FUND BALANCE - ALL FUNDS						
		1,822,150.90	1,822,150.90			
END FUND BALANCE - ALL FUNDS						
		1,822,150.90	1,802,179.40			

10/09/2025

INVOICE GL DISTRIBUTION REPORT FOR HOLLY TOWNSHIP
 POST DATES 09/18/2025 - 10/15/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Invoice Description	Amount
Fund 101 GENERAL FUND			
Dept 171 SUPERVISOR			
101-171-830-000	DUES, SUBS & TUITION	PURE OAKLAND WATER SEMINAR	35.00
			35.00
Dept 253 TREASURER			
101-253-830-000	DUES, SUBS & TUITION	TREASURERS ASSOC. MEMBERSHIP RENEWAL	99.00
			99.00
Dept 255 TREASURER ADMINISTRATION			
101-255-830-000	DUES, SUBS & TUITION	TREASURERS ASSOC. MEMBERSHIP RENEWAL	99.00
			99.00
Dept 257 ASSESSING			
101-257-802-000	CONTRACTED SERVICES	ASSESSOR SERVICES-SEP & OCT 2025	19,140.00
101-257-802-000	CONTRACTED SERVICES	NOV 2025-ASSESSING SERVICES	9,570.00
			28,710.00
Dept 261 CODE ENFORCEMENT			
101-261-802-000	CONTRACTED SERVICES	CODE ENFORCEMENT SERVICES- AUG 2025	1,644.75
			1,644.75
Dept 265 TOWNSHIP PROPERTIES			
101-265-920-000	UTILITIES	SEP 25-120 S SAGINAW ST	444.09
101-265-920-000	UTILITIES	SEP 25-4092 GRANGE HALL RD	219.44
101-265-920-000	UTILITIES	SEP 25-13465 N. HOLLY RD	9.25
101-265-920-000	UTILITIES	SEP 25-13409 N. HOLLY RD	11.18
101-265-920-000	UTILITIES	SEP 25-4092 GRANGE HALL RD	37.05
101-265-920-000	UTILITIES	SEP 2025-102 CIVIC DR	59.72
101-265-930-000	MAINTENANCE & REPAIRS	AUG 25- OFFICE CLEANING	750.00
101-265-930-000	MAINTENANCE & REPAIRS	SEP 25	625.00
101-265-930-000	MAINTENANCE & REPAIRS	FARMSTEAD S HOUSE FOUNDATION REPAIR	1,500.00
101-265-930-000	RUGS	SEP 25	297.18
101-265-930-000	MAINTENANCE & REPAIRS	SEP 25	152.82
101-265-930-000	MAINTENANCE & REPAIRS	TOWNSHIP BUILDING-4092 GRANGE HALL RD	670.00
101-265-930-000	MAINTENANCE & REPAIRS	MEN'S BATHROOM REPAIR	165.96
			4,941.69

Dept 267 ARPA OPERATING EXPENSES

101-267-740-000	ARPA OPERATING EXPENSES SENIOR CHORE-9/1/25-9/30/25	11,371.00
101-267-740-000	ARPA OPERATING EXPENSES SENIOR CHORE-ADDITIONAL MOWS	479.50
		<u>11,850.50</u>

Dept 272 GENERAL SERVICES

101-272-740-000	OPERATING EXPENSES	COPIER RENTAL 7/5-25-8/4/25	249.58
101-272-740-000	OPERATING EXPENSES	SEP 25-WATER	30.45
101-272-740-000	OPERATING EXPENSES	SEP 25-WATER	21.95
101-272-740-000	OPERATING EXPENSES	OCT 25-WATER COOLER	14.00
101-272-740-000	OPERATING EXPENSES	ALARM SERVICE-10/1/25-12/31/25	372.69
101-272-816-000	COMPUTER MAINTENANCE	PC MONITORS	1,586.89
101-272-816-000	COMPUTER MAINTENANCE	PC WORK STATIONS	6,681.92
101-272-820-000	ORDINANCE CODIFICATION	ONLINE CODE HOSTING SUBSCRIPTION	1,246.87
101-272-900-000	LEGAL NOTICES	SEPTEMBER 25	1,053.00
101-272-956-000	INSURANCE	7/1/25-1/1/26 POLICY RENEWAL	698.00
			<u>11,955.35</u>

Dept 441 PUBLIC WORKS

101-441-821-000	CEMETERY	AUG 25- CEMETERY LAWN MAINTENANCE	360.00
101-441-821-000	CEMETERY	CEMETERY BRUSH AND TREE CLEANUP	1,280.00
101-441-821-000	CEMETERY	CEMETERY BRUSH AND TREE CLEANUP	860.00
101-441-822-000	CLEANUP DAYS	FALL CLEANUP 2025	3,953.25
101-441-826-000	ROAD MAINT.-CHLORIDE	2025 CHLORIDE-2ND INSTALLMENT	43,398.00
			<u>49,851.25</u>

Dept 660 COMMUNITY SERVICES

101-660-844-000	YOUTH ASSISTANCE	HAYA AGREEMENT-7/1/25-6/30/26	3,500.00
			<u>3,500.00</u>

Dept 701 PLANNING

101-701-812-000	ENGINEER SERVICES	AUG 25-TOWNSHIP SERVICES	3,451.07
101-701-812-000	ENGINEER SERVICES	AUG 25-TOWNSHIP SAFETY PATH	1,286.96
101-701-812-000	ENGINEER SERVICES	SOUTH FLINT GRAVEL/GILLISPIE	462.00
			<u>5,200.03</u>

117,886.57

Fund 206 FIRE AND EMERGENCY SPECIAL ASSESSMENT

Dept 338 FIRE AND EMERGENCY

206-338-740-000	OPERATING EXPENSES	SEP 25-2413 BELFORD RD WELL HYDRANT	29.07
206-338-740-000	OPERATING EXPENSES	SEP 25-4485 NELSON SCOTT DR WELL HYDRANT	46.27
206-338-740-000	OPERATING EXPENSES	SEP 25-13323 FISH LAKE RD WELL HYDRANT	29.07

104.41

104.41

Fund 249 BUILDING

Dept 371 BUILDING INSPECTION

249-371-740-000	OPERATING EXPENSES	BUILDING DEPARTMENT FILE MAINTENANCE	396.00
249-371-740-000	OPERATING EXPENSES	9/22/25 - 9/25/22 BLDG DEPT FILE MAINTENANCE	432.00
249-371-740-000	OPERATING EXPENSES	9/29/25 - 10/02/25 BLDG DEPT FILE MAINTENANCE	333.00
249-371-740-000	OPERATING EXPENSES	BUILDING DEPARTMENT FILE MAINTENANCE	234.00
249-371-805-000	BUILDING INSPECTOR	9/01/25 - 9/15/25	3,272.52
249-371-805-000	BUILDING INSPECTOR	9/16/25 - 9/30/25	1,380.71
249-371-806-000	ELECTRICAL INSPECTOR	9/01/25 - 9/15/25	1,180.20
249-371-806-000	ELECTRICAL INSPECTOR	9/16/25 - 9/30/25	471.00
249-371-807-000	MECHANICAL INSPECTOR	9/01/25 - 9/15/25	769.20
249-371-807-000	MECHANICAL INSPECTOR	9/16/25 - 9/30/25	730.20
249-371-808-000	PLUMBING INSPECTOR	9/01/25 - 9/15/25	178.80
249-371-808-000	PLUMBING INSPECTOR	9/16/25 - 9/30/25	833.40
			10,211.03
			10,211.03

Fund 401 CAPITAL IMPROVEMENT FUND

Dept 901 CAPITAL IMPROVEMENT

401-901-973-000	TOWNSHIP HALL SERVICES / ENGINEER SERVICES - NEW TWP HALL	13,170.00
		13,170.00
		13,170.00

Fund 101 GENERAL FUND 117,886.57

Fund 206 FIRE AND EMERGENCY SPECIAL ASSESSM 104.41

Fund 249 BUILDING 10,211.03

Fund 401 CAPITAL IMPROVEMENT FUND 13,170.00

Total For All Funds: 141,372.01

NORTH OAKLAND COUNTY FIRE AUTHORITY
Board of Directors Meeting
September 23, 2025, 6:30 PM
Location: NOCFA Station 1, 5051 Grange Hall Road, Holly, MI 48442
MINUTES

CALL TO ORDER: Chairperson Kullis called the meeting to order at 6:32 pm.

MEMBERS PRESENT: Winchester, Miller, Johnson, Kullis

MEMBERS ABSENT: Stilwell

Motion by Winchester to excuse Stilwell. Supported by Miller. A voice vote was taken. All present voted yes. The motion was carried 4/0.

AGENDA APPROVAL

Motion by Winchester to approve the agenda as presented. Supported by Miller. A voice vote was taken. All present voted yes. The motion was carried 4/0.

CONSENT AGENDA APPROVAL

Motion by Winchester to approve the Consent Agenda as presented. Supported by Johnson. A roll call vote was taken. All present voted yes. The motion was carried 4/0.

PUBLIC COMMENT – ON AGENDA ITEMS ONLY – No public comment

PRESENTATIONS – None

UNFINISHED BUSINESS

1. Fire and Emergency Services Consolidation

No action taken.

NEW BUSINESS - None

REPORTS

☐ Chief's Report

- Obtained three bids for the HVAC system – Professional = \$14,800; Goyette - \$24,300; Blessing = \$19,000. (At the August meeting, the board approved up to \$16k for the new system).
- Run Counts – 118 Total; Holly = 44; Rose Township = 43; I-75 = 14; Mutual Aid = 17
- OT expense is \$39k; budget of \$25k was an estimate, so it is not unexpected to be over budget
- Open Shifts = 1% (contributing to OT budget overage)
- Average daily runs = 4
- Asst. Chief Smith
 - 28k people at RenFest – several medical transports
- Chief Seal
 - Wrote a grant amendment; if approved, will have \$80k for length of service awards program
- Lt. Dewey – no report

- Lt Blaska
 - Open House is Oct. 11 at Station 1 – participants include MedStar, MSP, SSRT, Holly Area Coalition. Holly Auto has donated two cars to cut up. Also bike raffle and hot dogs.
 - Community events – Diehl's Orchard on Sept 27; HHS Career Day on Oct 15; Rose Hill 5k upcoming.
- ☐ Firefighters Association – Lt Blaska
 - Donated \$500 for bikes for upcoming open house
 - Paid to have FF Smitty's name on wall at Firemen's Memorial (Roscommon County)
 - Discussing banquet – possible Feb/Mar date
- ☐ Holly Township
 - New, upgraded recording equipment for board and commission meetings
 - Clean-up day is Oct. 4
 - Tire clean-up – have already removed 2 loads of tires
- ☐ Rose Township
 - Board meeting on 9/10 – discussed 4-way stop signs
 - 73 residents are impacted by the Mill Pond drawdown
 - Last NoHaz event was Sept. 13
 - EGLE will be installing a night sky vision platform at Rose Oaks Parks
 - Residents want speed limits reduced on curves on Milford Road
 - On Sep. 10 Debbie, Dan, and Chief Weil attended *the Emerging Issues for Emergency Management* conference in Frankenmuth – common issues include hiring, salaries, and equipment costs
- ☐ Citizen at Large – Johnson
 - Stated that the Emerging Issues conference had very valuable information and confirmed that common issues revolve around money – salaries, hires, equipment

PUBLIC COMMENT - None

ADJOURNMENT – Chairperson Kullis adjourned the meeting at 7:20 pm.

Submitted by: Diane Hill, Recording Secretary

Holly Township
Planning Commission – Regular Meeting
Minutes of September 10, 2025

CALL TO ORDER: Commissioner Mitchell called the regular meeting of the Holly Township Planning Commission to order at 6:30 p.m. located at the Holly Township Offices (Upstairs), 102 Civic Drive, Holly, Michigan 48442

PLEDGE OF ALLEGIANCE

ROLL CALL

Present

Glen Mitchell, Michael McCanney, Ben Armstead, Chuck Stoner, Leslie Jorgensen and Derek Sommer.

Members Absent

Ray Kerton.

Others Present

Alexis Farrell, Planner and Clerk Winchester.

- **Motion by Commissioner Mitchell to excuse Commissioner Kerton. Supported by Commissioner Sommer. A voice vote was taken. All present voted yes. The motion carried 6/0.**

AGENDA APPROVAL

Motion by Commissioner Mitchell to approve the agenda as amended. Supported by Commissioner Sommer. A voice vote was taken. All present voted yes. The motion carried 6/0.

PUBLIC COMMENT – For Items on the Agenda Only: No Public Comment.

PUBLIC HEARINGS: None.

APPROVAL OF MINUTES – August 13, 2025

Motion by Commissioner Sommer to approve August 13, 2025 minutes. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion carried 6/0.

COMMUNICATIONS: None.

OLD BUSINESS

1. Planning Commission Bylaws.

Proposed amendments are being reviewed by the Township Attorney. The Commissioners took no action.

2. Special Land Use Application from Jeff Yacobelli (Krane Heating & Cooling) 3008 Grange Hall Rd., Holly, MI 48442 to operate a Heating and Cooling Contractors Office and Warehouse on parcel number 01-12-476-002 in a C2 Zoning District.

The Commission discussed details regarding the sidewalk requirements for the property. Secretary Ben Armstead raised concerns about the proposed 8-foot pathway heading east across the road to the plaza, noting there was no crossing going north. He mentioned that they had recently approved a similar pathway for Trilogy less than a quarter mile north and suggested it would be logical to connect these pathways. Armstead questioned the standard sidewalk width requirements, stating he hadn't seen 6-foot wide sidewalks in Holly before.

Armstead expressed his belief that development of sidewalks on the north side of Grange Hall Road would likely happen first since they were closer to that goal. He emphasized that a north-south pathway connection was important and suggested it would be easier to establish crossings on Grange Hall Road first due to existing sites between locations.

Trustee Michael McCanney inquired about safety path documentation, referencing the Hubbell Roth document which noted that the safety path was not properly documented in the submitted drawings. He asked if this could be handled administratively, particularly regarding the 15-foot easements required by section 14, 137.8.

Commissioner Jorgensen questioned the consistency in applying master plan requirements, noting that cross access to adjacent parcels was being treated differently than sidewalk requirements. She expressed concern about selectively enforcing different aspects of the master plan, stating, "It kind of feels like a pick and choose what we're following in the master plan and what we're actually making stick."

Commissioner Mitchell noted that the Commission generally agreed on wanting sidewalks, but the issue was about connectivity since there were no other sidewalks currently connecting to this location. He also clarified whether concrete or asphalt pathways were required.

The applicant, Jeff Yacobelli, addressed the Commission about these issues. Commissioner Mitchell reiterated that Grange Hall Road was busy enough to warrant sidewalks on both sides, and Fish Lake Road should also have sidewalks on at least one side. He stated that sidewalks have been needed along Grange Hall Road for 30-40 years, especially given the school, senior housing, and apartments in the area.

Regarding the dumpster location, the Commission discussed concerns about its placement on a corner lot with significant public visibility. There was debate about whether the dumpster could be placed between buildings or needed to be moved to a less visible location. Jeff Yacabelli explained his intentions to use appropriate materials for the dumpster enclosure to ensure it would not be an eyesore.

After deliberation, the Commission agreed to handle both the pathway/sidewalk requirements and dumpster location through administrative approval processes.

- **Commissioner McCanney moved to grant special land use approval for a heating and cooling contractor operation considered a general building and landscape contractor's offices and yards in the zoning ordinance. At 3008 Grange Hall Road, parcel ID number 01-28-302-012, contingent on the following conditions:**

Approval of the associated site plan and submission for its request is attained.

This is based upon the following findings of fact:

- **Consistency with adjacent properties. The proposed heating and cooling contractor operation is consistent with the character and intent of the General Commercial District, which is intended to provide a district in which the community's regional commercial and business facilities can be centralized to most efficiently serve the township and surrounding areas. The use is compatible with adjacent commercial developments, particularly nearby contractor's offices in the vicinity.**
- **Consistency with the Master Plan. The proposed heating and cooling contractor operation are consistent with the site's Future Land Use designation of Rural Town Center in the Township's 2024 Master Plan.**
- **Consistency with the Grange Hall/Fish Lake Overlay District. The proposed use and physical improvements to the site bring the property closer to compliance with the Grange Hall/Fish Lake Overlay District. While the building is set back and not mixed-use in nature, given that it is a reoccupation of an existing building, the proposed landscaping, pathway, and façade upgrades will greatly improve the character and aesthetic of the site.**
- **Infrastructure exists to support the project. The proposed use is expected to be adequately served by existing public utilities and infrastructure without negatively impacting service levels for surrounding properties.**
- **Vehicular Access. The proposed use includes access from Fish Lake and Grange Hall roads and is not expected to create major traffic concerns.**

Supported by Commissioner Stoner. A voice vote was taken. All present voted yes. The motion carried 6/0.

3. Site Plan Application by Jeff Yacobelli (Krane Heating & Cooling) 3008 Grange Hall Rd., Holly, MI 48442 - Parcel 01-28-302-012

Commissioner McCanney moved to approve the site plan for the heating and cooling contractor operation considered a general building and landscape contractors offices and yards in the zoning ordinance at 3008 Grange Hall Road parcel ID is 01-28-302-012 contingent on the following conditions:

1. Approval of the associated special use permit for this request is obtained.
2. Administrative approval of the final plans is attained to address the following items for compliance. 1 materials and additional construction details for the proposed pathways.
3. Dumpster enclosure material and side setback between the proposed enclosure office and pole barn addition and
4. The photometric plan is updated to reflect the newly proposed sconces.

Supported by Commissioner Stoner. A voice vote was taken. All present voted yes. The motion carried 6/0.

REPORTS

Commissioner Mitchell mentioned that Ray Kerton wanted to invite people to an event on Friday the 19th, which would include a free lunch at Kerton Lumber.

PUBLIC COMMENT

Tom Metz 3402 Ray Rd., Holly addressed the Commission.

ADJOURNMENT

- **Motion by Commissioner Sommer to adjourn the meeting. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion carried 6/0.**

ADJOURNMENT – Commissioner Mitchell adjourned the meeting at 7:32 pm.

Karin S. Winchester, Clerk

Revenue Totals Report

10/08/2025

Record Type	Exact Type	Category	Description	Entries	Amount
Permit	Building	Commercial	Com, Remodel	1	150.00
Permit	Building	Commercial	Com, REROOF	1	35.00
Permit	Building	Commercial	Com, RESHINGLE	3	420.00
Permit	Building	Commercial	Commercial Base Permit Fee	6	600.00
Permit	Building	Inspection	Inspection, NO PERMIT INSPECTION	1	65.00
Permit	Building	Inspection	Inspection, Re-Inspection	1	65.00
Permit	Building	Registration Fee	Registration - Builder	1	15.00
Permit	Building	Residential	PLAN REVIEW	11	585.00
Permit	Building	Residential	Res, Addition	2	161.17
Permit	Building	Residential	Res, Garage	5	385.95
Permit	Building	Residential	Res, Porch/Deck/Balcony	3	135.00
Permit	Building	Residential	Res, Remodel	1	(67.50)
Permit	Building	Residential	Res, REROOF	2	895.20
Permit	Building	Residential	Residential New SF	5	2,821.50
Permit	Building	Standard Item	Base fee	12	750.00
Permit	Electrical	Alarm System	FIRE ALARM	1	25.00
Permit	Electrical	Inspection	ELECTRICAL SERVICE	1	75.00
Permit	Electrical	Inspection	INSPECTION, SERVICE	7	525.00
Permit	Electrical	License Fee	Registration - Electrical	2	30.00
Permit	Electrical	Plan Review	Plan Review, Electrical	1	130.00
Permit	Electrical	Service	Service, 15 thru 200 amps	6	210.00
Permit	Electrical	Standard Item	A/C Unit	1	20.00
Permit	Electrical	Standard Item	Circuit	3	182.00
Permit	Electrical	Standard Item	Fixture/Device	1	50.00
Permit	Electrical	Standard Item	Motor, 1 - 20 KVA/HP	2	30.00
Permit	Electrical	Standard Item	NEW SF DWELLING UP TO 150 AMPS	3	750.00
Permit	Electrical	Standard Item	PERMIT BASE FEE	9	675.00
Permit	Electrical	Standard Item	Trench	4	50.00
Permit	Mechanical	Cooling	CENTRAL A/C UP TO 8 HP	5	225.00
Permit	Mechanical	Heating	GAS OR SOLID FUEL MANUFACT FIREP	1	25.00
Permit	Mechanical	Inspection	Inspection, Additional	1	65.00
Permit	Mechanical	License Fee	Registration - Mechanical	1	15.00
Permit	Mechanical	Piping	Piping, Gas, per Outlet	4	104.00
Permit	Mechanical	Standard Item	FUEL BURNING EQUIPMENT	3	135.00
Permit	Mechanical	Standard Item	Humidifier	1	15.00
Permit	Mechanical	Standard Item	Permit Base Fee	9	665.00
Permit	Mechanical	Standard Item	Res, New SF Dwelling	5	1,250.00
Permit	Plumbing	Distribution	WATER DISTRIBUTION PIPING, RES	3	30.00
Permit	Plumbing	Inspection	Inspection, Additional	4	260.00
Permit	Plumbing	License Fee	Registration - Plumbing Company	1	15.00

Population: All Records

Transaction.DateToPostOn Between 9/1/2025
12:00:00 AM AND 9/30/2025 11:59:59 PM

Permit	Plumbing	Sewer/Drain	Sump Pump	3	30.00
Permit	Plumbing	Standard Item	Fixture	5	376.00
Permit	Plumbing	Standard Item	Meter, Sprinkler	1	10.00
Permit	Plumbing	Standard Item	Meter, Water	3	30.00
Permit	Plumbing	Standard Item	Permit Base Fee	5	375.00
Permit	Plumbing	Standard Item	Res, New SF Dwelling	2	550.00
Permit	Plumbing	Standard Item	Stack	3	96.00
Permit	SHED ZONING COM Plan Review		SHED ZONING COMPLIANCE PERMIT	1	25.00
Totals				157	14,064.32

Population: All Records

Transaction.DateToPostOn Between 9/1/2025
12:00:00 AM AND 9/30/2025 11:59:59 PM

HOLLY TOWNSHIP



“UP NORTH IN OAKLAND COUNTY”

102 CIVIC DRIVE
HOLLY, MI 48442
P: 248.634.9331
F: 248.634.5482
WWW.HOLLYTOWNSHIP.ORG

TO: Holly Township Board Members

FROM: Jenn Ryan
Holly Township Treasurer
248-634-9331
treasurer@hollytownship.org

SUBJECT: Treasurer's Quarterly Investment Report
FY2026 Q1 Investments as of 09/30/2025

DATE: October 15, 2025

Please find included in this quarterly investment report the current cash and investment information for FY2026 as of September 30, 2025, as well as some economic information and updates on the Township's investment strategy.

Investment Strategy

With the current inverted yield curve and the anticipated expenditures for the new townhall project, the investment strategy is focused on short-term items.

Per the investment policy, the Township's goals include limiting deposits to insurance coverage, diversifying with no more than 50% of the portfolio in one type of investment, and maintaining liquidity with maturity dates of two years or less.

Current authorized institutions include The State Bank, Multi-Bank Securities, and MI CLASS. The plans for future investments include CDARS through The State Bank, federal government obligations (such as US Treasury Bills) purchased through Multi-Bank Securities, and participation in MI CLASS local government investment pool.

SUBJECT: Treasurer's Quarterly Investment Report
FY2026 Q1 Investments as of 09/30/2025

Investment Portfolio

Below is a summary of the cash and investments for Holly Township. Differences between principal and market value do not represent real gains or losses unless the investment is sold before maturity. The "interest" on the checking accounts represents the earnings credits, which are net bank fees.

Fund	Institution	Type	Purchase	Maturity	Yield	Principal	Portion	Market Value	FYTD Interest
Current									
Combined	ChoiceOne Bank	Checking	N/A	N/A	N/A	109,148.10	15%	109,148.10	215.62
Fire SAD	ChoiceOne Bank	Checking	N/A	N/A	N/A	4,283.78		4,283.78	5.54
T&A	ChoiceOne Bank	Checking	N/A	N/A	N/A	35,960.91		35,960.91	46.88
Tax	ChoiceOne Bank	Checking	N/A	N/A	N/A	416,109.00		416,109.00	1,441.33
Combined	ChoiceOne Bank	ICS Account	N/A	N/A	2.50%	339,534.34	9%	339,534.34	2,743.96
Fire SAD	ChoiceOne Bank	ICS Account	N/A	N/A	2.50%	158.34		158.34	0.98
T&A	ChoiceOne Bank	ICS Account	N/A	N/A	2.50%	1,444.71		1,444.71	39.83
General	MI CLASS	Investment Pool	N/A	N/A	4.1943%	330,125.36	62%	330,125.36	3,028.04
PEG	MI CLASS	Investment Pool	N/A	N/A	4.1943%	104,332.95		104,332.95	1,086.50
Metro Act	MI CLASS	Investment Pool	N/A	N/A	4.1943%	104,205.22		104,205.22	1,037.63
Building	MI CLASS	Investment Pool	N/A	N/A	4.1943%	78,492.73		78,492.73	853.14
Capital	MI CLASS	Investment Pool	N/A	N/A	4.1943%	1,192,390.69		1,192,390.69	12,580.13
Grants	MI CLASS	Investment Pool	N/A	N/A	4.1943%	125,326.93		125,326.93	1,362.21
Roads	MI CLASS	Investment Pool	N/A	N/A	4.1943%	167,784.17		167,784.17	1,823.68
Fire SAD	MI CLASS	Investment Pool	N/A	N/A	4.1943%	56.88		56.88	0.79
T&A	MI CLASS	Investment Pool	N/A	N/A	4.1943%	173,469.46		173,469.46	1,980.43
General	Multi-Bank Securities	Money Market	N/A	N/A		14,984.93	0%	14,984.93	131.45
General	Multi-Bank Securities	US Gov't Bonds	05/05/2025	11/15/2025	2.25%	500,000.00	14%	498,920.00	-
						\$ 3,697,808.50	100%	\$ 3,696,728.50	\$ 28,378.14

SUBJECT: Treasurer's Quarterly Investment Report
 FY2026 Q1 Investments as of 09/30/2025

Interfund Loan

Additionally, the General Fund loans money to the Fire SAD Fund each year for the July 1 NOCFA payment. This loan is needed due to the timing of the property tax collections, as the Fire special assessment is on the winter tax bill as payable on December 1. Once winter taxes are collected, the Fire SAD fund pays the January 1 NOCFA payment and pays the balance of the loan back to the General Fund. The balance of the loan from the General Fund to the Fire SAD Fund was \$150,000 on September 30, 2025.

SUBJECT: Treasurer's Quarterly Investment Report
 FY2026 Q1 Investments as of 09/30/2025

Economic Indicators

Inflation

The below inflation data from the US Bureau of Labor Statistics is the Consumer Price Index (CPI). The CPI is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods. The CPI market basket is developed from detailed information provided by families and individuals on what they actually bought.

CPI for the month of Aug 2025 was 0.3%, and the CPI since Aug 2024 was +2.9%.
The CPI information for Sep 2025 was not yet available.

Trend	Sep 23	Dec 23	Mar 24	Jun 24	Sep 24	Dec 24	Mar 25	Jun 25	Aug 25
CPI	3.7%	3.4%	3.5%	3.0%	2.4%	2.9%	2.4%	2.7%	2.9%

CPI-U, US City Average, All Items, 12-month percentage change

Unemployment

The below unemployment data from the US Bureau of Labor Statistics is part of the Current Population Survey (CPS). The CPS is a monthly survey of households that provides comprehensive data on the labor force, employment, unemployment, persons not in the labor force, hours of work, earnings, and other demographic and labor force characteristics.

The average unemployment for 2024 was 4.0%, with unemployment in Aug 2025 at 4.3%.
The unemployment information for Sep 2025 was not yet available.

Trend	Sep 23	Dec 23	Mar 24	Jun 24	Sep 24	Dec 24	Mar 25	Jun 25	Aug 25
CPS	3.8%	3.7%	3.8%	4.1%	4.1%	4.1%	4.2%	4.1%	4.3%

CPS, Unemployment, Seasonally Adjusted

SUBJECT: Treasurer's Quarterly Investment Report
 FY2026 Q1 Investments as of 09/30/2025

Federal Funds Rate

The below rate data from the Federal Reserve Bank of New York represent the effective federal funds rate (EFFR) on the last day of each of the below months. The federal funds market consists of domestic unsecured borrowings in U.S. dollars by depository institutions from other depository institutions and certain other entities, primarily government-sponsored enterprises. The Federal Open Market Committee (FOMC) establishes the target rate, or range, for trading in the federal funds market.

The effective federal funds rate for Sep 30, 2025 was 4.09%.

Trend	Sep 23	Dec 23	Mar 24	Jun 24	Sep 24	Dec 24	Mar 25	Jun 25	Sep 25
EFFR	5.33%	5.33%	5.33%	5.33%	4.83%	4.33%	4.33%	4.33%	4.09%

US Treasury Bill Rates

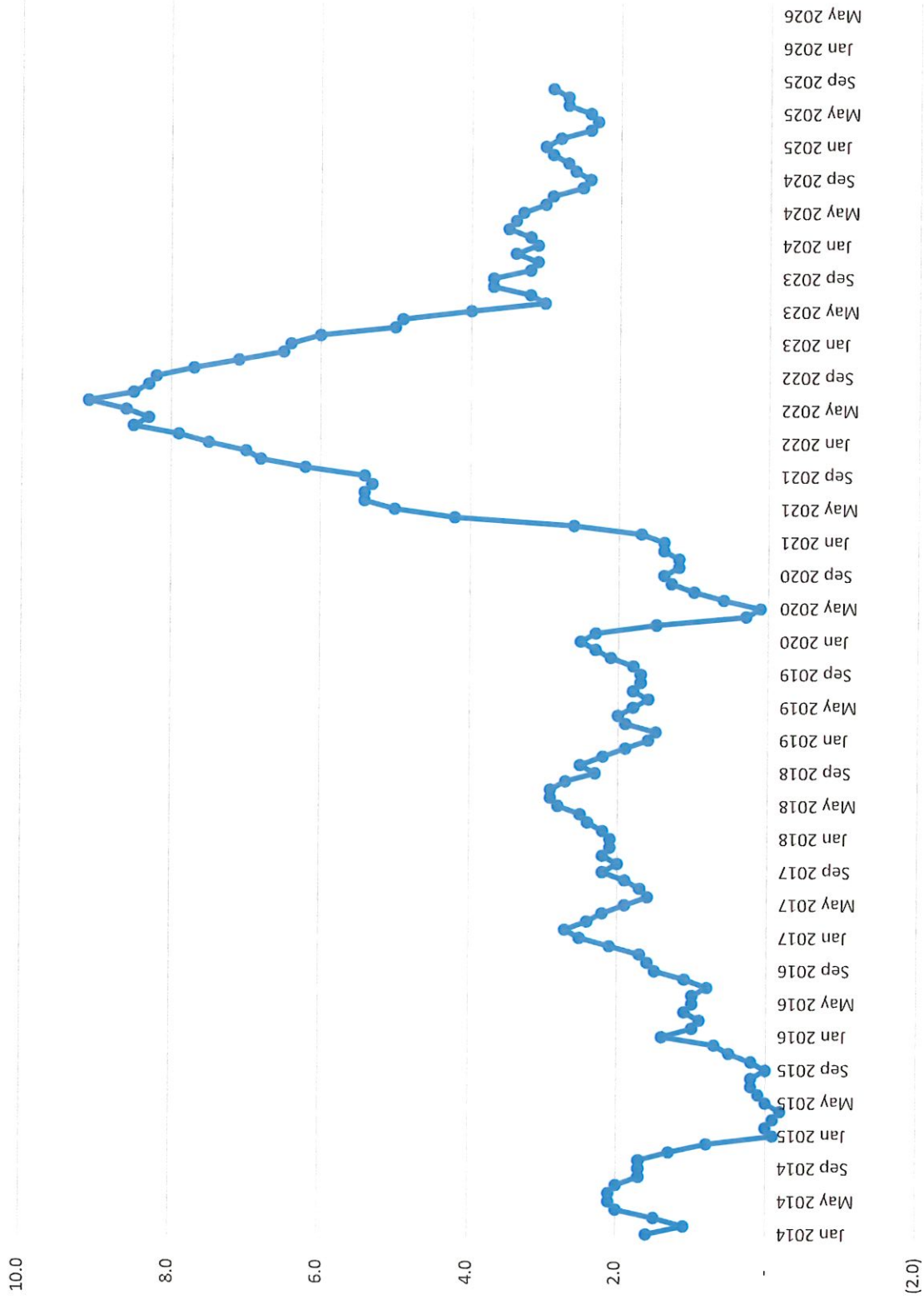
The below rate data from the US Department of the Treasury represents the bank discount treasury bill rates on the last day of each of the below months. These rates can be used as a benchmark for the interest rates earned by the Township's investment portfolio.

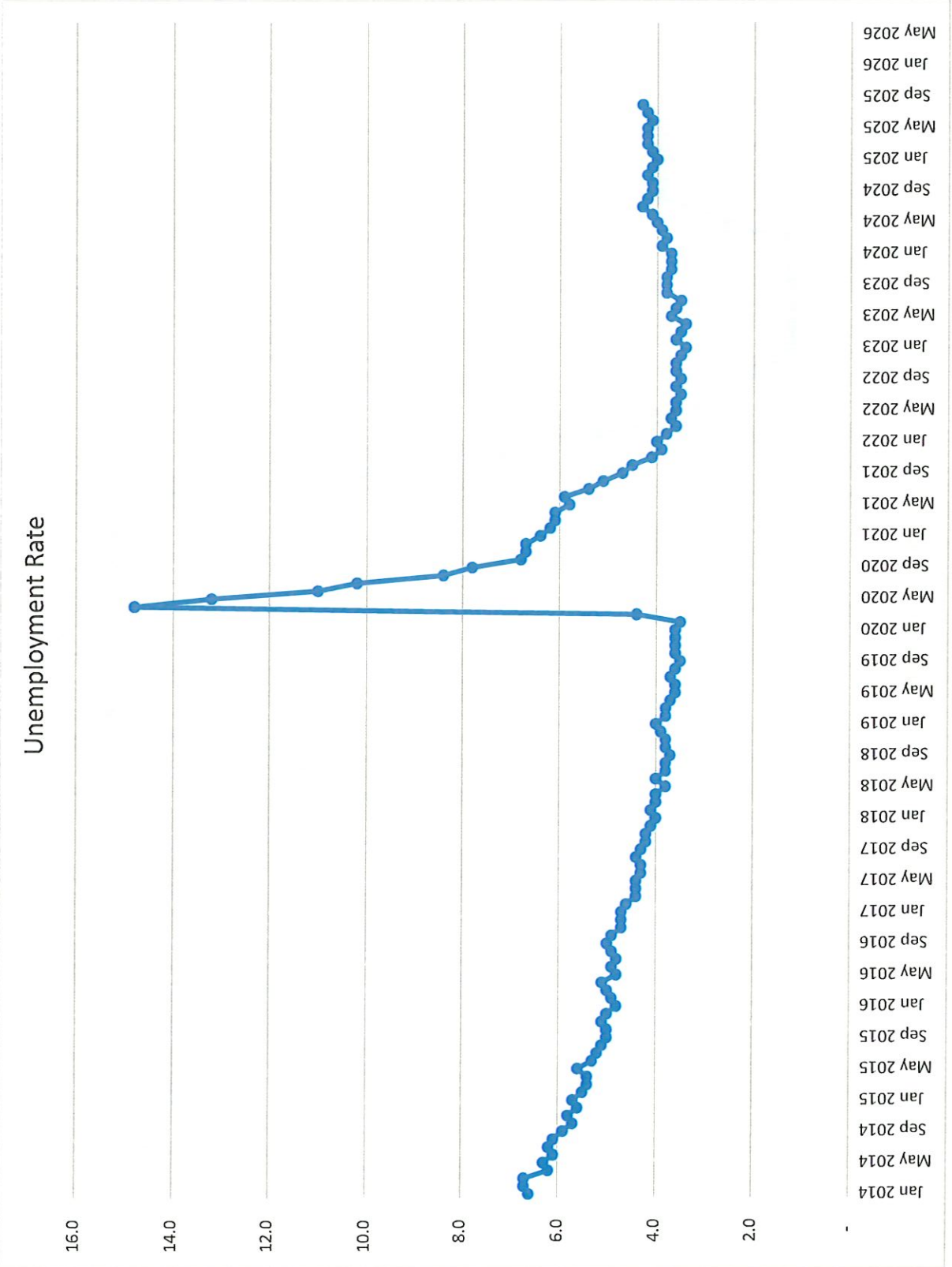
The treasury bill rates for Sep 30, 2025 were 3.53% to 4.05%.

Trend	Sep 23	Dec 23	Mar 24	Jun 24	Sep 24	Dec 24	Mar 25	Jun 25	Sep 25
4 weeks	5.29%	5.33%	5.29%	5.27%	4.74%	4.22%	4.24%	4.16%	4.05%
13 weeks	5.32%	5.20%	5.23%	5.22%	4.52%	4.23%	4.21%	4.24%	3.86%
26 weeks	5.32%	5.05%	5.13%	5.11%	4.23%	4.13%	4.08%	4.11%	3.72%
52 weeks	5.19%	4.55%	4.79%	4.86%	3.85%	3.98%	3.87%	3.81%	3.53%

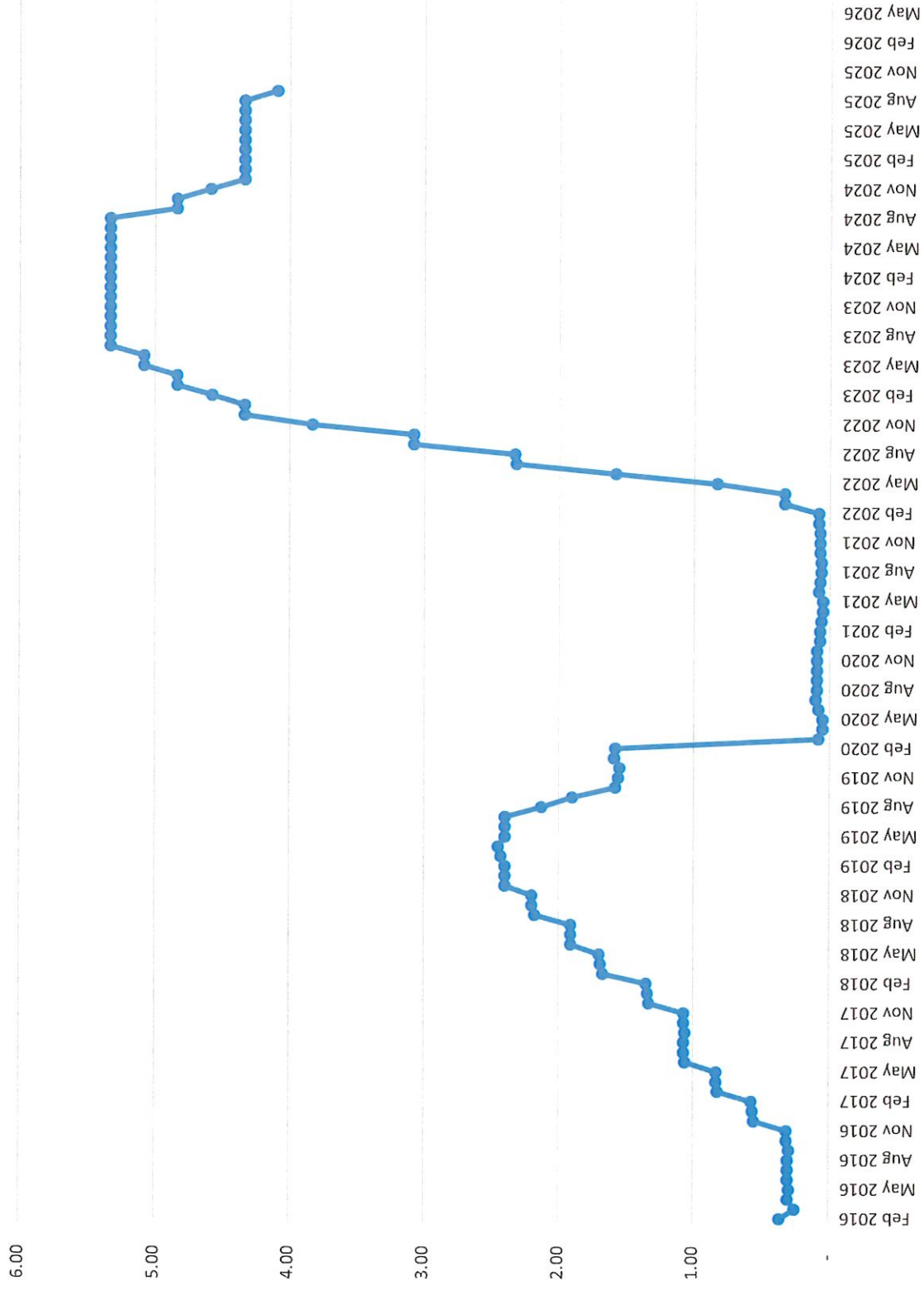
Daily Treasury Bill Rates, Bank Discount

Inflation CPI-U

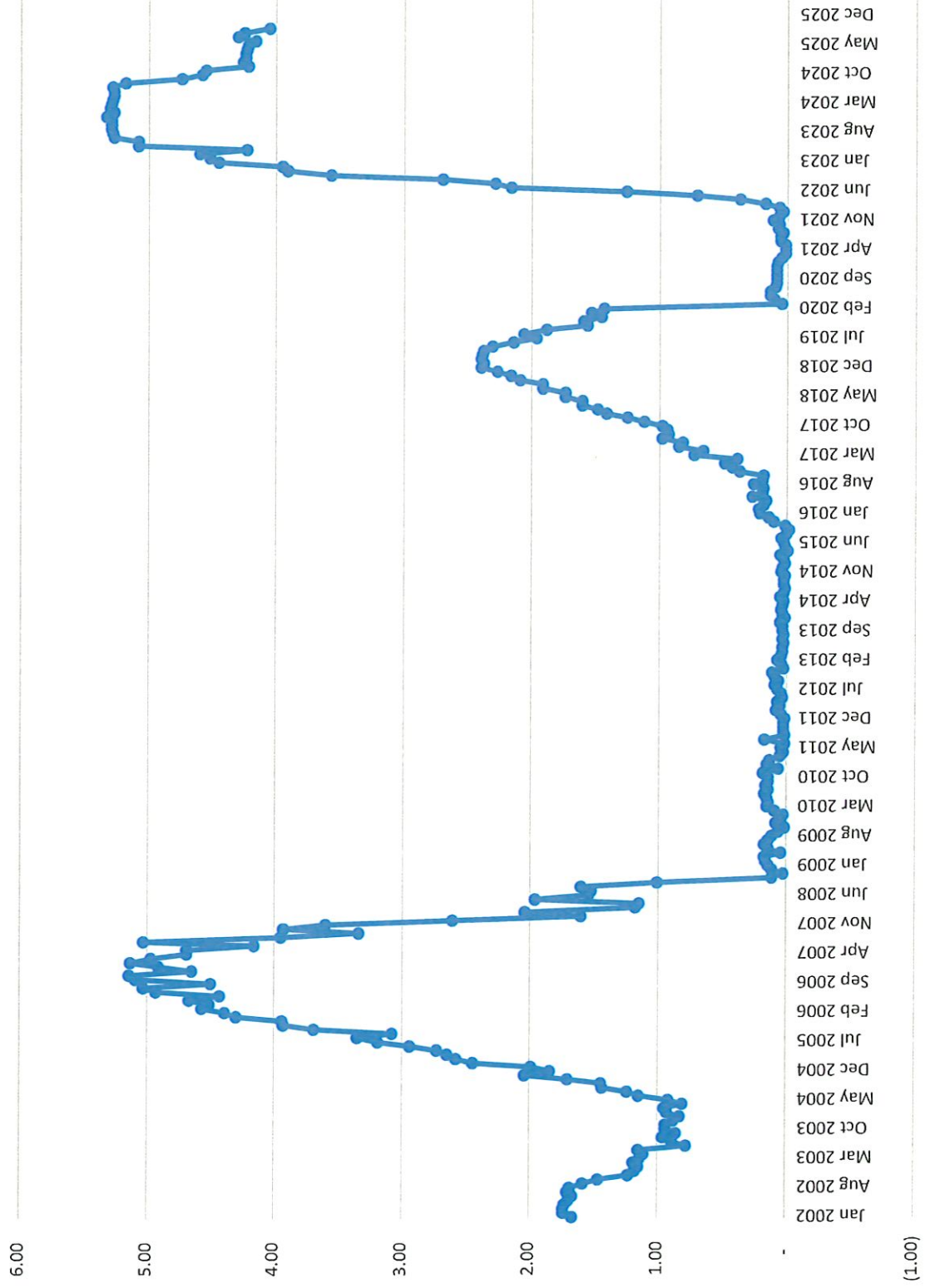




Effective Federal Funds Rate



US Treasury Bill Bank Discount Rates, 4-Weeks





HOLLY TOWNSHIP PARKS & RECREATION

5142 East Holly Road
Holly, MI 48442
(248)534-0366
hollytownshiparks.org

September 15, 2025

Honorable George A. Kullis, Township Supervisor and
Honorable Holly Township Board of Trustees
102 Civic Drive
Holly, MI 48442

Re: Resolution of Support for Stiffs Mill Pond (Holly Mill Pond) and Dam

Dear Township Supervisor Kullis and Esteemed Township Board of Trustees,

On behalf of the Holly Township Parks & Recreation Commission, I respectfully submit this letter as our formal endorsement of the Village of Holly's initiatives concerning the Stiffs Mill Pond (Holly Mill Pond) and dam. Pursuant to our meeting on September 10, 2025, the Commission adopted the attached resolution to signify our support.

Stiffs Mill Pond serves as an essential natural asset within the Village of Holly and plays a significant role in the recreational and environmental fabric of our township. It supports local wildlife, offers opportunities for fishing and paddling, and enhances outdoor recreation while contributing to the greater Shiawassee River ecosystem. The dam and mill pond, with a history spanning over 185 years, is integral to Holly's heritage.

The Holly Township Parks & Recreation Commission commends the Village's ongoing efforts to preserve the Stiffs Mill Pond and dam, recognizing the importance to both residents and local ecosystems. We encourage continued transparency, stakeholder engagement, and strategic planning to ensure this landmark endures as a valued community resource for future generations.

We appreciate your leadership and trust that this issue will be given appropriate attention.

Respectfully,

Jane Bais DiSessa

Chairperson, Holly Township Parks & Recreation Commission

Attachment

Cc: The Holly Township Parks & Recreation Commission
Mary Blanchard, Manager, Holly Township Parks & Recreation

Jane Bais DiSessa, Chairperson
James P. Wright, Vice-Chair
Cindy Earl, Secretary
Jeffrey Caryl
Joe Hutchins

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ExploreHTP

HOLLY TOWNSHIP PARKS COMMISSION

**RESOLUTION OF SUPPORT FOR THE VILLAGE OF HOLLY REGARDING STIFFS MILL POND
(HOLLY MILL POND)**

WHEREAS, Stiffs Mill Pond (also known as Holly Mill Pond) has been a defining feature of the Village of Holly and Holly Township for over 185 years, serving as a community landmark, wildlife habitat, and recreational resource; and

WHEREAS, the dam embankment was rated “poor” in EGLE’s 2017 safety inspection, leading the Village of Holly to take numerous steps in good faith to comply with state requirements, including commissioning engineering reviews, undertaking corrective actions, creating the Holly Mill Pond Dam Committee in 2025, and responding to EGLE’s emergency drawdown order in July 2025; and

WHEREAS, Stiffs Mill Pond continues to play a vital role in the Shiawassee River system and in the recreational and environmental landscape of Holly Township, offering opportunities for fishing, paddling, and enjoyment of the outdoors; and

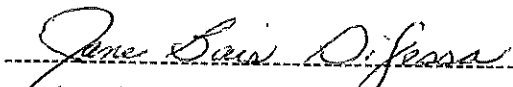
WHEREAS, the Village of Holly has initiated the process of pursuing a legal lake level petition with Oakland County, which, if approved, would establish long-term oversight of Stiffs Mill Pond, ensure sustainable management, and fairly distribute costs among those who benefit most directly; and

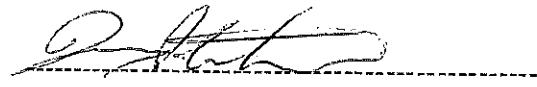
WHEREAS, the Holly Township Parks Commission recognizes the importance of preserving Stiffs Mill Pond while respecting the residents and ecosystems it affects, and values transparency, collaboration, and thoughtful planning in addressing these challenges;

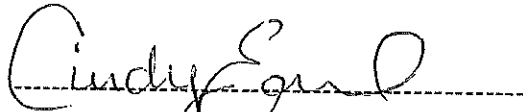
NOW, THEREFORE, BE IT RESOLVED, that the Holly Township Parks Commission hereby formally expresses its support for the Village of Holly in its efforts to preserve and maintain Stiffs Mill Pond (Holly Mill Pond), including the pursuit of a legal lake level designation through Oakland County; and

BE IT FURTHER RESOLVED, that copies of this resolution shall be transmitted to the Village of Holly, the Holly Township Board of Trustees, and Oakland County representatives as an expression of the Commission’s full support.

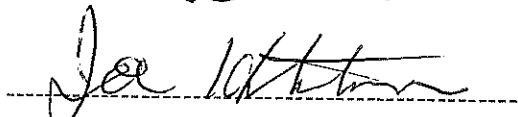
Adopted this 10th day of September, 2025, by the Holly Township Parks Commission.


Jane Bais DiSessa, Chairperson


James P. Wright, Vice Chair


Cindy Earl, Secretary


Jeffrey Caryl, Commissioner


Joe Hutchins, Commissioner

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

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this ____ day of _____, 2025 by Holly Township. This permit is for an initial term of 15 years and may be extended for three additional five year terms.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Supervisor or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of-Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean Holly Township Michigan, a municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Company shall mean 123Net, LLC. .net organized under the laws of the State of Michigan whose address is 24700 Northwestern Hwy, Ste. 700, Southfield, Michigan 48075.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the 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, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Company.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request by Company for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 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
123Net, LLC
24700 Northwestern Hwy, Suite 700, Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting
- 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:

123Net, LLC
24700 Northwestern Hwy, Suite 700, Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting

- 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:

123Net, LLC
24700 Northwestern Hwy, Suite 700, Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting

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

123Net, LLC
24700 Northwestern Hwy, Suite 700, Southfield, MI 48075
Permitting Department
permits@123.net
248-228-8286
Amanda Griffith, Director of Design & Permitting

- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency 888-440-0123

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

- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall

inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2)

at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or

which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's rights 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, applying reasonable engineering standards, shall specify.
- 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, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to 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 174 of the Public Acts of 2013, as amended, MCL § 460.721 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 will notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

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

financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

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

Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

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

7 Term

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

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require 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 Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, 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 Holly Township Clerk, 102 Civic Drive, Holly, Michigan 48442

12.1.2. If to 123Net LLC Permitting Department, 24700 Northwestern Hwy, Suite 700, Southfield, MI 48075.

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.

HOLLY TOWNSHIP

By: _____

Date: _____

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

123.Net, LLC

By: _____

Date: _____

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

This Permit covers all existing Company Telecommunication Facilities, which as defined in Section 1.8 of this Permit, do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware, in the public rights-of-ways located in Holly Township as of the date this Amendment is issued by the Township.

The Public Right-of-Way that Company is granted access to and the use of for approximately 0 linear feet aerial cable installation and 41,902 proposed underground fiber optic cable in conduit as shown in the Route Map below dated June 16, 2025, subject to the approval of more specific drawings.

If Company seeks to install Telecommunication Facilities in the public rights-of-way located in the Township in addition to Company's Telecommunication Facilities in existence as of the date of this Permit, the construction and installation of such additional Facilities shall be conditioned on the following:

1. Company shall submit a completed Telecommunications Construction Permit application to the Holly Township Clerk's Office for each proposed installation project, prior to commencing installation.
2. Company shall submit to the Township Clerk and Township Engineer copies of any and all documents submitted to, and permits issued by the Road Commission for Oakland County and/or Michigan Department of Transportation within 10 days of issuance of such permits and at least 10 days prior to beginning installation of any Telecommunication Facilities.
3. Company shall not begin construction or installation of such additional Telecommunication Facilities in the rights-of-way located in the Township prior to the Township's issuance of a construction approval letter, which shall serve as Municipality's approval of plans for the construction and installation of Telecommunication Facilities under Section 4.6 of this Permit.
4. Company shall submit to the Township Clerk a written request to modify this Permit, which such request shall include an Amended Exhibit 1 Route Map conforming to the distances and types of installations allowed by Road Commission for Oakland County and/or Michigan Department of Transportation permit(s).
5. Township Supervisor approval of Company's Amended Exhibit 1 Route Map as a modification under Section 2.1 of this Permit, with such Amended Exhibit 1 Route Map to be attached to and become a part of this Permit, superseding and replacing the original Exhibit 1 Planned Routes Map.

Company is responsible for separately obtaining whatever permits and approvals are required by law for access to, use of, and installations in state or federal rights-of-way.

Exhibit B
Bond

As authorized under Section 8 of the Permit that this Exhibit is attached to and part of a Bond conforming to these specifications and requirements is required in an amount that does not exceed the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Company's access and use.

The Bond shall be in the form of cash or surety bond form approved by the Municipality and shall be posted with Municipality before any construction or engineering permit may be issued, and as a requirement for effectiveness of this Permit. Construction shall be done in accordance with Municipality Ordinances, Rules and Regulation.

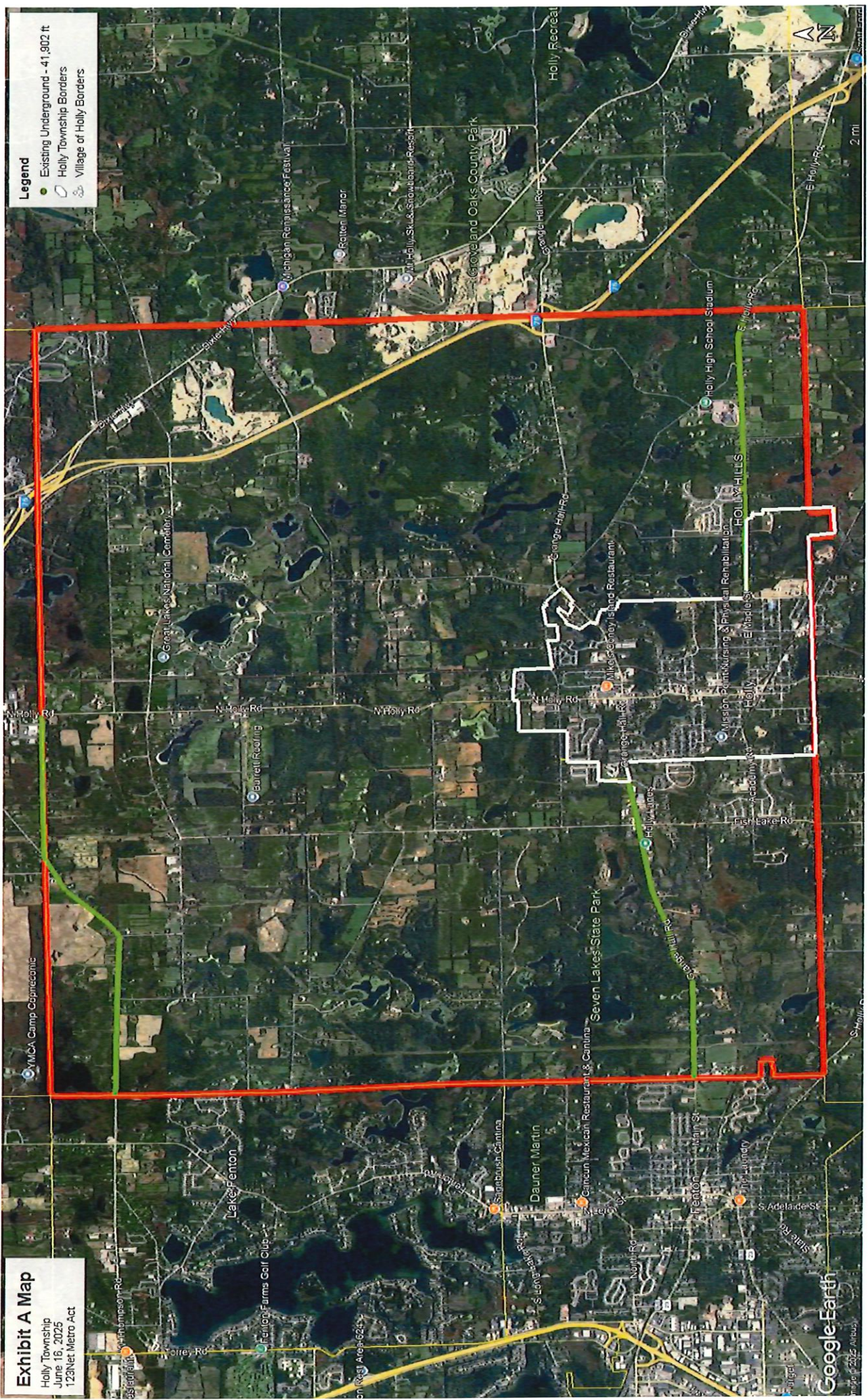
The initial amount of the Bond required by this Permit shall be \$10,000 and may be increased by Municipality and communicated to Company based on the construction plans submitted to and approved by Municipality.

Exhibit A Map

Holly Township
June 16, 2025
123rd Metro Act

Legend

- Existing Underground - 41,902 ft
- Holly Township Borders
- Village of Holly Borders



Google Earth

Exhibit B
Bond

As authorized under Section 8 of the Permit that this Exhibit is attached to and part of a Bond conforming to these specifications and requirements is required in an amount that does not exceed the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Company's access and use.

The Bond shall be in the form of cash, or an irrevocable bank letter of credit form or surety bond form approved by the Municipality and shall be posted with Municipality before any construction or engineering permit may be issued, and as a requirement for effectiveness of this Permit. Construction shall be done in accordance with Municipality Ordinances, Rules and Regulation.

The initial amount of the Bond required by this Permit shall be determined and communicated to Company by Municipality based on the construction plans submitted to and approved by Municipality, with any construction or engineering permit bond for that amount, allowed to serve as the Bond required by this Permit.

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this "Order") is entered into as of the "Effective Date" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("BS&A") and the "Customer" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "Parties" or individually as a "Party". The Parties hereby agree as follows:

Customer Name: Holly Township, Oakland County MI	Sponsor Contact: [__]
Billing Address: [__]	Sponsor Phone: [__]
Accounts Payable Email: [__]	Sponsor Email: [__]

Platform and Fee Information

Effective Date: [__]	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"Usage Limitations": ☐ <i>Number of Authorized Users:</i> [INSERT # OF SEATS] ☐ <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
"Initial Subscription Period": [One (1) year]	Subscription Fees: \$33,095, payable [annually].
The "Initial Subscription Period" shall begin the at the earlier date of • One (1) year after the Effective Date for any new software modules • Six (6) months after the Effective Date for any software modules upgrading from BS&A's .NET Platform	
Professional Services (if any): \$40,100	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the "Agreement"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "Terms and Conditions"); and (iv) the Pricing Sheet attached to this Order (the "Pricing Sheet").

BS&A SOFTWARE, LLC

HOLLY TOWNSHIP, OAKLAND COUNTY MI

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. **Definitions.**

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. To the extent provided by law, Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "Service Suspension"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("Customer Systems"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("Work Product"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to add Customer as an additional insured and provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income. At the time of this Agreement, Customer is exempt from Michigan Sales Tax.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "Confidential Information"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("Representatives"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to allow the other Party to make a reasonable effort to obtain a protective order; (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms; or (iii) in order to comply with a lawful Freedom of Information Act request.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one (1) year from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the

termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law and is not required to be disclosed under applicable Freedom of Information Act requirements.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all

losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "Initial Subscription Period"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the

then-current term (each a "Renewal Subscription Period" and together with the Initial Subscription Period, the "Subscription Period").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this

Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in Oakland County, Michigan and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable

harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET

(Based on Quote 1806 | June 10, 2025)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules

Financial Management		
GL-General Ledger		\$3,880.00
AP-Account Payable		\$3,175.00
CR-Cash Receipting		\$3,545.00
	Total	\$10,600.00
Personnel Management		
PR-Payroll		\$5,260.00
	Total	\$5,260.00
Community Development		
BD-Building Department		\$6,345.00
	Total	\$6,345.00
Property		
ASG-Assessing		\$5,835.00
TX-Tax		\$4,085.00
	Total	\$9,920.00
Auxiliary		
CM-Cemetery Management		\$970.00
	Total	\$970.00
	Subtotal	\$33,095.00

BS&A Online – Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay
With use of integrated Credit Card Processor

Upgrade Implementation

Services Include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$40,100.00

Cost Totals

Upgrade Modules – Annual fee	Subtotal	\$33,095.00
Upgrade Implementation	Subtotal	\$40,100.00

Total Proposed	\$73,195.00
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Payment Schedule

- | | |
|--------------------------|--|
| 1 st Payment: | \$20,050 to be invoiced upon execution of this agreement. |
| 2 nd Payment: | \$33,095 to be invoiced upon the subscription start date for upgrade modules. |
| 3 rd Payment: | \$20,050 to be invoiced upon completion of upgrade implementation. |