



10405 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
Phone: 810.231.1000 ♦ Fax: 810.231.4295  
www.hamburg.mi.us

## EXCERPT FROM HAMBURG TOWNSHIP MUNICIPAL UTILITIES COMMITTEE MEETING MINUTES

To the attention of: Patrick J. Hohl, Hamburg Township Supervisor  
Hamburg Township Board of Trustees

Re: **Murie Glen Development – Request for Pre-Paid Sewer Tap Refund**

Please be apprised of this excerpt from the ☒Unapproved ☐Approved Minutes of the Meeting  
of the Hamburg Township Sewer Committee:

Date of Meeting: June 12<sup>th</sup>, 2024

Sewer Committee Members Present: Hohl, Hahn, Michniewicz

Sewer Committee Members Absent: None

Text of Motion: MOTION BY HOHL, SUPPORTED BY MICHNIEWICZ TO  
RECOMMEND TO THE BOARD TO REFUND THE PRE-PAID  
SEWER TAP FEES IN THE AMOUNT OF \$127,500.00 TO BIG SKY  
DEVELOPMENT AS REQUESTED BY THE BUILDER.

Ayes: Hohl, Hahn, Michniewicz Absent: None Nays: None

MOTION CARRIED.

State of Michigan }  
County of Livingston }  
Township of Hamburg }

I, BRITTANY K. CAMPBELL, Hamburg Township Utilities Coordinator and recording  
secretary to the Municipal Utilities Committee, do hereby certify that the foregoing is a true and  
correct excerpt of the Minutes of the aforementioned Regular/~~Special~~ Meeting of the Hamburg  
Township Municipal Utilities Committee.

 Date: June 12<sup>th</sup>, 2024  
BRITTANY K. CAMPBELL  
HAMBURG TOWNSHIP UTILITIES COORDINATOR



3679 Rose Ann Dr  
Brighton, MI 48114

---

May 28, 2024

Brittany Campbell  
Utilities and Special Project Coordinator  
Hamburg Township  
10405 Merrill Rd.  
Whitmore Lake, MI 48189

RE: Sewer tap Refund Murie Glen

I am requesting a refund to Big Sky Development for the Sewer Tap fees in the amount of \$127500.00 that was paid to Hamburg Township on August 26, 2022. This project is not moving forward.

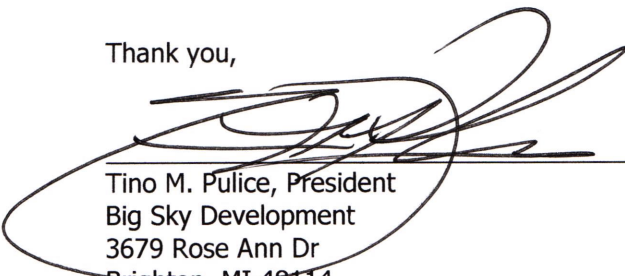
- I have attached a Letter from CL48 Attorney on May 17, 2024, to Hamburg Township requesting these funds be refunded directly to Big Sky Development.

Also, per your request, the necessary documents demonstrating the payment chain and that these funds be refunded directly to Big Sky Development.

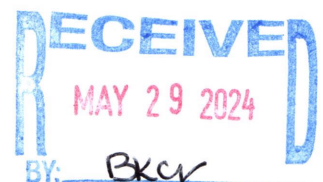
- Email from CL48 to Big Sky Development on August 22, 2022, requesting wire in the amount of \$127500.00 to purchase sewer taps for Murie Glen
- Email From Big Sky Development to CL48 on August 23, 2022, stating instructions to wire \$127500.00 to CL48 for said Murie Glen sewer taps.
- Proof of Wire in the amount of \$127500.00 from Big Sky Development to CL48 on August 23, 2022 for said Murie Glen sewer taps
- Letter and copy of receipt on August 26, 2022, From Hamburg Township indicating receiving \$127500.00 for said Murie Glenn Sewer taps.

Please feel free to contact me directly (810) 459-3400 with any questions you might have

Thank you,

  
Tino M. Pulice, President  
Big Sky Development  
3679 Rose Ann Dr  
Brighton, MI 48114  
bigskybuilder@comcast.net  
License #2102160693

5/29/24  
Date





DETROIT LAW PARTNERS

2000 TOWN CENTER, SUITE 1500  
SOUTHFIELD, MICHIGAN 48075-1148

TELEPHONE (248) 353-7620  
FACSIMILE (248) 353-3727

MARK S. COHN  
ALAN M. STILLMAN  
MICHAEL N. SANTEUFEMIA  
HENRY M. NIRENBERG, LL.M.  
TOVA G. SHABAN  
RONALD L. CORNELL, JR.<sup>1</sup>

MICHAEL D. MEZEY  
BRADLEY F. SCOBEL  
KIMBERLY M. HUSTON  
ALEXANDER G. DOMENICUCCI  
DUNCAN P. OGILVIE

DAVID T. LIN<sup>2,3</sup>  
SCOTT G. WALLACE<sup>1</sup>  
H. NATHAN RESNICK  
TREVOR J. WESTON  
NICOLAS CAMARGO  
OWEN J. FRANKS

OF COUNSEL  
DAVID C. MAY  
BARRY M. ROSENBAUM

<sup>1</sup> ALSO MEMBER OF NORTH CAROLINA BAR  
<sup>2</sup> ALSO MEMBER OF ILLINOIS BAR  
<sup>3</sup> ALSO MEMBER OF FLORIDA BAR

May 17, 2024

Brittany Campbell  
Utilities & Special Projects Coordinator  
Hamburg Township  
10405 Merrill Rd.  
Whitmore Lake, MI 48189

RE: Sewer Tap Fee Refund

Ms Campbell:

My law firm represents CL 48, LLC.

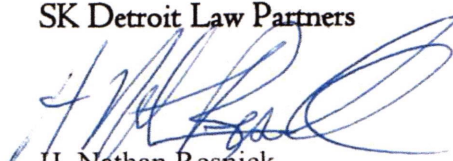
My client is requesting a refund for the sewer tap fees in the amount of \$127,500.00 pertaining to the Murie Glenn project that was paid to Hamburg Township on August 26, 2022.

Please refund this amount of \$127,500.00 directly to Big Sky Development.

If you have any questions, please do not hesitate to contact me.

Sincerely,

SK Detroit Law Partners



H. Nathan Resnick

HNR/tls

**From:** Jeff Wilkerson <jwilkerson@a2collab.com>  
**Sent:** Monday, August 22, 2022 10:47 PM  
**To:** Tino Pulice  
**Subject:** Sewer Tap Fees

Tino,

Please let this email serve as acknowledgement that upon receipt of your pending wire transfer in the amount of \$127,500.00 that your obligation to purchase the 51 sewer taps in Murie Glen, Hamburg Township will be fulfilled as per our option/sales agreement.

Thank you.

Best,

Jeff



**bigskybuilder@comcast.net**

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**From:** bigskybuilder@comcast.net  
**Sent:** Tuesday, August 23, 2022 6:36 AM  
**To:** 'Domini Zatroch'  
**Cc:** 'Jeff Wilkerson'  
**Subject:** FW: Sewer Tap Fees

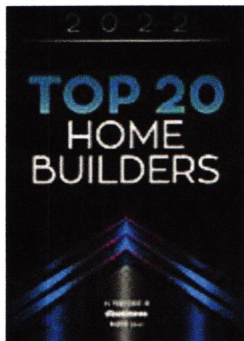
Domini – OK to wire \$127500.00 (out of TCF) for sewer taps in Murie Glen

Jeff (he is copied in email) would like you to wire to him as you did before – contact him if you need wire instructions

Email this to me when done to confirm

Thanks

*Tino M. Pulice, President*  
*Big Sky Development*  
*(810) 459-3400*  
[www.bigskydev.com](http://www.bigskydev.com)



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**From:** Jeff Wilkerson <jwilkerson@a2collab.com>  
**Sent:** Monday, August 22, 2022 10:47 PM  
**To:** Tino Pulice <bigskybuilder@comcast.net>  
**Subject:** Sewer Tap Fees

Tino,

Please let this email serve as acknowledgement that upon receipt of your pending wire transfer in the amount of \$127,500.00 that your obligation to purchase the 51 sewer taps in Murie Glen, Hamburg Township will be fulfilled as per our option/sales agreement.

Thank you.

8/23/22, 9:29 AM

Essentials::Wire Draft Form Final



IMAD 08230487461000379

01368541378



HB13739



USD127500.00



The Huntington National Bank Wire Transfer Request Form

Wire Type:

Request Type: In Person

Customer Type: Business

Today's Date: 08/23/2022

Time: 09:26:37 AM

Branch Information:

Branch Representative: KRISTINA PHILLIPS

Branch Phone Number: 810/503-9111

Branch: HARTLAND-BR3118

Branch Rep Email: KRISTINA.PHILLIPS@HUNTINGTON.COM

Interoffice Mail Code: SMHDB

Customer Information:

Customer Account Name: BIG SKY DEVELOPMENT INC

Customer Account Initiator: DOMINI ZATROCH

Customer Physical Address: 3679 ROSE ANN DR

Customer City: BRIGHTON

Customer State/Zip Code: MI 48114

Customer Phone Number: 810-923-0098

Customer ID Type: UNEXPIRED U.S. DRIVER'S LICENSE WITH PHOTO

Customer ID Number: Z362149085765

ID Issuing Agency: MICHIGAN

Wire Type: Fed Wire

Purpose: Business

Effective Date of Wire Transfer: 08/23/2022

Customer Verification and Source of Funds:

Debit HNB account: 01368541378

HNB account type: DDA

Available Balance: ~~01368541378~~

Beneficiary (Recipient) Information:

Bank ID: 043000096

Bank Name: PNC BANK

Bank Address:

Bank City:

Bank Country:

Branch Name:

Bank Code:

Intermediary Bank:

Beneficiary Account Name: CL-48 PROPERTIES

Beneficiary Account Address:

Beneficiary Account Number: 4120758607

Purpose for the wire: SEWER TAPS MURIE GLEN

Special instructions from OBI:



HAMBURG TOWNSHIP  
10405 MERRILL RD  
HAMBURG, MI 48139  
Phone : (810) 231-1000

HAMBURG TOWNSHIP  
Date 08/26/2022 11:46:23 AM  
Ref MURIE FLEN 51 TAPS  
Receipt 1275711



Received From: CL48 PROPERTIES  
Date: 08/26/2022 Time: 11:46:23 AM  
Receipt: 1275711  
Cashier: CashMan

ITEM REFERENCE	AMOUNT
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MISC MISCELLANEOUS RECEIPTS

MURIE FLEN 51 TAPS	\$127,500.00
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TOTAL	\$127,500.00
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Check 1086	\$127,500.00
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Total Tendered:	\$127,500.00
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Change:	\$0.00
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and Connection Review.

Jeff Wilkerson, CL48 Properties, LLC, for sanitary service, we offer

CL48 Properties, would like to extend Hamburg Township's sewer  
nit Development known as Murie Glen so it can be served by a  
not located in a specific sanitary sewer Special Assessment District  
ection Fee of \$2,500 for each Residential Equivalency Unit (REU).

Based on review of the plans, each of the 51 lots should be assigned one REU for a total connection fee of \$127,500. In order to secure the reduced connection fee, the Developer may choose to purchase all 51 taps in advance as part of the Sewer Extension Agreement. Taps purchased at a later date will be at the rate determined by the Township Board at the time the tap is purchased. If the Developer sells the lots without a pre-paid sewer tap the Purchaser will be charged at the direct connection fee of \$4,500.00 per REU pursuant to Hamburg Township Ordinance No. 69H. Please see attached REU calculations dated September 15, 2021.

The sewer system will be extended by construction of a gravity sewer system and pump station for the development. The force main from the new pump station will connect into the existing 4" pressure main located on Shadbush Trail within the Mystic Ridge Subdivision. Midwestern Consulting Inc has designed the gravity collection system. IMEG will provide the design of the pump station for construction by the developer.

The installing contractor will require approval by the Township Municipal Utilities Committee prior to construction and need to meet warranty and insurance requirements. C&E Construction, Inc, a Township approved contractor, provided a quotation to construct the gravity portion of the extensions. The quote is attached and summarized as follows:

Construction of Sanitary and Force Main excluding pump station	\$481,000
Additional cost for sand back fill if site material not acceptable	\$431,000
Pump Station (IMEG estimate)	\$240,000

The extension and pump station will require a Michigan Department of Environment, Great Lakes, and Energy Part 41 Permit.



## Engineer's Opinion of Probable Construction Cost

### EXHIBIT B

#### Connection to Low Pressure Sewer System

Job Address: Murie Glen Subdivision  
Tax I.D. #: 15-35-300-044  
Owner: CL48 Properties, LLC  
Mailing Address 2370 East Stadium, Ann Arbor, MI 48104  
Phone: Day: (989) 529-5858 Cell Phone: (989) 529-5858  
Date: August 26<sup>th</sup>, 2022

Item	System Cost
Construction Costs (Contractor _____)	
• Sewer Main line Extension/Engineering Review Fees	\$ _____
• Install Grinder Pump Station (GPS) - (Tie into the grinder pump station control panel)	\$ _____
• 1-1/2" Discharge Pipe – Open Cut or Directional Bore; (Includes curb stop, check valve and all related materials).	\$ _____
(_____ L.F. at \$_____/L.F.)	
• Lateral Sewer Connection	\$ _____
• Equipment Mobilization	\$ _____
• Restoration of Property (Grass Seed, Straw, etc.)	\$ _____
• Restoration of Gravel Road surface	\$ _____
• Electrical Service for Grinder Pump Station (From Control Panel to Structure) (Optional – MUST be completed by a licensed electrician, requires permit.)	
Residential Structure – Tie into electrical supply from existing meter box	\$ _____
Residential Structure – Tie into electrical supply from existing circuit panel	\$ _____
Commercial Structure – Tie in price to be agreed upon with Contractor	\$ _____
• 4" Building Sewer Pipe (connection to GPS)-(Optional - may be completed by Homeowner)	\$ _____
* Current Pricing from Contractor is: New Construction \$609.00 up to 10 ft., \$25.20/ft over 10ft.	
• Abandon Septic Tank - (Optional - may be completed by Homeowner)	\$ _____
* Current Pricing from Contractor is: Existing Structures \$1,522.50 up to 10 ft., \$25.20/ft. over 10 feet. Includes 4" building sewer connection into grinder pump station.	
<b>Subtotal Construction Costs</b>	\$ _____
<b>Materials &amp; Services Provided by Township</b>	
• Administration*	\$ _____
• MI DEQ Permit # _____ Issue Date: _____	\$ _____
• Grinder Pump Station System	\$ _____
• Direct Connection Charge	\$ _____
• Indirect Connection Charge (51 REUs x \$2,500.00/REU)	\$ <u>127,500.00</u>
<b>Subtotal Mtl. &amp; Serv. Provided by Township</b>	\$ <u>127,500.00</u>
<b>TOTAL</b> (to be paid prior to starting Installation)	\$ <u><u>127,500.00</u></u>

\* Administration includes: Easement Preparation & Recording; Engineering for GPS Location; Contractor and Supplier Coordination; Inspections; Permanent Records; System Activation.



HAMBURG TOWNSHIP  
10405 MERRILL RD  
HAMBURG, MI 48139  
Phone : (810) 231-1000

Received From: CL48 PROPERTIES  
Date: 08/26/2022 Time: 11:46:23 AM  
Receipt: 1275711 \*\*\* REPRINT \*\*\*  
Cashier: CashMan

ITEM REFERENCE	AMOUNT
-----	
MISC MISCELLANEOUS RECEIPTS	
MURIE FLEN 51 TAPS	\$127,500.00
-----	
TOTAL	\$127,500.00
Check 1086	\$127,500.00
Total Tendered:	\$127,500.00
Change:	\$0.00

**CL48 PROPERTIES LLC**

2370 E STADIUM BLVD STE 305  
ANN ARBOR, MI 48104-4811

09-18

1086

6-12/410  
696

DATE 8-26-2022

CHECK ARMOR  
FRAUD PROTECTION

PAY  
TO THE  
ORDER OF

Hamburg Township

\$ 127,500.00

One Hundred Twenty Seven Thousand Five Hundred  
DOLLARS

Photo  
Safe  
Deposit  
Details on back

 **PNCBANK**

PNC Bank, N.A. 070

FOR

51 Sewer Tap Fees  
Murie Glen - Hamburg Twp

Jeff Walker

⑈001086⑈

## SEWER EXTENSION AND CONNECTION AGREEMENT

THIS AGREEMENT dated September 2<sup>nd</sup>, 2022 by and between the **TOWNSHIP OF HAMBURG**, a Michigan General Law Township (hereafter called "Township"), with offices located at 10405 Merrill Road, Hamburg, MI 48139, and **CL48 PROPERTIES, LLC**, a Michigan corporation, (hereafter "Owner") whose address is 2370 East Stadium, Ann Arbor, MI 48104. The following is a recital of the facts and conditions underlying this Agreement:

### WITNESSETH:

The Township owns and operates a sanitary sewer collection and disposal system within the Township and provides sanitary sewer service to various areas within the Township (the "Township System").

The Township Code of General Ordinances, Chapter 14, Section III., Wastewater Treatment and Administration, as amended (collectively, the "Ordinance"), establish the Township Sanitary Sewer System and set forth the requirements for connection, terms and conditions for sewer connections and service applicable to all users of the Township System.

The Owner is in the process of developing a condominium project to be known as Murie Glen (the "Condominium") consisting of Fifty-One (51) residential units on the real estate more particularly described in **EXHIBIT A** attached hereto (the "Property").

The Owner has requested and the Township has agreed to extend the Township System to provide sanitary sewer service to Fifty-One (51) condominium units on Property for the benefit of the Condominium.

Further, in order for the Property to be connected to the Township System, an infrastructure collection system and supporting components must be constructed on the Property (collectively, the "Collection System").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The foregoing recital of facts and conditions is incorporated herein by reference.
2. The Township agrees to provide sufficient capacity for sanitary sewer service to the Owner for Fifty-One (51) condominium units or their equivalent.
3. In exchange for the Extension and Connections being made available for the Condominium, the Owner shall pay the Township the sum of \$47,500.00 for any and all engineering costs and expenses associated with any review, design, support, coordination, inspection, witnessing of testing, provision of equipment and materials, and approval and acceptance of the Owner System as part of the Township System pursuant to the Engineers Opinion of Probable Construction Costs attached hereto as Exhibit B. Construction inspection by the Township Engineer shall be limited to a duration of 31 days at 8 hours per day (248 hours) of construction time on site as well as attendance at the preconstruction meeting. Owner hereby agrees to be solely responsible for the immediate payment of any cost overruns.
4. In addition to the expenses and costs set forth in Paragraph 3, the Owner shall, at its sole cost and expense, (i) construct the Extension and Collection Systems on the Property pursuant to all engineering drawings in accordance with the Township's specifications; (ii) retain and pay all contractors necessary to install all necessary pipes, conduit, grinder pump systems, service laterals, electrical and other fixtures and equipment necessary to construct the Sewer Extension and Collection System on the Property; and (iii) have the Extension and Collection System constructed per the drawings specifications, review and approval of the Township. Provided further, that any contractors performing the work set forth in this paragraph must be approved by the Township prior to the commencement of any construction activities. The Extension and Collection System so built, inspected and approved by the Township shall be dedicated to, and become the sole property and responsibility of the Township, which shall operate and maintain the System as a part of the Township System. The Owner shall execute any and all documents to convey all necessary easements for, and title to, the Collection System to the Township in order to enable the Township to operate and maintain the Collection System. The Owner, and the Contractor individually, hereby provides the Township with a five-year warranty for any system failure commencing upon the date of the Township's acceptance of the Collection System. Any such extensions or connections



constructed by the Owner shall be constructed in accordance with Township Ordinances and standards, as amended, together with any other requirements or regulations by any other governmental agency.

5. The Owner further acknowledges that as a result of the Township System, its condominium development will be benefited by virtue of having been provided with sanitary sewer services. The Owner further acknowledges it or future purchasers of the Condominium units shall be solely and separately responsible for any and all connection fees, engineering, review, inspection, or construction costs necessary to connect (directly or indirectly) any structures to the Township System pursuant to Township ordinances, as amended. Said fees shall include the acquisition of grinder pumps inasmuch as the Connection is part of a low-pressure sewer system. The parties acknowledge that individual Condominium unit owners shall be solely responsible for the installation of grinder pumps and the service line for the residence on each Condominium unit. The grinder pump and service line shall be Limited Common Elements of the Condominium if, and only for so long as, the Township has not assumed the responsibility of their ownership, operation, inspection, maintenance and repair. At the time the Owner applies for a Land Use Permit (LUP), Owner shall pay for the grinder pump and connection fee at then then prevailing rate as may be established by the Township together with any other associated administrative fees charged the Township.

6. The Owner is entitled to a total of Fifty-One (51) resident sewer connections for the development project. Pursuant to the Connection Agreement, the Owner's authorized Builder for the development project may purchase individual sewer connections in the amount of Four Thousand Five Hundred and 00/100 (\$4,500.00) Dollars each ("Connection Fee") at the time a Land Use Permit application is submitted to construct a new home within the development. At any time, the Builder may pre-pay the balance of the remaining sewer connections at the rate of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars each as set forth in **Exhibit C**.

7. **Operation and Maintenance Costs.** In addition to the amounts set forth above, the Property will be subject to continuing operating and maintenance (O & M) charges and any other rates or charges for use of the HTSSS as set forth in any and all applicable Ordinances, as may be amended, based on the rate established by the Board of Trustees.

8. **Special Assessment Lien.** The Owner and the Township further agree this Agreement shall constitute a special assessment lien on the Property pursuant to Act 188, Public Acts of 1954, as amended, MCL 41.721 et seq (AAct 188") for any unpaid amounts that may become due and owing as a result of this Agreement. Owner specifically acknowledges they are entitled to certain public hearings and notices pursuant to the provisions of Act 188, and the Owner voluntarily agrees to waive any rights it may have to such public hearings and notices. Owner specifically agrees that the special assessment lien created by this Agreement is a valid and binding lien, enforceable in accordance with the terms of Act 188 and the Laws of the State of Michigan. Township shall have all rights to enforce this lien as provided under Act 188 and the laws of the State of Michigan, including but not limited to imposing penalties and the additional interest, placing delinquent special assessments on the Townships Ad Valorem property tax roll, selling the Property at a tax sale, and disconnecting the Property from the HTSSS. Owner agrees this Agreement may be recorded with the Livingston County Register of Deeds. Owner warrants, agrees and covenants with the Township that they shall take no action to challenge the lien created hereby and the Owner warrants, agrees and covenants they will not take any other steps to question the legal affect of the lien created by this Agreement.

9. The Owner agrees to execute any and all easements or conveyances necessary to the Township in order to effectuate the terms of this Agreement. Said documentation includes, but is not limited to, bills of sale and easements under existing or future rights-of-way over, across and under the Property. Each owner of an individual Condominium unit at the Property who obtains a building permit shall be responsible for the execution and delivery of grinder pump easements and conveyance documents necessary to effectuate the terms of this Agreement, to the extent that such grinder pumps and related components are installed by the individual Condominium unit owner after sale of the Condominium unit by the Owner. Any and all lateral sewer lines and grinder pump systems which form a part of the Extension constructed on the Property shall become the sole and separate property of the Township upon completion, approval and acceptance by the Township of the installation of the Extension. The Township shall accept any dedications and or conveyances in writing and thereafter be solely and separately responsible for the operation and, after the warranty period, maintenance of the entire sanitary sewer system as contemplated by this Agreement.



10. Any and all notices shall be given to the parties by personal delivery, expedited delivery service (such as Fed Ex) or United States certified mail, return receipt requested, at the addresses set forth on Page 1 hereof, or at such other addresses as the parties shall notify one another of in writing. All such notices shall be effective on delivery, unless given by certified mail, in which case such notices shall be effective 2 days after deposit thereof with the U.S. Post Office.

11. No change, amendment, or modification hereof shall be valid unless embodied in a written instrument executed by the parties hereto.

12. This Agreement shall be construed under, and any proceedings for the enforcement of any rights shall be governed by the laws of the State of Michigan.

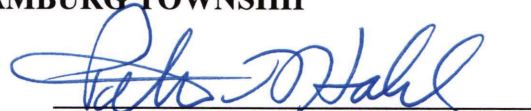
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

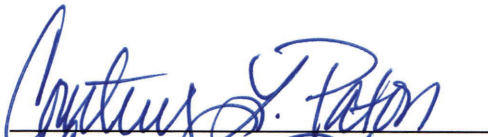
WITNESSES:

**HAMBURG TOWNSHIP**

  
Debra Tennerman



By: Patrick J. Hohl  
Its: Supervisor

  
Courtney C. Paton

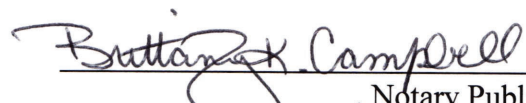


By: Michael Dolan  
Its: Clerk

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF LIVINGSTON )

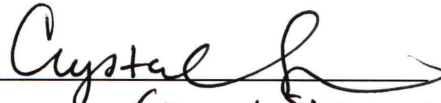
On this 16<sup>th</sup> day of September, 2022, before me a Notary Public in and for said County, State of Michigan, personally appeared Hamburg Township, Patrick J. Hohl, Supervisor and Michael Dolan, Clerk, who being duly sworn depose and say that they have read the foregoing document by them subscribed and know the contents thereof; that the same is true of their own knowledge, and to those matters therein contained and stated to be upon information and belief, they believe them to be true.

BRITTANY K. CAMPBELL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires December 14, 2023  
Acting in the County of Livingston

  
\_\_\_\_\_, Notary Public  
Livingston County, MI  
My commission expires: 12/14/2023  
Acting in Livingston County

WITNESSES:

  
Debra Fenneman

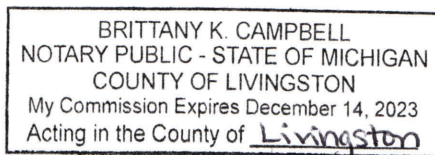
  
Crystal Simmons

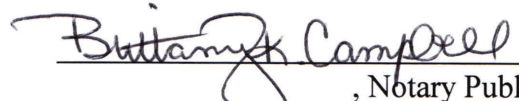
**CL48 PROPERTIES, LLC**  
a Michigan corporation

  
By: Jeff Wilkerson  
Its: Manager

STATE OF MICHIGAN                    )  
  ) SS  
COUNTY OF LIVINGSTON            )

On this 2nd day of September, 2022, before me a Notary Public in and for said County, State of Michigan, personally appeared CL48 Properties, LLC, Jeff Wilkerson, Manager an authorized member of the Corporation, who being duly sworn deposes and says that he has read the foregoing document by him subscribed and know the contents thereof; that the same is true of his own knowledge, and to those matters therein contained and stated to be upon information and belief, they believe them to be true.



  
\_\_\_\_\_, Notary Public  
Livingston County, MI  
My commission expires: 12/14/2023  
Acting in Livingston County

THIS INSTRUMENT DRAFTED BY:  
JOHN W. DRURY (P12973)  
915 NORTH MICHIGAN STREET  
HOWELL, MICHIGAN 48843  
(517) 548-7400

Hamburg/Murie Glen/Sewer Ext and Conn Agree



This **Exhibit A** is attached to and made a part of a certain SEWER EXTENSION AND CONNECTION AGREEMENT dated September 2nd, 2022 between CL48 Properties, LLC and Hamburg Township.

LEGAL DESCRIPTION

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Parcel # 15-35-300-044

Land situated in the Township of Hamburg, County of Livingston and State of Michigan, being more particularly described as follows:

Units 1 through 51 of the Murie Glen condominium according to the Master Deed recorded July 1, 2022 as Instrument 2022R-018540, Livingston County Records, designated as Livingston County Subdivision Plan 449, together with the rights in general and limited common elements as set forth in the Master Deed and described in the Michigan Condominium Act, being Act 59 of Michigan Public Acts of 1978, as amended.



September 28, 2021

Mr. Patrick J Hohl, Supervisor  
Hamburg Township Hall  
10405 Merrill Road, P.O. Box 157  
Hamburg, Michigan 48139

Re: Murie Glen Sewer Extension and Connection Review  
Tax Parcel 15-35-300-044

Dear Mr. Hohl

In response to the application filed by Jeff Wilkerson, CL48 Properties, LLC, for sanitary service, we offer the following comments:

We understand the property owner, CL48 Properties, would like to extend Hamburg Township's sewer system into a new 51 lot Planned Unit Development known as Murie Glen so it can be served by a municipal system. The development is not located in a specific sanitary sewer Special Assessment District so will be assigned an Indirect Connection Fee of \$2,500 for each Residential Equivalency Unit (REU). Based on review of the plans, each of the 51 lots should be assigned one REU for a total connection fee of \$127,500. In order to secure the reduced connection fee, the Developer may choose to purchase all 51 taps in advance as part of the Sewer Extension Agreement. Taps purchased at a later date will be at the rate determined by the Township Board at the time the tap is purchased. If the Developer sells the lots without a pre-paid sewer tap the Purchaser will be charged at the direct connection fee of \$4,500.00 per REU pursuant to Hamburg Township Ordinance No. 69H. Please see attached REU calculations dated September 15, 2021.

The sewer system will be extended by construction of a gravity sewer system and pump station for the development. The force main from the new pump station will connect into the existing 4" pressure main located on Shadbush Trail within the Mystic Ridge Subdivision. Midwestern Consulting Inc has designed the gravity collection system. IMEG will provide the design of the pump station for construction by the developer.

The installing contractor will require approval by the Township Municipal Utilities Committee prior to construction and need to meet warranty and insurance requirements. C&E Construction, Inc, a Township approved contractor, provided a quotation to construct the gravity portion of the extensions. The quote is attached and summarized as follows:

Construction of Sanitary and Force Main excluding pump station	\$481,000
Additional cost for sand back fill if site material not acceptable	\$431,000
Pump Station (IMEG estimate)	\$240,000

The extension and pump station will require a Michigan Department of Environment, Great Lakes, and Energy Part 41 Permit.

Engineering costs associated with the review of the design, obtaining the permit, pump station design, inspection during construction, and as built review are as follows:

Collection System Design and Part 41 Permit Review	\$1,500
Pump Station Design and Part 41 Permit Application	\$13,000
Construction Inspection	\$31,000
As Built Review	\$2,000
<hr/>	
<b>Total</b>	<b>\$47,500</b>

The pump station design cost includes determination of the duty point, submersible duplex station, valve vault, natural gas powered generator, piping, telemetry and necessary appurtenances. We are assuming the developer will provide site work and utility coordination (natural gas and 3 phase, 480 volt electric) for the pump station.

The construction inspection cost is based on the following assumptions:


- Preconstruction meeting attendance
- Shop drawing review
- Sanitary construction duration of 31 days at 8 hours per day (248 hours on site).

The construction inspection and as built review costs will be billed on a time and material basis. The design and Part 41 Permit review and pump station design will be billed as a lump sum.

We assume that the construction staking, and as built preparation, will be performed by others.

Please contact me if you have any comments or require additional information.

Sincerely

 Digitally signed by  
Ted L. Erickson  
Date: 2021.09.28  
16:38:03-04'00'

Ted L. Erickson, P.E.  
Principal



## Sewer Extension and Connection Review

### EXHIBIT C



PROJECT: Hamburg Twp, Murie Glen  
LOCATION: New subdivision - Thompson Pond Road, East of Mystic Ridge  
BASIS FOR ESTIMATE: ☒ CONCEPTUAL ☐ PRELIMINARY ☐ FINAL

DATE: 9/15/2021  
PROJECT NO. 21005947.01  
ESTIMATOR: TLE

#### Determination of REU's per Ordinance 69F

Usage	51 lot subdivision
REU Factor	1 REU per lot
Total	51 REU's

Indirect Fee	\$2,500 per REU
Total	\$127,500 *

\* Assumes pre-paid REUs. REU rate subject to change by Township Board