

PENN TOWNSHIP
Regular Meeting Minutes
August 13, 2026

Board Members Present: Supervisor Oli Olafsson, Clerk Rhonda Barnett, Treasurer Rachele Bogue, Trustee Roger Leach, and Trustee Scott Peters

Board Member Absent:

I. Call to Order

The regularly scheduled meeting of the Penn Township Board of Trustees was called to order by Supervisor Olafsson at 6:36 pm at the Cassopolis VFW, 131 S. Broadway, Cassopolis, MI 49031.

Trustee Leach opened with prayer and led the Pledge of Allegiance.

II. Welcome and Introductions

III. Establishment of Agenda

A motion was made by Supervisor Olafsson and seconded by Treasurer Bogue to amend the agenda to add an item under the Action Items for a Conditional Use Permit for the Vocational Technical High School.

The motion carried unanimously.

A motion was made by Supervisor Olafsson and seconded by Treasurer Bogue to approve the amended agenda.

The motion carried unanimously.

IV. Consent Agenda

Board Minutes ~~7/13/2026~~ 7/14/2026

Treasurer's Report ~~8/13/2026~~ 8/10/2026

A motion was made by Supervisor Olafsson and seconded by Treasurer Bogue to amend the Board Minutes to read 7/14/2026 and the Treasurer's Report to match the date on the report to read 8/10/2026.

The motion carried unanimously.

A motion was made by Trustee Leach and seconded by Supervisor Olafsson to approve the amended Board Meeting Minutes from July 14th, 2026 and Treasurer's Report dated 8/10/2026.

Roll Call Vote: Leach: yes, Olafsson: yes, Bogue: yes, Peters: yes, Barnett: yes

The motion carried unanimously.

V. Public Comment

Public Comments were received.

VI. Board Comments

Trustee Peters thanked the public for being involved with the Data Center Moratorium. He also brought up that the township is paying two people to do one person's job. Clerk Barnett has been on the board for 20 months and there is a non-board member paying the bills since then. He requested that be changed.

Treasurer Bogue reported the previous Treasurer Paul Rutherford will become her deputy to help her learn her new position. Regarding Lisa, she is a CPA and we are very fortunate to have her since she does our checks and keeps us balanced.

VII. Supervisor Comments

- A. Supervisor Olafsson reported that Stephenson Land Survey has nothing to do with the data center, we only hired them to survey the four-acres we acquired for the fire station.
- B. Supervisor Olafsson reported that the Township retained Attorney Ronald Reddick, from Mika Meyers firm in Grand Rapids regarding how to protect the township from hyperscale types of development. The plan is to have a meeting for both the Planning Board and public to ask questions to the attorney.

VIII. Action Items

- A. **Approve the Conditional Use Permit for the Vocational Technical High School to be built on the MEC property across from the Council on Aging**

A motion was made by Supervisor Olafsson and seconded by Treasurer Bogue to approve the Conditional Use Permit for the Vocational Technical High School to be built on the MEC property across from the Council on Aging.

The motion carried unanimously.

- B. **Seek quotes for Fire Station Draft Plans**

A motion was made by Supervisor Olafsson and supported by Trustee Peters to seek quotes for Fire Station Draft Plans.

The motion carried unanimously.

- C. **Review Engagement Letter from Mika Meyers regarding Data Center Moratorium**

Supervisor Olafsson gave a brief synopsis of the attorney letter. There was no motion, support nor vote from the board. (see attached)

- D. **Approve Resolution 2026-02; Authorize Changes to Township Bank Signatories**

A motion was made by Supervisor Olafsson and supported by Trustee Leach to approve Resolution 2026-02; Authorize Changes to Township Bank Signatories. (see attached)

Vote: All members were in favor.

The motion carried unanimously.

- E. **Approve Resolution 2026-03; Donnell Lake Special Assessment District 2027-2031**

A motion was made by Trustee Leach and supported by Treasurer Bogue to approve Resolution 2026-03; Donnell Lake Special Assessment District 2027-2031. (see attached)

Vote: All members voted in favor.

The motion carried unanimously.

F. Approve Resolution 2026-04; Michigan DNR Implementation of Diamond Lake Goose Control 2027-2031

A motion was made by Supervisor Olafsson and seconded by Trustee Peters to approve Resolution 2026-04; Michigan DNR Implementation of Diamond Lake Goose Control 2027-2031. (see attached)

Vote: All members voted in favor.

The motion carried unanimously.

G. Approve Domestic and Sexual Abuse Services Contract

A motion was made by Treasurer Bogue and supported by Supervisory Olafsson to approve Domestic and Sexual Abuse Services contract. (see attached)

Vote: All members voted in favor.

The motion carried unanimously.

H. Approve Penn Township Assessor's Contract

A motion was made by Supervisor Olafsson and supported by Treasurer Bogue to approve Penn Township Assessor's contract. (see attached)

Vote: All members voted in favor.

The motion carried unanimously.

I. Approve ~~Commercial Facilities Exemption (CFE)~~ Commercial Rehabilitation Exemption (CRE) application for Diamond Lake Yacht Club

A motion was made by Supervisory Olafsson and seconded by Treasurer Bogue to amend the agenda to reflect the change to approve Commercial Rehabilitation Exemption (CRE) application for Diamond Lake Yacht Club.

The motion carried unanimously.

A motion was made Supervisor Olafsson and seconded by Treasure Bogue to approve the Commercial Rehabilitation Exemption (CRE) application for Diamond Lake Yacht Club. (see attached)

The motion carried unanimously.

Other Business

There will be a public meeting notice published on Saturday, August 22, 2026 to set a meeting date for the Public Hearing regarding the CRE from Diamond Lake Yacht Club. The Supervisor is aiming for after September 2, 2026.

A motion was made by Trustee Leach and seconded by Supervisor Olafsson to have a Special Township Board Meeting Public Hearing for the CRE from Diamond Lake Yacht Club.

The motion carried unanimously.

IX. Informational Items

A. CLERK REPORT

Clerk Barnett reported that elections went well for the Primary in August and we will start the process again for the November General Election. Clerk Barnett also introduced her new Deputy Clerk Angie Rogers, who just moved into the area and was the Deputy Clerk for the Charter Township of Ypsilanti.

B. FIRE DEPARTMENT REPORT

Chief Bogue reported that the department responded to 25 runs in July. We had two runs on power lines and six power lines across roadways. Responded to a tree across the roadway which was cleared. Two CO alarms. We assisted Newberg Fire Department on a structure and we had two fire alarms. Today we're at 127 runs compared to this time last year was 132 runs.

C. CAUA REPORT

No Report

D. AMBULANCE REPORT

No Report

E. ASSESSOR REPORT

They are in the middle of the appraisal and sales studies, currently working with Cass County.

F. ZONING REPORT

Trustee Leach reported that there was zoning approval granted for a 40x60 pole barn on Dutch Settlement, Electrical work in Shore Acres and still reviewing the zoning application for the Diamond Lake Yacht Club.

G. PARKS DEPARTMENT REPORT

Treasurer Bogue read a report for the Parks Department. Back by popular demand, the second Major League Pickleball (MLP) league of the season is currently underway. They have several upcoming events.

X. Payment of the Bills

Clerk Barnett presented the monthly bills to be paid. Total bills paid \$106,926.08 with check numbers 24552-24604.

A motion was made by Treasurer Bogue and seconded by Supervisor Olafsson to pay the bills totaling \$106,926.08 with check numbers 24552-24604.

Vote: All members voted in favor.

The motion carried unanimously.

XI. Adjournment

A motion to adjourn was made by Supervisor Olafsson and supported by Treasurer Bogue.

The motion carried unanimously.

The meeting at 8:45 p.m.

Respectfully submitted,

Rhonda Barnett, Penn Township Clerk

Date

Oli Olafsson, Penn Township Supervisor

Date

APPROVED



900 MONROE AVE NW
GRAND RAPIDS, MI 49503

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MIKAMEYERS.COM

Richard M. Wilson, Jr.
Scott E. Dwyer
Elizabeth K. Bransdorfer
Ross A. Leisman
Neil P. Jansen
Mark E. Nettleton³
Nathaniel R. Wolf
Jennifer A. Puplava
Benjamin A. Zainea
Ronald M. Redick

Kimberly M. Large¹
Nikole L. Canute⁵
Daniel J. Broxup²
Joshua D. Beard
Bradley A. Fowler
Timothy J. Figura⁶
Jeffrey M. Black
Curtis L. Underwood
Dominic T. Clolinger
Kathryn Z. Stegink

Tyler M. LeMieux⁸
Carly F. Cruickshank
Jonathan D. Tromp
Yue Li⁴
Benjamin E. Anema
Mitchell W. Lys

Of Counsel
James R. Brown

John M. DeVries
Michael C. Haines
James K. White
Fredric N. Goldberg
John H. Gretzinger
Douglas A. Donnell
William A. Horn⁷
Mark A. Van Allsburg
Daniel R. Kubiak
George V. Saylor, III

Also Admitted in

¹ Delaware

² Florida

³ Illinois

⁴ Iowa

⁵ New York

⁶ Pennsylvania

⁷ Wisconsin

August 5, 2026

Mr. Oli Olafsson, Supervisor
Penn Township
P.O. Box 69
Vandalia, MI 49095
oliolafsson@live.com

Re: Engagement Agreement

Dear Supervisor Olafsson:

This letter will confirm our agreement that Penn Township has retained Mika Meyers PLC to provide legal services in connection with Township zoning matters, including, in particular, regulations for data centers and a moratorium on data centers. The following are the general terms upon which we will represent the Township.

General Terms

Our fees are primarily determined by the time expended by us and the hourly rate of the individuals performing the services. The rate for members of the firm will be \$350 per hour. Mika Meyers may also utilize the services of associate attorneys with six or less years of experience if most efficient for the Township. The rate for associate attorneys will be \$270 per hour, depending on the associate's level of experience. The firm also uses paralegals for services that need not be performed by lawyers. Paralegal services will be billed at \$205 per hour. We review and adjust our rates from time-to-time to reflect inflation and cost increases affecting our practice, and the adjusted rates will apply to all services performed thereafter.

In addition to professional fees, we charge for expenses incurred on behalf of the clients, such as mileage, postage, filing fees, etc. We do not charge for clerical services, word processing and similar support activities, which are part of the costs of the legal services we provide. My legal assistant is Marcy Link. If you would like copies of documents or have routine questions, she may be able to answer them without charge.

Mr. Oli Olafsson, Supervisor
August 5, 2026
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We will submit to you monthly statements for fees and expenses describing with particularity the nature of our activities and any costs incurred. We believe it is important that you are satisfied with our services. If you have any questions about a bill, the services provided, or any aspect of our representation, please contact me. You agree to review each such bill promptly and bring any questions or concerns to our attention within thirty (30) days, after which time all bills shall be deemed accurate, fair, and reasonable. You agree to pay each monthly statement within 30 days of its date. We ask that you add accounting@mikameyers.com to your email contact list. By doing this, you will avoid having emails from our Accounting Department end up in your filter. Electronic invoices and balance reminders will be sent from accounting@mikameyers.com.

If you do not pay a monthly statement in full by its due date, the outstanding balance will accrue interest at the rate of 7% per annum. You agree to grant us to the extent permitted by law and our ethical obligations an attorney's lien, including general, charging, and retaining liens, on all documents, money, and other property of yours that comes into our possession or that is created by us in the course of this representation, until all fees and costs due and owing us have been paid.

You have the option of paying some or all of your statements by check, Discover, MasterCard, American Express or Visa. If you want to pay by credit card, there will be a 2% transaction fee added to payments made by credit card. You can avoid these fees and still pay electronically by selecting the ACH payment option that is available through our website (www.mikameyers.com).

In providing legal services, we may use technology-assisted tools, including artificial intelligence ("AI") to assist with research, document review, drafting, analysis, and administrative tasks. All legal services, advice, and work product remain subject to the review and professional judgment of our attorneys, who remain responsible for the representation. We take measures to protect confidential information consistent with our professional obligations. By engaging us, you consent to our use of such technology in connection with our representation of you.

You may terminate our representation at any time, with or without a cause, upon written notice to us and subject to your continued liability for payment of legal services provided and costs incurred by our attorneys. We reserve the right to terminate the representation, including petitioning any court for an order allowing us to withdraw from this representation, if you do not pay invoices on a timely basis or you otherwise fail to fulfill your obligations to us.

Once our engagement ends, we will return the file materials you provided to us. Any materials left with us after the engagement ends may be retained or destroyed, at our discretion. We reserve the right to make certain copies of all documents generated or received by us in the course of our representation. When you request documents from us, copies that we generate will be made at your expense.

Mr. Oli Olafsson, Supervisor
August 5, 2026
Page 3

We are pleased to have this opportunity to work with Penn Township. Please sign, date, and return a copy of this letter, indicating the Township's approval of the terms and conditions outlined in this letter. Thank you.

Yours very truly,



Ronald M. Redick

Direct Dial/Fax: (616) 632-8053
E-Mail: rredick@mikameyers.com

Agreed, accepted and acknowledged:

PENN TOWNSHIP

Dated: _____, 2026

By: _____
Oli Olafsson
Its: Supervisor

Dated: _____, 2026

By: _____
Rhonda Barnett
Its: Clerk

PENN TOWNSHIP

RESOLUTION 2026-02

RESOLUTION TO AUTHORIZE CHANGES TO TOWNSHIP BANK SIGNATORIES

WHEREAS, the Penn Township Board of Cass County, Michigan, maintains official depository accounts with Circle Federal Credit Union; and

WHEREAS, it is necessary to update the authorized signatures on said accounts due to the appointment of a new Township Treasurer;

NOW, THEREFORE, BE IT RESOLVED, that **Rachele Bogue, Penn Township Treasurer**, is hereby authorized as a signatory on all bank accounts held by Penn Township at Circle Federal Credit Union.

BE IT FURTHER RESOLVED, that Circle Federal Credit Union is authorized to rely upon this resolution until written notice of revocation is delivered to the financial institution by the Township.

I, Rhonda Barnett, the duly elected and acting Clerk of Penn Township, County of Cass, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution 2026-02, adopted by the Penn Township Board of Trustees assembled at a Regular Meeting held on August 13, 2026.

Rhonda Barnett
Penn Township Clerk

PENN TOWNSHIP

RESOLUTION 2026-03

RESOLUTION CONFIRMING DONNELL LAKE SPECIAL ASSESSMENT ROLL AND DIRECTING COLLECTION OF ASSESSMENTS

WHEREAS, the Penn Township Board, after due and legal notice, has conducted a public hearing upon a proposed assessment roll prepared by the supervisor and assessing officer of the Township for the purpose of defraying the cost of a project consisting of aquatic plant control, lake management consulting, and administration and contingency within the Donnell Lake Special Assessment District; and

WHEREAS, such public hearing was preceded by proper notice in the Dowagiac Daily News, a newspaper of general circulation in the Township, and by first class mail notice to each property owner of record within said district and upon said assessment roll; and

WHEREAS, comments were received from those present at such public hearing concerning said assessment roll and opportunity was given to all present to be heard in the matter; and

WHEREAS, a record of those present to protest, and of written protests submitted at or before the public hearing was made a part of the minutes of the hearing; and

WHEREAS, the Township Board has duly inspected the proposed assessment roll and considered all comments and proposed amendments thereto and has found the proposed assessment roll, as amended, to be correct, just, and reasonable;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The assessment roll submitted by the supervisor and assessing officer of the Township, as amended herein, shall hereafter be designated as Donnell Lake 2027-2031 and shall hereby be confirmed as the assessment roll for Special Assessment District 2027-2031.
2. The assessments in said Penn Township Special Assessment Roll in the amount of \$96,600 shall be divided into five equal annual installments of \$19,320 with the first installment to be due on or before December 1, 2026, and payable without penalty through February 14, 2027. Subsequent installments of \$19,320 shall be due on or before December 1 of each year thereafter and are payable without penalty through February 14 of each year thereafter.
3. If an installment of a special assessment is not paid when due, then the installment shall be considered delinquent and there shall be collected a penalty at the rate of not more than 1% for each month, or fraction of a month, that the installment remains unpaid before being reported to the township board for reassessment upon the township tax roll.
4. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said treasurer with his/her warrant attached, commanding the treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Act 188.
5. All Resolutions and parts of Resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

I, Rhonda Barnett, the duly elected and acting Clerk of Penn Township, County of Cass, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution 2026-03, adopted by the Penn Township Board of Trustees assembled at a Regular Meeting held on August 13, 2026.

Rhonda Barnett
Penn Township Clerk

Penn Township, Cass County, Michigan
Notice of Public Hearing on the Special Assessment Roll for
Donnell Lake Special Assessment District 2027-2031

TO: THE RESIDENTS AND PROPERTY OWNERS OF PENN TOWNSHIP, CASS COUNTY, MICHIGAN,
THE OWNERS OF LAND WITHIN THE DONNELL LAKE SPECIAL ASSESSMENT DISTRICT 2027-2031,
AND ANY OTHER INTERESTED PERSONS:

PLEASE TAKE NOTICE that an assessment roll has been prepared for the purpose of assessing the cost of a five-year improvement project on Donnell Lake consisting of aquatic plant control, lake management consulting, and administration and contingency. The project would begin in 2027 and continue through 2031 and have an annual cost of \$19,320. Approximate annual assessments within the Donnell Lake Special Assessment District 2027-2031 are \$60 for lakefront and \$30 for back lot properties.

PLEASE TAKE FURTHER NOTICE that the Township Board will meet at the Penn Township Hall, 60717 S. Main Street, Vandalia, Michigan on Monday, August 10, 2026 at 6:30 pm for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the Office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may be further examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

A record owner, or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment, or may file his or her appearance or protest by letter and his or her personal appearance shall not be required. The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

Rhonda Barnett, Township Clerk

Penn Township, 60717 S. Main Street, Vandalia, MI 49095

EXHIBIT A

The budget for the proposed Donnell Lake improvement project is shown below:

Proposed Improvement Project

2027 Through 2031

<u>Improvement</u>	<u>Annual Cost</u>
Aquatic Plant Control	\$9,320
Lake Management Consulting	\$9,000
Administration and Contingency	\$1,000
Total Annual Cost	\$19,320

The Special Assessment District for Donnell Lake includes lakefront parcels would be assessed one unit of benefit and back lot parcels would be assessed % unit. Contiguous lots in common ownership would be assessed as one parcel provided only one house exists on the parcel.

It is proposed that the \$19,320 annual cost of the project be assessed for a five-year period (2027 to 2031). Approximate assessments based on this approach are shown below:

Donnell Lake Improvement Project Approximate Annual Assessments

	Assessment Units	2027-2031 Annual Assessment
Lakefront	1	\$60
Back Lot	0.5	\$30

PENN TOWNSHIP

RESOLUTION 2026-04

RESOLUTION REQUESTING THE ASSISTANCE OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES IN THE IMPLEMENTATION OF THE CANADA GOOSE NEST DESTRUCTION PROGRAM AND/OR ROUNDUP/REMOVAL PROGRAM

WHEREAS, The Township Board of Trustees of Penn Township has received complaints of overpopulation of Canada geese inhabiting the grounds and shoreline of Diamond Lake and surrounding areas within the Township.

WHEREAS, The Township Board of Trustees has determined that the DNR Canada Goose Nest Destruction Program and/or Roundup/Removal Program are effective program(s) for the control of site-specific problems for our residents.

WHEREAS, The residents clearly understand that any birds removed and relocated during this program may be disposed of by euthanasia; and

WHEREAS, The residents, lake associations, businesses, subdivisions, condo associations etc., must apply for a DNR Permit for these program(s), on an annual basis, and must ensure that all lakefront residents, tenants, and employees of this site have been informed that this program is taking place at their lake/site, and understand if their site is located within more than one government unit, they are responsible to receive resolutions from each township/city/village, and are responsible for adhering to the requirements under their permit.

NOW, THEREFORE LET IS BE RESOLVED That the Township Board of Trustees of Penn Township hereby formally requests the assistance of the Michigan DNR on behalf of the requests made in Penn Township by any/all subdivision/condominium associations or lake associations, including the Diamond Lake Association, as long as they abide by the DNR permit requirements, in the implementation of the Canada Goose Nest Destruction Program and/or Roundup/Removal Program, for a 5-year period from 2027 through 2031 and additionally, to advise the Department that there shall be no cost to Penn Township for these programs.

I, Rhonda Barnett, the duly elected and acting Clerk of Penn Township, County of Cass, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution 2026-04, adopted by the Penn Township Board of Trustees assembles at a Regular Meeting held on August 13, 2026.

Rhonda Barnett
Penn Township Clerk



Penn Township
61273 Alexander Dr
Vandalia, MI 49095

June 26, 2026

Dear Penn Township Council,

I am writing to request your agreement to enter into a contract with Domestic And Sexual Abuse Services (DASAS) to help fund our emergency services, outreach and advocacy for survivors of domestic violence and sexual assault and their children. We hope you will consider supporting our work with a contract for services based on a nominal contribution of \$0.25 per resident. DASAS is a lifeline for survivors in danger and is the only domestic violence shelter in Cass, St. Joseph, and Van Buren Counties.

At DASAS we help 150 to 200 survivors annually and those overnight stays equal 2000 nights of service in the shelter. Non-residential services account for nearly 500 clients and our crisis line receives over 700 calls per year.

Your contribution is used to fund DASAS's life-saving, life-changing shelter and services. By giving where it's needed most, contributions provide the maximum of financial flexibility. Sometimes the most critical needs are the most basic: food for residents, cleaning supplies, and staff who deliver services or raise awareness in the community.

Our promise to you is that your contribution will be carefully managed and stay local, helping domestic violence victims and their children.

The value of a contract based on your population of 1,437 would be \$359.25. Our board encourages you to approve a contract with DASAS for the fiscal year 2026-2027 for this amount, or any amount you consider to be appropriate for the value of our services to your community. A decision not to participate in this request will in no way affect our willingness to provide services to your citizens.

Please remember that DASAS is a locally-based program addressing one of the biggest social problems in the community when you consider our request. Our Co Executive Director, McKenna Huffstutter, would be happy to answer questions or schedule a presentation to your board. Please contact her at 269-273-6977 or dasasinfo@dasasmi.org. Thank you for your consideration.

Warm regards,

Sean Peterson

DASAS Board President

AGREEMENT TO PROVIDE SERVICES

This agreement to provide services ("Agreement") is entered into on July 1, 2026,
between The Penn Township ("Governmental Agency") and
Domestic and Sexual Abuse Services, P.O. Box 402, Three Rivers, MI 49093 ("DASAS").

Recitals:

The parties acknowledge that the following recitals are accurate and incorporate them as integral provisions of this agreement.

A. DASAS is a nonprofit organization that provides emergency services for victims of domestic violence and sexual assault (and their children). These include emergency housing, crisis intervention, 24-hour telephone support, support groups in the community, prevention programming in the schools, victim outreach, and legal advocacy.

B. Governmental Agency desires to support the funding of DASAS's services.

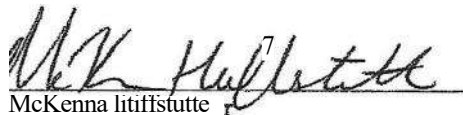
Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

- I. General Terms: DASAS agrees to provide the services provided in paragraph A of the Recitals section of this Agreement to the residents of the Penn Township Governmental agency agrees to contribute DASAS \$0.25 per resident, based on a population of 1,437 representing a total allocation would be \$359,25.
2. Term of Agreement: The term of this Agreement shall commence on July 1, 2026.
3. Third Parties: This Agreement is entered into for the benefit of the listed parties, and the general public. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. This contract is entered into freely by the listed parties and DASAS will continue to provide services at no cost to clients, regardless of whether the governmental agency enters into this contract. A client is defined as anyone receiving services from DASAS.
4. Entire Agreement: This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements.
5. Modification: Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.
6. Severability: If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force effect as if the illegal or unenforceable parts were deleted.
7. Governing Law: This Agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.
8. Good Faith Cooperation: The parties shall in good faith undertake all steps reasonably necessary to facilitate the transaction contemplated in this Agreement and to execute such documents reasonably necessary and customary to carry out the transaction.
9. Attorney fees: If any legal proceeding is brought under this Agreement by either party, the prevailing party shall be entitled to recover from the other party all costs in the subsequent litigation, including reasonable attorney fees.

The parties have executed this Agreement on the date and year first written above.



Stef Peterson
DASAS Board President



McKenna Hultstute
DASAS Co Executive Director

Oli Olafsson
Penn Township Supervisor

Rhonda Barnett
Penn Township Clerk



AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT (“Agreement”), made and entered into this 13th day of July, 2026, by and between the **PENN TOWNSHIP**, 60717 Main St., Vandalia Michigan 49095, hereinafter referred to as “**TOWNSHIP**,” and Pond House Assessing Services LLC, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, it is the intent of the Township to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity on behalf of the Township; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance by Appointed Assessor:

By approving this Agreement, the Township Board is appointing Don M. Jollay MCAO as the Township Assessor. It is the parties’ intent that Mr. Jollay be employed solely by Contractor. Contractor’s obligations under this Agreement shall be performed by Don M. Jollay and other Contractor staff unless otherwise provided in this Agreement or unless consented to in writing by the Township Supervisor. Contractor shall ensure that Mr. Jollay has and maintains assessor certification at at least the level of a Michigan Certified Assessing Officer during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, all requirements made effective or promulgated under Michigan Public Act 415 of 1994. In the event material changes in the laws,

statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the Contractor, then the Contractor and Township shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall not be required to maintain regular hours at the Penn Township Municipal Building:

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system to eliminate adversarial situations and establish positive public relations. The Township wants to ensure that members of the public and Township staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, the Contractor agrees to meet with or contact residents and Township staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties. To assist with this requirement, the Township shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.7 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

A. Approve or deny homestead and agricultural exemptions;

- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion of the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the Township Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the Township and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor will prepare a report annually summarizing the entire year that shall advise the Township of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement if requested. The Township shall have the right at any time to require the Contractor to make available to the Township, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to Township by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the Township chooses to hold additional meetings, the Contractor may choose to have a certified staff member in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the Township's resolutions, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

The Contractor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Contractor is unable to attend these two sessions, however, the Contractor must

supply the Township Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Cass County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The Township shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the Township in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the Township obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the Township and agreed upon on a case-by-case basis. The Township may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Contractor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. Township hereby authorizes Contractor, subject to approval by the Township Supervisor, to settle where Contractor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to Township information, documents, analysis and advice as may be required in the determination of the Contractor or the Township to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the Township or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the Township for such further assistance as is required by the Township in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf of the Township in any proceedings. Mileage expenses for out-of-Township travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert

testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Contractor should keep the Township Supervisor informed of appeals and provide the Township Supervisor with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

This contract shall include annual inspection of 20% of the properties in each class. Should the Township desire all properties to be re-inspected in less than a 5 year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the Township. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Cass County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the Township when requested by the Township Supervisor by attending any annual Cass County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist the Township Zoning Administrator in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation. The Township shall provide all necessary field equipment to perform the services and meet the requirements of this Agreement. This equipment shall include but is not limited to an iPad and protective case and iPen. Pivot Point Software shall be provided and installed on the iPad and maintained by the Township.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the Township, that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all purposes, be considered employees of the Contractor and not employees of the Township. The Contractor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Contractor shall indemnify the Township and hold the Township harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, LDFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2026, at the Township Supervisor's request, and each year thereafter, the Contractor shall prepare written recommendations and conclusions regarding the current state of the Township's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the Township Supervisor for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the Township offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the Township for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be born by the Contractor.

1.23 Optional Services:

The Contractor is responsible for determination and preparation of special assessment rolls for Township projects such as sewer, street, sidewalk, drain, etc. The Contractor shall report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement. The Contractor will coordinate with the Zoning Administrator for assigning street addresses.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on July 13, 2026. This Contract shall be effective July 13, 2026, and shall continue through June 30, 2031. Upon expiration of the initial term, this Contract shall automatically renew for successive one (1) year terms commencing each July 1 and ending the following June 30, unless either party provides written notice of non-renewal at least ninety (90) days before the expiration of the then-current term.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the Township copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the Township. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, Township may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the Township without leaving the Township an adequate remedy at law, thereby entitling the Township to an immediate judgment in its favor in this regard. Township shall be entitled to damages from Contractor for any information, materials or documents which are turned over to Township in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the Township desires to have the Contractor continue on an annual basis, the fee will be that which existed for the final month of the previous term plus the rate of inflation (consumer price index), being June 30, 2031.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the Township agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period July 13, 2026 through June 30, 2028, the sum of \$43,000 per year at a rate of \$3,583 per month.

For each year thereafter the compensation will be increased by the Consumer Price Index (CPI) as set forth by the STC for the applicable year rounded to the nearest hundred. In the event the CPI is less than 1.0000 the compensation will remain the same as the prior year. This will ensure contract cost are not increasing at a rate greater than what the Township will see in property tax revenue increases.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, Township shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: TOWNSHIP RESPONSIBILITIES

4.1 Basic Data:

The Township shall provide access to Contractor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the Township may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The Township shall provide the Contractor with appropriate tax parcel maps, office space and furniture, telephone, personal computer, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access to the Township's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules and Microsoft Office applications. The Township's Internet website will also have available on-line to the Contractor and the public the property record cards, digital photographs and tax payment information. The Contractor shall not use any other software within the Township's network or download or upload any software to

the Township's network, except with the Township's prior written approval. The Contractor shall be liable for any adverse consequence upon the Township's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the Township. Further, Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the Township's computer network.

The Contractor agrees that Township equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The Township shall supply computer hardware, software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The Township will maintain the hardware, software and peripheral equipment through a regular maintenance program. The Township will back up the system daily with alternate tapes or disks. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the Township's expense.

4.4 Map Maintenance/Tax Roll Printing:

The Contractor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Contractor shall be provided digital parcel maps. The Contractor shall utilize such maps to develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The Township shall provide the Contractor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.6 Legal Counsel:

The Township shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the Township desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the Township may request and the Contractor shall provide such services as are desired by the Township, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the Township to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the Township assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between Township and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall always be deemed in a relationship of independent contractor to the Township.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the Township from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the Township harmless and defend and indemnify the Township from any claims for bodily injury, death or property damage that may arise due to its acts or negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the Township's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the Township or as set by the Township.

A Certificate of Insurance incorporating such requirements and naming the Township (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the Township Clerk. Any such insurance policy shall provide that the Township will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the Township.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the Township's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the Township. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacitate the Township in any form, whether elective or imposed, should cause

the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the Township, at its expense, a certified Level II Contractor to perform any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence or incapacitate the Township. The Township reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days).

6.4 Professional Standards:

The Contractor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the Township with the Township having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All the foregoing shall be forwarded to the Township at its request and may be used by the Township as it sees fit. The Township agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the Township does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the Township and will not be used for any other purpose by Contractor without written consent of the Township. Any information relating to the services shall not be released without the written permission of the Township. The Contractor shall act and preserve the confidentiality of all Township documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the Township Supervisor for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed, and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Cass and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the Penn Township Board and Assessing Solutions Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Township Board and said Contractor.

6.11 Covenant Not To Discriminate:

Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Penn Township:

By: _____
Oli Olaffson, Township Supervisor

By: _____
Rhonda Barnett, Township Clerk

Pond House Assessing Services LLC:

By: _____
Angie Steinman, Owner