

STATE OF MICHIGAN  
IN THE 17th CIRCUIT COURT FOR THE COUNTY OF KENT

DONNA BRANDENBURG,

Plaintiff, Pro Se

v.

BYRON TOWNSHIP,

Defendant.

Donna Brandenburg  
Pro Se  
6842 Byron Shores Ct  
Byron Center, MI 49315-8045  
(616) 430-4410

**Rec'd & Filed**

SEP 03 2025

KENT COUNTY  
CIRCUIT COURT

Case No. 25-20557-CK

Honorable Christina Mims

**PLAINTIFF'S REPLY TO  
DEFENDANT'S RESPONSE TO  
MOTION FOR PRELIMINARY  
INJUNCTION**

Ross A. Leisman (P41923)  
Dominic T. Cololinger (P84705)  
Mika Meyers, PLC  
Attorneys for Defendant  
900 Monroe Avenue, N.W.  
Grand Rapids, MI 49503  
(616) 632-8000  
[rleisman@mikameyers.com](mailto:rleisman@mikameyers.com)  
[dcololinger@mikameyers.com](mailto:dcololinger@mikameyers.com)

Plaintiff Donna Brandenburg, Pro Se, pursuant to MCR 2.119(A)(2)(b), submits this Reply to Defendant Byron Township's Response to Plaintiff's Motion for Preliminary Injunction and Byron Township's Answer to Complaint, Defenses and Affirmative Defenses and Reservation of Same ("Response"). This Reply addresses Defendant's arguments, incorporates admissions in Exhibit 5, rebuts claims of Plaintiff's lack of authority, and highlights violations of EGLE Permit WRP044398 v1.0, reaffirming the need for injunctive relief under MCR 3.310 and MCL 324.30316. Plaintiff incorporates by reference all allegations, exhibits, and authorities from the Amended Complaint and Motion filed August 22, 2025 (Appendix A: Original Complaint), and references Defendant's Response Brief (Appendix B: Defendant's Response Brief) and Byron Township's Answer to Complaint,

Defenses and Affirmative Defenses and Reservation of Same (Appendix C: Byron Township's Answer to Complaint, Defenses and Affirmative Defenses and Reservation of Same).

## 1. INTRODUCTION

Defendant's Response fails to rebut Plaintiff's claims and admits: (a) EGLE Permit WRP044398 v1.0 (Approved 04/21/2025, Expires 04/21/2030) limits withdrawal to 1000 gpm at 30 feet (Exhibit 5, 19 Feb. EGLE email), yet Defendant pumps at 2000gpm per pump below 30 feet; (b) multiple pumps produce ~1 million gallons/hour (24 million gallons/day), far exceeding the permitted rate; (c) Exhibit 1 lacks cost details, undermining Defendant's expense claims; (d) the township board's refusal to hear complaints violates due process; and (e) Defendant's claim that "EGLE did not require a mitigation plan" is misleading, as their permit request cited <0.1 acres of wetland impact to avoid mitigation, yet ongoing activities contribute to ~85% wetland loss without mitigation, violating MCL 324.30304. Defendant's actions impact the Rush Creek watershed and glacial aquifer, causing contamination risks, sink holes, habitat loss, and well depletion, severely disrupting two families with special needs members and octogenarians who relocated due to well failure (Exhibit J: Neighbors' Affidavits). These violations cause irreparable harm to Plaintiff's property and the watershed, with ~708 million gallons drained as of August 26, 2025 (24 million gallons/day). See Dept of Environmental Quality v. Gomez, 318 Mich. App. 1, 33 (2016).

It should be noted by the court that the plaintiff does not seek to prevent the community sewer and water system but rather the route chosen violates her constitutional rights and creates irreparable harm to the community and adjacent communities. Because she was the first affected by the township's failure to protect her property rights, she is merely the first in what is rapidly becoming a community health crisis.

## 2. ARGUMENT

### 2.1 Plaintiff Has Standing and Jurisdiction Is Proper

Defendant's claim that Plaintiff lacks authority is meritless. As an adjacent property owner (Exhibit I), Plaintiff suffers concrete injury from aquifer depletion rendering her well inoperable (Exhibit E). MCL 324.30316(4) grants standing to "any person" for wetland violations. See Gomez, 318 Mich. App. at 33; Nat'l Wildlife Fed'n v. Cleveland Cliffs Iron Co., 471 Mich. 608, 629 (2004). Plaintiff's role as upland wetland custodian and owner of Schmid Pipeline and Brandenburg Drainage enhances her ability to identify violations. The board's refusal to hear complaints violates due process, solidifying standing under Lujan v. Defenders of Wildlife, 504 U.S. 555 (1992). Jurisdiction is proper under MCL 324.30316(1) for NREPA violations, and constitutional claims invoke equity powers. See Bundo v. City of Walled Lake, 395 Mich. 679, 695 (1976).

### 2.2 Likelihood of Success on the Merits

Defendant admits to exceeding EGLE Permit WRP044398 v1.0's limits (1000 gpm, 30 feet) by pumping at 2000 gpm per pump below 30 feet, producing 24 million gallons/day, violating MCL 324.30304 and MCL 324.32723. Condition 4 prohibits unauthorized work, yet Defendant's unmitigated expansion on wetlands (shrunken~85%) and watershed impacts contravene this. Their claim of <0.1 acres impact to avoid mitigation is misleading given cumulative harm. Plaintiff's expertise underscores these violations. See Dep't of Environmental Quality v. Rhodes, 2024 WL 1172718 (Mich. Ct. App. Mar. 21, 2024). Constitutional claims include due process violations (Mathews v. Eldridge, 424 U.S. 319, 333 (1976)), substantive due process risks (Guertin v. State of Michigan, 912 F.3d 907,

924 (6th Cir. 2019)), and regulatory takings (Penn Central Transp. Co. v. New York City, 438 U.S. 104, 124 (1978); K & K Constr., Inc. v. Dep’t of Environmental Quality, 267 Mich. App. 523, 559 (2005)). Mich. Const. 1963, Art. IV, § 52 mandates protection, enforceable via injunction. State Highway Comm’n v. Vanderkloot, 392 Mich. 159, 179 (1974).

### **2.3 Irreparable Harm**

Aquifer depletion (Exhibit E) and wetland loss (Exhibits G, H) are permanent. K & K Constr., 267 Mich. App. at 559. Defendant’s excessive pumping (2000 gpm/pump) renders Plaintiff’s well inoperable and disrupts two families with special needs members and octogenarians, requiring relocation (Exhibit J). Watershed and aquifer impacts (contamination, sinkholes, habitat loss, well depletion) amplify harm. Constitutional violations presume irreparable harm. Melrose v. Nationwide Mutual Insurance Co., No. 352843 (Mich. Ct. App. 2020).

### **2.4 Balance of Harms and Public Interest**

Halting unpermitted activity imposes minimal burden, while continuation risks irreversible loss to Plaintiff’s property, wetlands, the Rush Creek watershed, and vulnerable residents (Exhibit J). Public interest aligns with NREPA and Art. IV, § 52, given statewide wetland losses (28-35%). Gomez, 318 Mich. App. at 35. Plaintiff’s expertise supports halting non-compliant actions.

## **3. CONCLUSION**

Defendant’s admissions and violations of EGLE Permit WRP044398 v1.0 confirm unauthorized pumping and unmitigated wetland expansion, harming the Rush Creek watershed, glacial aquifer, and vulnerable residents (Exhibit J). Injunctive factors favor Plaintiff.

WHEREFORE, Plaintiff requests the Court deny Defendant's arguments, grant the preliminary injunction, award costs per MCL 324.30316(5), and provide equitable relief.

Respectfully submitted, September 3 2025.

/s/ Donna Brandenburg

Donna Brandenburg, Pro Se

6842 Byron Shores CT

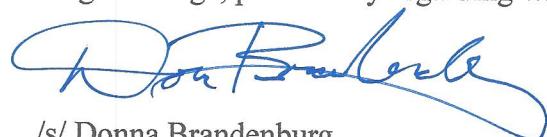
Byron Center, MI 49315

(616) 430-4410

contact@donna4mi.com

#### VERIFICATION

I, Donna Brandenburg, declare under penalty of perjury that the foregoing is true and correct based on my knowledge, exhibits (including Exhibit J), Defendant's admissions, permit request details, and expertise as owner of Schmid Pipeline and Brandenburg Drainage, particularly regarding watershed, aquifer, and community impacts.

 9-3-2025

/s/ Donna Brandenburg

Date: September 3, 2025



ROSMERY VILLAR  
NOTARY PUBLIC - MICHIGAN  
KENT COUNTY  
MY COMMISSION EXPIRES 02/20/2028  
ACTING IN Kent COUNTY

## LIST OF EXHIBITS

- Exhibit 1: Defendant's Exhibit 1 (Referenced in Response)
- Exhibit 5: Defendant's Exhibit 5 (19 February EGLE Email)
- Exhibit E: Well Survey Water Table Dropped
- Exhibit G: Wetland Loss Documentation (Part 1)
- Exhibit H: Wetland Loss Documentation (Part 2)
- Exhibit I: Property Outline
- Exhibit J: Neighbors' Affidavits (Regarding Well Water Loss and Relocation of Families with Special Needs Members and Octogenarians)

## APPENDICES

- Appendix A: Original Complaint and Ex Parte TRO (Filed August 22, 2025)
- Appendix B: Defendant's Response Brief to Motion for Preliminary Injunction
- Appendix C: Byron Township's Answer to Complaint, Defenses and Affirmative Defenses and Reservation of Same

# Exhibit 1

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

DONNA BRANDENBURG,

Case No. 2025-20557-CK

Plaintiff,

Honorable Christina Mims

v

**AFFIDAVIT OF JEFF GRITTER**

BYRON TOWNSHIP,

Defendant.

---

Donna Brandenburg  
In pro per  
6842 Byron Shores Ct.  
Byron Center, MI 49315-8045  
(616) 430-4410

Ross A. Leisman (P41923)  
Dominic T. Cololinger (P84705)  
Mika Meyers PLC  
Attorneys for Defendant  
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Grand Rapids, MI 49503  
(616) 632-8000  
[rleisman@mikameyers.com](mailto:rleisman@mikameyers.com)  
[dcloolinger@mikameyers.com](mailto:dcloolinger@mikameyers.com)

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Jeff Gritter, being first duly sworn, deposes and states that he is a person of suitable age and discretion and if called to testify could testify to the following facts upon his own knowledge, and not on information and belief, except as otherwise stated herein:

1. I am a senior professional engineer and project manager at VK Civil, also known as Vriesman & Korhorn, which is a civil engineering firm specializing in private and public projects in the Midwest.
2. I have been an engineer for approximately 27 years.
3. I currently serve as one of Byron Township's (the "Township") engineers on the Northwest Byron Sanitary Sewer Extension project (the "Project").

## PROJECT BACKGROUND

4. Byron Township has been engaged in studying and planning for a sewer extension project for approximately 20 years. Construction relating to Phase 2 of the Project began in July of 2025.

5. The goal of Phase 2 is to extend the sanitary sewer created in Phase 1 of the project eastward from Ivanrest Avenue and 64th Street toward the Township's population center. See the map attached to Exhibit 2, of the Township's TRO Response Brief.

6. The purpose of the Project is to provide capacity relief to the Township's Goose Creek trunk sewer, which is nearing capacity due to the growth and density of the area.

7. In advance of Phase 2 of the Project, VK Civil and the Township obtained all necessary approvals for commencing construction of the sewer system extension and obtained all necessary easements and permissions from property owners.

## DEWATERING PROCESS

8. The Project requires constructing the sewer system at a depth of approximately 25 feet below the surface. To lay the sewer pipe at the specified grade, dry conditions are needed.

9. The water table in the vicinity of the Project, however, is at a depth above 25 feet. As a result, dewatering must occur in order for the installation of the sewer line to proceed.

10. To establish dry conditions for the installation process, contractors need to remove groundwater to a depth approximately 2 feet below the elevation of the sewer pipe. In this instance, groundwater must be removed to a depth of approximately 27 feet.

11. Dewatering is a process by which the groundwater is removed to a certain depth and pumped to another location (oftentimes the adjacent drain, where it will have the ability to recharge the groundwater). **The dewatering process is temporary.** Once the dewatering process is completed, groundwater levels often return to normal or near-normal levels.

12. Two different types of dewatering wells are being utilized for this Project: PVC dewatering wells and Kelly Wells.

13. PVC dewatering wells are placed at a depth of 27 feet. A pump is connected to the well above grade.

14. Kelly Wells are steel casings that are dug into the ground. The Kelly wells are 40 feet in length. However, they are placed at a depth of 35 to 37 feet below the surface, with the top of the casing sticking above the ground by 3 to 5 feet. A submersible pump is dropped into the casing to a depth of 30 to 32 feet. This pump removes water that enters the casing. The depth of the pump does not equate to the water table being lowered to that depth. As stated above, a contractor is only seeking to remove water to a depth of approximately 2 feet below the elevation of the sewer pipe installation.

15. On occasion, dewatering can create issues with local wells. These issues, however, are almost always temporary. This is, however, a fact-intensive inquiry and depends on the particular well, whether the well is up to code, and groundwater hydrology.

16. Generally, the dewatering process is very expensive, and contractors only remove the amount of water absolutely necessary.

17. Anticipating that dewatering would have to occur during Phase 2 of this Project, VK Civil, on behalf of the Township, obtained Part 327 approvals from the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") to remove the applicable groundwater. See Exhibit 5 to the Township's TRO Response Brief, Part 327 Approval.

18. Removal of groundwater for the Project necessitated a permit from EGLE because the Township was required to dewater approximately 1,000 gallons per minute or 1.44 million gallons per day.

19. As stated in the Part 327 approval, the Township was permitted to remove 1,000 gallons of water per minute, 24 hours per day, 7 days a week as needed.
20. The Part 327 approval permitted a total annual withdrawal of 263,934,720 gallons.
21. Here, we estimate groundwater was temporarily removed to a depth of 27 feet and discharged into Knights Drain.
22. Donna Brandenburg ("Brandenburg") alleges the Township removed groundwater and lowered the water table to a depth of 40 feet. This is untrue. The depth of the well and pump do not equate to the level the water table will be lowered.
23. To the best of our knowledge, the Contractor has fully complied with the requirements of Part 327 and with the Part 327 approval letter.

#### **CONSTRUCTION ACTIVITIES IN WETLANDS**

24. Part 303 requires a permit to perform certain activities in a protected wetland area. See MCL 324.30304.
25. The Project requires extending the sewer into areas considered wetlands. As such, VK Civil, on behalf of the Township, obtained Part 301 and Part 303 (Part 303 is also referred to the Wetlands Protection Act ("WPA")) approvals prior to commencing Phase 2 of the Project. Those approvals are attached to the Township's Response Brief as Exhibit 3.
26. At all relevant times, the Contractor, to the knowledge of VK Civil, acting on behalf of the Township, complied with the restrictions listed on the permits.
27. The WPA, in certain instances, also requires a mitigation plan to be submitted to EGLE. See MCL 324.30311d.
28. A mitigation plan, however, was not created here because (i) the impact to the wetland areas is temporary and (ii) the impacted areas are to be restored once construction of the sewer is complete.

29. EGLE did not require a mitigation plan.

#### **DONNA BRANDENBURG ALLEGATIONS**

30. As the Township's engineer, I was asked to review allegations raised by Donna Brandenburg ("Brandenburg") in Case No. 20557-CK.

31. Brandenburg owns property located on the proposed line of Phase 3 of the Project.

32. Brandenburg accuses the Township of draining 264 million gallons of surface water to a depth of 40 feet at a rate of 24 million gallons per day.

33. Brandenburg does not explain, nor does VK Civil understand, the basis for the above numbers. The dewatering activities have a maximum annual withdrawal limit of 264 million gallons per year.

34. The Contractor is restricted in the amount of water it can remove by the Part 327 approval letter. The Part 303 approvals do not set such limitations.

35. Dewatering activities can pump water at a maximum rate of 1.44 million gallons per day in ideal conditions. The dewatering pumps are not continuously operated at maximum output as this is inefficient and is not cost effective. Rather, the dewatering pumps are operated as efficiently as possible to only dewater the groundwater to sufficient depths to allow for the sewer pipe to be constructed in dry conditions to meet the design requirements of the sewer pipe. The dewatering pumps are then deactivated and moved in a linear manner to allow for the sewer construction to advance along the planned route of the sewer project.

36. To the best of our knowledge, acting on behalf of the Township, the Contractor has complied with the EGLE permits and approvals at all relevant times.

37. Brandenburg informed VK Civil and the Township that the Project rendered her well inoperable.

38. In response, VK Civil attempted to evaluate her well and provide temporary water to her property until the issue could be resolved. She rejected this offer.

39. We also requested access to her property and her well so we could further ascertain the issues relating to her well. Again, Brandenburg initially required her presence or her sons presence and then refused our attempt to help stating that she was taking care of the well.

40. In an attempt to assist Brandenburg, we attempted to pull the property's well records from Kent County and from EGLE. However, at the time we looked, Kent County and EGLE did not have any record of a well on this property on file.

41. In support of her allegations, Brandenburg attaches an invoice from a well drilling company which states that a well located at 2930 64<sup>th</sup> St SW, Byron Center, Michigan "was working properly" but is no longer capable of producing efficient water due to the water table decreasing.

42. VK Civil could not find the records for this particular well in the County records or with EGLE. However, VK did discover that Brandenburg drilled an additional well on the property and that the old well is "still in use for non-drinking water purposes." See Exhibit 6 to the Township's TRO Response Brief.

43. VK Civil has received complaints from property owners in the area regarding Brandenburg, particularly relating to her trespassing on private property where the sewer extension is being installed.

#### **COST OF AN INJUNCTION**

44. If an injunction is entered in this case halting the Project, the monetary damages would be significant.

45. An injunction will likely force the project to be delayed, potentially forcing the Township to remediate the site during the period of the injunction. This may also cause permits to expire.

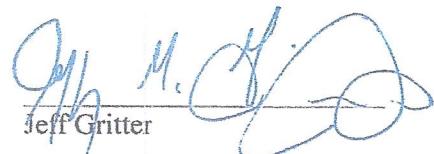
46. As a result, the Township would have to reapply for various approvals from state and local entities and push back the project timeline.

47. This becomes increasingly problematic as time passes, as the purpose of the project is to provide capacity relief to an adjacent sewer system, which is rapidly nearing its capacity.

Further Deponent sayeth not.

Dated: August 19, 2025.

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF KENT      )



Jeff Gritter

Subscribed and sworn to before me this 19 day of August, 2025, by Jeff Gritter.

Colin Finch  
Colin Finch, Notary Public  
Kent County, Michigan  
My Commission Expires: 4/23/2027  
Acting in the County of Kent

# Exhibit 5



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
GEOLOGIC RESOURCES MANAGEMENT DIVISION

**EGLE**  
PHILLIP D. ROOS  
DIRECTOR

February 19, 2025

VIA EMAIL

Barry Korhorn  
Byron-Gaines Utility Authority  
1381 84<sup>th</sup> Street SE  
Caledonia, Michigan 49316

Dear Barry Korhorn:

**SUBJECT:** Michigan Department of Environment, Great Lakes, and Energy (EGLE)  
Site-Specific Review (SSR) 9666-20252-50

This letter is in response to your request for an SSR for a large quantity water withdrawal located in Section 04 of Byron Township, Town 05N, Range 12W, Kent County. Under Part 327, Great Lakes Preservation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), all new large quantity withdrawals are prohibited from causing an adverse resource impact (ARI) to the surface waters of the state.

EGLE examined all reasonably available information and determined that the withdrawal is **not likely** to cause an ARI, and you are hereby authorized to proceed with making the withdrawal. The withdrawal has been verified a Zone B withdrawal in the Rush Creek watershed (ID 20937), which is classified as a cold transitional stream. Please be advised that this determination is a presumption contingent upon the withdrawal conditions specified below and may be rebutted by a preponderance of evidence that the withdrawal has caused, or is causing, an ARI.

Based on information provided through the Water Withdrawal Assessment Tool and staff discussions with the representative, the proposed withdrawal is registered with the following parameters:

Source:	Groundwater
<u>Location</u>	
Latitude:	42.847378°
Longitude:	-85.739281°
Capacity:	1000 gallons per minute
Pumping Frequency:	Intermittent
Months:	May – October
Days per Week:	7
Hours per Day:	24
Depth to the Top of the Screen Interval	30 feet

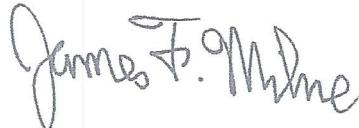
Barry Korhorn  
Page 2  
February 19, 2025

The registration number is Reg. 9666-20252-50; a copy of the registration receipt is enclosed. Please be aware that you, or your well driller, should contact your local environmental health department to obtain all necessary authorizations or permits prior to installing the dewatering well. You are advised to require your driller to inform you of any potential alterations to the construction of your well (e.g., well depth, screened interval, pump installation, or location). If the actual construction or operation characteristics for this withdrawal vary from what is registered, please contact Marian Maier, Water Use Assessment Unit, GRMD, at 517-331-2762 or [MaierM3@Michigan.gov](mailto:MaierM3@Michigan.gov), to obtain approval to proceed pursuant to Subsection 32706b(5) of Part 327. The withdrawal must be made operational by installing the pump within 18 months of the date on the registration receipt.

Please notify Marian Maier when this temporary construction dewatering project is complete so that EGLE can close the registration and adjust the total amount of available water in the Rush Creek watershed.

If you have any questions, please feel free to contact me at 517-285-3253 or [MilneJ@Michigan.gov](mailto:MilneJ@Michigan.gov).

Sincerely,



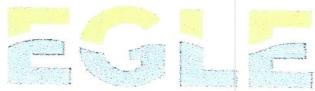
James F. Milne, Supervisor  
Water Use Assessment Unit  
Geologic Resources Management Division  
517-285-3253

Enclosure

cc/enc: Aaron Van Proyen, VK Civil  
cc: Kent County Health Department  
Kent County Conservation District  
Kent County Drain Commissioner  
Kent County Clerk  
Ottawa County Department of Public Health  
Ottawa County Conservation District  
Ottawa County Drain Commissioner  
Ottawa County Clerk  
Byron Township Clerk, Kent County  
Georgetown Township Clerk, Ottawa County  
Jamestown Township Clerk, Ottawa County  
City of Grandville, Kent County  
City of Wyoming, Kent County  
David Bradley, Ironwood Golf Course

Barry Korhorn  
Page 3  
February 19, 2025

Christine Byers, Whispering Springs III  
Heath De Winter, De Winters Inc  
Leroy DeVries, Henry Mast Greenhouses Inc  
Ryan Glunz, Sunnybrook Country Club  
Jeff Klaasen, Hidden Ridge Condominiums  
William McQuade, Zion Christian School  
Jeff Smith, Railside Golf Club  
Roger Victory, Victory Farms LLC  
Pete Warkema  
Heritage Christian Reform Church  
Baptist Church of Byron  
2nd Evan Ref Church  
Byron Center  
Church of Jesus Christ  
Abigail Eaton, MDARD  
Jay Wesley, DNR  
Audrie Kirk, EGLE  
Mike Worm, EGLE  
Marian Maier, EGLE  
Garrett Link, EGLE



## Registration Receipt

Registration ID: 9666-20252-50

Date Passed: 2/19/2025

Expiration Date: 8/19/2026

### IMPORTANT - PLEASE READ

This registration is only valid for the withdrawal characteristics listed below. Any changes MUST be authorized by modifying the registration before making the withdrawal. To modify this registration, rerun the Water Withdrawal Assessment Tool with the new characteristics and proceed as directed. This withdrawal registration will expire 18 months from the date authorized unless the proposed well is constructed and the pump installed as registered. In addition, the total annual withdrawal may not exceed the amount indicated.

### Contact Information

#### Property Owner Contact Information:

Name: Barry Korhorn  
Facility Name: Byron-Gaines Utility Authority  
Address: 1381 84<sup>th</sup> Street SE  
City: Caledonia  
State: MI  
Zip Code: 49316  
Phone: 616-971-0002  
e-mail: bd.korhorn@bgua.org

#### Representative Contact Information:

Name: Aaron Van Proyen  
Relationship to Owner: Engineer  
Address: 7885 Byron Center Avenue  
City: Byron Center  
State: MI  
Zip Code: 49315  
Phone: 616-277-2135  
e-mail: aaron@vkcivil.com

### Summary

Home Watershed:	20937
Zone:	B
Pumping Capacity (gpm):	1,000
Well Casing Depth (ft):	30
Withdrawal Source:	Groundwater
Aquifer Type:	Glacial
Pumping Frequency:	Intermittent
Hrs/Day:	24
Days/Week:	7
Months of Year:	May - October
Latitude:	42.847378°
Longitude:	-85.739281°
County:	Kent
Town Range Section:	T05N R12W Section 04 Byron Township
Location of Discharge:	Knights Drain/ Rush Creek
Purpose:	Dewatering

Total Annual Withdrawal (gallons): 263,934,720

# Exhibit E

Downing Well Drilling LLC  
727 Knoll Rd  
Portland, MI 48875-8776  
6163740955  
office@downingwelldrilling  
www.downingwelldrilling.com

Invoice 431-2386

BILL TO	SHIP TO	DATE 08/01/2025	PLEASE PAY \$0.00	DUE DATE 08/31/2025
Kyle maas 2930 64th St Byron center mi	Kyle maas 2930 64th St Byron center mi			

DESCRIPTION	QTY	RATE	AMOUNT
Well System was working properly but due to the water table decreasing the pump is no longer capable of producing efficient water for the house a new well drilled to a deeper aquifer is required	1	350.00	350.00T

Thank you for your business.

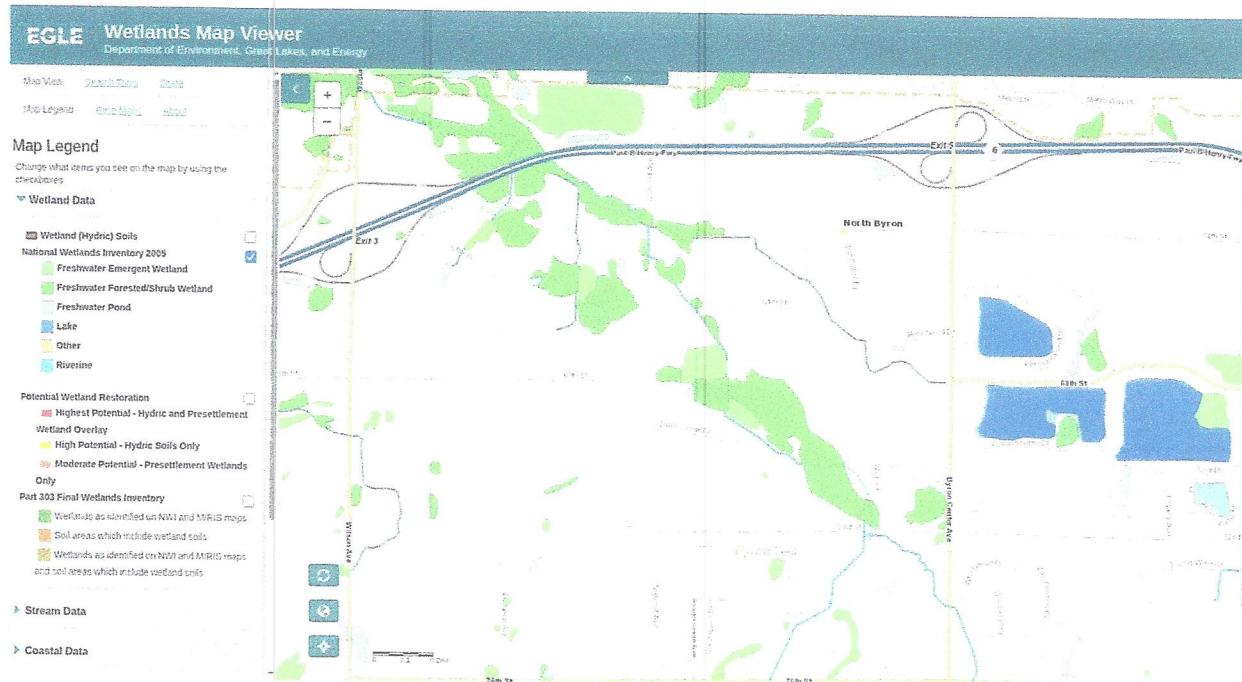
PAID	SUBTOTAL 350.00	
	TAX 21.00	
	<b>TOTAL 371.00</b>	
	PAYMENT 371.00	
		<b>TOTAL DUE \$0.00</b>

THANK YOU.

5% Late Fee will be added if payment not received by due date. We appreciate you supporting our business!

# Exhibit G

## EXHIBIT G: NATIONAL WETLANDS INVENTORY



# Exhibit H

## EXHIBIT H: PART 303 FINAL WETLANDS INVENTORY



# Exhibit I

**EXHIBIT I: DONNA BRANDENBURG PROPERTY MAP & WETLANDS**



# Exhibit J

## AFFIDAVIT

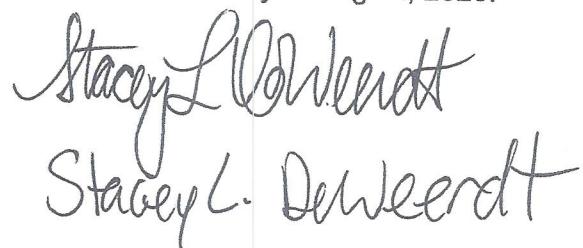
I, Stacey DeWeerd, of 7220 Homerich Avenue, Byron Center, Michigan, state as follows:

1. On Sunday, August 17, 2025, the water well serving my household stopped functioning.
2. On Monday, August 18, 2025, Kraai Well Drillers came to inspect the well. They worked throughout the day in an attempt to restore service, but ultimately determined that the well had run completely dry and that we would need to have a new well dug. Our well has never run dry before.
3. On Thursday, August 21, 2025, while waiting for the necessary permits, as well as the identification of underground gas lines and other utilities required before proceeding further, we learned that other wells in the nearby area had also recently gone dry.
4. During this same period, we also became aware that dewatering operations are being conducted less than two miles from our home in connection with city water and sewer installation for a large nearby development.
5. As a result of the dry well, our household was without water for over 24 hours. During this time, we relied on bottled water we happened to have on hand and used water from our swimming pool to flush toilets.
6. Knowing it would take some time before a new well could be dug, our neighbors allowed us to connect a garden hose from their well to our house on Monday night, backfeeding water so that we could take showers, wash accumulated dishes, and do limited laundry. This has placed an additional burden on their well and increased their electricity usage as we are still relying on this currently.
7. After contact with township officials and township engineers on Friday, August 22, 2025, the contractor responsible for the dewatering project provided our household with four cases of bottled water and has promised to arrange for bulk water delivery to be used for showering, laundry, and similar purposes. However, this solution is not a sustainable long-term alternative.
8. The dewatering project is currently scheduled to continue until November 15, 2025 per the township engineers. We have been told there is no certainty as to when or if our household's water supply will be restored. It could be in a week or two when the heaviest dewatering is complete or possibly not until the project is complete in November. It is also possible the water might not come back at all.

9. Soon we will receive a bill from Kraai well drillers for their day of work attempting to fix the well and ultimately determining the well was dry. Since it was dry, they did not hook the well back up believing that we would need a new one. They will need to return to re-prime and restore the well back to functionality when and if the ground water is restored. That will result in another bill for their work. None of these were planned expenses for our household and could potentially have been avoided had the township provided notification of potential risk to our ground water and well. We would have known to contact them for temporary solutions.
10. As a result of this situation, my household has experienced loss of ground water, inconvenience, reliance on neighbors, increased costs to our neighbors and to our household, and uncertainty about the future of our water access.

We affirm under penalty of perjury that the foregoing is true and correct to the best of our knowledge.

Dated this 25th day of August, 2025.

  
Stacey L. DeWeerd

  
Rachel Fennema  
Rachel Fennema, Notary Public  
My Commission Expires October 20, 2027  
State of Michigan, County of Allegan  
Acting in the County of Allegan

On this 25<sup>th</sup> day of August 2025, Stacey DeWeerd, <sup>who is known to me,</sup> appeared before me and signed this document.

  
Rachel Fennema

## AFFIDAVIT

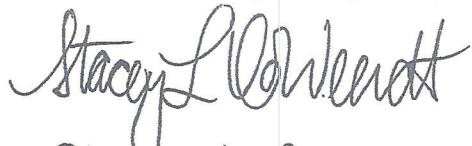
I, Stacey DeWeerdt, of 7220 Homerich Avenue, Byron Center, Michigan, state as follows:

1. On Sunday, August 17, 2025, the water well serving my household stopped functioning.
2. On Monday, August 18, 2025, Kraai Well Drillers came to inspect the well. They worked throughout the day in an attempt to restore service, but ultimately determined that the well had run completely dry and that we would need to have a new well dug. Our well has never run dry before.
3. On Thursday, August 21, 2025, while waiting for the necessary permits, as well as the identification of underground gas lines and other utilities required before proceeding further, we learned that other wells in the nearby area had also recently gone dry.
4. During this same period, we also became aware that dewatering operations are being conducted less than two miles from our home in connection with city water and sewer installation for a large nearby development.
5. As a result of the dry well, our household was without water for over 24 hours. During this time, we relied on bottled water we happened to have on hand and used water from our swimming pool to flush toilets.
6. Knowing it would take some time before a new well could be dug, our neighbors allowed us to connect a garden hose from their well to our house on Monday night, backfeeding water so that we could take showers, wash accumulated dishes, and do limited laundry. This has placed an additional burden on their well and increased their electricity usage as we are still relying on this currently.
7. After contact with township officials and township engineers on Friday, August 22, 2025, the contractor responsible for the dewatering project provided our household with four cases of bottled water and has promised to arrange for bulk water delivery to be used for showering, laundry, and similar purposes. However, this solution is not a sustainable long-term alternative.
8. The dewatering project is currently scheduled to continue until November 15, 2025 per the township engineers. We have been told there is no certainty as to when or if our household's water supply will be restored. It could be in a week or two when the heaviest dewatering is complete or possibly not until the project is complete in November. It is also possible the water might not come back at all.

9. Soon we will receive a bill from Kraai well drillers for their day of work attempting to fix the well and ultimately determining the well was dry. Since it was dry, they did not hook the well back up believing that we would need a new one. They will need to return to re-prime and restore the well back to functionality when and if the ground water is restored. That will result in another bill for their work. None of these were planned expenses for our household and could potentially have been avoided had the township provided notification of potential risk to our ground water and well. We would have known to contact them for temporary solutions.
10. As a result of this situation, my household has experienced loss of ground water, inconvenience, reliance on neighbors, increased costs to our neighbors and to our household, and uncertainty about the future of our water access.

We affirm under penalty of perjury that the foregoing is true and correct to the best of our knowledge.

Dated this 25th day of August, 2025.

  
Stacey L. DeWeerd



RACHEL FENNEMA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF ALLEGAN

My Commission Expires October 20, 2027  
Acting in the County of Allegan

Rachel Fennema, Notary Public  
State of Michigan, County of Allegan

On this 25<sup>th</sup> day of August 2025, Stacey DeWeerd, who is known to me, appeared before me and signed this document.

