

AGENDA  
BRIDGEWATER TOWNSHIP BOARD OF TRUSTEES  
Date April 7, 2016 7:00 p.m.

CALL TO ORDER / PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION

Public Comment: Any person shall be permitted to address a meeting of the Township Board.

Public comment shall be carried out in accordance with following board rules and procedures:

1. Comments shall be directed to the board, with questions directed to the chair.
2. Any person wishing to address the board shall state his or her name and address.
3. Persons may address the board on matters that are relevant to Township government issues.
4. No person shall be allowed to speak more than once on the same matter, excluding the time needed to answer board member's questions. The chair shall control the amount of time each person shall be allowed to speak.

APPROVE MINUTES: March 3, 2016 Regular Meeting, March 30, 2016 Special Meeting

REVIEW AND APPROVE AGENDA

PUBLIC-SAFETY REPORT

Washtenaw County Road Commission Annual Meeting REPORTS & CORRESPONDANCE

1. Treasurer's Report
2. Clerk's Report
3. Supervisor's Report
4. Trustees' Reports
5. Written Reports: Zoning Administrator Report, Assessor Report, Planning-Commission Minutes

REGULAR AGENDA

1. Financials, Approved Budgets, Disbursements
2. Synagro Materials Management Agreement, [Sledge Contract]
3. Western Washtenaw Recycling Authority Added Operating Fee for New Dwelling Units
4. 2015-2016 Audit
5. Bemis Rd Bridge Discussion
6. Washtenaw County Roads Discussion, Matching Funds
7. Townhall Message/Furniture

CITIZEN PARTICIPATION

ADJOURN

Upcoming Meetings and Events:

Township Planning Commission: April 11, 2016, Bridgewater Township Hall, 7:00 p.m.

Township Board of Trustees: May 5, 2016 2016 Bridgewater Township Hall, 7:00 p.m.

Southwest Washtenaw Council of Governments: TBA, 7:30 p.m.

**BRIDGEWATER TOWNSHIP  
BOARD OF TRUSTEES MEETING  
MINUTES OF MEETING  
THURSDAY, FEBRUARY 4, 2016**

**I. CALL TO ORDER**

The regular monthly meeting of the Bridgewater Township Board of Trustees was called to order by Supervisor Smith at 7:00 p.m. followed by the pledge of allegiance to the flag at Bridgewater Township Hall, 10990 Clinton Road, Manchester, MI.

Present: Supervisor Ronald Smith, Clerk Laurie Fromhart, Treasurer Michelle McQueer and Trustees David Faust and Geoffrey Oliver.

Attendance: 9

**II. CITIZEN PARTICIPATION**

Jack Ceo a private citizen spoke in favor of the 800 MHz emergency system millage renewal proposal and presented a brief background about how the system works and the services it provides.

Barb Fuller announced she is running for State Representative for the 52<sup>nd</sup> District. Fuller also provided information on the state's new road funding package and how the new road funding will be phased in over time.

Michigan State Trooper Hammond indicated she was present tonight to address any concerns or questions the Board or public may have regarding law enforcement activities in the Township.

**III. APPROVAL OF MINUTES**

**Smith moved to approve the January 7, 2016 meeting minutes as drafted. Faust seconded the motion which was adopted unanimously.**

**IV. REVIEW AND APPROVE AGENDA**

**Fromhart moved to amend the agenda to advance item VI.G before item VI. A. McQueer seconded the motion which was adopted unanimously.**

**Public Safety Report**

The Sheriff's Department submitted a written report to the Board on the law enforcement activities for the month of December 2015.

**V. REPORTS AND CORRESPONDANCE**

**A. Treasurer's Report**

McQueer submitted a written report to the Board.

**B. Clerk's Report**

Fromhart submitted a written report to the Board.

**C. Supervisor's Report**

No report.

#### **D. Trustees' Report**

Faust reported that Dale Vershum passed away and recommended that the Board send the family a card.

#### **E. Written Reports**

Board packets included reports from the Assessor, Zoning Administrator, and Planning Commission.

### **VI. PRIORITY BUSINESS**

#### **A. WATS Membership**

**Smith moved to approve \$200 payment to the Village of Manchester for the Township's contribution for the 2016 WATS membership. Faust seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.**

#### **B. Approve Disbursements from January 8, 2016 through February 4, 2016**

**Oliver moved to pay the monthly bills from the general and sewer funds in the total amount of \$32,152.10. Smith seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.**

#### **C. GS Materials Status/Input from Board for PC**

Smith reported the Township received GS Materials annual report for 2015 but the Township still hasn't received a report from Township Engineer Marcus McNamara regarding their revised application for expansion. Smith indicated he has started a list of items that need to be changed in Ordinance 59 and recommended keeping the consent judgment in place until Ordinance 59 is amended. Smith reported the consent judgement clearly states that GS Materials is responsible for the maintenance of the roads but Ordinance 59 does not. Fromhart reported the MDEQ just recently granted a permit to increase the Crego Pelts' lake from 23 to 27 acres and GS Materials Lake from 35 to 38 acres. Fromhart indicated the MDEQ previously restricted the size of the lakes because they determined it would significantly alter groundwater flow patterns, and recommended the Township hire an expert in hydrology and for the Planning Commission to do due diligence in their review. The Board discussed GS Materials original application that was denied by the MDEQ to create one large lake by connecting the two. Smith reported the MDEQ is concerned about the effect on the wetlands and the hydrology modeling. Faust and Oliver expressed concern if the proposed channel to float a dredge between the two lakes fail and if it was proposed to the MDEQ. Faust and Oliver also expressed concern that GS Materials may over excavate the lakes and then back fill with dirt to obtain the proposed slopes. Oliver asked that the reclamation bond be reviewed to ensure it is sufficient in case they abandon the project.

#### **D. Poverty Guidelines Resolution**

**Fromhart moved to approve Resolution 02-04-2016E Bridgewater Township Board of Review Guidelines for Poverty/Hardship Exemptions. Faust seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.**

#### **E. Salary Resolutions**

Fromhart requested a restoration of the Clerk's salary since it has only seen a 2% increase in the last 10 years. Fromhart stated she believes her proposed increase in salary is conservative and comparable to other clerk's compensation in the County. Fromhart indicated the Board overly compensates the assessor for the Supervisor's statutory duty yet she makes less and has the most statutory duties of all the officers. McQueer stated she doesn't support the Board voting themselves a raise and suggested conducting a citizen survey to determine salary increases. Fromhart stated the Board shouldn't have to belabor the subject and that she recommended forming a Compensation Commission last year but the Board didn't support it. **McQueer moved to establish Compensation Commission to review Township Board salaries and make a recommendation. Smith seconded the motion. Motion carried with Fromhart opposed.**

**F. Budget Presentation 2016-2017**

The Board reviewed and discussed the proposed general fund and sewer fund budgets for the 2016-2017 fiscal year. The Board discussed the proposed new line item for the WWTP Operations Committee and the duties and responsibilities of the committee. The Board also reviewed and discussed the proposed increase in the compensation for the sewer billing clerk, compensation for the Clerk for managing the sewer books, and establishing a capital improvement fund for the sewer plant.

**G. Road Commission 2016 Road Projects**

The Board reviewed and discussed the WCRC's road projects for 2016 and also discussed WCRC's proposed millage proposal of .5 mills for 4 years with 20% earmarked for border to border trails and connecting communities' initiative.

**VII. CITIZEN PARTICIPATION**

There were no public comments.

**VIII. ADJOURNMENT**

**Oliver moved to adjourn the meeting at 9:23 p.m. Smith seconded the motion which was adopted unanimously.**

Respectfully submitted,  
Laurie Fromhart  
Bridgewater Township Clerk

**BRIDGEWATER TOWNSHIP  
BOARD OF TRUSTEES MEETING  
MINUTES OF MEETING  
THURSDAY, MARCH 3, 2016**

**I. CALL TO ORDER**

The regular monthly meeting of the Bridgewater Township Board of Trustees was called to order by Supervisor Smith at 7:00 p.m. followed by the pledge of allegiance to the flag at Bridgewater Township Hall, 10990 Clinton Road, Manchester, MI.

Present: Supervisor Ronald Smith, Deputy Clerk Judy Klager, Treasurer Michelle McQueer, and Trustees David Faust and Geoffrey Oliver.

Absent: Clerk Laurie Fromhart.

Also Present Township Attorney Fred Lucas, Township Planner Rodney Nanney, Township Engineer Marcus McNamara, Planning Commission Chair Dave Horney, Planning Commission Secretary Tom Wharam, GS Materials LLC Consultant Chip Tokar.

Attendance: 7

**II. CITIZEN PARTICIPATION**

A resident asked about the current status of the Bemis Road Bridge. Horney commented a Compensation Commission can only meet during odd numbered years and that the Board may want to consider forming a citizen's committee to evaluate compensation for elected officials.

**III. APPROVAL OF MINUTES**

**Smith moved to approve the February 4, 2016 meeting minutes as drafted. Faust seconded the motion which was adopted unanimously.**

**IV. REVIEW AND APPROVE AGENDA**

**McQueer moved to approve the agenda as presented. Oliver seconded the motion which was adopted unanimously.**

**Public Safety Report**

The Sheriff's Department submitted a written report to the Board on the law enforcement activities for the month of January 2016.

**V. PUBLIC HEARINGS**

**A. GS Materials LLC – Mineral Extraction License and Variance to Authorize Expanded Operations|**

**Smith moved to adjourn the regular meeting and open the public hearing on GS Materials Mineral Extraction License and Variance to authorize Expanded Operations at 7:09 p.m. Faust seconded the motion which was adopted unanimously.**

Chip Tokar with Natural Resources Management on behalf of GS Materials gave a brief presentation on their proposed plans to expand their current mining operation. Tokar stated they are proposing to expand GS Materials Lake by approximately 4 acres in an easterly direction, and an expansion of the Crego Peltcs Lake by approximately 4.6 acres in a westerly direction. Tokar indicated as part of the expansion they are proposing to lower the lake level by 2.5 feet to 849 feet to the base condition that existed in 2000 to help the hydrology modeling for possible future expansion, and potentially connect the two lakes to form one large lake. Tokar noted their original plans presented to the MDEQ back in 2003 included one large lake but the

MDEQ requested the expansion be done slowly over time to ensure there would be no impact to neighboring wells and wetlands. Tokar also stated they are requesting a variance request from the setback between the common property line so they can waive the lateral support so mining and machinery can move back and forth between the two parcels. Tokar reported the Crego Peltcs parcel is governed by Ordinance 59 which requires the variance approval. Tokar indicated the GS Materials parcel is currently governed by a consent judgment which they would like to move to permitted conditions under Ordinance 59 to regulate the whole operation. Tokar stated they are not proposing to lower the lake levels in a significant manner that would affect any domestic wells, that they will continue to sample the ground water, and they have not seen any significant changes since 2000. Tokar also addressed Tom Peltcs concern regarding the stockpiling of topsoil on the Crego Peltcs parcel. Tokar reported the topsoil on site is of low organic content and quality and they have stockpiled the topsoil on the property for sale and reclamation purposes. Tokar explained the topsoil stockpiles are shown on the annual map with volumes that are calculated by engineering methods and inspected by the Township engineer.

Henry Jordan of Hogan Road stated he has a 50 foot well, and asked if their projections on how fast this is going to come together is based on the rate they are mining gravel now, or what it was several years ago. Tokar responded they based it on what they projected it to be, so they actually projected to increase as they mine, and that the rates are not too far off of what's going on right now, but it did slow down between 2008 and 2012 due to the economy.

Township attorney Fred Lucas stated that GS Materials is responsible if any domestic wells are affected and is part of the permitting requirement.

Township engineer Marcus McNamara stated OHM reviewed GS Materials application prior to the planning commission hearing and recommended approval except for the variance request which hadn't been submitted at the time. McNamara indicated he issued a brief report today recommending approval of their plans and that the variance request is warranted.

Township planner Rodney Nanney stated he did not issue a new review letter since the Planning Commission hearing, but did look at the variance application and explained that Ordinance 59 allows the Board to grant a variance. Nanney summarized the standards for a variance request that must be met by the applicant. Nanney reported they found the applicant's reasons for the variance compelling and agree with the Township engineer that it is warranted.

Tom Peltcs commented the MDEQ permit language indicates the slopes of the lakes to be 1:4 but the application indicates 1:6 and asked which one is correct. McNamara explained the MDEQ restricts the slopes to no steeper than 1:4 and that 1:6 is actually a shallower slope. McNamara noted the plans meets the requirements of the Township ordinance which is more restrictive. Tom Peltcs asked where the 19,000 cubic yards of topsoil is stockpiled on site. Tokar indicated on the map where the topsoil is currently stockpiled on site, and invited Peltcs out to the site to show him the location. Peltcs expressed concerned if the topsoil is not being saved they won't be able to restore the site and they will leave. Lucas explained that GS Materials has posted a reclamation bond that covers the cost to reclaim the land and protects the Township in case the operator abandons the project. Lucas recited the topsoil requirements in the ordinance for the purpose of reclamation.

**Smith moved to close the public hearing and open the regular meeting at 7:56 p.m. Oliver seconded the motion which was adopted unanimously.**

**B. General Fund and WWTP Budgets**

**Smith moved to adjourn the regular meeting and open the public hearing on the 2016-2017 fiscal year budgets at 7:57 p.m. McQueer seconded the motion which was adopted unanimously.**

Smith reported the Supervisor is required on an annual basis to submit a balanced budget for Board approval. Smith noted a few changes in the WWTP budget that establishes a WWTP Operations Committee. Smith also noted last year the Township spent extra money on roads, but because of the Bemis Road Bridge status he chose not to budget extra money until the replacement costs for the bridge is better defined. An error was noted under the line item for planning and zoning correcting the total budgeted amount to \$19,500. McQueer requested a correction under the tax administration fee line item from \$32,000 to \$26,000 reducing total income to \$239,587.

Tom Wharam asked why the increase in the cost for cemetery care. Smith explained the Board is separating the actual cost of cemetery maintenance instead of combining it with town hall building and grounds expense, and that improvements to the cemetery is on the Board's project list for 2016. Dave Horney suggested budgeting for a portable screen and projector for those who wish to make presentations so it is highly visible to those in attendance.

**Smith moved to close the public hearing and open the regular meeting at 8:09 p.m. Oliver seconded the motion which was adopted unanimously.**

**VI. REPORTS AND CORRESPONDANCE**

**A. Treasurer's Report**

McQueer submitted a written report to the Board.

**B. Clerk's Report**

No report.

**C. Supervisor's Report**

Smith reported the Board of Review's organizational meeting will be held in the township hall basement on March 8th due to the presidential primary election.

**D. Trustees' Report**

Faust reported the property on Michigan Avenue is getting worse with more junk, and the fire run for the Willow Road property will need to be billed for an illegal burn.

**E. Written Reports**

Board packets included reports from the Assessor, Zoning Administrator, and Planning Commission.

**VII. PRIORITY BUSINESS**

**A. MMLLPP Insurance Renewal**

**Smith moved to approve the MMLLPP as our insurance carrier for this year. Oliver seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes.**

**B. Approve Disbursements from February 5, 2016 through March 3, 2016**

**Smith moved to pay the monthly bills from the general and sewer funds in the total amount of 29,801.02. Faust seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**C. GS Materials LLC Variance Request Approval**

**Smith moved to approve GS Materials LLC Variance Request. McQueer seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**D. GS Materials LLC Permit Approval as recommended by the Planning Commission**

**McQueer moved to accept GS Materials LLC permit approval as recommended by the Planning Commission. Smith seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**E. Review/Approval General Fund 2016-2017 Budget**

**Smith moved to approve the General Fund 2016-2017 fiscal year budget as amended. Oliver seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**F. Review/Approval WWTP 2016-2017 Budget**

**Smith moved to approve the WWTP 2016-2017 fiscal year budget. Oliver seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**G. Mowing Bid**

**Smith moved to accept the 2016 Mowing Bid from Jon Way. McQueer seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**H. Support Letter Manchester Village Grant**

Smith reported he received a request from the Village of Manchester to support their grant application for work that is upstream of the bridge to clean up that area of the river. Smith explained the Village is requesting letters of support from surrounding communities. Board agreed to have the Supervisor write a letter in support of their grant application.

**I. WWTP System Repair**

Smith reported since the WWTP collection system was built it hasn't been maintained and there are a couple of air relief structures that have failed which require a vessel entry permit and equipment to make the repairs. Smith asked Tetra Tech to provide a proposal for the work which he included in the Board's packets. Faust reported the Township has no operation and maintenance manual for the collection system which was supposed to be provided by Tetra Tech when the system was built, and that the Township has no information on the specifications of the air relief structures. Faust stated if Tetra Tech did the work they should have the information, and is opposed to paying them \$4200 because they designed the system. Oliver agreed with Faust. McNamara reported an operation and maintenance manual is something that is typically delivered on the completion of a project, and offered to provide the Township with a proposal for the work. The Board discussed the option of obtaining more quotes but expressed concern of delaying the project that has already been a problem for the past 3 years. **Oliver moved to approve Tetra Tech's Sanitary Sewer Collection System proposal. Smith seconded the motion. Roll Call Vote: Faust no, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**J. Bridgewater Days Road Closure**

**Smith moved to approve Resolution 03-03-2016 Regarding Temporary Road Closure. Oliver seconded the motion. Roll Call Vote: Faust yes, Fromhart absent, McQueer yes, Oliver yes, Smith yes. Motion passed.**



**VII. CITIZEN PARTICIPATION**

A resident asked if the Township is continuing to have a lot of problems with the sewer system.

**VIII. ADJOURNMENT**

**Smith moved to adjourn the meeting at 8:51 p.m.**

Respectfully submitted,  
Laurie Fromhart  
Bridgewater Township Clerk

DRAFT

**BRIDGEWATER TOWNSHIP  
BOARD OF TRUSTEES SPECIAL MEETING  
MINUTES OF MEETING  
WEDNESDAY, MARCH 30, 2016**

**I. CALL TO ORDER**

The special meeting of the Bridgewater Township Board of Trustees was called to order by Supervisor Smith at 7:08 p.m. at Bridgewater Township Hall, 10990 Clinton Road, Manchester, MI.

Present: Supervisor Ronald Smith, Clerk Laurie Fromhart, and Trustees David Faust and Geoffrey Oliver.

Absent: Treasurer Michelle McQueer.

Also Present: Planning Commission Chair Dave Horney

Attendance: 0

**II. CITIZEN PARTICIPATION**

There were no public comments.

**III. REVIEW AND APPROVE AGENDA**

**Smith moved to approve the agenda as amended reversing items A & B. Faust seconded the motion which was adopted unanimously.**

**IV. PRIORITY BUSINESS**

**A. Year End Budget Amendments**

Fromhart moved approval of the yearend budget amendments for the general fund with adjustments to township supplies and expense, deputy clerk, election expense, and public safety line items. Faust seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer absent, Oliver yes, Smith yes. Motion passed. Fromhart moved approval of the yearend budget amendments for the sewer fund with adjustments to grinder pump repairs, chemicals, electricity and phone service line items. Smith seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer absent, Oliver yes, Smith yes. Motion passed.

**B. Financials, Approve Disbursements**

Oliver moved to pay the monthly disbursements from the general and sewer funds in the total amount of \$27,257.85. Smith seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer absent, Oliver yes, Smith yes. Motion passed.

**VII. CITIZEN PARTICIPATION**

There were no public comments.

**VIII. ADJOURNMENT**

**Smith moved to adjourn the meeting at 7:45 p.m.**

Respectfully submitted,  
Laurie Fromhart  
Bridgewater Township Clerk



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL [sheriff@ewashtenaw.org](mailto:sheriff@ewashtenaw.org)

JERRY L. CLAYTON  
SHERIFF

MARK A. PTASZEK  
UNDERSHERIFF

March 3, 2016

Ron Smith  
Bridgewater Township Supervisor  
10990 Clinton Rd  
Manchester, MI 48158

Dear Mr. Smith,

Attached you will find the February report for service provided by the Washtenaw County Sheriff's Office to Bridgewater Township. The report shows specific information, with comparison to previous years, for time spent by position, traffic enforcement, total calls for service (including MSP), and deputies under contract from other jurisdictions responding into Bridgewater Township.

In Summary, Bridgewater Township had 31 calls for service for the month of February. Of the 31 calls the Michigan State Police responded to 16. The Sheriff Office responded to 6 calls, 9 calls were administratively cleared this month with no police response. In general these calls are typically: BOL's (Be on the Lookout), ambulance requests transferred to Huron Valley Ambulance, cancelation of call due to other resolution, example, alarm company cancels due to home owner request.

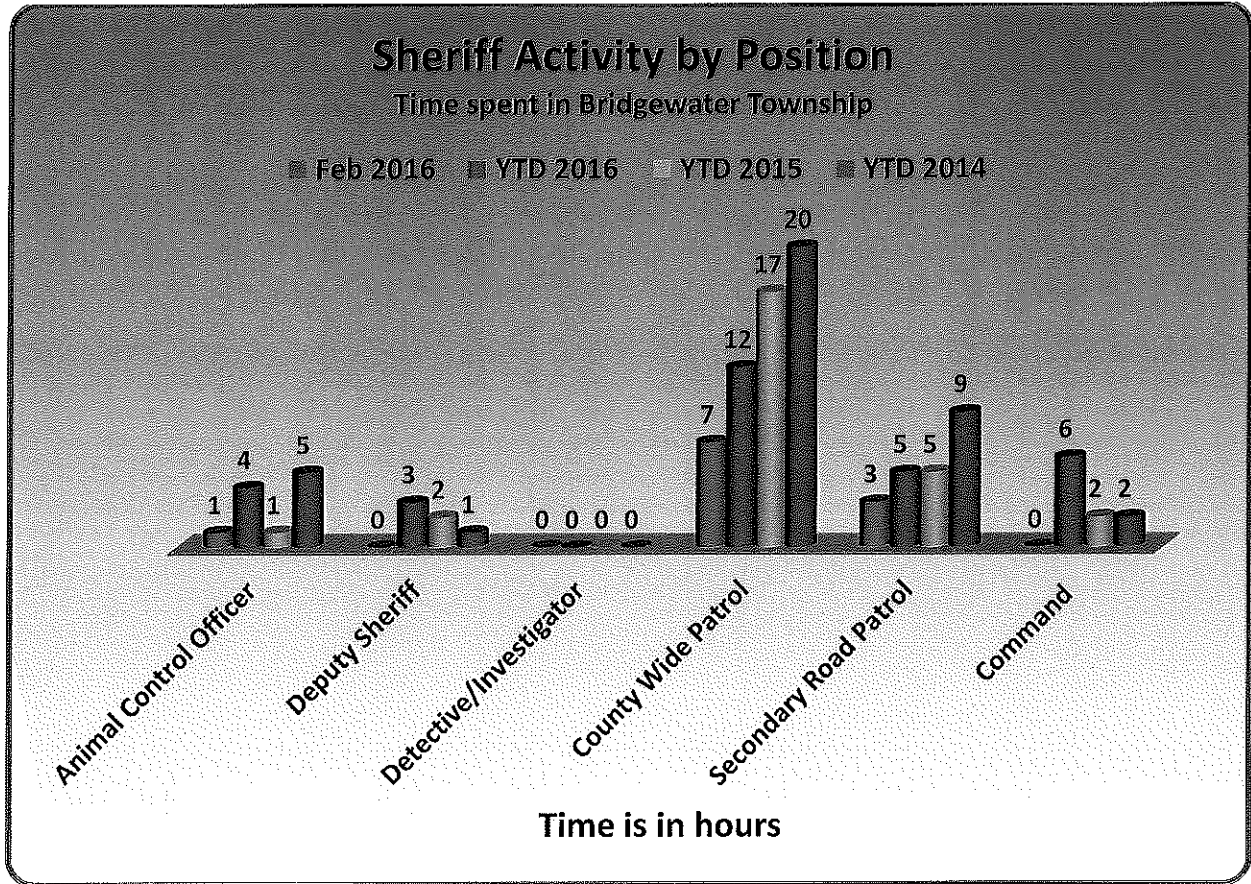
Please contact me at [kingl@ewashtenaw.org](mailto:kingl@ewashtenaw.org) or 734-994-8104 if you should need further information or clarification or wish to have this information in electronic form.

Respectfully,

Lisa King  
Lieutenant Western Operations



**Washtenaw County Sheriff's Office**  
 Bridgewater Township Services—February 2016



**Animal Control Officer:** County funded animal control officer responding to complaints involving domestic animals or wild animals that have been domesticated.

**Deputy Sheriff:** Deputies under contract by another jurisdiction who perform law enforcement duties in non-contract areas.

**Detective/Investigator:** County Funded detectives/investigators who have additional training, experience, and equipment to perform higher level law enforcement duties.

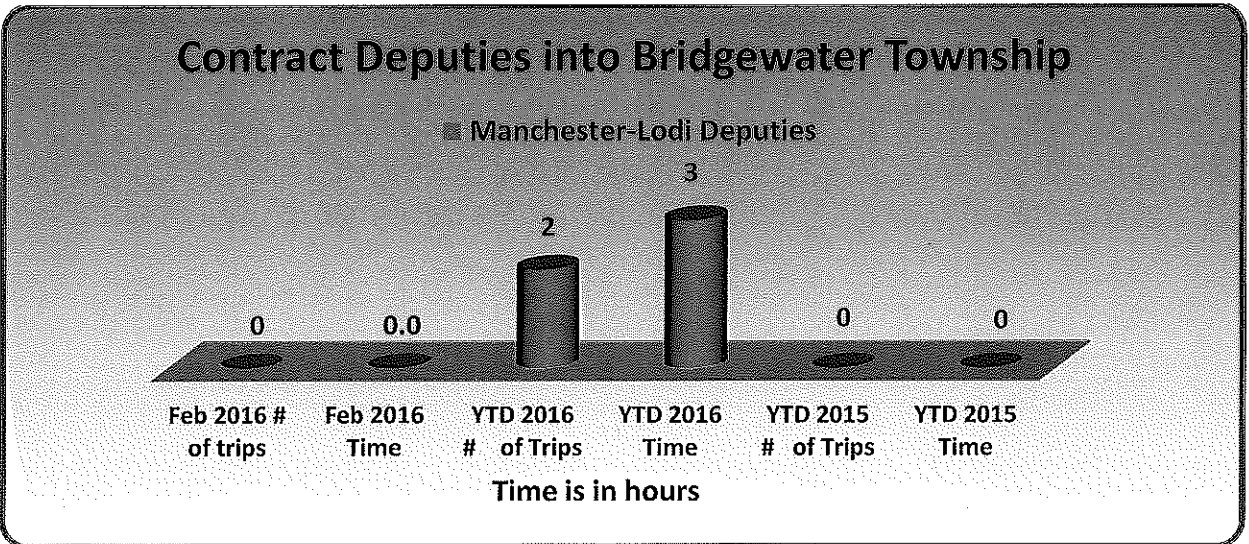
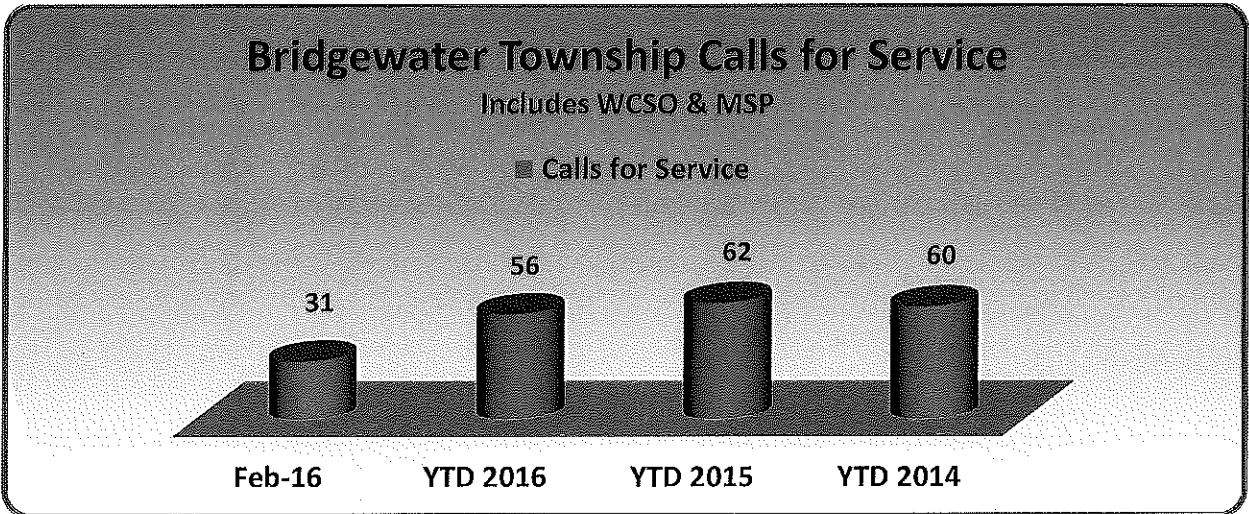
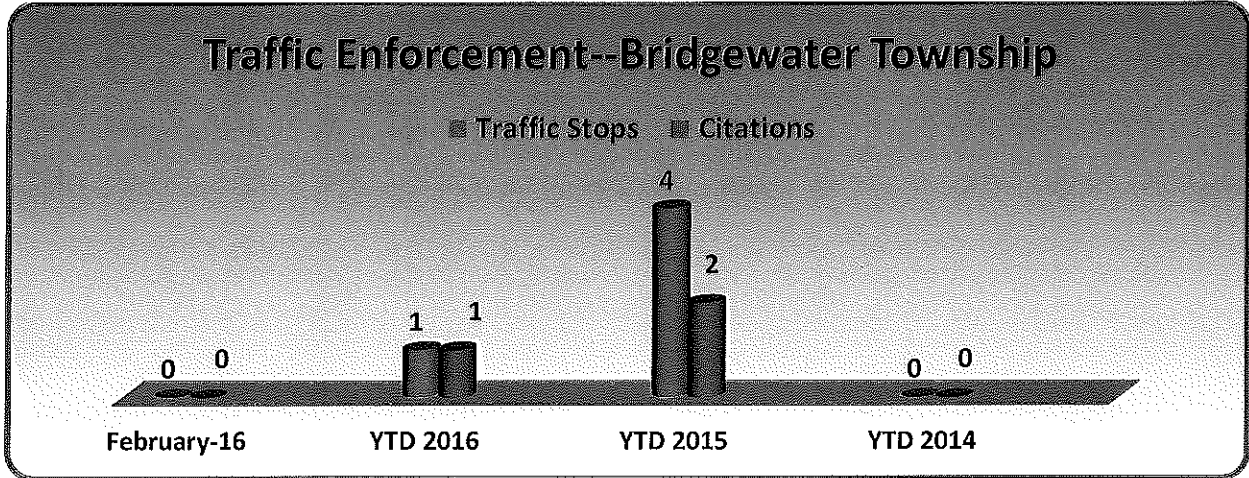
**County Wide Patrol:** County funded county wide road patrol deputies who primarily perform law enforcement duties in non-contracting areas.

**Secondary Road Patrol:** A partially funded grant to provide traffic enforcement on secondary roads throughout the County. Respond to and investigate traffic related incidents on secondary roads. On call investigators for serious injury and fatal motor vehicle crashes.

**Command:** Road patrol sergeants who supervise the above staff. Manages on duty staffing and coordinated on scene police response.



**Washtenaw County Sheriff's Office**  
 Bridgewater Township Services—February 2016



# Bridgewater Township

## Zoning Administrator Report

March 2016

Prepared by: **Rodney C. Nanney, Zoning Administrator**

During this month, the following zoning compliance certificate and applications were received, reviewed, and acted upon. Also included is a summary of other ordinance enforcement and administration-related activities:

### Zoning Compliance Certificates:

1. **Zoning Compliance Certificate – Kofari (12836 Allen Rd., Clinton).** Application for approval of a new 40-foot by 52-foot pole barn, which conforms to all applicable Zoning Ordinance requirements. Approved 3/7/2016.
2. **Zoning Compliance Certificate – Lanford (10804 Braun Rd., Manchester).** Application for approval of the relocation and alteration of an existing 408 square-foot “wood shed” accessory structure constructed without required permits to conform to the minimum rear yard setback and maximum ground floor coverage requirements of the AG zoning district. A zoning compliance permit was approved for the relocated, 276 square-foot wood shed structure on 3/26/2016.

### Ordinance administration and enforcement:

3. **9175 Willow Rd. (Charles Martin) – outdoor storage of inoperable vehicles and contractor’s equipment in the AG District.** During our most recent site visit, I observed that the owner has completed the required clean-up work to correct the ordinance violations on the property.
4. **8844 Willow Rd. (Lupascu) – outdoor storage of semi-trucks and trailers in the AG District.** In response to a telephone conversation with the owners, a follow up notice was sent to the owners on 3/29/2016 granting a 30-day extension of time to complete the removal of the remaining semi-trucks/trailers that are unlawfully stored outside.
5. **Allen Rd. (parcel #Q-17-29-300-016) – construction of an accessory structure without permits.** A notice and request for more information was sent to the owner of record of approximately five acres of land on the south side of Allen Rd. between Bartlett Rd. and Hogan Rd. regarding what appears to be a new greenhouse structure under construction on the property. We have no record of any approved permit for this project. The owner was directed in the notice to stop work until zoning compliance can be verified.
6. **Request to keep chickens in the Hamlet R-3 zoning district.** In response to Planning Commission direction during their March meeting, an initial draft Zoning Ordinance amendment to allow for limited non-farm keeping of bees and certain farm animals in the R-3 (Hamlet Residential) zoning district has been prepared and will be discussed during the Commission’s April meeting.

- 7. Telephone calls and emails.** Received several telephone calls and emails from residents, realtors, and property owners, seeking information regarding zoning requirements for various projects, including new pole barn construction, non-farm keeping of farm animals in the AG District, and zoning classifications for various properties.

Please contact me at (734) 483-2271 or via email at [Rodney@BuildingPlace.net](mailto:Rodney@BuildingPlace.net) if you have any questions about this information. Thank you.

Respectfully submitted,

**Rodney C. Nanney**  
Zoning Administrator

	<u>Apr '15 - Mar 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Income</b>			
4402 · Property tax - operation	58,861	70,040	-11,179
4410 · Property Tax Adjustments	2,617		
4447 · Tax administration fee	21,441	26,000	-4,559
4448 · Tax collection fees	100	3,500	-3,400
4460 · Township permits	4,675	1,500	3,175
4465 · Land division fees	0	400	-400
4574 · Revenue sharing	106,545	128,833	-22,288
4601 · Fire charge collection	0	2,000	-2,000
4665 · Interest Income	1,607	600	1,007
4671 · Other Income - Fund Balances	30,000	30,000	0
4672 · Other Income	6,954	1,000	5,954
4675 · Metro Auth.-restricted to roads	2,491	3,000	-509
4685 · FOIA Request Income	8	0	8
4690 · Mineral Extraction License Fees	2,000	1,000	1,000
4700 · Election Reimbursement	1,354	2,500	-1,146
<b>Total Income</b>	<u>238,653</u>	<u>270,373</u>	<u>-31,720</u>
<b>Gross Profit</b>	238,653	270,373	-31,720
<b>Expense</b>			
<b>5101000 · Township Board</b>			
5101703 · Trustee salary	4,800	4,800	0
5101727 · Township supplies & expenses	828	800	28
5101770 · Conferences & Training	494	750	-256
<b>Total 5101000 · Township Board</b>	<u>6,122</u>	<u>6,350</u>	<u>-228</u>
<b>5171000 · Supervisor</b>			
5171703 · Supervisor Salary	15,607	15,607	0
5171727 · Supervisor Expense	0	500	-500
<b>5209000 · Assessor</b>			
5209705 · Board of Review expenses	1,150	1,500	-350
5209805 · Assessor Wages	20,700	20,700	0
5209810 · Assessor Expense	2,781	3,000	-219
<b>Total 5209000 · Assessor</b>	<u>24,631</u>	<u>25,200</u>	<u>-569</u>
<b>Total 5171000 · Supervisor</b>	40,238	41,307	-1,069
<b>5173000 · Other General Government</b>			
5173715 · Social Security	4,608	5,400	-792
5173801 · Attorney & Consulting Expenses	4,181	3,000	1,181
5173802 · Audit fees	3,300	4,000	-700
5173811 · Membership fees & dues	1,966	2,000	-34
5173895 · Website Administrator	300	500	-200



	<b>Apr '15 - Mar 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
5173912 · Insurance & Bonds	5,527	5,500	27
5173955 · Miscellaneous	0	200	-200
<b>Total 5173000 · Other General Government</b>	<b>19,882</b>	<b>20,600</b>	<b>-718</b>
<b>5215700 · Clerk</b>			
5173900 · Printing & publishing	925	1,000	-75
5174810 · Deputy Clerk	1,612	1,612	0
5191727 · Election expense	3,262	3,500	-238
5215703 · Clerk salary	16,214	16,214	0
5215727 · Clerk supplies & expense	2,918	3,200	-282
<b>Total 5215700 · Clerk</b>	<b>24,931</b>	<b>25,526</b>	<b>-595</b>
<b>5253700 · Treasurer</b>			
5253701 · Tax Collection Expense	1,865	3,000	-1,135
5253703 · Treasurer salary	17,615	17,615	0
5253704 · Deputy Treasurer Wages	382	1,000	-618
5253727 · Treasurer supplies & expenses	1,039	2,000	-961
<b>Total 5253700 · Treasurer</b>	<b>20,901</b>	<b>23,615</b>	<b>-2,714</b>
<b>5265000 · Building &amp; Grounds</b>			
5265728 · Maintenance & Utilities	7,990	6,000	1,990
5265925 · Cemetery care	88	200	-112
5265980 · Building improvement & equipmen	231	5,000	-4,769
<b>Total 5265000 · Building &amp; Grounds</b>	<b>8,309</b>	<b>11,200</b>	<b>-2,891</b>
<b>5301800 · Public Safety</b>			
5339727 · Fire protection billing expense	51,547	52,000	-453
<b>Total 5301800 · Public Safety</b>	<b>51,547</b>	<b>52,000</b>	<b>-453</b>
<b>5400700 · Planning &amp; zoning</b>			
<b>5400701 · Planning</b>			
5400727 · Planning comm. wage & expense	2,480	4,000	-1,520
5400801 · PC Attorney Fees	0	500	-500
5400802 · Master Plan	0	500	-500
5400803 · Planning consultant - on-going	4,838	10,000	-5,162
<b>Total 5400701 · Planning</b>	<b>7,318</b>	<b>15,000</b>	<b>-7,682</b>
<b>5410726 · Zoning</b>			
5410704 · Land Division Processing Fees	1,500	1,500	0
5410727 · Zoning ad.wage & expense	6,135	1,000	5,135
<b>Total 5410726 · Zoning</b>	<b>7,635</b>	<b>2,500</b>	<b>5,135</b>
<b>Total 5400700 · Planning &amp; zoning</b>	<b>14,953</b>	<b>17,500</b>	<b>-2,547</b>

	<u>Apr '15 - Mar 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>5440000 · Public works</b>			
5440846 · Road Improvements	54,652	60,000	-5,348
5440847 · Drains at large	3,529	10,000	-6,471
5440852 · Street lighting	3,169	3,200	-31
<b>Total 5440000 · Public works</b>	<u>61,350</u>	<u>73,200</u>	<u>-11,850</u>
<b>5500000 · Contingencies</b>	0	2,287	-2,287
<b>Total Expense</b>	<u>248,233</u>	<u>273,585</u>	<u>-25,352</u>
<b>Net Income</b>	<u><u>-9,580</u></u>	<u><u>-3,212</u></u>	<u><u>-6,368</u></u>

	<b>Bond - Sewer</b>		
	<b>Apr '15 - Mar 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Connection Fees</b>			
Easement Fee	0.00		
Grinder Pump Reimb + 10%	0.00		
Inspection Fee	0.00		
<b>Total Connection Fees</b>	<u>0.00</u>		
Customer Finance Charge	0.00		
<b>Interest Income Master Account</b>			
Interest Income Checking	0.00		
<b>Total Interest Income Master Account</b>	<u>0.00</u>		
Operation Maintenance Income	0.00		
Special Assessment Revenue	39,841.97	53,500.00	-13,658.03
<b>Total Income</b>	<u>39,841.97</u>	<u>53,500.00</u>	<u>-13,658.03</u>
<b>Gross Profit</b>	39,841.97	53,500.00	-13,658.03
<b>Expense</b>			
<b>Collection System</b>			
<b>Billing</b>			
Billing Clerk	0.00		
Office Supplies	0.00		
<b>Total Billing</b>	<u>0.00</u>		
Forcemains -Flushing & Disposal	0.00		
Grinder Pump repairs	0.00		
<b>Total Collection System</b>	<u>0.00</u>		
Insurance	0.00		
<b>Legal &amp; Professional</b>			
Audit	0.00		
Engineer	0.00		
Legal Fees	0.00		
<b>Total Legal &amp; Professional</b>	<u>0.00</u>		
Miscellaneous Expense	0.00		
New Equipment	0.00		
<b>Treatment Plant</b>			
Building & Grounds Maintenance	0.00		
Chemicals	0.00		
Diesel Fuel/Propane	0.00		
Electricity	0.00		

**Bond - Sewer**

	<u>Apr '15 - Mar 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Equipment Repairs	0.00		
Generator Maintenance Contract	0.00		
NPDES Permit	0.00		
Phone Service	0.00		
Plant Operator	0.00		
Sludge Handling & Disposal	0.00		
Supplies	0.00		
<b>Total Treatment Plant</b>	<u>0.00</u>		
<b>Total Expense</b>	<u>0.00</u>		
<b>Net Ordinary Income</b>	39,841.97	53,500.00	-13,658.03
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
Contingencies/Reserves	0.00	6,000.00	-6,000.00
<b>Washtenaw Cty Debt Svc</b>			
Accounting Charges	1,475.00	0.00	1,475.00
Interest	5,287.50	7,500.00	-2,212.50
Washtenaw Cty Debt Svc - Other	35,250.00	40,000.00	-4,750.00
<b>Total Washtenaw Cty Debt Svc</b>	<u>42,012.50</u>	<u>47,500.00</u>	<u>-5,487.50</u>
<b>Total Other Expense</b>	<u>42,012.50</u>	<u>53,500.00</u>	<u>-11,487.50</u>
<b>Net Other Income</b>	<u>-42,012.50</u>	<u>-53,500.00</u>	<u>11,487.50</u>
<b>Net Income</b>	<u><u>-2,170.53</u></u>	<u><u>0.00</u></u>	<u><u>-2,170.53</u></u>

	<b>Operation - Sewer</b>		
	<b>Apr '15 - Mar 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Connection Fees</b>			
Easement Fee	125.00	0.00	125.00
Grinder Pump Reimb + 10%	4,094.60	0.00	4,094.60
Inspection Fee	75.00	0.00	75.00
<b>Total Connection Fees</b>	<u>4,294.60</u>	<u>0.00</u>	<u>4,294.60</u>
Customer Finance Charge	913.40	2,500.00	-1,586.60
<b>Interest Income Master Account</b>			
Interest Income Checking	56.83	0.00	56.83
<b>Total Interest Income Master Account</b>	<u>56.83</u>	<u>0.00</u>	<u>56.83</u>
Operation Maintenance Income	100,100.00	98,420.00	1,680.00
Special Assessment Revenue	0.00		
<b>Total Income</b>	<u>105,364.83</u>	<u>100,920.00</u>	<u>4,444.83</u>
<b>Gross Profit</b>	105,364.83	100,920.00	4,444.83
<b>Expense</b>			
<b>Collection System</b>			
<b>Billing</b>			
Billing Clerk	624.00	624.00	0.00
Office Supplies	141.35	200.00	-58.65
<b>Total Billing</b>	<u>765.35</u>	<u>824.00</u>	<u>-58.65</u>
Forcemains -Flushing & Disposal	75.00	1,500.00	-1,425.00
Grinder Pump repairs	14,383.26	15,000.00	-616.74
<b>Total Collection System</b>	<u>15,223.61</u>	<u>17,324.00</u>	<u>-2,100.39</u>
Insurance	1,228.00	1,300.00	-72.00
<b>Legal &amp; Professional</b>			
Audit	1,650.00	1,650.00	0.00
Engineer	0.00	1,500.00	-1,500.00
Legal Fees	231.25	2,000.00	-1,768.75
<b>Total Legal &amp; Professional</b>	<u>1,881.25</u>	<u>5,150.00</u>	<u>-3,268.75</u>
Miscellaneous Expense	0.00	25.00	-25.00
New Equipment	3,300.00	10,000.00	-6,700.00
<b>Treatment Plant</b>			
Building & Grounds Maintenance	1,645.00	2,000.00	-355.00
Chemicals	4,709.75	4,800.00	-90.25
Diesel Fuel/Propane	600.63	1,000.00	-399.37
Electricity	15,391.19	15,400.00	-8.81

**Operation - Sewer**

	<b>Apr '15 - Mar 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
<b>Equipment Repairs</b>	5,542.78	7,500.00	-1,957.22
<b>Generator Maintenance Contract</b>	972.49	1,200.00	-227.51
<b>NPDES Permit</b>	1,950.00	2,000.00	-50.00
<b>Phone Service</b>	466.51	470.00	-3.49
<b>Plant Operator</b>	31,200.00	31,200.00	0.00
<b>Sludge Handling &amp; Disposal</b>	2,480.41	3,500.00	-1,019.59
<b>Supplies</b>	0.00	300.00	-300.00
<b>Total Treatment Plant</b>	<u>64,958.76</u>	<u>69,370.00</u>	<u>-4,411.24</u>
<b>Total Expense</b>	<u>86,591.62</u>	<u>103,169.00</u>	<u>-16,577.38</u>
<b>Net Ordinary Income</b>	18,773.21	-2,249.00	21,022.21
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
<b>Contingencies/Reserves</b>	0.00	4,021.00	-4,021.00
<b>Washtenaw Cty Debt Svc</b>			
<b>Accounting Charges</b>	0.00		
<b>Interest</b>	0.00		
<b>Washtenaw Cty Debt Svc - Other</b>	0.00		
<b>Total Washtenaw Cty Debt Svc</b>	<u>0.00</u>		
<b>Total Other Expense</b>	<u>0.00</u>	<u>4,021.00</u>	<u>-4,021.00</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>-4,021.00</u>	<u>4,021.00</u>
<b>Net Income</b>	<u><u>18,773.21</u></u>	<u><u>-6,270.00</u></u>	<u><u>25,043.21</u></u>

# Materials Management Agreement

This Agreement made and entered into as of this \_\_\_\_ day of March 2016 by and between Contractor and Customer.

<b>C U S T O M E R</b>	Customer Legal Name			
	Bridgewater Township WWTP			
	Street Address			
	8820 Kaiser Rd			
	City / Town	County	State	Zip Code
	Saline	Washtenaw	MI	48176
<b>C O N T R A C T O R</b>	Synagro Legal Name			
	Synagro Central, LLC.			
	Street Address			
	435 Williams Court Suite 100			
	City / Town	State	Zip Code	
	Baltimore	MD	21220	
<b>T E R M</b>	Commencement Date March 1, 2016		Expiration Date February 28, 2019	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>			
<b>B I L L I N G</b>	Customer Contact Name		Telephone #	
	Bridgewater Township		(734) 248-7171	
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
	10990 Clinton Road		Dan Geyer	
			E-mail Address	
			geyerd@vil-manchester.org	
	City / State		Zip Code	
	Manchester, MI		48158	
<b>S I G N A T U R E S</b>	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			



## SCOPE OF SERVICES AND PRICING APPENDIX

**Scope of Service.**

Contractor shall provide the necessary supervision, labor and equipment to load liquid, pump able Customer Materials into transport vehicles and to transport the Customer Materials to suitable farmland in accordance with laws.

Contractor shall haul Customer materials once annually during spring, summer or fall to correlate with available farmland during those times. This is typically between April and December of each year.

Contractor shall provide to the Customer a copy of a load sheet which details the following; date, time loaded, truck number, driver name, gallons loaded on the vehicle, and farm destination. The quantity of material loaded on a vehicle shall be mutually agreed to by Contractor and the Customer, and be used for billing purposes.

Contractor shall provide labor and land application equipment to properly apply the Customer Materials by subsurface injection to suitable application sites at agronomic rates in accordance with laws.

Contractor shall complete any required federal or state biosolids disposal sheets as required by Customers Residuals Management Plan ("RMP").

Additional ancillary services with respect to materials testing/analysis & confined space tank cleaning/work by the Contractor are included in the proposed work.

**Customer Materials.**

Customer Materials shall consist of the following:

Customer expects to provide the contractor with approximately 33,000 gallons of high quality, stabilized biosolids suitable for agricultural/ beneficial use under applicable federal, state and local laws & Regulations.

The liquid Biosolids are expected to typically have a dry solids content of 2-10% TS content.

Owner shall abide by and have definition and responsibility as preparer of the biosolids under the requirements of the USEPA 40 CFR part 503.

**"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:**  
**1. Wastewater treatment plant in Bridgewater Township**

**Contractor right to refuse loads.** If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

**PRICE**

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$0.080	33,000	Gallon	Transport liquid biosolids from Customer Facility to permitted land and land-apply liquid biosolids
\$412.00	1	sample	Standard Metals & Nutrients Sample
\$557.00	1	Set	Fecal Coliform Testing (set of seven replicates)
\$550.00	1	Hour	Confined space work





**CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on March 1, 2017 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Midwest Urban with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left( \frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

$$\text{CPI} = \underline{\hspace{2cm}}$$

Base CPI = February 2016

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

**Fuel Surcharge Adjustment**

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration –Midwest) is at, or exceeds, \$3.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest as published by the U.S. Department of Energy’s Energy Information Administration for Midwest and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Base Price = \$3.00 / Gallon

Diesel Price \$/Gallon - Note <sup>1</sup>	Fuel Surcharge Adjustment %
≤ \$3.00 (Base Price)	None
\$3.01 - \$3.099	1.0 %
\$3.10 - \$3.199	2.0 %
\$3.20 - \$3.299	3.0

For each \$0.10/gallon increase thereafter add 1.0%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (Midwest)

## GENERAL TERMS AND CONDITIONS

**1. Definitions.** As used in this Agreement:

**A.** "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

**B.** "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

**C.** "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

**D.** "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

**E.** Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

**F.** "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

**G.** "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

**H.** "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

**I.** "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

**J.** "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

**K.** "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

**L.** "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

**M.** "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

**N.** "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

**O.** "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

**P.** "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

**Q.** "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

**3. Services.** Contractor shall provide Contractor Services to Customer.

**4. Price and Adjustments.**

**A.** The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

**B.** Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming

Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

**5. Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

**6. Rejection or Revocation of Acceptance of Materials.**

**A.** Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

**B.** Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

**C.** Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

**7. Change in Conditions Affecting Quality of Materials.**

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

**8. Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

**9. Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

**10. Default Termination.**

**A.** In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

**B.** Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;



- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

#### **11. Indemnification.**

**A.** Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

**B.** Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

**12. Access.** Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

**13. Compliance with Laws.** Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

#### **14. Physical Damage Responsibility; Insurance.**

**A.** Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

**B.** Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

**C.** Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

**15. Force Majeure.** Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's

personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

**16. Representation of Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**17. Survival of Obligations.** Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

**18. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

**19. Amendments.** This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

**20. Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

**21. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

**22. Modification.** This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

**23. Governing Law, Venue Selection.** This Agreement shall be governed by and construed under the laws of the State of Delaware.

**24. No Third Party Liability.** Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

**25. Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

**26. Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by



the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

**27. Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100  
Baltimore, MD 21220  
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

**28. Consequential Damages.** In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

**29. Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

**29. Customer Materials.** Customer represents and warrants the following with respect to the quality of Customer Materials:

**A. Biosolids.**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:
  - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.
  - b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI

Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

**B. Industrial Residuals:**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.
5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.
6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

**C. Additional Customer Materials (if any):**



**RESOLUTION #\_\_ -\_\_**

**WESTERN WASHTENAW RECYCLING AUTHORITY  
ADDED OPERATING FEE FOR NEW DWELLING UNITS**

**WHEREAS**, the Township of Dexter is a participating municipality of the “Western Washtenaw Recycling Authority” and,

**WHEREAS**, all residential dwelling units in the Township of Dexter are special assessed at the rate of \$ 26.00 each year for recycling operating costs for the years 2017 through 2021, now

**THEREFORE**, be it resolved that all new dwelling units in Township of Dexter, at the time the zoning permit fees are collected, shall be charged for recycling operating costs at the rate of \$26.00 per year, per dwelling unit on the following schedule:

- Calendar year 2017 = \$ 130.00
- Calendar year 2018 = \$ 104.00
- Calendar year 2019 = \$ 78.00
- Calendar year 2020 = \$ 52.00
- Calendar year 2021 = \$ 26.00

This charge shall be collected with the zoning permit fee and forwarded to the “Western Washtenaw Recycling Authority” along with the Tax I.D. number of the parcel(s).

Roll call vote:

(Member) _____	(Member) _____
(Member) _____	(Member) _____
(Member) _____	(Member) _____
(Member) _____	

The resolution was declared adopted.

**CERTIFICATION**

I, Harley Rider, the undersigned Clerk of the Township of Dexter hereby certify that the foregoing Resolution is a true and complete copy of a resolution adopted at a regular meeting of the Dexter Township Board of Trustees held on \_\_\_\_\_, 2016 the original of which is On file in my office, and that notice of such meeting was given, and the meeting was conducted pursuant to and in compliance with Act 167, Michigan Public Acts of 1976 as amended.

\_\_\_\_\_  
Dexter Township Clerk