

PROPOSED

**Minutes of a Regular Meeting
Pittsfield Charter Township Board of Trustees, September 22, 2021
E.A. Jackson Morris Hall, The Robert A. Lillie Service Center
6201 W. Michigan Avenue, Ann Arbor, Michigan 48108**

Members Present: Grewal, Anzaldi, Scribner, Edwards-Brown, Jaffer, Krone, Urda-Thompson
Members Absent: None
Others Present: Deputy Clerk Jill Mitchell, Director Matt Harshberger, Director Barb McDermott, Director Tracy Watkins, Director Billy Weirich, Director Jessica West, Township Attorney James Fink, Jonathan Mazza, Mark Pascoe, George Ralph, Christina Lirones, Denise Ralph, Pat Lennington, Ralph Powell, Kent Felgner, Carol Christensen, Kathleen Reff, Timothy Dayney, Kelly Desmond, Brian Renaud, David Papp, Deborah Nystrom, Drew Saunders, Erin Perry, Gary Nystrom, Joe Rusnak, Tim Doyle, VBT Public Services Representative, Jada Weatherspoon, Sharon Sweeney

1. Call Meeting to Order

Supervisor Grewal called the meeting to order at 6:30 p.m. A quorum was present.

2. Pledge of Allegiance

Led by Supervisor Grewal.

3. Roll Call

Members Present: Grewal (meeting remotely at Pittsfield Township)
Anzaldi (meeting remotely at Pittsfield Township)
Scribner (meeting remotely at Pittsfield Township)
Edwards-Brown (meeting remotely at Pittsfield Township)
Jaffer (meeting remotely at Pittsfield Township)
Krone (meeting remotely at Pittsfield Township)
Urda-Thompson (meeting remotely at Pittsfield Township)
Members Absent: None

3.1 Approval of the Agenda

Moved by Trustee Krone, supported by Clerk Anzaldi, to approve the agenda.

MOTION CARRIED

4. Public Comment I

Christina Lirones, 151 E. Textile Road, expressed appreciation to the Board for ordering the No Thru truck signs for the safety of the neighborhood and patrons of the Pittsfield Preserve. She stated she is grateful to Trustee Urda-Thompson for taking time to come to the neighborhood to note sign locations and compiling the email for the Washtenaw County Road Commission. Ms. Lirones conveyed her condolences to Trustee Edwards-Brown.

Carol Christensen stated her opposition to the street lighting projects for the Washtenaw Heights neighborhood because of light pollution, the need to decrease fossil fuels and not add to them, and believes the blinking crosswalk should be installed in any high-risk pedestrian crossing area. She added that sidewalks would more greatly improve safety than street lights.

Kathleen Reff, 4339 Packard Street, is concerned about the high rate of crime in the area and believes street lighting will help. She continued that LED street lights would not contribute to light pollution and added that she would like the street lights for the benefit of Carpenter Elementary students.

Timothy Dayney stated his opposition to the amount of proposed lighting. He would prefer to see money put toward drainage or speeding issues in the neighborhood. He further added that he is concerned with light pollution and sleep cycle disturbance and feels additional lighting would not deter crime.

Gary Nystrom, 2842 Hawkes Avenue, thanked the Board for the street lighting project and communicated his own support for the project stating that Washtenaw Heights neighborhood is very dark for motorists turning onto side streets from Packard Road, Washtenaw Avenue or Central Boulevard to see pedestrians or bicyclists.

Erin Perry, 2520 Oakdale Drive, declared she is in favor of the street lighting resolution for the safety of pedestrians because the neighborhood is very dark. She stated that on the night when two Washtenaw Heights residents lost their lives, it was so dark that she could only see one of the victims, not both. She added that she doesn't believe that sleep cycles are disturbed by light pollution.

Kelly Desmond, Seminole Road, is appalled with the climate crisis and the possibility of adding to the crisis. She is concerned about light pollution and sleep cycles for people, plants, and animals and noted that several elderly neighbors told her that they were unable to attend the virtual meetings because they don't know how to access them.

Pat Lennington is strongly opposed to the current street lighting project as outlined and would have like to have seen a solar option. She requested an official survey of every resident and for those results to be published.

Timothy Dayney spoke on behalf of his teenage daughter who is opposed to the street lights and feels safe walking the streets as they are now.

Deborah Nystrom wanted to clarify that the neighborhood Facebook group did not do a survey and feels that an official survey would only pit neighbors against each other.

Kathleen Reff reiterated her support for the street lighting project and is willing to pay the taxes to have them installed.

4.1 Board Response to Public Comment I

Trustee Edwards-Brown publicly acknowledged and thanked the Board for their sympathy and condolences after her husband passed away, to the kindness of the community, and to Ms. Lirones for her comments tonight. She continued that after reading emails from the public about the street lighting project, and listening to public comment tonight, she would like to explore looking into the possibility of solar lighting.

5. Approval of Minutes

5.1 Approve the Minutes of the Regular Meeting held on September 8, 2021

Moved by Clerk Anzaldi, supported by Trustee Krone, to approve the minutes of the Regular Meeting held on September 8, 2021.

MOTION CARRIED

6. Public Hearings/Presentations/Proclamations

6.1 Public Hearing: Washtenaw Heights Neighborhood Area Street Lighting Special Assessment District (SAD)

Supervisor Grewal opened the public hearing at 7:06 p.m.

Erin Perry acknowledged the work of Deb and Gary Nystrom to keep the neighborhood updated on this project, and for the mailings received by residents from the Township, outlining the project process.

Pat Lennington clarified that she is not a member of the Facebook group and is disappointed that she was not aware of the project until last month. She would like to see a formal assessment of all home owners before this project moves forward.

Kelly Desmond stated that the Washtenaw Heights neighborhood does not have a lot of crime and continued that she, and others she talked to, were not aware of this project until last month, including retired individuals who are not tech savvy. She wants the process to slow down so there can be more discussion.

Kent Felgner, 2429 Dayton, echoed sentiments of other residents that they were not made aware of the project until last month and is disappointed that the suggestion to go solar

wasn't considered because it was deemed high cost. He shared ideas of how Pittsfield Township could be better stewards.

Kathleen Reff would like to see the community be able to gather safely to discuss issues. She asked if DTE offers proprietorships or vendors to pursue other lighting options or substitutes.

Carol Christensen feels there is enough opposition to the project to not move forward, and that street lights may not be the answer to the safety others have discussed.

Erin Perry wanted to clarify that a survey was taken in 2016 by former Trustee George Ralph who went door to door asking for opinions about the installation of street lights in the neighborhood.

Sharon Sweeney stated her concerns for both motorists and pedestrians on the dark side streets and she added that according to DTE plans, the lights would be focused on streets, not homes. She thanked Deb Nystrom for the work she put into contacting and informing neighbors of the project.

George expressed appreciation to Deb Nystrom and the community for their work on this project and supports the Board and the recommendations to install lights in the neighborhood. He questions the ability of solar lights to be effective on a commercial level.

Kelly Desmond stated that she was never asked to participate in the original survey of 2016. While she feels solar lights would be better, she is still concerned about the light pollution and how it is affecting the climate crisis.

Supervisor Grewal closed the public hearing at 7:32 p.m.

(Public Hearing Written Comments Received Attachment 1 were introduced at Item 11.3)

7. Communications

7.1 Communications

Moved by Clerk Anzaldi, supported by Trustee Jaffer, to receive and file communications.

MOTION CARRIED

8. Consent Agenda

8.1 Approve payment of Accounts Payable checks #39687 through #39803 in the amount of \$1,321,148.07

8.2 Approve payment of Payroll Payables checks #1427 through #1435 in the amount of \$4,437.62

- 8.3 Approve payment of Payables from April – August 2021 through Electronic Transfers in the amount of \$2,527,744.62**
- 8.4 Receive the July 2021 Revenue/Expenditure Report**
- 8.5 Receive the August 2021 Revenue/Expenditure Report**
- 8.6 Approve payment to Consultants for Community Development General Services in the amount of \$6,045.44**
- 8.7 Approve payment to Consultants for Parks and Recreation General Services in the amount of \$10,838.19**
- 8.8 Approve payment to Consultants for UMS General Services in the amount of \$21,949.21**
- 8.9 Receive the September 22, 2021 Personnel Report**

Moved by Trustee Jaffer, supported by Clerk Anzaldi, to approve consent agenda items 8.1 through 8.9.

MOTION CARRIED

9. Items from the Treasurer

None

10. Items from the Clerk

- 10.1 Adopt a Resolution to Approve a Reorganization within the Clerk's Office, Resolution #21-49**

Moved by Clerk Anzaldi, supported by Trustee Jaffer, to adopt a Resolution to Approve a Reorganization within the Clerk's Office, Res # 21-49.

Clerk Anzaldi stated that a reorganization was necessary after a few employees found alternative employment.

ROLL CALL:

AYES: Grewal, Anzaldi, Scribner, Edwards-Brown, Jaffer, Krone, Urda-Thompson

NAYES: None

ABSENT: None

ABSTAIN: None

MOTION CARRIED

11. Items from the Supervisor

11.1 Authorize the Supervisor and Clerk to enter into an Agreement with Baker Tilly Municipal Advisors, LLC for the issuance of a series of bonds to finance the US-12 Wastewater Infrastructure Improvement project, for a cost not to exceed \$25,000, subject to Township Attorney approval.

Moved by Treasurer Scribner, supported by Trustee Krone, to authorize the Supervisor and Clerk to enter into an Agreement with Baker Tilly Municipal Advisors, LLC for the issuance of a series of bonds to finance the US-12 Wastewater Infrastructure Improvement project, for a cost not to exceed \$25,000, subject to Township Attorney approval.

MOTION CARRIED

11.2 Authorize the Supervisor and Clerk to enter into an Agreement with Washtenaw County from September 1, 2021 through August 31, 2022 for animal control services, for a cost not to exceed \$18,000, subject to Township Attorney approval.

Moved by Clerk Anzaldi, supported by Trustee Jaffer, to Authorize the Supervisor and Clerk to enter into an Agreement with Washtenaw County from September 1, 2021 through August 31, 2022 for animal control services, for a cost not to exceed \$18,000, subject to Township Attorney approval.

MOTION CARRIED

11.3 Adopt a Resolution declaring the township's intent to establish a street lighting Special Assessment District in the Washtenaw Heights neighborhood area, and setting the tax roll, Resolution #21-50

Moved by Clerk Anzaldi, supported by Treasurer Scribner, to Adopt a Resolution declaring the township's intent to establish a street lighting Special Assessment District in the Washtenaw Heights neighborhood area, and setting the tax roll, Resolution #21-50.

Supervisor Grewal voiced appreciation to all those who participated in the public comment and public hearing. After tallying up all the feedback received, there are 83 responses supporting the project and 41 opposing. (See Attachment 1)

Director West shared follow up information regarding costs, warranties and maintenance costs if the Township used solar street lights, and provided information for the MIGreenPower program, which uses a flat rate enrollment. She added that the Township did not notify the public of the Street Assessment District via Facebook, but rather used the standard notification process.

Treasurer Scribner commented that maintenance costs for solar lights can be very high and wanted the Board to take that into consideration.

Trustee Edwards-Brown asked for clarification on street versus sidewalk placement of solar street lights.

Director West stated that most of the solar lights in Southeast Michigan are smaller lights that are not meant for illuminating a pedestrian crosswalk.

Trustee Edwards-Brown asked how the Township could acquire a bid for solar lights and Supervisor Grewal responded that the bidding process would take about three months start to finish.

Trustee Edwards-Brown asked for more information about the MIGreenPower program. Director West explained that street lighting is billed at a flat rate, and the MIGreenPower program would be available for flat rate billing in 2022.

Trustee Jaffer asked about the average annual maintenance costs and life span for LED versus solar lights and Director West responded that while she doesn't have costs for solar maintenance, the cost for LED maintenance and recurring energy costs are combined together and is \$10,575 annually, or \$18.91 estimated per parcel, per year. She added that the life span of lights varies from fixture to fixture, and whether other components such as batteries are involved.

Clerk Anzaldi asked how many houses are in the Washtenaw Heights neighborhood and Director West responded that there are 582 parcels.

Trustee Krone commented that he appreciates the community involvement and hearing both sides of the issue and added that in his own neighborhood, lights were exchanged for LED lights and energy costs decreased by 30-40%, and the light direction points down to the street and not to homes.

Clerk Anzaldi replied that she supports the project and feels that lights are needed in this dark neighborhood. While she supports solar lights, she does not feel like this neighborhood is a good fit at this time and would like to see the Township come back to the topic of solar lights after the industry makes improvements and costs come down.

Trustee Krone asked if there was an urgency to the project or what would happen if the resolution tonight was not approved and Supervisor Grewal responded that this is the last of three hearings according to state guidelines. She added that the Township cannot install solar lights because there is not enough money in the General Fund to cover it, but the Township will be using renewable energy sources to power the street lights.

Attorney James Fink commented that the first resolution was the intent to establish a special assessment district, the second to establish the district, and the third is to establish the tax roll. A "No" vote by the Board would require the process to start from the beginning.

Supervisor Grewal thanked and Director West for her research over the last few weeks. She added recognition to the residents of Washtenaw Heights for their diligence over the last six to seven years to see this project to completion, and for their partnership with the Township to improve safety in the community.

ROLL CALL:

AYES: Grewal, Anzaldi, Scribner, Edwards-Brown, Jaffer, Krone, Urda-Thompson
NAYES: None
ABSENT: None
ABSTAIN: None

MOTION CARRIED

12. Unfinished Business

None

13. New Business

13.1 Approve installation of seven (7) No-Thru Truck signs for a cost not to exceed \$2,716.36, funded through account number 446-818.005

Moved by Clerk Anzaldi, supported by Trustee Urda-Thompson, to approve installation of seven (7) No-Thru Truck signs for a cost not to exceed \$2,716.36, funded through account number 446-818.005.

MOTION CARRIED

13.2 Motion to move into closed session as authorized by the Michigan Open Meetings Act for the following reasons:

- 1. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.**
- 2. To consider material exempt from discussion or disclosure by state or federal statute.**

Moved by Clerk Anzaldi, supported by Trustee Jaffer, to move into closed session as authorized by the Michigan Open Meetings Act for the following reasons: 1. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained, and 2. To consider material exempt from discussion or disclosure by state or federal statute.

ROLL CALL:

AYES: Grewal, Anzaldi, Scribner, Edwards-Brown, Jaffer, Krone, Urda-Thompson
NAYES: None
ABSENT: None
ABSTAIN: None

MOTION CARRIED

The Board moved into closed session at 8:06 p.m.

Moved by Clerk Anzaldi, supported by Treasurer Scribner, to reconvene into regular session.

MOTION CARRIED

The Board reconvened into regular session at 8:27 p.m.

Moved by Clerk Anzaldi, supported by Trustee Urda-Thompson, to authorize the Supervisor and Clerk to sign the purchase agreements for 6094 Michigan Avenue and 2992 Textile Road. (See Attachment 2).

ROLL CALL:

AYES: Grewal, Scribner, Edwards-Brown, Jaffer, Krone, Urda-Thompson
NAYES: None
ABSENT: Anzaldi
ABSTAIN: None

MOTION CARRIED

14. Liaison Reports

None

15. Public Comment II

Pat Lennington expressed her disappointment on the outcome of the Washtenaw lights proposal. She stated that the first notice her household received of this project was in August. She feels a petition should have been circulated by the Township to all property owners to get their opinions on the project.

Christina Lirones, 151 E. Textile Road, thanked the Board for completing the action to purchase the No Thru Trucks signs and would like to be apprised as to when the signs will be installed.

15.1 Board Response to Public Comment II

None

16. Adjournment

Moved by Trustee Krone, supported by Clerk Anzaldi, to adjourn the meeting at 8:31 p.m.

MOTION CARRIED

A Working Session of the Board of Trustees will convene following the Regular Meeting of the Board of Trustees

Jill Mitchell, Deputy Clerk
Pittsfield Charter Township

Michelle L. Anzaldi, Clerk
Pittsfield Charter Township

Mandy Grewal, Supervisor
Pittsfield Charter Township



Pittsfield Charter Township
Department of Community Development

6201 West Michigan Avenue, Ann Arbor, MI 48108
Phone: (734) 822-3135 • Fax: (734) 844-6103
Website: www.pittsfield-mi.gov

Mandy Grewal, Supervisor

Jessica K. West
Director of Community Development
westj@pittsfield-mi.gov

MEMORANDUM

TO: Pittsfield Charter Township Board of Trustees
FROM: Jessica West, Director of Community Development
DATE: September 22, 2021
SUBJECT: Updated Feedback Regarding Washtenaw Heights
Streetlighting Special Assessment

The following is a summary of feedback received regarding the Washtenaw Heights Streetlighting Special Assessment:

	Support	Oppose	Total
February Neighborhood Petition	69*		69
September Neighborhood Petition		34*	34
Written Vote Change (felt pressured to sign petition)	1		1
Other Written Feedback	13	7	20
Total	83 (67%)	41 (33%)	124
<i>*Verifiable to Property Records, Duplicate Property Submissions Not Included.</i>			

Hello!

I was not on the original letter of support, but wanted to add my strong support for the Washtenaw Heights Lighting Project. I live on Carlton Dr near Packard and even after living here for 4 years, finding the street entrance can often be a guess, and pedestrians can easily be missed. Thank you for your work in improving the safety of our community.

Best,
Adam [REDACTED]
[REDACTED] Carlton Dr

DRAFT

It has been 35 years that my family and I are domiciled at- Torrey
ave. Three conditions with respect to safety were readily apparent.

- a- The absence of sidewalks
- b- The absence of streetlighting
- c- The speed of the traffic on my street

Although it took several decades the newly minted speed bumps have reduced the hazardous speeding traffic and the proposed street lighting will certainly take care of the dismal conditions that currently exist. The approach from a darkened Packard Street into an unlit Torrey Ave is challenging, unsafe and scary. The recent accident which occurred in the subdivision (Dalton) came as no surprise.

The information circulating by the misinformed few in the subdivision is divisive and dangerous. We simply don't need another fatal accident with insufficient lighting being a contributing factor.

Thank you for your indulgence
Kent-

To the Pittsfield Township Board,

We have been residents of the Oak Park neighborhood for almost 14 years. Our children, 16 & 12 have grown up here.

We are writing to express our support of the neighborhood lighting project. One of the arguments that has come up now and in the past concerns school-aged kids walking to school or the bus in the dark.

Our 16-year-old son leaves home at 650am to catch the bus every week day. It's barely daylight right now; soon he will be walking to the bus in the dark and that will last until March. We verified this time frame with him and with civil twilight data that can found online for Ann Arbor.

Our 12-year-old daughter leaves home at 735am to catch the bus. We don't want her walking in the dark every day and we'll adjust our work schedules to drive her to the bus or to school once it's dark at that time. We're lucky to have that flexibility right now; not every family can do that and safety should not be a luxury.

We want our community to be safe for everyone and the way to get there is with added street lights on Washtenaw, Packard, and Central.

Thank you,

Carol [REDACTED] & Matthew [REDACTED]
[REDACTED] Oakdale Dr.

Hi everyone,

Just to add to what I wrote last night. My son just left for school. Here's a photo of Oakdale Dr at 6:57am on 9/22/21. Almost full dark.

Thanks,

Carol Ullmann

On Tue, Sep 21, 2021, 10:14 PM Carol [REDACTED] wrote:
To the Pittsfield Township Board,

We have been residents of the Oak Park neighborhood for almost 14 years. Our children, 16 & 12 have grown up here.

We are writing to express our support of the neighborhood lighting project. One of the arguments that has come up now and in the past concerns school-aged kids walking to school or the bus in the dark.

Our 16-year-old son leaves home at 650am to catch the bus every week day. It's barely daylight right now; soon he will be walking to the bus in the dark and that will last until March. We verified this time frame with him and with civil twilight data that can found online for Ann Arbor.

Our 12-year-old daughter leaves home at 735am to catch the bus. We don't want her walking in the dark every day and we'll adjust our work schedules to drive her to the bus or to school once it's dark at that time. We're lucky to have that flexibility right now; not every family can do that and safety should not be a luxury.

We want our community to be safe for everyone and the way to get there is with added street lights on Washtenaw, Packard, and Central.

Thank you,

Carol [REDACTED] & Matthew [REDACTED]
[REDACTED] Oakdale Dr.



Dear Ms. Grewel,

I am writing in support of the Washtenaw Heights lighting project. As a resident of 11 years living on Central blvd and having 2 children that have attended public school in the neighborhood and beyond via bus, I feel that it is essential that we get some lighting into this neighborhood. We've had issues with petty theft from our carport many times. So many residents have, as we are sitting ducks in the darkness and our neighborhood is a pass through for so many. The middle and high schoolers have to catch the bus to school in the winter walking through the dark. There have been neighbors killed crossing the street and many struck resulting in injuries! What more needs to happen? This has been a needed improvement for a long time in the interest of public safety. We are not a rural neighborhood anymore. Please pass the lighting project.

Sincerely, Krissy [REDACTED]

Dear Dr. Grewal,

I write to support the proposed lighting project for the Washtenaw Heights neighborhood. My husband and I did not have a chance to sign the petition for it but I want to before you know that we both support it. Lights along the major arteries of Washtenaw and Packard are a must for public safety. Lights along Central Blvd will enhance safety, particularly of pedestrians like the school children who walk to school in twilight hours during the winter.

I believe that the majority of residents support this project.
Thank you for your efforts to make our streets safer.

Sincerely,

Donna and J [REDACTED]

[REDACTED] Dalton Ave.

To Mandy and all Board of Trustees:

We are writing in support of the proposed neighborhood lighting. As a resident for 7 years now in the neighborhood, we have seen increased traffic and incidents.

Just two weeks ago in our own driveway at 9am, the catalytic converter was stolen from our car right in our own driveway in less than three minutes time.

We have two teenagers who walk to bus stops and soon we will be sending them with flashlights. My teenage daughter walks on her own to public stop for high school, the flashlight will be needed. Our son, walks to his bus stop for middle school. Lighting is a real issue and has been since we moved here.

This is not a rural neighborhood as many some have mentioned but a high traffic urban neighborhood. We are not sure how it may have been in days past but not what we see now and never did before. This is not a farming community with swamps and wildlife. It is a school area and very surprised still not adequate sidewalks, police presence and night lighting.

Increased crime, increased traffic, dangerous intersections, people hit by cars and even a couple killed is what is happening and we see. Scares us daily to send out children to school walking and the unsafe atmosphere.

We are asking for your consideration to go forward with lighting for the Carpenter neighborhood and for true safety.

Best,

Residents: Eliot and Felicia [REDACTED]
[REDACTED] Carlton Drive

48108

Dear Supervisor Grewal and fellow Board of Trustees members,

I write to you today in full favor of the lighting proposal set in motion for the Washtenaw Heights neighborhood. I spoke at the first of three community meetings, and hope to be in attendance tomorrow evening as well. However, I'd like to write my thoughts to share with you here in advance of the meeting.

I have concerns about a petition that is going through our neighborhood, as it appears to be misinformed. I was also made aware that the community member leading the charge for this petition was suggesting that our neighbors who died in November were struck in daylight.

As I mentioned previously, I witnessed the accident that cost Donald and Virginia their lives. I called 911 shortly after 6pm. I left my house on November 16th, 2020 around 5:30pm to deliver a meal to a friend who just had a baby. I was very upset with myself for waiting until dark to drop it off. The day had already been incredibly gray and cloudy, and with the sunset, it was one of the darkest nights I can remember in my time here. One thing I didn't share before, is that tragically, when the accident occurred, most of us at the scene only noticed one victim. It was too dark to see that a second victim had been involved. Not until Officer Maxey sent me to my vehicle after getting my account (he needed to return to take care of documenting the vehicle that rear-ended me when I stopped), did I notice EMTs on the scene tending to two different sites. When I asked the officer if there were in fact two victims, he said yes, and I was crushed to know three of us didn't even get to try to help both victims because we didn't see both.

This petition mentions the negative effects lighting can have on human sleep cycles. The article cited actually talks about late-night TV, cell phones, etc. Modern electricity in our homes has already been affecting our sleep cycles (as well as caffeine!), and we are choosing it, yet also learning to turn off our screens in advance of bedtime...I believe we can learn to put up curtains to block out any of the minimal light that may come in from the street lights. However, the dim lighting and angling toward the street should not be a notable disturbance. I grew up in South Dakota, and have lived in Kansas, Houston, and Boston as an adult before moving here. Every single one of those places had much more significant street lighting than is proposed here, and never did I feel unable to accommodate my sleep accordingly. In fact, the lighting made it possible to enjoy walks at night...also great for health and sleep! Street lights have no worse impact on sleep than our interior lighting, devices, and what we choose to consume.

Also mentioned in the petition is the effect on wildlife. Once again, in all the places I've lived, there's not been a shortage of wildlife. They adapt. The wildlife in our neighborhoods are already city wildlife. It's what they're used to, and they survive. They will adapt to a little increased night lighting. The mere existence of our homes already means they could fly into a window and die. It's not our worst-case scenario that wildlife may have some adjusting to do to new dim lighting, it's that neighbors have died due to lack of visibility. It's that many kids walk anxiously in the dark to school for part of the year. We must prioritize human safety. Likely, the

busyness of the roads on the proposed route has already had its most significant effect on the wildlife there. Much of the neighborhood will still remain fairly dark.

Lastly, to very briefly summarize part of an article from Strong Towns (<https://www.strongtowns.org/journal/2019/5/9/how-something-as-small-as-street-lights-can-reduce-crime>) regarding how people struggle to negotiate their environment, attending to the "small stuff" is quite critical to how we as residents experience our cities. This includes tuning in to how things in the neighborhood make people feel; whether it's feeling safe, comfortable, included, etc. Someone will always find a study that says there's no true impact on _____ by doing X, Y, Z. But if the residents feel safe and comfortable, there's an added happiness and peace that builds the quality of life that a community can offer, and members will want to stay in it. We are not a rural neighborhood, and we do not live rural lifestyles. Bringing people out of their homes after work and school is such a great way to build community, but we can't in the dark!

Thank you for all your time and involvement on this project to this point. I greatly hope you'll continue moving forward with the proposal.

Erin [REDACTED]

Oakdale Drive resident since July 2017

I was hoping to attend the meeting tonight, but family obligations will prevent me from speaking to you all via Zoom.

I want to state my support of the lighting proposal in Washtenaw Heights. I moved to this community 3 years ago, having only visiting Ann Arbor once to house hunt. Our first evening in our house, I nearly missed the turn onto our street from Packard because there was no way for me to see the street sign. In those first months, especially as winter came and it became darker earlier, I would end up driving one street past mine on numerous occasions, both on Washtenaw and Packard, as I struggled to see what the street name was in the dark.

I was shocked that 2 major roadways that have tens of thousands of cars traveling on them daily are NOT illuminated by street lights. The dangers to pedestrians and cycles who are using the sidewalks after dusk and before dawn are a constant source of concern for most of our neighbors. There are high schoolers who are already walking to bus stops on Washtenaw in the dark, and soon our elementary students at Carpenter will be walking on Central - the primary route for those children - in the dark mornings. Children are not miniature adults, even those given a flashlight to "make sure they are seen" are not going to be as visible to motorists as an adult in that situation.

I've heard some opponents of the proposal state that people just need to be "prepared" and "make sure they are seen" while they are out. Referencing that their, now adult, children did just fine in the neighborhood. And I am glad that their children were never injured. But what these neighborhood members are not taking into account is that the number of cars on Packard and Washtenaw have only increased since that time. With traffic increases, our neighborhood sees more vehicles using our residential streets as a way to bypass potential traffic on Carpenter to get from one major artery street to the other. Adding to that is the increased number of delivery vehicles - which with dusk coming earlier and earlier will mean more of these deliveries will be made in the dark - but drivers who are likely not familiar with our neighborhood. This increase in traffic directly increases the risk of someone getting injured by a vehicle at one of the intersections in our neighborhood.

I understand the concerns about wildlife and light pollution, but I would like to point out the large number of businesses in our community whose much larger lights remain on all night long while those businesses are closed. I think one neighborhood adding downward facing LED lights won't cause as many problems as they foresee. And I am will to accept that it will cause some light pollution. But the build up of residential areas has already caused irreparable damage to wildlife habitat, and I think there are better ways for us as a community to address that.

To end, I want to be clear that our community's goal is to make our neighborhood safe for pedestrians & cyclists using our streets after dark. This IS a safety issue, and the majority of the neighborhood supports keeping the neighborhood safe. We are not a rural neighborhood - and while adding lights may cause some neighbors to need to invest in black out curtains, I think that is a small price to pay if it saves a life or reduces the chance of a child being injured by a vehicle that could not see them due to the lack of light on our streets.

Thank you for your time,

Devin [REDACTED]

[REDACTED] Deake Ave

Hello.

As a member of this neighborhood, I would like to state my strong desire for this project to move forward. Living on the corner of Packard and Foster Ave, we are on the main bus line, busy sidewalk, and butted up to the apartment complex. We have had several occasions where we have had our car shuffled through, Christmas presents stolen, and even my child's bike stolen right out of my front yard. We have found many broken liquor bottles in our yard, needles, and even a used condom. I strongly believe that adding lighting would help deter unwanted visitors and make it easier to see if there were people out there. As a nurse who needs to leave my house in the dark and often come home after dark, it would make me much more comfortable in my own yard. My hope is that misinformation and fear of change do not deter this project and we are able to make this neighborhood a little safer and less appealing to those up to no good.

Thank you,

Heather [REDACTED]

[REDACTED] Foster Ave.

Hello Mandy and Board of Supervisors,

As a resident of the Washtenaw Heights neighborhood, I wanted to write in to show my support for the lighting proposal for our neighborhood. Being bordered by four major roads, especially Packard and Washtenaw, I find it incredibly important to prioritize the safety of all who live in this great neighborhood. I, myself, enjoy running in our neighborhood for exercise and would greatly appreciate extra safety measures, especially this time of year as the sun goes down earlier in the evenings. In addition to this, I have two black dogs that I walk through the streets of our neighborhood and would be destroyed if anything happened to them that could have been avoided if there were better lighting on our streets. I believe the benefits greatly outweigh the negatives of street lighting and will be happy to pay the minimal costs associated. Being so close to many large shopping centers, the effects of light pollution from our small neighborhood will be negligible and not a sufficient reason for this proposal to not be approved.

Thank you for all you do for this wonderful township.

Jamie-

Deake Ave

I am a resident of Washtenaw Heights, residing at Dayton Dr, Ann Arbor, MI 48108, and I am enthusiastically in favor of the Street Light Project.

1. Nighttime lighting in our neighborhood is woefully inadequate.

As the days are getting shorter, many young children in our neighborhood have to walk on *unlit and dark* streets to their bus stops, and to Carpenter Elementary.

Washtenaw Heights is surrounded by five -lane- wide roads on three sides, each of which has a speed limit of 45 mph. Moreover, because the streets in our neighborhood are straight and connect Washtenaw to Packard

unimpeded (for the most part), people regularly cut through the neighborhood rather than waiting at the stoplights at Carpenter/Washtenaw, at Carpenter/Packard, at Dalton/Washtenaw, at Dalton/Packard, at Golfside/Washtenaw, or at Golfside/Packard. While we have some speed control devices (speed bumps) on certain streets in the neighborhood including Dayton Drive, people cutting through the neighborhood regularly drive through in excess of 40mph and without regard to the stop signs at Central Avenue. As a result, even during the best-lit times of day, walking in our neighborhood is fraught.

At night, visibility in our neighborhood is terrible. Despite the straight-through layout, there are regularly cars parked on both sides of the street blocking visibility for both pedestrians and drivers. The speed bumps actually contribute to the lack of visibility as well by blocking views of the horizon and preventing head lights from reaching far into the gloom in some instances.

At a minimum, therefore, we need more lighting at the intersections in the neighborhood. As the crash that killed two of our neighbors last year shows, lighting can be the difference between life and death.

2. **Lighting can improve safety without negatively impacting the health of neighbors living proximate to the newly-lit intersections.**

While it is true that too much light, and more specifically too much light in the blue portion of the visible spectrum, can be detrimental to human and animal sleep cycles, circadian rhythm, and overall health, having downward-directed

lighting, such as that proposed in the present lighting project, would significantly mitigate these issues. Additionally, costs to individuals for eye-masks, blackout curtains or shades, or the like are insignificant in comparison to the very real likelihood of grievous injury from automobile/ pedestrian crashes.

3. **Lighting can be installed in such a way as to minimize negative economic and environmental outcomes.**

With downward-directed lighting and bulbs of the appropriate color temperature, we can have increased pedestrian safety with minimal impact on wildlife such as birds, bats, insect life, and the like. Again, the color temperature (4000 k or less), and ensuring downward-directionality of the light has been shown to dramatically decrease the negative impacts on migratory birds, bats, insects, and other fauna.

(see, e.g., <https://dot.ca.gov/-/media/dot-media/programs/research-innovation-system-information/documents/preliminary-investigations/assessing-the-impacts-of-led-lighting-to-wildlife-pi-ally.pdf>)

4. A resident-generated petition *opposed* to the project is misleading.

While it is true that some residents in the area are opposed to the installation of street lighting in the Washtenaw Heights neighborhood, and many raise important points (e.g. health impacts, environmental concerns, safety, cost to the individual, and so forth), these concerns can and have been simply addressed by judicious planning of the lighting project, appropriate selection of lighting products, and good budget management.

It is also worth noting that a recently-circulated resident-produced and worded petition that is *opposed* to the street lighting project makes arguments and claims that are unsupported by fact. For example, stating that only 12% of residents are in favor of the project is empirically incorrect. Even back in September of 2017 when a previous attempt to gain approval for street lighting was made, 226 of 537 residences voted "yes" in favor of a more aggressive lighting proposal. That's more than 42% in favor overall, and 69% of votes cast.

I commend Pittsfield Township for taking on the lighting project for Washtenaw Heights, and wholeheartedly endorse the same.

Warm regards,
Jason [REDACTED]

Dear Board of Supervisors,

Please vote yes on the Street Lighting Special Assessment District Resolution to install LED street lights on Central Blvd, Packard Street and Washtenaw Ave. I know that the Board is up to date on current best practices for urban street lighting. Washtenaw Heights stopped being rural when the first strip mall was built 50-60 years ago. And, Carpenter Elementary was a small, neighborhood school which has grown into a local/cross boundary elementary.

Our urban neighborhood deserves safety and improved quality of life, which can be enhanced by the additional street lighting.

Attached are a couple of pieces and though some of the information is sponsored by Phillips, they are a leader in roadway lighting.

Thank you,

Jennifer [REDACTED] and Julie [REDACTED]

[REDACTED] Central Blvd
Ann Arbor, MI 48108

<https://www.lighting.philips.com/main/application-areas/roads-and-streets>

https://www.lighting.philips.com/main/education/led-street-lighting/frequently-asked-questions#circadian_rhythm

[m](#)

Good afternoon,

I am writing in support of the Washtenaw Heights Street Lighting in advance of the Sept. 22, 2021 meeting. Many of the streets in our neighborhood do not have sidewalks. No sidewalks and no lighting is a dangerous combination for pedestrians. Last summer my husband was walking our dog after dark. He was wearing a reflective sash and carrying a flashlight. A young lady rode her bicycle up from behind and hit our dog. The impact tore my husband's rotator cuff in his shoulder and he went through months of physical therapy for the injury. Thankfully the young lady and our dog were ok from this incident. We believe that this accident would not have occurred had there been adequate street lighting.

Thank you for your time,
Jill [REDACTED]

[REDACTED] Grant Dr.

Ann Arbor, MI 48108

Name: Judy [REDACTED]

Address: [REDACTED] Packard Street.48108

Phone: [REDACTED]

email: [REDACTED]

Hello-

I would like to speak at the zoom meeting this evening. I support improved lighting at the intersection of Packard and Dalton Drive.

Please let me know if I may speak.

Hello Dr. Grewal,

My husband, two daughters and I live in the Washtenaw Heights neighborhood on Crystal Drive.

I would like to express our support of the DTE Lighting Project for the Washtenaw Heights Residential Neighborhood. These lights are needed so badly especially because of the missing sidewalks, the speeding cars, and the many children walking to and from Carpenter Elementary School (not to mention the people walking their dogs – we need a flashlight in winter to see where the dog made its business to even find it because it's so dark).

Safety should be the outmost priority and I'm really surprised that it's taken this long to get started on such a lighting project.

The arguments of a few residents against this initiative are not sound and in many cases, unfortunately, these residents are retired, have lived here *many* years and are stuck on the status quo, and *do not have children* they worry about walking around in the neighborhood.

The cost of \$18.90 per year is a minimal cost to add better visibility and safety for the residents of the neighborhood and would not cause undue hardship for the residents to pay. This second round of lighting proposal would have less lights than the first round proposed and the actual homes will not receive too much added light or impact the quality of sleep for residents.

Furthermore, the environmental impact has been grossly overstated as the lights used would be LED light s which use much lower electricity than traditional lights. One resident has been gathering signatures against the lighting by scaring fellow neighbors with false and misleading information. Please continue to move forward with approving the lighting project for our neighborhood, as that is in the best interest of public safety. As you know, an older couple was recently killed trying to cross Packard.

I want to urge you not to take the word of a few very vocal, ill-informed people who are in opposition of this initiative.

Sincerely,

Kat &

James

Resident - Crystal Drive

[REDACTED]

Electronic Mail is not secure, may not be read every day, and should not be used for urgent or sensitive issues

My family and I live in the Washtenaw Heights neighborhood at- Grant Drive. I am writing to express our support of the Lighting Project for our neighborhood, the Washtenaw Heights Residential Neighborhood. The lights will provide extra safety to our neighborhood.

In January of 2020 I was hit crossing Washtenaw as a pedestrian and I was badly injured. I have two children that walk to the school or bus stop at Carpenter every morning and home every afternoon. With daylight getting shorter, I will need to send flashlights with my middle schooler to make sure he is safe on his way to and from school. My children want to be able to ride bikes to their friends and do things kids do, but I worry about the lack of lighting.

The arguments of a few residents against this initiative are not sound or based on accurate information. The cost of \$18.90 per year is a minimal cost to add better visibility and safety for the residents of the neighborhood and would not cause undue hardship for the residents of the neighborhood to pay. The claims that this is going to affect wild animals and nature by causing light pollution is over dramatized. We don't live in the country, we live in a very busy neighborhood and since we don't have sidewalks, we need lights to help keep our residents safe.

Please consider the value to this neighborhood and don't let a few naysayers stop us from being able to keep our neighborhood safe for families and individuals.

Sincerely
, Kath [REDACTED]
Resident
[REDACTED] Grant Drive

Dear Board of Supervisors,

I am writing to express that I do not support the lighting project in the Washtenaw Heights Neighborhood and the creation of a special assessment district. The plan, as stated, places lighting on street corners that already have a street light (e.g., the corner of Dayton and Central already has a street light on the southeast corner). Furthermore, from my perspective, the street lighting will not make the neighborhood safer (e.g., while walking my dog or for home security). If the street light project goes as planned, I will be paying more to the township while continuing to bear the burden of the safety for my home, my dog, and myself through personal and outdoor lighting and a home security system. Again, from my perspective, the planned lighting project will cost me money while not improving my quality of life or my property value.

Thanks,
Lauren [REDACTED]
[REDACTED] Dayton Dr
Ann Arbor

To Ms. Grewal and the Township Board,

I am writing in SUPPORT of the proposed street lighting along Washtenaw, Central, and Packard for the Washtenaw Heights neighborhood. I have lived on Grant Drive for 14 years. It has always been a concern that my two children, now in high school, had to walk at dawn or dusk to Carpenter Elementary, then to Carpenter to get the bus to Scarlett, and now walk to the AATA bus stop to travel to Huron High. With high school activities, it is often dark when kids are returning home, and at certain times of the year, it's still dark when they're walking to the bus stop in the mornings. Especially on the roads without sidewalks, this is a huge safety concern. There have also been numerous incidents of theft from cars in our neighborhood-- something that I believe would be lessened if the area were not so dark.

I know there are some neighbors who are opposed to these lights because of light pollution, or because it changes the "rural" feel of the neighborhood, but I disagree. There is a large number of people, especially children, who walk through our streets that make this much closer to an urban setting than that of a rural area. I've also seen opposition about the cost or material or kind of lighting, saying more research needs to be done. Again, I disagree. Especially after the tragic accident that happened last year when two pedestrians were killed, I think the lighting in the neighborhood needs to be addressed AS SOON AS POSSIBLE. The streets have been unsafe for way too long.

THANK YOU for taking the steps to make this neighborhood safer, and for trying to bring the amenities in our neighborhood closer to the level that other Pittsfield township neighborhoods enjoy.

With Gratitude,

- Wilkins

Dear Clerk,

I missed a petition against this proposal but wanted to make my thoughts known. I'm against this project. I think they're unnecessary and contribute to nightlight pollution. My name is James (Rick) [REDACTED] and I live at [REDACTED] Dayton Drive.

Hello,

I never had a chance to sign a letter in support of the Washtenaw Heights street lighting project, referenced in the link below. Could my name please be added to the list of those in support of the project?

Matthew [REDACTED]
[REDACTED] Seminole Rd
Ann Arbor, MI
48108

[REDACTED]
[REDACTED]

Thanks, Matt

<https://pittsfield.novusagenda.com/agendapublic/CoverSheet.aspx?ItemID=3613&MeetingID=92>

I support this project, I feel that this is a safety issue for both walkers/kids and drivers.

Samir [REDACTED] & Dawser [REDACTED]

[REDACTED] Torrey Ave.
Ann Arbor 48108

Thanks

Sent from my iPhone

We are 100% in support of the current proposed lighting project.

We feel it's a safety issue especially considering the lack of sidewalks. There have been at least three occasions in the past eleven years living here that while turning onto my street from Packard that my vehicle has come too close for my comfort to pedestrians in the road (there is no sidewalk).

I'm especially careful when turning onto my street from Packard as I know there aren't sidewalks. Due to the high traffic and and speed limit of 45 mph, it is often times not safe to stop prior to turning.

This should not be up for vote - safety should always be first. My friend Rich [REDACTED] lost his elderly parents last year in part due to the lack of lightening at Dalton and Packard crossing. I saw on next door that the driver behind the lady who ran them over posted that it was pitch black out and the light was green for the cars. Adequate lighting at that intersection and a longer crossing time would likely have spared their lives.

Sincerel

y Sharon [REDACTED]

Terri [REDACTED]

[REDACTED] Torrey Ave, Ann Arbor Charter Township, Mi 48108

Hi Mandy,

This weekend I witnessed a woman attempting to gather a signature from a neighbor on Oakdale. I happened to be talking to this neighbor on his front lawn. Her cause was to halt the lighting project in our subdivision.

I witnessed her giving slanted and misleading information in attempt to get his signature. This is very concerning to me and makes me question the legitimacy of the other signatures she has gathered

1) She stated that the project was not well thought out and very expensive for many seniors it would not be affordable... Project is being pushed by a small group of people. Very misleading- It wasn't until I brought up that the flyer we received stated that the materials and installation would be from the general fund and no cost to us. That the yearly cost per home is very low. She stated "to start with... it will only go up". I just looked it up just shy of \$19/year per lot

2) She next stated that the lighting is not environmentally friendly and will further tax our already taxed power grid and will likely increase our power outages. Misleading - 32 LED lights are not going to drain that much power. Scare tactics...

3) I brought up the lack of lighting on Packard and Dalton which contributed to the car accident that killed Virginia and Don Schneider as they were crossing in the dark last year. She responded that it's been addressed and it lights up now when people are crossing. This is NOT true. I walked down there that night to check and it was very dark other than a light across Packard at the condominium plex entrance.

I also brought up the fact that in the dark making a right turn into our sub from Packard (a 45mph zone), is a dangerous situation as the driver can't see the walker in a timely manner.

I think for the safety of walkers, children and drivers that increased lighting is a must and shouldn't be up for debate. Especially considering the lack of sidewalks in our subdivision, which makes good lighting even more vital.

I could see if one were to live on a corner where a light is proposed that concerns re unwanted light shining on ones home or in their windows are valid. From what I read the proposed lights will be focused onto the roadway and not the homes. Perhaps confirming this will ease some tension.

If enough signatures required to halt the project have been gathered, then I propose that those who signed the petition are contacted to ensure that they are presented with unbiased pros and cons of the project as well as the true cost.

Due to the above encounter, I reached out via text to the eight neighbors that I have phone numbers re emailing you to make their opinions known. I attached copies of the letter we received and the fact that someone is gathering signatures in attempt to halt the project. I heard back from six. Five of which expressed support for the project and the other one KB stated he'd send an email, but didn't reveal his stance. I now see that the two that I didn't hear back from had signed the original petition for

lighting in 2016. So 8-9/9 are for the lighting proposal.

For safety sake, I hope that we can come together as a subdivision and move forward with this project. I also hope that you can assure people who live in closest proximity to the new lights that they are being taken into consideration and the lights will be focused on the road and crosswalks to minimize light pollution into their homes.

Sincerely
Sharon [REDACTED]
2797 Torrey Avenue

DRAFT

Hello,

I live at [REDACTED] Torrey Ave. I just saw a copy of a misleading petition being circulated against the proposed lighting project. I am writing you to emphatically state my support for street lighting in Washtenaw Heights. As a single female homeowner, street lighting would make me feel safer in my neighborhood, a place where social media posts occasionally indicate suspicious persons and vehicle break-ins every few months. As a homeowner who walks my dogs in our neighborhood, where most streets do not have sidewalks, I am fearful of automotive traffic (even with speed bumps!) that does not slow or make room for pedestrians. While I can and have purchased my own safety equipment (reflective clothing, an LED harness, LED lights for my dogs and their leashes), it is frightening to walk my dogs before and after work on dark streets (most without sidewalks) where I cannot see what is in front of me. This affects my overall wellbeing and sense of safety when my everyday routine means walking on our dark streets, as it certainly does now that autumn is arriving.

As someone with various health issues, I have researched light's effect on the body and find the current arguments that increased public safety lighting might harm human or animal bodies absolutely groundless claims. I also don't think putting safety lighting up on Packard, Central, and Washtenaw will significantly increase "light pollution" or damage one's view of the stars. There is a balance to be struck between public safety and the environment and the current (reduced) proposal seems like a very good balance to me. I supported the original proposal but I am willing to compromise if it means we get *some* lighting

and that provides an increase in overall public safety in the neighborhood.

Quite honestly, in this past year as I have begun to walk more I have considered moving back to the city of Ann Arbor and out of Pittsfield township. My two main amenities I would look for in a new home are 1) street lights 2) sidewalks. I realize we cannot easily add sidewalks to our existing neighborhood infrastructure but we could, for a very low annual cost, add street lights. Please, please make Washtenaw Heights a safer neighborhood in Pittsfield township--for pedestrians, for children, for everyone.

thank you. And thank you for your work on behalf of our community.

Most sincerely,
Sheila

--

she | her | hers

To whom it may concern,

I am writing in support of the lighting project that the board will be reviewing for the Washtenaw Heights neighborhood. As a concerned citizen who lives at [REDACTED] Oakdale Drive we have an immediate need for better lighting in our neighborhood. Our streets are very dark at dusk and at night this poses a huge safety concern. Tragically we lost two elderly neighbors last year and I hope that better lighting will prevent future accidents from happening.

Please accept this email as us fully supporting the project.

Stacy and David [REDACTED]
[REDACTED] Dr, Ann Arbor, MI 48108
[REDACTED]

Hi,

We here at [REDACTED] Hawks just wanted to briefly express our support for the installation of streetlights around the neighborhood; this is something we have been wanting for years. It would really help me when biking home from work at night, as well as just improve the neighborhood.

Thanks,

Steven and Adrienne

DRAFT

FYI, For some reason my email sent below came back to me as undeliverable. I checked the email address and it

appears to be correct to me. So, I am resending the message....

To whom it may concern,

I am writing as one of the residents who voted against the Washington Heights street lighting project.

Part of the reason I voted against the project is because of my enjoyment of the rural feel of our neighborhood and my enjoyment of the darkness and the accompanying night skies that are visible without light pollution. Prior to living here, we lived in NE AA near to Clague MS. The neighborhood we lived had no fences, but it had many, many streetlamps that detracted from its edge of civilization feel. The light pollution there made the neighborhood less enjoyable for me personally.

I am particularly wary of the LED lighting that is proposed since I find the LED lighting to be even more egregious because of the sharp glare associated with it. I already have several neighbors who seem to think nothing of glaring their neighbors at night because of the flood lights they employ in their backyards and their nearly horizontal aiming. The addition of a streetlight at one of the corners on Central Ave. near to my house threatens to introduce a permanent night-time glaring light into my living room, as if the steady stream of traffic through our street is not enough. At least the neighbor's lights are not automatic. If it is insisted that the lights will go in, I would ask the lights be pointed mostly downward and not be employed to light up a large surrounding area. Also, it is mentioned that lights are 136 watts. This tells very little about how bright these lights will be. It would be much more accurate to indicate how many lumens that will mean, and to give some idea of what an equivalent amount of lumens for some other common light might be. Is that the same as an airplane's flood light, or a street lamp at Kroger or what? Please be ready to show at the meeting what the light dispersion pattern will look like and some type of photo representation of how that will look, as well as a better explanation of how many lumens a 136 W LED lamp will be.

Sincerely,

Tony [REDACTED]

(living near Grant and Central)

Good afternoon,

My family and I live in the Washtenaw Heights neighborhood at 2814 Deake Ave. We are writing to express our support of the Lighting Project for our neighborhood, the Washtenaw Heights Residential Neighborhood. The lights will add a much needed layer of safety to our neighborhood that lies in between Washtenaw Avenue and Packard Street. Given the recent deaths of 2 adults who lived in this neighborhood when attempting to cross Packard Street, this project is greatly needed now.

The arguments of a few residents against this initiative are not sound or based on accurate information. The cost of \$18.90 per year is a minimal cost to add better visibility and safety for the residents of the neighborhood and would not cause undue hardship for the residents of the neighborhood to pay. As the lights point outward toward the main streets (Washtenaw Avenue and Packard) and not the actual neighborhood homes this will not add too much light or impact the quality of sleep for residents. The environmental impact has been grossly overstated as the lights used would be LED lights which use much lower electricity than traditional lights.

We urge you not to take the word of a few very vocal, ill-informed people who are in opposition of this initiative. One resident has been gathering signatures against the lighting by scaring fellow residents with false and misleading information. Please continue to move forward with approving the lighting project for the Washtenaw Heights Residential Neighborhood, as that is in the best interest of public safety.

Sincerely,

Troy [REDACTED]

[REDACTED] Deake Ave.

Hello,

My family and I are residents of the Washtenaw Heights neighborhood and we live at [REDACTED] Torrey Ave. We are writing to express our support of the Lighting Project for our neighborhood, the Washtenaw Heights Residential Neighborhood. The lights will add a much needed layer of safety to our neighborhood that lies in between Washtenaw Avenue and Packard Street. Given the recent deaths of 2 adults who lived in this neighborhood when attempting to cross Packard Street, this project is greatly needed now.

The arguments of a few residents against this initiative are not sound or based on accurate information. The cost of \$18.90 per year is a minimal cost to add better visibility and safety for the residents of the neighborhood and would not cause undue hardship for the residents of the neighborhood to pay. As the lights point outward toward the main streets (Washtenaw Avenue and Packard) and not the actual neighborhood homes this will not add too much light or impact the quality of sleep for residents. The environmental impact has been grossly overstated as the lights used would be LED lights which use much lower electricity than traditional lights.

We urge you not to take the word of a few residents with false and misleading information. Please continue to move forward with approving the lighting project for the Washtenaw Heights Residential Neighborhood, as that is in the best interest of public safety.

Sincerely

, Beste [REDACTED]

Resident

[REDACTED] Torrey Ave

Electronic Mail is not secure, may not be read every day, and should not be used for urgent or sensitive issues

Hello,

We object to the special assessment by the township board. The plan seems to be unchanged and deaf to the encouragement of the public comments.

Is this sufficient to meet the in writing requirement?

[REDACTED]
kent and kellie [REDACTED]

RE: Parcel [REDACTED]
address :

- Torrey Ave .
Ann Arbor MI 48108

Dear Ms. Anzaidi:

We homeowners of the parcel list ed above at the - Torrey address responded to
OPPOSE the special assessment district for additional street lighting in Washtenaw
Heights.

Our opposition was mailed in a handwritten letter last week.

We are writing to verify that

1. **our negative vote** was received
AND

2. **will be recorded as our response to the street lighting assessment at the at
the hearing**

scheduled for September 22, 2021 Pittsfield Township Board meeting.

Xiaohon
Xiao lin

Hello,

This is the owner/manager of [REDACTED] Grant St. Ann Arbor MI. Parce [REDACTED]

Please register my full objection to the installation of the lights and any related tax. These lights should not be installed under any circumstances. This objection should be read and recorded for the meeting September 22, 2021 on this topic.

If you require further documentation from me to record my objection please advise. Thank

you, Ryan [REDACTED]

September 8, 2021

Michelle L. Anzaldi, Clerk
Pittsfield Charter Township

Dear Ms. Anzaldi:

We have owned and occupied our home at [REDACTED] Oakdale Drive (Parcel I.D. Number [REDACTED]) since 1977. We enjoy the “rural” nature of our neighborhood with its unpaved roads and numerous mature hardwood trees. We appreciate our friendly neighbors and the diversity of our Washtenaw Heights community.

We are writing to express our concerns regarding the proposed “additional and improved street lighting” project for our neighborhood:

- The proposed number of lights to be placed along Central is 11; for an “interior” neighborhood street, that seems excessive. That would illuminate a 2-lane street in a manner roughly equivalent to a major 5-lane transit corridor (e.g., Carpenter Road between Packard and Washtenaw.)
- While we appreciate that the proposed project would provide LED light fixtures, DTE has apparently not provided an option for solar powered fixtures. Many homeowners expressed this concern during the 2014 consideration of a similar project for our neighborhood; given the worsening environmental conditions that our planet is experiencing, it is remarkably irresponsible that DTE is still not prepared to provide our community with a solar powered lighting option.
- No information has been provided re: the potential for light pollution (i.e., excess illumination upward bound) from the lighting fixtures. No information has been provided as to whether the light system would operate “only as needed” (when natural light levels are low).
- While we are aware of the concern for the safety of pedestrians, bicyclists and pets, we are also aware of the fact that the presence of thirty-two, 28’ tall, bright lights will significantly change the character—the ambience of our neighborhood. Safety is important but peaceful appreciation of dark skies and night creatures is important too.

We hope that these points will be considered during tonight’s hearing. Information from this hearing should be distributed to the homeowners before any decision is taken regarding the Washtenaw Heights lighting proposal.

Sincerely yours,

John and Patricia [REDACTED]

Dear Clerk,

I am writing to oppose additional and improved street lighting within the Washtenaw Heights residential area. I am also writing to oppose the creation of a special assessment district to pay for the aforementioned street lighting.

Sincerely,

Lauren [REDACTED]

[REDACTED] Dayton Dr, Ann Arbor, MI 48108

DRAFT

FYI, For some reason my email sent below came back to me as undeliverable. I checked the email address and it appears to be correct to me. So, I am resending the message....

To whom it may concern,

I am writing as one of the residents who voted against the Washington Heights street lighting project.

Part of the reason I voted against the project is because of my enjoyment of the rural feel of our neighborhood and my enjoyment of the darkness and the accompanying night skies that are visible without light pollution. Prior to living here, we lived in NE AA near to Clague MS. The neighborhood we lived had no fences, but it had many, many streetlamps that detracted from its edge of civilization feel. The light pollution there made the neighborhood less enjoyable for me personally.

I am particularly wary of the LED lighting that is proposed since I find the LED lighting to be even more egregious because of the sharp glare associated with it. I already have several neighbors who seem to think nothing of glaring their neighbors at night because of the flood lights they employ in their backyards and their nearly horizontal aiming. The addition of a streetlight at one of the corners on Central Ave. near to my house threatens to introduce a permanent night-time glaring light into my living room, as if the steady stream of traffic through our street is not enough. At least the neighbor's lights are not automatic. If it is insisted that the lights will go in, I would ask the lights be pointed mostly downward and not be employed to light up a large surrounding area. Also, it is mentioned that lights are 136 watts. This tells very little about how bright these lights will be. It would be much more accurate to indicate how many lumens that will mean, and to give some idea of what an equivalent amount of lumens for some other common light might be. Is that the same as an airplane's flood light, or a street lamp at Kroger or what? Please be ready to show at the meeting what the light dispersion pattern will look like and some type of photo representation of how that will look, as well as a better explanation of how many lumens a 136 W LED lamp will be.

Sincerely,

Tony-

(living near Grant and Central)

Hi

As a resident of the neighborhood, I would like to publicly express that I am for the street lighting project in the carpenter neighborhood. I am a parent and my children (10 and 13) both walk to Carpenter Elementary in the morning to go to school or catch the bus to middle school. I believe that the installation of the street lights will provide both safety and assistance with navigation while walking to and from school. Additionally, given that most of our roads do not have sidewalks, this allows for a safer environment for all residents who wish to walk, bike or run in our neighborhood. I see many people walking their dogs without adequate light. Personally, I have taken the city bus from our neighborhood in the early morning and it is almost impossible to see. I know many high schoolers have that same issue. I want my children to be able to bike our neighborhood and feel safe after the sun goes down.

The small price we pay in taxes is out weighed by the safety these lights would provide.

Thank you,
Kathy

Dear Dr Grewal,

Thank you for your letter informing us of the street lighting project in Washington Heights. We live in the neighborhood and prior to receiving your letter we were uninformed about any neighborhood requests or initiatives. How should we get more in the loop?

In an effort to be more aware, we had a phone conversation with Jessica West. We really appreciate her. It is good to support the vibrancy and revitalization of the Washington Heights neighborhood. While doing that, we challenge you to recognize where we are in time and to consider 21st century infrastructure solutions.

Highland Park offers a [2021 lighting infrastructure example](#)... safety, lights, community wifi, solar, local,...wow! What do you think?

We are so excited thinking of the potential in this project. We end, for now, on that high note. Thank you.

Looking forward to a continued partnership,
kent and kellie [REDACTED]

(if the highland park link does not work in your email browser, the address is <https://nextcity.org/daily/entry/utility-reposessed-citys-streetlights-now-theyre-relighting-the-night>)

To: Michelle Anzaldi and Pittsfield Charter Township Government

I am a homeowner in the Washtenaw Heights residential neighborhood. I have received notice of the proposed project to install lighting on Packard Rd., Central, and Washtenaw. I agree that lighting would be helpful to prevent pedestrian accidents at night as it is difficult to see. I do not agree with raising the taxes of Washtenaw Heights homeowners solely for this project. Packard and Washtenaw are highly traveled roads by our entire Washtenaw county community. The burden to create a safe commute for motorists and pedestrians on these roads should not solely be financially supported by Washtenaw Heights homeowners, but the entire county budget. Property taxes have risen significantly every year, and this will just continue to add more financial burden to the homeowners of Washtenaw Heights.

Thank you for your time and

your consideration.

Catherine –

Dear Township Board of Pittsfield Charter Township,

My name is Zachary [REDACTED], a resident of [REDACTED] (Parcel # [REDACTED]) in the Washtenaw Heights neighborhood of Pittsfield Township. As my wife and I will not be able to attend the public hearing regarding the additional and improved lighting within our neighborhood on the evening of September 8th, we wanted to be certain to email our full support for the installation ahead of time.

Please allow this email to represent a virtual signature of approval for both my wife, Kc and I.

In the interest of safety within our neighborhood, I have further thoughts regarding the severe cut-through traffic we experience on Oakdale between Washtenaw and Packard. Just within the immediate vicinity of our home are four children, all below the age of 5, including our own toddler. North of our house are at least seven other children that we are aware of. The majority of our neighboring streets have had speed bumps installed gradually over time, but with each new installation, our issue is exacerbated by being one of the very few streets remaining without. Continuing the installation of speed bumps on the remaining streets, Oakdale included, would be a positive, proactive measure for Washtenaw Heights and our community as a whole. Along with the improved lighting project, slowing these drivers will lead to an even safer place for our children.

Thank you for taking the time to review our support, as well as my additional thoughts. We truly appreciate all of your effort to improve our community.

Sincerely,
Zachary and Kc [REDACTED]

DRAFT



We homeowners at [REDACTED]
[REDACTED] in Pittsfield Township within the
Washtenaw Heights neighborhood, want to
go on record to OPPOSE the special
assessment and installation of the
planned street lighting to be proposed
at the Sept. 8, 2021 public hearing.

This is our PROTEST in WRITING.

Nancy [REDACTED]

Nancy [REDACTED]

Xiaohong [REDACTED]

Xiaolin [REDACTED]

August 31, 2021

REAL ESTATE PURCHASE AGREEMENT – SHANKLE PARCEL 1 – TRIANGLE PARCEL

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of August, 2021 (the "Effective Date"), between **MILDRED SHANKLE**, a single woman, (the "Seller") and **THE CHARTER TOWNSHIP OF PITTSFIELD**, a Michigan charter township (the "Buyer"). Buyer and Seller are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller owns certain real property located in the Charter Township of Pittsfield, County of Washtenaw, State of Michigan, commonly known as 6094 Michigan Avenue (the "Real Property"), as more particularly described on Exhibit A attached hereto.

B. The Property (as defined below which includes the Real Property) is currently the subject of an eminent domain proceeding initiated in the Washtenaw County Circuit Court by the Board of County Road Commissioners for the County of Washtenaw ("Plaintiff"), docket 19-1020-CC (the "Lawsuit"). Title and possession of the property rights sought by Plaintiff have already been conveyed to Plaintiff and the Lawsuit relates to the determination of just compensation. A closing on this Agreement is contemplated to be a part of the settlement of the Lawsuit.

C. Buyer desires to buy from Seller and Seller desires to sell the Property under the terms and conditions contained below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, Buyer and Seller agree as follows:

AGREEMENT

1. **PURCHASE AND SALE.** Subject to the terms and conditions herein contained and with the acknowledgment by Buyer that the promise to convey any of the items listed below is not an indication that such items actually exist, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the following property, subject to easements, zoning, restrictions and other matters of record (collectively the "Property"):

- (a) The Real Property described on the attached Exhibit A;
- (b) All buildings, structures and improvements now or in the future located or erected on the Real Property (collectively the "Improvements"), if any;
- (c) All right, title and interest of Seller in and to: (i) all public or private streets, roads, or alleys, adjoining or abutting the Real Property; (ii) any and all strips and gores of land adjoining the Real Property; and (iii) all the estate, rights, privileges, easements and appurtenances belonging or in anywise appertaining to the Real Property or the Improvements;
- (d) All fixtures owned by Seller located on and used in connection with the Real Property and the Improvements including, but not limited to, all lighting fixtures, plumbing fixtures, heating and air conditioning equipment, all cranes, rails and other items affixed to and part of the Improvements; and

480


(e) All personal property of Seller used in the operation of the Real Property (the "Personal Property").

2. PURCHASE PRICE; DEPOSIT.

(a) The purchase price for the Property shall be Six Hundred Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$627,500.00; the "Purchase Price"). The Purchase Price shall be subject to such prorations, credits, allowances or other adjustments as provided for in this Agreement.

(b) The Purchase Price plus or minus any adjustments permitted herein, shall be paid in full at closing by wire transfer or certified funds.

(c) Within three (3) days of its receipt of a fully executed copy of this Agreement from the Seller, Buyer shall deposit with Absolute Title, Inc., 2875 W. Liberty Rd., Ann Arbor, MI 48103 (the "Title Company"), the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit"), as an earnest money deposit to be applied toward the Purchase Price due and payable by Buyer to Seller under this Agreement or otherwise disposed of as further provided in this Agreement.

3. TIME OF CLOSING/PLACE OF CLOSING. If title to the Property can be conveyed in the condition required under this Agreement, subject to the other terms and conditions hereof, Buyer and Seller agree to consummate the transactions contemplated herein (the "Closing") on a date mutually agreed upon by the Parties, but not later than December 31, 2021, unless otherwise agreed in writing, (the "Closing Date"). The Closing shall take place at the office of the Title Company. Notwithstanding the forgoing, the parties agree that the Closing may take place in escrow with the deposit of all required closing documents and the wire transfer of all closing funds from Buyer on or before the Closing Date.

4. COMMITMENT FOR TITLE POLICY AND SURVEY.

(a) Within ten (10) days following the Effective Date, Buyer shall procure a complete commitment for an owner's extended policy of title insurance (the "Title Commitment") issued by the Title Company, in an amount equal to the Purchase Price. Buyer shall pay the premium for the Title Company to deliver to Buyer at the Closing a "marked up" title commitment (or, at Buyer's election, a pro forma owner's title insurance policy) for an owner's policy of title insurance showing title in the manner required hereunder: (i) with standard exceptions; and (ii) in the amount of the Purchase Price (the "Title Policy"). In the event that Buyer desires to have a title insurance policy without standard exceptions, the cost of the survey required for the Title Company to provide a title insurance policy without standard exceptions shall be borne by Buyer, as set forth below in 4(b). Seller will cooperate in providing the Title Company with an owner's affidavit and any other reasonable documentation in its possession or control needed to remove the standard exceptions on the title commitment, to the extent such affidavit and documentation do not add to, expand or extend Seller's representations in this Agreement. The cost of the title search, the issuance of the Title Commitment and the issuance of the Title Policy shall be Buyer's expense, including the cost of any endorsements to the Title Policy that "insure over" defects in Seller's title or otherwise cure Buyer's objections to title, or the cost of any other endorsements to the Title Policy which Buyer desires that are available at an additional expense shall be at Buyer's cost.

(b) Buyer may procure, at its option and with no obligation to do so, at Buyer's cost, an ALTA/ACSM survey of the Property (the "Survey"). The legal description of the Property as set forth in the Survey shall be used in all conveyance documents.

5. **TITLE OBJECTIONS.** Buyer shall have ten (10) Business Days after Buyer's receipt of the Title Commitment with complete, legible copies of the underlying documents within which to deliver written notice to Seller of any objections to the status of Seller's title to the Property. If any such objection(s) to the Title Commitment are timely made, Seller shall have ten (10) Business Days from the date such written objections have been delivered to Seller to: (i) remedy the objections to Buyer's satisfaction (or agree in writing to have same remedied at or before Closing); (ii) obtain title insurance over the objections satisfactory to Buyer; or (iii) terminate this Agreement, and the Deposit shall be returned to Buyer, in which event neither Party shall have any further liability to the other except for those liabilities that survive termination as provided herein, provided, however, any lien or encumbrance which can be cured by the payment of money shall be so cured on or before Closing and the Seller shall not have a right to terminate their Agreement as a result of such item. Notwithstanding the foregoing, Buyer shall have the right, within five (5) days after Seller's termination of this Agreement as provided above in this Section, to waive in writing such objections and continue this Agreement in force. If Seller does not terminate this Agreement or agree in writing to have such objections remedied at or before Closing, then if Seller is unable or unwilling to remedy the objections or obtain title insurance over the objections within Seller's five (5)-day period specified above, then, (unless Buyer chooses to waive such objections during its five (5)-day period to so waive above), Buyer may, at its option, upon written notice to Seller given within five (5) days of the expiration of Seller's period above, terminate this Agreement, and the Deposit shall be returned to Buyer, in which event neither Party shall have any further liability to the other under this Agreement, except as set forth in herein. If Buyer does not terminate this Agreement, it will be deemed to have accepted such title matters objected to and the same shall be Permitted Exceptions as defined herein. If, within the time period specified above, Seller remedies the objections or obtains title insurance over the objections reasonably acceptable to Buyer, Buyer agrees to proceed under the terms of this Agreement, subject to the satisfaction of the remaining contingencies and the remaining conditions to Closing set forth herein. All easements, restrictions and other matters of record; public and utility easements; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes not yet due and payable; special and other assessments for improvements payable in installments, any matter disclosed on the Title Commitment or the Survey which Buyer has not objected to, has been remedied by Seller as provided above or with respect to which objection has been waived or deemed accepted by Buyer, shall be deemed "Permitted Exceptions." No interest of any tenant or other occupant shall be considered a Permitted Exception (except for such leases that will be terminated at or before Closing) and Buyer shall be deemed to have objected thereto (whether or not written notice of such objection is provided). If the Title Commitment is substantively amended or supplemented with new exceptions (not as a result of Buyer's acts) after Buyer has submitted its objections (except for taxes and/or installments of assessments becoming due or which are a lien), the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby.

6. **POSSESSION.** Seller shall deliver, and Buyer shall accept, possession of the Property at Closing free of any and all tenants or other occupants; and in connection with such delivery, Seller shall give Buyer all keys, access codes and cards, security codes and the like to the Property and the Improvements, if any. At or before Closing, Seller and each current tenant of the Improvements, if any, shall execute mutual terminations and release of leases.

7. **TAXES, ASSESSMENTS, PRORATED ITEMS, RECORDING FEES.**

(a) Any real property taxes shall be prorated and adjusted, Buyer to have the last day, to and including the Closing Date. Real property taxes shall be prorated according to the custom in the locality where the Property is located. Taxes, penalties and interest for all prior years shall be paid by Seller. All general or special assessments payable in installments on the Property which are billed or become due and payable on or before the date of Closing shall be paid in full by Seller. Any late fees, penalties or interest relating to taxes or assessments due before the date of Closing shall be solely Seller's responsibility and not subject to proration hereunder.

(b) Water bills and sewer bills and other utility charges, rates, rents, and other costs shall be paid by Seller up to, but not including, the Closing Date, and an escrow shall be created for same at Closing, or in lieu thereof, final reading(s) and billing(s) to Seller shall occur on the Closing Date, with Buyer responsible for the Closing Date.

(c) Any transfer taxes relating to the sale of the Property shall be paid by Seller on the Closing Date and both Parties agree to execute any tax forms required in connection therewith.

(d) Buyer shall pay all recording fees for the Deed (as defined herein), and Seller shall pay all recording fees with respect to any documents required to be recorded in order to permit Seller to convey to Buyer title to the Property in the condition as required hereunder.

(e) Buyer shall be responsible for all closing fees charged by the Title Company.

8. **INSPECTION PERIOD.** Buyer shall have one hundred twenty (120) days following the Effective Date (the "Inspection Period") to inspect and investigate the physical condition of the Improvements and all other aspects of the Property, at Buyer's sole cost and expense. Buyer's right to inspect and investigate the Property shall include the right to conduct (or cause the conduct of) an environmental investigation of the Real Property (which may include Phase I and Phase II environmental site assessments. Prior to conducting any Phase II Environmental site assessment, the Buyer shall deliver to Seller a copy of a certificate of insurance confirming the existence of an insurance policy listing the Seller as an insured insuring damage to the Real Property as a result of such assessments. Buyer shall not unreasonably interfere with operations on the Property while conducting such inspections. Buyer shall provide reasonable advance notice to Seller by telephone of Buyer's on-site inspections and investigations, and Buyer shall schedule such inspections during non-business hours if requested by Seller. The rights granted to Buyer hereunder may be exercised by Buyer and/or its consultants and contractors and their respective agents and employees (collectively the "Buyer Representatives"). Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, damages, injuries, claims, and liabilities ("Damages") arising out of Buyer's acts or omissions or those of the Buyer Representatives that may arise out of their entry or activities on the Property. Any and all test results obtained shall be kept confidential by Buyer, except as necessary for Buyer to distribute to its Board of Trustees, Township Supervisor and his/her designees, lenders and professional representatives, who Buyer agrees will hold same confidentially and not disclose same to any other person or entity. Seller agrees to cooperate fully with Buyer's reasonable requests for information, data, documents, and access to the Property as necessary or desirable for Buyer's due diligence. Buyer's obligations under this Section shall survive any termination of this Agreement.

Buyer may, in its sole and absolute discretion, for any reason, or for no reason, elect at any time on or prior to the expiration of the Inspection Period, to terminate this Agreement by providing written



notice thereof to Seller (a "Termination Notice") delivered to Seller during the Inspection Period at which time this Agreement shall be deemed terminated and neither Party shall have any further liability to the other under hereunder, except as set forth herein. At any time on or prior to the expiration of the Inspection Period, Buyer may provide written notice to Seller that Buyer is satisfied with its due diligence inspection of the Property (the "Satisfaction Notice") in which event the Parties shall proceed to Closing, subject to the conditions set forth herein. In the event that Buyer fails to provide Seller with either a Termination Notice or Satisfaction Notice on or prior to the expiration of the Inspection Period, then it shall be deemed that Buyer has provided Seller with a Termination Notice.

9. **CONDITIONS PRECEDENT.**

(a) Buyer's obligation to purchase the Property and to pay the Purchase Price and to make the closing deliveries required under this Agreement is expressly subject to the satisfaction of the following conditions precedent:

(i) On the Closing Date, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant to have been performed by Seller under this Agreement within the time specified

(ii) On the Closing Date, except for the Lawsuit, there shall be no litigation, arbitration, administrative hearing and/or proceeding pending, seeking: (A) to enjoin the consummation of the transactions contemplated hereunder or cause the transactions contemplated hereunder to be rescinded after consummation thereof; (B) to recover title to the Property, or any part thereof or any interest therein; or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance on the Property.

(iii) Buyer shall have received all such instruments and documents as Buyer's counsel shall reasonably require and timely request to the extent same are customary in transactions of this kind to establish the power and authority of Seller to execute and deliver this Agreement and to carry out Seller's obligations hereunder

(iv) Seller shall have made all of the closing deliveries required under the terms of this Agreement.

(v) Buyer shall have delivered to Seller a Satisfaction Notice.

(vi) Any leases or occupancy agreements with respect to the Property have been terminated.

Buyer may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement. In the event that Closing has been consummated, then all remaining unsatisfied conditions precedent shall be deemed to have been waived.

(b) Seller's obligation to sell the Property and to make the closing deliveries required under this Agreement is subject, without limitation, to the satisfaction of the following conditions precedent:

(i) Payment of the Purchase Price by Buyer to Seller on the Closing Date, plus or minus any prorations or adjustments applicable herein.

(ii) On the Closing Date, all of Buyer's representations and warranties shall be true and correct and Buyer shall have performed in all material respects each covenant to have been performed by Buyer under this Agreement within the time specified.

(iii) Seller shall have received all such instruments and documents as Seller's counsel shall reasonably require and timely request, to the extent same are customary in transactions of this kind, to establish the power and authority of Buyer to execute and deliver this Agreement and to carry out Buyer's obligations hereunder.

(iv) Buyer shall have made all of the closing deliveries required under the terms of this Agreement.

Seller may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement.

10. **CLOSING DOCUMENTS.**

(a) On or before the Closing Date, Seller shall deliver the following (which shall be executed by Seller, and such other party, or parties, as may be designated therein and where required acknowledged):

(i) A Warranty Deed (the "Deed"), conveying the Real Property to Buyer and a Real Estate Transfer Valuation Affidavit regarding the Property.

(ii) INTENTIONALLY OMITTED (No Fixtures).

(iii) INTENTIONALLY OMITTED (No Personal Property)

(iv) INTENTIONALLY OMITTED (No leases)

(v) A certificate of Seller confirming the truth and correctness of all representations and warranties of Seller set forth in Section 15(a) hereof from the Effective Date to, and as of, the Closing Date.

(vi) A closing statement and such other documents as may be reasonably required by the Title Company.

(vii) INTENTIONALLY OMITTED (No Improvements with keys)

(b) On the Closing Date, Buyer shall deliver the following:

(i) The Purchase Price to the Seller.



(ii) A certificate of Buyer confirming the truth and correctness of all representations and warranties of Buyer set forth in Section 15(b) hereof from Effective Date to, and as of, the Closing Date.

(iii) Authorizing resolutions of the Buyer.

(iv) A closing statement and such other documents as may be reasonably required by the Title Company.

11. **DEFAULT; TERMINATION.** In the event of a default by Seller hereunder following the expiration of five (5) Business Days' advance notice and opportunity to cure, Buyer shall be entitled to elect one of the following remedies as its sole and exclusive remedy: (a) termination of this Agreement; or (b) the right to seek specific performance.

12. **NOTICES.** Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) in person or (b) delivered by overnight delivery service (including any express mail or overnight delivery service). Any notice, demand, or other communication given by overnight delivery service for next Business Day delivery shall be deemed given on the date of deposit with the overnight carrier for next Business Day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered to the address of the Party to whom it is addressed as stated below.

If to Seller:

with a copy
(which shall not constitute notice) to:

Mildred Shankle
51658 Colonial Dr.
Shelby Twp., MI 48316
Clark Hill, PLC
151 South Old Woodward
Suite 200
Birmingham, MI 48009
Attn: Stephon Bagne, Esq.
Email: sbagne@clarkhill.com

If to Buyer:

Charter Township of Pittsfield, Michigan
6201 W. Michigan Ave.
Ann Arbor, MI 48108-9721

with a copy
(which shall not constitute notice) to:

Fink & Fink PLLC
320 North Main Street
Suite 420
Ann Arbor, MI 48104
Attn: James A. Fink, Esq.
Email: james.fink@finkandfink.com

and

Foster, Swift, Collins & Smith PC
28411 Northwestern Highway, Suite 500

CS


Southfield, MI 48034
Attention: Brian J. Renaud, Esq.
Email: brenaud@fosterswift.com

13. **GENERAL PROVISIONS.** The pronouns and relative words herein used are written in the masculine and singular only. If more than one person or entity joins in the execution hereof as Seller or Buyer, or either Party is of the feminine sex or an entity, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective Parties.

14. **ADDITIONAL DOCUMENTS.** Each Party agrees to execute any additional documents reasonably requested by the other Party to carry out the intent of this Agreement.

15. **SELLER'S AND BUYER'S REPRESENTATIONS, WARRANTIES AND DISCLOSURES.**

(a) To the best of Seller's actual knowledge without independent investigation, Seller represents, warrants and discloses to Buyer that both as of the Effective Date and the Closing Date:

(i) Only with regard to the period of time in which Seller has owned the Property, all business operations on the Property have been conducted in compliance with and are not in violation of any certificates, licenses, approvals, registrations and authorizations required under Environmental Laws applicable to the Property, and no notice, citation, summons or order has been issued to or received by Seller from any governmental authority or agency with respect to an alleged violation of any Environmental Laws at the Property.

"Environmental Law(s)" means all federal, state or local laws, rules, regulations, statutes, ordinances, regulating human health or safety, industrial hygiene or environmental conditions, protection of the environment, pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*, the Hazardous Substances Transportation Act, 49 U.S.C. §1801 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1321 *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* and any State counterparts, including but not limited to Part 201 of the Natural Resources and Environmental Protection Act (MCL §324.20101 *et seq.*).

(ii) Seller owns the Property and has all rights to sell the Property to Buyer in accordance with the terms of this Agreement and the obligations of Seller herein contained and contemplated hereby are and will be binding and enforceable on Seller.

(iii) Seller has not received any written outstanding court order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Seller which restricts the ability of Seller to sell the Property to Buyer in accordance with the terms of this



Agreement. Buyer acknowledges that this Agreement is being consummated in contemplation of the settlement of the Lawsuit.

(iv) Seller has not received a written notice of any pending or threatened condemnation of the Property, except for the Lawsuit.

(v) From the Effective Date to the Closing Date, Seller shall not transfer any of the Property, grant any options to purchase in connection therewith or related thereto, or affirmatively create any easement or mortgage the Real Property.

(vi) There are no leases, service contracts, management agreements or other similar contracts, to which Seller is a party to with respect to the Property that will be binding on Buyer that will not be terminated at Closing.

(vii) Seller has not been served with any written notices of intention to claim a construction lien against the whole or any part of the Real Property.

(viii) There are no known attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws filed by Seller with respect to the Property.

(ix) Neither this Agreement, nor any document or instrument to be signed by Seller in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(x) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder.

(xi) The Property has not been assigned or conveyed to any party. Seller shall, at Closing, have the right to convey the Property pursuant to the terms of this Agreement. No person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Property.

(xii) There are no known judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property, except the Lawsuit.

overnight delivery service. The Parties have executed this Agreement the day and year first above written.

34. **BROKERS.** Each of Buyer and Seller represent and warrant to the other that they have not been contacted, contracted with or entered into any agreement with any real estate broker or agent in connection with the sale of the Property, and agree to indemnify each other for any commission claims asserted by any broker or real estate salesperson.

35. **DELIVERIES.** Seller has no reports or other typical deliveries required by a purchase agreement of this nature.

36. **EXCLUSIVITY.** From the Effective Date until this Agreement is properly terminated (or such longer period as negotiations between the Buyer and Seller are continuing), the Seller shall negotiate exclusively with the Buyer with respect to the Property and neither the Seller nor any person acting on the Seller's behalf shall directly or indirectly solicit, encourage or accept any offer from, or conduct any negotiations with, or provide any information to, any person concerning the direct or indirect acquisition of the Property (or any interest therein) by any party other than the Buyer.

Parties have executed this Agreement as of the date and year first written above.

SELLER:

MILDRED SHANKLE



By: _____

Mildred Shankle

BUYER:

**CHARTER TOWNSHIP OF PITTSFIELD,
MICHIGAN**

By. _____

Its: _____



EXHIBIT A

Legal Description of the Real Estate

Land situated in the Township of Pittsfield, County of Washtenaw, State of Michigan, described as follows:

Beginning at the Northwest corner of Section, thence East 869.90 Feet in the North Line of Section to the center of the highway; thence Southwesterly along the center of the highway to a point in the West line of Section, thence North to place of beginning, excluding 0.123 Acres deeded to MSHC, being part of the Northwest Quarter of Section 26, T3S, R6E, 3.63 Acres.

Commonly known as: 6094 Michigan Avenue
Tax Identification No.: L-12-26-200-003

