

Institute for the Advancement of Legal and Ethical AI

Michael J. Bommarito II, President

2843 East Grand River Avenue, #115, East Lansing, Michigan 48823

mike@aleainstitute.ai

February 8, 2026

VIA ELECTRONIC AND PHYSICAL COPY

Email & Letter Copy

Kelly L. Marion, Township Clerk

FOIA Coordinator

Saline Township

4254 Arkona Road

Saline, Michigan 48176

salinetownship@gmail.com

(734) 429-9968

cc: James C. Marion, Supervisor · Jennifer M. Zink, Treasurer

Dean R. Marion, Trustee · Tom P. Hammond, Trustee

FREEDOM OF INFORMATION ACT REQUEST

Pursuant to MCL 15.231 *et seq.* (Act 442 of 1976)

Re: Validity and Execution of the Consent Judgment;

Attorney Retention, Authorization, and Insurance Defense Records

(Related Digital / Stargate Data Center, Washtenaw County Circuit Court, 2025)

Dear Ms. Marion:

This is a request under the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, for records relating to: (1) the validity, authorization, and execution of the consent judgment in the Related Digital / Stargate data center lawsuit; (2) attorney retention and authorization; and (3) the role of the Township's liability insurer in the defense and settlement. I am a Michigan resident and submit this request in my capacity as President of the Institute for the Advancement of Legal and Ethical AI ("ALEA"), a Michigan nonprofit corporation.

This request complies with the Township's FOIA Procedures and Guidelines (adopted March 30, 2018) and is transmitted via email to salinetownship@gmail.com as directed. I note that the Township's Written Public Summary erroneously lists "Lenawee County Circuit Court" as the venue for FOIA appeals; Saline Township is in Washtenaw County (see Section 4).

Urgency and Public Interest Justification

Time is of the essence. The consent judgment authorized a data center on approximately 575 acres of agricultural land. Its validity as a binding contract requires proper authority, Board approval, and due execution—all of which the public record calls into question. That consent judgment:

- Foreclosed the residents' ability to hold a **referendum** on the rezoning;
- Committed the Township to terms with significant fiscal, environmental, and land-use consequences;
- Was the subject of a legal challenge filed by resident Kathryn Haushalter in **December 2025**, alleging potential Open Meetings Act violations;
- Has been the basis for subsequent zoning actions by the Township Board, including the January 14, 2026

rezoning vote and the January 29, 2026 reversal; and

- Is the **legal foundation** upon which DTE Electric Company’s special contracts (MPSC Case No. U-21990) to deliver 1.4 gigawatts of electricity to the data center now depend—contracts that affect the rates paid by **every one of DTE’s approximately 2.3 million customers** across southeastern Michigan.

This is not merely a local land-use matter. The MPSC conditionally approved DTE’s special contracts to supply 1,383 MW to the data center—a load the Attorney General has argued would increase DTE’s forecasted bundled sales by more than 25% (Case No. U-21990, Dec. 18, 2025).¹ Attorney General Nessel has moved to reopen that approval, describing the contracts as “simply too consequential for the future of energy affordability in Michigan to keep granting fast-track secret review and approvals.”² Without a valid consent judgment, there is no rezoned land, no site, and no basis for those contracts. The agreement’s legitimacy is a matter of direct concern to every DTE ratepayer, to the Attorney General’s proceedings, and to the Commission’s regulatory determinations.

The public interest in disclosure is compelling:

- **Validity of the consent judgment as a binding contract.** A consent judgment, when properly formed, is a contract between the parties that is entered by the court. For the Township to be validly bound, basic requirements of contract formation must be satisfied: the person negotiating on behalf of the Township must have had authority to do so; the Township Board must have approved the specific terms; and the document must have been properly executed by persons authorized to bind the Township. The public record raises questions about each of these elements.

The record contains contradictory accounts of Attorney Landry’s authority. On **September 25, 2025**, reporter Brian Allnutt of *Planet Detroit* wrote that “Landry said he would represent the township on behalf of its insurer.”³ On **December 22, 2025**, reporter Jennifer Eberbach of *MLive* described Landry as “a defense attorney for the township’s insurance company” and reported that the Township’s insurance coverage for legal fees is \$500,000.⁴ Yet at a Township meeting on **February 4, 2026**, Attorney Landry appeared to contradict these accounts, indicating instead that Frederick Lucas—the Township’s regular attorney—whom he knew personally, had contacted him for advice. These accounts cannot all be true, and the discrepancy goes directly to whether Attorney Landry had authority to negotiate and bind the Township.

- **Execution process.** The consent judgment itself raises specific questions about its execution. The document’s session preamble—“At a session of said Court held in the City of Ann Arbor ...on _____, 2025. PRESENT: Honorable _____” —contains **blank date and judge fields**, suggesting the document may not have been entered at a formal court session. The attorney signature page shows that Frederick Lucas signed “/s/ **Frederick Lucas (w/permission)**,” indicating that someone other than Lucas affixed his electronic signature. The Township’s party signature page was executed by only **two** of the five Board members—Supervisor James C. Marion and Clerk Kelly L. Marion—with no signatures from the Treasurer, or either Trustee. Furthermore,

¹MPSC Order in Case No. U-21990, Dec. 18, 2025; MPSC Issue Brief, [https://www.michigan.gov/mpsc/-/media/Project/Websites/mpsc/consumer/info/briefs/Issue_Brief_U_21990_DTE_12_18_25-\(002\).pdf](https://www.michigan.gov/mpsc/-/media/Project/Websites/mpsc/consumer/info/briefs/Issue_Brief_U_21990_DTE_12_18_25-(002).pdf).

²Michigan Attorney General, “AG Nessel Files Motion to Reopen ‘Conditional Approval’ of DTE Data Center Contracts,” Feb. 5, 2026, <https://www.michigan.gov/ag/news/press-releases/2026/02/05/ag-nessel-files-motion-to-reopen>.

³Brian Allnutt, “Attorneys sketch out Saline Township’s options in data center fight,” *Planet Detroit*, Sept. 25, 2025, <https://planetdetroit.org/2025/09/saline-data-center-lawsuit/>.

⁴Jennifer Eberbach, “Michigan Township Defends Decision on OpenAI Data Center,” *MLive/GovTech*, Dec. 22, 2025, <https://www.govtech.com/products/michigan-township-defends-decision-on-openai-data-center>.

the caption lists Frederick Lucas with Michigan bar number P29074, but **omits David B. Landry's bar number** (P32055, per the State Bar of Michigan)—an irregularity in a court filing where attorneys are required to include their bar numbers.

Did the full Board vote to authorize the Supervisor and Clerk to execute the consent judgment on the Township's behalf? Were all five Board members presented with the final document before it was filed with the court? Who affixed the "(w/permission)" signature for Frederick Lucas, and when? Was the version filed with the court identical to the version the Board reviewed? A consent judgment executed by only two officials, without documented Board authorization, may not bind the Township as a matter of contract law, regardless of whether it was filed with the court.

- **Board authorization of specific terms.** All five Board members were present at the **October 1, 2025 Special Meeting**. The minutes record a 4–1 vote "to move forward with trying to settle the lawsuit"—a general authorization to pursue settlement, not approval of specific terms. The minutes contain **no roll call**: the vote is recorded only as "Ayes 4 Nays 1," without identifying how any individual member voted. More concerning, the minutes' own sequencing places this vote **between the motion to enter closed session and the motion to reopen the meeting to the public**—raising the question of whether the vote was taken in closed session, which would violate the Open Meetings Act's requirement that "[a]ll decisions of a public body shall be made at a meeting open to the public" (MCL 15.263(2)). The minutes also reflect **no roll call vote to enter closed session and no stated purpose** for the closed session. MCL 15.267(1) requires both: "A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session," and "[t]he roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken." Closed sessions to consult with counsel regarding pending litigation are authorized under MCL 15.268(e)—but that subsection is **not** among the exceptions to the 2/3 roll call requirement, so a recorded roll call vote of at least four of five members was required. The minutes show only that "a MOTION was made by Mr. Hammond and supported by Mrs. Zink to enter into a closed meeting," with no recorded vote and no stated purpose. The minutes of the **October 15, 2025 Regular Meeting**—the same day the consent judgment was signed—record votes to approve the Industrial Development District resolution and terminate a PA 116 agreement (both required by the consent judgment), but **no vote to approve the consent judgment itself or to authorize the Supervisor and Clerk to execute it**. Treasurer Zink was absent from the October 15 meeting; only four of five Board members were present.

Under Michigan law, a township board—not its regular attorney acting unilaterally—authorizes the settlement of litigation and the execution of binding agreements. MCL 41.2(1)(a)–(b) vests these corporate powers in the township board, exercised at properly noticed meetings (MCL 41.72a). Paragraph 33 of the consent judgment contains a *self-certification* that "the individuals signing this Consent Judgment are fully authorized to execute this document and bind their respective parties"—but this representation is not a substitute for an actual board vote.

The Board's own prior practice confirms this. In **June 2023**, when settling the *Mooreville Road 10489, LLC v. Township of Saline* litigation (Washtenaw County Circuit Court, File No. 23-000728-CZ), the Board voted specifically "to authorize the Supervisor and Clerk to sign the consent judgment on behalf of the Township" (Ayes 3, Nays 1). In **October 2007**, when settling the Biltmore litigation, the Board voted "to approve the consent judgment as provided and authorize to execute" (Ayes 5, Nays 0, roll call). In both prior cases, the Board took an explicit vote to approve the specific consent judgment and authorize execution. No comparable vote appears in the minutes for the Related Digital consent judgment—the largest land-use settlement in the Township's history. A general authorization to "try to settle" on October 1 is not the same as approval of a 37-paragraph consent judgment with specific financial, zoning,

and tax-exemption terms signed fourteen days later. If the Board never voted to approve those specific terms, the agreement may have been *ultra vires*.

- **Insurance defense implications.** If the Township’s insurer did not assign Attorney Landry, the Township may have breached the cooperation and defense provisions of its liability policy, potentially voiding coverage and exposing Township taxpayers to uninsured liability. If the insurer *did* assign Attorney Landry, a different problem arises: the **conflict of interest inherent in the tripartite relationship** among insurer, insured, and defense counsel. Under Michigan law, defense counsel’s primary duty of loyalty runs to the insured, not the insurer.⁵ The Township Board voted 4–1 at its September 10, 2025 regular meeting to deny rezoning; the consent judgment surrendered that position entirely. If the insurer’s assigned counsel negotiated a settlement that served the insurer’s interest in capping defense costs while sacrificing the Township’s substantive position, that may constitute **insurer bad faith** under the standard set forth in *Commercial Union Ins. Co. v. Liberty Mutual Ins. Co.*, 426 Mich. 127 (1986), which holds that bad faith exists when an insurer “is motivated by selfish purpose or by a desire to protect its own interests at the expense of its insured’s interest.”⁶ Under such circumstances, the Township was entitled to **independent counsel** at the insurer’s expense, free from the insurer’s control over the defense and any settlement.
- **Democratic accountability.** Residents are entitled to know who authorized the attorney who negotiated the consent judgment that overrode a 4–1 board vote to deny rezoning, foreclosed a public referendum, and committed the Township to a binding agreement with a multi-billion-dollar development project.
- **Compressed timeline.** The consent judgment was signed on October 15, 2025 and required the Township to file an Industrial Facilities Tax exemption application by October 31—just sixteen days later. This compressed timeline limited the opportunity for public review or Board deliberation. Filing an IFEC application requires that an Industrial Development District (IDD) first be established, and MCL 207.554(4) requires certified mail notice to all property owners within the proposed district and a public hearing *before* the Board adopts the establishing resolution. The available Board minutes do not reflect compliance with these prerequisites.

Accordingly, I request that the Township process this request on an **expedited basis** and produce responsive records in the staged manner described below.

I. Stage I: Immediate Production (Minimal Burden)

The following categories of records should be readily available with **no significant search, review, or redaction burden**. These records exist in the Clerk’s official files, board meeting records, and structured filing systems. **I request production of Stage I records within five (5) business days.**

Attorney Retention and Authorization

- 1.1 Any and all **retainer agreements, engagement letters, or contracts for legal services** between the Township and David B. Landry, Landry, Mazzeo, Dembinski & Stevens, P.C., or any attorney or law firm engaged in connection with the Related Digital / Stargate data center litigation, from January 1, 2025 to present.
- 1.2 Any and all **retainer agreements, engagement letters, or contracts for legal services** between the Township

⁵ *Atlanta Int’l Ins. Co. v. Bell*, 438 Mich. 512, 475 N.W.2d 294 (1991); *Kirschner v. Process Design Assocs., Inc.*, 459 Mich. 587 (1999) (“[n]o attorney-client relationship exists between an insurance company and the attorney representing the insurance company’s insured”).

⁶ *Commercial Union Ins. Co. v. Liberty Mutual Ins. Co.*, 426 Mich. 127, 393 N.W.2d 161 (1986). The *Commercial Union* twelve-factor test for evaluating insurer bad faith includes, *inter alia*: failure to keep the insured fully informed of developments affecting the insured’s interests (Factor 1); attempts to coerce or obtain an involuntary contribution from the insured (Factor 7); and disregarding the advice or recommendations of counsel (Factor 9). *See also* MCL 500.2026(1)(f) (defining as an unfair trade practice the failure “to attempt in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear”).

and Frederick Lucas, Lucas Law PC, Castleberry & Lucas, or any entity associated with the Township's regular legal counsel, from January 1, 2024 to present.

- 1.3 All **Township Board resolutions, motions, or minutes** reflecting authorization to retain, engage, or direct any attorney in connection with the Related Digital lawsuit or the consent judgment negotiation, from June 1, 2025 to present.
- 1.4 All **Township Board resolutions, motions, or minutes** reflecting authorization to enter into the consent judgment with Related Digital and affiliated landowners.
- 1.5 Any **roll-call votes** taken to enter closed session for the purpose of discussing the Related Digital lawsuit, attorney retention, or settlement negotiations, including the stated purpose for each closed session under the Open Meetings Act (MCL 15.268). The minutes of the October 1, 2025 Special Meeting record a motion to enter closed session but reflect **neither a roll call vote nor a stated purpose**—both required by MCL 15.267(1). I request records confirming whether a 2/3 roll call vote was taken, whether the purpose was stated on the record, and whether **closed session minutes** were prepared and retained by the Clerk as required by MCL 15.267(2).
- 1.6 Any **audio or video recordings** of Township Board or Planning Commission meetings from June 1, 2025 to present at which the Related Digital lawsuit, consent judgment, or settlement was discussed—including both open and closed session portions, to the extent such recordings exist.

Consent Judgment Execution Records

- 1.7 A complete copy of the **fully executed consent judgment** as filed with the Washtenaw County Circuit Court, including all signature pages, exhibits, and attachments—and specifically including a copy in which the blank session-date and presiding-judge fields in the preamble (“At a session of said Court held ...on _____, 2025. PRESENT: Honorable _____”) have been completed, if any such copy exists.
- 1.8 All records reflecting the **date, method, and circumstances of execution** of the consent judgment by or on behalf of the Township—including whether the document was executed by wet-ink signature, electronic or digital signature, or in counterparts; the identity of each person who executed the document on the Township's behalf; and the date on which each signature was affixed. I specifically request records explaining the notation “/s/ **Frederick Lucas (w/permission)**” on the attorney signature page: who affixed this electronic signature on Attorney Lucas's behalf, when, and under what authorization.
- 1.9 All records reflecting whether the **final version of the consent judgment was presented to all five Board members** before execution or filing, including any cover memorandum, email, or other transmittal providing the final document to Board members for review. I note that the consent judgment was executed by only the Supervisor (James C. Marion) and Clerk (Kelly L. Marion); I request records showing whether Treasurer Jennifer M. Zink and Trustees Dean R. Marion and Tom P. Hammond were provided the final document and given the opportunity to review it before execution.
- 1.10 Any **Township Board resolution, motion, or vote** specifically authorizing the Supervisor and Clerk to execute and file the consent judgment on behalf of the Township, as distinct from the October 1, 2025 general vote “to move forward with trying to settle the lawsuit.” The October 15, 2025 Regular Meeting minutes—the same day the consent judgment was signed—record no such vote. Under MCL 41.2(1)(a)–(b), the corporate powers of a township are exercised by the township board; a consent judgment that reverses a 4–1 board vote to deny rezoning requires specific board authorization, not merely the signatures of two individual officers acting on a general settlement mandate.

Insurance Records

- 1.11** Any **notice of claim, reservation of rights letter, or coverage correspondence** between the Township and its liability insurance carrier, agent, or broker—including but not limited to **Burnham & Flower Insurance Group** (now a subsidiary of **Acrisure, LLC**), any underwriting carrier whose policies are placed through Burnham & Flower or Acrisure, the Michigan Township Participating Plan, or any other insurer, agent, or intermediary—relating to the Related Digital lawsuit, from June 1, 2025 to present.
- Note:* Burnham & Flower (now part of **Acrisure, LLC**) has been the Township’s insurance provider since at least 2009. The Township’s legal defense coverage is \$500,000 (Clerk Marion, *MLive*, Dec. 22, 2025).
- 1.12** Any **assignment letter, panel counsel designation, or defense counsel appointment** from the Township’s insurer, from Burnham & Flower / Acrisure, or from any underwriting carrier, designating or assigning an attorney to defend the Township in the Related Digital litigation.
- 1.13** Any correspondence between the Township and its insurer, Burnham & Flower, Acrisure, or any underwriting carrier regarding the **selection, retention, or authorization** of David B. Landry or any other attorney in connection with this litigation.
- 1.14** Any communication from the Township’s insurer, Burnham & Flower, Acrisure, or any underwriting carrier **directing, recommending, approving, or authorizing the settlement** of the Related Digital litigation or the specific terms of the consent judgment—or any communication reflecting the insurer’s position on whether to settle or continue defending the lawsuit.
- 1.15** The Township’s **liability insurance policies** (including declarations pages, coverage forms, and all endorsements) for the following policy periods:
- **December 1, 2024 – November 30, 2025:** the policy in force at the time the Related Digital lawsuit was filed (September 2025) and when Attorney Landry was engaged;
 - **December 1, 2025 – November 30, 2026:** the current policy.

I specifically request the provisions identifying: (a) the underwriting carrier (as distinct from the agent or broker); (b) the scope of coverage for zoning litigation and land-use claims; (c) the \$500,000 legal defense coverage limit publicly confirmed by the Clerk; (d) any provisions governing the insurer’s right to control the defense or select defense counsel; and (e) any cooperation clauses requiring the insured to obtain the carrier’s consent before retaining independent counsel.

- 1.16** Any correspondence regarding whether the Township’s \$500,000 legal defense coverage limit **has been or may be exhausted** as a result of the Related Digital litigation, and any notification to the Township regarding the status of remaining coverage.

Industrial Facilities Tax Exemption Records

- 1.17** All records relating to the **preparation and filing of the Industrial Facilities Exemption Certificate (IFEC) application** (Form 1012) attached to the consent judgment as Exhibit D, including any correspondence regarding the October 31, 2025 filing deadline and the preparation of the application.
- 1.18** All records relating to the **establishment of an Industrial Development District (IDD)** for the data center site, including: (a) the Board resolution establishing the IDD; (b) any **certified mail notices** sent to property owners within the proposed district as required by MCL 207.554(4); (c) any **public hearing notice, agenda, and minutes** for a hearing on the IDD establishment; and (d) any written findings and determination by the Board as required by statute.

Board and Commission Records

- 1.19** All **Township Board of Trustees meeting agendas, packets, and approved minutes** from June 1, 2025 through the date of this request that reference, mention, or relate to any of the following: “Related Digital,” “Stargate,” “data center,” “Landry,” “consent judgment,” “settlement,” “rezoning,” “insurance,” “defense counsel,” or “lawsuit.”
- 1.20** All **Planning Commission meeting agendas, packets, and approved minutes** for the same date range containing the same search terms.
- 1.21** Any **written opinions or memoranda** from any attorney (Landry, Lucas, or otherwise) to the Township Board regarding the Related Digital lawsuit, settlement options, consent judgment terms, or zoning implications.

Basis for minimal burden: All Stage 1 records—retainer agreements, engagement letters, board minutes, the executed consent judgment, signature pages, and insurance correspondence—are maintained in the Clerk’s files, the Supervisor’s office, or structured filing systems. No attorney review or privilege determination is required for the fact of retention, the identity of the retaining party, the manner of execution, or the insurer’s role—these are administrative and governance facts, not privileged legal advice.

2. Stage 2: Comprehensive Production

The following categories may require broader search and review. I acknowledge that these requests may require additional time and request production within **fifteen (15) business days**, or within such additional time as is reasonably necessary, provided the Township issues a timely response under MCL 15.235 and provides a good-faith estimate of the production timeline.

Electronic Communications

- 2.1** All **emails** (including attachments) sent to, received from, or copying any email address associated with David B. Landry, Landry Mazzeo Dembinski & Stevens P.C. (“lmdlaw.com”), the Township’s liability insurance carrier, agent, or broker (including any domain associated with **Burnham & Flower, Acrisure**, or the Michigan Township Participating Plan)—sent or received by any of the following Township officials, from January 1, 2025 to present:
- Township Supervisor (James C. Marion)
 - Township Clerk (Kelly L. Marion)
 - Township Treasurer (Jennifer M. Zink)
 - Trustee Dean R. Marion
 - Trustee Tom P. Hammond
 - Township Attorney Frederick Lucas (or any address associated with Castleberry & Lucas or “castleberrylucas.com”)
- 2.2** All **emails** sent or received by the above officials containing the search terms “Landry,” “insurance defense,” “independent counsel,” “Burnham,” “Acrisure,” “consent judgment,” or “settlement” in the subject line or body, from January 1, 2025 to present. This request is intended to capture internal discussions *about* these subjects among Township officials, beyond the direct correspondence captured by the preceding item.
- 2.3** All **text messages, SMS messages, or other instant messages** on Township-issued or personal devices used for Township business, between any Township official and David B. Landry, any representative of Landry Mazzeo Dembinski & Stevens P.C., Frederick Lucas, any representative of Related Digital, or any representative of the Township’s insurance carrier (including Burnham & Flower and Acrisure),

from January 1, 2025 to present. Officials should be directed to **export complete text threads as PDF files or sequential screenshots**, rather than summarizing or paraphrasing, to ensure the integrity and completeness of the record. *Note: Under Michigan FOIA, officials who use personal devices or personal accounts for government business must produce work-related communications on the same basis as government-system messages. See MCL 15.232(i), (l); see also AG FOIA Handbook (January 2023).*

Financial Records

- 2.4 All records reflecting **payments, invoices, or billing statements** from David B. Landry, Landry Mazzeo Dembinski & Stevens P.C., Frederick Lucas, Lucas Law PC, Castleberry & Lucas, or any other attorney or law firm, for legal services related to the Related Digital lawsuit or consent judgment, from January 1, 2025 to present.
- 2.5 All records reflecting **payments from or reimbursements by** the Township's insurance carrier, Burnham & Flower, Acrisure, or any underwriting carrier for legal fees, settlement costs, or defense-related expenses in the Related Digital matter.
- 2.6 All records reflecting the **source of funds** used to pay Attorney Landry's fees and costs—specifically, whether payments were made from the Township's general fund, from insurance proceeds, or from any other source.
- 2.7 All **board-approved budgets, appropriations, or expenditure authorizations** for legal services related to the data center litigation.

Settlement and Consent Judgment Records

- 2.8 All **drafts of the consent judgment** exchanged between the parties or their attorneys, to the extent not protected by attorney-client privilege (noting that documents shared with opposing counsel are not privileged). I specifically request drafts sufficient to show the evolution of the agreement's terms, including any provisions that were proposed, modified, or removed during negotiation.
- 2.9 All correspondence between the Township (or its attorneys) and **Related Digital's counsel** regarding settlement terms, consent judgment language, or post-judgment compliance.
- 2.10 All correspondence between the Township's **insurer, Burnham & Flower, Acrisure, or any underwriting carrier** and Attorney Landry, Attorney Lucas, or any other attorney representing the Township, regarding settlement strategy, the decision to settle, the terms of the consent judgment, or authorization to execute the consent judgment on the Township's behalf. This request encompasses communications in which the insurer directed, encouraged, or approved the settlement or any specific term thereof.
- 2.11 Any **communications from residents or members of the public** to the Township Board regarding the consent judgment, settlement, or attorney representation, and all Township responses thereto, from September 1, 2025 to present.

Intergovernmental and Third-Party Communications

- 2.12 All correspondence between the Township and the **Washtenaw County Circuit Court** regarding the Related Digital lawsuit or consent judgment.
- 2.13 All correspondence between the Township and **Washtenaw County, the State of Michigan** (including the Governor's office, MEDC, EGLE, or MPSC), or any other governmental entity regarding the Stargate data center project, from June 1, 2025 to present.
- 2.14 All correspondence between the Township and **Oracle Corporation, OpenAI, Inc.**, or any entity associated with the Stargate project, from January 1, 2025 to present.

Insurance History

- 2.15 Any records reflecting the **addition, modification, or scope of zoning-related coverage** on the Township's liability insurance policy, including the zoning coverage addition approved at the November 14, 2011 Board meeting and any subsequent modifications to zoning or land-use coverage, from January 1, 2011 to present.
- 2.16 All **insurance premium invoices, billing statements, and payment records** to Burnham & Flower, Acrisure, or any insurance carrier from January 1, 2020 to present, reflecting the Township's annual liability insurance costs.

3. Format, Delivery, and Fee Provisions

1. **Format.** I request all responsive records in **native electronic format** (.eml, .msg, .pdf, .docx, .xlsx, .pptx, etc.) to the extent they exist electronically. For records that exist only in paper form, I request PDF scans. For all electronic records (emails, Word documents, spreadsheets, and PDFs), I request that **file metadata be preserved and produced**, including but not limited to: Created Date, Last Modified Date, Author, and Last Modified By fields. Records should not be printed and re-scanned if native electronic versions exist, as this would destroy metadata.
2. **Delivery.** I request delivery via **email** to mike@aleainstitute.ai to minimize reproduction costs. If the volume exceeds email capacity, I will accept delivery on USB drive or via a file transfer link.
3. **Fee Ceiling and Deposit.** Please provide a detailed itemization pursuant to MCL 15.234(4) if the estimated cost exceeds \$50.00, and I will pay any required deposit (up to 50% per Procedures §5.c) and reasonable fees consistent with statutory limitations.
4. **Fee Waiver Request.** Pursuant to MCL 15.234, I request a **full or partial fee waiver** on the grounds that disclosure primarily benefits the general public. The consent judgment is the legal predicate for DTE's special contracts (MPSC Case No. U-21990) to deliver 1,383 MW to the data center—contracts affecting **every one of DTE's approximately 2.3 million customers**. Attorney General Nessel has moved to reopen the Commission's conditional approval, warning that existing ratepayers may be forced to subsidize the data center's costs. DTE operates within the **Midcontinent Independent System Operator (MISO)**, which coordinates wholesale electricity markets across fifteen U.S. states; under MISO's cost allocation framework, transmission upgrades to serve a 1.4 GW load will be borne by ratepayers across the region. Whether the consent judgment is valid therefore affects **millions of ratepayers across a fifteen-state region**, and a fee waiver is warranted.
5. **Fee Compliance.** Labor costs must be calculated consistent with MCL 15.234(1)–(2) (lowest-paid employee, 15-minute increments, fringe benefits ≤50%). Under the Township's Procedures §3.f, search and review fees apply only where failure to charge would result in "unreasonably high costs." The Stage 1 records are maintained in the Clerk's files and structured filing systems; I expect no search or review fees for Stage 1 production.
6. **Late-Response Fee Reduction.** Should the Township fail to respond within the statutory timeframe, I will assert the mandatory fee reduction of 5% per day of delay, up to a maximum 50% reduction, as provided by MCL 15.234(9).

4. Legal Framework and Obligations

I respectfully remind the Township of the following legal obligations:

1. **Response Deadline.** The Township must respond within **five (5) business days** of receipt, or within fifteen (15) business days if a single ten-day extension is properly noticed (MCL 15.235(2)). An electronic submission is deemed received one business day after transmission.

2. **Denial Requirements.** Any denial must be in writing, cite specific statutory exemptions under MCL 15.243, and inform the requestor of appeal rights (MCL 15.235(5)). If a record contains both exempt and non-exempt information, the Township must separate and produce the non-exempt portion (MCL 15.244).
3. **Privilege Log.** For any record withheld under MCL 15.243(1)(g) or any other exemption, I request a privilege log identifying each withheld record by date, author and recipient(s), general subject matter, and the specific exemption claimed. I note that the *fact* of an attorney's retention, the *identity* of the retaining party, the *source of payment* for legal fees, and the *authorization* for an attorney to act are **not** privileged—these are administrative facts, not confidential legal advice.
4. **Failure to Respond.** Failure to respond within the statutory period constitutes a **final determination to deny** the request, entitling the requestor to seek immediate judicial review (MCL 15.235(3)).
5. **Penalties.** Arbitrary denial subjects the Township to civil fines and punitive damages (MCL 15.240(7)); willful noncompliance may result in fines of \$2,500–\$7,500 per occurrence (MCL 15.240b). A prevailing requestor is entitled to attorney fees and costs (MCL 15.240(6)).
6. **Personal Devices.** Records on personal devices or personal email accounts used to conduct Township business are public records subject to this request. The use of a personal device does not insulate official communications from FOIA. This is of particular relevance given that the Township uses a Gmail address (salinetownship@gmail.com) for official correspondence, and individual board members may conduct Township business via personal email or text message.
7. **Jurisdictional Note.** The Township's FOIA Summary incorrectly lists "Lenawee County Circuit Court" as the venue for FOIA appeals. Saline Township is in **Washtenaw County**; the correct venue is the 22nd Circuit Court, Washtenaw County (MCL 15.240(4)). The Lenawee County reference appears to be a template error from the Township's prior legal counsel, whose office is in Lenawee County.

5. Preservation Notice

This request also serves as a **litigation hold and preservation notice**. I request that the Township immediately take steps to **preserve all records** potentially responsive to this request, including but not limited to:

- Suspending automatic deletion policies for all potentially responsive electronic communications, including emails, text messages, backup data, and cloud storage; and
- Directing all Township officials—Supervisor James C. Marion, Clerk Kelly L. Marion, Treasurer Jennifer M. Zink, Trustee Dean R. Marion, and Trustee Tom P. Hammond—to preserve all responsive records on personal devices and accounts, including all communications with Attorney David B. Landry, Attorney Frederick Lucas, the Township's insurance carrier, and Related Digital or its counsel.

Spoliation of evidence after receipt of this preservation notice may give rise to adverse inference and independent sanctions in any subsequent litigation.

6. Conclusion

This request seeks to answer three related questions:

1. **Is the consent judgment a valid and enforceable contract?** Was the attorney who negotiated it authorized to bind the Township? Did the Board approve the specific terms? Was the document properly executed by authorized persons? The face of the consent judgment itself contains anomalies: blank session-date and presiding-judge fields in the preamble, a "(w/permission)" signature for one of the Township's attorneys, and execution by only two of five Board members (the Supervisor and Clerk, without the Treasurer or either Trustee). The public record contains contradictory accounts of Attorney Landry's authority

and no public record of whether the Board voted to authorize execution.

2. **What role did the Township's insurer play?** Did the insurer assign defense counsel, or was counsel informally recruited outside the insurance relationship? Did the insurer direct or approve the settlement terms? Did the insurer's financial interest in capping defense costs drive a settlement that sacrificed the Township's substantive position—a position the Board had affirmed by a 4–1 vote to deny rezoning?
3. **Were the Township's interests protected?** The Board voted 4–1 to deny rezoning. The consent judgment surrendered that position entirely, authorizing a multi-billion-dollar data center on 575 acres of farmland and foreclosing a public referendum. The public is entitled to know whether this outcome resulted from a deliberate decision by the Township's elected officials—or from a process in which defense counsel, the insurer, or both pursued interests other than the Township's.

If the records confirm that Attorney Landry was properly assigned, the Board approved the specific terms, and the consent judgment was duly executed, this request will have served its purpose by establishing that fact on the public record. If they do not, the consequences extend to every DTE ratepayer in Michigan, to the Attorney General's ongoing proceedings, and to the Commission's regulatory determinations that depend on the consent judgment's validity.

I have structured this request to minimize burden on Township staff while ensuring comprehensive disclosure of records that go to the heart of the Township's governance during the most consequential land-use decision in its history.

I look forward to your timely response.

Respectfully submitted,

Michael J. Bommarito II

President, Institute for the Advancement of Legal and Ethical AI
2843 East Grand River Avenue, #115, East Lansing, Michigan 48823
mike@aleainstitute.ai

Enclosures: None.

Filing:

1. Email to salinetownship@gmail.com
2. Physical delivery to the Clerk's office (4254 Arkona Road, Saline, MI 48176)

Copies retained.