



TROY CITY COUNCIL

Regular Meeting Agenda

October 20, 2025

Convening at 7:30 PM

**Submitted By
The City Manager**

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members
City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members,

This agenda has been prepared in accordance with the City Council's Rules of Procedure, offering details to assist in informed deliberations. Many of the items on the agenda also include recommendations from City staff for your review and consideration.

I would like to acknowledge the efforts of numerous City staff members who contributed to preparing this agenda. We have made every effort to ensure the information is thorough and accurate. However, should there be any questions or if further details are needed, City staff remain available to assist at any time.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 for any inquiries or requests for additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank Nastasi", with a stylized flourish at the end.

Frank Nastasi
City Manager



Chapter 14A- Elected and Appointed Persons' Ethics Ordinance Section 14.3 Annual Training and Acknowledgment

We, the undersigned Members of Troy City Council, have reviewed Chapter 14A- Elected and Appointed Persons' Ethics Ordinance, understand its contents, and agree to be bound by its provisions.

Signed this 25th day of November, 2024.

A handwritten signature in blue ink, appearing to read "Ethan Baker", written above a horizontal line.

Mayor Ethan Baker

A handwritten signature in blue ink, appearing to read "Theresa Brooks", written above a horizontal line.

Council Member Theresa Brooks

A handwritten signature in blue ink, appearing to read "Rebecca Chamberlain-Creanga", written above a horizontal line.

Council Member Rebecca Chamberlain-
Creanga

A handwritten signature in blue ink, appearing to read "HIRAK CHANDA", written above a horizontal line.

Council Member HIRAK CHANDA

A handwritten signature in blue ink, appearing to read "Mark Gunn", written above a horizontal line.

Mayor Pro Tem Mark Gunn

A handwritten signature in blue ink, appearing to read "David Hamilton", written above a horizontal line.

Council Member David Hamilton

A handwritten signature in blue ink, appearing to read "Ellen C. Hodorek", written above a horizontal line.

Council Member Ellen Hodorek



CITY COUNCIL AGENDA

October 20, 2025 - 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast or
on Local Access Cable Channels (WOW – Ch 10,
Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: Pastor Matt Schuler from Faith Lutheran Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C.1. Presentation by the Troy Community Foundation for a Troy Daze Presentation (no backup)
- C.2. Service Commendation for Stage Nature Center Executive Director Carla Reeb

D. CARRYOVER ITEMS:

- D.1. No Carryover Items

E. PUBLIC HEARINGS:

- E.1. No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

- H.1. No Postponed Items

I. REGULAR BUSINESS:

- I.1. Board and Committee Appointments: a) Mayoral Appointments - Downtown Development Authority, Global Troy Advisory Committee; b) City Council Appointments - None

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee; b) City Council Nominations - Animal Control Appeal Board, Traffic Committee

I.3. No Closed Session Requested

I.4. Contract Renewal – Group Life Insurance, Accident and Sickness Coverage for Volunteer Firefighters

J. CONSENT AGENDA:

J.1.a Approval of “J” Items NOT Removed for Discussion

J.1.b Address of “J” Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

J.2.a. City Council Minutes-Draft - October 6, 2025

J.3. Proposed City of Troy Proclamations: None Submitted

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Liquid Calcium Chloride

J.4.b. Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Major and Local Street Pavement Marking

J.4.c. Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – HPE StoreOnce Immutable Storage

J.5. Request for Acceptance of a Permanent Easement, Sidwell #88-20-25-352-014

J.6. Request for Acceptance of a Permanent Easement, Sidwell #88-20-25-352-015

J.7. Private Agreement — Contract for Installation of Municipal Improvements — Bose Hub Office & Engineering Building — Project No. 25.914.3

J.8. Stormwater Management Operations and Maintenance Agreement, Tableau By Mondrian, LLC, Sidwell #88-20-22-301-007, -008 & -009

J.9. Stormwater Management Operations and Maintenance Agreement, Motor City Church International, Sidwell #88-20-20-226-097

J.10. City of Troy v 4770 Rochester Holdings, LLC

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings: None Submitted

K.2. Memorandums (Items submitted to City Council that may require

consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

O. REPORTS:

O.1. Minutes – Boards and Committees:

O.1.a. Planning Commission Minutes-Final-September 23, 2025

O.1.b. Traffic Committee Final Minutes July 16, 2025

O.2. Department Reports:

O.2.a. 2025 Bond Proposal Communications Plan Updates

O.2.b. Third Quarter Economic Development Report

O.2.c. 2025 Lead and Copper Rule Monitoring Update

O.3. Letters of Appreciation:

O.3.a. Letter of Appreciation to City of Troy from Rhonda Hendrickson Regarding Sylvan Glen Lake Park

O.3.b. Letter of Appreciation to Lyndsey Ramsey from Mike & Mary Ann Husson

O.4. Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P.1. No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R.1. No Closed Session Requested

S. ADJOURNMENT

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

November 10, 2025	Regular Meeting
November 17, 2025	Regular Meeting
December 1, 2025	Regular Meeting
December 15, 2025	Regular Meeting



CITY COUNCIL AGENDA

October 20, 2025 - 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

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Access Cable Channels (WOW – Ch 10, Comcast – Ch 17, AT&T –
Ch 99)

INVOCATION: Pastor Matt Schuler from Faith Lutheran Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

Suggested Resolution

Resolution #2025-xx-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of _____ 2025, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C.1. Presentation by the Troy Community Foundation for a Troy Daze Presentation (no backup)
- C.2. Service Commendation for Stage Nature Center Executive Director Carla Reeb

D. CARRYOVER ITEMS:

- D.1. No Carryover Items

E. PUBLIC HEARINGS:

- E.1. No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. NOTE TO THE PUBLIC: City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences, including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

I.1. Board and Committee Appointments: a) Mayoral Appointments - Downtown Development Authority, Global Troy Advisory Committee; b) City Council

Appointments - None

a) Mayoral Appointments:

Suggested Resolution

Resolution #2025-10-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Downtown Development Authority

Appointed by Mayor

13 Regular Members

4 Year Term

Nominations to the Downtown Development Authority:

Term Expires: 9/30/2029	Kenny Koza	In District
	Term currently held by:	
Term Expires: 9/30/2029	Daniel MacLeish	In District
	Term currently held by: Daniel MacLeish	

Global Troy Advisory Committee

Appointed by Mayor

12 Regular Members

3 Year Term

Nominations to the Global Troy Advisory Committee:

Term Expires: 10/30/2028	Michelle Haight
	Term currently held by: Vacancy - Philippe Cicchini resigned
Term Expires: 10/30/2028	Ed Chezick
	Term currently held by: Ed Chezick
Term Expires: 10/30/2028	Daniela Natcheva
	Term currently held by: Daniela Natcheva
Term Expires: 10/30/2028	Carolina Noguez-Ortiz
	Term currently held by: Carolina Noguez-Ortiz
Term Expires: 10/30/2028	Youdong Zhou

Term currently held by: Youdong Zhou

Yes:

No:

b) City Council Appointments: None

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee; b) City Council Nominations - Animal Control Appeal Board, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2025-10-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Global Troy Advisory Committee

Appointed by Mayor

12 Regular Members

3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Baker, Ethan		11/8/2027	Mayor		
Bica-Grodsky, Lisa	9/23/2025	10/30/2026			
Cheriguene, Sadia	10/20/2024	10/30/2026			
Chezick, Edward	10/20/2024	10/30/2025			
Fakhoury, Awni	9/28/2023	10/30/2027			
Mohideen, Syeda	9/28/2023	10/30/2027			
Natcheva, Daniela	11/8/2021	10/30/2025			
Noguez-Ortiz, Carolina	12/20/2024	10/30/2025	BRA exp 4/30/2026		
Sekhri, Suneel	11/5/2023	10/30/2027			
Vacancy		7/31/2026	Athens High School Rep		
Vacancy		7/31/2026	Troy High School Rep		
Vacancy		7/31/2026	International Academy Student Rep		
Vacancy		10/30/2025	MiVida Burrus resigned 5/22/2025		

		10/30/2026	Philippe Cicchini resigned 3/25/2025		
Zhou, Yudong	12/7/2024	10/30/2025			

Nominations to the Global Troy Advisory Committee:

Term Expires: 7/31/2026		Athens High School Student Rep.
	Term currently held by: Vacant	
Term Expires: 7/31/2026		Troy High School Student Rep
	Term currently held by: Vacant	
Term Expires: 7/31/2026		International Academy Student Rep.
	Term currently held by: Vacant	
Term Expires: 10/30/2028		
	Term currently held by: Vacancy - MiVida Burrus resigned	

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Lee, Seojin Sarah	4/21/2025	Troy HS Student	Graduates 2026
Marshall, Everett	1/3/2027	Athens HS Student	Graduates 2027

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2025-10-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Animal Control Appeal Board

Appointed by Council

5 Regular Members

3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 3
Abdullah, Neharunnessa	9/17/2026	9/30/2027		

Catron, Tina	7/15/2027	9/30/2025		Requests Reappointment
Hashmi, Amin	7/31/2025	9/30/2026		
Petrulis, Al	9/2/2026	9/30/2027	Traffic Comm. exp 1/31/2026	
Saeger, Jayne	5/3/2025	9/30/2026		

Nominations to the Animal Control Appeal Board:

Term Expires: 9/30/2028	
	Term currently held by: Tina Catron

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Chabay, Bibika	1/30/2027		
Girling, Janice	8/4/2027		
Haight, Michelle	10/8/2025		
McCauley, James	1/30/2027		
Swaminathan, Abi	7/8/2027		

Traffic Committee
Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 3
Battle, Timothy	10/22/2026	1/31/2028		
Christiansen, Dale	11/22/2024	1/31/2026		
Finlay, G. Scott		Ex-Officio Member		
Hullinger, Peter		Ex-Officio Member		
Jeeda, Swathi	7/2/2025	7/31/2025	Student	Graduates 2026
Jones, Joshua		Ex-Officio Member		
Kenkre, Shama	9/11/2026	1/31/2028		
Petrulis, Al	9/2/2026	1/31/2026	ACAB exp 9/30/2027	
Rose, Justin	11/5/2023	1/31/2027		

Swaminathan, Abi	9/2/2025	1/31/2027		
Ziegenfelder, Peter	12/14/2024	1/31/2026		

Nominations to the Traffic Committee:

Term Expires:	
	Term currently held by: Swathi Jeeda

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Marshall, Everett	1/3/2027	Student - Graduates 2027	

Yes:

No:

I.3. No Closed Session Requested

I.4. Contract Renewal – Group Life Insurance, Accident and Sickness Coverage for Volunteer Firefighters

Suggested Resolution

Resolution #2025-10-

Moved by

Seconded by

WHEREAS, The City of Troy’s Benefits Consultant, Gallagher Benefit Services Inc, explored coverage options from reputable, financially stable carriers on the City’s behalf;

NOW, THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **AUTHORIZES** the renewal of the policy with VFIS of York, PA, for Group Term Life and Accident & Sickness Coverage for an estimated amount of \$30,930.00 for the Group Term Life policy and \$4,792.00 for the Accident & Sickness policy for an estimated total of \$35,722.00.

BE IT FINALLY RESOLVED, That the City Manager or his/her delegate is **AUTHORIZED** to administratively approve annual renewals for up to five additional terms, after determining it’s in the best interest of the City to do so, recognizing that there will likely be cost increases for the future years.

Yes:

No:

J. CONSENT AGENDA:

J.1.a Approval of “J” Items NOT Removed for Discussion

Suggested Resolution

Resolution #2025-10-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as

presented with the exception of Item(s) , which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes:
No:

- J.1.b Address of “J” Items Removed for Discussion by City Council
- J.2. Approval of City Council Minutes

Suggested Resolution
Resolution #2025-10-

- J.2.a. City Council Minutes-Draft - October 6, 2025
- J.3. Proposed City of Troy Proclamations: None Submitted
- J.4. Standard Purchasing Resolutions:
- J.4.a. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Liquid Calcium Chloride

Suggested Resolution
Resolution #2025-10-

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide seasonal requirements of Liquid Calcium Chloride with the option to renew for one additional year to the low bidder meeting specifications, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI* for an estimated total cost of \$70,960.00, at the unit prices contained in the bid tabulation opened October 9, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the contract expiring November 30, 2027, not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor’s submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

- J.4.b. Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Major and Local Street Pavement Marking

Suggested Resolution
Resolution #2025-xx-;

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with the option to renew for one (1) additional year to low bidder meeting specifications; PK Contracting, Inc. of Troy, MI to provide Major Street Pavement Marking Services on an as-needed basis not to exceed budgetary limitations at unit prices as detailed in the bid tabulation opened September 25, 2025, a copy of which shall be **ATTACHED** to the original minutes of this meeting and as detailed below by year; with the contract expiring June 30, 2028.

<u>2 Yr. Contract</u>	<u>Amount</u>
1	\$ 700,000.00
2	\$ 700,000.00

Total 2 Yr. Contract	\$ 1,400,000.00
1 Year Renewal	\$ 700,000.00

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

J.4.c. Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – HPE StoreOnce Immutable Storage

Suggested Resolution
Resolution #2025-xx-;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase an HPE StoreOnce encrypted disk backup system with five years of maintenance and implementation and training services from *CDW-G of Chicago, IL* as per detailed in the attached as per the Sourcewell Cooperative Contract # 121923-CDWG for an estimated total cost of for \$65,609.42; copies of which shall be **ATTACHED** to the original Minutes of this Meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** ongoing annual maintenance renewals with CDW-G for the HPE StoreOnce backup system as needed by the Troy Information Technology Department.

J.5. Request for Acceptance of a Permanent Easement, Sidwell #88-20-25-352-014

Suggested Resolution
Resolution #2025-xx-;

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Floriana Bejko and Firdus Bjyli, owners of the property having Sidwell #88-20-25-352-014.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.6. Request for Acceptance of a Permanent Easement, Sidwell #88-20-25-352-015

Suggested Resolution
Resolution #2025-xx-;

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Mage Hanna and Samia Hanna, owners of the property having Sidwell #88-20-25-352-015.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED**

to the original Minutes of this meeting.

- J.7. Private Agreement — Contract for Installation of Municipal Improvements — Bose Hub Office & Engineering Building — Project No. 25.914.3

Suggested Resolution
Resolution #2025-xx-;

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and 755 Tower Associates II, LLC for the installation of Water Main, Sanitary Sewer Service, and Storm Sewer, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

- J.8. Stormwater Management Operations and Maintenance Agreement, Tableau By Mondrian, LLC, Sidwell #88-20-22-301-007, -008 & -009

Suggested Resolution
Resolution #2025-xx-;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between the Tableau By Mondrian, LLC and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Tableau By Mondrian, LLC and identified by Sidwell #88-20-22-301-007, -008 & -009.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED to RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

- J.9. Stormwater Management Operations and Maintenance Agreement, Motor City Church International, Sidwell #88-20-20-226-097

Suggested Resolution
Resolution #2025-xx-;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between the City of Troy and Motor City Church International outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED to RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of

this meeting.

J.10. City of Troy v 4770 Rochester Holdings, LLC

Suggested Resolution
Resolution #2025-xx-;

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v 4770 Rochester Holdings, LLC condemnation case, Oakland County Circuit Court Case Number 2025-214450 CC, and **AUTHORIZES** payment in the amounts stated therein from Account Number 401.449.202.989.022065, and further **AUTHORIZES** the City Attorney or designee to execute the document on behalf of the City of Troy; a copy of the Consent Judgment shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

- K.1. Announcement of Public Hearings: None Submitted
- K.2. Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

O. REPORTS:

- O.1. Minutes – Boards and Committees:
 - O.1.a. Planning Commission Minutes-Final-September 23, 2025
 - O.1.b. Traffic Committee Final Minutes July 16, 2025
- O.2. Department Reports:
 - O.2.a. 2025 Bond Proposal Communications Plan Updates
 - O.2.b. Third Quarter Economic Development Report
 - O.2.c. 2025 Lead and Copper Rule Monitoring Update

- O.3. Letters of Appreciation:
- O.3.a. Letter of Appreciation to City of Troy from Rhonda Hendrickson Regarding Sylvan Glen Lake Park
- O.3.b. Letter of Appreciation to Lyndsey Ramsey from Mike & Mary Ann Husson
- O.4. Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

- P.1. No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

- R.1. No Closed Session Requested

S. ADJOURNMENT

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

November 10, 2025	Regular Meeting
November 17, 2025	Regular Meeting
December 1, 2025	Regular Meeting
December 15, 2025	Regular Meeting

SERVICE COMMENDATION
STAGE NATURE CENTER EXECUTIVE DIRECTOR CARLA REEB

WHEREAS, In 2012 **Carla Reeb** became the Executive Director of the Stage Nature Center, after having led many other non-profit organizations. Carla's non-profit leadership spans more than 4 decades, with it beginning in Windsor, Ontario in 1983 when she became the administrator of a retirement home. **Carla** held that position for 8 years before becoming the director of development for the Juvenile Diabetes Research Foundation (now known as Breakthrough T1D) in 1991. She then took on a similar role for the Crohn's and Colitis Foundation before becoming the executive director for Learning Ally (formerly known as Recording for the Blind and Dyslexic) in 1998.

WHEREAS, **Carla** first joined the Stage Nature Center as a member of the Stage Nature Society Board in 2010 and in 2012 she was appointed as the first executive director. Between 2012 and 2024, under **Carla's** leadership, program attendance at the Stage Nature Center grew from 8,600 to 30,000.

WHEREAS, **Carla** has been a guiding light for the growth and success of the Stage Nature Center. Her dedication to education, building partnerships and engaging the community to create a stronger organization has allowed the Stage Nature Center to become a true gem in the City of Troy. **Carla's** commitment to providing programming for all ages, while ensuring everyone can experience childhood wonder when at the Center, has been truly inspiring; and

NOW, THEREFORE, BE IT KNOWN, That the Mayor and City Council of the City of Troy take this opportunity to express their appreciation to **Stage Nature Center Executive Director Carla Reeb** for her professionalism and her many contributions for the betterment of the Troy community; and

BE IT FURTHER KNOWN, That the Mayor and City Council of the City of Troy, City Management, and the residents of the City of Troy, extend wishes of prosperity, good health and happiness to **Carla** during her well-deserved retirement years.

Presented this 20 day of October 2025



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.4.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Jeanette Menig, Human Resources Director
Emily Frontera, Purchasing Manager
Peter Hullinger, Fire Chief

Subject: Contract Renewal – Group Life Insurance, Accident and Sickness Coverage for Volunteer Firefighters

History

The City of Troy has provided life insurance and workers' compensation coverage as a benefit for many years to the volunteer firefighters. Last year, the City of Troy's Benefits Consultant, Gallagher Benefit Services, Inc., was contacted to evaluate the life insurance policy that was in place as well as the options for supplemental workers' compensation coverage. The City selected the only company offering coverage and benefits to meet the needs of the community, Volunteer Firemen's Insurance Services, VFIS, and purchased two policies: a Group Term Life Policy and an Accident & Sickness Policy.

Purchasing

On October 14, 2024, City Council approved an agreement for Group Life Insurance, Accident and Sickness Coverage for the City of Troy's volunteer firefighters with VFIS of York, PA (Resolution #2024-10-138). The contract expires October 31, 2025. VFIS has offered to renew the contract for an additional year for an approximate 6.7% increase per the rates provided in the attached proposals.

The VFIS Group Term Life Policy provides a basic \$50,000 life coverage for on-duty death and also covers off-duty death, and in some circumstances, the benefit could increase to \$150,000. It is a plan specifically tailored to the unique circumstances of volunteer firefighters.

The VFIS Accident and Sickness policy provides \$750 per week for the first 28 days and calculates a benefit based on the plan for injuries exceeding 28 days. The calculations and benefits will all be processed by the VFIS insurer.

Financial

The Group Term Life plan is quoted at \$30,930/yr and the Accident and Sickness plan is \$4,792/yr. The Funding is available in the Fire Operations, Miscellaneous Insurance Other Account Number 101.336.338.955.105 for the estimated total cost of \$35,722.00. It is anticipated that the renewal rates will vary slightly from year to year, based on the number of firefighters and resulting claims; future years' costs will be budgeted annually.

Recommendation

City Management recommends renewing the Agreement with VFIS of York, PA, for Group Term Life and Accident & Sickness Coverage and an estimated amount for the Group Term Life policy at \$30,930.00 and the Accident & Sickness policy for \$4,792.00 premium as provided annually for an estimated total of

\$35,722.00. City Management further requests authorization to administratively approve annual renewals for up to five additional terms, if in the best interest of the City to do so.



CITY OF TROY FIRE DEPARTMENT
500 WEST BIG BEAVER ROAD
TROY, MI 48084-0000

INVOICE

Remit Payment To:	Customer #: C91531PB #:21034PB2 #: 09912		
VFIS c/o M&T Bank Box 64904 Baltimore, MD 21264-4904	Broker:	Gallagher Benefit Services Inc	
	Policy Type:	Accident and Sickness	
	Policy Number:	VFP 4523-02764G-00	
	Contract Dates:	11/01/2025 TO 11/01/2026	
	Trans Type:	Renew	
	Effective Date:	11/01/2025	
	Invoice Date	Invoice Number	Payment Due Date
Please make checks payable to VFIS.	09/02/2025	420691132	12/01/2025

Description	Effective Date	Due Date	Future	Current
Policy Premium	11/01/2025	12/01/2025		\$4,792.00
Total Amount Due:				\$4,792.00

Online Bill Pay Now Available at: <https://www.glatfelters.com/epay>

If any policy or coverage is not wanted, please notify us immediately. Otherwise, an earned premium will be due the company for the time the policy was in force. Failure to remit payment will result in cancellation of coverage.

Our records indicate the Mailing Address for this Insured is as follows:

CITY OF TROY FIRE DEPARTMENT
500 WEST BIG BEAVER ROAD
TROY, MI 48084-0000

Please note the address of your actual location may be reflected on the declaration page.

Dear Valued Client:

We are pleased to present you with our enhanced VFIS Accident and Sickness policy. The following 2025 Enhancements Flyer offers an overview of the new and upgraded benefits. We are excited to include new benefits such as Burial and Cremation, Coma Permanent Impairment, Emergency Medical Transportation with Family Travel Expense, Traumatic Incident and Dependent Care Expense benefits.

As required, the Glatfelter Insurance Group (GIG) and AIG privacy notices are provided.

Emergency responders are at risk of injury on every call, training and department activity. National events have created awareness in our local communities about these dangers. VFIS remains committed to education and training programs that will prevent or reduce the frequency of these incidents.

Please visit www.vfis.com to access the following resources:

- **Beneficiary Forms** – members should review annually to update due to any life changing events. Current beneficiary forms should be retained on file with the department. A copy of our A&S beneficiary form can be found here: [Beneficiary-Form-VFIS.pdf\(glatfelterspecialtybenefits.com\)](#)
- **Claim reports and Attending Physician Statements** – to report injury or illness can be found here: [Filing an insurance claim \(vfis.com\)](#)
- **Education, Training and Risk Control programs** – utilize for risk reduction, loss prevention and educational and training programs for your members and department. They can be found here: [VFIS University: Log in to the site](#)
- **Posters and Literature** – to create awareness and promote safety culture. Contact Glatfelter Purchasing at 800-233-1957, extension 7291 or fulfillment@glatfelters.com
- **Responder Help** (www.responderhelp.com) – Sample SOPs and Articles with valuable information on current topics and events
- **Member Family Assistance Program** – optional service available which supports the health and wellness of first responders whether employees or volunteers in the workplace. Counseling services help enable personnel to resolve personal and work-related issues to maintain individual productivity, health and wellness. Clinical response is fast and available 24-7 and counselling is short-term, and solution focused. You can find more information here: [VFIS-MFAP-CoverageOverview.pdf](#)

Thank you for responding to the call for service. We appreciate your business and thank you for insuring with VFIS. For more information, please contact your local agent or VFIS at 1.800.233.1957.

Sincerely,



Troy Markel, CIC, CRM
President VFIS



Michael Baker, CPCUCRM
Director, VFIS Client Risk Solutions

2025 ENHANCEMENTS ACCIDENT & SICKNESS POLICY UPDATES



Comprehensive protections over 50 years in the making—now featuring **NEW** benefits starting April 1, 2025.

ENHANCEMENT HIGHLIGHTS:

- **Upgraded: Illness Loss of Life Benefit** – Switched “Heart and Stroke” illnesses to “Cardiovascular Malfunction” to help encompass more heart-related illnesses + extended benefits for deaths that occur up to 30 days after a “Strenuous Emergency Activity” (previously 2 days).
- **Eligibility update** – An employee is now considered full-time if they receive compensation + work an average of 30+ hours per-week (previously 25 hours).
- **New: Burial + Cremation Benefit** – \$10,000 if Accidental Death Benefit or Illness Loss of Life Benefit is paid.
- **New: Coma Permanent Impairment Benefit** – \$1,500 monthly benefit (up to 36 months) for an insured who is in a permanent coma (for at least 6 months) due to a covered activity.
- **New: Emergency Medical Transportation Benefit with Family Travel Expense** – Financial assistance for medical transports outside of 50-mile radius + their family’s related travel, lodging + meals.
- **New: Traumatic Incident Benefit** – Up to \$1,000 for counseling care due to a traumatic incident.
- **New: Dependent Care Expense Benefit** – Reimbursement for supervision or nursing expenses for dependents (for up to 182 days) that are newly-incurred due to insured being totally disabled.
- **Removed reference to “child” for dependent benefits** to be more inclusive of family structures.
- **New exclusion under “sports exclusions”** – skiing + extreme sport activities.
- **Mandatory quarantine** – now part of the Illness definition.
- **Consolidated policy structure** – Volunteer, Career Rider + Career Policies are now one Policy to help save time + simplify processes.

ILLNESS LOSS OF LIFE POLICY LANGUAGE:

- (1) If death to an Insured Person occurs during a specific Covered Activity and is not otherwise payable as an Accidental Death Benefit; or
- (2) If death to an Insured Person occurs due to a covered Illness as a result of participation in a specific Covered Activity; or

(3) If death to an Insured Person occurs within 48 hours of participation in a “Strenuous Emergency Activity” and death is a result of Cardiovascular Malfunction; or

(4) If the Insured Person received Medical Treatment for a Cardiovascular Malfunction within 48 hours of participation in a “Strenuous Emergency Activity” and death to the Insured Person occurs within 30 days of participation in that “Strenuous Emergency Activity” and death is a result of Cardiovascular Malfunction.

We will pay the Illness Loss of Life Benefit shown in the Schedule. We will not pay more than one Illness Loss of Life Benefit for the death of any one Insured Person. When death occurs as described in (3) or (4) above, we will pay this benefit even if death or the Cardiovascular Malfunction is not identified as having resulted from participation in the “Strenuous Emergency Activity”.

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same Covered Activity, an HIV Positive Benefit was paid to the Insured Person under this policy.

“Cardiovascular Malfunction” – means a sudden and serious malfunction of the heart or circulatory system, including stroke.

“Strenuous Emergency Activity” – means:

- (1) an emergency response for fire suppression and rescue or emergency medical activity; or
- (2) a training exercise which simulates an emergency and where active physical participation is required.

800.233.1957 | vfis.com | vfisa@s@vfis.com | 183 Leader Heights Road | York, PA 17402

Policy Enhancements are effective April 1, 2025. This document provides a brief description of our program. It is not a contract of insurance. Benefits vary by state based on Department of Insurance regulations and approval. Refer to the actual insurance policy for a description of coverage, exclusions and conditions. Specimen policies are available for your review. Coverage may not be filed and/or available in all states. Exclusions may not be available in all states. Contact VFIS for more information.

© 2024 VFIS | All rights reserved. | Administered by Volunteer Firemen's Insurance Services, Inc., a/k/a VFIS, a/k/a VFIS Insurance Services in CA. CA Insurance Producer License #0839073. Volunteer Firemen's Insurance Services, Inc., an American International Group, Inc. (AIG) company, is one of the largest providers of insurance for fire departments, ambulance and rescue squads and 911 centers in North America. All products and services are written or provided by subsidiaries or affiliates of AIG. Products or services may not be available in all countries or states, and coverage is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.



FACTS	WHAT DOES GIG DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Name, address, age, Social Security number, marital status, assets, income, credit history, demographic information, IP address, browser information ▪ Products or services purchased, account balances and payment history, employment information, motor vehicle reports, medical information
How?	Financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GIG chooses to share; and whether you can limit this sharing.

Reasons we can share your nonpublic personal information	Does GIG share?	Can you limit sharing?
For our everyday business purposes — as permitted or required by law, such as to process your transactions, maintain your account(s), conduct research including data analytics, respond to court orders/legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No	We don't share
To limit our sharing / Questions?		
Call us at (800) 233-1957 and ask for the Privacy Coordinator or Legal Department. Please note: When you are no longer a customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		

Who we are / Companies to which this notice applies

This notice applies to, and is being provided on behalf of, the following Glatfelter Insurance Group affiliates: Arthur J. Glatfelter Agency, Inc., Glatfelter Brokerage Services, Glatfelter Claims Management, Inc., Glatfelter Commercial Ambulance, Glatfelter Healthcare, Glatfelter Insurance Services, Glatfelter Ministry Care, Glatfelter Public Entities, Glatfelter Specialty Benefits, Glatfelter Underwriting Services, Inc., Susquehanna Agents Alliance, LLC, The Glatfelter Agency, Inc., VFIS, VFIS Claims Management, and Volunteer Firemen's Insurance Services, Inc.

What we do

How does GIG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, electronic, and procedural safeguards. We require and train our employees to comply with our privacy standards and policies, which are designed to protect customer information.
How does GIG collect my personal information?	We collect your personal information, for example when you: visit our websites, apply for insurance or pay insurance premiums, file an insurance claim or give us your income information, provide employment information. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes – information about your creditworthiness, affiliates from using your information to market to you, sharing for nonaffiliates to market to you. State laws may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ Our affiliates are companies with which we share common ownership and which offer P&C, life and health, and certain benefit products.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ GIG does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include insurance companies and other companies that provide financial products and services.

Other important information

CA and VT Residents: We will not share your information except for our everyday business purposes, for marketing our products and services to you, as required by law, or with your consent. For VT Residents, we also will not share your credit information to our affiliates without your consent. **NV Residents:** We are providing this notice to you pursuant to NV state law. To stop marketing calls from us follow the directions in the section "To limit our sharing." NV law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone #: 702-486-3132; email: bcpinfo@ag.state.nv.us.
For more information, contact: Glatfelter Insurance Group, Attn: Privacy Coordinator, P.O. Box 2726, York, Pennsylvania 17406, (717) 741-0911, or visit www.glatfelters.com/privacy-policy. This privacy page on our website includes a Google Analytics opt-out link.

HIPAA PRIVACY NOTICE

This HIPAA Privacy Notice is effective as of March 19, 2024

1. Statement of Our Duties. We are committed to protecting the privacy of your protected health information (PHI). PHI is your individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or health care clearinghouse which is then provided to us and that relates to: (i) your past, present or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present or future payment for the provision of health care to you. We are required by law to maintain the privacy of your PHI and to provide you with this notice of our privacy practices and legal duties. We are required to abide by the terms of this notice.

WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS NOTICE AND MAKE ANY NEW PROVISIONS EFFECTIVE TO ALL OF THE PHI WE MAINTAIN ABOUT YOU. IF WE CHANGE OUR NOTICE, WE WILL POST IT ON OUR WEBSITE AND SEND YOU A COPY IN OUR ANNUAL MAILING, OR YOU MAY OBTAIN A COPY OF THE REVISED NOTICE BY CONTACTING OUR PRIVACY COORDINATOR USING THE INFORMATION IN PARAGRAPH 9.

2. Statement of Your Rights. You have a right to know how we may use or disclose your PHI. This notice informs you of those uses and disclosures. There are certain uses and disclosures of your PHI that we are permitted or required to make by law without your permission. For all other uses and disclosures, we first must obtain your permission or written authorization. In addition, you have the following rights:

- The right to request, in writing, that we place additional restrictions on our uses and disclosures of your PHI. However, we are not obligated to agree to impose any such additional restrictions.
- The right to access, inspect and copy the protected information pertaining to you that we maintain in our files about you, and the right to have us correct or amend any information that we create in error. Requests to access or amend your PHI must be made in writing and sent to the contact person and address provided in paragraph 9.
- The right to receive an accounting of the disclosures of your PHI that we make for purposes other than activities related to your treatment, or our payment functions or other health care operations. You must request an accounting in writing by contacting us at the address in paragraph 9. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003.
- The right to request, in writing, that you receive communications about your PHI in a confidential manner, for example, by alternative means or an alternative location, such as your work address or work email.
- The right to request an amendment to your PHI if you believe that your PHI is incorrect or incomplete. Your request must be in writing and explain why the PHI should be amended.
- The right to obtain a paper copy of this notice from us on request.

3. Information We Collect About You. In order to administer your health benefit programs effectively, we collect the following categories of PHI about you from the following sources:

- PHI that we obtain directly from you, in conversations or on applications or other forms that you fill out.
- PHI that we obtain as a result of our transactions with you.
- PHI that we obtain from your medical records or from medical professionals, which is provided by you or to us with your permission.
- PHI that we obtain from other entities, such as health care providers or other insurance companies, in order to service your policy or carry out other insurance-related needs.

4. Uses and Disclosures of Protected Information.

A. *For Treatment, Payment and Operations.* In order to administer your health benefit programs effectively, we use and disclose PHI for certain of our activities, including:

- To Carry Out Treatment Functions. We may use or disclose your PHI without your permission to enable health care providers to provide you with treatment.
- To Carry Out Payment Functions. We may use or disclose your PHI without your permission to carry out activities relating to reimbursing you for the provision of health care, obtaining premiums, determining coverage, and providing benefits under the policy of insurance that you are purchasing, such as enabling a health care provider to make payment arrangements. Such functions may include reviewing health care services with respect to medical necessity, coverage under the policy, appropriateness of care, or justification of charges.
- To Carry Out Certain Operations Relating To Your Benefit Plan. We also may use or disclose your PHI without your permission to carry out certain limited activities relating to your health insurance benefits, including reviewing the competence or qualifications of health care professionals, placing contracts for stop-loss insurance and conducting quality assessment activities.
- To facilitate the underwriting of insurance; however, we are prohibited from using or disclosing your genetic information for the purpose of underwriting insurance.

B. *Uses and Disclosures of PHI to Other Entities.* We also may use and disclose PHI to other covered entities, business associates or other individuals (as permitted by the HIPAA Privacy rule) who assist us in administering your benefit plan and delivering services to its members. In connection with our payment and operations activities, we may contact individuals and other entities ("Business Associates") to perform various functions on our behalf or to provide certain types of services (such as enrollment or member service support). To perform these functions, Business Associates must agree in writing to contract terms designed to appropriately safeguard your PHI.

C. *Other Possible Uses and Disclosures of PHI.* We may use and disclose your PHI without your written permission for the following purposes:

*Rev. 03/2024

- To plan sponsors of your group health plan to permit the plan sponsor to perform administrative functions, such as to address member questions, concerns or issue regarding claims, benefits, services, coverage, etc., and summary health information about enrollees in the plan to obtain premium bids for health insurance coverage offered through the group health plan or to modify, amend or terminate your group plan.
- To the extent that federal or state law requires the use or disclosure, such as to Health and Human services upon request for purposes of determining compliance with federal privacy laws, as required by law enforcement officials or pursuant to a court order or subpoena.
- As authorized by and to the extent necessary to comply with workers' compensation or other similar programs that provide benefits for work-related injuries or illnesses.
- As authorized by law and to the extent necessary to service insurance policies and benefits that are exempt benefits, such as in connection with servicing life, disability, property and casualty, accident and sickness, workers' compensation and auto insurance or other similar insurance coverage under which benefits for medical care are secondary or incidental to other insurance benefits.
- To a public health authority for purposes of public health activities as permitted or required by law.
- To a coroner/medical examiner for purposes of identifying a deceased person, determining cause of death or for such official to perform other duties authorized by law. Also to funeral directors so they may carry out their duties, and to organizations that handle organ, eye or tissue donation or transplantation.
- To a government authority, including a social service or protective services agency, authorized to receive reports of abuse, neglect or domestic violence or to prevent a serious threat to the health or safety of the public.

D. For Any Purposes to Which You Have Not Objected. Unless you object, we may disclose your PHI to a friend or family member that you have identified as being involved in your health care. We also may disclose your PHI to an entity to assist in disaster relief efforts and so that your family can be notified about your condition, status and location. If you are not present or able to agree to these disclosures of your PHI, then we may determine whether the disclosure is in your best interest.

E. As Permitted By Plan Documents. In certain limited circumstances where we may be acting as a third party administrator, we may disclose your PHI to plan sponsors pursuant to the restrictions imposed on the plan sponsor in the sponsor's plan documents.

5. Required Disclosures of Your PHI. We are required to disclose your PHI to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining compliance with the HIPAA Privacy Rule. We are required to disclose to you most of your PHI that is in a "designated record set" when you request access to this information. We are also required to provide, upon written request, an accounting of any disclosures of PHI that are for reasons other than payment or health benefits operations.

6. Other Uses and Disclosures of Your PHI. Sometimes we are required to obtain written authorization for use and disclosure of your health information. The uses and disclosures that require an authorization under 45 C.F.R. § 164.508(a) are: (i) for marketing purposes; (ii) if we intend to sell your PHI; or (iii) for psychotherapy notes. We do not and will not sell or share your PHI with any non-affiliated third party for any purpose unless you authorize it or it is otherwise permitted by law. Other uses and disclosures of your PHI that are not described above will be made only with your written permission, and any permission that you give us may be revoked by you at any time. However, the revocation will not be effective for information that we already have used or disclosed, relying on the authorization.

7. Questions and Complaints About Use of PHI. If you want more information about our privacy policies or practices or have any questions or concerns, please contact us using the information in paragraph 9. You may submit a written complaint either directly to us or to the U.S. Department of Health and Human Services (HHS) if you believe that your rights with respect to our protection of your PHI have been violated. We will provide you with the address to file your complaint with HHS upon request. To file a complaint with us, you may submit a complaint in writing that includes as many details (such as names and dates) as possible to our Privacy Officer at the address in Paragraph 9. We support your right to protect the privacy of your PHI. You will not be retaliated against in any way for filing a complaint.

8. Our Practices Regarding Confidentiality and Security. We restrict access to PHI about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your PHI. We do not engage in fundraising activities using PHI, however, if we did engage in such activity, then you would have the opportunity to opt out of receiving fundraising communications. Subject to applicable regulatory reporting requirements, exceptions and safe harbors, we will notify affected individuals following a breach of their unsecured PHI.

9. Contact Person For Filing Complaint or Obtaining Further Information:

GLATFELTER INSURANCE GROUP
ATTN: PRIVACY COORDINATOR / LEGAL DEPARTMENT
183 Leader Heights Road, P.O. Box 2726, York, PA 17405
(717) 741-0911
www.glatfelters.com/privacy-policy

Our Policy Regarding Dispute Resolution. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

FACTS

Why?

What?

How?

WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Who we are

Who is providing this notice? The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include administrative, technical, and physical safeguards. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information? We collect your personal information from you, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company.¹
The United States Life Insurance Company in the City of New York National
Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<i>HIPAA Privacy Officer</i> 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG’s Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

SCHEDULE

SCHEDULE OF COVERAGE – VOLUNTEER AND PART-TIME

Policy Number: VFP-4523-02764G-0

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: CITY OF TROY FIRE DEPARTMENT
(Name and Address) 500 WEST BIG BEAVER ROAD
TROY, MI 48084-0000

Policy Effective Date: 11/1/2025

Policy Termination Date: 11/1/2026 Premium: \$4,792 Total Policy Premium

This Schedule of Coverage provides coverage for the following classes of **Insured Person(s)**:

Volunteer(s) **Part-Time Paid Employee(s)**

Only those benefits that have a specified amount entered opposite the name of the benefit are provided. Benefits that are followed by entry of the word “none” are not provided.

PART COVERAGE

I. Loss of Life Benefits

A. Accidental Death Benefits	
(1) Accidental Death Benefit Amount	\$50,000
(2) Seat Belt Benefit Amount.....	\$12,500
(3) Safety Vest Benefit Amount.....	\$12,500
(4) Military Death Benefit Amount	\$15,000
B. Illness Loss of Life Benefit Amount	\$50,000
C. Dependent Benefit Amount.....	\$30,000
D. Spousal Benefit Amount	\$15,000
E. Memorial Benefit Amount.....	\$5,000
F. Dependent Elder Benefit Amount	\$10,000
G. Repatriation Benefit Amount	\$2,500
H. Burial and Cremation Benefit Amount	\$10,000

II. Lump Sum Living Benefits

A. Accidental Dismemberment and Paralysis Benefit Principal Sum.....	\$50,000
B. Vision Impairment Benefit Principal Sum	\$50,000
C. Injury Permanent Impairment Benefit Principal Sum.....	\$50,000
D. Heart Permanent Impairment Benefit Principal Sum.....	\$50,000
E. Illness Permanent Impairment Benefit Principal Sum	\$50,000
F. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum	\$50,000
G. HIV Positive Lump Sum Living Benefit Principal Sum.....	\$50,000

- III. Weekly Income Benefits**
- A. Total Disability Benefits
 - (1) Total Disability Weekly Amount (first 28 days)\$750
 - (2) Total Disability Maximum Weekly Amount (after 28 days)\$750
 - (3) Total Disability Minimum Weekly Amount\$188
 - B. Partial Disability Benefits
 - (1) Partial Disability Weekly Amount (first 28 days)..... \$375
 - (2) Partial Disability Maximum Weekly Amount (after 28 days) \$375
 - (3) Partial Disability Minimum Weekly Amount.....\$94
- IV. Occupational Retraining Benefit Maximum Amount**\$20,000
- V. Weekly Injury Permanent Impairment Benefit**☒Yes ☐No
- VI. Coma Permanent Impairment Benefit Monthly Amount**.....\$1,500
- VII. Medical Expense Benefits**
- A. Medical Expense Benefit Maximum Amount.....\$10,000
 - Medical Expense Benefit Options
 - (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits..... ☒
 - (2) Primary Medical Expense Benefit ☐
 - B. Cosmetic Plastic Surgery Maximum Amount.....\$25,000
 - C. Post-Traumatic Stress Disorder Maximum Amount\$25,000
 - D. Traumatic Incident Benefit
 - Traumatic Incident Benefit Amount.....\$1,000
 - Traumatic Incident Benefit Maximum Amount\$5,000
 - E. Critical Incident Stress Management Maximum Amount\$25,000
 - F. Family Expense Benefit Amount (per day).....\$100
 - G. Family Bereavement and Trauma Counseling Benefit Amount (per person)\$1,000
 - H. Emergency Medical Transportation Benefit
 - Emergency Medical Transportation Benefit Maximum Amount\$50,000
 - Family Travel Expense Benefit Maximum Amount\$7,500
- VIII. Transition Benefit**☒Yes ☐No
- IX. Felonious Assault Benefit Amount**.....\$25,000
- X. Home Alteration and Vehicle Modification Benefit Maximum Amount**\$50,000
- XI. Dependent Care Expense Benefit**
- Dependent Care Expense Benefit Amount (per day, each dependent)\$75
 - Dependent Care Expense Benefit Maximum Amount.....\$25,000

XII. Optional Benefits

- A. Weekly Hospital Benefit Amount..... NONE
- B. First Week Total Disability Benefit Amount NONE
- C. Coordinated 28 Day Total Disability Benefit Amount NONE
- D. Extended Total Disability Benefit ☐Yes ☒No
- E. Long-Term Total Disability Benefit ☐Yes ☒No
- F. Cost Of Living Adjustment (COLA) Benefits
- (1) Weekly Injury Permanent Impairment COLA ☐Yes ☒No
- (2) Long-Term Total Disability COLA ☐Yes ☒No
- G. Extra Expense Benefit
- Extra Expense Benefit Monthly Amount..... NONE
- Extra Expense Benefit Maximum Amount..... NONE
- H. 24-Hour Accident Benefit Amount..... NONE
- I. Off-Duty Accident Benefit Amount..... NONE

SCHEDULE OF FORMS AND RIDERS

POLICY FORMS ATTACHED AT ISSUANCE:

V70000NUFIC	Schedule of Coverage - Volunteer and Part-Time
V70004NUFIC	Blanket Accident and Sickness Insurance Policy
89644 (04/22)	Economic Sanctions Endorsement
OFAC Notice	Office of Foreign Assets Control Notice

ADDITIONAL ENTITIES

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

NOTICES

NOT IN LIEU OF AFFORDABLE CARE ACT

To the extent that this policy provides fixed indemnity benefits, the following notice is provided in compliance with 45 CFR 148.220:

IMPORTANT: This is a fixed indemnity policy, NOT health insurance

This fixed indemnity policy may pay you a limited dollar amount if you're sick or hospitalized. You're still responsible for paying the cost of your care.

- The payment you get isn't based on the size of your medical bill.
- There might be a limit on how much this policy will pay each year.
- This policy isn't a substitute for comprehensive health insurance.
- Since this policy isn't health insurance, it doesn't have to include most Federal consumer protections that apply to health insurance.

Looking for comprehensive health insurance?

- **Visit HealthCare.gov** or call **1-800-318-2596** (TTY: 1-855-889-4325) to find health coverage options.
- To find out if you can get health insurance through your job, or a family member's job, contact the employer.

Questions about this policy?

- For questions or complaints about this policy, contact your State Department of Insurance. Find their number on the National Association of Insurance Commissioners' website (naic.org) under "Insurance Departments."
- If you have this policy through your job, or a family member's job, contact the employer.

NOT IN LIEU OF WORKERS' COMPENSATION

This is not a policy of workers' compensation insurance. It does not provide workers' compensation benefits or employer's liability protection, nor does it satisfy this state's workers' compensation laws. **Policyholder(s)** and/or **Participating Organization(s)** must comply with the workers' compensation law as it pertains to them.

NOT IN LIEU OF MEDICARE SUPPLEMENT

This is not a Medicare supplement policy. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from **Us**.

BLANKET ACCIDENT AND SICKNESS INSURANCE POLICY

This policy is a legal contract between the **Policyholder** and/or **Participating Organization** named in the **Schedule** and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, benefits, limitations and exclusions. The persons eligible to be insured are all persons described in this policy as **Insured Persons**. This policy provides accident and sickness insurance to **Insured Persons** while they are participating in a **Covered Activity**.

CONSIDERATION – TERM

This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy. This policy may be changed or terminated without consent of or notice to each **Insured Person**.

The term of this policy begins on the Policy Effective Date and continues in effect until the Policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid.

RENEWAL

After the Policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provision. Notice will be mailed to the **Policyholder's** and/or **Participating Organization's** last known address as shown in **Our** records.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This policy begins on the Policy Effective Date shown in the **Schedule** at 12:01 AM local time at the address of the **Policyholder** and/or **Participating Organization** where this policy is delivered.

Termination Date. **We** may terminate this policy by giving 30 days advance notice in writing to the **Policyholder** and/or **Participating Organization**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization**. Termination takes effect at 12:01 AM local time at the **Policyholder** and/or **Participating Organization's** address on the date of termination. Notice will be mailed to the **Policyholder's** and/or **Participating Organization's** last known address as shown in **Our** records.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the Policy Effective Date shown in the **Schedule**; or (2) the date they become an **Insured Person** as defined in this policy.

Coverage for an **Insured Person** will end on the earliest of: (1) the date this policy terminates; (2) the date they are no longer an **Insured Person** as defined in this policy; or (3) the date the **Policyholder** and/or **Participating Organization's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

RIGHT TO RETURN POLICY

The **Policyholder** and/or **Participating Organization** may return the policy to **Us** for any reason within ten (10) days after receipt. The policy may be returned by mail or in person to **Us**. Upon return, any premium paid will be refunded and the policy will be treated as if it were never issued.

PREMIUM

Premiums. Premiums are payable to **Us** as described in the Premium section of the **Schedule**. **We** may change the required premiums as a condition of any renewal of this policy. **We** may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

Return of Premium on Cancellation. In the event of cancellation, **We** will promptly return the unearned portion of any premium paid. The earned premium shall be computed pro rata. Cancellation shall be without prejudice to any claim started before the effective date of cancellation.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

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DEFINITIONS

(Additional defined terms can be found throughout this policy)

Any term in capitals and quotations or any term in bold type in the policy, **Schedule**, riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Administrative Personnel – means a person acting within the scope of their employment for the **Policyholder** and/or **Participating Organization**, which does not include any emergency response or any emergency response training as listed in items (1), (2), (3) or (4) under **Covered Activities**.

Average Weekly Wage – means the greatest of:

- (1) the weekly average of the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred;
- (2) the weekly average of wages earned in the 12 months preceding the loss;
- (3) the weekly average of the annualized weekly wage earned in the three months preceding the loss; or
- (4) for the self-employed, the weekly average of the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income for the calendar year immediately preceding the year in which the loss occurred.

The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Cardiovascular Malfunction – means a sudden and serious malfunction of the heart or circulatory system, including stroke.

Consumer Price Index – means the consumer price index published by the United States Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise which simulates an emergency and where active physical participation is required;
- (3) **Firematic Events or Contests**;
- (4) class room training;
- (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** and/or **Participating Organization** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder** and/or **Participating Organization**;
- (6) official functions attended primarily by members of the **Policyholder** and/or **Participating Organization** for which the purpose is to further the business of the **Policyholder** and/or **Participating Organization** (i.e. installation dinners, banquets, etc.);
- (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** and/or **Participating Organization** including personal travel and activities related to attending such convention, conference or meeting;
- (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder** and/or **Participating Organization**;
- (9) authorized public safety education events; and
- (10) administrative or maintenance duties.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder** and/or **Participating Organization**, unless immediate action is required of the **Insured Person** at

the scene of an emergency not on behalf of the **Policyholder** and/or **Participating Organization** or any other organization.

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

Dependent - means anyone who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** most recent or final federal tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body. A **Dependent** does not include a **Dependent Elder** or the spouse of an **Insured Person**.

Dependent Elder - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental:

- (1) apparatus pumping contests;
- (2) battle of the barrel;
- (3) antique pumping;
- (4) hose rolling contests;
- (5) equipment donning contests;
- (6) bucket brigades;
- (7) ladder climbs;
- (8) tug of war contests; and
- (9) apparatus operation rodeos.

Full-Time Paid Employee(s) – means a person who receives compensation and works an average of 30 hours or more per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Full-Time Paid Employee** does not include **Administrative Personnel**.

Gainful Occupation – means a job for which an **Insured Person** is qualified by reason of education, training or experience, that has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hemiplegia - means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

HIV - means human immunodeficiency virus.

Hospital - means a facility which:

- (1) is operated according to law primarily for the care and treatment of injured and sick people on a resident or inpatient basis;
- (2) has organized facilities for diagnosis, treatment and surgery on its premises or in facilities available to it on a prearranged basis, or is a duly licensed and tax-supported institution that is not required to maintain surgical facilities;
- (3) has 24 hour nursing service by, or under supervision of, registered nurses (R.N.'s) on duty or on call; and
- (4) is supervised by one or more licensed **Physicians**.

Illness(es) – means any disease, sickness, infection, or **Mandatory Quarantine** of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts their participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease(s) – means an easily transmitted, potentially life-threatening disease resulting from bacterial, viral, fungal, or protozoan infection.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**;
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and
- (3) which is not otherwise defined as an **Illness**.

The term **Injury**, for the purposes of this policy, will not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means one or more of the following classes of persons if coverage is indicated for such persons on an attached **Schedule**:

- (1) **Full-Time Paid Employee(s)**;
- (2) **Part-Time Paid Employee(s)**; or
- (3) **Volunteer(s)**.

Additionally, **Insured Person** includes:

- (1) **Administrative Personnel**; and
- (2) any bystander deputized at the time of an emergency by an official of the **Policyholder** and/or **Participating Organization** to assist in the emergency, but only during the actual emergency.

Limb(s) - means entire arm or entire leg.

Long-Term Total Disability - means:

- (1) For an **Insured Person** with any occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who does not have any occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means:
 - (a) the inability to perform all of the material and substantial duties of any occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or

- (b) the inability to perform any two of six activities of daily living of the **Insured Person**. Activities of daily living include mobility, eating, elimination, cognition, personal hygiene, and dressing.

The **Insured Person** must be under the regular care of a **Physician** during **Long-Term Total Disability**, unless it can be shown the **Insured Person** has reached their maximum point of recovery.

Mandatory Quarantine - means period of isolation intended to limit the spread of an **Infectious Disease**. The **Mandatory Quarantine** of an **Insured Person** must be ordered by appropriate medical officials while acting under the authority of the local, state or federal government.

Medical Treatment - means treatment by a **Physician** or at a **Hospital** for the **Illness**.

Other Valid and Collectible Insurance – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs;
- (4) no-fault automobile insurance plan or similar law; or
- (5) regular or disability benefits paid under a **Retirement Program** after the commencement of **Partial Disability** or **Total Disability** benefits under this policy.

Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is:

- (1) received without being confined overnight in a **Hospital** as a registered bed patient;
- (2) an approved therapy program;
- (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which they were confined in a **Hospital** for treatment;
- (4) administered by a licensed physical therapist; and
- (5) monitored by a **Physician**.

Paraplegia - means the complete and irreversible paralysis of both lower **Limbs**.

Partial Disability, Partially Disabled – means,

- (1) For an **Insured Person** with any occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of their own occupation.
- (2) If the **Insured Person** does not have any occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means:
 - (a) the inability to perform one or more, but not all, of the material and substantial duties of any occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**, unless it can be shown the **Insured Person** has reached their maximum point of recovery.

Participating Organization(s) – means the non-profit emergency service organization, municipality or political

subdivision named in the **Schedule**. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Part-Time Paid Employee(s) – means a person who receives compensation and works an average of less than 30 hours per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**.

Permanent Coma – means a coma which is persistent and continuous for at least six months and which a **Physician** determines, after at least six months of continuous and persistent coma, to be permanent.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician(s) – means any duly licensed medical practitioner:

- (1) who is acting within the scope of their license; and
- (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder – means the non-profit emergency service organization, municipality or political subdivision named in the **Schedule**. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Post-Traumatic Stress Disorder – means emotional distress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Quadriplegia - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

Reasonable and Customary Expense – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

Retirement Program - means any normal, early, or disability retirement benefit, provided by the **Policyholder** and/or **Participating Organization**, State, Union or other entity where eligibility and/or benefits are based on employment with the **Policyholder** and/or **Participating Organization**.

Schedule – means the Schedule which is attached to this policy.

Total Disability, Totally Disabled – means,

- (1) For an **Insured Person** with any occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of their own occupation.
- (2) If the **Insured Person** does not have any occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
 - (a) the inability to perform all of the material and substantial duties of any occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury** or

Illness.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**, unless it can be shown the **Insured Person** has reached their maximum point of recovery.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

Uniplegia - means the complete and irreversible paralysis of one **Limb**.

Volunteer(s) – means any officially designated member of the **Policyholder** and/or **Participating Organization** while acting as:

- (1) a volunteer member for the **Policyholder** and/or **Participating Organization**;
- (2) any junior member or member in training;
- (3) a probationary member or recruit
- (4) any commissioner, director, trustee, officer, board or committee member or other similar position associated with the **Policyholder** and/or **Participating Organization**;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder** and/or **Participating Organization**; and
- (7) any member who receives incidental remuneration, a per-diem allowance or out-of-pocket expenses for on-call duty.

However, **Volunteer(s)** does not include **Full-Time Paid Employee(s)** or **Part-Time Paid Employee(s)** while acting within the scope of their employment.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

- (1) Accidental Death Benefit. **We** will pay the Accidental Death Benefit Amount shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

In the event that an Accidental Death Benefit and an Accidental Dismemberment Benefit and/or a Vision Impairment Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

- (2) Seat Belt Benefit. If an Accidental Death Benefit is payable under this policy and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt or other vehicle occupant restraint, such as an ambulance harness or tether, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**.
- (3) Safety Vest Benefit. If an Accidental Death Benefit is payable under this policy and death results from being struck as a pedestrian while on the scene of a motor vehicle accident or while directing traffic and the **Insured Person** was wearing a "Safety Vest", **We** will pay an additional amount equal to the Safety Vest Benefit Amount shown in the **Schedule**.

"**Safety Vest**" - means a vest or shirt approved by ANSI 107 Class 2 or Class 3.

- (4) Military Death Benefit. If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, **We** will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

B. ILLNESS LOSS OF LIFE BENEFIT

- (1) If death to an **Insured Person** occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Benefit; or
- (2) If death to an **Insured Person** occurs due to a covered **Illness** as a result of participation in a specific **Covered Activity**; or
- (3) If death to an **Insured Person** occurs within 48 hours of participation in a "Strenuous Emergency Activity" and death is a result of **Cardiovascular Malfunction**; or
- (4) If the **Insured Person** received **Medical Treatment** for a **Cardiovascular Malfunction** within 48 hours of participation in a "Strenuous Emergency Activity" and death to the **Insured Person** occurs within 30 days of participation in that "Strenuous Emergency Activity" and death is a result of **Cardiovascular Malfunction**;

We will pay the Illness Loss of Life Benefit shown in the **Schedule**. **We** will not pay more than one Illness Loss of Life Benefit for the death of any one **Insured Person**. When death occurs as described in (3) or (4) above, **We** will pay this benefit even if death or the **Cardiovascular Malfunction** is not identified as having resulted from participation in the "Strenuous Emergency Activity".

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**, an HIV Positive Benefit was paid to the **Insured Person** under this policy.

“Strenuous Emergency Activity” – means:

- (1) an emergency response for fire suppression and rescue or emergency medical activity; or
- (2) a training exercise which simulates an emergency and where active physical participation is required.

C. DEPENDENT BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Benefit Amount shown in the **Schedule** for each **Dependent**. **We** may make payment directly to:

- (1) the **Dependent’s** guardian; or
- (2) an individual or institution with custody of the **Dependent**, but only if:
 - (a) the **Dependent** is a minor or is not competent to give a valid receipt for payment due to them; and
 - (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative.

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

D. SPOUSAL BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Spousal Benefit Amount shown in the **Schedule** to the **Insured Person’s** surviving spouse. In no event will more than one Spousal Benefit Amount be paid.

E. MEMORIAL BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy for each such death, **We** will also pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder** and/or **Participating Organization**.

F. DEPENDENT ELDER BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each **Dependent Elder**. **We** may make payment directly to the **Dependent Elder**. Payment made in this manner will release **Us** from all liability to the extent of any payment made.

G. REPATRIATION BENEFIT

If an Accidental Death Benefit or Illness Loss of Life Benefit is payable under this policy and the **Insured Person** was beyond a 30 mile radius from their current place of primary residence at the time of death, **We** will pay for reasonable expenses incurred to transport their body to the local vicinity of their current place of primary residence.

We will not pay more than the Repatriation Benefit Amount shown in the **Schedule** per **Insured Person**.

H. BURIAL AND CREMATION BENEFIT

If either an Accidental Death Benefit or Illness Loss of Life Benefit is payable under this policy, and if expenses are incurred for the burial or cremation of the **Insured Person**, **We** will pay the Burial and Cremation Benefit Amount shown in the **Schedule**.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFIT

If **Injury** to an **Insured Person** results in a “Loss” listed below, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown in the **Schedule** for the “Loss” suffered. If the **Insured Person** suffers more than one “Loss” as a result of any one **Injury**, only one amount, the largest, will be paid.

Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Uniplegia	100%
Both Hands or Both Feet	100%
One Hand and One Foot	100%
Entire Sight of Both Eyes	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye	100%
Speech and/or Hearing	100%
One Arm or One Leg	100%
One Hand or One Foot.....	50%
Entire Sight of One Eye.....	50%
Both Thumbs	50%
One Thumb	25%
Each Finger or Toe	10%

“**Loss**” - means **Quadriplegia**, **Paraplegia**, **Hemiplegia**, **Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. **We** will consider such severance to be a “**Loss**” even if reattached. If any reattachment fails and amputation is necessary, **We** will not pay an additional benefit for such amputation. “**Loss**” of speech or hearing means the total and irrecoverable loss of speech and/or hearing. “**Loss**” of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment Benefit and an Accidental Death Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in “Permanent Damage” to the **Insured Person’s** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit Principal Sum shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This benefit chart will apply separately to each eye.

Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the “Permanent Damage”, **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both an Accidental Dismemberment and Paralysis Benefit for a loss of sight and a Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

If a Vision Impairment Benefit is payable, it will be in addition to any Accidental Dismemberment and Paralysis Benefit payable for any non-vision related **Injury** sustained while participating in the same **Covered Activity**. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

“**Permanent Damage**” - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if their physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) “Guides to the Evaluation of Permanent Impairment”. This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

In no event will **We** pay a subsequent Injury Permanent Impairment Benefit for deterioration of the **Insured Person's Injury** after the initial impairment rating.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown

in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher, the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum; or
- (3) if a fracture at the second cervical vertebra causes incomplete **Quadriplegia** with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit Principal Sum since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia**, **Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. HEART PERMANENT IMPAIRMENT BENEFIT

If the **Insured Person** has a "Heart Permanent Impairment" due to a heart condition that results in at least 26 weeks of **Total Disability**, based upon the degree of heart impairment according to the Heart Permanent Impairment Benefit Chart shown below, **We** will pay the indicated percentage of the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

No more than nine months after the **Covered Activity**, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Heart Permanent Impairment Benefit is due.

Heart Permanent Impairment Benefit Chart

<u>Left Ventricular Ejection Fraction</u>	<u>New York Heart Association Functional Classification</u>	<u>Heart Permanent Impairment Benefit Due</u>
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- Age 40 or less - 125% of amount payable
- Age 41 to 65 - 75% of amount payable
- Age 66 or over - 50% of amount payable

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Heart Permanent Impairment Benefit; or,
- (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Heart Permanent Impairment Benefit; or,
- (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Heart Permanent Impairment Benefit.

"Heart Permanent Impairment" - means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in: (1) a "Left Ventricular Ejection Fraction" of 30% or less; and (2) a "New York Heart Association Functional Classification" of II, III, or IV; and (3) at least 26 weeks of **Total Disability**.

"Left Ventricular Ejection Fraction" - means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"New York Heart Association Functional Classification" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I. No symptoms and no limitation in ordinary physical activity.
- II. Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III. Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV. Severe limitations. Experiences symptoms even while at rest.

E. ILLNESS PERMANENT IMPAIRMENT BENEFIT

If **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits paid under this policy, **We** will pay the indicated percentage of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

If the **Insured Person** is unable to return to their occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is approved for Social Security disability benefits and is still receiving Social Security disability benefits at the end of five years (260 weeks) or, if not eligible for Social Security disability benefits and they otherwise meet the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit Principal Sum as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

If an **Insured Person** has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is the indicated percentage of the Illness Permanent Impairment Principal Sum shown in the **Schedule**, less the amount previously paid under the Heart Permanent Impairment Benefit. The indicated percentage described in the first paragraph of this section will also apply to the total amount payable.

F. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

If, as the result of **Injury**, an **Insured Person** suffers a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn, **We** will pay the indicated percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visible exposure (i.e., the more visible the exposure the higher the classification);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit.

For example, by using the Cosmetic Burn Chart shown below:

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for a covered cosmetic disfigurement **Injury**. If the **Insured Person** suffers burns in more than one area as a result of any one **Injury**, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	100.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, or Illness Permanent Impairment Benefit payable under this policy. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

G. HIV POSITIVE LUMP SUM LIVING BENEFIT

If, as a direct result of participation in a specific **Covered Activity**, an **Insured Person** receives a positive "HIV Test Result", **We** will pay the HIV Positive Lump Sum Living Benefit Principal Sum shown in the **Schedule**, subject to the following conditions:

- (1) the **Insured Person** must receive a negative "HIV Test Result" within one week after the **Covered Activity**; and
- (2) the **Insured Person** must receive a positive "HIV Test Result" within one year after the **Covered Activity**.

In the event that an HIV Positive Lump Sum Living Benefit and (1) an Illness Loss of Life Benefit or (2) an Illness Permanent Impairment Benefit are both payable under this policy as a result of any one **Illness** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

“HIV Test Result” - means the documented absence (negative result) or presence (positive result) of detectable **HIV** antibodies in the blood of an **Insured Person** as substantiated through both a screening test such as enzyme-linked immunosorbent assay (ELISA) and a supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA), with interpretation of the results as specified by the manufacturer(s).

PART III. WEEKLY INCOME BENEFITS

A. TOTAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits paid or payable to the **Insured Person** from any workers' compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage**, and the sum of any earned income, disability income benefits paid or payable to the **Insured Person** from any workers' compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.

C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** will be increased after Total Disability Benefits or Partial Disability Benefits have been paid to the **Insured Person** for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which they are suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any workers' compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"**Covered Retraining Expenses**" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in a **Permanent Impairment** and, due to a covered **Injury**, it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week (or 521st week if the Extended Total Disability Benefit is selected) from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

For example:

If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating due to an **Injury** will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

PART VI. COMA PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers an **Injury** or **Illness** which results, within thirty days of the causative **Covered Activity**, in a **Permanent Coma**, **We** will pay the Coma Permanent Impairment Benefit Monthly Amount shown in the **Schedule** each month, for a maximum of 36 months, during the life of the **Insured Person**. **We** will make these payments retroactive to the first day of the **Permanent Coma**.

PART VII. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

If, as a result of a covered **Injury** or **Illness**, an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

We will pay the medical expense benefits subject to the **Policyholder** and/or **Participating Organization's** choice of 1 or 2 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any workers' compensation act or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable workers' compensation act or similar law, but are covered under this policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any workers' compensation act or similar law, no fault automobile insurance plan or similar law, or any **Other Valid and Collectible Insurance**.

We will not pay more than the Medical Expense Benefit Maximum Amount shown in the **Schedule** for any one **Injury** or **Illness**.

"Home Health Care" - means those nursing and other home health care services provided to an **Insured Person** in their place of residence. **"Home Health Care"** must be:

- (1) performed by a "Home Health Care Practitioner";
- (2) in lieu of confinement in a **Hospital** or nursing facility; and
- (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"Home Health Care Practitioner" - means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a **"Home Health Care**

Practitioner” unless such practitioner is:

- (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and
- (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

If an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are payable, **We** will pay the **Reasonable and Customary Expense(s)** incurred. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST-TRAUMATIC STRESS DISORDER BENEFIT

If, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires **Medical Treatment** for a **Post-Traumatic Stress Disorder**, **We** will pay the **Reasonable and Customary Expense(s)** incurred. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post-Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. TRAUMATIC INCIDENT BENEFIT

If, as the result of involvement in a **Traumatic Incident** with the **Policyholder** and/or **Participating Organization** that occurs while coverage under this policy is in force, an **Insured Person** requires counseling care, **We** will pay the **Reasonable and Customary Expense(s)** incurred for such care which is provided by an appropriately certified provider within 180 days after the **Traumatic Incident**. **We** will not pay more than the Traumatic Incident Benefit Amount shown in the **Schedule** per **Insured Person** for any one **Traumatic Incident**. **We** will not pay more than the Traumatic Incident Benefit Maximum Amount shown in the **Schedule** for any one **Insured Person**, regardless of the number of **Traumatic Incidents**.

E. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

If a “Critical Incident Stress Management Team” is requested and authorized by the **Policyholder** and/or **Participating Organization** and is required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, **We** will pay the reasonable expenses incurred by a “Critical Incident Stress Management Team”. Covered expenses include, but are not limited to, the cost of necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

“Critical Incident Stress Management Team (CISMT)” - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

F. FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such

Injury or Illness.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

G. FAMILY BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

If an Accidental Death or Illness Loss of Life Benefit is payable under this policy or if an **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force and a **Dependent** or "Resident" **Immediate Family Member**, of an **Insured Person** requires counseling, **We** will pay the reasonable expense(s) incurred for counseling. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Family Bereavement and Trauma Counseling Benefit Maximum Amount shown in the **Schedule** for each **Dependent** or "Resident" **Immediate Family Member** for any one **Covered Activity**.

"**Resident**" - means that the **Immediate Family Member's** domicile is at the home of the **Insured Person**. A domicile is where the **Immediate Family Member's** permanent home is located or the place the **Immediate Family Member** intends to return to after a short-term absence, such as, but not limited to; vacation, business assignment, college, military assignment.

H. EMERGENCY MEDICAL TRANSPORTATION BENEFIT

If an **Insured Person** suffers a covered **Injury** or **Illness** that warrants their "Emergency Medical Transportation" while they are outside a 50-mile radius from the nearest **Hospital** or other medical facility where appropriate **Medical Treatment** can be obtained, **We** will pay the reasonable expenses incurred for "Emergency Medical Transportation Expense". **We** will not pay more than the Emergency Medical Transportation Benefit Maximum shown in the **Schedule** per **Insured Person** requiring "Emergency Medical Transportation".

The "Emergency Medical Transportation" must be ordered by appropriate medical personnel in accordance with any applicable protocol or procedure. If no such protocol or procedure applies, the ordering medical personnel must certify that the severity of the **Insured Person's Injury** or **Illness** warranted their "Emergency Medical Transportation". All transportation arrangements made for the "Emergency Medical Transportation" must be by the most direct and economical conveyance and route possible.

Following an "Emergency Medical Transportation" for which an Emergency Medical Transportation Benefit is payable, **We** will also pay a Family Travel Benefit for reasonable expenses incurred for:

- (1) the **Insured Person's** spouse, or other person chosen by the **Insured Person**, to travel between their current place of primary residence and the **Hospital** or other medical facility where the **Insured Person** is confined; and
- (2) lodging and meals for up to 7 days for the **Insured Person's** spouse, or other person chosen by the **Insured Person**, in the area where the **Insured Person** is confined. **We** will only pay for such expenses while the **Insured Person** remains confined.

This Family Travel Benefit will be payable to the **Insured Person's** spouse or to the other person chosen by the **Insured Person** who incurred the eligible expenses. **We** will not pay more than the Family Travel Benefit Maximum Amount shown in the **Schedule** per **Insured Person** requiring "Emergency Medical Transportation".

"**Emergency Medical Transportation**" – means the **Insured Person's** urgent and necessary transportation from any place to the nearest **Hospital** or other medical facility where appropriate **Medical Treatment** can be

obtained for the covered **Injury** or **Illness**. An “**Emergency Medical Transportation**” also includes **Medical Treatment**, medical services and medical supplies necessarily received in connection with such transportation.

“**Emergency Medical Transportation Expense(s)**” – means an expense that:

- (1) is charged for a medically necessary “Emergency Medical Transportation” service;
- (2) does not exceed the usual level of charges for similar transportation, treatment, services or supplies; and
- (3) does not include charges that would not have been made if no insurance existed.

PART VIII. TRANSITION BENEFIT

If, while the **Insured Person** is receiving Total Disability benefits under this policy, they are involuntarily terminated from their regular employment and so remains unemployed after their Total Disability benefits end under this policy, and the Transition Benefit is indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Disability Weekly Amount. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

PART IX. FELONIOUS ASSAULT BENEFIT

If an **Insured Person** suffers a covered **Injury** or **Illness** as a result of a “Felonious Assault” that is directed at the **Insured Person** while they are participating in a **Covered Activity**, and one or more of the following are payable: Accidental Death Benefit, Illness Loss of Life Benefit, Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, Illness Permanent Impairment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, or HIV Positive Lump Sum Living Benefit as provided by this policy, and the Felonious Assault Benefit is indicated in the **Schedule**, **We** will pay the Felonious Assault Benefit Amount.

We will not pay more than the Felonious Assault Benefit Amount shown in the **Schedule** per **Insured Person**.

“Felonious Assault” will not apply to a police officer while acting within the scope of their employment.

“**Felonious Assault**” - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART X. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under this policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for “Home Alteration and Vehicle Modification Expenses” that are incurred within three years after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

We will pay any “Home Alteration and Vehicle Modification Expenses” incurred by an **Insured Person** in excess of benefits paid or payable under any workers’ compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

“Home Alteration and Vehicle Modification Expenses” - means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person’s** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person’s** residence and the modifications to their motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

PART XI. DEPENDENT CARE EXPENSE BENEFIT

If an **Insured Person** is **Totally Disabled** due to a covered **Injury** or **Illness**, **We** will reimburse resultant “Dependent Care Expense” amounts that are newly incurred by the **Insured Person** during the period of **Total Disability**, subject to the limitations stated below.

For each day of care obtained and the associated “Dependent Care Expense” incurred, **We** will reimburse up to the Dependent Care Expense Benefit Amount shown in the **Schedule** for each eligible **Dependent** who received or was enrolled in care that day.

We will reimburse such “Dependent Care Expense” for a maximum of 182 days, but not more than the Dependent Care Benefit Maximum Amount shown in the **Schedule**.

“Dependent Care Expense” – means the reasonable and customary cost of supervision or nursing services for a **Dependent** if they are a child aged 12 years or younger or if they are mentally or physically disabled or infirm and would reasonably require such care. **“Dependent Care Expense”** does not include the cost of any care provided by an **Insured Person** or an **Immediate Family Member**, nor by any individual or organization that is not duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received.

PART XII. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL BENEFIT

If Weekly Income Benefits are payable under this policy and the Weekly Hospital Benefit is indicated in the **Schedule**, **We** will also pay the Weekly Hospital Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Illness**.

The Weekly Hospital Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 104 weeks for all **Injuries** or **Illnesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Benefit Amount shown in the **Schedule** is doubled.

B. FIRST WEEK TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the First Week Total Disability Benefit is indicated in the **Schedule**, **We** will pay a one-time additional weekly benefit equal to the First Week Total Disability Benefit Amount shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the First Week Total Disability Benefit Amount for each full day of **Total Disability**. **We** will pay the First Week Total Disability Benefit Amount in addition to any other weekly benefit payable under this policy.

C. COORDINATED 28 DAY TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the Coordinated 28 Day Total Disability Benefit is indicated in the **Schedule**, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of the Total Disability Weekly Amount (first 28 days) payable under this policy and any disability income benefits received by the **Insured Person** from any workers' compensation act or similar law not to exceed the Coordinated 28 Day Total Disability Benefit Maximum Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled**. This benefit is payable for the first 28 days of **Total Disability**.

If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Coordinated 28 Day Total Disability Benefit for each full day of **Total Disability**.

D. EXTENDED TOTAL DISABILITY BENEFIT

If an **Insured Person** is **Totally Disabled** and the Extended Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from five years (260 weeks) to 10 years (520 weeks).

E. LONG-TERM TOTAL DISABILITY BENEFIT

If an **Insured Person** meets the definition of **Long-Term Total Disability** and the Long-Term Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Extended Total Disability Benefit from 10 years (520 weeks) to age 70.

The Long-Term Total Disability Benefit amount payable will be based on the Weekly Income Benefit Amount

payable on the 29th day of **Total Disability**, plus annual compounded increases, offset by any Weekly Injury Permanent Impairment Benefit payable for the same loss.

If an **Insured Person** becomes able to return to their regular occupation or becomes otherwise employed, benefits under **Long-Term Total Disability** will cease.

F. COST OF LIVING ADJUSTMENT (COLA) BENEFITS

(1) Weekly Injury Permanent Impairment COLA

(2) Long-Term Total Disability COLA

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA Benefit is indicated in the **Schedule** and the Weekly Injury Permanent Impairment Benefit or the Long-Term Total Disability Benefit becomes payable under this policy, the amount payable will be increased annually after benefits have been paid for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%.

G. EXTRA EXPENSE BENEFIT

After 26 weeks of an **Insured Person's Total Disability** due to a covered **Injury** or **Illness**, **We** will pay the Extra Expense Benefit Monthly Amount shown in the **Schedule**. This benefit will cease when the **Insured Person** is no longer **Totally Disabled**. **We** will not pay more than the Extra Expense Benefit Maximum Amount shown in the **Schedule**.

If an **Insured Person** is **Totally Disabled** for less than a month, **We** will pay 1/28 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

H. 24-HOUR ACCIDENT BENEFIT – INJURY ONLY

24-Hour Accidental Death Benefit. **We** will pay the 24-Hour Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the 24-Hour Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

We will pay the 24-Hour Accident Benefit Amount, as described above, when a **Covered Person** suffers a bodily injury at any time, whether during a **Covered Activity** or not, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment. Any 24-Hour Accident Benefit payable is in addition to any Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for a 24-Hour Accidental Death, and/or a 24-Hour Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the 24-Hour Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both a 24-Hour Benefit and an Off-Duty Accident Benefit be provided under this policy.

I. OFF-DUTY ACCIDENT BENEFIT - INJURY ONLY

Off-Duty Accidental Death Benefit. **We** will pay the Off-Duty Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

Off-Duty Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the Off-Duty Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

We will pay the Off-Duty Accident Benefit, as described above, when a **Covered Person** suffers a bodily injury that does not occur during a **Covered Activity**, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for an Off-Duty Accidental Death, and/or an Off-Duty Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the Off-Duty Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both an Off-Duty Benefit and a 24-Hour Accident Benefit be provided under this policy.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided by this policy;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by this policy;
- (8) military service of any state or country;
- (9) any form of football, hockey, lacrosse, soccer, boxing, rugby, skiing, martial arts, or any extreme sport activity, such as, but not limited to bungee jumping, hang gliding, and BASE jumping;
- (10) any league sports event, except as covered under the Organized Team Sports Rider; or
- (11) "Cancer".

"Cancer" - means any disease in which abnormal, unregulated cell growth forms malignant tumors and/or invades nearby tissues. This includes, but is not limited to: carcinoma, sarcoma, leukemia, lymphoma and multiple myeloma, and central nervous system cancers.

OTHER COVERAGE WITH US

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, **Schedule**, riders, endorsements, amendments, or other attached papers make up the entire contract between the **Policyholder** and/or **Participating Organization** and **Us**.

No change in this policy will be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy. No agent may change or waive any of the provisions of the policy.

Statements: In the absence of fraud, all statements made by the **Policyholder** and/or **Participating Organization** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** and/or **Participating Organization** and unless a copy of the statement is furnished to the **Insured Person**, their beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the Policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: This policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as

soon after as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder** and/or **Participating Organization's** name, and the Policy Number.

Proof of Loss: Proof must be given as soon as reasonably possible. If this policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, **We** will pay any benefits due. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder** and/or **Participating Organization**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

If the **Policyholder** and/or **Participating Organization** requests, **We** may (at **Our** option) pay benefits to the **Policyholder** and/or **Participating Organization**. The **Policyholder** and/or **Participating Organization** will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

Benefit Overpayment Recovery: If **We** discover any benefit overpayment by **Us**, **We** may recover all or any amount that **We** determine to be such an overpayment.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under this policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** and/or **Participating Organization**. The beneficiary's consent is not required for this or any other change in this policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of this policy, which, on its effective date, is in conflict with the

laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** and/or **Participating Organization** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Examination and Audit: **We** will be permitted to examine and audit a **Policyholder** and/or **Participating Organization's** records relating to this policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under this policy.

Duty to Cooperate: The **Policyholder**, **Participating Organization** and the **Insured Person** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under this policy. Neither the **Policyholder**, **Participating Organization** nor the **Insured Person** will voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**, **Participating Organization** or the **Insured Person**.

Not In Lieu of Workers' Compensation: This policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of this policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated their age, there will be an adjustment of said benefit based on their true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: This policy is non-assignable. An **Insured Person** may not assign any of their rights, privileges or benefits under this policy.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 11/1/2025 forms a part of Policy No. VFP-4523-02764G-0 issued to CITY OF TROY FIRE DEPARTMENT by National Union Fire Insurance Company of Pittsburgh, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See

<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.



Accident & Sickness Summary of Coverages

PREPARED FOR:
CITY OF TROY FIRE DEPARTMENT

FOREWORD

This Summary of Coverage is a brief description of benefits provided under your VFIS Accident and Sickness policy. This summary is not binding on your organization, VFIS or the insurance companies we represent. Actual coverage is provided only by the policy. If there are any conflicts between this document and the policy, the policy will govern.

This document reflects **renewal** coverage information that is not yet effective as of the document preparation date.

Please update your benefits as circumstances change. Contact your insurance representative or VFIS to discuss how benefit changes might be beneficial to your members.

Policies included in this summary

Policy <u>Number</u>	Effective <u>Date</u>	Expiration <u>Date</u>	Total Estimated <u>Annual Premium</u>	Premium Breakdown <u>Volunteer / Career</u>	
VFP 4523-02764G-00	11/01/2025	11/01/2026	\$4,792	\$4,792	\$0

Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania insurance company with its principal place of business at 1271 Ave of the Americas, FL 37, New York, NY 10020-1304, currently authorized to transact business in all states and the District of Columbia under policy series V70000.

GENERAL INFORMATION

First Named Insured: CITY OF TROY FIRE DEPARTMENT

Mailing Address: 500 WEST BIG BEAVER ROAD
TROY, MI 48084

WHO IS COVERED?

Coverage is provided for the following membership classes and any bystander deputized at the time of the emergency.

Volunteer coverage

Volunteers include auxiliary members, junior members, members-in-training, officers, directors, trustees and administrative personnel. Non-member volunteers asked to help are also covered while participating in a Covered Activity. Throughout this summary these personnel are identified as members.

Volunteer members are considered members who are non-compensated, paid on call and/or part-time paid members averaging less than 30 hours a week. Your volunteer coverage does not extend to paid employees (career), except for administrative personnel.

WHEN DOES COVERAGE APPLY?

Coverage applies while a member is participating in a specific Covered Activity.

Coverage is provided when a member performs any normal duty of the emergency service organization when under the direction of an officer, whether it is an emergency or non-emergency duty. Travel to and from these duties is covered.

A Covered Activity also includes an activity that requires immediate action by the member at the scene of an emergency while not acting on behalf of any organization. These activities are commonly called Good Samaritan Acts.

Athletic events for fundraising, social functions attended primarily by members (such as softball games at annual picnics), firematic events, training and athletic events on premise and approved by the organization are also Covered Activities.

Coverage is limited for other athletic events and there is no coverage for league sports (unless a rider is attached to the policy). Football, hockey, lacrosse, soccer, boxing, rugby, skiing and martial arts, or any extreme sport activity, like bungee jumping, hang gliding, and BASE jumping are excluded sports. If your emergency service organization is involved in athletic events contact your VFIS representative.

WHAT BENEFITS ARE PROVIDED?

Benefits are paid for Injury(ies) or Illness(es). An Illness is a disease, sickness or infection which;

1. Occurs during and resulting from a member's participation in a Covered Activity; or
2. Directly results from participation in a Covered Activity.
3. Occurs within 48 hours of participation in a "Strenuous Emergency Activity" and death is a result of Cardiovascular Malfunction; or
4. If the Injured Person received Medical Treatment for Cardiovascular Malfunction within 48 hours of participation in a "Strenuous Emergency Activity" and death to the Injured Person occurs within 30 days of participation in that "Strenuous Emergency Activity" and death is a result of Cardiovascular Malfunction;
5. Illness also includes the Mandatory Quarantine of an Injured Person

Examples of Illness include heart impairment, infectious disease or strokes.

VOLUNTEER

LOSS OF LIFE BENEFITS	Limit
Accidental Death Benefit Amount.....	\$50,000
Seat Belt Benefit Amount.....	\$12,500
Safety Vest Benefit Amount.....	\$12,500
Military Death Benefit Amount.....	\$15,000
Illness Loss of Life Benefit Amount.....	\$50,000
Dependent Benefit Amount.....	\$30,000
Spousal Benefit Amount.....	\$15,000
Memorial Benefit Amount.....	\$5,000
Dependent Elder Benefit Amount.....	\$10,000
Repatriation Benefit Amount.....	\$2,500
Burial and Cremation Benefit Amount.....	\$10,000

We will pay a Death Benefit when a member dies as a result of an Injury or Illness that occurs:

- a. during a specific Covered Activity; or
- b. due to a covered Injury or Illness; or
- c. due to a Cardiovascular Malfunction within 48 hours of an emergency response or training exercise requiring active physical participation
- d. due to Cardiovascular Malfunction which a member received Medical Treatment within 48 hours of an emergency response or training exercise requiring active physical participation and the death due to the Cardiovascular Malfunction, occurs within 30 days.

The Memorial Benefit is paid to the members' department to be used at the department's discretion for items such as final expenses, establishing a memorial or trust fund, or to provide financial assistance to beneficiaries.

LUMP SUM LIVING BENEFITS	Limit
Accidental Dismemberment and Paralysis Benefit Principal Sum.....	\$50,000
Vision Impairment Benefit Principal Sum.....	\$50,000
Injury Permanent Impairment Benefit Principal Sum.....	\$50,000
Heart Permanent Impairment Benefit Principal Sum.....	\$50,000
Illness Permanent Impairment Benefit Principal Sum.....	\$50,000
Cosmetic Disfigurement Resulting From Burns Principal Sum.....	\$50,000
HIV Positive Lump Sum Living Benefit Principal Sum.....	\$50,000

Impairment and Dismemberment Benefits are paid at a percentage of the benefit limit, subject to the specific terms of the policy. However, the HIV Benefit is provided in a lump sum according to the policy terms and conditions.

VOLUNTEER

WEEKLY INCOME BENEFITS

Limit / Duration

During the first 28 days of Total Disability the weekly benefit payable is the limit shown.	\$750
After 28 days of Total Disability the weekly limit shown is the maximum amount payable. The actual amount payable is equal to 100% of your member's pre-disability wages offset by loss of income benefits received from Workers' Compensation and Other Valid and Collectible Insurance.	\$750
Minimum amount of Total Disability payable after 28 days.	\$188
Maximum period for which Total Disability benefits are paid.	5 years
During the first 28 days of Partial Disability the weekly benefit payable is the limit shown.	\$375
After 28 days of Partial Disability the weekly limit shown is the maximum amount payable.	\$375
Minimum amount of Partial Disability payable after 28 days.	\$94
Maximum period for which Partial Disability benefits are paid.	1 year
Weekly Injury Permanent Impairment (Lifetime) Benefit.	Included
Weekly Injury Permanent Impairment Benefit COLA.	Not Included

Total Disability means the member is unable to perform all the material and substantial duties of their own occupation.

Total Disability benefits will be increased on July 1, following the first 52 consecutive weeks. Benefits will be increased a minimum of 5% up to a maximum of 10%, based on the increase of the CPI-U.

Partial Disability means the member is unable to perform one or more, but not all, of the material and substantial duties of their own occupation.

Weekly Injury Permanent Impairment Benefit:

If a member suffers a 50% or greater Permanent Impairment as a result of an Injury, we will pay a weekly benefit equal to the percentage of the Permanent Impairment multiplied by the weekly disability benefit the member was receiving on the 29th day of disability. Payments begin when Total Disability benefits and Extended Total Disability benefits (when selected) end. Weekly Injury Permanent Impairment benefits will continue for life. The member could go back to their own or any other occupation and continue to receive this benefit.

Permanent Impairment means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and is considered stable or non-progressive at the time the evaluation is made. The evaluation of Permanent Impairment is based on the current version of the American Medical Association's *"Guides to the Evaluation of Permanent Impairment."*

VOLUNTEER

MEDICAL EXPENSE BENEFITS	Limit
Medical Expense Benefit Maximum Amount.....	\$10,000
Benefits Paid: Excess of Workers' Compensation	
Cosmetic Plastic Surgery Maximum Amount.....	\$25,000
Post-Traumatic Stress Disorder Maximum Amount.....	\$25,000
Traumatic Incident Benefit Amount.....	\$1,000
Traumatic Incident Maximum Amount.....	\$5,000
Critical Incident Stress Management Maximum Amount.....	\$25,000
Family Expense Benefit (per day).....	\$100
Family Bereavement and Trauma Counseling Benefit	
Maximum Amount (per person).....	\$1,000
Emergency Medical Transportation Benefit	
Maximum Amount.....	\$50,000
Family Travel Expense Maximum Amount.....	\$7,500

Post-Traumatic Stress Disorder means emotional stress resulting from a Traumatic Incident experienced by a member, during participation in a Covered Activity, which adversely affects their psychological and physical well being.

Traumatic Incident Benefit if a member requires counseling care as a result of involvement in a Traumatic Incident with the Policyholder and/or Participating Organization within 180 days of the Traumatic Incident.

Traumatic Incident means an abnormal experience outside the range of usual human experience.

The **Family Expense Benefit** is paid after a member has been admitted to the hospital as a result of an Injury or Illness. For each day a member participates in Out-Patient Physical Therapy, after being hospitalized, 50% of the benefit shown will be paid. This benefit is payable the first day of hospitalization and paid for up to 26 weeks.

The **Family Bereavement and Trauma Counseling Benefit** is paid after a member's death or exposure to a Traumatic Incident due to participation in a specific Covered Activity which results in the member's spouse, Dependent Child, or Resident Immediate Family Member requiring counseling. Treatment must be prescribed and monitored by a Physician.

Emergency Medical Transportation Benefit: Is paid if, as a result of an Injury or Illness, a member requires Emergency Medical Transportation while they are outside a 50-mile radius from the nearest Hospital or medical facility.

The **Family Travel Benefit** is paid to the member's spouse or the other person chosen who incurred the eligible expenses.

VOLUNTEER

OTHER BENEFITS	Limit
Occupational Retraining Benefit Maximum Amount.....	\$20,000
Coma Permanent Impairment Benefit Monthly Amount.....	\$1,500
Transition Benefit.....	Included
Felonious Assault Benefit Amount.....	\$25,000
Home Alteration and Vehicle Modification Benefit Maximum Amount.....	\$50,000
Dependent Care Expense Benefit Amount (per day, each dependent)	\$75
Maximum Amount.....	\$25,000

Occupational Retraining: If, as a result of an Injury or Illness, a member is not able to be gainfully employed and chooses to enroll in school or a training program with the objective of returning to work, we will pay tuition, room and board and other expenses up to the limit shown above. This coverage is in excess of Workers' Compensation and Other Valid and Collectible Insurance. The program must be agreed upon by the member and VFIS.

Coma Permanent Impairment: If a member suffers an Injury or Illness which results, within thirty days of the causative Covered Activity, in a Permanent Coma, We will pay the Coma Permanent Impairment Benefit Monthly Amount shown in the Schedule each month, for a maximum of 36 months, during the life of the member. We will make these payments retroactive to the first day of the Permanent Coma.

Transition Benefit: If, while receiving Total Disability, a member is terminated from regular employment and remains unemployed after Total Disability benefits end, this benefit will be provided for up to 26 weeks.

Felonious Assault: If an Accidental Death, Illness Loss of Life, Accidental Dismemberment and Paralysis, Vision Impairment, Injury Permanent Impairment, Heart Permanent Impairment, Illness Permanent Impairment, Cosmetic Disfigurement or HIV Positive Lump Sum Living benefit is payable as a result of a Felonious Assault while participating in a Covered Activity, we will pay the Felonious Assault benefit maximum amount. Felonious Assault means any willful or unlawful use of force upon the Insured Person with the intent to cause bodily injury; that results in bodily harm; and that is a felony or a misdemeanor.

Home Alteration and Vehicle Modification: If, as a direct result of an Injury or Illness that results in a covered permanent and irrevocable loss, a member is required to make alterations to his home and/or vehicle we will pay up to the limit shown above for such alterations incurred within three years of the Injury or Illness causing the loss. This benefit is excess of all other benefits payable including no fault automobile insurance and Workers' Compensation.

Dependent Care Expense Benefit: If a member is Totally Disabled due to a covered Injury or Illness, We will reimburse Dependent Care Expense that are newly incurred by the member up to 182 days.

VOLUNTEER

OPTIONAL BENEFITS	Limit
Weekly Hospital Benefit Amount.....	Not Included
First Week Total Disability Benefit Amount	Not Included
Coordinated 28 Day Total Disability Benefit Amount.....	Not Included
Extended Total Disability Benefit.....	Not Included
Long-Term Total Disability.....	Not Included
Long-Term Total Disability COLA.....	Not Included
Extra Expense Benefit	
Monthly Amount.....	Not Included
Maximum Amount.....	Not Included
24-Hour Accident Benefit – Injury only.....	Not Included
Off-Duty Accident Benefit – Injury only.....	Not Included
Organized Team Sports.....	Not Included

Weekly Hospital Benefit provides members with additional weekly income when hospitalization or outpatient physical therapy is required for a covered Injury or Illness.

First Week Total Disability Benefit provides an additional payment for the first week of Total Disability as a result of a covered Injury or Illness.

Coordinated 28 Day Total Disability Benefit protects higher wage earners by providing an additional income benefit after coordinating with Total Disability Benefit Weekly Amount (1st 28 days) and Workers' Compensation as a result of a covered Injury or Illness.

Extended Total Disability Benefit provides Total Disability benefits for a total of 10 years (an additional 260 weeks) when selected.

Long-Term Total Disability Benefit provides Total Disability benefits to age 70, beginning after 10 years (520 weeks) of Total Disability. For this benefit, Total Disability means the inability to perform any Gainful Occupation.

Extra Expense benefits will begin after 26 weeks of Total Disability due to a covered Injury or Illness. This benefit will cease when the member is no longer disabled. The Extra Expense Benefit Maximum Amount is the most we will pay.

24-Hour Accident Benefit – Injury only benefits are provided to a member who dies or suffers dismemberment, vision loss or paralysis due to an accidental Injury. This benefit is payable for both on-duty and off-duty activities.

Off-Duty Accident Benefit – Injury only benefits are provided to a member who dies or suffers dismemberment, vision loss or paralysis due to an accidental Injury. This benefit is payable for off-duty activities.

Organized Team Sports rider provides specified coverage for league sports. (Refer to Policy.)

CAREER PERSONNEL RIDER.....Not Included

Career personnel have the same coverages and limits as Volunteers subject to the following:

- (1) The definition of member is amended to include paid employees of the Policyholder, which is primarily staffed by volunteers. A paid employee is one who works an average 30 hours or more employment per week.
- (2) The following benefit(s) are available only to volunteers and not paid employees:
 - Weekly Injury Permanent Impairment Benefit
 - Weekly Injury Permanent Impairment COLA
 - Transition Benefit
 - Extended Total Disability Benefit
 - Long-Term Total Disability
 - Long-Term Total Disability COLA
 - Extra Expense Benefit
- (3) In no event will coverage provided to paid employees by way of this rider be in lieu of any Workers' Compensation act or similar law.



CITY OF TROY FIRE DEPARTMENT
500 WEST BIG BEAVER ROAD
TROY, MI 48084-0000

INVOICE

Remit Payment To:	Customer #:	C91531	PB #:21034	PB2 #: 08844
GSB c/o M&T Bank Box 62688 Baltimore, MD 21264-2688	Broker:	Gallagher Benefit Services Inc		
	Policy Type:	Group Term Life		
	Policy Number:	CVT302593-25		
	Contract Dates:	11/01/2025 TO 11/01/2026		
	Trans Type:	Renew		
	Effective Date:	11/01/2025		
	Invoice Date	Invoice Number	Payment Due Date	
Please make checks payable to GSB.	09/03/2025	421681132	11/01/2025	

Description	Effective Date	Due Date	Future	Current
Basic Life Premium	11/01/2025	11/01/2025		\$30,073.20
Covered Activity Premium	11/01/2025	11/01/2025		\$856.80
Total Amount Due:				\$30,930.00

If any policy or coverage is not wanted, please notify us immediately. Otherwise, an earned premium will be due the company for the time the policy was in force. Failure to remit payment will result in cancellation of coverage.

Mayor Baker performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, October 6, 2025, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – None

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority, Global Troy Advisory Committee; b) City Council Nominations – None

a) Mayoral Nominations:

Resolution #2025-10-129

Moved by Baker

Seconded by Hamilton

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Downtown Development Authority

Appointed by Mayor

13 Regular Members

4 Year Term

Nominations to the Downtown Development Authority:

Term Expires: 9/30/2029

Kenny Koza

In District

Term currently held by: Kenny Koza

Term Expires: 9/30/2029

Daniel MacLeish

In District

Term currently held by: Daniel MacLeish

Yes: All-7

No: None

MOTION CARRIED

Resolution #2025-10-130

Moved by Baker

Seconded by Hodorek

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Global Troy Advisory Committee

Appointed by Mayor

12 Regular Members

3 Year Term

Nominations to the Global Troy Advisory Authority:

Term Expires: 10/30/2026**Michelle Haight**

Term currently held by: Vacancy-Philippe Cicchini resigned

Term Expires: 10/30/2028**Edward Chezick**

Term currently held by: Edward Chezick

Term Expires: 10/30/2028**Daniela Natcheva**

Term currently held by: Daniela Natcheva

Term Expires: 10/30/2028**Carolina Noguez-Ortiz**

Term currently held by: Carolina Noguez-Ortiz

Term Expires: 10/30/2028**Youdong Zhou**

Term currently held by: Youdong Zhou

Yes: All-7

No: None

MOTION CARRIED**b) City Council Nominations: None****I-3 No Closed Session Requested****I-4 Bid Waiver – Catalog Upgrade to Vega Discover Premium and Polaris SMS for Troy Public Library (*Introduced by: Emily Dumas, Library Director*)**

Resolution #2025-10-131

Moved by Hodorek

Seconded by Chanda

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** the three-year contract with *Clarivate of Ann Arbor, MI* for the upgrade of the public catalog to the Vega Discover Premium platform and Polaris SMS messaging service for an estimated three-year total cost of \$136,503, as detailed in the attached agreement.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** ongoing contract renewals of the Vega Discover Premium and Polaris SMS system with *Clarivate* as needed by the Troy Public Library for a not to exceed renewal rate increase amount of 5%.

BE IT FINALLY RESOLVED, That the Troy Public Library Director is **AUTHORIZED** to **EXECUTE** the agreement with *Clarivate*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED**J. CONSENT AGENDA:**

J-1a Approval of “J” Items NOT Removed for Discussion

Resolution #2025-10-132-J-1a
Moved by Hamilton
Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: All-7
No: None

MOTION CARRIED

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Resolution #2025-10-132-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Special Meeting Minutes-Draft – September 29, 2025
- b) City Council Minutes-Draft – September 29, 2025

J-3 Proposed City of Troy Proclamations:

Resolution #2025-10-132-J-3

- a) Service Commendation for Stage Nature Center Executive Director Carla Reeb

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Low Bidders Meeting Specification – Snow Removal Services**

Resolution #2025-10-132-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide seasonal requirements of snow removal services with an option to renew for two (2) additional seasons to *Greenline Lawn Service of Troy, MI* for Proposals A and B and *DiPonio Contracting, LLC of Shelby Township, MI* for Proposal C, for Front End Loader with a 3-yard capacity, Front End Loader with 5-yard capacity, Pickup with 8-foot blade, and Truck with 10-foot snowplow, at unit prices contained in the bid tabulation opened September 25, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contracts expiring April 30, 2028.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City of Troy Administration to extend prices established in Proposals A, B, and C to additional vendors meeting requirements under emergency conditions for snow and ice removal.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon contractors' submission of properly executed contract documents, including insurance certificates and all other specified requirements.

J-5 2025-2026 Winter Maintenance Agreement, Road Commission for Oakland County

Resolution #2025-10-132-J-5

RESOLVED, That the 2025-2026 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy for Snow and Ice Control of county roads, which are described and outlined in Exhibit A, is hereby **APPROVED**, and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement, which is authorized by the provisions of 1951 PA 51 (MCL 247.651 et seq), shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Ken Brodzinski	Commented on the November 4 th election and how to vote
Larry Chase	Shared information about the 988 veterans crisis line

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Mayor Pro Tem Gunn replied that he supports the 988 veterans crisis line.

Council Member Hamilton asked City Clerk Dickson to provide additional information regarding the upcoming election.

There was a consensus of City Council to request more information from City Management about putting 988 information on City facilities and vehicles.

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Building Code Board of Appeals-Final – September 3, 2025
Noted and Filed

O-2 Department Reports:

- a) 2025 Bond Proposal Communications Plan Updates
- b) Third Quarter 2025 Litigation Report
Noted and Filed

O-3 Letters of Appreciation: None Submitted

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P-1 Council Comments

Council Member Brooks recognized Council Member Chamberlain-Creanga for her time serving on the board at the Michigan Municipal League. She also recognized that October is Breast Cancer Awareness Month and reminded women to get their annual mammogram. Council Member Brooks announced the Nature Uncorked fundraising event to be held on Friday, November 7, 2025 from 6pm-9pm at the Troy Community Center and commented that tickets may be purchased online. Lastly, she expressed her appreciation serving with her fellow Council Members, and she commented on the spirit embedded with respect for one another, collaboration and dedication.

Council Member Chamberlain-Creanga thanked Council Member Brooks for recognizing Breast Cancer Awareness Month, and she also recognized that October is Pregnancy and Infant Loss Awareness Month. She commented on the proclamation recognizing Carla Reeb, Executive Director for the Stage Nature Center for her years of service. Council Member Chamberlain-Creanga recognized that October 2nd was National Custodian Appreciation Day and noted her appreciation for all they do. Lastly, she commented that this week is Fire Prevention Week and

the Fire Department held their Fire Station Open Houses throughout the City, and she appreciates their dedication and service to the City.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 7:56 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

October 20, 2025.....	Regular Meeting
November 10, 2025.....	Regular Meeting
November 17, 2025.....	Regular Meeting
December 1, 2025.....	Regular Meeting
December 15, 2025.....	Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.a.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
Mike Verstraete, Streets and Drain Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Liquid Calcium Chloride

History

- The Streets and Drains Division uses a Liquid Calcium Chloride solution on an as-needed basis to assist in gravel road dust control and the snow removal process by applying the solution directly onto the road salt to make it more effective in colder temperatures. Depending on temperatures and road conditions, the solution is added at a rate of 8 -12 gallons per ton of salt.
- The 32% solution is used for snow and ice control.
- The 38% solution is used for dust control on gravel roads.
- The current contract expires November 30, 2025.

Purchasing

On October 9, 2025, a bid opening was conducted as required by City Charter and Code for seasonal requirements of Liquid Calcium Chloride with an option to renew for one additional season. The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com/city-of-troy-mi. One (1) bid response and one no-bid were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	302
Troy Companies notified via MITN	2
Troy Companies- Active email notification	2
Troy Companies- Active Free	0
Companies that viewed the bid	26
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFOs and Quote opportunities within the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- Upon review of the bid response, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI* is the low bidder meeting specifications and is being recommended for the supply of seasonal requirements of Liquid Calcium Chloride with the option to renew for one (1) additional season; contract expiring November 30, 2027.

Financial

Funds are available in the Major and Local Road Operating Budgets of the Public Works Streets Division for the 2026 Fiscal Year.

Recommendation

City Management recommends awarding a contract to provide seasonal requirements of Liquid Calcium Chloride with an option to renew for one (1) additional year to the low bidder meeting specifications, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI*, for an estimated total cost of \$70,960.00 at the unit prices contained in the bid tabulation opened October 9, 2025; not to exceed budgetary limitations.

Opening Date: 10/09/2025
Date Reviewed: 10/09/2025

CITY OF TROY
BID TABULATION
LIQUID CALCIUM CHLORIDE

ITB-COT 25-28
Page 1 of 1

VENDOR NAME: Liquid Calcium Chloride Sales
CITY: Kawkawlin, MI

PROPOSAL: ONE -YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

ESTIMATED QUANTITY	DESCRIPTION	PRICE/ GALLON	6,000-9,000 GALLON LOADS
OPTION A: 38% Dust Control			
20,000 GALS	Bidder will deliver to a storage tank located at 4693 Rochester Rd., Troy, for dust control at shipments of no less than 3,000 gallons , as requested by the City.	\$0.973	\$0.798
Option A Total:		\$19,460.00	\$15,960.00
OPTION B: 32% Snow & Ice Control			
50,000 GALS	Bidder will deliver to a storage tank located at 4693 Rochester Rd., Troy, for snow & ice control at shipments of no less than 2,000 gallons , as requested by the City.	\$1.030	\$0.680
Option B Total:		\$51,500.00	\$34,000.00
Total Option A & B:		\$70,960.00	\$49,960.00

Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Can Meet Insurance:	Y or N	Y
Payment Terms:	Y or N	Net 30 Days
Exceptions:	Y or N	None
Acknowledgement:	Y or N	Y
Safety Data Sheet Provided:	Y or N	N
Forms:	Y or N	Y

No Bid - Michigan Chloride Sales, LLC

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Art Day
Andrew Chambliss
Nellie Bert
Stephanie Kerr

Emily Frontera
Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.b.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
Mike Verstraete, Streets and Drains Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Major and Local Street Pavement Marking

History

- Pavement markings are installed per the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and are used to convey messages to roadway users on what part of the road to use and also to communicate conditions ahead.
- Major Street Pavement Markings are completed on an as-needed basis throughout the year.
- Pavement marking cost history by year is detailed below:
 - 2022 \$257,949.57
 - 2023 \$239,013.92
 - 2024 \$54,393.26
 - 2025 \$150,372.00
- PK Contracting is the current awarded Major Streets Pavement Markings Contractor.
- The current contract is expiring June 30, 2025.

Purchasing

- On September 25, 2025 a bid opening was conducted as required by City Charter/Code to furnish Major and Local Street Pavement Markings for two (2) years with an option to renew for one (1) additional year.
- The bid was posted on Bidnet Direct/MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- One hundred and seventeen (117) vendors were notified via the MITN website. One (1) bid response was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	117
Troy Companies notified via MITN	5
Troy Companies- Active email notification	5
Troy Companies- Active Free	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFOs and Quote opportunities within the City.

Active MITN non-paying members are responsible to monitor and

Companies that viewed the bid	13
Troy Companies that viewed the bid	1

check the MITN website for opportunities with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- Upon review of the bid proposal, it was determined that P.K. Contracting, Inc., a Troy, MI company, meets all bid specifications and is qualified to perform the work as specified.
- P.K. Contracting, Inc. of Troy, MI has successfully provided Street Pavement Marking services for the City of Troy and is being recommended for award.

Financial

Funds are budgeted and available in the Major and Local Streets Fund for the 2026 Fiscal Year. Expenditures will be charged to account numbers 202.449.477.802.070 and 203.449.497.802.070.

Recommendation

City management recommends awarding a two (2) year contract with the option to renew for one (1) additional year to sole bidder meeting specifications; PK Contracting, Inc. of Troy, MI to provide Major Street Pavement Marking services at unit prices as detailed in the bid tabulation opened September 25, 2025 and as detailed below by year. Note that the renewal option will have Year 2 increases as specified in the bid tabulation. Pavement Marking Services will be installed on an as needed basis, not to exceed budgetary limitations with the contract expiring June 30 2028.

CITY OF TROY
BID TABULATION
PAVEMENT MARKING

VENDOR NAME:	P.K. Contracting, LLC
CITY:	Troy, MI
CHECK #:	6196604046
AMOUNT:	\$5,000.00

PROPOSAL - Two-Year Requirements of Major & Local Streets Pavement Marking with an Option to Renew for One Additional Year.

MAJOR STREETS

PROPOSAL A: RETRACE EXISTING MARKINGS - Sprayable Thermoplastic

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2025)		Year 2 (2026)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	350,000	4" Solid White, Pavement Marking	\$0.22	\$77,000.00	\$0.24	\$84,000.00
2	200,000	4" Skip White, Pavement Marking	\$0.22	\$44,000.00	\$0.24	\$48,000.00
3	30,000	6" Solid White, Pavement Marking	\$0.30	\$9,000.00	\$0.32	\$9,600.00
4	30,000	6" Skip White, Pavement Marking	\$0.30	\$9,000.00	\$0.32	\$9,600.00
5	30,000	6" Solid Yellow, Pavement Marking	\$0.30	\$9,000.00	\$0.32	\$9,600.00
6	30,000	6" Skip Yellow, Pavement Marking	\$0.30	\$9,000.00	\$0.32	\$9,600.00
7	1,000	Removal of Pavement Marking 6" Yellow and/or White	\$0.68	\$680.00	\$0.70	\$700.00
8	281,000	4" Solid Yellow, Pavement Marking	\$0.22	\$61,820.00	\$0.24	\$67,440.00
9	33,000	4" Skip Yellow, Pavement Marking	\$0.22	\$7,260.00	\$0.24	\$7,920.00
10	1,000	Removal of Pavement Marking 4" Yellow and/or White	\$0.68	\$680.00	\$0.70	\$700.00
PROPOSAL A ESTIMATED TOTAL:			\$227,440.00		\$247,160.00	

PROPOSAL B: MARKING NEW PAVEMENT - Sprayable Thermoplastic

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2025)		Year 2 (2026)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	500	4" Solid White	\$0.35	\$175.00	\$0.36	\$180.00
2	500	4" Skip White	\$0.35	\$175.00	\$0.36	\$180.00
3	500	4" Solid Yellow	\$0.35	\$175.00	\$0.36	\$180.00
4	500	4" Skip Yellow	\$0.35	\$175.00	\$0.36	\$180.00
PROPOSAL B ESTIMATED TOTAL:			\$700.00		\$720.00	

PROPOSAL C: PAVEMENT MARKING LEGEND - REMOVAL

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2025)		Year 2 (2026)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2	School Legend	EA	\$60.00	\$120.00	\$62.00	\$124.00
2	20	Only Legend	EA	\$50.00	\$1,000.00	\$52.00	\$1,040.00
3	400	Right Arrow & Left Arrow	EA	\$45.00	\$18,000.00	\$47.00	\$18,800.00
4	20	Straight Left turn or Right turn	EA	\$70.00	\$1,400.00	\$72.00	\$1,440.00
5	3,500	Stop Bars (Major Rd.) - 24"	LF	\$3.50	\$12,250.00	\$3.55	\$12,425.00
6	5,000	Curing Compound Removal	LF	\$2.00	\$10,000.00	\$2.05	\$10,250.00
7	7,500	Cross Walk (Major Rd.) - 24"	LF	\$3.50	\$26,250.00	\$3.55	\$26,625.00
PROPOSAL C ESTIMATED TOTAL:				\$69,020.00		\$70,704.00	

PROPOSAL D: PAVEMENT MARKING TAPE - 3M Stamark Tape Series 270 ES or Alternative Material

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2025)		Year 2 (2026)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	5	School Legend	EA	\$250.00	\$1,250.00	\$255.00	\$1,275.00
2	20	Only Legend	EA	\$180.00	\$3,600.00	\$185.00	\$3,700.00
3	400	Right Arrow & Left Arrow	EA	\$180.00	\$72,000.00	\$185.00	\$74,000.00
4	20	Straight Left turn or Right turn	EA	\$250.00	\$5,000.00	\$255.00	\$5,100.00
5	5,000	Stop Bars (Major Rd.) - 24"	LF	\$12.00	\$60,000.00	\$12.50	\$62,500.00
6	10,000	Cross Walk (Major Rd.) - 24"	LF	\$12.00	\$120,000.00	\$12.50	\$125,000.00
PROPOSAL D ESTIMATED TOTAL:				\$261,850.00		\$271,575.00	
Manufacturer/Product #				3M/A270			

CITY OF TROY
BID TABULATION
PAVEMENT MARKING

ITB-COT 25-26
Page 2 of 3

VENDOR NAME:
CITY:

P.K. Contracting, LLC
Troy, MI

PROPOSAL E: RECESSED Polyurea PAVEMENT MARKING - Per MDOT Specifications

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2025)		Year 2 (2026)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2	School Legend	EA	\$300.00	\$600.00	\$305.00	\$610.00
2	10	Only Legend	EA	\$270.00	\$2,700.00	\$275.00	\$2,750.00
3	35	Right Arrow & Left Arrow	EA	\$270.00	\$9,450.00	\$275.00	\$9,625.00
4	2	Straight Left turn or Right turn	EA	\$300.00	\$600.00	\$305.00	\$610.00
5	330	Stop Bars (Major Rd.) - 24"	LF	\$15.75	\$5,197.50	16	\$5,280.00
6	450	Cross Walk (Major Rd.) -24"	LF	\$15.75	\$7,087.50	\$16.00	\$7,200.00

PROPOSAL E ESTIMATED TOTAL:

\$25,635.00

\$26,075.00

PROPOSAL F: 03T811 (A10) RECESSING PAVEMENT MARKINGS 03T811 (A90) PRIMERLESS PATTERNED TAPE - as per MDOT Traffic and Safety Special Provisions (2020)

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2025)		Year 2 (2026)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	1,000	Recessing Pavement Marking	\$1.15	\$1,150.00	\$1.20	\$1,200.00
2	1,000	Primerless Patterned 4" Tape	\$5.00	\$5,000.00	\$6.00	\$6,000.00

PROPOSAL F ESTIMATED TOTAL:

\$6,150.00

\$7,200.00

				Year 1 (2025)		Year 2 (2026)	
PROPOSAL A - F (Major Streets) ANNUAL TOTALS:				\$590,795.00		\$623,434.00	

**ESTIMATED GRAND TOTAL -
PROPOSALS A - F - TWO YEARS:**

\$1,214,229.00

LOCAL STREETS

PROPOSAL G: RETRACE EXISTING MARKINGS - Sprayable Thermoplastic

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2025)		Year 2 (2026)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	5,000	4" Solid White, Pavement Marking	\$0.55	\$2,750.00	\$0.60	\$3,000.00
2	5,000	4" Skip White, Pavement Marking	\$0.55	\$2,750.00	\$0.60	\$3,000.00
3	5,000	6" Solid White, Pavement Marking	\$0.55	\$2,750.00	\$0.60	\$3,000.00
4	5,000	6" Skip White, Pavement Marking	\$0.55	\$2,750.00	\$0.60	\$3,000.00
5	5,000	6" Solid Yellow, Pavement Marking	NO BID*			
6	5,000	6" Skip Yellow, Pavement Marking				
7	2,000	Removal of Pavement Marking 6" Yellow and/or White				
8	3,000	4" Solid Yellow, Pavement Marking				
9	10,000	4" Skip Yellow, Pavement Marking				
10	1,000	Removal of Pavement Marking 4" Yellow and/or White	\$0.68	\$680.00	\$0.70	\$700.00

PROPOSAL G - ESTIMATED TOTAL:

\$11,680.00

\$12,700.00

* Note: Items 5-9 cannot be applied with sprayable thermoplastic

PROPOSAL H: PAVEMENT MARKING TAPE - 3M Stamark Tape Series 270 ES or Alternative Material

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2025)		Year 2 (2026)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	5	School Legend	EA	\$250.00	\$1,250.00	\$255.00	\$1,275.00
2	4	Only Legend	EA	\$180.00	\$720.00	\$185.00	\$740.00
3	5	Right Arrow & Left Arrow	EA	\$180.00	\$900.00	\$185.00	\$925.00
4	5	Straight Left turn or Right turn	EA	\$250.00	\$1,250.00	\$255.00	\$1,275.00
5	2,500	Stop Bars (Major Rd.) - 24"	LF	\$12.00	\$30,000.00	\$12.50	\$31,250.00
6	2,000	Cross Walk (Major Rd.) - 24"	LF	\$12.00	\$24,000.00	\$12.50	\$25,000.00

PROPOSAL H - ESTIMATED TOTAL:

\$58,120.00

\$60,465.00

Tape Bid Manufacturer/Product #

3M/A270

PROPOSAL G - H (Local Streets) ANNUAL TOTALS:

\$69,800.00

\$73,165.00

EST'D GRAND TOTAL - ALL PROPOSALS - TWO YEARS:

\$1,357,194.00

BID TABULATION
PAVEMENT MARKING

Page 3 of 3

VENDOR NAME:		P.K. Contracting, LLC
CITY:		Troy, MI
Proposed Payment Schedule:		Net 30
Contact Information Provided:	Y/N	Y
Years of Experience:		45+
Pre-qualified MDOT Classification:		N-3
Company Numerical Rating:		\$332,612,000
List of Equipment Provided:	Y or N	Y
References:	Y or N	Y
Insurance Met:	Y or N	Y
Warranty:		Per Specs
Exceptions:		None
Acknowledgements:	Y or N	Y
Forms:	Y or N	Y

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Mike Verstraete

Andrew Chambliss

Nellie Bert

Stephanie Kerr

Emily Frontera

Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.c.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Alex Bellak, Information Technology Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – HPE StoreOnce Immutable Storage

History

Immutable backup storage is important because it protects data by ensuring it cannot be modified, deleted, or altered after being written. This protects against ransomware attacks, accidental deletions, and insider threats, maintains data integrity, and ensures compliance with regulations.

The current storage units were purchased in 2015 and 2021 and are nearing capacity.

1. We are pursuing efficiencies by consolidating two older, smaller devices (32TB and 63TB) into a single device, which will provide us with more storage capacity—200TB of usable storage at more than half the current yearly maintenance cost.
2. As we modernize practices, workflows that were previously done on paper are now scanned and shared on network drives more than ever. This has also increased our need for backup storage.
3. A new device with additional storage offers the ability to take advantage of newer technology, most notably the ability to have delayed deletes and immutable deduplication objects. Immutability ensures that if a ransomware attack occurs, backup data is protected and can be recovered. Hackers are now looking for backups and trying to destroy them so that data cannot be recovered after they encrypt it. Use of immutable backups is another step to help protect our data assets.
4. New backup hardware will provide new-generation processors that can perform quicker full system backups, which currently take 25 to 30 hours to complete.
5. The StoreOnce storage device is capable of higher duplication ratios, 20:1 compared to 6:1 with our current backup devices.
6. The new device will allow us to leverage cloud storage as a hybrid option for offloading older backup material, extending the device's life by freeing up space in the on-premise system.

Purchasing

- The City of Troy Information Technology Department has secured pricing to purchase an HPE StoreOnce for \$38,805.95 with 5 years of annual maintenance and support for \$22,978.10, and implementation and training for \$3,825.37 for a total purchase amount of \$65,609.42 from CDW-G of Chicago, IL as per the attached quote and as per the Sourcewell Cooperative Contract #081419-CDW.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

The Information Technology Capital Fund has funds budgeted and available for the 2026 fiscal year under Project Number 2026C0032. Expenditures will be charged to account number 636.228.980.020. Future maintenance payments will be funded by the Information Technology operating budget.

Recommendation

City Management recommends awarding a contract for the purchase of an HPE StoreOnce Immutable disk backup system with five years of maintenance from CDW-G of Chicago, IL, as detailed in the attached quote, per the Sourcewell Cooperative Contract #081419-CDW, for an estimated total cost of \$65,609.42. City Management further requests authorization to renew the annual maintenance for the HPE StoreOnce backup system on an ongoing basis, as needed, by the Troy Information Technology Department.

Legal Review:

There are no legal considerations for this item.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

ALEX BELLAK,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPPT530	9/15/2025	3660 200TB USABLE	3194628	\$65,609.42

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE StoreOnce 3660 - NAS server - 80 TB Mfg. Part#: R6U02A Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	6815592	\$14,773.83	\$14,773.83
HPE - network adapter - 1 2.5 5 10GBase-T x 2 Mfg. Part#: R7M25A Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	6830834	\$590.96	\$1,181.92
HPE License To Use (LTU) Mfg. Part#: BB985A UNSPSC: 43232304 Contract: Sourcewell 121923 CDWG-Software (121923)	2	5722963	\$0.00	\$0.00
HPE StoreOnce 96 TB Capacity Upgrade upgrade license Mfg. Part#: R7M59A Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	2	6982634	\$0.00	\$0.00
HPE StoreOnce 3660 Upgrade Kit - storage enclosure Mfg. Part#: R7M22A Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	6830836	\$11,425.10	\$22,850.20
HPE StoreOnce encryption license (electronic delivery) Mfg. Part#: BB994AAE UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	5646177	\$0.00	\$0.00
HPE Tech Care Essential Service - extended service agreement - 5 years - on Mfg. Part#: HU4A6A5 Electronic distribution - NO MEDIA Contract: MARKET	1	6528602	\$0.00	\$0.00

QUOTE DETAILS (CONT.)				
------------------------------	--	--	--	--

HPE Tech Care Essential Service - extended service agreement - 5 years - on	2	7045056	\$6,565.17	\$13,130.34
Mfg. Part#: HU4A6A5#YHM Electronic distribution - NO MEDIA Contract: Sourcwell 121923-CDWG Tech Catalog (121923)				
HPE Tech Care Essential Service - extended service agreement - 5 years - on	1	6883128	\$9,847.76	\$9,847.76
Mfg. Part#: HU4A6A5#YHL Electronic distribution - NO MEDIA Contract: Sourcwell 121923-CDWG Tech Catalog (121923)				
HPE Installation & Startup Service - installation configuration - 1 incid	1	3391043	\$0.00	\$0.00
Mfg. Part#: HA124A1 Contract: MARKET				
HPE Installation & Startup Service - installation configuration - on-site	1	5322940	\$1,950.17	\$1,950.17
Mfg. Part#: HA124A1#5VF Electronic distribution - NO MEDIA Contract: Sourcwell 121923-CDWG Tech Catalog (121923)				
HPE Training Multiyear for Storage Services - lectures	20	7536786	\$93.76	\$1,875.20
Mfg. Part#: H33XYA1 Electronic distribution - NO MEDIA Contract: Sourcwell 121923-CDWG Tech Catalog (121923)				

	SUBTOTAL	\$65,609.42
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$65,609.42

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF TROY ACCTS PAYABLE 500 W BIG BEAVER RD TROY, MI 48084-5285 Phone: (248) 524-3300 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF TROY ALEX BELLAK 500 W BIG BEAVER RD TROY, MI 48084-5285 Phone: (248) 524-3300 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jeff Jones | (866) 668-9487 | jeffjon@cdw.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.5.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of a Permanent Easement, Sidwell #88-20-25-352-014

History:

As part of a site improvement project, the City of Troy received a permanent easement for storm sewers and surface drainage from Floriana Bejko and Firdus Bjiyi, owners of the property having Sidwell #88-20-25-352-014. The property is located in the southwest 1/4 of Section 25 on Virginia Street, east of John R.

Purchasing:

There are no purchasing considerations for this item.

Financial:

The consideration amount on this document is \$1.00.

Recommendation:

City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting easements for improvement and development purposes.

Legal Review:

There are no legal considerations for this item.



GIS Online



Legend

Tax Parcels

Tax Parcel



0 100 200
ft

Print Date: 10/13/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

**PERMANENT EASEMENT
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-25-352-014 (pt)

Floriana Bejko and Firdus Gjyli, as joint tenants with full rights of survivorship, Grantors, whose address is 2228 Virginia, Troy, MI 48083 , for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

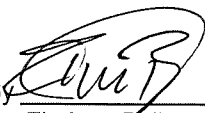
The East 12.00 feet and South 12.00 feet of the following described property:
T2N, R11E, SEC 25 SUPERVISOR'S PLAT OF MAPLE ACRES LOT 41

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 8th day of September A.D. 2025.

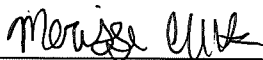
By  _____ (L.S.)
Floriana Bejko

By  _____ (L.S.)
Firdus Gjyli

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of September, 2025, by Floriana Bejko and Firdus Gjyli.

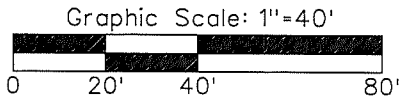
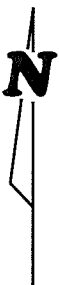
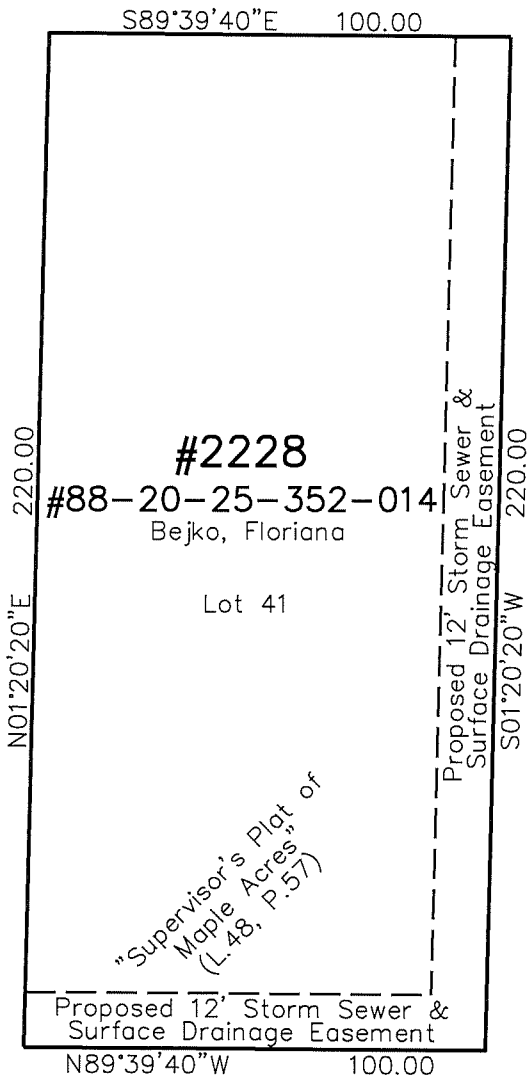
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of oakland


*
Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

VIRGINIA



Document Prepared By
George J. Ballard III, P.S.
Land Surveyor

DATE	REV.
CONTRACT NO.	
N/A	

CITY OF TROY			
OAKLAND COUNTY, MICHIGAN			
PROPOSED STORM SEWER & SURFACE DRAINAGE EASEMENT DIAGRAM (88-20-25-352-014)			
FILE: 88-20-25-352-014.DGN			
SCALE	DRAWN BY	NAME GJBIII	DATE 08-25-25
HOR. 1"=40'	CHECKED BY	NAME	DATE XX-XX-XX
VER. 1"=X'		SHEET NO.	JOB NO.
G. SCOTT FINLAY, P.E.		10F1	25.301.4
CITY ENGINEER			



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.6.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of a Permanent Easement, Sidwell #88-20-25-352-015

History:

As part of a site improvement project, the City of Troy received a permanent easement for storm sewers and surface drainage from Mage Hanna and Samia Hanna, owners of the property having Sidwell #88-20-25-352-015. The property is located in the southwest 1/4 of Section 25 on Virginia Street, east of John R.

Purchasing:

There are no purchasing considerations on this item.

Financial:

The consideration amount on the document is \$1.00.

Recommendation:

City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting easements for improvement and development purposes.

Legal Review:

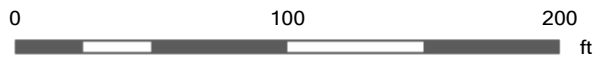
There are no legal considerations for this item.



Legend

Tax Parcels

Tax Parcel



Print Date: 10/13/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

PERMANENT EASEMENT
FOR STORM SEWERS AND SURFACE DRAINAGE

Sidwell #88-20-25-352-015 (pt)

Maged Hanna and Samia Hanna, husband and wife, Grantors, whose address is 2244 Virginia, Troy, MI 48083 , for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace storm sewers and surface drainage, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

The South 12.00 feet of the following described property:
T2N, R11E, SEC 25 SUPERVISOR'S PLAT OF MAPLE ACRES LOT 40

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 15th day of September A.D. 2025.

By Maged Hanna (L.S.)

By Samia Hanna (L.S.)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of September, 2025, by Maged Hanna and Samia Hanna, husband and wife.

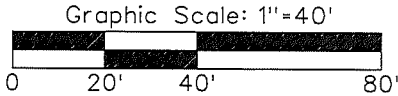
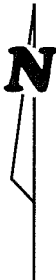
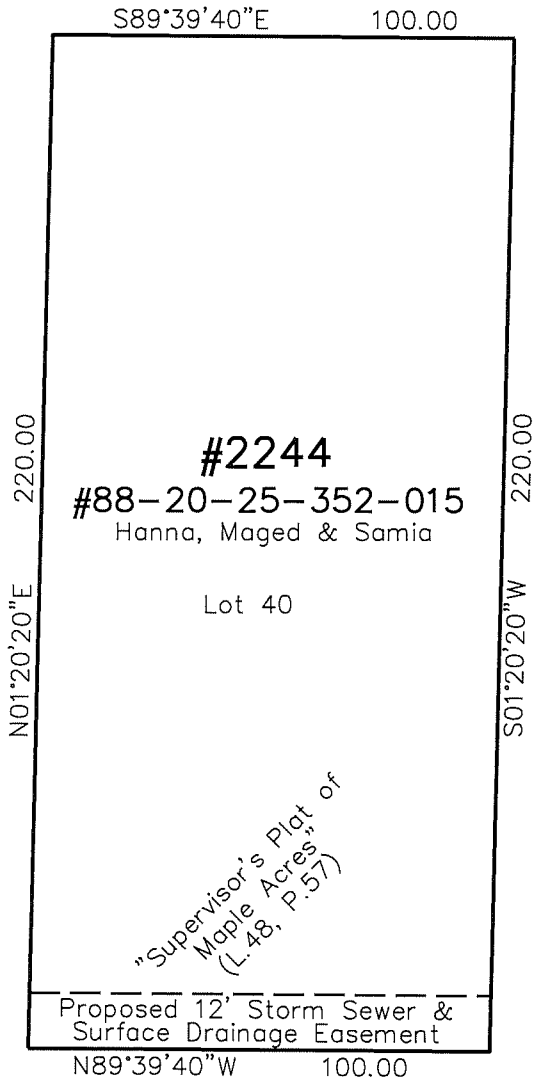
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

Merissa Clark
*
Notary Public, County, Michigan
My Commission Expires
Acting in County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

VIRGINIA



CITY OF TROY			
OAKLAND COUNTY, MICHIGAN			
PROPOSED STORM SEWER & SURFACE DRAINAGE EASEMENT DIAGRAM (88-20-25-352-015)			
FILE: 88-20-25-352-015.DGN			
SCALE	DRAWN BY	NAME GJBIII	DATE 08-25-25
HOR. 1"=40'	CHECKED BY	NAME	DATE XX-XX-XX
VER. 1"=X'	G. SCOTT FINLAY, P.E.		SHEET NO.
CITY ENGINEER		10F1	JOB NO.
			25.301.4

Document Prepared By George J. Ballard III, P.S. Land Surveyor	DATE	REV.
	CONTRACT NO.	
	N/A	



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.7.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer
Antonio Cicchetti, Deputy City Engineer

Subject: Private Agreement — Contract for Installation of Municipal Improvements — Bose Hub Office & Engineering Building — Project No. 25.914.3

History

755 Tower Associates II, LLC proposes to develop Bose Hub Office & Engineering Building located south of Big Beaver and east of Troy Center Roads, Section 28.

Troy Planning Commission granted preliminary site plan approval on April 22nd, 2025.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by 755 Tower Associates II, LLC on behalf of the City of Troy, including: Water Main, Sanitary Sewer Service, and Storm Sewer. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by 755 Tower Associates II, LLC (see attached Private Agreement).

Financial:

See attached summary of required deposits and fees for this Private Agreement.

Recommendation:

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.:	Project Location: NW 1/4 Section 28
Resolution No:	Date of Council Approval:

This Contract, made and entered into this **13th** day of **October, 2025** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **755 Tower Associates II, LLC** whose address is **39400 Woodward Avenue, Suite 250, Bloomfield Hills, MI 48304** and whose telephone number is **248-644-7600** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main, Sanitary Sewer Service, and Storm Sewer** in accordance with plans prepared by **PEA Group** whose address is **1849 Pond Run, Auburn Hills, MI 48326** and whose telephone number is **248-528-7364** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **396,119.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	☐	}		
Certificate of Deposit & 10% Cash	☐			
Irrevocable Bank Letter of Credit & 10% Cash	☐			
Performance Bond & 10% Cash	☒			
			10% Cash	<u>\$39,612.00</u>

Refundable cash deposit in the amount of \$ **71,671.00**. This amount will be deposited with the City in the form of (check one):

Cash	☐	Check	☒
------	--------------------------	-------	-------------------------------------

Non-refundable cash fees in the amount of \$ **926.42**. This amount will be paid to the City in the form of (check one):

Cash	☐	Check	☒
------	--------------------------	-------	-------------------------------------

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 10th day of October, 2025.

OWNERS

By:

755 TOWER ASSOCIATES II, L.L.C.,
a Michigan limited liability company
By: 755 TOWER ASSOCIATES II-MM, INC.
a Michigan corporation
Its: Manager
By: [Signature]
Anthony G. Antone, Esq.
Its: Vice President

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 10th day of October, A.D. 2025, before me personally appeared Anthony G. Antone, Esq. known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

[Signature]

NOTARY PUBLIC, Oakland, Michigan

My commission expires: NOV. 26, 2028
Acting in Oakland County, Michigan

KRISTINA HARALAMPOPOULOS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 26, 2028
ACTING IN COUNTY OF Oakland

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally
appeared _____ known by me
to be the same person(s) who executed this instrument and who acknowledged this to be
his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



Project Construction

Permit No: PPC25.914.3

Engineering Department

TO SCHEDULE INSPECTION CALL

INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road

Troy, Michigan 48084

Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838

www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

Location

88-20-28-101-074 Lot:
Subdivision:
Project No: 25.914.3

Permittee/Owner

755 TOWER ASSOCIATES II LLC
39400 WOODWARD AVE STE 25
BLOOMFIELD HILLS MI 48304-515

Issued:

Expires:

Applicant

FOR INFORMATION REGARDING THE ISSUANCE OF THIS
PERMIT, CONTACT THE CITY OF TROY ENGINEERING
DEPARTMENT AT (248) 524-3383

39400 WOODWARD AVE STE 250
BLOOMFIELD HILLS MI 48304-5155

Work Description: NEW OFFICE BUILDING
BOSE HUB OFFICE & ENGINEERING BUILDING
25.914.3

Stipulations: OFF-SITE REGIONAL DETENTION POND

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	25,389.00
Escrow Deposits	Water Mains	139,281.00
Escrow Deposits	Storm Sewers	227,049.00
Escrow Deposits	Grading	1,000.00
Escrow Deposits	Temporary Access Road	3,400.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	738.00
Cash Fees (Non-Refundable)	arkers - Full Range	6.00
Cash Deposits (Refundable)	Construction Engineering (CE)	391,719.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	391,719.00

Amount Due: **0.00**
PAID IN FULL



Project Construction

- 1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
 - 2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
 - 3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
 - 4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
 - 5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.
- SUPPLEMENTAL SPECIFICATIONS:**

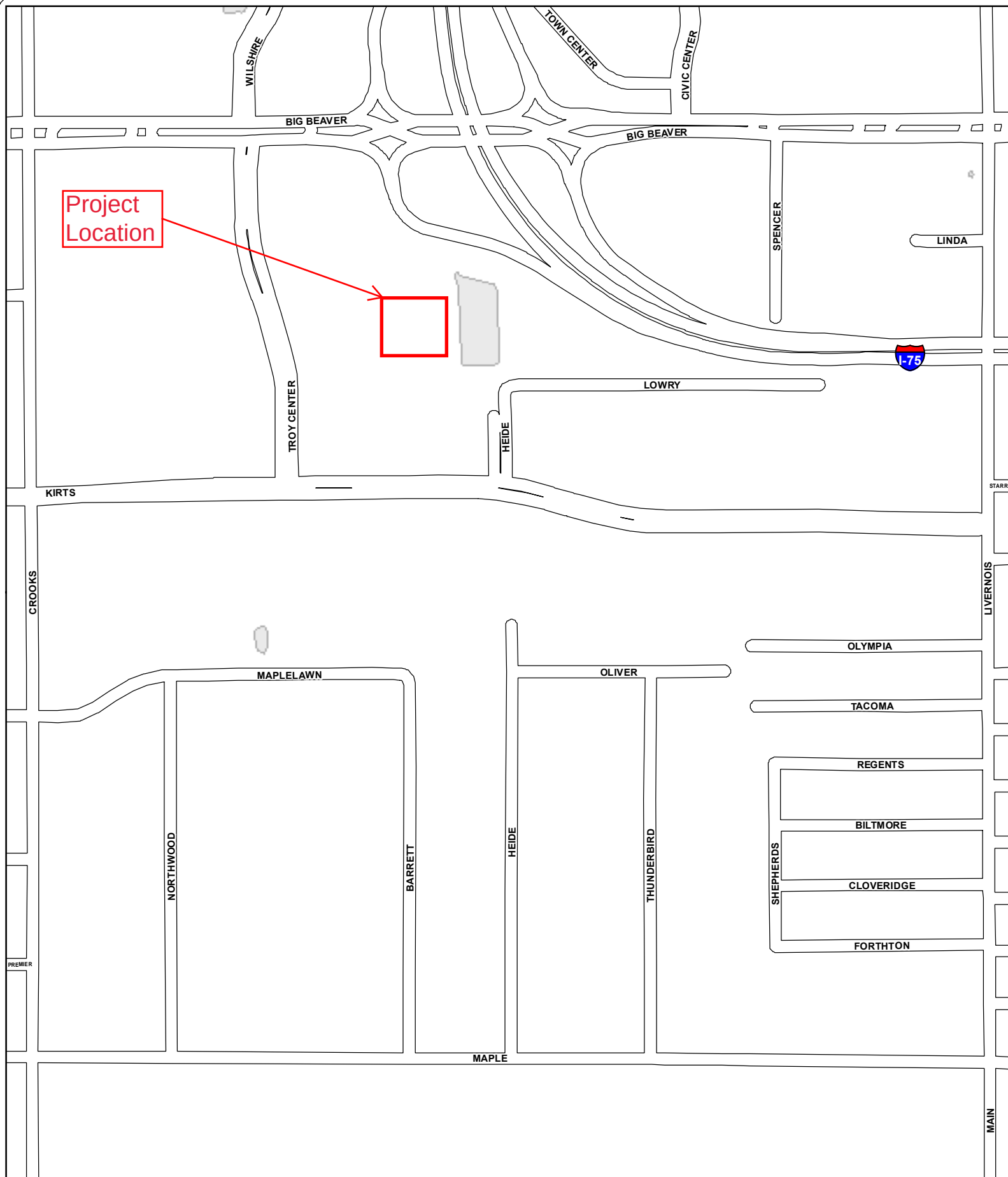
- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
- 2) **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
- 3) **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved sand or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.

- 4) **CROSSING ROADBED BY TUNNELING:** When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
- 5) **CROSSING BY CUTTING GRAVEL ROAD:** All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
- 6) **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
- 7) **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
- 8) **TREE TRIMMING OR REMOVAL:** A special permit will be required for any proposed tree trimming or removal.
- 9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
- 10) The following must be attached to the application when applicable: a) Map; b) Plans, specifications and location of facility; c) Traffic plan in cases of street closure; d) Proof of insurance; e) City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.8.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Stormwater Management Operations and Maintenance Agreement, Tableau By Mondrian, LLC, Sidwell #88-20-22-301-007, -008 & -009

History:

Tableau By Mondrian, LLC, is developing the Troy Trail South development located on the east side of Livernois Road between Big Beaver and Wattles roads. The 30-unit development was granted preliminary site plan approval on November 22, 2023.

Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a Stormwater Management Operations and Maintenance Agreement with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

At the onset of a new development or project, the property owners execute a Stormwater Management Operations and Maintenance Agreement, but it's not sent to City Council for approval until after the actual construction of the stormwater facilities, which are now complete.

Purchasing:

There are no purchasing considerations associated with this item.

Financial:

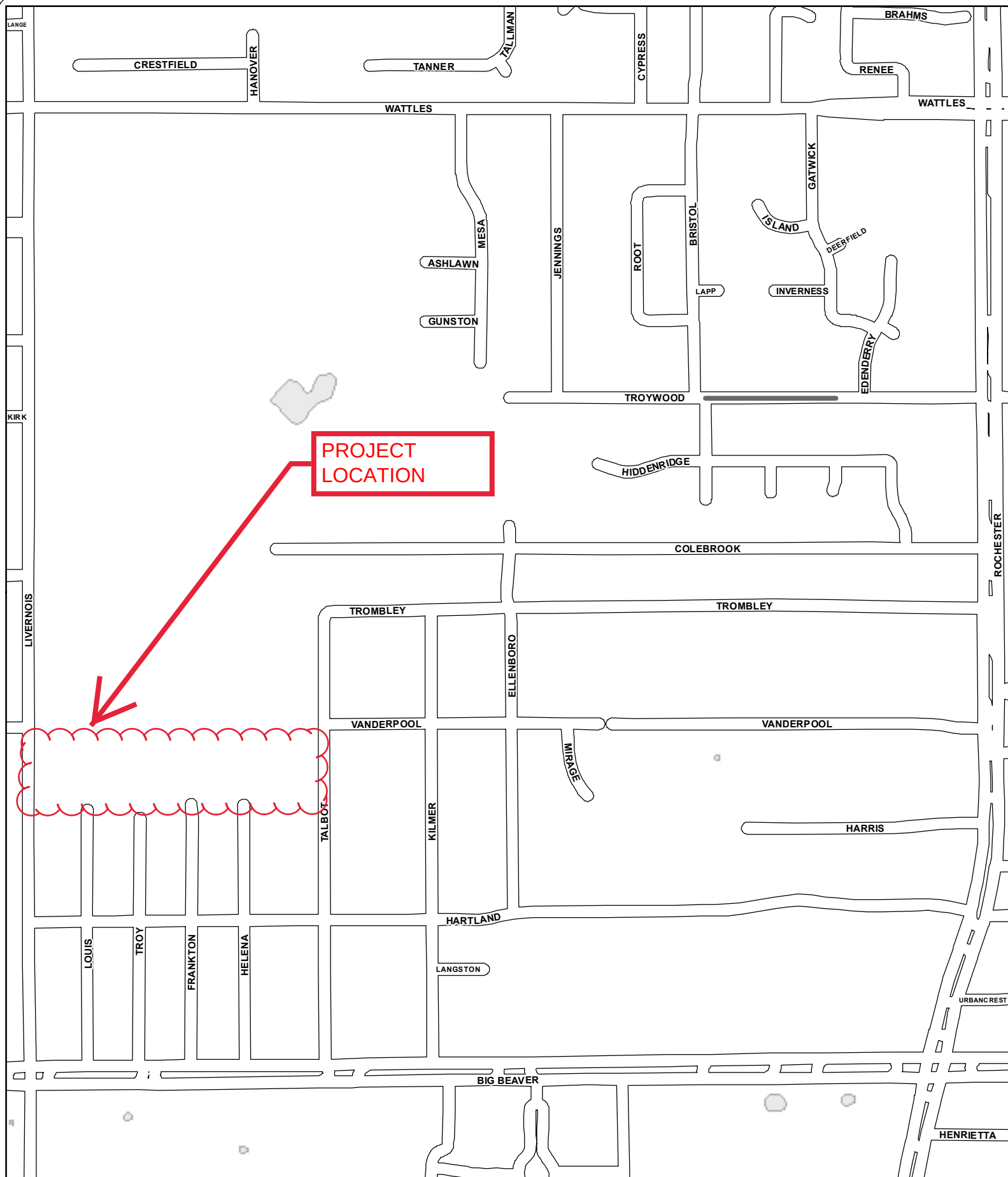
There are no financial considerations associated with this item.

Recommendation:

City Management recommends that City Council approve the *Stormwater Management Operations and Maintenance Agreement*.

Legal Review:

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



Stormwater Management Operations and Maintenance Agreement

This Agreement is made on October 30th, 2024, by and between the CITY OF TROY, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084 and Tableau by Mondrian, whose address is 50215 Schenck Rd, Troy, MI 48315 (hereinafter "Owner"). City of Troy and Owner agree as follows:

Article I. The Subject Property.

- 1.1 Owner owns the property located at and commonly known as Troy Trail South, Troy, MI 48083 (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth at **Exhibit A**.

Article II. The Stormwater System.

- 2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth at **Exhibit B**.
- 2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

- 3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth at **Exhibit C** to this Agreement.
- 3.2 The Stormwater O&M plan is subject to approval by the City of Troy.
- 3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity
- 3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.
- 3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

- 3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.
- 3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

- 4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.
- 4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
- 4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.
- 4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.
- 4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
- 4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

- 5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.
- 5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at **Exhibit D** to this Agreement.

Article VII. Claims and Authority.

7.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

7.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

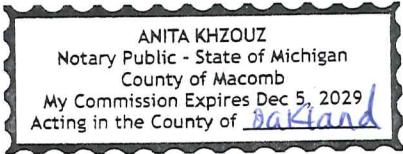
IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

OWNER

By: [Signature]
Its: Manager

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this 30th day of October, 2024, by Joseph Maniaci, manager of Tableau by Mondrian



[Signature]
*
Notary Public, Oakland County, Michigan My
Commission Expires Dec 5, 2029 Acting in
Oakland County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

City of Troy,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 202~~4~~⁵, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

*
Notary Public, Oakland County, Michigan
My Commission Expires _____
Acting in Oakland County, Michigan

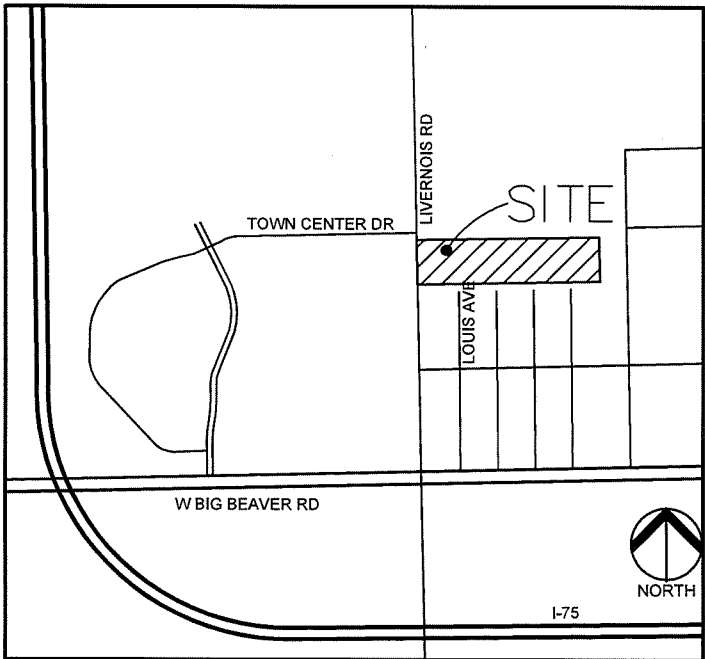
Prepared by:

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

STORM WATER MANAGEMENT OPERATION
AND MAINTENANCE PLAN

TROY TRAIL SOUTH
3364 LIVERNOIS ROAD
TROY, OAKLAND COUNTY, MICHIGAN

EXHIBIT A



LOCATION MAP
NO SCALE

LIVERNOIS SOUTH, LLC
50215 SCHOENHERR
SHELBY TWP., MICHIGAN 48315



NO SCALE

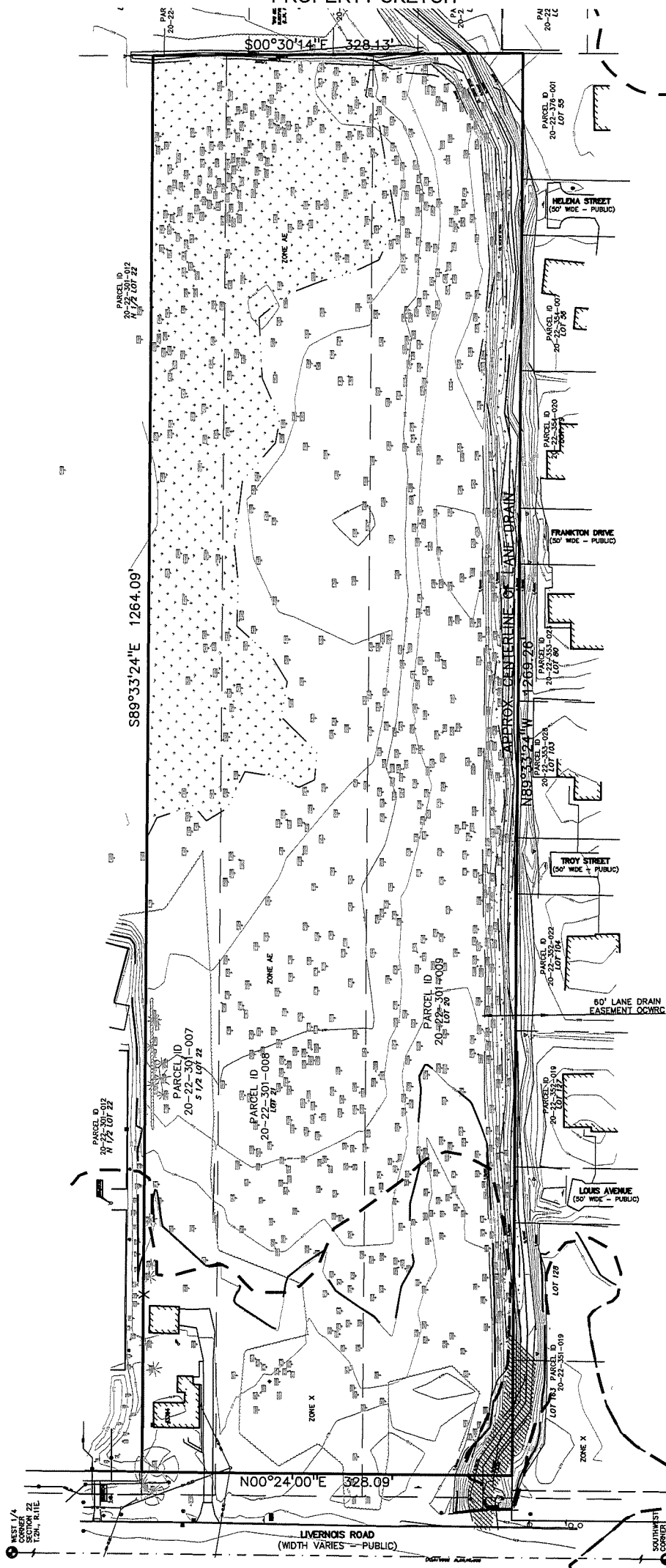
JULY 25, 2024
2021-0451 OCTOBER 25, 2024

PEA
GROUP

t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONSTRUCTION\STORM WATER MAINTENANCE\SWMP-EXA-210451.dwg; KFP

EXHIBIT A
PROPERTY SKETCH

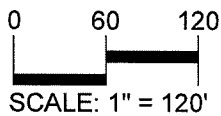


NORTH

PEA
GROUP

t: 844.813.2949
www.peagroup.com

LIVERNOIS SOUTH, LLC
50215 SCHOENHERR
SHELBY TWP., MICHIGAN 48315



SCALE: 1" = 120'

JULY 25, 2024
2021-0451 OCTOBER 25, 2024

EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DESCRIPTION
(Overall Property as surveyed by PEA Group)

OVERALL PARCEL (PARCEL ID 20-22-301-013 & PARCEL ID 20-22-301-009)
All of Lots 20 and 21 together with the south half of Lot 22, except the west 20 feet of said Lots, of "Supervisor' Plat No. 26" as recorded in Liber 57, Page 59, Oakland County Records, being part of the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, and more particularly described as:
Commencing at the West 1/4 Corner of said Section 22; thence along the west line of said section S00°24'00"W, 1047.66 feet to the westerly extension of the south line of said Lot 20, also being the extension of the north line of "Eysters Beaver Gardens" as recorded in Liber 26, Page 14, Oakland County Records; thence along said line, S89°33'24"E, 73.00 feet to the east line of Livernois Road, 73 feet half width and the POINT OF BEGINNING; thence along said east line N00°24'00"E, 328.09 feet to the north line of the south half of said Lot 22, as previously established;
thence along said north line S89°33'24"E, 1264.09 feet to the east line of said "Supervisor's Plat No. 26";
thence along said east line S00°30'14"E, 328.13 feet to the southeast corner of said Lot 20, also being the northeast corner of Lot 55 of said "Eysters Beaver Gardens";
thence along the south line of said Lot 20, also being the north line of said "Eysters Beaver Gardens" N89°33'24"W, 1269.26 feet to the aforementioned east line of Livernois Road and the POINT OF BEGINNING.
Containing 9.54 acres of land, more or less.

(Per Oakland County On-line tax assessing)

- PARCEL ID 20-22-301-007
T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, SOUTH 1/2 OF LOT 22 EXCEPT WEST 20 FEET
- PARCEL ID 20-22-301-008
T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, LOT 21 EXCEPT WEST 20 FEET
- PARCEL ID 20-22-301-009
T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, LOT 20 EXCEPT WEST 20 FEET
- * PARCELS 007 & 008 HAVE BEEN COMBINED INTO NEW PARCEL No. 20-22-301-013

LIVERNOIS SOUTH, LLC
52215 SCHOENHERR
SHELBY TWP., MICHIGAN 48315

~~JULY 25, 2024~~
2021-0451 OCTOBER 25, 2024

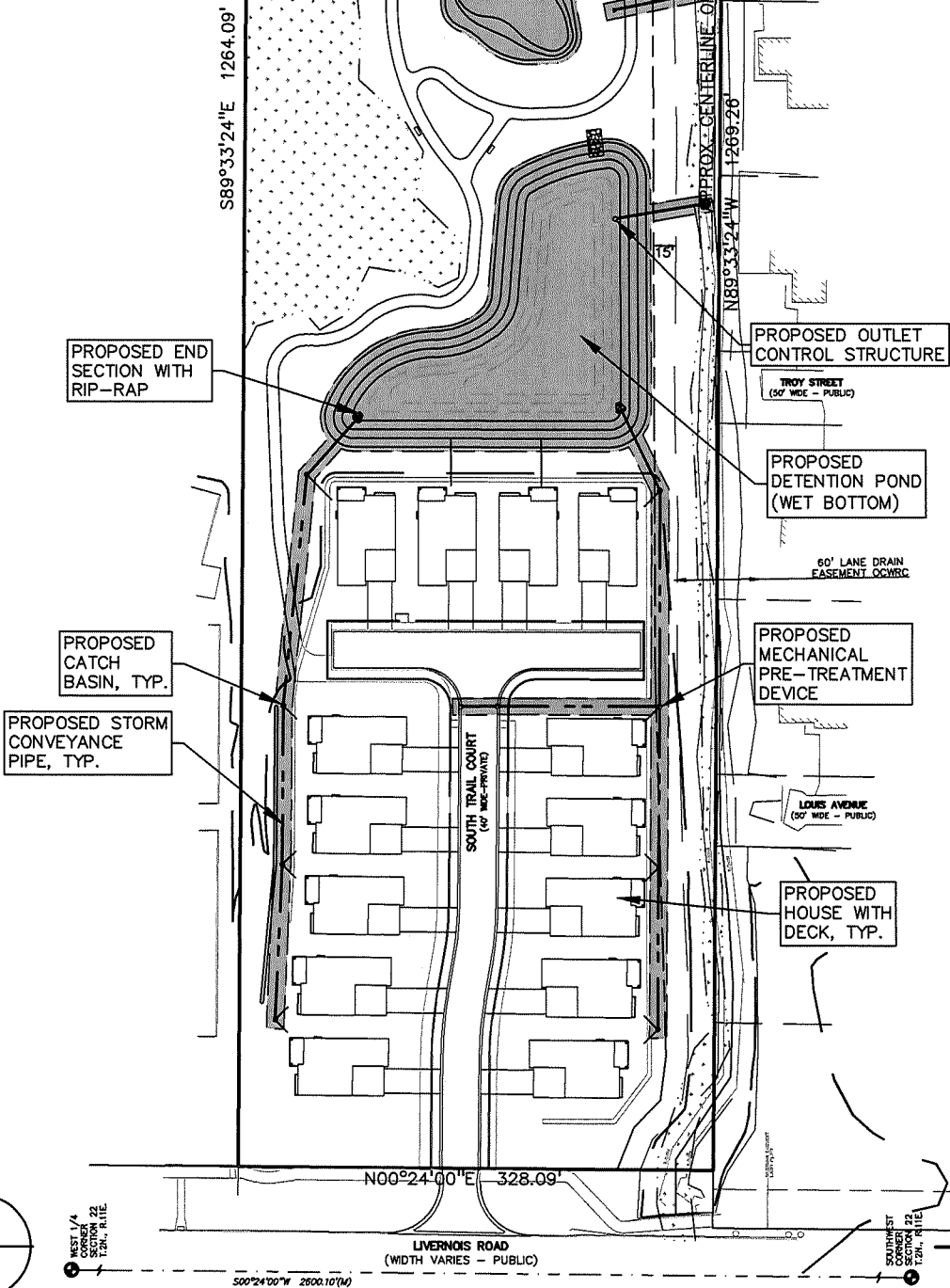
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www.peagroup.com

EXHIBIT B
OVERALL STORMWATER MANAGEMENT SYSTEM SKETCH

STORM WATER WILL BE COLLECTED IN THE STORM SEWER SYSTEM. IT WILL THEN BE GO THROUGH THE PRE-TREATMENT STRUCTURE BEFORE DISCHARGING TO THE DETENTION POND. IT WILL THEN BE OUTLET TO THE LANE DRAIN.

INDICATES STORM WATER MAINTENANCE RESPONSIBILITY



LIVERNOIS SOUTH, LLC
50215 SCHOENHERR
SHELBY TWP., MICHIGAN 48315

0 60 120
SCALE: 1" = 120'

SHEET 1 OF 2
JULY 25, 2024
2021-0451 OCTOBER 25, 2024

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S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONSTRUCTION\STORM WATER MAINTENANCE\SWMP-EXB-210451.dwg; KFP

EXHIBIT 'C'

OPERATIONS AND MAINTENANCE MANUAL

TROY TRAIL SOUTH – 3364 LIVERNOIS ROAD, TROY, MI 48085

PARCEL I.D. 20-22-301-013 & 20-22-301-009

STORMWATER MAINTENANCE PLAN

PROPERTY OWNER:

LIVERNOIS SOUTH, LLC
50215 SCHOENHERR SHELBY TWP., MI 48315

Prepared by:
PEA GROUP
1849 Pond Run
Auburn Hills, Michigan 48326
Phone: (248) 689-9090
Contact: John B. Thompson, P.E.

October 25, 2024

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm water management systems including the storm drain conveyance system, restricted outlet, underdrains, landscaping, and mechanical pre-treatment device as incorporated into and detailed on the approved Construction Plans as Prepared by PEA Group. In order to comply with the local best management practices (BMP) requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

LIVERNOS SOUTH, LLC
50215 SCHOENHERR SHELBY TWP., MI 48315

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

(Overall Property as surveyed by PEA Group)

OVERALL PARCEL (PARCEL ID 20-22-301-013 & PARCEL ID 20-22-301-009)

All of Lots 20 and 21 together with the south half of Lot 22, except the west 20 feet of said Lots, of "Supervisor' Plat No. 26" as recorded in Liber 57, Page 59, Oakland County Records, being part of the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, and more particularly described as:

Commencing at the West 1/4 Corner of said Section 22; thence along the west line of said section S00°24'00"W, 1047.66 feet to the westerly extension of the south line of said Lot 20, also being the extension of the north line of "Eysters Beaver Gardens" as recorded in Liber 26, Page 14, Oakland County Records; thence along said line, S89°33'24"E, 73.00 feet to the east line of Livernois Road, 73 feet half width and the POINT OF BEGINNING;

thence along said east line N00°24'00"E, 328.09 feet to the north line of the south half of said Lot 22, as previously established;

thence along said north line S89°33'24"E, 1264.09 feet to the east line of said "Supervisor's Plat No. 26"; thence along said east line S00°30'14"E, 328.13 feet to the southeast corner of said Lot 20, also being the northeast corner of Lot 55 of said "Eysters Beaver Gardens";

thence along the south line of said Lot 20, also being the north line of said "Eysters Beaver Gardens" N89°33'24"W, 1269.26 feet to the aforementioned east line of Livernois Road and the POINT OF BEGINNING.

Containing 9.54 acres of land, more or less.

October 25, 2024

(Per Oakland County On-line tax assessing)

PARCEL ID 20-22-301-007

T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, SOUTH 1/2 OF LOT 22 EXCEPT WEST 20 FEET

PARCEL ID 20-22-301-008

T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, LOT 21 EXCEPT WEST 20 FEET

PARCEL ID 20-22-301-009

T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, LOT 20 EXCEPT WEST 20 FEET

* PARCELS 007 & 008 HAVE BEEN COMBINED INTO NEW PARCEL No. 20-22-301-013

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System which indicates all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm Sewer Pipes
- Storm Sewer Collection System & Structures (swales, manholes, inlets, catch basins, etc.)
- Outlet Control Structure
- Flow Diversion Structures
- Pre-Treatment Devices (Contech Cascade Model CS-6)

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum. Certain events may warrant additional inspections. The regularity of inspections should be adjusted as needed as system specific conditions and the rate at which certain maintenance operations need to be performed are better known. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and, depending on the component being inspected, may need to be certified for confined space entry. Operation of the definition system, outlet control structures, and pre- treatment devices may need to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair, or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Troy Engineering Division and should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions for as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

October 25, 2024

- Increased pollutants to surrounding surface water features
- Potential property damage resulting from excessive flooding.
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions, such as mosquitos or reduced property values due to a degraded facility appearance.

The most common cause of stormwater system failure is the lack of adequate operation, inspection, maintenance, and management. Most of the impacts can be avoided through proper and timely inspection and maintenance which will be necessary to live up to the expectations of the general public regarding the quality of life provided by construction of these systems.

Good design and construction can reduce maintenance needs and costs, but they cannot eliminate the need altogether. Maintenance requires a long term commitment of time, money, personnel, and equipment. Monitoring the overall performance of the stormwater management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property. If maintenance of the system is not performed, the City of Troy reserves the right to enter property and perform all necessary work at the property owners' cost. Refer to the *Stormwater Management Operations and Maintenance Agreement* for additional details.

General Maintenance Items:

Road Sweeping:

Routine sweeping of all paved surfaces provides a more clean appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Road sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements within the right-of-way should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, erosion or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the right-of-way should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris, and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements for the components of the

stormwater system. The inspection checklists attached to this report includes a more complete explanation of what should be inspected, when inspections should occur, and the generally how often maintenance activities will be required to occur.

Storm Sewer, Structures, Underground Detention and Sedimentation Control Structures:

Catch basins, inlets, manholes, outlet control structures, flow control manholes, and storm sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation, etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed by observed conditions. Structural repairs or maintenance should occur as needed. Some possible issues can be cracks, spalling, joint failure, leakage, misalignment, or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Stormwater Pre-Treatment Devices:

Refer to the attached maintenance manuals from the manufacturer for all inspection and maintenance requirements for the pre-treatment structures.

The following pages include inspection checklists for the various devices and components listed above as well as the manufacturer's manuals for the stormwater pre-treatment structures.

EXHIBIT C
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Property Information: TROY TRAIL SOUTH
3364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN
Applicant/Property Owner: LIVERNOIS SOUTH, LLC
50215 SCHOENHERR
SHELBY TWP., MI 48315
CONTACT: JOSEPH MANIACI
PHONE: 586.726.7350
EMAIL: JMANIACI@MONDRIANPROPERTIES.COM

Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

Table with 11 columns: Catch Basins, Inlets & Storm Sewers; Swales; Basin Inlets, Outlets & Gratings; Mechanical Pre-Treatment & Detention Basin; Outlet Control Structures; Riprap; Buffer Strips; Pavement Areas; MAINTENANCE ACTIVITIES; FREQUENCY.

- * NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.
- ** MECHANICAL PRE-TREATMENT UNIT AND DETENTION BASIN TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED
- *** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD NOT BE APPLIED TO THE MECHANICAL PRE-TREATMENT UNIT, DETENTION BASIN, BUFFER STRIP OR WATERCOURSES

LIVERNOIS SOUTH, LLC
50215 SCHOENHERR
SHELBY TWP., MICHIGAN 48315

JULY 25, 2024
2021-0451 OCTOBER 25, 2024



t: 844.813.2949
www.peagroup.com

Cascade Separator® Inspection and Maintenance Guide



CASCADE
separator®

Maintenance

The Cascade Separator® system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects sediment and debris will depend upon on-site activities and site pollutant characteristics. For example, unstable soils or heavy winter sanding will cause the sediment storage sump to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall). However, more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment wash-down areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

A visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet chamber, flumes or outlet channel. The inspection should also quantify the accumulation of hydrocarbons, trash and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided in this Inspection and Maintenance Guide.

Access to the Cascade Separator unit is typically achieved through one manhole access cover. The opening allows for inspection and cleanout of the center chamber (cylinder) and sediment storage sump, as well as inspection of the inlet chamber and slanted skirt. For large units, multiple manhole covers allow access to the chambers and sump.

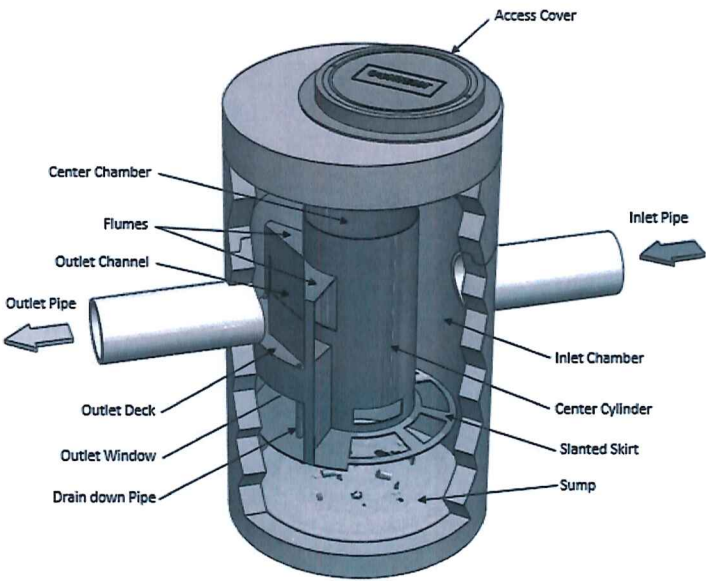
The Cascade Separator system should be cleaned before the level of sediment in the sump reaches the maximum sediment depth and/or when an appreciable level of hydrocarbons and trash has accumulated. If sorbent material is used, it must be replaced when significant discoloration has occurred. Performance may be impacted when maximum sediment storage capacity is exceeded. Contech recommends maintaining the system when sediment level reaches 50% of maximum storage volume. The level of sediment is easily determined by measuring the distance from the system outlet invert (standing water level) to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the chart in this document to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage.

Cleaning

Cleaning of a Cascade Separator system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole cover and insert the vacuum tube down through the center chamber and into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The areas outside the center chamber and the slanted skirt should also be washed off if pollutant build-up exists in these areas.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. Then the system should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and to ensure proper safety precautions. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the Cascade Separator system must be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal. If any components are damaged, replacement parts can be ordered from the manufacturer.



Cascade Separator® Maintenance Indicators and Sediment Storage Capacities

Model Number	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y³	m³
CS-3	3	0.9	1.5	0.5	0.4	0.3
CS-4	4	1.2	2.5	0.8	0.7	0.5
CS-5	5	1.3	3	0.9	1.1	0.8
CS-6	6	1.8	3.5	1	1.6	1.2
CS-8	8	2.4	4.8	1.4	2.8	2.1
CS-10	10	3.0	6.2	1.9	4.4	3.3
CS-12	12	3.6	7.5	2.3	6.3	4.8

Note: The information in the chart is for standard units. Units may have been designed with non-standard sediment storage depth.



A Cascade Separator unit can be easily cleaned in less than 30 minutes.



A vacuum truck excavates pollutants from the systems.



Cascade Separator® Inspection & Maintenance Log					
Cascade Model:			Location:		
Date	Depth Below Invert to Top of Sediment ¹	Floatable Layer Thickness ²	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The depth to sediment is determined by taking a measurement from the manhole outlet invert (standing water level) to the top of the sediment pile. Once this measurement is recorded, it should be compared to the chart in the maintenance guide to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.

SUPPORT

- Drawings and specifications are available at www.ContechES.com.
- Site-specific design support is available from our engineers.

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Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech’s portfolio includes bridges, drainage, sanitary sewer, stormwater, and earth stabilization products. For information, visit www.ContechES.com or call 800.338.1122

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH’S CONDITIONS OF SALE (AVAILABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

Cascade Separator Maintenance 06/21

**CONTECH**
ENGINEERED SOLUTIONS

800-925-5240
www.ContechES.com



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.9.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Subject: Stormwater Management Operations and Maintenance Agreement, Motor City Church International, Sidwell #88-20-20-226-097

History:

Motor City Church International, owner of the property having Sidwell #88-20-20-226-097, has constructed a building addition to an existing church facility located in the northeast 1/4 of Section 20 on the south side of Wattles Road, between Coolidge and Crooks roads.

Stormwater standards set by the Oakland County Water Resource Commissioner require the property owner to enter into a *Stormwater Management Operations and Maintenance Agreement* with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

At the onset of a new development or project, the property owners execute a Stormwater Management Operations and Maintenance Agreement, but it's not sent to City Council for approval until after the actual construction of the stormwater facilities, which are now complete.

Purchasing:

There are no purchasing considerations associated with this item.

Financial:

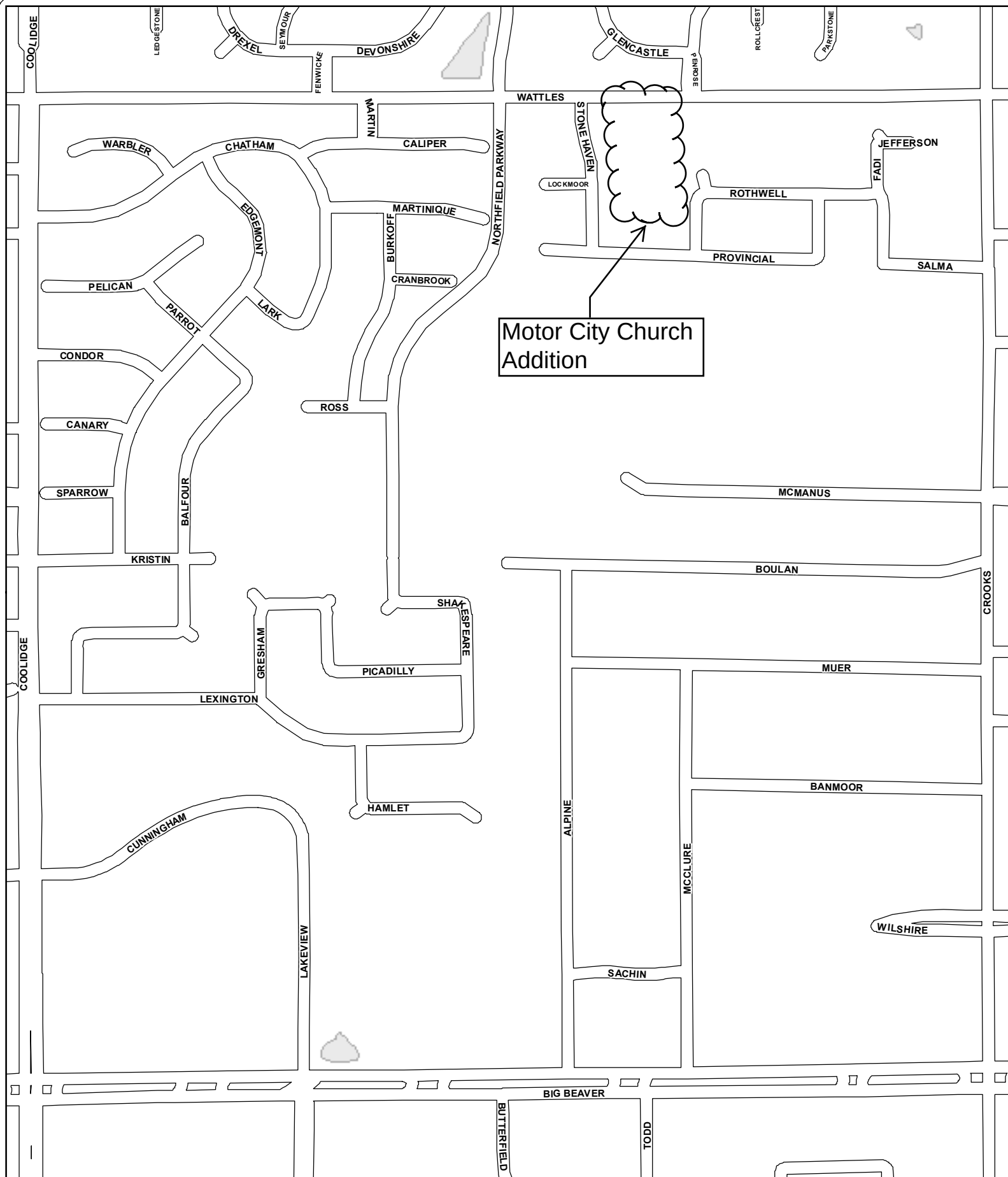
There are no financial considerations associated with this item.

Recommendation:

City Management recommends that City Council approve the Stormwater Management Operations and Maintenance Agreement.

Legal Review:

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



Stormwater Management Operations and Maintenance Agreement

This Agreement is made on SEPTEMBER 15 2024, by and between the CITY OF TROY, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084 and MOTOR CITY CHURCH INT'L, whose address is 3468 LIVERNOIS, Troy, MI 48083 (hereinafter "Owner"). City of Troy and Owner agree as follows:

Article I. The Subject Property.

- 1.1 Owner owns the property located at and commonly known as 1349 WATTLES, Troy, MI 48085 (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth at **Exhibit A**.

Article II. The Stormwater System.

- 2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth at **Exhibit B**.
- 2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

- 3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth at **Exhibit C** to this Agreement.
- 3.2 The Stormwater O&M plan is subject to approval by the City of Troy.
- 3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.
- 3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.
- 3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.
- 3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.
- 3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

- 4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.
- 4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
- 4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.
- 4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.
- 4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
- 4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

- 5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.
- 5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

- 6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at *Exhibit D* to this Agreement.

Article VII. Claims and Authority.

- 7.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which

are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

7.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

Motor City Church International

OWNER

By: DAVID MARTIN
*
Its: PRESIDENT

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this 15th day of September
2024, by Sandra Ann Frankenstein David Martin of
Oakland County Motor City Church International

SANDRA ANN FRANKENSTEIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 10, 2030
ACTING IN COUNTY OF Oakland

Sandra Ann Frankenstein
*
Notary Public, Oakland County, Michigan My
Commission Expires 6-10-30 Acting in
Oakland County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

City of Troy,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024⁵, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

*
Notary Public, Oakland County, Michigan
My Commission Expires _____
Acting in Oakland County, Michigan

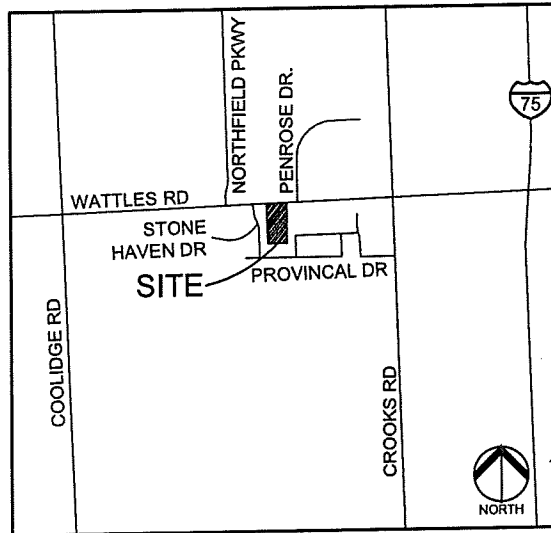
Prepared by:

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

STORM WATER MANAGEMENT OPERATION AND MAINTENANCE PLAN

MOTOR CITY CHURCH
1349 WATTLES ROAD
TROY, OAKLAND COUNTY, MICHIGAN

EXHIBIT A



LOCATION MAP
NO SCALE

JTA INC.
309 N. MAIN STREET STE. 213
ROYAL OAK, MICHIGAN

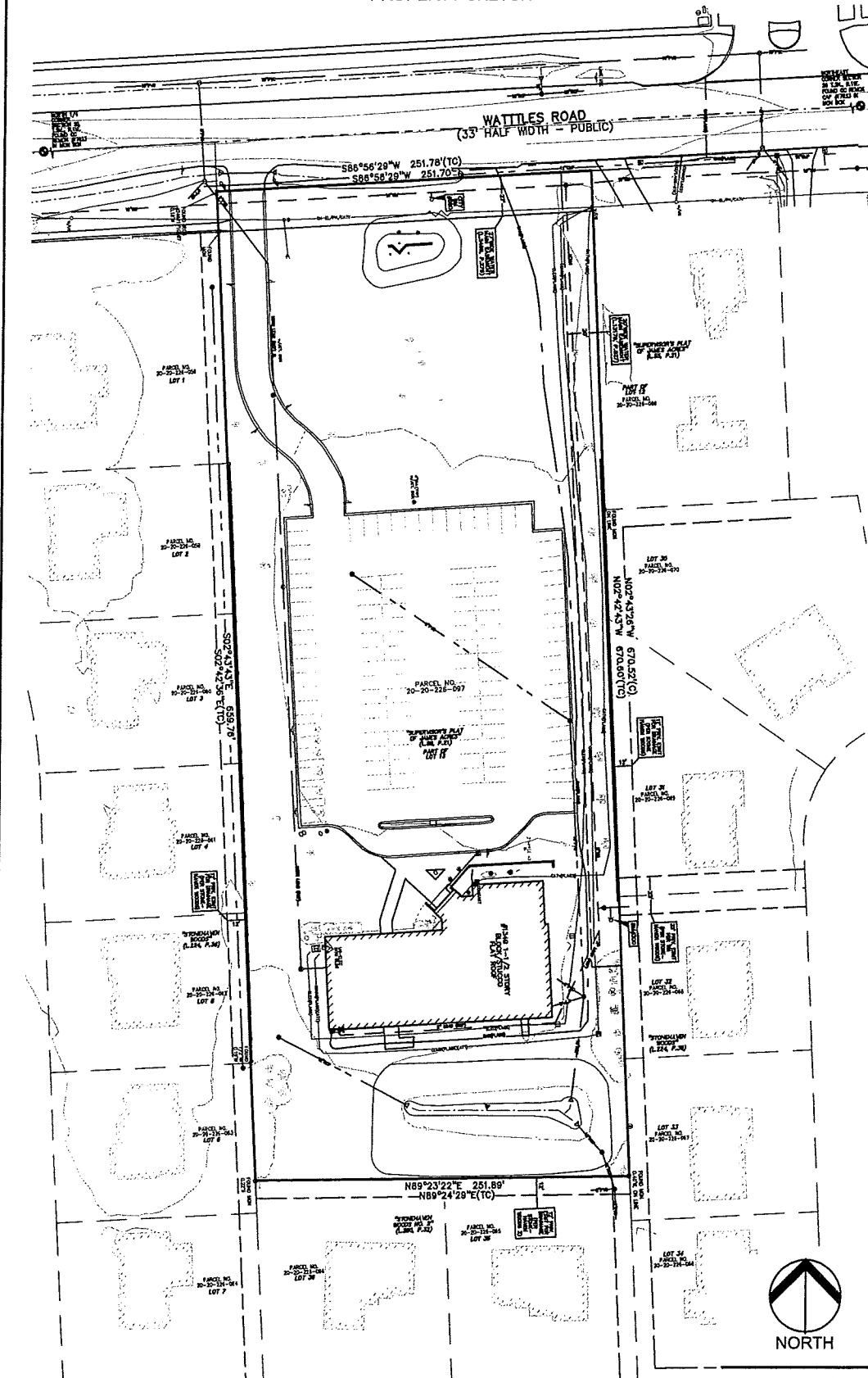
JULY 30, 2024
2024-0037

PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT A: LOCATION MAP FOR MOTOR CITY CHURCH EX-1349 WATTLES RD. CRESTHATCH ASSOCIATES WATER MANAGEMENT SOLUTIONS GROUP, INC.

EXHIBIT A PROPERTY SKETCH



JTA INC.
309 N. MAIN STREET STE. 213
ROYAL OAK, MICHIGAN

0 40 80
SCALE: 1" = 80'

JULY 30, 2024
2024-0037

PEA
GROUP

T: 844.813.2949
www.peagroup.com

EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DESCRIPTION
(Per PEA Group)

OVERALL PARCEL

A parcel of land over part of Lot 13 of SUPERVISOR'S PLAT OF JAMES ACRES, as recorded in Liber 55 of Plats, Page 21, Oakland County Records, being part of the Northeast 1/4 of Section 20, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said parcel being more particularly described as:

Commencing at the North 1/4 corner of said Section 20; thence along the north line of said Section 20, N86°56'29"E 637.62 feet to the extension of the west line of said Lot 13; thence along said extension S02°43'43"E 60.00 feet to the south line of Wattles Road (60 foot 1/2 width) and the POINT OF BEGINNING; thence continuing along said west line, S02°43'43"E 632.76 feet; thence N89°23'22"E 251.89 feet to the East line of Lot 13; thence along said east line, N02°43'26"W 643.52 feet to the aforementioned south line of Wattles Road; thence along said south line, S86°56'29"W 251.78 feet to the POINT OF BEGINNING. Containing 3.69 acres of land, more or less.

JTA INC.
309 N. MAIN STREET STE. 213
ROYAL OAK, MICHIGAN

JULY 30, 2024
2024-0037

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t: 844.813.2949
www.peagroup.com

EXHIBIT B **OVERALL STORMWATER MANAGEMENT SYSTEM SKETCH**

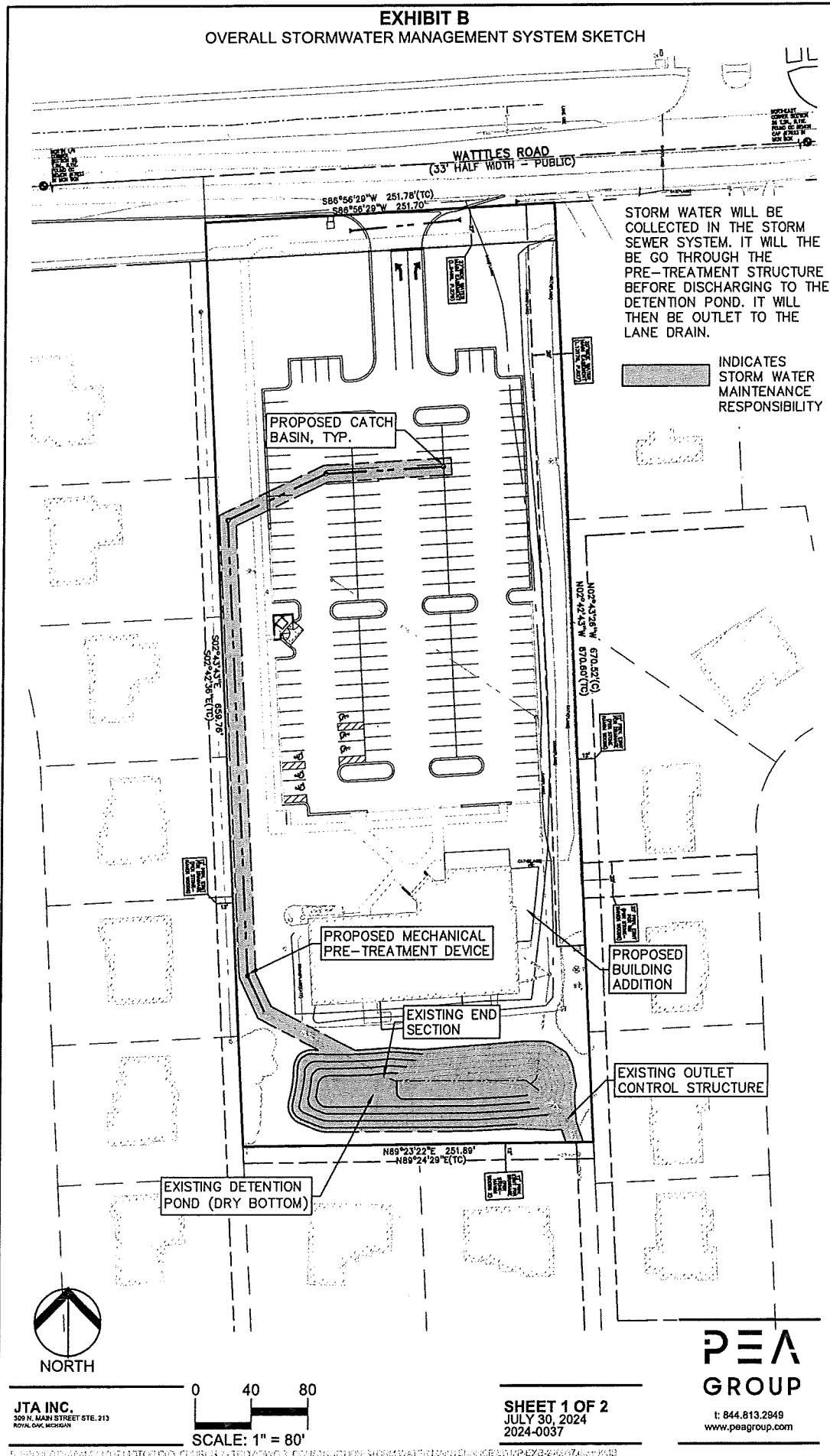


EXHIBIT 'C'

OPERATIONS AND MAINTENANCE MANUAL

MOTOR CITY CHURCH – 1349 WATTLES ROAD, TROY, MI 48085

PARCEL I.D. 20-20-226-097

STORMWATER MAINTENANCE PLAN

PROPERTY OWNER:

**MOTOR CITY CHURCH
3668 LIVERNOIS ROAD, TROY, MI. 48083**

**Prepared by:
PEA GROUP
1849 Pond Run
Auburn Hills, Michigan 48326
Phone: (248) 689-9090
Contact: John B. Thompson, P.E.**

July 30, 2024

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm water management systems including the storm drain conveyance system, restricted outlet, underdrains, landscaping, and mechanical pre-treatment device as incorporated into and detailed on the approved Construction Plans as Prepared by PEA Group. In order to comply with the local best management practices (BMP) requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

MOTOR CITY CHURCH
3668 LIVERNOIS ROAD, TROY, MI. 48083

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

(Overall Property as surveyed by PEA Group)

OVERALL PARCEL

A parcel of land over part of Lot 13 of SUPERVISOR'S PLAT OF JAMES ACRES, as recorded in Liber 55 of Plats, Page 21, Oakland County Records, being part of the Northeast 1/4 of Section 20, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said parcel being more particularly described as:

Commencing at the North 1/4 corner of said Section 20; thence along the north line of said Section 20, N86°56'29"E 637.62 feet to the extension of the west line of said Lot 13; thence along said extension S02°43'43"E 60.00 feet to the south line of Wattles Road (60 foot 1/2 width) and the POINT OF BEGINNING;
thence continuing along said west line, S02°43'43"E 632.76 feet;
thence N89°23'22"E 251.89 feet to the East line of Lot 13;
thence along said east line, N02°43'26"W 643.52 feet to the aforementioned south line of Wattles Road;
thence along said south line, S86°56'29"W 251.78 feet to the POINT OF BEGINNING.
Containing 3.69 acres of land, more or less.

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System which indicates all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm Sewer Pipes
- Storm Sewer Collection System & Structures (swales, manholes, inlets, catch basins, etc.)
- Outlet Control Structure
- Flow Diversion Structures
- Pre-Treatment Devices (Contech Cascade Model CS-4)

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum. Certain events may warrant additional inspections. The regularity of inspections should be adjusted as needed as system specific conditions and the rate at which certain maintenance operations need to be performed are better known. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and, depending on the component being inspected, may need to be certified for confined space entry. Operation of the definition system, outlet control structures, and pre-treatment devices may need to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair, or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Troy Engineering Division and should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions for as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features
- Potential property damage resulting from excessive flooding.
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions, such as mosquitos or reduced property values due to a degraded facility appearance.

The most common cause of stormwater system failure is the lack of adequate operation, inspection, maintenance, and management. Most of the impacts can be avoided through proper and timely inspection and maintenance which will be necessary to live up to the expectations of the general public regarding the quality of life provided by construction of these systems.

Good design and construction can reduce maintenance needs and costs, but they cannot eliminate the need altogether. Maintenance requires a long term commitment of time, money, personnel, and equipment. Monitoring the overall performance of the stormwater management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property. If maintenance of the system is not performed, the City of Troy reserves the right to enter property and perform all necessary work at the property owners' cost. Refer to the *Stormwater Management Operations and Maintenance Agreement* for additional details.

General Maintenance Items:**Road Sweeping:**

Routine sweeping of all paved surfaces provides a more clean appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Road sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements within the right-of-way should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, erosion or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the right-of-way should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris, and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements for the components of the stormwater system. The inspection checklists attached to this report includes a more complete explanation of what should be inspected, when inspections should occur, and the generally how often maintenance activities will be required to occur.

Storm Sewer, Structures, Underground Detention and Sedimentation Control Structures:

Catch basins, inlets, manholes, outlet control structures, flow control manholes, and storm sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation, etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed by observed conditions. Structural repairs or maintenance should occur as needed. Some possible issues can be cracks, spalling, joint failure, leakage, misalignment, or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Stormwater Pre-Treatment Devices:

Refer to the attached maintenance manuals from the manufacturer for all inspection and maintenance requirements for the pre-treatment structures.

The following pages include inspection checklists for the various devices and components listed above as well as the manufacturer's manuals for the stormwater pre-treatment structures.

EXHIBIT C **STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN**

Property Information: MOTOR CITY CHURCH
1349 WATTLES ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

Applicant/Property Owner: MOTOR CITY CHURCH
3668 LIVERNOIS ROAD
TROY, MI 48063
CONTACT: DAVE MARTIN
PHONE: 248.524.2400
EMAIL: INFO@MOTORCITYCHURCH.ORG

Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.										
MAINTENANCE ACTIVITIES										
FREQUENCY										
MONITORING/INSPECTION										
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X					Annually
Inspect for erosion and integrity of banks and berms		X	X	X			X	X		Annually and after major events
Inspect for floatables, dead vegetation and debris	X	X	X	X	X	X	X	X		Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X		X	Annually
Monitor plantings/vegetation		X		X			X			2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X	X			Annually
PREVENTIVE MAINTENANCE										
Mowing		X		X			X			Up to 2 times/year*
Remove accumulated sediment	X	X	X	X	X					As needed**
Remove floatables, dead vegetation and debris	X	X	X	X	X					As needed
Replace or wash/reuse stone riser debris					X					Every 3 years; more frequently if needed**
Remove invasive plant species		X		X			X			Annually
Sweeping of pavement surfaces (streets and parking areas)									X	As needed
REMEDIAL ACTIONS										
Repair/stabilize areas of erosion		X	X	X		X	X			As needed
Replace dead plantings, bushes, trees		X		X			X			As needed
Reseed bare areas		X		X			X			As needed
Structural repairs or replacement in kind	X		X	X	X	X	X		X	As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X		X	As needed
Oil and gasoline spills									X	Immediately

- * NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.
- ** MECHANICAL PRE-TREATMENT UNIT AND DETENTION BASIN TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED
- *** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD NOT BE APPLIED TO THE MECHANICAL PRE-TREATMENT UNIT, DETENTION BASIN, BUFFER STRIP OR WATERCOURSES

JTA INC.
309 N. MAIN STREET STE. 213
ROYAL OAK, MICHIGAN

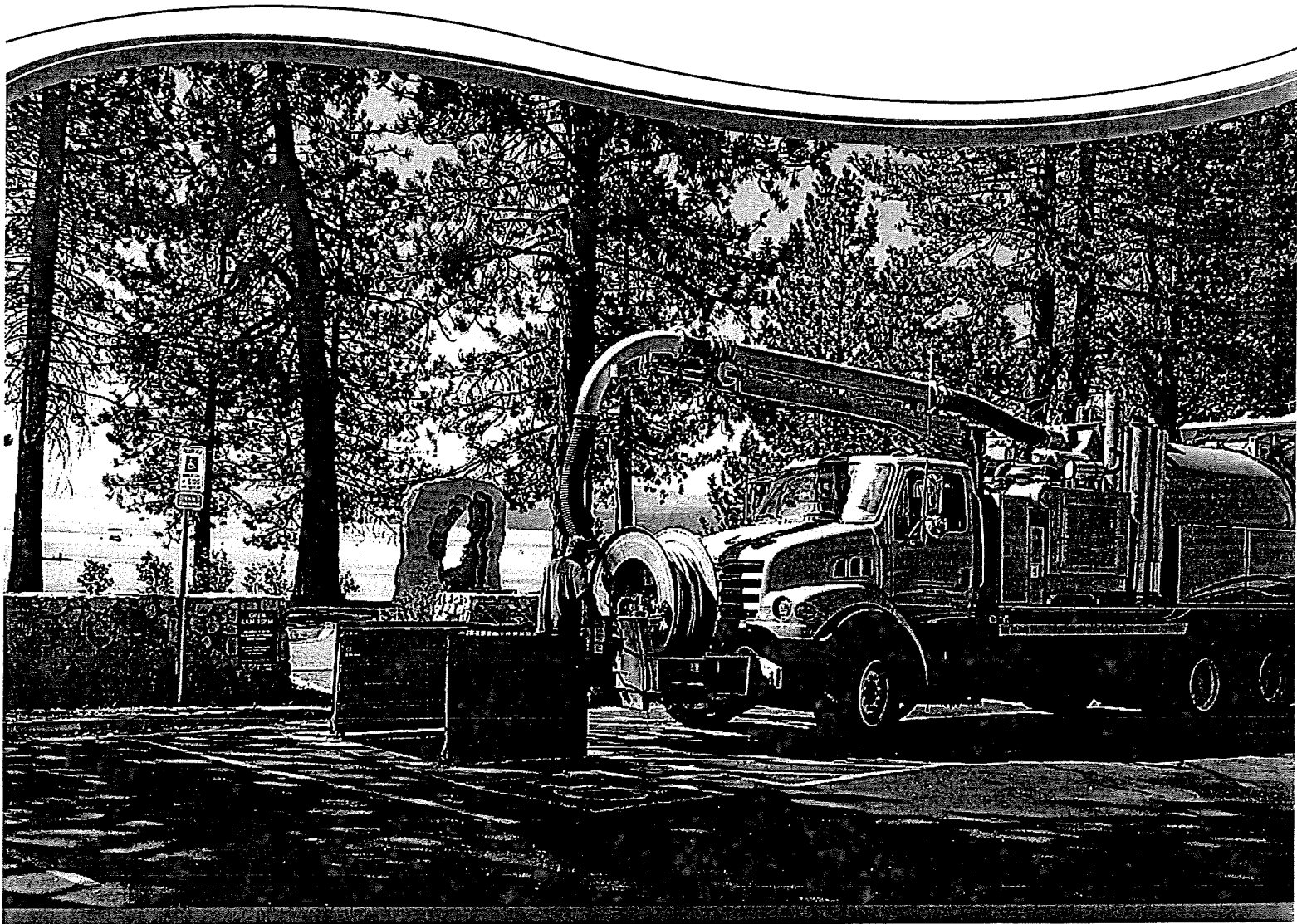
JULY 30, 2024
2024-0037

PEA
GROUP

t: 844.813.2949
www.peagroup.com

SEWED NOTED FOR PEAGROUP PROPERTY CHURCH - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD - 1349 WATTLES ROAD

Cascade Separator® Inspection and Maintenance Guide



CASCADE
separator®

Maintenance

The Cascade Separator® system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects sediment and debris will depend upon on-site activities and site pollutant characteristics. For example, unstable soils or heavy winter sanding will cause the sediment storage sump to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall). However, more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment wash-down areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

A visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet chamber, flumes or outlet channel. The inspection should also quantify the accumulation of hydrocarbons, trash and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided in this Inspection and Maintenance Guide.

Access to the Cascade Separator unit is typically achieved through one manhole access cover. The opening allows for inspection and cleanout of the center chamber (cylinder) and sediment storage sump, as well as inspection of the inlet chamber and slanted skirt. For large units, multiple manhole covers allow access to the chambers and sump.

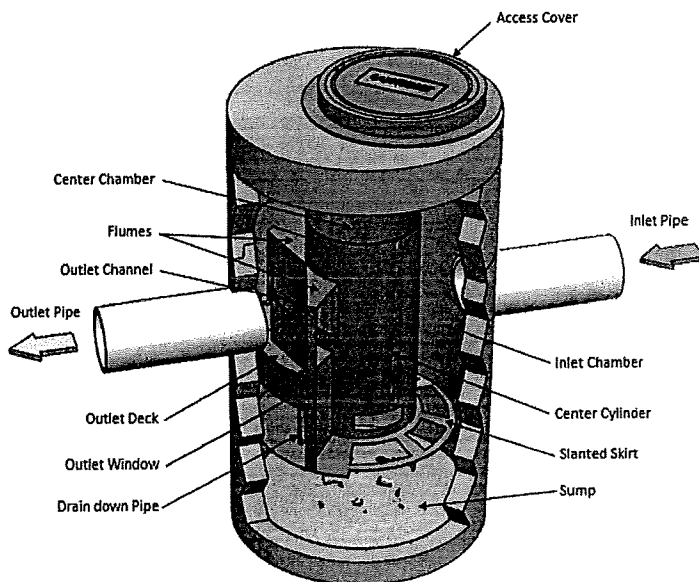
The Cascade Separator system should be cleaned before the level of sediment in the sump reaches the maximum sediment depth and/or when an appreciable level of hydrocarbons and trash has accumulated. If sorbent material is used, it must be replaced when significant discoloration has occurred. Performance may be impacted when maximum sediment storage capacity is exceeded. Contech recommends maintaining the system when sediment level reaches 50% of maximum storage volume. The level of sediment is easily determined by measuring the distance from the system outlet invert (standing water level) to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the chart in this document to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage.

Cleaning

Cleaning of a Cascade Separator system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole cover and insert the vacuum tube down through the center chamber and into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The areas outside the center chamber and the slanted skirt should also be washed off if pollutant build-up exists in these areas.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. Then the system should be power washed to ensure it is free of trash and debris.

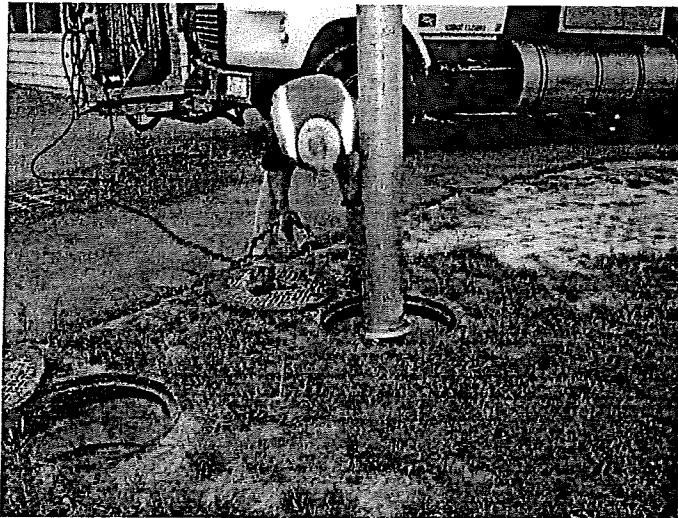
Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and to ensure proper safety precautions. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the Cascade Separator system must be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal. If any components are damaged, replacement parts can be ordered from the manufacturer.



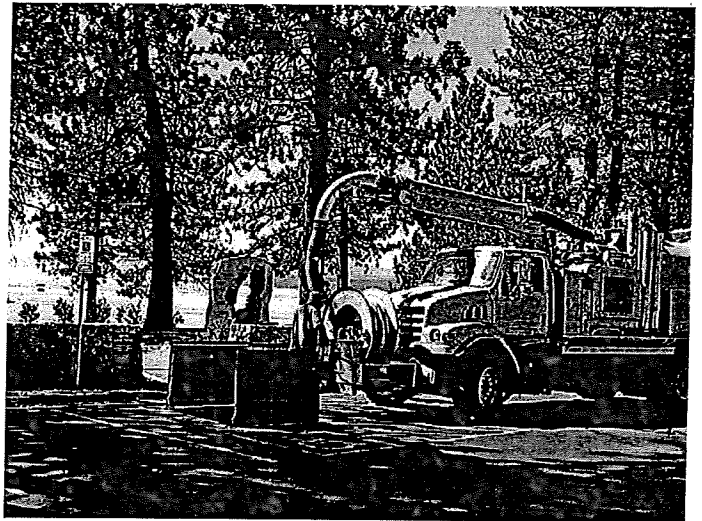
Cascade Separator® Maintenance Indicators and Sediment Storage Capacities

Model Number	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y ³	m ³
CS-3	3	0.9	1.5	0.5	0.4	0.3
CS-4	4	1.2	2.5	0.8	0.7	0.5
CS-5	5	1.3	3	0.9	1.1	0.8
CS-6	6	1.8	3.5	1	1.6	1.2
CS-8	8	2.4	4.8	1.4	2.8	2.1
CS-10	10	3.0	6.2	1.9	4.4	3.3
CS-12	12	3.6	7.5	2.3	6.3	4.8

Note: The information in the chart is for standard units. Units may have been designed with non-standard sediment storage depth.



A Cascade Separator unit can be easily cleaned in less than 30 minutes.



A vacuum truck excavates pollutants from the systems.

Cascade Separator® Inspection & Maintenance Log

Cascade Model:			Location:		
Date	Depth Below Invert to Top of Sediment ¹	Floatable Layer Thickness ²	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The depth to sediment is determined by taking a measurement from the manhole outlet invert (standing water level) to the top of the sediment pile. Once this measurement is recorded, it should be compared to the chart in the maintenance guide to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.

SUPPORT

- Drawings and specifications are available at www.ContechES.com.
- Site-specific design support is available from our engineers.

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EXHIBIT D:

Memorandum of Stormwater Management Operations and Maintenance Agreement

This "Owner" Motor City Church and the "City of Troy" ^{A Michigan} ~~Municipal Corporation~~ have entered into a Stormwater Management Operations and Maintenance Agreement dated, SEPTEMBER 15 2024 for real property located in the State of Michigan, County of Oakland, City of Troy and further described as follows:

(Overall Property as surveyed by PEA Group)

OVERALL PARCEL

A parcel of land over part of Lot 13 of SUPERVISOR'S PLAT OF JAMES ACRES, as recorded in Liber 55 of Plats, Page 21, Oakland County Records, being part of the Northeast 1/4 of Section 20, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said parcel being more particularly described as:

Commencing at the North 1/4 corner of said Section 20; thence along the north line of said Section 20, N86°56'29"E 637.62 feet to the extension of the west line of said Lot 13; thence along said extension S02°43'43"E 60.00 feet to the south line of Wattles Road (60 foot 1/2 width) and the POINT OF BEGINNING;
thence continuing along said west line, S02°43'43"E 632.76 feet;
thence N89°23'22"E 251.89 feet to the East line of Lot 13;
thence along said east line, N02°43'26"W 643.52 feet to the aforementioned south line of Wattles Road;
thence along said south line, S86°56'29"W 251.78 feet to the POINT OF BEGINNING.
Containing 3.69 acres of land, more or less.

Commonly known as: 1349 WATTLES ROAD, TROY, MI 48085

Parcel ID: 20-20-226-097

The Stormwater Management Operations and Maintenance Agreement provides for a stormwater management operation and maintenance plan for a stormwater system located on the real property. It authorizes easements for the local community to take enforcement action if the Agreement is breached. This agreement runs with the land, binds all current and future owners of the real property and serves the real property in perpetuity.

Owner

DAVID MARTIN

By:

DAVID MARTIN

Its:

PRESIDENT

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of September
2024 by Sandra Ann Frankenstein of
Oakland County, a Michigan Notary, on behalf of the corporation.

Drafted by:

SANDRA ANN FRANKENSTEIN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 10, 2030
ACTING IN COUNTY OF Oakland

Sandra Ann Frankenstein
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission expires: 6-10-30



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.10.

Date: October 15, 2025

To: Honorable Mayor and Troy City Council Members

From: Frank Nastasi, City Manager
Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney

Subject: City of Troy v 4770 Rochester Holdings, LLC

As part of the Rochester Road Improvement Project, the City needed to acquire a utility easement from an office building property owned by 4770 Rochester Holdings, LLC.. The City initially offered to pay \$36,834 for the easement, based on an appraisal performed by the City's independent appraiser Michael Kurschat. Since the property owner wasn't willing to accept the amount of this good- faith offer, the City necessarily initiated a condemnation in Oakland County Circuit Court.

After the lawsuit was filed, the City was able to negotiate an agreement to obtain immediate possession of the easement, as required for MDOT grant eligibility purposes. The parties stipulated to an interim order, requiring the City to pay an estimated just compensation of \$36,834. The stipulated order of possession also included sign specifications for the property. As a result of this order, the only remaining issue in the case is the total amount of just compensation to be paid for the acquisition.

The parties subsequently engaged in settlement negotiations, resulting in the attached proposed consent judgment. If approved, the City would pay 4770 Rochester Holdings, LLC a total just compensation of \$70,000 (inclusive of the \$36,834 previously paid, leaving a balance of \$33,166). Under the Uniform Condemnation Procedures Act, there is a provision allowing attorney fees, which in this case are negotiated at \$11,055.33, based on 1/3 of the difference between the good faith offer and the final just compensation. Entry of the consent judgment would conclude the litigation.

Proceeding to trial will result in additional costs for the City, since there would need to be an updated appraisal, witness fees, and facilitation/mediation fees. Also, there are risks inherent in proceeding to a jury trial. Also, if the jury verdict after trial exceeds the amount of the good faith offer, the City would be required to pay all of the property owner's costs, including appraisal and attorney fees. In light of all of this, we recommend approval of this early negotiated consent judgment, which would finalize this condemnation case. The majority of the costs for this settlement will come from federal funds, since this is a federally funded project. The payment would come from General Ledger Account Number 401.449.202.989.022065.

Financial:

If approved, the amount would be paid out of General Ledger Account Number Number 401.449.202.989.022065 for the Rochester Road Improvement Project, which is 80% federally funded.

Recommendation:

City Administration recommends approval of this proposed Consent Judgment, which would resolve this condemnation case.

STATE OF MICHIGAN
IN THE OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY,

Plaintiff,

v.

4770 ROCHESTER HOLDINGS, LLC,

Defendant.

Case No. 25-214450-CC

Hon. Mary Ellen Brennan

Lori Grigg Bluhm (P46908)

Allan T. Motzny (P37580)

CITY OF TROY

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3320

Attorneys for Plaintiff

Jerome P. Pesick (P29039)

Jason C. Long (P59244)

WILLIAMS WILLIAMS RATTNER

& PLUNKETT, PC

380 N. Old Woodward Ave., Ste. 300

Birmingham, MI 48009

(248) 642-0333

**Attorneys for Defendant 4770 Rochester
Holdings, LLC**

Consent Judgment

At a session of the Oakland County Circuit Court held in the
City of Pontiac, County of Oakland, State of Michigan,

on _____.

Present: Hon. Mary Ellen Brennan
Circuit Court Judge

This action is before the Court on the parties' Stipulation, set forth below. The Court is advised and takes notice of the following:

(A). This is a condemnation action that Plaintiff filed to exercise eminent domain and acquire certain easement rights in property owned by Defendant.

(B). Plaintiff acquired the easement by operation of law, as provided in this Court's June 12, 2025 Stipulated Order for Payment of Estimated Compensation and Surrender of Possession and Vesting of Title (the "Title Order").

(C). The issue remaining was the amount that Plaintiff is required to pay to Defendant as “just compensation” for the easement. The parties have agreed on an amount that represents “just compensation” and on other relief, and request that the Court enter this Consent Judgment to implement and memorialize their agreement and close this case.

The Court, being so advised, and based on the case file and applicable law, therefore **ORDERS** and **ADJUDGES** as follows:

1. The Title Order is incorporated by reference into this Consent Judgment, shall survive this Consent Judgment, and shall continue in effect.

2. Within 21 days of the date of this Consent Judgment, Plaintiff shall deliver a check to counsel for Defendant, payable to “4770 Rochester Holdings, LLC,” in the amount of \$33,166.00, representing total just compensation of \$70,000.00, less the \$36,834.00 paid as estimated compensation pursuant to the Title Order.

3. Within 21 days of the date of this Consent Judgment, Plaintiff shall deliver a check to counsel for Defendant, payable to “WWRP, PC,” in the amount of \$11,055.33, representing reimbursement of Defendants’ attorney fees as provided under the Uniform Condemnation Procedures Act, MCL 213.51 *et seq.*

5. This is a **FINAL ORDER** that resolves the last pending claim and closes this case.

Hon. Mary Ellen Brennan
Judge, Oakland County Circuit Court

The parties’ Stipulation is provided on the following page

Stipulation

The parties agree and stipulate to entry of the foregoing Consent Judgment.

Allan T. Motzny (P37580)
Attorney for Plaintiff

Jerome P. Pesick (P29039)
Attorney for Defendant

Chair Perakis called the Regular meeting of the Troy City Planning Commission to order at 7:01 p.m. on September 23, 2025, in the Council Chamber of the Troy City Hall. Chair Perakis and Vice Chair Malalahalli presented opening remarks relative to the role of the Planning Commission and procedure for tonight's meeting.

1. ROLL CALL

Present:

Toby Buechner
Carlton M. Faison
Tyler Fox
Tom Krent
David Lambert
Lakshmi Malalahalli
Marianna Perakis
John J. Tagle

Absent:

Michael W. Hutson

Also Present:

Ben Carlisle, Carlisle Wortman & Associates
R. Brent Savidant, Community Development Director
Julie Quinlan Dufrane, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2025-09-052

Moved by: Fox
Support by: Lambert

RESOLVED, To strike the "Public Hearing" notation for Agenda item 6 and approve the agenda as revised.

Yes: All present (8)
Absent: Hutson

MOTION CARRIED

3. APPROVAL OF MINUTES – August 28, 2025

Resolution # PC-2025-09-053

Moved by: Buechner
Support by: Faison

RESOLVED, To approve the minutes of August 28, 2025 Regular meeting as submitted.

Yes: Buechner, Faison, Fox, Krent, Lambert, Perakis
 Abstain: Malalahalli, Tagle
 Absent: Hutson

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

SPECIAL USE APPROVAL

5. PUBLIC HEARING - SPECIAL USE APPLICATION (SU JPLN2025-0018) – Proposed Driveline Troy LLC Vehicle Sales, West side of Dequindre, North of Fourteen Mile (33475 Dequindre, PIN 88-20-36-476-073), Section 36, Currently Zoned IB (Integrated Industrial and Business) District

Mr. Savidant announced the department received written communication from the applicant requesting to postpone the item to the October 14, 2025 Regular meeting.

Chair Perakis opened the Public Hearing. There was no one present who wished to speak.

Resolution # PC-2025-09-054

Moved by: Fox
 Seconded by: Malalahalli

RESOLVED, To continue the Public Hearing for Agenda item 5 (SU JPLN2025-0018) to the October 14, 2025 Regular meeting.

Yes: All present (8)
 Absent: Hutson

MOTION CARRIED

PRELIMINARY SITE PLAN APPROVAL

Chair Perakis briefly reviewed the Board procedure on motions and amendments to motions.

6. PRELIMINARY SITE PLAN REVIEW (SP JPLN2024-0014) – Proposed Pinnacle of Troy, Southwest corner of Crooks and Wattles (3991 Crooks; PIN 88-20-20-226-015, -016, -017, and -106), Section 20, Currently Zoned NN (Neighborhood Node “I”) District

Mr. Carlisle said the proposed Pinnacle of Troy application was considered and postponed by the Board at their February 11, 2025 Regular meeting to allow the applicant to request a building height variance from the Zoning Board of Appeals (ZBA). He reported that the ZBA denied the variance request at its May 20, 2025 meeting. Mr. Carlisle reviewed the discussion points from the Planning Commission meeting, stated the revised elevations

comply with the Zoning Ordinance requirements, and addressed the significant revisions to the site layout, as identified in his report dated September 16, 2025.

Mr. Carlisle said the applicant is seeking relief from the front setback requirements on Crooks and Wattles to provide more of a buffer for the main roads. He asked the Board to continue its discussion with the applicant for clarification how the proposed floor plan and elevations meet the primary entrance standard and intent of the Neighborhood Node district.

In summary, Mr. Carlisle asked the Board to consider in its deliberations:

- Compatibility with the 2040 Master Plan.
- Consideration of the increased front setbacks.
- If the proposed arborvitae along the frontage meets the intent of the Neighborhood Node form-based district.
- If the building elevations comply with both the primary entrance standards and the broader intent of the Neighborhood Node district.
- Compliance with Section 5.06 E Neighborhood Node Design Standards and Section 8.06 Site Plan Review Design Standards.

Mr. Fox recused himself from discussion and consideration of this application because he is a member of the ZBA. He exited the meeting at 7:35 p.m.

Project architect David Donnellon and project engineer John Houser of the PEA Group were present.

Some comments during discussion related to the following:

- Park; public or private use.
 - Consideration to add sidewalk from Crooks to park area if public.
- Consideration to install benches throughout site to encourage pedestrian activity.
- Development would have a Homeowners Association.
- Garden area; herbs, natural vegetation, pergolas.
- Safety of pedestrian internal circulation; i.e., crosswalks.
- Architectural features, building materials and color scheme.
- Consideration to line up sidewalks to entry doors of units on Crooks and Wattles.

Mr. Houser said he believes the developer would prefer that the park is private.

Mr. Donnellon addressed different housing style options that would be available to purchasers.

Chair Perakis opened the floor for public comment. Acknowledging there was no one present to speak, Chair Perakis closed the floor for public comment.

Resolution # PC-2025-09-

Moved by: Lambert
 Seconded by: Malalahalli

RESOLVED, That Preliminary Site Plan Approval for the proposed Pinnacle of Troy, Southwest corner of Crooks and Wattles (3991 Crooks; PIN 88-20-20-226-015, -016, -017, and -106), Section 20, Currently Zoned NN (Neighborhood Node “I”) District **meets** the Neighborhood Node Design Standards set forth in Section 5.06.E and the Site Plan Review Design Standards set forth in Section 8.06, and be **granted approval**, subject to the following conditions:

1. Add a type of pedestrian bench approved by the Planning Department located at the corner of the property facing Wattles and Crooks intersection.
2. Add the appropriate crosswalks within the site.
3. Line up the entry doors and sidewalks.

Discussion on the motion on the floor.

There was discussion on:

- Side elevations.
 - Architectural features.
 - Building material texture.
 - Addition of window on one-half story.
- Landscaping; arborvitae along frontage.
- Decorative fence; characteristics, placement.

MOTION TO AMEND Agenda Item 6 PRELIMINARY SITE PLAN REVIEW (SP JPLN2024-0014) – Pinnacle of Troy, Southwest corner of Crooks and Wattles (3991 Crooks; PIN 88-20-20-226-015, -016, -017, and -106), Section 20, Currently Zoned NN (Neighborhood Node “I”) District

Resolution # PC-2025-09-055

Moved by: Krent
 Seconded by: Lambert

RESOLVED, To amend approval subject to the following conditions:

1. Applicant to address the ends of the major buildings so that they do not look so stark by using architectural features and building material texture changes.
2. Applicant to add a small window to the one-half story elevations.

Yes: All present (7)
 Absent: Hutson
 Recused: Fox

MOTION CARRIED

MOTION TO AMEND Agenda Item 6 PRELIMINARY SITE PLAN REVIEW (SP JPLN2024-0014) – Pinnacle of Troy, Southwest corner of Crooks and Wattles (3991 Crooks; PIN 88-20-20-226-015, -016, -017, and -106), Section 20, Currently Zoned NN (Neighborhood Node “I”) District

Resolution # PC-2025-09-056

Moved by: Perakis

Seconded by: Krent

RESOLVED, To amend approval subject to the following condition:

1. Entrances on Crooks and Wattles have features of a primary entrance added to them.

Yes: All present (7)

Absent: Hutson

Recused: Fox

MOTION CARRIED

Mr. Lambert thanked the applicant for coming back with a revised plan that meets the Zoning Requirements of Section 5.06.E. and Section 8.06.

Resolution # PC-2025-09-057

Moved by: Lambert

Seconded by: Malalahalli

RESOLVED, That Preliminary Site Plan Approval for the proposed Pinnacle of Troy, Southwest corner of Crooks and Wattles (3991 Crooks; PIN 88-20-20-226-015, -016, -017, and -106), Section 20, Currently Zoned NN (Neighborhood Node “I”) District **meets** the Neighborhood Node Design Standards set forth in Section 5.06.E and the Site Plan Review Design Standards set forth in Section 8.06, and be **granted approval, as amended**.

Yes: All present (7)

Absent: Hutson

Recused: Fox

MOTION CARRIED

OTHER ITEMS

7. **PUBLIC COMMENT** – For items on the Agenda

There was no one present who wished to speak.

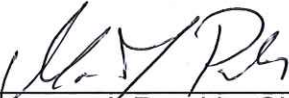
8. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:15 p.m.

Respectfully submitted,



Marianna J. Perakis, Chair

Kathy L. Czarnecki, Recording Secretary

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A regular meeting of the Troy Traffic Committee was held Wednesday, July 17, 2025 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Timothy Battle
Dale Christiansen
Shama Kenkre
Al Petrulis
Justin Rose
Abi Swaminathan
Pete Ziegenfelder

Absent: Swathi Jeeda, Student Representative
Deputy Fire Chief, Michael Koehler

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – March 19, 2025 Traffic Committee

Resolution # 2025-07-10
Moved by Rose
Seconded by Petrulis

To approve the March 19, 2025 minutes as printed.

Yes: Battle, Christiansen, Kenkre, Petrulis, Rose, Swaminathan, Ziegenfelder
No: None
Absent: None

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for Traffic Control – Williams Drive at Castleton Drive

Jeffrey Novak of 2721 Williams Drive requests that the intersection of Williams Drive and Castleton Drive be reviewed for traffic control purposes at the intersection. He states, I currently live on the Corner of Williams Drive and Castleton. I am reaching out to request that a 3-way Stop sign be placed at this intersection. The traffic flies through here on both streets

with no one stopping or slowing down. Several times, cars and school buses have had to slam on their brakes to avoid collisions. No one slows down when on Williams Dr (School buses driving from Landford to Castleton take the corner without slowing down, pretty much on two wheels), approaching the race track of Castleton. There is no slowdown on Castleton for almost a ½ mile until you reach Susick Elementary School. The parents racing their kids to school in the morning is ridiculous. A 3-way stop at the intersection of Williams Dr and Castleton would slow traffic and avoid all types of problems. I don't want to see anyone getting injured or worse at this intersection since it is a busy street for parents taking their children to school.

Jeffrey Novak of 2721 Williams

"Good Evening,

My Name is Jeffrey Novak and I reside at 2721 Williams Dr

I come before you the traffic committee to discuss the traffic flow on Castleton between Maple and Adonis where Susick Elementary school is located.

I have submitted a request with the city engineer for a 3 way stop sign to slow the traffic down and eliminate the several near misses when cars approaching the intersection of Castleton Drive and Williams Drive.

The distance from Maple to Susick Elementary is 2,295 feet which works out to just under a half of a mile. There are 55 homes on Castleton in this stretch which contains curves and hidden spots along the way.

According to the survey that was completed May 8th to May 15th that Castleton the main road throughway from Maple to Big Beaver with Susick Elementary School does not meet the 300 vehicles per hour for a minimum of 8 hours or . That seems like an unreasonable amount of vehicles that would require stop signs to be placed to slow the flow of traffic down with speeds read at above 45 mph.

This is a residential street where children play; parents walk their children to and from school and have to cross over Castleton. Families walk with their children and pets, and Bicycles are ridden.

Jeff read vehicle counts & speeds from the traffic report, the total number of vehicles that traveled that week was 7,150 of that 2,192 were over speed limit AGAIN HITTING SPEEDS ABOVE 45 MPH.

Personally that sounds like quite a bit of vehicles traveling over the speed limit that us residents believe think that 3 way stop signs at Williams and Castleton, would or should drop that number down before someone gets hurt or even worse loses a family member or pet. The recommendation before you is installing a Yield sign on Williams at Castleton, that's not going to work at all, as you all are aware most people ignore yield signs. I have witnessed Troy police vehicles and Warren Consolidated buses that approach Castleton from Williams without slowing down or yielding the right away.

Castleton continues past Susick School to Saratoga. And then to Sparta which leads you to Big Beaver where there are 3 intersection with full 4 way stop signs that have previous been Yield signs in the past. Sparta & Saratoga, Sparta & Rhodes, and Sparta & Athena, of which I find it hard to believe they meet the 300 vehicles per hour for a minimum of 8 hours.

This now brings up another concern is why do we have 3 way stop in front of school at Castleton and Adonis. They would have the same numbers of vehicles headed in this direction as we do but according to the report, they would not meet the same criteria of the 300 cars per hour for 8 minimum of 8 hours.

If stop signs are not an option then maybe we should consider installing 2 or 3 soft speed

bumps down Castleton, like the City of Sterling heights has done to reduce the speeds on their roads that have the same problem. One example is Fox Hill between Dequindre and Ryan.

Thank you for taking the time to listening to my concerns.”

Bonnie Miller of 2702 Williams has lived in her home for 30 years, and pointed out that 4 out of the 5 homeowners on Williams drive are present at this meeting. She does not believe a yield sign will work because Williams drive is constantly used as a cut through. The sidewalk is unsafe for people to use because cars are whipping around the corners, flying on 2 wheels when they take these turns.

Glen Miller of 2702 Williams, stated his biggest concern in 30 years, the number of near misses and crazy driving I've seen up and down this road. As everybody has said, the way people come through here nobody blinks, they do not even pause. My biggest concern is the people coming off of Maple, they run into a chicane here, but there are all these cars parked along here. You cannot see a thing when you are coming through this intersection, they just hope that nobody else is coming. Turning either direction off of these streets, they cut the corners, and do not even slow down. If they would just slow down at least that would be great, but a yield sign will not make people slow down. I work out in Macomb County and on Metro Parkway they have all the yield signs in all the roundabouts, but you get into Oakland County and we have stop signs and people will at least pause instead of just barreling people through it. It's horrible when I see people out riding their bikes, walking their dogs, children walking, Halloween whatever time it is... sooner or later someone is going to get killed at this intersection. A 3-way stop sign would solve all of that. I really would hope that you re-consider and go with the 3-way stop sign proposal, it would be safest for everybody and it wouldn't give these cars a chance to get up to 45MPH heading towards Susick school. Thank you very much.

Paul Ford of 2726 Williams, More to Glen's point on those hidden corners. There is one on Chesterfield for South bound drivers and another one at Hempstead just past our street. Again, with the parking on the west side of Castleton that just heightens the visibility issue, esp. with the landscaping companies with bigger vehicles being out during the day, makes it harder to see around those corners. More than one occasion I have seen cars pass each other on Castleton, so before we ask for a no passing zone, we would like to get a 3-way stop added at this corner. Again, thank you for listening please consider the 3-way stop.

Linda Ford of 2726 Williams, we are newbies to the street in the sense that we've only been here 12 years, but in those 12 years we have seen everything that they have pointed out. Today, my husband and I were sitting out on the porch we are the corner house at Williams Dr. and Castleton, there was a car that came from Langford which is the west street off of Williams, it was a white grand Cherokee, flew down the street and went flying around the corner without looking in either direction, that is just an example of something today, but that happens every day, especially when people are getting off of work, or parents taking children to school, nobody understands the 25mph speed limit in residential areas. A 3-way stop sign would be wonderful, or as Mr. Novak said, speedbumps, because if someone hit one of those going 45mph they are going to go flying. Thank you very much, please consider the 3-way stop.

Sgt. Warzecha added that he's spoken about too many stop signs and what that does with upsetting people. The more they have to stop the more upset they get, and that doesn't always work out, we end up getting calls for people not stopping at stop signs instead of speeders. He added that he does not have an opinion either way, but said that the people coming Southbound to Westbound not stopping, they are not required too because there is no cross traffic. Eastbound to southbound obviously they would have to yield to the traffic on Castleton, but I do understand. We get these complaints all the times, but the problem is when these incidents are happening is our busiest time. We do try to get over there when we can, but sometimes having us out there enforcing it causes a bigger issue when we have people pulled over and traffic levels are high. We have 6 traffic patrol officers; we try to get out there and we are aware of the issues here. Again, no issues with the stop signs but I do believe it will become an issue now with people not stopping at said stop signs, unsure what the best option would be.

Resident asked if too many stop signs upset people, why do we have so many in a row on Donaldson, we have 3 right in a row.

Sgt. Warzecha stated that Donaldson is a very long street, with a bunch of cross streets. So, over the years people have called, saying well they have a stop sign we want one, and so on. So now when you go down Donaldson you are stopping at almost every block, and sometimes, again not an excuse, but it makes people mad and they lay on the gas to get through the intersection.

Justin Rose explained from a Traffic Engineering point of a view, that one of the reasons they do not like putting Stop Signs when they are not warranted is because they give a false sense of security. For example, people on Williams will make the assumption that because there is a stop sign on Castleton, that those people will stop. We already see people breaking the rules in the area with speeding, and now we have that false sense of security that we've created in the area when making that turn. The warrants are set up by the Manual of Uniform Traffic Control Devices, which is updated by the federal highway administration using data every 5-7 years.

Al Petrulis added that is a false sense of security for everyone, not just drivers. Children, walkers, etc.

Dale Christiansen asked Scott what the City's viewpoint was on speedbumps.

Scott Finlay explained that the city follows the road commissions guidelines for speed bumps, and it's something the residents pay for and it's not something just 1 speed hump would fix, you would need multiples. Then also comes deciding whose house it will go in front of because they do make noise when a car bottoms out. The volume of traffic and the speeds do not meet the county requirements for speed humps.

A resident asked what the cost would be.

Scott Finlay explained that nobody in the city has installed one because they haven't met the requirements. You don't penalize the 90% who are trying to do the right thing, for the 10% not falling the law. Enforcement is your best option.

Jeff Novak asked why it's a punishment to the 90% to have to stop?

Scott Finlay stated because they have to stop. According to statistic's unwarranted stop causes for speeding and rolling stop signs, because they think they stopped unnecessarily. It's usually residents that live in the area, and do not agree with the stop sign being installed, and doesn't believe it should be there... so, they ignore it. Which in turn, also creates the false sense of security.

Dale Christensen asked if there were crosswalks at the intersection.

The residents answered that there are not crosswalks there, and the school crossings are further down the street.

A resident added that his biggest issue is the way the road is bent, and with all the cars parked along the west side of the road makes it hard to see. He would rather a stop sign be installed, and they get a ticket for not stopping then having people getting hit at this intersection. Believes the Stop sign having them just yield would be a victory.

Scott Finlay explained that curved roads and parking on the street, are natural traffic calming measures. Make the road narrower, and less comfortable to drive down. Scott explained that he has his kids park the cars in the street and it helps slow down traffic on his busy street/in front of his house.

Glen Miller added that they hear horns and near misses almost every day.

Scott explained that the purpose of stop and yield signs is to assign right of way at an intersection. They do not control speeds. So, if you try to use them for something they are not intended for they don't necessarily work.

Glen Miller asked what other options they have? Speed humps and stop signs aren't going to work, and they need people to slow down. It's been like this for 30 years and no one has died; we hear screeching tires and horns every day almost hitting each other head on, along with near misses. Sooner or later, someone is going to get blasted there. He understands there may be ramifications, but he doesn't think we should be looking at it that way. It needs to be looked at to see what is going to be the safest...

Tim asked about the statistics Jeff provided, and asked when the study was done.

Scott Finlay explained that he was given the reports. The study was done during the school season in May, to make sure that it was an accurate/realistic study.

Pete Ziegenfelder explained that he is always in favor of Stop Signs.

Justin Rose made a motion to have Williams drive intersection changed from Uncontrolled to Stop Controlled at that one bound.

Discussion was brought back to the table -

Dale Christiansen added that he does believe they have a solid argument to have 3 stop signs installed, going to vote No on the current motion. The homeowners live there and have a pretty good idea of what is going on there.

Tim Battle asked if we do add a 3-way stop, if it will just push the traffic to Chesterfield, Northampton, and the other side streets and cause issues for the other intersections in the sub.

Dale Christiansen doesn't believe it would cause any other issues since that street is a straight shot to the school, and that the stop sign would keep them from picking up speed before the school.

Al Petrulis thinks that the motion on the table makes a lot of sense, because we are at least introducing the control on the axis to the main "artery" if that's what we want to call it. He does believe a stop sign will definitely be an improvement, and maybe if no changes happen, we can re-visit installing the other two stop signs.

Justin Rose added that from an engineering standpoint he is always against using traffic control devices or stop control devices, as speed control. They are really two separate issues that were trying to pigeon hole one solution into.

Resolution # 2025-07-11

Moved by Rose

Seconded by Petrulis

BE IT RESOLVED, that the Williams Drive Approach at Castleton Drive be modified from UNCONTROLLED to STOP CONTROLLED.

Yes: Battle, Kenkre, Petrulis, Rose, Swaminathan, Ziegenfelder
No: Christiansen
Absent: None

MOTION CARRIED

5. Request for Traffic Control – Wendover Road at Oakhill Drive

Eric Calvird of 3235 Myddleton requested that several intersections be reviewed to update the traffic control at the intersections. Eric provided the following comments: The first location is on the southwest corner of Myddleton and Wendover. This yield sign receives a significant amount of traffic from people traveling 16 mile and entering the sub from either Oakhill or Henhawk. There are currently no stop or yield signs on Oakhill and Wendover, so cars are typically traveling at higher speeds since they do not have to come to a stop when entering Wendover heading towards Myddleton. This intersection comes to a dead end, and drivers are forced to either turn right or left onto Myddleton. Almost every car does not come to a stop when making this turn, which is another reason why I feel a stop sign is required. Some cars will make a sharp right-hand turn at the Northeast corner of Myddleton and Wendover to head further east

into the suburb. The subdivision lacks sidewalks, forcing pedestrians to travel in the street. The Second location is on the northeast corner of Myddleton & Wendover. I feel a stop sign is required for the same reasons above.

Nathan Wiegand of 3111 Myddleton Dr., pointed out that Eric was unable to make this meeting, but he did send us 3 neighbors in to help support this. Nathan explained that the intent was to add a stop sign to Wendover and Myddleton. They were hoping to have the stop sign added to give a pause to the cars cutting through using Wendover to get to Myddleton, but was unsure why that's not included with the meeting today and it states a stop sign being added to Wendover and Oak Hill.

Scott Finlay explained that the only change recommended was to Wendover and Oakhill, Wendover and Myddleton did not meet the warrants to have that intersection changed.

Matthew Grabowski lives at 3090 Myddleton; explained his concerns with the blind corner off of Oakhill and the speeding onto Wendover, he pointed out that a lot of people will make a soft turn and speed down this street. He explained that this is a very congested intersection, and that people will not be looking for other cars and make a turn to come head on with another car causing a bottle neck situation. He stated they have 14 kids under 7, and that this is the main area that the kids congregate and hang out at.

TJ Jackson lives at 3045 Myddleton, stated he lives on the other side of the neighborhood but frequently walks his dog in this area, and has gotten close with these families. He pointed out that this subdivision does not have sidewalks, and that is a major concern with all the kids and distracted drivers we have now a days.

Al Petrulis lives in the area and explained that Myddleton is a dead end and doesn't believe there is a lot of traffic in that area. He explained that he doesn't believe it is a speeding issue, but does believe this area does need improvement. Resident explained that it is more a situational awareness.

Dale Christiansen asked where the school is in relation to this intersection.

Nathan Wiegand showed the school location, as well as the daycare/church they walk to.

Dale Christiansen explained that he doesn't think a second stop sign would make sense.

Pete Zigenfelder added that he is in favor of stop signs always.

Dale Christiansen asked for clarification on which yield sign is going to be changed. Westbound traffic is the intersection that will have the sign changed. He asked what the downside would be to adding it to the Eastbound intersection as well.

Scott Finlay explained that the downside is the same as adding it to any intersection that doesn't warrant it, it would give a false sense of security.

Dale Christiansen asked what the upside would be to adding a stop sign?

Justin Rose explained that the street is a dead end further down Myddleton, for the yield sign I see what they are trying to do along Wendover, so Wendover E/B and W/B at Myddleton on either side almost acts as a continuation of that street. From a warrant standpoint I see why a yield sign was recommended.

Dale Christiansen points out that the intersection can be blocked with bushes, and agrees with what the study concluded only needing the one sign changed.

Pete Ziegenfelder added that even though it's not recommended by the traffic study, we can still recommend 2 stops signs in this area.

Resolution # 2025-07-12

Moved by Christiansen

Seconded by Rose

RESOLVED, that the Wendover Approach at Oakhill Drive be modified from YIELD CONTROLLED to STOP CONTROLLED.

Yes: Battle, Christiansen, Kenkre, Petrulis, Rose, Swaminathan, Ziegenfelder

No: None

Absent: None

MOTION CARRIED

6. Public Comment

Two residents expressed their concerns/displeasure with how the decisions were being made on Stop Signs being added, and how drivers are not trained the same as they use to be.

7. Other Business

None.

8. Adjourn

The meeting adjourned at 8:25 PM.



Al Petrulis -Vice-Chairperson



G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2025\16_July_2025\0716_Minutes_Traffic Committee_FINAL



500 West Big Beaver
Troy, MI 48084
troy.mi.gov

CITY COUNCIL AGENDA ITEM

O.2.a.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Courtney Flynn, Communications Director

Subject: 2025 Bond Proposal Communications Plan Updates

Background

The Troy City Council approved ballot language at its July 14 meeting that allows residents to shape the City's future. The ballot proposal for the November 4, 2025, election asks if the City of Troy shall borrow up to \$137 million, to be paid back over 20 years, to build a new library, improve local roads, invest in parks and recreation amenities, and support public safety.

The City Council's decision to place this question on the November ballot came after more than a year of research and public meetings regarding the City's infrastructure needs. Supporting information that identified the City's needs to provide additional investment into its infrastructure includes the Troy Public Library's Strategic Plan, the decline of the City's capital property tax revenue, the overall age of City infrastructure, and evaluations of City roads, facilities, and parks.

To best inform and engage the public on why the bond proposal was placed on the ballot and what it would mean for the community if it is approved or denied by voters, a detailed Communications Plan has been put into motion. The purpose of this memo is to provide regular updates on the Communications Plan by describing what actions have been taken every week to disseminate bond proposal information.

Week of July 14:

The Bond Proposal webpage went live. This page has all updated project information, FAQs, and access to all City Council meetings where the proposed bond was discussed.

Two social media posts were published.

Announcement of Bond Proposal:

- Views: 17,190
- Comments: 14

Announcement of Bond Webpage going live:

- Views: 3,142
- Comments: 3

Week of July 21

C&G Newspaper publishes article:

<https://www.candgnews.com/news/council-approves-137-million-bond-proposal-for-november-ballot-8799>

One social media post

Bond Proposal \$137 Million breakdown of the \$137 million

- Views: 17,190
- Comments: 152

Week of July 28:

Bond trifold made available to the public in City facilities and on the 2025 Bond webpage.

Troy Talk, previously held on July 30, will be rebranded as “Bond Talk” moving forward, until the election.

An email for general bond questions was created and made public on the website (2025bond@troymi.gov).

Business cards with QR codes to the website have been ordered for distribution at events and in City buildings.

Two social media posts

Bond Proposal Breakdown: Yes v No Vote

- Views: 11,094
- Comments: 70

How to calculate how the bond would impact you

- Views: 10,260
- Comments: 70

Oakland Press publishes article: <https://www.theoaklandpress.com/2025/07/31/troy-voters-to-decide-bond-initiative-that-includes-new-library/>

Two Troy Today informational ads have been finalized and sent to the printer.

The website host was contacted to improve the appearance and usability of the Bond webpage.

Week of Aug. 4

Six social media posts

Project Breakdown Library

- Views: 18,323
- Comments: 85

Project Breakdown Roads

- Views: 9,373
- Comments: 64

Announcement of Town Hall at TPL on Aug. 14

- Views: 2,427
- Comments: 0

Project Breakdown Parks and Rec

- Views: 11,094
- Comments: 70

Project Breakdown Public Safety

- 5,160 views
- 34 comments

Check out the Bond website for FAQs and more

- 8,381 views
- 75 comments

The library e-newsletter was sent to subscribers with information regarding the library portion of the proposed bond.

Citizen Engagement Schedule finalized and published on troymi.gov/2025.

Community Engagement Opportunity: Aug. 7 @ Summer Concert Series

- Staff engaged with concert attendees, many of whom who were unaware of the bond proposal. Informational flyers and pamphlet were handed out to increase education

Week of Aug. 10:

Two social media posts

Comparison of Troy's City taxes v other communities

- Views: 11,828
- Comments: 33

Aug. 14 Town Hall Reminder

- Views: 2,585
- Comments: 0

Aug. 14 2025 Bond Town Hall at the Troy Public Library

- There were about 20 attendees who listened to a 20-minute PowerPoint presentation from City Manager Frank Nastasi. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, there was a healthy question and answer session, with the below questions asked. Staff from the City Managers Office, Library, Finance, Recreation, Public Works, Police, and Communications all attended the Town Hall to assist in answering detailed questions. The questions listed below will be added the FAQs and uploaded to the website soon.

2025 Bond Proposal Informational flyer sent to printer to be inserted in utility bills for the months of August, September and October. This insert will reach 27,175 homes.

2025 Bond Information Poster Boards sent to print. Expected to be displayed in City Hall, Community Center, Library and DPW beginning the week of Aug. 25. One will also be used at community engagement events.

Week of Aug. 18:

Six social media posts

Bond FAQ: Grant Funding for the City

- Views: 4,302
- Comments: 36

Library Tour Information

- Views: 3,773
- Comments: 0

Bond Talk Information

- Views: 3,263
- Comments: 4

Sept. 2 Town Hall Promotion

- Views: 2,805
- Comments: 4

Size needs for TPL

- Views: 14,887
- Comments: 243

Aug. 20 2025 Bond Community Engagement Session at Summer Concert Series in Stine Park

Email sent to HOAs with information on Community Engagement sessions and general bond proposal information.

Week of Aug. 25:

Two social media posts
Bond Talk Advertisement
• Views: 2,096
• Comments: 4

Sept. 2 Town Hall Promo
• Views: 3,893
• Comments: 12

Bond Talk was held at Percent Coffee on Aug. 27.

Poster Boards with Bond information placed in City buildings.

Week of Sept. 1:

Three social media posts
Bond Brochure Highlight
• Views: 6,060
• Comments: 54

Roads FAQ
• Views: 6,404
• Comments: 58

Bond Proposal Breakdown: Yes v No Vote
• Views: 7,877
• Comments: 117

Bond Town Hall Held at Community Center on Sept. 2.

• There were about 10 attendees who listened to a 20-minute presentation from City Manager Frank Nastasi, which covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. There was also a healthy question-and-answer session. Town Hall to assist in answering detailed questions.

Week of Sept. 8:

Four social media posts
Bond Talk Advertisement
• Views: 5,893
• Comments: 18

Engagement Schedule
• Views: 3,215
• Comments: 4

Library Tour Information
• Views: 5,666
• Comments: 5

Bond Tax Calculator
• Views: 5,876
• Comments: 16

Bond Talk was held at Panera Bread on Sept. 10.

A City of Troy Booth with Bond Information was staffed at Troy Daze Sept. 11-14.

Week of Sept. 15:

Two social media posts
Troy's Capital Tax Revenue
• Views: 13,275

- Comments: 133

Town Hall Promotion

- Views: 4,288
- Comments: 6

Bond Information Booth at Senior Expo on Sept. 16

Week of Sept. 22:

Three social media posts

Town Hall Promotion

- Views: 2,983
- Comments: 57

Where Do Your Taxes Go?

- Views: 12
- Comments: 4,736

Town Hall Promotion

- Views: 4,787
- Comments: 3

Sept. 23 2025 Bond Town Hall at the Troy Public Library

- There were about 25 attendees who listened to a 20-minute PowerPoint presentation from City Manager Frank Nastasi. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, a healthy question-and-answer session ensued.

Week of Sept. 29:

Detroit News publishes article: <https://www.detroitnews.com/story/news/local/oakland-county/2025/09/28/troy-latest-city-in-metro-to-propose-bond-package/86293248007/>

Four social media posts

Troy Farm FAQ

- Views: 49
- Comments: 7,542

Town Hall Promotion

- Views: 2,155
- Comments: 11

Town Hall Promotion

- Views: N/A
- Comments: N/A

Bond Project Breakdown

- Views: N/A
- Comments: N/A

2025 Bond Flyers to be sent to families via the Troy School District

Sept. 29 2025 Bond Town Hall at the Troy Public Library

- There were about 5 attendees who listened to a 20-minute PowerPoint presentation from City Manager Frank Nastasi. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, a healthy question-and-answer session ensued.

Oct. 2 2025 Senior Bond Town Hall at the Community Center

Oct. 5 Bond Table at Fire Station 1 for the Fire Open House, Poster Boards displayed at all Fire Stations

Week of Oct. 6:

Channel 7 WXYZ publishes article: <https://www.wxyz.com/news/troy-voters-city-leaders-weigh-in-on-upcoming-bond-proposal>

Three social media posts
Troy Public Library Tours
• Views: 7,542
• Comments: 12

Town Hall Promotion
• Views: 4,497
• Comments: 15

Capital Millage Explanation
• Views: 12,687
• Comments: 137

Oct. 6 2025 Bond Town Hall at City Hall (Council Chambers)

- There were about 6 attendees who listened to a 20-minute PowerPoint presentation from Deputy City Manager Bob Bruner. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, a healthy question-and-answer session ensued.

Oct. 11 Bond Table at Family Fall Fest at Stine Community Park

Week of Oct. 13:

Four social media posts
Town Hall Promotion
• Views: 2,980
• Comments: 11

Tax Dollars from New Development
• Views: N/A
• Comments: N/A

Tax Revenue
• Views: N/A
• Comments: N/A

Bond Project Breakdown
• Views: N/A
• Comments: N/A

Oct. 14 2025 Bond Town Hall at the Community Center

Staff continues to post and monitor information on social media and update the FAQs and website. Library tours continue to be advertised and provided to interested parties.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

O.2.b.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Mark Adams, Economic Development Manager

Subject: Q3 Economic Development Report

Economic Development Report Q3 2025

Business Successes

The Economic Development Department engages with many projects and new businesses to foster investment in Troy. Below you will find a sample of these major investments. Some members of City Council are aware of these projects as they have been ongoing for several years. Work and planning on these projects often occur over a 24-month period of time. The new jobs that have been and will be created by these projects help small businesses along our business corridors as employees use our restaurants, gas stations and retail establishments.

Savic Technologies

2675 Bellingham (Temporary Space)
100 jobs – \$2.2 million investment

Sanhua

1350 Stephenson Highway (Building is yet to be occupied but purchased by Sanhua)
30 jobs – \$8 million investment

Expleo

2380 Meijer Dr. (Troy officials attended and spoke at Grand-Opening)
200 jobs – \$5 million investment

Totals:

330 jobs

\$15.2 million in investment

The City of Troy Economic Development Department facilitated letters of support from the City and each firm received a performance-based Business Development grant from the Michigan Economic Development Corporation (MEDC) of over \$200,000 dollars. These grants are highly competitive and are based on the project's target industry, number of jobs, pay rate and investment amount. These successes represent a team effort involving Troy, Oakland County and the State of Michigan. These firms received economic development guidance and expertise from all three entities.

Project Diamond

The Economic Development Manager attended an educational seminar about advanced manufacturing involving a 3D printer demonstration. Automation Alley has started phase 2 of providing discounted 3D printers to local businesses in Southeastern Michigan. Troy manufacturers have benefited from receiving one of these printers which allows manufacturers to stay up-to-date with the latest technology/trends. The Manager also advocated for Troy businesses to take advantage of the Automation Alley Project Diamond program.

Quarterly Travel

Event Name: IEDC
Date: September 2025

This event was held locally in Detroit at Huntington Place. National and International business consultants/economic developers attended this event and provided an opportunity to showcase the region. The conference provided an update on industry trends and networking opportunities with economic development professionals.

Event Name: Select USA Annual Meeting
Date: May 2025

Select USA Investment Summit is an annual event located in Washington D.C. This conference attracts foreign firms who are looking for U.S. investment opportunity. Troy has a robust international business base which makes the City attractive to foreign investment. This included an event to hear the Governor talk about Michigan Innovation at a Canada reception.

This year was the largest Investment Summit to date with record levels of attendance and engagement from **5,500+ attendees, 100+ international markets, and 54 U.S. states and territories.**

The MEDC, City of Detroit, City of Southfield, Macomb County, City of Jackson and a few other local economic development agencies attended. All flew under the "Team Michigan" flag. This event allows for one-on-one meetings with firms who are in different stages of exploring U.S. Investment. The Economic Development Manager had one-on-one meetings with several firms and promoted Troy.

Troy's business attraction marketing brochure was used to illustrate Troy's business climate. The Manager also passed out business cards and promoted Michigan/Troy at the MEDC booth. Here are a few other highlights:

- Attended the Canada Reception
- Attended the Michigan Reception
- Attended Japan Reception

The Manager also participated in several planning calls with MEDC/Partners in advance of this event and posted this event on LinkedIn. This is a long-term strategy as the decision cycle for these businesses takes a few years based on economic factors. Follow up calls with firms from this conference have been made with three examples below.

- NAYAN
- ISM
- Hextra

Troy Hospitality Committee

The Economic Development Manager provided a report on economic development including information on potential office conversions to residential, new/expanding businesses and potential hotel openings in 2026.

The Manager also provided an update on the Somerset West site.

Provided assistance to several Troy Chamber members, including help with business plans, site locations and zoning.

Oakland Thrive

Conducted several small business meetings with Justin Ibe. Justin is the Oakland Thrive representative that covers Troy. Oakland Thrive's mission is to assist all small businesses within Oakland County and is funded by Oakland County. The meetings took place both at City Hall and virtually. Discussed the provision of site location assistance and loan programs. Below are examples of some of the business types analyzed:

- Engineering Firm
- Car Wash
- Day Care

Chaldean American Chamber Headquarters Ribbon Cutting/Corporate Event

Attended the ribbon cutting at the request of the Chaldean Chamber and Corporate Events this quarter. A Troy Economic Assistance Seminar for this group was held at the Troy Community Center a few years ago. Discussed development opportunities with members and provided assistance to multiple Chaldean American Chamber members with permits, zoning and incentive programs.

Troy's Quarterly Fluid Real Estate Market Trends

Market Rates in Troy

	Rent	Vacancy Rate	Sq. Ft.
Office	\$19	15.5%	17 million
Industrial	\$7	7%	14 million
Retail	\$21	6.2%	8 million

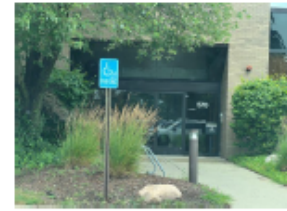
Source: Various Real Estate Forecasting Agencies

Economic Development Activity

Below is a "slide" that illustrates Troy's diverse business climate. This is a small sampling of some businesses that have received information about business assistance programs. These businesses were contacted multiple times throughout the year for assistance with financing, site searches and work force assistance.

Businesses

Slate – Electric Vehicle
Fisher - Advance Manufacturing
AMS – Lighting Systems
F&M Bank - Financial
Expleo -Telematics
RIIS – Drone Technology
HTC – Software Development



Troy's TIF Boards

The Troy Economic Development Team participated in meetings that promoted investment and job creation within the BRA, DDA and LDFA.

This work included the Somerset West Brownfield which was approved by the Brownfield Authority September 3rd and City Council September 29th. This development will generate millions of dollars in new taxes when completed. It was assessed at about \$7 million and when completed the assessment will be at about \$125 million. The developer anticipates the total cost of this development to be about \$250 million. As a result of this project, the Troy BRA will capture \$7.8 million in funds that it can use to spearhead other Brownfield projects throughout the City.

Brownfield Pipeline 2025

- 1441 Maple potential office to residential conversion
- 4755 Rochester Road/Village of Troy Phase 2
- Motor City Church

This pipeline represents potential projects that are ongoing and can take several months of interactions with in person meetings, phone calls and reimbursement activities for completed Brownfield projects. Village of Troy phase 1 is currently being reimbursed. The team is also consistently reviewing new tool such as the Michigan State Housing Development Authority (MSHDA) Housing Tax Increment Financing program as the economic development landscape in Michigan evolves.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

O.2.c.

Date: October 20, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiepe, Public Works Director
Jason Schmidt, Water and Sewer Operations Manager

Subject: 2025 Lead and Copper Rule Monitoring Update

Lead and Copper Rule

- The Lead and Copper Rule is a United States federal regulation that limits the concentration of lead and copper allowed in public drinking water at the consumer's tap. The purpose of the Lead and Copper Rule (LCR) is to protect public health by minimizing lead and copper levels in drinking water.
- The U.S. Environmental Protection Agency first issued the rule in 1991 pursuant to the Safe Drinking Water Act after studies concluded that copper and lead have an adverse effect on individuals.
- The rule establishes action levels for lead and copper based on a 90th percentile level of tap water samples. An action level exceedance is not a violation, but triggers other requirements to minimize exposure to lead and copper in drinking water, including water quality parameter monitoring, corrosion control treatment, source water monitoring/treatment, public education, and lead service line replacement.
- Starting in 2025, the action level for lead was changed from 15ppb (parts per billion) to 12ppb.
- To the best of our knowledge, none of the homes in the City of Troy contain lead service lines. Any trace amounts of lead can be attributed to the particular fixtures from which the water samples were drawn or the solder used on the home's plumbing system.
- This program's success relies upon residential citizens volunteering to participate. The City of Troy is very fortunate to have such outstanding citizens who consistently participate year after year.

Troy Lead and Copper Rule Monitoring

- The City of Troy Water and Sewer Division recently completed the 2025 round of water quality testing for lead and copper.
- In 2018, the Department of Environment, Great Lakes, and Energy (EGLE) expanded the number of sample sites based on population, which meant increasing residential samples in Troy from 15 to 30.
- EGLE requires that the highest tier (most at risk) sites are prioritized when sampling. 33 samples were collected this year to ensure that the highest tier sites were prioritized and to account for the possibility that a site may not be available.
- The testing procedure requires that a sample must be taken after a minimum of six (6) hours of no water use within a home; this gives the water time to absorb any trace elements that may be in the service line or the plumbing fixture from which the sample is being taken.

2025 Testing

- Of the 33 samples taken from Troy residential homes, all tested below the action levels for both lead and copper; action levels are 12ppb (parts per billion) for lead and 1,300ppb for copper.

- Lead levels were <1ppb (non-detectable) for all sites.
- Copper levels ranged from 2.1ppb to 230.0ppb.
- Once the results were received, the Troy Water & Sewer Division was required to inform all residents whose homes were used for sampling of their results and complete a detailed report for EGLE.
- Since all samples were below the action level, there are no additional measures needed.

To: [CMO Distribution List](#)
Subject: Sylvan Glen Lake park
Date: Monday, October 13, 2025 9:25:49 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning;

My husband and I like to walk the path at the Sylvan Glen Lake, but had not been there since the new play equipment went in. What a joy to see the parking lot full of cars and tons of families and children enjoying the beautiful playground.

I just wanted to say "Well done!" Thank you for continuing to enhance our city's green space. The pickle ball courts at Firefighter's were beautifully integrated into the park too.

I am so hopeful the bond issue passes to keep our momentum going.

Best,
Rhonda Hendrickson

-

To: Brian Goul
Subject: Mackinaw Island

Brian,

Just a short note to let you know Lyndsey did a fabulous job with the Troy Senior group that just returned from the Grand Hotel.

Mike & Mary Ann Husson