

Village of Spring Lake

Council Work Session

April 17, 2017

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

www.springlakevillage.org

1	<p>7:00 p.m. – Parking Ordinance</p> <p>Last fall, the parking sub-committee made proposed changes to the parking ordinance and submitted them to Scholten Fant for review. These revisions were based on resident complaints regarding the 2013 ordinance. Scholten Fant then put the proposed changes into draft ordinance language (<i>attached</i>). The Village hosted a community engagement meeting to discuss proposed changes to the parking ordinance on March 16, 2017. Every household on a non-curbed street received a personal invitation to the meeting. It was posted at Village Hall, placed on Facebook and advertised in the <u>Grand Haven Tribune</u>. Fifteen people (<i>list attached</i>) attended the meeting to offer suggestions. Staff who attended were Sgt. Jason Kik, Jennifer Howland, Lukas Hill and myself as well as Council Member Mark Miller.</p> <p>Sgt. Kik will be in attendance at the meeting to answer any enforcement questions you may have.</p>
2	<p>7:15 p.m. – Cross Connection Ordinance Change (John Stuparits)</p> <p>Our Cross Connection Control Program is supported by our ordinance. Periodically this ordinance has to be updated to reflect current DEQ rules, definitions and enforcement directives.</p>
3	<p>7:20 p.m. – Jackson Street Sink Hole (John Stuparits)</p> <p>The concrete around the storm drain at the end of Jackson Street has cracked and deteriorated to the point where the high lake levels have been undermining the sidewalk, deck area and potentially the street. A quote (<i>attached</i>) has been solicited for this repair.</p>
4	<p>7:25 p.m. – Force Main Sewer Discussion (John Stuparits)</p> <p>John will update the Council on the timeline associated with the repair and the approximate costs associated with such.</p>

5	<p>7:35 p.m. – Roof Replacements (Village Hall & DPW)</p> <p>After discussing the roof replacements with staff, it was determined that the most logical course of action is to have an architect draft an RFP for the work and then inspect each roof upon completion to ensure that they have been installed correctly. Flat roofs are expensive and tricky (at least in Michigan) and it would be money well-spent to have a roof expert walk us through the process. There may be some benefit to bidding the jobs together (to save on mobilization).</p>
6	<p>7:45 p.m. – Rental Discussion</p>
7	<p>7:50 p.m. – Crockery Township Agreements</p> <p>Amendments have been made to the agreements with Crockery Township to reflect discussions that took place at the March Work Session. Those proposed agreements are attached.</p>
8	<p>7:55 p.m. – Charter Amendment</p> <p>The 30-day moratorium on the charter amendment expires on April 22, 2017. At the April 24, 2017 Council Meeting, action will need to be taken. Johnny Pinjuv will be in attendance to explain where we are in the process.</p>
9	<p>7:57 p.m. – Asian Carp Resolution</p> <p>Grand Haven City Council Member Josh Brugger is hoping to obtain support from communities regarding the Asian Carp issue that has the potential to impact Lake Michigan. Since our Council Meetings are scheduled on the same day/time, Josh’s attendance is tentative. A resolution of support is attached for Council consideration.</p>
10	<p>8:00 p.m. – Budget Amendments & Preliminary Budget Discussions (Marv Hinga)</p>
11	<p>8:15 p.m. – Village Square (Farmer’s Market)</p> <p>Two community engagement meetings were held on June 9, 2016 & January 11, 2017 regarding the future use of the former township hall property. Based on input gathered from the attendees at those meetings, Landscape Architect Greg White has drafted numerous conceptual plans</p>

	for the site. The latest plan, incorporating public input, will be on display at the work session.
12	<p>8:30 p.m. – Arbor Day Celebration</p> <p>The Village’s annual Arbor Day Celebration typically includes a tree planting ceremony. This year, we will be planting a tree at Central Park (near the dog park) on Friday, April 28, 2017 at 10:00 a.m. Council Members are encouraged to attend the event. Megan Doss will be speaking on behalf of the Tree Board.</p>
12	<p>8:30 p.m. – Whistle Stop Playground Update</p> <p>The tentative delivery date for the equipment is May 12, 2017 although it has not officially been assigned to a truck yet. The committee is working with Chuck Michele to coordinate the Shape volunteers and we continue to move forward on the details of the installation.</p>
13	<p>8:32 p.m. – Buchanan Street Update</p>
14	<p>8:34 p.m. – Coming Up in May</p> <ul style="list-style-type: none"> • Cross-connection ordinance & plan (John Stuparits) • Consideration of 2015 Fire Code (Brian Sipe) • Annual Fire Department Report (Brian Sipe) • Approve of Bids for Roof Replacement (Village Hall & DPW)
15	<p>8:36 p.m. – Communications</p> <ul style="list-style-type: none"> • Braun Compliment • Buchanan Street Complaints • Buoys - Burlison • Catwalk Donation – GHT • Connector Path Timeline • Kamp Tree • Library Calendar (April) • Medical Marijuana • Rain Barrel Workshop • Rain Garden Signage (NBCF Grant Application)
16	<p>8:41 p.m. - Minutes</p>

	Minutes of the March 13, 2017 Work Session and the March 20, 2017 Council Meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to April 20, 2017.
17	8:42 - Public Comment Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes
18	8:45 – Adjourn

Parking Community Engagement Comments

- Look at every street section individually
- Some are close to public beaches (Jackson, Division) & visitors take up parking spaces
- How would proposed ordinance affect use on each section?
- Are there signs that tell people about the rules? May be ugly
- Can there be one (+) space per dwelling unit rather than per property
- What about RV's, boats, etc.?
- Look in to more issues related to properties w/o a driveway
- What % of roads are curbed? What % can be modified to have curbing?
- Would like to allow parking on the paved roadway
- If there isn't a safety concern, why change it?
- Don't ask people to pay for a permit – inconvenient
- Don't increase taxes to cover costs
- Registration – Tracking / Enforcement?
- Lack of curbs affect parking rights
- Snow = no street parking, no snow – why not park on street?
- If fee is \$5, it seems like it's not that important
- Taxes could cover cost
- On street parking should be allowed
- Look back to an ordinance (in the past) where on street parking was allowed, could properties be grandfathered?
- Access to homes needed for elderly & visitors
- Mill Point senior housing – check # of spaces
- Snow plowing schedule – sometimes street doesn't get plowed
- Properties w/o a driveway has limited options
- Is parking management a good use of police time?
- Why did the ordinance come up for review? What is the purpose? What problem is this solving? Who requested the change?
- Provide history of this ordinance & have versions on hand
- Parking adjacent to roadway provided a traffic calming effect
- People w/mobility issues (but not a state permit) cannot get a waiver
- Why can't we just park on the paved roadway?
- Prefer to convert shoulder area back to grass
- Streets w/o curbs – why aren't they improved?
- Make the text on the postcard bigger
- Consider other advertising
- Discriminatory to only allow waivers for those who have state permits

Parking Community Engagement Comments

- Who is complaining?
- Should the Village put in curbs where the complaints are?
- Why is there a Tanglefoot park exception? Treat them the same and require permits for them as well
- The “exceptions” are causing the problem – Section 1,A,XIV
- What are the proposed changes? Summary? Redline copy?
- No trailers or boats parked at curb or in private driveways
- When issuing tickets be sure to only ticket cars parked improperly where Signage is present

**Parking Ordinance Amendments
Community Engagement Meeting**

Name	Address
Joyce Hatton	300 Lakeview Court
Bruce & Niki Hansen	218 N. Division
Elizabeth Wheeler	120 N. Lake
Kim Gelderman*	414 E. Exchange
William Bissell	214 N. Park
Bonnie Scarbrough	314 E. Exchange
Allan Girvin	311 N. Division
Terecia Bunda*	216 Summit
Sara Rathbun	209 Summit
Jan & Roger White	111 Mason
Boeve	528 Franklin
Eve Pushaw	212 N. Park
Janet Coats**	15687 Connelly

*indicates renter

**indicates township resident

Sec. 74-89.— Parking in public places.

(a) ~~(a)~~—It shall be unlawful for any person who owns, leases or operates a motor vehicle, mobile home, motor home, recreational vehicle, boat, boat trailer or bus, whether licensed or not, to park or stand such motor vehicle in the parkway area between a sidewalk and the curb of a street or within the boulevard area of such street, but within the public right-of-way area of such street; except under the following circumstances:

- (i) The owner of a single family dwelling which is not situated on a street that has curb and gutter may apply to the Village for a license to park one vehicle within the public right of way;
- (ii) The space on which the motor vehicle may be parked must be hard surface which is defined as concrete, asphalt, brick pavers, a compacted aggregate such as RAP (which must include a border);
- (iii) The parking space within the public right of way must be contiguous with the street;
- (iv) The motor vehicle utilizing the approved parking space must park parallel with the roadway (and not perpendicular) with the passenger side of the vehicle adjacent to the curb or sidewalk;
- (v) No more than one motor vehicle may park in any approved parking space;
- (vi) The individual who obtains the license from the Village must maintain the approved parking space in conformance with the Ordinances of the Village of Spring Lake, and may use gravel or dolomite as a product to improve the area;
- (vii) The approved parking space must be weed free;
- (viii) The license will not be issued until the parking space is improved and inspected by the Village of Spring Lake;
- (ix) The license shall not expire, however, it may not be transferred to anyone other than the original licensee;
- (x) The license fee which will be imposed shall be established yearly in conjunction with the annual budget;
- (xi) The winter parking restrictions set forth in Section 74-82 shall apply to all licenses obtained under this section;

(xii) A waiver to the license requirement will be granted by the Village Manager to those individuals who have a handicapped parking permit from the State of Michigan;

(xiii) A waiver to the license requirement may be granted by the Village Council to property owners who do not have the ability to create a driveway based on topography or unusual site restrictions;

(xiv) Licenses will not be required in the following circumstances; when parking on the roads immediately adjacent to Tanglefoot Park, when parking near religious institutions on Sundays between 9am and 12pm; or parking in the vicinity of Hammond Street during sporting events.

(b) ~~(b)~~—It shall be unlawful for any person who owns, leases or operates a motor vehicle, except as a passenger-type vehicle, or light truck under ten-ton rated, to park or stand such motor vehicle on any public street, alley or public parking area overnight.

(c) ~~(c)~~—It shall be unlawful for any person who owns or leases a boat, boat trailer or any other trailer, including a semitrailer, whether attached to a motor vehicle or not, to park or stand such boat or trailer in any public street, alley, or public parking area overnight.

(d) ~~(d)~~—It shall be unlawful for any person who owns, operates or leases a mobile home, bus, motor home, or recreational vehicle to park or stand such mobile home, ~~bus,~~but motor home or recreational vehicle in any public street, alley or public parking area overnight.

(e) ~~(e)~~—It shall be unlawful for any person who owns, operates or leases a commercial or industrial motor vehicle in excess of three-fourths ton to be parked or stored on any public street, alley or public parking area within any residential zoning district; however, this subsection shall not prevent temporary parking of not to exceed eight hours' duration while engaged in a delivery, pickup or service call to the property where located.

(f) ~~(f)~~—It shall be unlawful for any person who owns, operates or leases a motor vehicle or trailer to park, stand or store such motor vehicle or trailer while in a public park on a grassy or lawn area or in an area not marked or designated for vehicle parking or trailers.

(g) Citations will be issued to any individual in violation of subsection (a), (b), (c), (d), (e), or (f) of this ordinance;

(h) ~~(g)~~—Any ~~person~~individual who is the registered owner of a motor vehicle, boat, or trailer as disclosed by the registration records of the state, province, or country

where it is licensed is deemed to be responsible for the locating of such motor vehicle, boat or trailer in violation of this section; and whether such owner has knowledge of the unlawful locating of such motor vehicle, boat or trailer is irrelevant, the violation of any such subsection being a civil infraction by the owner; provided, the lessee of a leased vehicle having a lease term in excess of one month shall in all cases be deemed the owner of such motor vehicle for purposes of this section. The lessor of a leased vehicle having a lease term of one month or less, or if a daily or weekend rental vehicle, shall in such cases be deemed the owner of such motor vehicle for purposes of this section.

(i) ~~(h)~~—A separate offense shall be deemed committed upon each day during or when a violation of this section occurs or continues.

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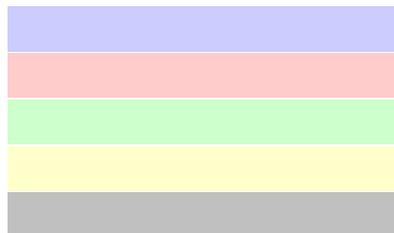
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Prepared for:

Village of Spring Lake

102 W. Savidge Street
Spring Lake, MI 49456

CROSS CONNECTION CONTROL PLAN

For



Spring Lake Village

Village Approved: "[Insert State approval date]"

MDEQ Approved: "[Insert State approval date]"

Prepared by:

HydroCorp

5700 Crooks Road, Suite 100

Troy, MI 48098

P: 248.250.5000 or F: 248.786.1789

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1. INTRODUCTION AND PURPOSE

When safe drinking water has been produced and pumped into the public water distribution system, precautions must be taken to be certain that it is not tainted with unsafe water or contaminants from other sources. Almost every water-using premises may have actual or potential cross connection hazards. Contaminated backflow into the public water distribution system, due either to back pressure or back siphonage, from processes, appliances, or from secondary water sources, can occur.

The purpose of this Cross Connection Program is to prevent safe drinking water in the public water distribution system from being tainted with unsafe water or contaminants from other sources.

2. DEFINITIONS

The following listed words and phrases are defined for the purpose of their use in this Program. These definitions shall apply in the interpretation and enforcement of this Program unless otherwise specifically stated.

"Backflow" means water of questionable quality, or which is contaminated with wastes or other contaminants, which enters a public water supply system due to a reversal of flow.

"Coordinator" means the person or agent designated in writing from time to time by the chief executive of the Water Utility to have responsibility for administering all aspects of the Program. In the absence of such a designation, the chief executive of the Water Utility shall be the Coordinator.

"Cross Connection" means a connection or arrangement of piping or appurtenances through which a Backflow could occur.

"High Hazard" means contamination or an impairment of the quality of the potable water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids or waste.

"Low Hazard" means pollution or an impairment of the quality of the potable water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such potable water for domestic use.

"MDEQ" means the Michigan Department of Environmental Quality or any similar successor agency of the Michigan state government that has responsibility for the regulation of public water systems.

"Ordinance" means the Village of Spring Lake Cross Connection Ordinance. A copy of the Ordinance is attached as **Appendix A**.

"Person" means a firm, association, partnership, joint venture, corporation, limited liability company, trust, municipal, or public entity, or any other legal entity, or a consortium of any of them, as well as a natural person.

"Program" means this cross connection control program including all attachments, appendices, and charts.

"Safe Air Gap" means the minimum distance of a water inlet or opening above the maximum high water level or overflow rim in a tank, vessel, fixture, container, or appliance to which

public water is furnished. This minimum distance shall be not less than two times the inside diameter of the water inlet pipe, but shall not be less than one (1") inch.

"Secondary water supply" means a water supply system maintained in addition to a municipal type public water supply, including but not limited to water systems from ground or surface water sources not meeting the requirements of Act No. 98 of the Public Acts of 1913, as amended, being sections 325.201 to 325.214 of the Compiled Laws of 1948, or water from a public water supply which in any way has been treated, processed, or exposed to any possible contaminant or stored in other than an approved storage facility.

"Submerged inlet" means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture, or appliance which may contain water of questionable quality, waste, or other contaminant and which is unprotected against backflow.

"Water Utility" means the Village of Spring Lake water and sewer department.

3. AUTHORITY

In accordance with the requirements set forth in P.A. 399, Part 14 of the State of Michigan this Program has been adopted by resolution of the Village of Spring Lake Council and completely replaces any previously promulgated programs for Cross Connection enforcement. This Program may be amended by resolution of the Village of Spring Lake Council at any time.

4. PROGRAM APPROACH

The objectives of this program will be met primarily by:

- Routinely inspecting water customers for cross connections or potential cross connections.
- Requiring water customers to test backflow prevention assemblies.
- Maintaining cross connection control records.
- Actively enforcing violations of the program.
- Providing public education.
- Reporting the status of the program to the MDEQ.

The Village of Spring Lake shall ensure that there are adequate personnel and resources to carry out the necessary field and administrative requirements for this program. The Village adopts the MDEQ, Water Bureau Cross Connection Rules Manual as a guide to prevent and eliminate cross connections.

5. CROSS CONNECTION CONTROL COORDINATOR

The Coordinator shall be responsible for administering all aspects of the Program. The Coordinator shall have the appropriate training in Cross Connections through the MDEQ, American Society of Sanitary Engineers, or other recognized agencies and/or organizations as approved by the Chief Executive of the water utility. Any Water Utility staff or personnel from an inspection agent retained by the Water Utility that assist the Coordinator with inspections shall also have the same training and certifications or licensure as are provided above with respect to the Coordinator.

6. INITIAL INSPECTIONS

The schedule for customer inspections for Cross Connections shall be in accordance with **Chart 1**. As soon as reasonably possible after the Program becomes effective, the Coordinator shall review the Water Utility non-residential water customer list and determine those non-residential water customers that have the potential to have a High Hazard Cross Connection. Initial inspections shall then commence. All initial inspections shall be documented by completing the initial inspection form found in attached **Appendix B**.

**Chart 1
Initial Customer Inspection Schedule**

All Non-Residential Customers with a Potential High Hazard Cross Connection(s)	Within 1 year of review of non-residential customer list
All Other Non-Residential Customers	Within 5 years of review of non-residential customer list

7. RE-INSPECTIONS

Re-inspections of all non-residential customers shall be periodically and systematically conducted for the presence of new Cross Connections and/or modifications to the water customer's water piping system. The schedule for re-inspections shall be as shown on Chart 2. Whenever it is suspected or known that modifications have taken place with respect to a water customer's water piping system or with respect to any equipment or process system that affects the water customer's water piping system, a re-inspection shall be made at that time. All re-inspections shall be documented by completing the re-inspection form found in attached **Appendix B**.

**Chart 2
Re-Inspection Schedule**

Non-Residential Customers with High Hazard Cross Connection(s)	Annual
All Other Non-Residential Customers	Every five years

8. FACILITY CONTAINMENT

"Containment" * is the installation of a backflow prevention device between the facility and public distribution systems. Containment assures there is no chance for water of questionable quality to leave a facility and to enter the public distribution system.

While a facility may be contained, the Authority may still require an inspection downstream of the containment device(s). It is the responsibility of the facility to provide potable water at all times to its employees and/or public. Failure on the facility's part to take corrective action would constitute a violation thus exposing the facility to possible legal ramifications.

A Containment Notice will be issued for any one of the following:

- Facility determined to be high hazard
- Refusal to comply with the normal steps for non-compliance
- Facility does not allow free and unlimited access to areas requiring inspection/survey
- Piping not differentiable or determined to be complex
- Piping is not readily accessible (i.e. concealed piping)
- Multiple piping systems
- Inadequate piping identification
- Facility changes their plumbing configurations on a regular frequency
- Secondary/auxiliary water sources
- Manufacturing/use of industrial fluids in piping systems or facility operations
- Refusal of entry
- No current as-built/engineering drawings of the potable water system

Containment device(s) does not negate the facility's responsibility to ensure the internal water system is protected utilizing appropriate backflow prevention methods.

9. RESIDENTIAL CUSTOMERS

A.

EDUCATIONAL MATERIALS. The elimination of residential Cross Connections will be achieved primarily through the publication and distribution of educational materials. The Coordinator will either publish educational materials in a newspaper of local distribution or mail educational materials directly to all residential customers, or both in the discretion of the Coordinator, at a minimum frequency of at least once every three years.

B.

SUSPECT RESIDENTIAL CUSTOMERS. During the installation or replacement of water meters, a Cross Connection inspection shall be completed. If any violations are discovered, they will be reported to the Coordinator, who shall take appropriate enforcement action following the procedures specified in Section VIII above, for Low Hazard Enforcement. If a testable device is installed, the Coordinator shall add this customer to the testable device list.

10. METHODS OF PROTECTION

The methods that may be employed to protect against the hazards of a particular Cross Connection shall be in accordance with the requirements specified in the Michigan State Plumbing Code and the Michigan Residential Code. The MDEQ Cross Connection Control Guidance Manual may also be used as a guide when selecting appropriate methods of protection.

11. TESTING BACKFLOW PREVENTION ASSEMBLIES

When inspections have been completed, a comprehensive list of backflow preventers installed on customer plumbing systems will be on record. The backflow preventers that are testable assemblies shall be placed on a routine testing schedule. All testable assemblies will be tested upon installation, upon repair and on an annual basis.

Upon notice from the Village, it shall be the responsibility of the water customer to arrange for the assembly to be tested and submit the completed test form.

Following the initial cross connection inspections and subsequent classification of accounts (e.g. assigning a degree of hazard), assembly testing notices shall be sent to customers each year. The notices shall be sent out in a timely manner in order to provide adequate time for customers to comply, and the timing will consider seasonal assemblies. Template notices in Appendix C may be used to inform customers of testing requirements. These notices will:

- Clearly identify the assembly requiring testing (size, make, model, location, etc.)
- Stipulate the date by which the assembly must be tested.
- Indicate that tests must be completed by a certified tester. A list of approved testers may be provided and updated lists may be obtained from the DEQ.
- Enclose a standard test form (see Appendix D).

When assembly testing reports are received by the utility, they will be checked for the following:

- All the necessary information was provided
- Name and certification number of the tester is provided
- The test results appear valid
- The assembly tested matches the assembly requiring testing (Make, Model, etc.)
- The assembly is approved

Cross connection control program staff will follow up with owner or tester on questionable test forms. A customer may be asked to have an assembly retested if the original test results do not appear valid. Test forms must be received and kept on record for each required test.

12. ENFORCEMENT

To protect public health, water customers found to be in violation of the cross connection rules will be brought into compliance in a timely manner or lose their privilege to be connected to the public water system. To properly enforce these rules, the Village ordinance provides authority to inspect facilities, terminate water service, and assess fines.

Following an inspection, the customer will be sent either a compliance notice or a non-compliance notice. The timeframe to complete the necessary corrective actions is at the discretion of the coordinator and will be based primarily on the degree of risk posed by the violation but should also consider the complexity/cost of the necessary corrective actions. Cross connections that pose an imminent and extreme hazard shall be disconnected immediately and so maintained until proper protection is in place. Cross connections that do not pose an extreme hazard are generally expected to be eliminated within 30-60 days. The necessary corrective action and deadline shall be described in the non-compliance notice to the customer.

Failure to submit a test form for a backflow prevention assembly that has successfully passed testing requirements constitutes a cross connection and must be corrected and may result in the termination of water service and/or the assessment of a fine(s).

If a water shut off is necessary to protect the public water system, the local health department, fire department, local law enforcement and the Village manager may need to be notified.

13. RECORDS

A system of cross connection record keeping shall be maintained. Special software specifically for cross connections may be used for:

- Efficient record searches
- Easy reporting
- Simple updating
- Automatic letter generation
- Automatic deadline notification

All cross connections account information must be in the records including:

- Address and location
- Owner name and contact information
- List of testable assemblies
- Description of other cross connections within the facility
 - Air gaps
 - Non-testable assemblies
- Degree of hazard classification and basis
- Required re-inspection frequency
- Photos or sketches if available

All testable assemblies must be in the records including:

- Location of the assembly
- Name and contact information of assembly owner
- Make, model, and size of assembly
- Degree of hazard classification
- Required testing frequency and basis

Tracking changes in water use or tracking new customers is a critical part of the cross connection program. The Village shall make every attempt to prevent/eliminate cross connections at installation to ensure future compliance. An effort shall be made to cooperate and communicate with the local plumbing code inspector to better accomplish this goal.

Standard letter, form, and report templates may be used to simplify the program requirements including:

- Inspection forms
- Assembly testing forms
- Inspection and/or assembly testing notification letters
- Noncompliance letters
- Water service termination notice
- Hydrant use authorization forms

Copies of the written cross connection control program, ordinance, and DEQ approval letter should be kept on file. Copies of the MDEQ annual reports shall be kept for a minimum of 10 years.

14. PUBLIC EDUCATION

The cross connection control program staff must have a good understanding of the program. The Village shall ensure their cross connection control staff receives proper in-the-field training as well as classroom education focusing on terminology, backflow prevention devices/assemblies, regulations, and hydraulic concepts. In addition, cross connection control staff will be encouraged to receive continuing education to be made aware of new backflow prevention devices/assemblies, regulation changes (i.e. plumbing code updates), new water use devices that pose cross connection concerns, etc.

Furthermore, attempts to educate the public about cross connections will be made by distributing pamphlets on common residential cross connections, visiting schools, providing onsite education of facility management and maintenance staff during routine inspections, speaking at condominium association meetings, showing videos on local access channels, or posting newspaper announcements.

Cross connection staff shall also be available upon request to provide backflow prevention education to pertinent community officials and Village employees.

15. ANNUAL REPORT

Part 14 of the Michigan Safe Drinking Water Act requires that each community report the status of their program to the MDEQ annually. The report summarizes testing, inspection, and corrective action efforts. Cross connection records shall be on file to document each number on the report. The annual report form shall be filled out completely and submitted by the deadline. A narrative description shall be included explaining any unusual numbers or significant events such as:

- The addition or loss of a cross connection staff person
- Greatly expanded/contracted number of cross connection accounts
status of accounts not currently in compliance

16. MISCELLANEOUS

RULES APPLYING TO TEXT. The following rules of construction apply to the text of this Cross Connection Control Program:

The particular shall control the general;

The headings which title various articles and sections are for convenience only and are not to be considered in any construction or interpretation of the Program or as enlarging or restricting the terms and provisions of this Program in any respect;

The word "shall" is always mandatory and not discretionary. The word "may" is permissive;

Words used in the present tense shall include the future, words used in the singular number shall include the plural, and words used in the plural number shall include the singular, unless the context clearly indicates the contrary;

Any word or phrase not defined in this Program shall be considered to be defined in accordance with its common or standard definition.

ADMINISTRATIVE LIABILITY. Neither the Coordinator nor any other Water Utility officer, agent, or employee, or any officer, agent, or employee of the Village of Spring Lake shall render himself or herself personally liable for any damage that may accrue to any person as a result of any act, decision or other consequence or occurrence arising out of the discharge of his or her duties and responsibilities pursuant to this Program.

SEVERABILITY. This Program and the various parts, paragraphs, sections, subsections, sentences, phrases, and clauses thereof, are hereby declared to be severable. If any part, paragraph, section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of this Program shall not be effected thereby.

SAVINGS CLAUSE. Any actions pending on the effective date of this Program and which arose under a previous program which is replaced by this Program shall be finally concluded and resolved exactly as if the previous program had not been repealed.

EFFECTIVE DATE. This Program shall become effective on July 17, 2002

APPENDIX A - LOCAL ORDINANCE

Sec. 78-44. - Cross connections.

- (a) *Prohibition.* No cross connection of any water supply with the public water supply of the village which would violate the water supply connection rules of the state department of health contained in the Michigan Administrative Code shall be made.
- (b) *Inspection.* The village manager or the manager's designated representative shall have the right to enter at any reasonable time any premises connected to the village water system for the purpose of inspecting the related piping system for cross connections. On request, the owner, lessee or occupant of the premises served by the village water system shall furnish to the village manager or the manager's designated representative any pertinent information relating to the piping system on such premises.
- (c) *Discontinuance of water service.* The village manager or the manager's designated representative is authorized and directed to discontinue water service, after reasonable notice, to any premises where a cross connection has been made in violation of this section. In addition, the village manager or the manager's designated representative shall take such other precautionary measures as shall be necessary to eliminate any danger of contamination of the village water system. Water service which has been discontinued because of a cross connection shall not be restored until the cross connection has been eliminated and a fee as established by the village council has been paid to the office of the village manager.
- (d) *Enforcement.* The provisions of this section may be enforced with the bringing of appropriate action for injunction, mandamus or otherwise in any court having jurisdiction. Any violation of this section is deemed to be a nuisance per se. In addition, any person violating the provisions of this section shall be guilty of a misdemeanor and subjected to punishment as provided in section 1-8

(Code 1982, § 19-29)

Sec. 78-45. - Rules and regulations.

The village council may adopt by resolution rules and regulations governing the type and quality of materials and accessories to be used for connection to the system, construction methods for connection to the system, and other operations and maintenance matters pertaining to the system. Violation of any such rules or regulations shall constitute a violation of this article and shall be subject to the penalties and other remedies prescribed in this article.

(Code 1982, § 19-30)

Sec. 78-46. - Disruption of service.

The village shall not be liable for any failure or deficiency in the supply of water to water customers, whether occasioned by maintenance or repair of the system, or any other cause.

(Code 1982, § 19-31)

Sec. 78-47. - Violations.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction shall be punished as provided in section 1-8. In addition to the penalties set forth in that section, the village may maintain equitable or legal action available to it for the abatement of any violation of this article.

(Code 1982, § 19-32)

Secs. 78-48—78-70. - Reserved.

APPENDIX B - FIELD FORMS

HydroCorp

Cross-Connection Control Survey/Inspection Report

Facility Name _____	Survey Date _____
Facility Name 2 _____	Survey By _____
Service Loc/Address _____	
Contact Name _____	Contact Phone _____
Area Name _____	Acct Number _____
Service Type _____	Facility Status _____
Comments	_____

BFP/CC Info

# 1	Location Floor _____	Location Room _____	<input type="checkbox"/> Confinement															
	Equip Location _____		<input type="checkbox"/> UD CB 1															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Type</td><td>TRANS</td><td></td></tr> <tr><td>Mfr</td><td></td><td></td></tr> <tr><td>Size</td><td></td><td></td></tr> <tr><td>Model</td><td></td><td></td></tr> <tr><td>Serial Num</td><td></td><td></td></tr> </table>	Type	TRANS		Mfr			Size			Model			Serial Num			Location ID _____	<input type="checkbox"/> Freeze Protect
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		Meter # _____	Map Page _____															
		PT _____																
		Haz. Level _____	Protection Type _____															
		Install Date _____	Status _____															

# 2	Location Floor _____	Location Room _____	<input type="checkbox"/> Confinement															
	Equip Location _____		<input type="checkbox"/> UD CB 1															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Type</td><td>TRANS</td><td></td></tr> <tr><td>Mfr</td><td></td><td></td></tr> <tr><td>Size</td><td></td><td></td></tr> <tr><td>Model</td><td></td><td></td></tr> <tr><td>Serial Num</td><td></td><td></td></tr> </table>	Type	TRANS		Mfr			Size			Model			Serial Num			Location ID _____	<input type="checkbox"/> Freeze Protect
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		Haz. Level _____	Protection Type _____															
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# 3	Location Floor _____	Location Room _____	<input type="checkbox"/> Confinement															
	Equip Location _____		<input type="checkbox"/> UD CB 1															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Type</td><td>TRANS</td><td></td></tr> <tr><td>Mfr</td><td></td><td></td></tr> <tr><td>Size</td><td></td><td></td></tr> <tr><td>Model</td><td></td><td></td></tr> <tr><td>Serial Num</td><td></td><td></td></tr> </table>	Type	TRANS		Mfr			Size			Model			Serial Num			Location ID _____	<input type="checkbox"/> Freeze Protect
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Serial Num																		
		Meter # _____	Map Page _____															
		PT _____																
		Haz. Level _____	Protection Type _____															
		Install Date _____	Status _____															

APPENDIX C - NOTICE TEMPLATES

Cross Connection Control Program Inspection Notice

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The Purpose of the “[Insert Client Name]”’s Cross Connection Control Program, as defined in the local Ordinance “[Insert Ordinance number]" , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

The “[Insert Client Name]” will be working jointly with inspectors from Hydrocorp to conduct these inspections. Thank you in advance for your cooperation in this matter.

As part of this program, an inspection of your facility's internal water system is to be completed. Inspectors will be reviewing your water system for connections that could possibly contaminate the water distribution system. The inspection is tentatively scheduled for “[Insert Inspection Date]”, our inspector will do their best to be on site this day however we may be on site a day or two before or after the scheduled date. The inspection must be completed during normal business hours 8:00 AM to 5:00 PM. If you need a more specific time please call 1.800.690.6651 to arrange an appointment.

Any costs associated with the replacement, modification, installation and/or testing of backflow prevention assemblies is the responsibility of the property owner/manager and/or occupant.

You will be notified following the inspection if modification(s) and/or testing of backflow prevention assemblies are necessary. We look forward to working with you in protecting the drinking water supply. If you have any questions or concerns, please contact **Hydro Corp at 800-690-6651 or visit our website at www.Hydrocorpinc.com**

Cross Connection Control Program Inspection Compliance Notice

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The purpose of the "[Insert Client Name]"'s Cross Connection Control Program, as defined in Ordinance "[Insert Ordinance number]" , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

As part of this program, an inspection of your facility's internal water distribution system was completed on "[Insert last Inspection Date]". Inspectors reviewed your water distribution system for any piping or connections that could possibly contaminate the water distribution system.

Your facility was either found compliant and/or the necessary changes made to comply with Ordinance "[Insert Ordinance number]" . This inspection is valid until your facility's next scheduled inspection date. You will receive future notice for your next inspection date.

If your facility has backflow prevention assemblies requiring testing, you will be receiving additional notice detailing test requirements.

If you have any questions or require additional information, please contact **HydroCorp at 800-690-6651** or visit our website at **www.Hydrocorpinc.com**

Cross Connection Control Program Containment Compliance Notification

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

A Cross Connection Control inspection was performed at your facility. At that time, it was determined that your facility's potable water system is "contained" by an approved, properly installed backflow prevention device or assembly at the main inlet which is intended to minimize the potential backflow threat to the "[Insert Client Name]" 's public water system. Therefore, your facility has met the intent of the inspection portion of the Cross Connection Program as defined in Ordinance "[Insert Ordinance number]" . Compliance with the inspection portion of the program requirements shall remain in effect until your facility's next scheduled inspection date.

However, to fully meet the intent of the CCC Program, two- (2) items must be addressed:

1. Inspection of the facility ? **Completed**
2. Successful annual testing of any existing testable backflow prevention assemblies within your facility.

This facility will be in **Compliance** with the Cross Connection Control Program when the existing backflow prevention assemblies are tested this year and at yearly intervals hereafter. When it is necessary to test such assemblies your facility will receive a notification letter, test forms to be completed by a certified tester for each identified testable assembly, and a list of certified testers within your facility's area. Upon the successful testing of the backflow prevention assembly, please submit a copy of the completed test record(s) to Hydro Designs.

Note however it is still possible for existing cross connections within your facility to potentially affect the water quality within your internal plumbing system. The installation of an approved backflow preventer at the main inlet does not relieve your facility of the responsibility of providing potable water to your employees and the public. In order to comply with all applicable codes and laws, it is recommended that your facility:

- Have a cross connection control survey of the potable water piping system performed within your facility
- Ensure all piping systems downstream of the containment device/assembly are labeled properly
- Ensure backflow prevention assemblies connected to the potable water supply within your facility are tested annually

If you have any questions or require additional information, please contact please contact **Hydrocorp at 800-690-6651 or visit our website at www.Hydrocorpinc.com**

Request for Internal Cross Connection Control Information Notice

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The purpose of the "[Insert Client Name]"'s Cross Connection Control Program, as defined in Ordinance "[Insert Ordinance number]" , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

As specified by Ordinance "[Insert Ordinance number]" , your facility is required to supply potable water free of existing and/or potential cross connections to its employees and/or the public. Due to the complexity of your internal piping, an inspection of the potable water piping system is necessary to determine if there are any existing and/or potential cross connections. This inspection must be completed by an individual or firm acceptable to the "[Insert Client Name]".

The Potable Water Cross Connection Survey Report is to be submitted within 30 days from the date of this notice. Accompanied with the Potable Water Piping Cross Connection Survey Report shall be an Action Plan and timetable for correcting any deficiencies noted in the report.

If you have any questions or require additional information, please contact **HydroCorp at 800-690-6651 or visit our website at www.Hydrocorpinc.com**

Inspection Non-Compliance Notice 1

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The purpose of the "[Insert Client Name]"'s Cross Connection Control Program, as defined in Ordinance "[Insert Ordinance number]" , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

An inspection of your facility's internal water distribution system was completed on "[Insert Last Inspection date]". Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. A list of requirements is enclosed.

Requirements on this list must be addressed using only State approved backflow prevention devices. A licensed plumber should be able to assist you with acquiring approved backflow prevention devices. Some backflow prevention devices (assemblies) also require testing by a State Certified Tester. We suggest that the licensed plumber installing the testable assemblies also have the state certification to test assemblies. ***All testable assemblies must be tested immediately at the time of installation.***

These requirements must be completed by "[Insert notice response date]" . After the requirements and devices have been installed (if applicable) please call the number below on or before the date listed above to schedule a compliance inspection. Failure to do so will result in future non-compliant notices.

To arrange for compliance review or if you require additional information, please contact Hydrocorp at 800-690-6651 or visit our website at www.Hydrocorpinc.com

Inspection Non-Compliance Notice 2

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The purpose of the "[Insert Client Name]"'s Cross Connection Control Program, as defined in Ordinance "[Insert Ordinance number]" , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

As part of this program, an inspection of your facility's internal water distribution system was completed on "[insert last inspection date]". Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. A letter of notification was previously sent to you outlining the required corrective measures. For your reference, a duplicate list of requirements is enclosed.

Requirements on this list must be addressed using only State approved backflow prevention devices. A licensed plumber should be able to assist you with acquiring approved backflow prevention devices. Some backflow prevention devices (assemblies) also require testing by a State Certified Tester. We suggest that the licensed plumber installing the testable assemblies also have the state certification to test assemblies. ***All testable assemblies must be tested immediately at the time of installation.***

These requirements must be completed by "[Insert notice response date]" . After the requirements and devices have been installed (if applicable) please call the number below on or before the date listed above to schedule a compliance inspection. Failure to do so will result in future non-compliant notices.

To arrange for compliance review or if you require additional information, please contact Hydrocorp at 800-690-6651 or visit our website at www.Hydrocorpinc.com

Cross Connection Control Program Inspection Shut-Off Notice

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The purpose of the "[Insert Client Name]"'s Cross Connection Control Program, as defined in Ordinance "[Insert Ordinance number]" is to help eliminate possible contamination of the public water distribution system.

As part of this program, an inspection of your facility's internal water distribution system was completed on "[insert last inspection date]". Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. Two- (2) previous letters of notification were sent to you outlining the required corrective measures. For your reference, a duplicate list of requirements is attached.

We presently have no record or notification from you that corrective action has been completed. If you have already completed the requirements, please call the number below to schedule a compliance inspection.

You are hereby notified that in accordance with Ordinance "[Insert Ordinance number]" the water supply to the above noted premises will be discontinued as of "[Insert notice respnse date]" . Water service may not be resumed until corrective measures have been addressed.

Upon completion of the required corrective action, please contact **HydroCorp on or before the above date at 1.800.690.6651 to schedule a compliance review.**

Sincerely,

"[Insert Village Contact Name]"

"[Insert Village Contact Title]"

Annual Test Notice

TEST FORM DUE NO LATER THAN: "[Insert notice respnse date]"

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear **"[Insert greeting]"** ,

The purpose of the **"[Insert Client Name]"**'s Cross Connection Control Program, as defined in Ordinance **"[Insert Ordinance number]"** , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This correspondence addresses testing of backflow prevention assemblies, and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The enclosed preprinted test forms are the only test forms that will be accepted. Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing is attached for reference.

Following completion of assembly testing and/or repairs, completed test forms may either be faxed to 248-786-1789, or mailed to the following address:

**"[Insert Client Name]"
C/o HydroCorp
5700 Crooks Road, Suite 100
Troy, MI 48098**

Backflow prevention assemblies within the **"[Insert Client Name]"** are required to be tested on an annual basis. Our records indicate that we have not received the annual test reports on the following backflow assemblies enclosed with this letter.

Completed test forms are to be returned by **"[Insert notice respnse date]"** . Please retain a copy of the device test results for your records.

If you have any questions or require additional information, please contact **Hydrocorp at 800-690-6651 or visit our website at www.hydrocorpinc.com**

Sincerely,

**"[Insert Village Contact Name]"
"[Insert Village Contact Title]"**

Test Notice #2

TEST FORM DUE NO LATER THAN: "[Insert notice respnse date]"

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear **"[Insert greeting]"** ,

The purpose of the **"[Insert Client Name]"**'s Cross Connection Control Program, as defined in Ordinance **"[Insert Ordinance number]"** , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This is your **second notice** pertaining to testing of backflow prevention assemblies, and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate 1) it is time for testing of backflow prevention assemblies at your facility and that 2) you have not yet returned the previously provided test forms. For your convenience, we have enclosed additional preprinted test forms. Testing of backflow prevention assemblies must be completed by a Michigan Registered Tester. A partial listing is attached for reference.

Following completion of assembly testing and/or repairs, completed test forms may either be faxed to 248-786-1789, or mailed to the following address:

**"[Insert Client Name]"
C/o Hydrocorp, Inc.
5700 Crooks Road, Suite 100
Troy, MI 48098**

Completed test forms are to be returned by **"[Insert notice respnse date]"** . Please retain a copy of the device test results for your records.

If you have any questions or require additional information, please contact **Hydrocorp at 800-690-6651 or visit our website at www.hydrocorpinc.com**

Sincerely,

**"[Insert Village Contact Name]"
"[Insert Village Contact Title]"**

Testing Shut-Off Notice

TEST FORM DUE NO LATER THAN: "[Insert notice respnse date]"

"[Insert date]"

"[Insert mailing address]"

RE: "[Insert facility name]" at "[Insert facility address]"

Dear "[Insert greeting]" ,

The purpose of the "[Insert Client Name]"'s Cross Connection Control Program, as defined in Ordinance "[Insert Ordinance number]" , is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This is your **third notice** pertaining to testing of backflow prevention assemblies, and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate that you have not yet returned the previously provided test forms. For your convenience, we have enclosed additional preprinted test forms. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing is attached for reference.

You are hereby notified that in accordance with Ordinance "[Insert Ordinance number]" , the water supply to the above noted premises will be discontinued as of "[Insert notice respnse date]" . Water service may not be resumed until testing of backflow prevention assemblies has been completed.

Following completion of assembly testing and/or repairs, completed test forms may either be faxed to 248-786-1789, or mailed to the following address:

**"[Insert Client Name]"
C/o Hydrocorp, Inc.
5700 Crooks Road, Suite 100
Troy, MI 48098**

Please retain a copy of the device test results for your records. If you have any questions or require additional information, please contact **HydroCorp at 800-690-6651 or visit our website at www.Hydrocorpinc.com**

Sincerely,

**"[Insert Village Contact Name]"
"[Insert Village Contact Title]"**

APPENDIX D - TEST FORM

Fax Form to
248-786-1789

Hydro Designs Inc.
5700 Crooks Rd.
Suite 100
Troy, MI 48098

Backflow Prevention Device Inspection and Maintenance Report Form

Owner of Property _____ Return Form By: _____

Mailing Address _____ Test Date _____

(Town) (ST) (Zip)

Contact Person _____ RBPB DCV PVB

Device Address _____ RPDA DDCV SVB

(Town) (ST) (Zip)

Permit Number _____

Exact Location _____ Make _____ Model No. _____

Size _____ Serial No. _____

Line PSI _____	Reduced Pressure Backflow Preventer			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Check Valve	Air Inlet
	Check Valve No. 1	Check Valve No. 2			
Initial Test PASS <input type="checkbox"/> FAIL <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/> _____PSID	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/> _____PSID	Opened at _____PSID Did Not Open <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/> _____PSID	Opened at _____PSID Did Not Open <input type="checkbox"/>
Repairs					
Final Test PASS <input type="checkbox"/>	Closed Tight <input type="checkbox"/> _____PSID	Closed Tight <input type="checkbox"/> _____PSID	Opened at <input type="checkbox"/> _____PSID	Closed Tight <input type="checkbox"/> _____PSID	Opened at _____PSID
Condition of No. 2 Shutoff Valve <input type="checkbox"/> Closed Tight <input type="checkbox"/> Leaked					
Notes:					
Certification: On this date, the above device was tested per applicable codes and the required performance standards.					
Test Type		Gauge No.		Testing Firm	
Tester Name				Tester Certification No.	

Tester Signature: _____ Date: _____

Contact Signature: _____ Date: _____

Christine Burns

From: John Stuparits <JStuparits@springlaketwp.org>
Sent: Thursday, March 16, 2017 11:13 AM
To: Christine Burns
Subject: April Council Work Session Agenda

Good morning Chris,

Will you please add "Cross Connection Control Program" to the April work session agenda. We need to get the ordinance modified and new CCC Plan approved. I have scheduled Paul Patterson to attend the meeting. He is Vice President of Hydro Corp, the company that we contracted with back in 2015 to do our cross connection inspections. He is very knowledgeable in DEQ requirements for the Cross Connection Control Program and has made the needed changes to our ordinance and Plan. I will provide more information as we get closer to the date.

Thanks

John

John Stuparits
DPW Director
Spring Lake Township/Spring Lake Village
101 S. Buchanan
Spring Lake, MI 49456
616-638-8902
jstuparits@springlaketwp.org

Christine Burns

From: Pinjuv, Johnny <jpinjuv@scholtenfant.com>
Sent: Wednesday, April 5, 2017 12:11 PM
To: Christine Burns
Cc: Sackett, Noemi
Subject: Crockery Agreements
Attachments: SIB contract with the Village of Spring Lake v1 to v2 (02131191x9ED46) (2) (00370511xB95FA).pdf; TAP contract with the Viillage of Spring Lake v3 to v4 (02131166x9ED46) (00370512xB95FA).pdf; Memo re. Language for Crockery Agreements (00367878xB95FA) (00367878-2xB95FA).docx

Chris,

Please find three documents attached. The first two are the most recent versions of the agreements with Crockery Township. I worked with Mart Nettleton of Mika Myers in order to make some changes that will guarantee the Village will be paid the administration fee, and to address the interest earned on the funds held. The changes are slight, but they are highlighted in both of these documents. These versions have been approved by the Township supervisor. Please let me know if you have any questions.

The third document is a memo that suggests language to be added to the agreements. The language to be added addresses the issue of Marv Hinga's employment, and the acceleration in the event of disincorporation. Again, please feel free to call if you have any questions.

Thank you,

Johnny Pinjuv

SCHOLTEN FANT

100 N. Third St., P.O. Box 454

Grand Haven, MI 49417

P: (616) 842-3030 | F: (616) 846-6621

jpinjuv@scholtenfant.com

This message from the law firm of Scholten Fant (including any attached or embedded documents/information) may be confidential and/or privileged and is intended for the sole use of the addressee(s). If you receive this message in error, you are advised that any disclosure, reproduction, distribution or the taking of any action upon the message is prohibited and we ask that you please contact the sender immediately via return email and delete the message and all reproductions.

MEMORANDUM

TO: Christine Burns
FROM: Johnny Pinjuv
DATE: 03/24/2017
RE: Additional Language for Crockery Agreements

This memo contains the additional language requested by the Village Council in relation to the agreements with Crockery Township (the “Township) concerning the SIB loan and TAP grant. The first section of the memo suggests language that will ensure that Marve Hinga’s time is charged to Crockery Township, and protects the Village if Mr. Hinga’s contractual relationship with the Township terminates. The second section of the memo suggests language that will accelerate the payment of the SIB loan in the event of disincorporation.

1. Mr. Hinga’s Services

Both agreements will require some administrative duties to be performed, and there will be costs associated with those duties. It is our understanding that the Village expects Mr. Hinga to perform these duties on the one day of the week that he is contracted to work for the Township. Additionally, it is our understanding that the Village wants to be protected from incurring further administrative costs if Mr. Hinga’s contractual relationship with the Township is terminated. In order to memorialize these understandings, we suggest inserting the following language into the “Miscellaneous” provisions of both the SIB loan agreement and the TAP grant agreement.

“The parties enter into this agreement with the understanding that Marvin Hinga is currently under contract to serve as the (treasurer/clerk) for both the Village and the Township. In the event that Mr. Hinga’s contract with the Township is terminated while this agreement is still in effect, the Township guarantees that the Village shall neither incur additional costs nor assume additional duties other than those previously stated herein. The Township further agrees to reimburse the Village in the event that the Village must incur additional costs in relation to the administration of the (TAP grant/SIB loan) due to the termination of Mr. Hinga’s contract with the Township.”

This language should ensure that if the Township decides to terminate its contract with Mr. Hinga, they will do so with the knowledge that they will have to pick up the tab for any additional expenses incurred by the Village in relation to the agreements. This will likely serve as a deterrent for them to terminate Mr. Hinga’s contract during the life of the agreements.

2. Acceleration Clause for the SIB Loan Agreement

The Village Council also requested that an acceleration clause be inserted into the SIB loan agreement, which would guarantee prompt payment of the loan in the event of disincorporation. We suggest that the following language be inserted as paragraph 11 of the SIB loan agreement, before the “Miscellaneous” provisions.

“If during the term of this Agreement the Village is disincorporated by vote, or the Village Council appoints a disincorporation commission pursuant to a valid petition for disincorporation, the Village may declare all unpaid principal and interest on the SIB loan contemplated herein immediately due and payable by the Township. The Township shall make one lump sum payment to the Village within (30/60) days of receiving notice that the Village has declared all unpaid principal and interest immediately payable pursuant to this Agreement.”

This language attempts to protect the Village under both disincorporation scenarios. If disincorporation is passed by a vote, then the Village may declare the loan due and payable. However, if the Village decides to appoint a disincorporation commission, then the commission and the Village may decide to accelerate the loan, or possibly include such acceleration within the disincorporation plan. This would give the Village some flexibility in planning for the payment of the loan before disincorporation would be put to a vote.

Please advise if you have any questions regarding these matters.

- Johnny

AGREEMENT TO SERVE AS APPLICANT-BORROWER FOR AN SIB LOAN

This Agreement is entered into this ___ of _____, 2017, by and between the Township of Crockery, Ottawa County, Michigan with its office located at 17431 – 112th Avenue, Nunica, Michigan 49448-0186 (hereafter, the “Township”), and the Village of Spring Lake, Ottawa County, Michigan with its office located at 102 W. Savidge Street, Spring Lake, Michigan 49456 (hereafter, the “Village”) (the Township and the Village are collectively referred to hereafter as the “Parties”).

RECITALS

WHEREAS, the Michigan Department of Transportation (“MDOT”) has established the State Infrastructure Bank (“SIB”) to provide loans to certain public entities for eligible transportation improvements; and

WHEREAS, the Township desires to obtain an SIB loan, to fund a portion of the cost of improvements in the Township portion of the North Bank Trail, a non-motorized trail and eligible transportation improvement (the “Project”); and

WHEREAS, a qualified borrower from the SIB must be a public transportation body, eligible to receive state transportation funds under Michigan Public Act 51 of 1951, as amended (“Act 51”); and

WHEREAS, the Township is not an eligible public transportation body under the SIB program, but the Village is an eligible public transportation body under the SIB program;

WHEREAS, the SIB regulations permit an eligible public transportation entity to be the applicant-borrower on behalf of another public entity, to assist in the financing of an eligible transportation improvement; and

WHEREAS, the Village desires to serve as the applicant-borrower for an SIB loan on behalf of the Township; and

WHEREAS, the Township and the Village have entered this Agreement so that the Village, being an Act 51 eligible public transportation entity, may serve as applicant-borrower of a proposed loan from the SIB that would help to fund a portion of the cost of the Project.

NOW, THEREFORE, the Parties agree as follows:

1. Approval of Description, Plans, and Estimated Costs of Project.

a. A description of the Project is included as Exhibit A to this Agreement. Plans for the Project are on file with the Township. The Village and the Township hereby approve the description of the Project, for purposes of the Application and SIB loan.

b. The estimate of cost for the Project, including the amount of the Project to be defrayed from the proceeds of the loan from the SIB, if awarded, and the Transportation Alternatives Program (“TAP”) grant (as defined in paragraph 2 below), if awarded, is also set forth on Exhibit A. The Village and the Township hereby approve the estimate of cost of the Project and the amount of the SIB loan to be included in the Application for purposes of the Application and the SIB loan.

2. Payment by Township of Costs of Project; Use of SIB Loan Funds; Undertaking Project.

a. The cost of the Project shall be paid by the Township, using Township funds on hand, the proceeds of the SIB loan, if any, and the proceeds of a TAP grant (the “TAP Grant”), if any. The Parties have entered or will enter into a separate agreement with respect to the preparation and submittal of an application for the TAP Grant and, if awarded, for the administration of the TAP Grant by the Village on behalf of the Township for the Project.

b. The Township shall use the proceeds of the SIB loan for the Project in accordance with SIB requirements.

c. The Township is solely responsible for undertaking the Project, preparing the Project costs, and prosecuting the work of the Project as required by SIB and the terms of the SIB loan. The Village shall have no financial or other responsibility with respect to undertaking the Project, paying the costs of the Project, or prosecuting the work of the Project.

3. Agreement by Village.

a. The Village, as an eligible agency, agrees to apply to the SIB for a loan, on behalf of the Township, in the amount of \$_____ (the "Loan"), to help fund the cost of the Project. The Village, with assistance and input of the Township, shall complete and file the application for the Loan with the SIB (the "Loan Application"). The Village shall file the Loan Application with SIB on or before _____, 2017, to ensure SIB's consideration and award of the Loan Application during 2017.

b. The Village shall promptly notify the Township of:

i. any additional materials, submittals or information required by SIB to be provided for the SIB's consideration of the Application;

ii. any meetings or phone conferences regarding SIB's consideration, award, review or audit of the Application or Loan; and

iii. any communications received by the Village with respect to the award, administration, auditing, or closeout of the Loan.

c. Upon approval of the Loan by the SIB, the Village shall notify the Township of such award (if notice of award is not provided by SIB directly to the Township) and inform the Township of all SIB requirements necessary for the Township to obtain the funds from the SIB for the Loan.

d. The Village shall administer the Loan, as awarded by the SIB, on behalf of the Township including, but not limited to:

i. ~~disbursing Loan funds to the Township~~requisitioning Loan funds from SIB, reviewing and processing construction invoices for the Project, and paying such invoices from Loan proceeds as received, all in accordance with Loan and SIB requirements;

ii. promptly providing the Township with all notices and information regarding the Loan requirements (including the repayment schedule for the Loan), compiling (with the assistance of the Township) and filing any reports (including, but not limited to, audit or accounting reports) and documents required to be filed with the SIB for the Loan, and any modifications to the Loan;

iii. invoicing the Township, not less than 45 days prior to the due date, for any principal and/or interest payments due under the terms of the Loan (the “Loan Payments”) to be paid by the Village to SIB; and

iv. promptly paying all Loan Payments paid by the Township to the Village for repayment on the Loan to SIB in the time and manner specified to the Village by SIB.

e. Amounts paid by the Township to the Village for payment of the Loan Payments shall be used by the Village solely for the purpose of paying the Loan Payments to the SIB when due. Such amounts held by the Village, pending use of such funds to pay the Loan Payments, shall be held as uninvested cash.

f. Interest earned on Loan funds, if any, held by the Village on behalf of the Township, shall be used in accordance with the Loan requirements or, if not so specified in such requirements, shall be used by the Village for repayment of the Loan.

g. ~~f.~~The Village shall cooperate with the Township to the extent necessary to comply with all terms and conditions of the Loan.

h. ~~g.~~The Village shall not be liable to the Township if the Village and/or Township is notified that the Project did not qualify for the Loan.

i. ~~h.~~ Approval and execution of this Agreement by the Village Council shall constitute authorization and direction to Village officials including, but not limited to, the Village President, Village Clerk, and/or Village Manager, to complete, sign, and file the Application and all necessary materials with respect to the Application and the Loan without further authorization from the Village Council.

4. Agreement by Township.

a. The Township hereby ratifies, approves, and confirms the Village as an “eligible agency” to act on the Township’s behalf with respect to the preparation and submission of the Application and the administration of the Loan.

b. The Township shall:

i. promptly provide the Village with all necessary information, materials and submittals necessary for the Village to compile, complete, and file the Application with the SIB by the date set forth in paragraph 3 of this Agreement;

ii. cooperate with the Village and comply with all terms and conditions of the Loan;

iii. be solely responsible for the costs for the preparation and submittal of the Application and all related plans or documents required by the SIB to be filed with the Application or supplemental to the Application including, but not limited to, the Village’s associated costs for the preparation and submittal of the Application (“Application Costs”);

iv. reimburse the Village, within 30 days of receipt of an invoice from the Village, for any Application Costs incurred by the Village for the Township, if any;

v. promptly provide the Village with all necessary documents and information required by the SIB following the award, during the administration, and for the close out of the Loan, including, but not limited to, invoices for construction of the Project (to the extent

presented to or received by the Township) to be paid by the Village on behalf of the Township from Loan proceeds; and

vi. remit to the Village, not less than 30 days prior to due date of any Loan Payments and after invoice by the Village, amounts sufficient to enable the Village to make such Loan Payments when due to the SIB.

c. To the extent that it is necessary for the Township to increase the Loan Payments under the terms of the SIB Loan, the Township agrees to provide adequate funds to the Village to make such increased Loan Payments to the SIB.

d. If any Loan Payment payable by the Township to the Village pursuant to this Paragraph 4 is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of 1% thereof for each month, or fraction thereof, that the same remains unpaid after the due date.

e. If under the terms of the SIB Loan, the SIB Loan may be prepaid, in whole or in part, and the Township in its sole discretion chooses to prepay the Loan in whole or in part, the Township shall provide written notice of its intent to prepay the Loan to the Village, together with such amounts to be prepaid to the Village, and the Village shall pay all such amounts to the SIB, in accordance with the terms of the SIB Loan.

f. The Township intends to repay the SIB Loan using the proceeds of the Township's dedicated trail millage. To the extent the proceeds of the trail millage are insufficient for repayment of any principal or interest due on the SIB Loan, the Township agrees to use other legally available revenues and resources to make such payments to the Village to enable the Village to make such payments to the SIB in accordance with the requirements of the SIB Loan.

g. The Township, in its sole discretion, may pay in advance any portion of a Loan Payment in excess of the Loan Payment requirement, in which event the Village shall credit

the Township with advance payment of the next succeeding payments to the extent of such advance payments.

h. The Township shall pay to the Village an “administration fee” (the “Administration Fee”), for the Village’s services with respect to the preparation and submittal of the Application and administration of the Loan. The Administration Fee shall be \$150 per year and shall be paid by the Township to the Village on or before ____ 1 each year in which the SIB Loan is outstanding. Upon repayment of the SIB Loan in full by the Township and Village, the Township shall no longer be required to pay the Administration Fee to the Village.

i. Approval and execution of this Agreement by the Township Board shall constitute authorization and direction to Township officials including, but not limited to, the Township Supervisor, Township Clerk, and Township Treasurer, or their designees, to complete, sign, and file the Application, if necessary, and all necessary materials with respect to the Application and Loan without further authorization from the Township Board.

5. **Term of Agreement.** This Agreement shall remain in full force and effect for so long as the term of the Loan, if awarded by the SIB, or for so long as specified in the Loan documents. If the Loan is not awarded for the Project by the SIB or the Loan is terminated by the SIB, or the Township pays-off the Loan in full prior to the full term of the Loan, the terms and conditions of this Agreement and obligations of the Parties shall terminate.

6. **Insurance for Project.** The Township shall be solely responsible for maintaining necessary insurance for the work on the Project.

7. **Indemnification and Hold Harmless.**

a. The Township assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Township’s obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Township or its

officers, employees or agents. To the extent permitted by law, the Township agrees to indemnify the Village and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Township has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Township therefore is insufficient. The Township's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

b. The Village assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Village's obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Village or its officers, employees or agents. To the extent permitted by law, the Village agrees to indemnify the Township and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Village has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Village therefore is insufficient. The Village's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

8. **Communications.** The responsible persons for communications pursuant to this Agreement are the: (a) Township Supervisor, and (b) Village Manager. Each party may, by written notice, specify a replacement contact person and also a contingent or backup contact person. All notices and other documents to be served or transmitted hereunder shall be in writing addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or such other address or addressee as shall be specified by the parties hereto from time to time and

may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage.

9. **No Joint Venture.** This Agreement shall not be construed as creating a joint venture between the Township and the Village.

10. **Amendment.** No amendment, modification or waiver shall be effective unless in writing and signed by all parties hereto and approved by the Township Board and the Village Council.

11. **Miscellaneous.**

a. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

b. The covenants contained herein shall bind and the benefits and advantages shall inure to the respective successors and permitted assigns of the parties hereto.

c. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

d. The captions or headings in this Agreement are for convenience only and shall not define, limit, or describe the scope or intent of any provision or section of this Agreement.

e. All exhibits attached hereto are hereby incorporated as though fully stated herein.

f. A waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability there shall not impair the remainder of this Agreement, which shall remain in full force and effect.

g. This Agreement is an integrated contract and represents the entire understanding and agreement between the parties hereto regarding the subject matter of this Agreement.

h. The individuals executing this Agreement below personally warrant to the other parties that the individual, in executing this Agreement, is acting with full authority to bind the respective parties to the terms of this Agreement and that evidence of such authority shall be submitted upon request.

TOWNSHIP OF CROCKERY,
a Michigan general law township

By: _____
Leon Stille
Its: Supervisor

By: _____
Kathy Buchanan
Its: Clerk

VILLAGE OF SPRING LAW,
a Michigan general law village

By: _____
Joyce Verplank Hatton
Its: President

By: _____
Marv Hinga
Its: Clerk

EXHIBIT A

DESCRIPTION OF AND ESTIMATE OF COST FOR THE PROJECT

[to be inserted]

Document comparison by Workshare 9 on Friday, March 24, 2017 10:59:39 AM

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Moved cell	
Split/Merged cell	
Padding cell	

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Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20

AGREEMENT TO SERVE AS ADMINISTRATOR FOR TAP GRANT

This Agreement is entered into this ___ of _____, 2017, by and between the Township of Crockery, Ottawa County, Michigan with its office located at 17431 – 112th Avenue, Nunica, Michigan 49448-0186 (the “Township”), and the Village of Spring Lake, Ottawa County, Michigan with its office located at 102 W. Savidge Street, Spring Lake, Michigan 49456 (the “Village”) (the Township and the Village are collectively referred to hereafter as the “Parties”).

RECITALS

WHEREAS, the Transportation Alternatives Program (“TAP”) is a grant program administered by the Michigan Department of Transportation (“MDOT”), which provides available federal funds for eligible transportation projects, including pedestrian and bicycle trails established within abandoned railroad rights-of-way; and

WHEREAS, the Township has obtained a TAP grant from MDOT to fund a portion of the cost of improvements to the Township’s portion of the North Bank Trail, a non-motorized trail and eligible transportation project (the “Project”); and

WHEREAS, although the Township has been awarded the TAP grant by MDOT for the Project, the Township is not an “eligible agency” under the TAP program and, therefore, cannot administer and expend grant funds directly, but may only do so through an eligible agency; and

WHEREAS, the TAP regulations permit a village, as an “eligible agency” under the TAP regulations, to oversee and administer the use of such funds, under arrangements satisfactory to the parties; and

WHEREAS, the Township desires to designate the Village as the administrator for the Township’s TAP grant for the Project; and

WHEREAS, the Village desires to serve as administrator for the TAP grant on behalf of the Township; and,

WHEREAS, the Parties have entered into this Agreement so that the Village, being an eligible agency, may serve as the administrator of the Township's TAP grant for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. **Approval of Description, Plans, and Estimated Costs of Project.**

a. A description of the Project is included as Exhibit A to this Agreement. Plans for the Project are on file with the Township. The Village and the Township hereby approve the description of the Project, for purposes of the administration of the TAP grant.

b. The estimate of cost for the Project, including the amount of the Project to be defrayed from the proceeds of the TAP grant, other non-TAP grant funds, and the Loan (as defined in paragraph 2 below), if awarded, is also set forth on Exhibit A. The Village and the Township hereby approve the estimate of cost of the Project for purposes of the administration of the TAP grant.

2. **Payment by Township of Costs of Project; Use of TAP Grant Funds; Undertaking Project.**

a. The cost of the Project shall be paid by the Township, using Township funds on hand, the proceeds of the TAP grant, the proceeds of any other grants, if any, and the proceeds of a loan, if any, by the State Infrastructure Bank ("SIB") established by MDOT and provided to the Village for use by the Township for the Project (the "Loan"). The Parties have entered or will enter into a separate agreement with respect to the preparation and submittal of an application for the Loan to SIB and, if awarded, for the administration of the Loan by the Village on behalf of the Township for the Project.

b. The proceeds of the TAP grant for the Project shall only be expended in accordance with the TAP grant and MDOT requirements.

c. The Township is solely responsible for undertaking the Project, paying the Project costs, and prosecuting the work of the Project as required by the TAP grant. The Village shall have no financial or other responsibility with respect to undertaking the Project, paying the costs of the Project, or prosecuting the work of the Project.

3. **Agreement by Village.**

a. The Village, as an eligible agency, agrees to administer the TAP grant, on behalf of the Township. The amount of the TAP grant to the Township is equal to 70% of the Project cost, as set forth on Exhibit A (the “Grant”).

b. In administering the Grant on behalf of the Township, the Village shall:

i. promptly notify the Township of: any additional materials, submittals or information required by MDOT to be provided for the administration, disbursement, or accounting of the Grant and proceeds of the Grant; any meetings or phone conferences regarding the administration, review or audit of the Grant; and any communications received by the Village with respect to the administration, auditing, or closeout of the Grant;

c. reviewing and approving invoices for payment for work performed by contractors and engineers on the Project;

d. disbursing and accounting for the use of Grant funds for the Project in accordance with Grant and MDOT requirements;

e. providing a report to the Township, not less than quarterly, describing the expenditure of Grant proceeds and showing invoices submitted, processed, and paid by the Village in the preceding quarter; and

f. preparing and filing all required reports, notices and an accounting of expenditure of Grant proceeds with MDOT as required by MDOT.

g. The Village shall cooperate with the Township to the extent necessary to comply with all terms and conditions of the Grant.

h. Interest earned on Grant funds, if any, held by the Village on behalf of the Township, shall be used in accordance with the Grant requirements or, if not so specified in such requirements, shall be allocated to and made available to pay the cost of the Project.

i. ~~h.~~ Approval and execution of this Agreement by the Village Council shall constitute authorization and direction to Village officials including, but not limited to, the Village President, Village Clerk, and/or Village Manager, to sign and file all necessary materials, documents and certificates with respect to the administration and closeout of the Grant without further authorization from the Village Council.

4. **Agreement by Township.**

a. The Township hereby ratifies, approves, and confirms the Village as an “eligible agency” to act on the Township’s behalf under TAP with respect to the administration of the Grant.

b. The Township shall cooperate with the Village and comply with all terms and conditions of the Grant.

c. The Township shall promptly provide the Village with all necessary documents and information required by MDOT during the administration, and for the closeout of the Grant.

d. The Township shall pay to the Village an “administration fee” (the “Administration Fee”), for the Village’s services with respect to the administration of the Grant.

i. The Administration Fee shall be equal to 1.5% of the Project cost expended by the Village on behalf of the Township that is not paid for using the proceeds of the

Grant received for the Project (“non-Grant Expenditures”). For illustration purposes only, the amount of the Administration Fee shall be calculated as follows:

Total Project Cost	\$ 1,600,000
less Less TAP Grant proceeds	\$ <u>1,120,000</u>
non Non-Grant Expenditures	\$ 480,000
non Non-Grant Expenditures (actual amounts expended)	\$ 480,000
<u>x Administration Fee (1.5%)</u>	<u>x 1.5%</u>
Total Administration Fee due to Village	\$ 7,200

ii. The Administration Fee shall be paid to the Village quarterly based on the amount of non-Grant Expenditures paid by the Village, on behalf of the Township, for the Project in the preceding quarter.

e. Approval and execution of this Agreement by the Township Board shall constitute authorization and direction to Township officials including, but not limited to, the Township Supervisor, Township Clerk, and Township Treasurer, or their designees, to complete, sign, and file all necessary materials, documents and certificates with respect to the Grant without further authorization from the Township Board.

5. **Term of Agreement.** This Agreement shall remain in full force and effect for so long as the term of the Grant, or for so long as specified in the Grant documents. If the Grant is terminated by MDOT the terms and conditions of this Agreement and obligations of the Parties shall terminate.

6. **Insurance for Project.** The Township shall be solely responsible for maintaining necessary insurance for the work on the Project.

7. **Indemnification and Hold Harmless.**

a. The Township assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Township’s obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Township or its

officers, employees or agents. To the extent permitted by law, the Township agrees to indemnify the Village and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Township has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Township therefore is insufficient. The Township's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

b. The Village assumes all risk and liability for injury or damage to persons or property that arise from the failure to perform the Village's obligations as set forth in this Agreement or otherwise due to gross negligence or intentional wrongdoing by the Village or its officers, employees or agents. To the extent permitted by law, the Village agrees to indemnify the Township and its officers, employees and agents from any and all losses, damages, claims, and expenses, including reasonable attorney's fees incurred for defense, resulting from an injury or damage to any persons or property for which the Village has assumed risk and liability pursuant to the immediately preceding sentence to the extent that any insurance maintained by the Village therefore is insufficient. The Village's obligation pursuant to this subsection shall survive beyond the termination of this Agreement.

8. **Communications.** The responsible persons for communications pursuant to this Agreement are the: (a) Township Supervisor, and (b) Village Manager. Each party may, by written notice, specify a replacement contact person and also a contingent or backup contact person. All notices and other documents to be served or transmitted hereunder shall be in writing addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or such other address or addressee as shall be specified by the parties hereto from time to time and

may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage.

9. **No Joint Venture.** This Agreement shall not be construed as creating a joint venture between the Township and the Village.

10. **Amendment.** No amendment, modification or waiver shall be effective unless in writing and signed by all parties hereto and approved by the Township Board and the Village Council.

11. **Miscellaneous.**

a. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

b. The covenants contained herein shall bind and the benefits and advantages shall inure to the respective successors and permitted assigns of the parties hereto.

c. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

d. The captions or headings in this Agreement are for convenience only and shall not define, limit, or describe the scope or intent of any provision or section of this Agreement.

e. All exhibits attached hereto are hereby incorporated as though fully stated herein.

f. A waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability there shall not impair the remainder of this Agreement, which shall remain in full force and effect.

g. This Agreement is an integrated contract and represents the entire understanding and agreement between the parties hereto regarding the subject matter of this Agreement.

h. The individuals executing this Agreement below personally warrant to the other parties that the individual, in executing this Agreement, is acting with full authority to bind the respective parties to the terms of this Agreement and that evidence of such authority shall be submitted upon request.

TOWNSHIP OF CROCKERY,
a Michigan general law township

By: _____
Leon Stille
Its: Supervisor

By: _____
Kathy Buchanan
Its: Clerk

VILLAGE OF SPRING LAW,
a Michigan general law village

By: _____
Joyce Verplank Hatton
Its: President

By: _____
Marv Hinga
Its: Clerk

EXHIBIT A

DESCRIPTION OF AND ESTIMATE OF COST FOR THE PROJECT

[to be inserted]

Document comparison by Workshare 9 on Friday, March 24, 2017 10:45:33 AM

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Split/Merged cell	
Padding cell	

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Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20

Christine Burns

From: managementforum@listserv.mml.org on behalf of Patrick McGinnis
<managementforum@listserv.mml.org>
Sent: Thursday, March 23, 2017 3:37 PM
To: managementforum@listserv.mml.org
Subject: Asian Carp Resolution
Attachments: Resolution to Support the Restoration of Funding for the Great Lakes Initiative.docx

This message was sent by Patrick McGinnis pmcginnis@grandhaven.org

The Grand Haven City Council is very concerned about the possible reduction in funds to the EPA to support Great Lakes preservation efforts, especially the proposed \$300,000,000 but to the EPA (GLRI). They will consider the attached resolution on Monday night - please consider asking your City, Village, Township or County Council or Commission or Board to take a similar stance and send your resolutions to Washington.

Please send me a copy if you act on this; the louder our voice the better (we do not need Asian Carp overrunning our lakes and rivers)

Pat McGinnis, City Manager
519 Washington Ave
Grand Haven, MI 49417
(616) 847-4888 (office)
(616) 402-0815 (cell)
pmcginnis@grandhaven.org<mailto:pmcginnis@grandhaven.org>

[(c) Dixie Allan]

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Post your message to the list by sending it to MANAGEMENTFORUM@listserv.mml.org.

To contact the list owner, send your message to
MANAGEMENTFORUM-list-owner@listserv.mml.org.

Michigan Municipal League 1675 Green Road Ann Arbor, MI 48105-2530 USA

To unsubscribe, switch to/from digest, get on/off vacation, or change your email address, click here.
<<http://cgi.mail-list.com/u?ln=managementforum&nm=christine%40springlakevillage.org>>

Resolution to Support the Restoration of Funding for the Great Lakes Initiative

Whereas Due to their voracious appetites for plankton (also consumed by native fish), their rapid rate of reproduction, and their relatively large size, Asian carps have had devastating impacts on native fish populations, and

Whereas Today, bighead and silver carp are the dominant fish species in the Illinois River, which connects the Mississippi River to Lake Michigan, and

Whereas There is concern that if bighead and silver carp enter the Great Lakes, they may cause significant ecosystem damage, and

Whereas In addition to ecosystem damage, the threat may devastate the Great Lakes fisheries, currently valued at \$7 billion per year supporting 75,000 jobs in the region, and

Whereas Proposed cuts in President Trump's first budget would eliminate federal support for Great Lakes restoration efforts that have made a tremendous difference in the health and vitality of this worldwide resource, threatening not only funding to combat the Asian Carp menace, but also threatening the world's largest surface water supply of fresh water, and

Whereas Our Great Lakes are too important to our Nation to divest at the Federal level in the hopes that local and state government and non-profit entities will find the means to effectively protect this irreplaceable treasure.

Now, Therefore Be It Resolved that the City Council of the City of Grand Haven urges Congress to restore all funding to the EPA and NOAA, including \$300,000,000 for the Great Lakes Restoration Initiative, and

Be It Further Resolved that our representatives in Washington are implored to place the highest level of importance on the protection of our water resources as we rely on these waters for our very existence.

Proposed for the March 27, 2017 City Council Agenda

Village of Spring Lake
 April 2017 Budget Amendments

	Fund	Dept.	Account	Current	Proposed	Change
101-381.000-702.000	General Fund	Planning/Zoning	Full Time Wages	20,598	22,119	1,521
101-381.000-704.000	General Fund	Planning/Zoning	Social Security	1,576	1,700	124
101-381.000-710.000	General Fund	Planning/Zoning	Life Insurance	-	400	400
101-381.000-711.000	General Fund	Planning/Zoning	Workers Comp	-	205	205
101-381.000-801.000	General Fund	Planning/Zoning	Professional Services	18,500	16,500	(2,000)
101-381.000-801.350	General Fund	Planning/Zoning	Planning - Collaboration	-	16,500	16,500
101-381.000-801.381	General Fund	Planning/Zoning	Zoning - Collaboration	30,000	15,000	(15,000)
101-381.000-804.000	General Fund	Planning/Zoning	Legal Fees	7,500	6,000	(1,500)
101-381.000-900.000	General Fund	Planning/Zoning	Printing and Publishing	700	450	(250)
Adjust Planning Department budgeted line item expenditures reflect actual spending				Change		0
203-463.000-801.000	Local Streets	Routine Maintenance	Professional Services	-	10,000	10,000
203-478.000-940.000	Local Streets	Winter Maintenance	Equipment Usage	12,500	6,000	(6,500)
203-478.000-702.000	Local Streets	Winter Maintenance	Full Time Wages	7,739	4,239	(3,500)
Adjust Local Street Fund Budget to cover cost of tree removal				Change		0
208-000.000-677.185	Public Improvement	Revenue	Whistlestop Park Donations	-	150,000	150,000
208-000.000-978.710	Public Improvement	Expenditure	Whistlestop Park Improvements	-	150,000	150,000
Adjust Public Improvement Fund budget for the Whistlestop Park project.				Change		0

Christine Burns

From: Mary Paparella
Sent: Friday, March 17, 2017 2:54 PM
To: Christine Burns
Subject: fyi....

I ran into Rita Braun and she wanted us to know how pretty the Christmas lights looked this year. She said since we hear a lot of complaints, she wanted to share a compliment.

Mary Paparella

Administrative Assistant
Building Department Supervisor
Water/Sewer Department
Village of Spring Lake
102 W. Savidge
Spring Lake, MI 49456
616-842-1393 ~ phone
616-847-1393 ~ fax
mary@springlakevillage.org
www.springlakevillage.org

Christine Burns

From: Christine Burns
Sent: Tuesday, March 28, 2017 2:22 PM
To: 'pennyvg@charter.net'
Cc: Maryann
Subject: RE: Website Contact Form "Construction"

Dear Ms. Van Gelderen,

Thank you for your email regarding the Buchanan Street reconstruction project. I glad to know that you received our letter outlining the project that starts next week and runs through the end of June. We are working hard to make improvements to our Village infrastructure and realize there may be some inconveniences that go along with any construction project.

Throughout the project, we will be posting timeline updates on the Village's Facebook page, on Constant Contact and on WGHN. When the detour date is solidified, we will also use Nixle to provide updates. I feel as though I need to reiterate that there will be some disruption and inconvenience to anyone who lives on or uses Buchanan Street. It is an unfortunate side effect of replacing sewer lines and repaving. The contractor will do their best to minimize those issues, but in the event that you or your husband cannot access your driveway, I would encourage you to take advantage of the public parking areas across the street from your home.

Fondly,

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393

-----Original Message-----

From: Penny Van Gelderen [mailto:no-reply@www.springlakevillage.org]
Sent: Tuesday, March 28, 2017 9:07 AM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Construction"

From: Penny Van Gelderen <pennyvg@charter.net>
Subject: Construction

Message Body:

I noticed that you are planning on ripping up our driveway. I would like to let you know that my husband has to be able to get in and out to go to work so you might want to do half of it at a time. I plan on living here for a long time and if he loses his job then we are SOL. I got the letter so I do not want any phone calls from Mary saying you have the right to do whatever you want to, because you have to leave room for us to come and go. I am home all day every day and there is no reason what so ever for someone to knock on the door and give me the heads up as to what you are doing so I can get a hold of my husband and let him know. I keep track of things that do not look right, yet when I report it or ask questions I get the brush off or get an answer like "We are the city and we can do whatever we want to to your property without notice".

--

This e-mail was sent from a contact form on Village of Spring Lake (<http://www.springlakevillage.org>)

Christine Burns

From: Christine Burns
Sent: Monday, April 3, 2017 10:16 AM
To: 'pennyvg@charter.net'
Cc: Maryann Fonkert (maryann@springlakevillage.org); Lori Spelde
Subject: RE: Website Contact Form "Construction"

Dear Ms. Van Gelderen,

Thank you for your communication this morning.

The noise you heard this morning was the street cleaner that you mentioned in your correspondence, not construction related noise. There are several reasons that the street cleaners begin their work early on M-104, the main one of which is traffic congestion. For safety reasons, they typically sweep during spring break when there are no buses and early in the morning when traffic is light. They do drive slower than the posted speed limit to ensure they do a thorough job. Sweeping the gutters collects the remnants left over from winter so the debris does not fill our storm sewers and clog them. It's not for aesthetics, but for functionality of the storm water system. We do not regulate traffic noise (which this is) on M-104. Construction noise cannot commence (per Village ordinance, see excerpt below) prior to 7:00 a.m. I'm not sure where you obtained your legal advice that states 9:00 a.m. is when construction can start, as that is not the case in the Village.

Sec. 46-71. - Noise control.

It shall be unlawful for any person to permit persons on their property or on property under their control to make, continue or cause to make any loud, raucous or jarring noise, congregation, disturbance or party, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet, comfort, repose or peace of persons in any office or in any dwelling or other type of residence, or of any persons in the vicinity; any noise which is clearly audible more than 50 feet from a person's property, or property under their control, shall be deemed a disturbance under the provision of this section.

The construction on Buchanan Street is mostly funded with money from MDOT. They require that all sidewalks meet their "complete street" specifications, which means they must be 5' wide. All curbs and sidewalks will be made ADA compliant.

As I mentioned in my previous email, we will do our best to communicate with you and all other Buchanan Street residents through various means such as Facebook, Constant Contact, Nixle, WGHN and the Village website. If you need to contact me for any reason, my email address is christine@springlakevillage.org. Phone numbers are listed below.

Sincerely,

Chris
Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393

-----Original Message-----

From: Penny Van Gelderen [mailto:no-reply@www.springlakevillage.org]
Sent: Monday, April 03, 2017 6:49 AM
To: Maryann Fonkert <Maryann@springlakevillage.org>; Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Construction"

From: Penny Van Gelderen <pennyvg@charter.net>
Subject: Construction

Message Body:

Ok we have to live with the construction, but at 6:00 in the morning. and also by the way I was in Holland last week Wednesday and I spoke with my lawyer he asked me to take pictures of our driveway and the side walk I do not know why you are going to widen it, but a wheelchair will fit down there. Anyway since it is your idea to do the sidewalk and there is nothing wrong with it then you better not send us a bill and yes I sent the pictures to him. By law you cannot start construction before 9:00 am any way so what the hell woke me up at 6:00? And if it is the street cleaner our bedroom window faces the street. And yes I am very upset that since I did not have to be up this early I am pretty much not real happy at the moment. We better get a notice before you turn the water off for any reason.

--

This e-mail was sent from a contact form on Village of Spring Lake (<http://www.springlakevillage.org>)

Christine Burns

From: Christine Burns
Sent: Monday, April 10, 2017 8:38 AM
To: 'pennyvg@charter.net'
Cc: Maryann; Lori Spelde
Subject: RE: Website Contact Form "Garbage"

Penny,

Who provides your trash service? I can let them know that you will be placing your trash on the Savidge Street side rather than the Buchanan Street side of your house.

Also, please note that the May spring clean-up is the 3rd, not the 5th, as you mention in your email. New this year is having to register your address with Kuerth so they will pick up your junk. Their phone number is 1-800-332-3496. When you call to let them know that you have junk to be picked up, just let them know that it's on Savidge.

The street will not be complete until the end of June (weather permitting).

Thanks,

Chris

Christine Burns
Spring Lake Village Manager
102 W. Savidge
Spring Lake, MI 49456
P: 616.842.1393
F: 616.847.1393



----- Original message -----

From: Penny Van Gelderen <no-reply@www.springlakevillage.org>
Date: 4/9/17 9:53 AM (GMT-05:00)
To: Maryann Fonkert <Maryann@springlakevillage.org>, Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Garbage"

From: Penny Van Gelderen <pennyvg@charter.net>
Subject: Garbage

Message Body:

I have garbage pickup on Wednesday's and the garbageman will not come down our street and pick it up so I am going to put it by the road in the front and I also have recycling every other week. Also May 05 is spring clean up so where do we put that unless our street

is back in order by that time. Thank you

--
This e-mail was sent from a contact form on Village of Spring Lake (<http://www.springlakevillage.org>)

Christine Burns

From: Christine Burns
Sent: Monday, April 10, 2017 8:12 AM
To: 'William Doolittle'
Cc: Maryann Fonkert (maryann@springlakevillage.org); Lori Spelde
Subject: RE: Website Contact Form "Buchanan St Maintenance"

Mr. Doolittle,

I have let the DPW know that the sign is there and they will be down to get it. It actually belongs to a 3rd party contractor, hired by McCormick, to install traffic control devices. Our public works has nothing to do with the signage, but they have the truck and manpower to come get it from your yard ☺.

Thanks for letting us know. Happy Monday!

Chris

----- Original message -----

From: William Doolittle <no-reply@www.springlakevillage.org>
Date: 4/9/17 3:38 PM (GMT-05:00)
To: Maryann Fonkert <Maryann@springlakevillage.org>, Lori Spelde <Lori@springlakevillage.org>
Subject: Website Contact Form "Buchanan St Maintenance"

From: William Doolittle <suppresst@charter.net>
Subject: Buchanan St Maintenance

Message Body:

Public Works installed a "Road Closed Sign" in the grass strip in front of my house. For some reason they left a large "Shoulder Closed" sign, for which there is no apparent need here, lying in the grass and I had to pick it up to prevent it from killing the grass. It is propped up, right now, by the other sign. Please have them come and collect it.

--

This e-mail was sent from a contact form on Village of Spring Lake (<http://www.springlakevillage.org>)

Christine Burns

From: Christine Burns
Sent: Friday, March 31, 2017 3:02 PM
To: 'Lee Burlison'
Cc: jimandmartyadams@icloud.com; htb1247@sbcglobal.net; Heidi Parsons; Travis Parsons; 'Suzanne Richards'; Al Perry; kth60@aol.com
Subject: RE: No wake buoy

Lee,

I had a meeting with Sgt. Dean DeVries (Ottawa County Sheriff's Office) this morning and he indicated that he was going to contact you about the buoy placement. If you don't hear from him by Monday, just let me know.

Thanks,

Chris

From: Lee Burlison [mailto:leeurlison@smj-llc.com]
Sent: Monday, March 27, 2017 3:54 PM
To: Christine Burns <christine@springlakevillage.org>
Cc: jimandmartyadams@icloud.com; htb1247@sbcglobal.net; Heidi Parsons <heidiparsons@sbcglobal.net>; Travis Parsons <parsonstbox@sbcglobal.net>; 'Suzanne Richards' <suzannerichardsmi@gmail.com>; Al Perry <alperry923@gmail.com>; kth60@aol.com
Subject: RE: No wake buoy

Thanks much Christine. Let us know what we can do to assist as this moves along in the process.
Lee

From: Christine Burns [mailto:christine@springlakevillage.org]
Sent: Monday, March 27, 2017 3:49 PM
To: kth60@aol.com; Lee Burlison <leeurlison@smj-llc.com>
Cc: jimandmartyadams@icloud.com; htb1247@sbcglobal.net
Subject: RE: No wake buoy

I'll get in touch with Dean Devries at the OCSO as see what the process is to get a buoy. Unfortunately, I think it's like speed limit signs; people become blind to them in very short order. But it can't hurt to try.

From: kth60@aol.com [mailto:kth60@aol.com]
Sent: Monday, March 27, 2017 1:18 PM
To: leeurlison@smj-llc.com; Christine Burns <christine@springlakevillage.org>
Cc: jimandmartyadams@icloud.com; htb1247@sbcglobal.net
Subject: Re: No wake buoy

All,

I am in favor of this and I am happy to help out. Please let me know what I can do.

Thanks,

Kevin Haviland

Spring Lake Condo Association
616 460 6727 cell

-----Original Message-----

From: Lee Burlison <leeburlison@smj-llc.com>

To: christine <christine@springlakevillage.org>

Cc: kth60 <kth60@aol.com>; jimandmartyadams <jimandmartyadams@icloud.com>; Harry & Sally TenBrink <htb1247@sbcglobal.net>

Sent: Mon, Mar 27, 2017 1:09 pm

Subject: No wake buoy

Christine,

I met you two years ago in Gordon Gallagher's office as we purchased a condo at 967 W. Savidge, Spring Lake. The two summers we have lived with the upcoming season being our third, we have noticed an increase in disregard of the no wake sign on our seawall with many boats coming under the bridge and accelerating into Spring Lake. I spoke with the Marine Division of the Ottawa County Sheriff Department and he advised me that for a floating buoy to be placed in the river/beginning of Spring Lake, the Village would need to request same of the DNR in Plainwell. Subsequent hearings would be held and if approved, the DNR would issue the order to install same. I might not have the actual procedure down in place but that is the jest of what was told to me.

How do we formally request this? I am copying the President of our Condo Association, Kevin Haviland, who I believe will also be in favor of this.

We look forward to your reply and consideration.

Sincerely,

Lee Burlison

Cell 231-301-5653

Christine Burns

From: Bill Cargo <BCargo@ght.org>
Sent: Tuesday, March 28, 2017 9:21 AM
To: Pat McGinnis
Cc: Gordon Gallagher; Craig Bessinger; Christine Burns
Subject: Catwalk Project

Pat:

The GHT Board approved a \$12,500 appropriation for the catwalk project at last night's Board meeting. ☺

I will forward over an appropriate agreement for your signature within the next few days.

FYI

Bill

Christine Burns

From: Ryan Arends <rarends@mbce.com>
Sent: Friday, March 31, 2017 1:18 PM
To: 'Vester Davis'
Cc: Christine Burns; 'Craig Bessinger'
Subject: Tri-Cities Connector Trail Improvements & Maintenance Project
Attachments: 140222_Plan Set-03-31-17.pdf; Specification Book - Tri-Cities Connector Trail.pdf; Engineer's Estimate_3-31-17.pdf

Hi Vester,

Attached please find our preliminary bid package for the Tri-Cities Connector Trail Improvements & Maintenance Project. The package includes construction plans, specifications, and an engineer's estimate. I updated the estimate to add pavement removal and asphalt patching. I also updated the unit prices to the current bidding climate based on discussions with a few contractors.

I have used the following project milestone dates in the specifications:

Advertise Project for Bids	April 12, 2017
Open Bids	May 10, 2017
Potential Contract Award	May 15, 2017
Start Construction	September 5, 2017
Complete Construction	October 14, 2017

Please review the documents and let me know if you would like to make any changes or have any questions.

Thanks

Ryan Arends, P.E.

Moore & Bruggink, Inc. | 2020 Monroe Ave. N.W. | Grand Rapids, MI 49505
Ph: (616) 363-9801 | Fx: (616) 363-2480 | Cell: 616-638-3137 | rarends@mbce.com
[Website](#) | [LinkedIn](#)

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102 W. SAVIDGE ST. • SPRING LAKE, MI 49456

PHONE: 616-842-1393 • FAX: 616-847-1393

www.springlakevillage.org

April 3, 2017

Mrs. Jeanette Kamp
305 E. Savidge
Spring Lake, MI 49456

Dear Mrs. Kamp,

We have been monitoring the condition of a tree that is located in your front yard for the past several years. It appears that the tree is completely dead and in need of removal. The tree is continually dropping dead branches, which are posing a hazard to people who may be using the sidewalk or the street. In the event of a storm, the tree could pose a threat to your home, pedestrians or vehicular traffic.

Could you please contact me within the next two weeks to outline your plan to have the tree removed? Should you choose not to act, the Village may have the portion of the tree that is hanging over our right-of-way removed and assess the cost to your property. We would obviously prefer that you handle the removal yourself so that the tree no longer poses a threat to your property or others. My email address is christine@springlakevillage.org or you may call 616-842-1393.

Sincerely,

Christine Burns
Village Manager

04.01.2017

Six Sixteen Collective
P.O. Box 651
Rockford, MI 49341
616 747 1243
inquiries@sixsixteencollective.com

Christine Burns
Spring Lake Village Manager
102 W. Savidge St.
Spring Lake, MI 49456

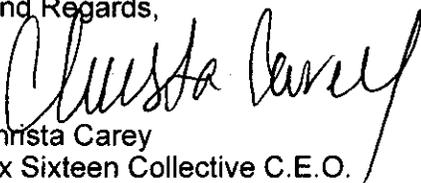
To whom it may concern, we are reaching out to inquire about the local ordinances regarding House Bill 4209, "Medical Marihuana Facilities Licensing Act". This bill gives local governments the authority to regulate the number and location of medical marihuana provisioning centers within their jurisdiction.

Legal cannabis is currently the fastest growing industry in the United States and the legalization of medical marihuana business in Michigan has created a growing market and a great investment opportunity. A fully developed market in Michigan, will lead to millions in tax revenue, with projections topping \$63 million annual. The incentive for local government is overwhelming. In addition to the \$5,000 licensing fee, under House Bill 4209, the tax revenue generated from the provisioning centers will be allocated as follows;

- 25% to the municipalities in which the facilities are located, allocated in proportion to the number of facilities within the municipalities.
- 30% to counties in which a marihuana facility is located, allocated in proportion to the number of facilities within the county.
- 5% to the counties in which a marihuana facility is located, allocated in proportion to the number of facilities within the county, to be used exclusively to support the county sheriffs.
- 30% to the State for deposit in the State General Fund until September 30, 2017 and for deposit in the First Responder Presumed Coverage Fund beginning on October 30, 2017.
- 5% to the Michigan Commission on Law Enforcement Standards (MCOLES) for training local law enforcement officers.
- 5% to the Department of State Police.

A marihuana facility may not operate unless the municipality has specifically adopted an ordinance authorizing that type of facility. As the number of patients that utilize cannabis for medical purposes continues to grow, it's increasingly imperative that municipalities address the need for provision centers. We hope that Spring Lake is considering taking part in the opportunity to stimulate local economic growth and provide safe access to the patients of West Michigan. We look forward to hearing back on how we can work together to address this need.

Kind Regards,


Christa Carey
Six Sixteen Collective C.E.O.

Christine Burns

From: Lukas Hill <LHill@springlaketwp.org>
Sent: Thursday, March 16, 2017 4:46 PM
To: Christine Burns; Margaret Shay; Maryann Fonkert; DPW
Subject: FW: BPCU 2017

Might be nice to put this on FB or something...

From: Jessica Vander Ark [mailto:jvanderark@wmeac.org]
Sent: Thursday, March 16, 2017 3:06 PM
To: Jessica Vander Ark
Cc: Lukas Hill; John Nash
Subject: Re: BPCU 2017

Here is the link to the Rain barrel workshop registration page

<https://wmeac.org/event/spring-lake-community-rain-barrel-workshop/>

Jessica Vander Ark
Director of Environmental Education
West Michigan Environmental Action Council (WMEAC)
1007 Lake Drive SE
Grand Rapids, MI 49506
Office: (616) 451-3051 ext. 128
Cell: (616) 308-5698
email: jvanderark@wmeac.org
website: www.wmeac.org

On Wed, Mar 15, 2017 at 3:20 PM, Jessica Vander Ark <jessica.w.vanderark@gmail.com> wrote:
Hi Lukas! (copying John Nash to share info)

Update for Earth Day Events in the Village:

April 24 6:00-7pm

SL Community Bike Path Cleanup <https://tinyurl.com/bpcu2017> (Please share the link as much as possible to encourage pre-registration!)

- I reserved both pavilions for the evening
- I wanted to confirm if we can have a truck there to load the trash into
- I also would like to get the bathrooms opened again if possible.
- We will be designing a flyer to send home and posters very soon
- Did you want to sponsor an add or anything this year? Just LMK what you're thinking

April 24 7:00-8pm

SL Community Rain Barrel Workshop (immediately after BPCU)

This is a new event for the SL community. I will get the info out with a link to a page for families to register for the the rain barrel workshop. People will need to pay \$45 per barrel, and will assemble it at the park to take home. It is a community workshop so will be open to the whole community just like the BPCU. My office (WMEAC) coordinates bringing the rain barrels from Grand Rapids and will take care of everything else. All welcome to sign up and join as a family.

Hope this helps! Let me know if you have any questions.

Jessica

Christine Burns

From: tom@adsigns.com
Sent: Monday, September 12, 2016 11:51 AM
To: Christine Burns
Subject: RE: FW: An idea

Hi Christine,

This type of sign would be approximately \$800.00 to create. If you needed us to install it, it would be \$420.00. The size of the sign would be a 24" x 36" Top Plate with laminated Digital Graphics. With a Clear Acrylic protective top. The post would be painted aluminum...24" tall. 4" square. Thanks,

Tom.

> Yes, I think that would work.

>

>

> -----Original Message-----

> From: tom@adsigns.com [mailto:tom@adsigns.com]

> Sent: Wednesday, August 17, 2016 2:56 PM

> To: Christine Burns <christine@springlakevillage.org>

> Subject: Re: FW: An idea

>

> Hi Chris,

>

> Would you like something similar to this sign attached? Of course,

> not a plaque. But a digital print put in to a frame. I'll get a

> price together for you. Thanks,

>

> Tom.

>

>

>

>

>

>

>

>> Tom,

>>

>> Could you give us a price on creating something similar for us? I

>> don't have a sign; we'd have to guesstimate.

>>

>> Thanks,

>>

>> Chris
>>
>> From: Leslie Newman [mailto:newmanle@gmail.com]
>> Sent: Friday, August 12, 2016 9:02 AM
>> To: Christine Burns <christine@springlakevillage.org>
>> Subject: Fwd: An idea
>>
>> Hi Chris,
>> Did you mention at one point that there may be some funds to seek for
>> a sign for the rain garden?
>> Thanks,
>> Leslie
>> ----- Forwarded message -----
>> From: Mitch and Kelly Van Dyke
>> <mitchnkelly@hotmail.com<mailto:mitchnkelly@hotmail.com>>
>> Date: Thu, Aug 11, 2016 at 9:56 PM
>> Subject: An idea
>> To: Leslie Newman
>> <leslienewman@charter.net<mailto:leslienewman@charter.net>>
>>
>>
>> Leslie,
>>
>> I saw this sign when I was recently up north in the Suttons Bay Area.
>> A
>> potential idea for the garden....
>>
>>
>



DRAFT MINUTES

Monday, March 20, 2017
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

President **Hatton** called the meeting to order at 7:01 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Doss, Duer, Hatton, Miller, Powers, Tepastte, Van Strate.

Absent: None

4. Approval of the Agenda

Motion by **TePastte**, second from **Doss**, to approve the agenda as presented.

Yes: 7

No: 0

5. Consent Agenda

- A. Approved the payment of the bills (checks numbered 58550-58634) in the amount of \$185,386.19.
- B. Approved the minutes for the February 20, 2017 regular Council meeting.
- C. Approved the Spring Lake Heritage Festival's annual request for use of Village facilities.
- D. Approved budget amendments for Fiscal Year 2016/2017.
- E. Approved P cards through Chase Bank for 4 employees, designating Marvin Hinga and Christine Burns as the signatory on the agreement.
- F. Approved Resolution 2017 - 04, a resolution regarding water rates for non-Village residents.
- G. Approved the disbursement of GHACF funds to the Spring Lake Heritage

Festival for “Thursdays at the Point.”

- H. Approved a motion to deny a request for a \$500 contribution from the Lakeshore Housing Alliance.
- I. Approved the use of Mill Point Park by Little Lakers on May 8, 2017.
- J. Approved the use of Mill Point Park by the Historic Conservation Commission on June 3, 2017 for the Wooden Boat Show.
- K. Approved the use of Central Park by Spring Lake Public Schools on August 10th as part of their Shindig fund raiser.

Motion by **TePastte**, second from **Doss**, to approve the Consent Agenda.

Yes: 7 No: 0

6. General Business

A. Winsor McCay Memorial Park Capital Campaign

Subject: The Historic Conservation Commission, led by Mr. Mark Miller, was seeking permission to commence a capital campaign for the construction of a Winsor McCay Memorial Park on the site of the former township hall.

Council Member **Miller** explained that, after going through many stages, the Historic Commission was now ready to start a capital campaign for construction of a Winsor McCay Memorial Park and would like Council's approval for the Grand Haven Area Community Foundation to hold the funds as they are raised. **Miller** said that Winsor McCay, born in 1867, was one of the most famous people to come from Spring Lake and was considered the father of modern character animation. **Miller** said that McCay was discovered here by drawing art in the frost of the school windows and by drawing the ship *Alpena* that sank off the shores of Grand Haven on a chalk board that was so impressive they photographed it and made post cards out of it. **Miller** also explained that this property was significant to the project because Union School, where McCay attended as a child, had been located on this property and that the foundation was still buried there and if the foundation was in good enough shape they hoped to expose it and incorporate it into the park. **Miller** said that they felt crowd funding would be very lucrative because McCay was popular all over the world and that Walt Disney gave McCay credit for all that he had.

Motion **Miller**, second from **Van Strate**, to approve an agreement with the

Grand Haven Area Community Foundation to hold all funds raised during the capital campaign.

Yes: 7 No: 0

B. Flood Plain Request (Barrett Boat Works)

Subject: Mr. Jim Milanowski submitted a request for the Village to sign the LOMR-F application on behalf of his client, Mr. Chris Lisowicz. This request was forwarded to Moore & Bruggink for their review.

President **Hatton** introduced this item and asked Manager **Burns** to explain. **Burns** explained that Barrett's was working on an expansion and that part of the process required that they submit the LOMR-F to the State. **Burns** said that Moore & Bruggink's review showed that this was a housekeeping item and recommended the Village sign off on it.

Motion by **TePastte**, second from **Doss**, to approve the LOMR-F application, designating Village Manager Christine Burns as the signatory on the documents.

Yes: 7 No: 0

C. Charter Amendment Language

Subject: Attorneys Bob Sullivan and Johnny Pinjuv drafted Resolution 2017 - 05 for Council consideration of a Charter Amendment that addressed disincorporation.

Attorney **Sullivan** explained that the changes were based on the comments made at last week's Work Session when Council indicated that this was not something that they wanted to do and was not something they necessarily endorsed but that they wanted to allow voters the opportunity to consider it. **Sullivan** also explained that, in terms of the amendment itself, the change was made to require the 2/3 vote of both entities and was made consistent for both options A and B. President **Hatton** said that she had looked up the reason for super majority verses simple majority and that the 2/3 vote was usually when you feel people have not studied the issue for any length of time or if it was for something being rushed through. President **Hatton** asked to consider having a simple majority rather than a 2/3 vote and could they discuss this. **Sullivan** said there was no motion on the table.

Sullivan said he wanted to be on the record as saying that this timeline was going to be tight to get it on the August ballot because we must publish it and then hold it for 30 days before Council can actually vote to put it on the ballot and after the 30-day period, the ballot language goes to the

governor's office for approval and that was the unpredictable component here.

Hatton asked if she needed a motion to table the resolution for 30 days. **Sullivan** said no, they were adopting pursuant to the provisions of the Home Ruled Village Act, which required that process. **Powers** asked how the statute read? **Sullivan** read that if the amendment was proposed by the Village Council then the amendment must be published and tabled for at least 30 days before any action can be taken on it. **Hatton** asked if they could bring the language to the Governor's office during the 30 days. **Sullivan** said he did not think so because that would-be action and action was not allowed. **Hatton** asked what they should do about the next meeting because that came in less than 30 days. **Sullivan** said they could call a Special Meeting.

Van Strate said he still thought the Village was wasting time and energy and money to deal with this and until there was a groundswell of people that actually want to do this. He would rather not do it.

Motion by **TePastte**, second from **Duer**, to adopt Resolution 2017 - 05, a Resolution to allow a vote on a Charter Amendment providing for Village disincorporation.

Yes: 6

No: 1 (Van Strate)

7. Department Reports

- A. Village Manager – **Burns** reported that a community engagement meeting had been held regarding the right-of-way parking ordinance and that even with 248 invitations mailed to everyone without curb and gutter and advertising in numerous places, there was a dismal turnout. **Burns** said that they did, however, get feedback that was included for Council's review and that the ordinance amendment will be publicized for their consideration at the April meeting.
- B. Clerk/Treasurer/Finance Director
- C. OCSO
- D. Fire
- E. 911
- F. DPW
- G. Water
- H. Sewer
- I. Minutes of Various Boards & Committees
 - a. Historic Conservation Committee

8. **Old Business and Reports by the Village Council** – There was no Old Business to discuss.

9. New Business and Reports by Village Council – President **Hatton** mentioned that the Lubbers Cup was coming up April 8 & 9 hosted by the Spring Lake Yacht Club.

10. Status Report: Village Attorney – There were no additions from the Village Attorney.

11. Statement of Citizens – There were no statements of citizens.

12. Adjournment

Motion by **Van Strate**, second from **Powers**, Village Council adjourned the meeting at 7:39 p.m.

Yes: 7 No: 0

Joyce Verplank Hatton, Village President

Maryann Fonkert, Deputy Clerk



**Village of Spring Lake
Council Work Session Draft Minutes
March 13, 2017**

7:00 p.m.

**102 West Savidge Street (EOC - Downstairs Conference Room)
Spring Lake, MI 49456**

President **Hatton** called the meeting to order at 7:00 p.m.

1. Annual Heritage Festival Request (Steve VanBelkum) - Steve VanBelkum (President of the SLHF Committee) asked Council to consider the use of Central Park, Mill Point Park and Barber School for the Heritage Festival from June 12th thru June 17, 2017 and Mill Point Park for Music at the Point through the summer months. **Council** had no questions for Mr. VanBelkum.
2. Discussion with Disincorporation Work Group (DWG) - Tony Verplank was present to answer any questions that Council might have. Mr. Verplank said that it came down to “choice” and explained that taxes could be reduced by maybe a few hundred dollars with disincorporation, but at what cost? President **Hatton** shared a spread sheet of Village operating costs that she felt could be saved by disincorporation. **Council** discussed added administrative costs for the Township to take on the Village and how unfunded pensions would be paid. **Council** also discussed the process of liquidating assets and what would happen to properties that had been gifted to the Village and Village liabilities.
3. Ballot Language for Charter Amendment - Attorney **Sullivan** and Attorney **Pinjuv** explained the 2 options for the Charter Amendment language and answered questions from **Council**.
4. North Bank Trail – Crockery Township (Marv Hinga) - **Hinga** explained the request from Crockery Township to sponsor their Transportation Alternatives Program (TAP) grant through MDOT and, also to seek on their behalf, a State Infrastructure Loan for the North Bank Trail. **Hinga** explained that Crockery Township could not request any of these on their own because they were not a recipient of Act 51 funds, they were not an MDOT entity. **Hinga** said their choice was to go with Ottawa County Road Commission, which had already said no to the State Infrastructure Bank (SIB) loan. **Burns** discussed her concerns that the agreement did not have provisions to protect the Village if Hinga was no longer the Finance Director. **Hatton** asked what would happen if the Village disincorporated? **Burns**

asked Attorney Sullivan to include draft language to protect the Village in the event of these issues.

5. Budget Discussion (Marv Hinga & Chris Burns) – **Hatton** asked to table the Budget Discussion to a later date. **Doss** said she was there to work so she would like to continue. **Burns** said she and Marv were looking for direction so they could start plugging in the numbers for the new budget. **Doss** requested that Council create a savings account for large park maintenance projects. **VanStrate** said he would also like money budgeted for parks maintenance. **Council** agreed they would like money budgeted for park maintenance. **Burns** and **Hinga** reviewed Council's priority list of goals from their budget meeting for more direction.
6. Budget Amendments (Marv Hinga) – **Hinga** explained the Budget Amendments. There were no questions from Council.
7. Purchasing Card (Marv Hinga) – **Hinga** explained that this would be a Master Card that would be accepted everywhere so that a check would not always have to be issued or cut ahead of time and for online or other possible credit card purchases. **Hinga** explained that he and Chris would have the ability to set and change credit limits depending on who and for what the card was being used. **Powers** asked who would be card holders? **Burns** recommended Marv Hinga, John Stuparits, Ben VanHoeven and herself as card holders.
8. Water Rates for customer located outside the Village – **Hinga** explained that when the revised water rates were adopted they did not take into account that there were 6 customers that live outside the Village limits but were water customers of the Village. **Hinga** said that if Council agreed, they would prepare something that said yes, they keep the differential of a 50% higher rate for those 6 customers that are located outside the Village limits. **Hatton** asked why there was a difference in rates. **Hinga** explained this difference was because those customers outside the Village do not pay to help maintain the system. **Council** agreed the 50% differential should be kept.
9. Annual Business Recognition – **Council** discussed their choice for this award suggesting Tri City Auto, Wok and Roll and The Front Porch. **Council** agreed on Kelly Larson from the Front Porch.
10. Short Term Rental Ordinance – **Burns** explained that the City of Grand Haven, Ferrysburg and Spring Lake Township were working on or had already adopted an ordinance for short term rentals and what this might mean for the Village in the

future. **Burns** asked Council what their thoughts were on this issue as other communities ban them. **Council** agreed that they would like to consider this issue. **Burns** said she would have Attorney **Sullivan** look into the ordinances of other communities.

11. Summer Concert Series Endowment Fund – **Burns** explained that this was an annual housekeeping item that each year Council needed to give permission for.

12. Lakeshore Housing Alliance Request – **Burns** said that her recommendation would be to deny this request due to budgetary constraints. **Council** agreed.

13. Park Usage Requests – **Burns** explained that these were also housekeeping items. **Miller** gave a brief rundown of the events for the 14th annual Wooden Boat Show on June 3rd.

14. Street Abandonment Request – **Burns** explained that there was a request by Mr. Mike Kamps for the Village to abandon a strip of property that surrounded parcels that he owned at the end of Meridian St. Mr. Kamps explained that there were 4 streets on the map that didn't actually exist so he was asking that the Village abandon those street right of ways. **Burns** shared that, if Council approved this request, all legal costs would be paid by Mr. Kamps and that the contiguous neighbors would be notified. **Council** agreed that they did not have a problem with this request but that the neighbors would need to be contacted first.

15. Communications - There were no questions for discussion at this time.

16. Minutes

17. Public Comment – There was no Public Comment.

18. Adjournment – The meeting adjourned at 9:47 p.m.