

AGENDA  
BRIDGEWATER TOWNSHIP BOARD OF TRUSTEES  
Date July 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: June 2, 2016 Regular Meeting

REVIEW AND APPROVE AGENDA

PUBLIC-SAFETY REPORT

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, Approve Disbursements
2. Review Standard Contractor's Contract

CITIZEN PARTICIPATION

ADJOURN

Upcoming Meetings and Events:

Township Planning Commission: August 4, 2016, Bridgewater Township Hall, 7:00 p.m.

Township Board of Trustees: August 8, 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, MAY 5, 2016**

**I. CALL TO ORDER**

The regular monthly meeting of the Bridgewater Township Board of Trustees was called to order by Supervisor Smith at 7:05 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: 7

**II. CITIZEN PARTICIPATION**

A resident inquired if her late husband could be buried in the Bridgewater Center Cemetery because the cemetery where he is currently buried doesn't allow raised headstones and she would like to have him closer to home.

A resident asked about the current status of the Bemis Road Bridge.

[A concerned neighbor submitted a letter and photographs to the Board regarding GS Materials LLC gravel pit operation.](#)

**III. APPROVAL OF MINUTES**

**Smith moved to approve the April 7, 2016 regular meeting minutes as amended. Oliver seconded the motion which was adopted unanimously.**

**IV. REVIEW AND APPROVE AGENDA**

**Fromhart moved to approve the agenda as amended with the addition of Auditor's Engagement Letter and Metro Act Right of Way Permit Extension. Faust 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 March 2016.

**V. REPORTS AND CORRESPONDANCE**

**A. Treasurer's Report**

No report.

**B. Clerk's Report**

Fromhart submitted a written report to the Board. Fromhart requested Board approval for the additional cost of the new town hall chairs. **Oliver moved to approve the additional cost of \$300 for the new town hall chairs. Fromhart seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, Smith yes, McQueer yes, Oliver yes. Motion passed.** Fromhart requested Board approval to purchase food for election workers during the November 8<sup>th</sup> election per MTA's opinion. **McQueer moved to authorize the Clerk to spend up to \$50 to purchase food for election workers during the November 8, 2016 Presidential Election. Smith seconded the motion which was adopted unanimously.**

**C. Supervisor's Report**

Smith reported Lyndon and Dexter Townships are considering a millage to pay for the installation of fiber optic cable to provide broadband services to their residents. Smith noted they are currently conducting feasibility studies to determine the costs and if the studies are successful a millage proposal will be placed on the August 2<sup>nd</sup> ballot.

**D. Trustees' Report**

Faust reported a new grinder pump was installed at one of the Finkbeiner condominiums without Township inspection. Smith indicated he would follow up with Finkbeiner about having the Township inspect the installation of the new grinder pump.

**E. Written Reports**

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

**VI. PRIORITY BUSINESS**

**A. Approve Disbursements from April 8, 2016 to May 5, 2016**

**Smith moved to pay the monthly bills from the general and sewer funds in the total amount of \$42,348.69. Oliver seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.**

**B. Bemis Road Bridge**

Smith reported on the April 19<sup>th</sup> Bemis Road bridge meeting, and that the WCRC has agreed to do preliminary engineering to better determine the costs. Smith also reported the drain commission has indicated a willingness to contribute a third of the costs toward the project. **Smith moved that the Board is in favor of moving forward with the Bemis Road bridge replacement project with one third of funds coming each from WCRC, WCWRC, and Bridgewater and Freedom Townships. Oliver seconded the motion which was adopted unanimously.**

**C. WCRC 2016 Drainage Matching Funds**

**Fromhart moved to approve the 2016 Bridgewater Township Second Agreement with the Washtenaw County Road Commission for Township-wide Drainage Improvements. Oliver seconded the motion which was adopted unanimously.**

**D. Planning Commission Public Hearing, Ordinance Amendment**

Smith reported he placed this item on the agenda for informational purposes only and that the public hearing on the proposed zoning ordinance amendment is scheduled before the Planning Commission on May 9<sup>th</sup>.

**E. WWTP Air Valves**

Board discussed Tetra Tech's report regarding the location and condition of the air relief valves and agreed it was better to replace the valves instead of trying to repair them. Board also discussed the estimated costs to perform the work plus the cost of the valves.

**F. Auditor's Engagement Letter**

The Board noted the auditor's engagement letter didn't include a cost for services and agreed to defer the matter to next month. Fromhart indicated she would follow up with the auditor to obtain an updated letter with cost for services.

**G. Metro Act Right of Way Extension Permit**

**Fromhart moved to approve the Metro Act Right of Way Extension Permit. Faust seconded the motion. Motion carried with McQueer opposed.**

**VII. CITIZEN PARTICIPATION**

A resident asked the Board to explain the proposed funding agreements to replace the Bemis Road Bridge.

**VIII. ADJOURNMENT**

**Smith moved to adjourn the meeting at 8:25 p.m.**

Respectfully submitted,  
Laurie Fromhart  
Bridgewater Township Clerk

**BRIDGEWATER TOWNSHIP  
BOARD OF TRUSTEES MEETING  
MINUTES OF MEETING  
THURSDAY, JUNE 2, 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: 4

**II. CITIZEN PARTICIPATION**

There were no public comments.

**III. APPROVAL OF MINUTES**

**Smith moved to approve the May 5, 2016 meeting minutes as amended. Faust seconded the motion which was adopted unanimously.**

**IV. REVIEW AND APPROVE AGENDA**

**Fromhart moved to approve the agenda as amended with the addition of GS Materials LLC. Faust 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 April 2016.

**V. REPORTS AND CORRESPONDANCE**

**A. Treasurer's Report**

McQueer submitted a written report to the Board. McQueer provided several price quotes for a new entry door for the hall. McQueer also reported Scott Nelson's deed grants a driveway easement to the Rickert's property.

**B. Clerk's Report**

Fromhart submitted a written report to the Board. Fromhart also answered questions from the Board regarding the disqualification of a citizen for elected office.

**C. Supervisor's Report**

Smith reported he contacted Finkbeiner about his grinder pump being installed without a Township inspection. Faust reported contractor Community Service installed the grinder pump. After a brief discussion the Board agreed it was necessary for the Township to inspect the grinder pump installation to ensure it was done properly and directed the Supervisor to notify Finkbeiner accordingly.

**D. Trustees' Report**

Faust reported a rebuilt grinder pump failed within a month due to bad bearings. Oliver reported a resident expressed interest in purchasing a Township cemetery plot. Oliver also reported a resident praised the Township for maintaining good roads and that District Foreman Rourke Freeman recommended Neblo, Hack, Willow, and Hogan Roads for drainage improvements.

**E. Written Reports**

Board packets included reports from the Assessor, Zoning Administrator, and Planning Commission. The Board discussed the Zoning Administrator's report regarding the current status of Lupascu's property.

**VI. PRIORITY BUSINESS**

**A. Financials, Approve Disbursements from May 6 through June 2, 2016**

Oliver moved to pay the monthly bills from the general and sewer funds in the total amount of \$21,414.61. Smith seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**B. WWTP Collection System Contract**

Fromhart moved to approve the Fonson Company Inc., proposal for Replacement of Air Relief Valves in the amount of \$11,900. Faust seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**C. Zoning Ordinance Amendment**

McQueer moved to approve Zoning Ordinance Amendment #67-1 as recommended by the Planning Commission. Fromhart seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**D. Bemis Road Petition Approval**

Smith reported the Township must first petition the WCWRC for the improvements to the J.J. Knapp drain and will be responsible for an assessment at large for a percentage of the total costs of the proposed work. Smith also reported the road culvert replacement of the J.J. Knapp Drain crossing at Bemis Road will be assessed 17% each to Bridgewater and Freedom Townships and 66% to the County Road Commission. Oliver moved to approve the Resolution Regarding the J.J. Knapp Drain. McQueer seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed. Fromhart moved to approve the petition for maintenance and improvement of the J.J. Knapp Drain. McQueer seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**E. Manchester Fire Department Contract**

The Board noted the increase in the contract for the equipment fund and special housing fund due to rising costs. Fromhart moved to approve the Manchester Township Fire/Rescue Protection Contract for three years from July 1, 2016 through June 30, 2019. Smith seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**F. MTA Dues**

Smith moved to approve the MTA annual membership and dues. Faust seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**G. Cemetery Status**

McQueer reported on her cemetery research and consultations with the Township planner. After a brief discussion the Board agreed to pursue a study of the Bridgewater Center Cemetery. Oliver agreed to follow up with a company he knows to obtain a quote for ground penetrating radar work and survey of the cemetery.

**H. Engagement Letter**

McQueer moved to approve Phillip Rubley CPA engagement letter for the audit of the Township's

financial statements. Oliver seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver yes, Smith yes. Motion passed.

**I. WWRA Resolution**

McQueer moved to approve the Resolution for Western Washtenaw Recycling Authority Added Operation Fee for New Dwelling Units. Fromhart seconded the motion. Roll Call Vote: Faust yes, Fromhart yes, McQueer yes, Oliver no, Smith no. Motion passed.

**J. Disqualification of Citizen for Elected Office**

The Supervisor noted this was addressed under the Clerk's report and that the Board was satisfied with the Clerk's explanation regarding the reason for disqualification.

**K. GS Materials, LLC**

The Board discussed a concerned neighbor's letter and photographs that were submitted to the Board last month regarding GSM's gravel pit operation. Fromhart reported she attended the Planning Commission site visit on May 7<sup>th</sup> and that the pile of soil that was covered with plastic had been covered up with dirt. Fromhart recommended the Township obtain an independent sampling of the soil and have it tested for any possible contaminants. Fromhart reported GS Materials claims the soil was contaminated from Pelts' generator that was used for irrigation and that they dug it up and sealed it. Fromhart noted this was never disclosed to the Township or documented in any of their reports or recent application. The Board also discussed the issue of whether the Township has proper permission from the property owner for expanded operations and agreed to seek the Township attorney's opinion on the matter. **Fromhart moved to have the Township obtain an independent sample of the soil covered with plastic on the Crego Pelts parcel per the terms of Ordinance 59. Oliver seconded the motion which was adopted unanimously. Fromhart moved to obtain an opinion from the Township attorney to determine the authenticity of the power of attorney as permission from the property owner for approval of GS Materials LLC expanded operations. McQueer seconded the motion which was adopted unanimously.** Smith indicated he would contact Tokar tomorrow to direct GSM not to move or touch the pile of soil so the Township can have an independent lab sample and test it.

**VII. CITIZEN PARTICIPATION**

There were no public comments.

**VIII. ADJOURNMENT**

McQueer moved to adjourn the meeting at 9:59 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

June 3, 2016

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

Dear Mr. Smith,

Attached you will find the May 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 38 calls for service for the month of May. Of the 38 calls the Michigan State Police responded to 14. The Sheriff Office responded to 5 calls, 19 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.

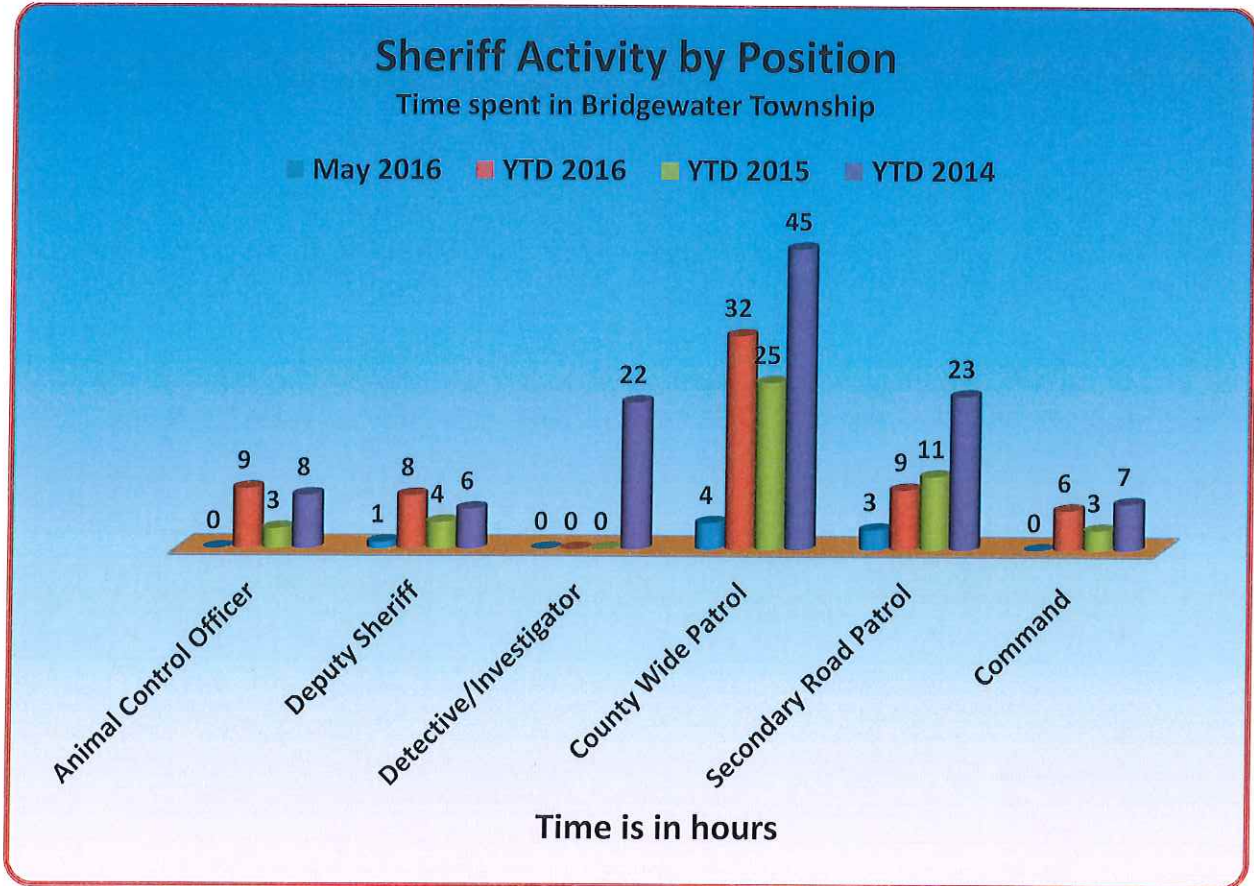
Respectfully,

Lisa King  
Lieutenant Western Operations





**Washtenaw County Sheriff's Office**  
**Bridgewater Township Services—May 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.

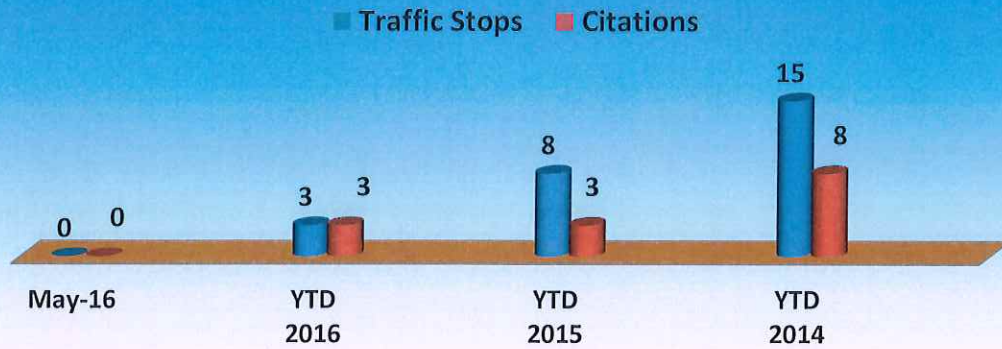
**Secondary Road Patrol:** A partially funded grant to provide traffic enforcement on secondary roads throughout the County. Respond to and investigate traffic related incidents on secondary roads. On call investigators for serious injury and fatal motor vehicle crashes.

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



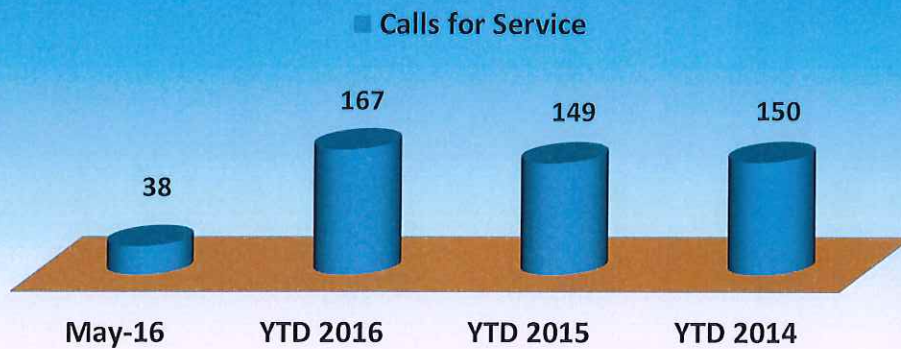
**Washtenaw County Sheriff's Office**  
**Bridgewater Township Services—May 2016**

**Traffic Enforcement--Bridgewater Township**



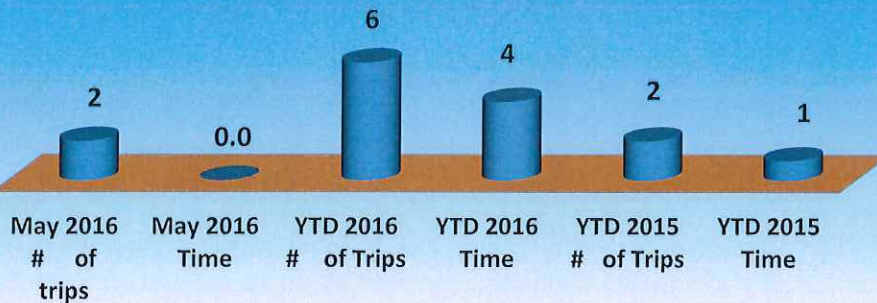
**Bridgewater Township Calls for Service**

Includes WCSO & MSP



**Contract Deputies into Bridgewater Township**

Manchester-Lodi Deputies



Time is in hours

## Treasurer's Report 07/07/2016

### **Banking**

Banking reconciliations for all Township accounts for the month of June were completed and distributed to all board members. Copies of all bank statements were given to the Clerk. There were no deficiencies noted.

### **Settlement**

At this time I have received our settlement payment from the County. I have deposited the funds in the general and sewer fund banking accounts.

### **Sewer O/M**

I have sent out paper statements to all customers with accounts past due more than 90 days.

### **Summer 2016 Tax Billing**

The summer 2016 tax bills have been mailed. I have started to receive payments. I have included the summer 2016 adjust tax roll with this report.

Respectfully submitted,

Michelle McQueer

Bridgewater Township Treasurer

# Bridgewater Township

## Zoning Administrator Report

June 2016

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

During this month, the following zoning compliance certificate 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 – Ron & Janice Rabb (11665 Bemis Rd., Manchester).** Application for approval of the construction of a new dwelling (replacement for an existing dwelling that has been demolished), which conforms to all applicable Zoning Ordinance requirements. Approved 6/14/2016.
- 2. Zoning Compliance Certificate – Eric & Karen Poet (9149 Austin Rd., Saline).** Application for approval of the installation of an 8'x12' chicken coop and enclosure in the rear yard to keep up to eight (8) adult hens only, which conforms to the recently adopted amendments to the Zoning Ordinance (Ord. No 67-1). Approved 6/24/2016.
- 3. Zoning Compliance Certificate – Crown Castle (11485 Sheridan Rd., Manchester).** Application for approval of alterations to an existing cell tower (antennae upgrades/replacement). An administrative zoning permit is required for this activity per Section 11.38C (Type of Review Required). The tower owner is currently in the process of preparing a plan for correction of ordinance deficiencies on the site related to screening, which should be available in early July. In process.
- 4. Zoning Compliance Certificate – Kevin & Cindy Ward (12674 Clinton Rd., Clinton).** Application for approval of a new 27' above-ground pool in the front yard. An administrative zoning permit is required for this accessory structure per Section 6.04 (Swimming Pools). An email request was sent on 6/30/2016 for some additional information (the plans were incomplete), and to request an adjustment to the pool's location to conform to the minimum 30-foot side yard setback requirement. In process.

### Ordinance enforcement, administration and other information:

- 5. 8844 Willow Rd. (Lupascu) – outdoor storage of semi-trucks and trailers in the AG District.** The property owners have received multiple notices regarding inoperable vehicles, junk, and semi-trucks/trailers unlawfully stored outside. During a 6/28/2016 site visit, we counted two semi-trailers from the road right-of-way, but also noted that at least one junk vehicle had been recently removed from the yard.
- 6. Telephone calls and emails.** Received several telephone calls and emails from residents, realtors, and property owners, seeking information regarding zoning requirements for a new homes, non-farm keeping of farm animals in the AG District, digging a residential pond, and driveway access issues related to the existing home at 9088 Austin Rd.

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



VII. Old Business

- A. None

VIII. New Business

A. GSM site visit

- Cal Messing gave a short description of the guided tour at GSM's facility, including a description of the poor quality topsoil that is available as well as the pile of soil covered by plastic on the Peltes property. Chip Tokar will be having an analysis done on the likely fuel contaminated soil and put it into the annual report

IX. Communications

A. Report from Zoning Administrator – Rodney Nanney

- A report was provided and is on record

B. Report on 7-Apr-16 Board of Trustees meeting – Ron Smith

- A report was provided and is on record

X. Informational Items

- None

XI. Public Comment

- None

XII. Adjournment

- Next planning commission meeting is 13-Jun-16 at 7:00 P.M.
- Motion to adjourn – Tom Wharam
- Second to motion – Mark Iwanicki
- Vote – unanimous

Meeting adjourned at 8:23 P.M.

I. 11-Jun-16 meeting called to order 7:05 P.M. by Dave Horney

II. Roll Call

Cal Messing	Dave Horney	Mark Iwanicki
Ron Smith	Tom Wharam	

III. Citizen Participation

- None

IV. Review and Approve Agenda

- Motion to approve the agenda as presented – Tom Wharam
- Second to motion – Dave Horney
- Vote – unanimous

V. Approval of Minutes

- Motion to approve minutes from 9-May-16 as corrected – Dave Horney
- Second to motion - Mark Iwanicki
- Vote – unanimous

VI. Public Hearings

A. None

VII. Old Business

A. None

VIII. New Business

A. Master Plan – status of implementation

- Rodney Nanney suggested that we review the Master Plan about once a year
- Ron Smith is concerned about the minimum parcel size; should do a study to view build out; has changed due to removal of flag lots and number of land divisions
- Could set up quarter-quarter for lots with X number of lots per quarter section
- Could raise the minimum lot size
- Ron Smith is concerned about the new federal fair housing law that allows anyone to live anywhere, regardless of income
- This has the potential to have Bridgewater Township grow quickly because people want to move away; the planning commission should look at how to address this in the master plan
- The planning commission should look at internet access for the township; there was talk of public and private towers as well as fiber optic cable
- The gravel roads cannot handle the additional traffic if get a large influx of people
- Rodney Nanney said that could set up different lot sizes based upon type of road
- Rodney Nanney explained a little bit about how the fair housing law works
- Rodney Nanney mentioned intersection improvements
- Rodney Nanney will put together a short list of tactics that we take for the future for next month

B. Training – session for July

- Rodney Nanney had sent out an article for all to review

- Rodney Nanney will set up a planning commissioner refresher course for July meeting

IX. Communications

A. Report from Zoning Administrator – Rodney Nanney

- A report was provided and is on record

B. Report on 5-Jun-16 Board of Trustees meeting – Ron Smith

- A report was provided and is on record

X. Informational Items

- None

XI. Public Comment

- None

XII. Adjournment

- Next planning commission meeting is 11-Jul-16 at 7:00 P.M.
- Motion to adjourn – Dave Horney
- Second to motion – Cal Messing
- Vote – unanimous

Meeting adjourned at 8:44 P.M.



Type	Date	Num	Name	Split	Amount
Check	06/03/2016	autopay	Paychex	5215727 · Clerk supplies & expense	-133.29
Check	06/10/2016	autopay	Detroit Edison Company - 67-069A	5440852 · Street lighting	-309.43
Check	06/13/2016	autopay	Frontier	5265728 · Maintenance & Utilities	-94.19
Check	06/14/2016	autopay	Consumers Energy	5265728 · Maintenance & Utilities	-25.97
Check	06/29/2016	autopay	Detroit Edison Company	5265728 · Maintenance & Utilities	-27.48
Check	07/01/2016	autopay	Cardmember Service	2050 · Comerica - Clerk/Treasurer	-55.39
Check	07/07/2016	9313	Jon Way	maintenance	-460.00
Check	07/07/2016	9314	Donald N. Pennington	plannig consultant & zoning admin	-875.00
Check	07/07/2016	9315	The Sun Times	-SPLIT-	0.00
Check	07/07/2016	9316	The Sun Times	printing & publishing	-110.00
Check	07/07/2016	online	Paychex	payroll	-5,697.87
					<u>-7,788.62</u>

	<b>Apr 1 - Jul 7, 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
<b>Income</b>			
4402 · Property tax - operation	7,605	70,040	-62,435
4447 · Tax administration fee	1,797	26,000	-24,203
4448 · Tax collection fees	2,190	3,500	-1,310
4460 · Township permits	500	1,500	-1,000
4465 · Land division fees	275	0	275
4574 · Revenue sharing	19,381	127,547	-108,166
4601 · Fire charge collection	0	2,000	-2,000
4665 · Interest Income	29	1,500	-1,471
4672 · Other Income	779	2,000	-1,221
4675 · Metro Auth.-restricted to roads	0	2,000	-2,000
4690 · Mineral Extraction License Fees	0	1,000	-1,000
4700 · Election Reimbursement	0	2,500	-2,500
<b>Total Income</b>	<b>32,556</b>	<b>239,587</b>	<b>-207,031</b>
<b>Gross Profit</b>	<b>32,556</b>	<b>239,587</b>	<b>-207,031</b>
<b>Expense</b>			
<b>5101000 · Township Board</b>			
5101703 · Trustee salary	1,200	4,800	-3,600
5101727 · Township supplies & expenses	97	600	-503
5101770 · Conferences & Training	0	750	-750
<b>Total 5101000 · Township Board</b>	<b>1,297</b>	<b>6,150</b>	<b>-4,853</b>
<b>5171000 · Supervisor</b>			
5171703 · Supervisor Salary	3,902	15,607	-11,705
5171727 · Supervisor Expense	0	1,000	-1,000
<b>5209000 · Assessor</b>			
5209705 · Board of Review expenses	40	1,500	-1,460
5209805 · Assessor Wages	3,450	20,700	-17,250
5209810 · Assessor Expense	337	4,000	-3,663
<b>Total 5209000 · Assessor</b>	<b>3,827</b>	<b>26,200</b>	<b>-22,373</b>
<b>Total 5171000 · Supervisor</b>	<b>7,729</b>	<b>42,807</b>	<b>-35,078</b>
<b>5173000 · Other General Government</b>			
5173715 · Social Security	1,126	5,400	-4,274
5173801 · Attorney & Consulting Expenses	0	5,000	-5,000
5173802 · Audit fees	0	1,000	-1,000
5173803 · Board Transition Cost	0	1,000	-1,000
5173811 · Membership fees & dues	1,557	2,000	-443
5173890 · Newsletter (non-recyc)	0	250	-250
5173895 · Website Administrator	75	500	-425
5173912 · Insurance & Bonds	178	6,000	-5,822

	<b>Apr 1 - Jul 7, 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
5173955 · Miscellaneous	0	200	-200
<b>Total 5173000 · Other General Government</b>	<b>2,936</b>	<b>21,350</b>	<b>-18,414</b>
<b>5215700 · Clerk</b>			
5173900 · Printing & publishing	200	1,000	-800
5174810 · Deputy Clerk	281	1,000	-719
5191727 · Election expense	1,071	5,000	-3,929
5215703 · Clerk salary	4,053	16,214	-12,161
5215727 · Clerk supplies & expense	446	3,200	-2,754
<b>Total 5215700 · Clerk</b>	<b>6,051</b>	<b>26,414</b>	<b>-20,363</b>
<b>5253700 · Treasurer</b>			
5253701 · Tax Collection Expense	329	3,000	-2,671
5253703 · Treasurer salary	4,404	17,615	-13,211
5253704 · Deputy Treasurer Wages	0	1,000	-1,000
5253727 · Treasurer supplies & expenses	15	2,000	-1,985
<b>Total 5253700 · Treasurer</b>	<b>4,748</b>	<b>23,615</b>	<b>-18,867</b>
<b>5265000 · Building &amp; Grounds</b>			
5265728 · Maintenance & Utilities	1,166	4,000	-2,834
5265925 · Cemetery care	871	4,000	-3,129
5265980 · Building improvement & equipmen	2,319	4,000	-1,681
<b>Total 5265000 · Building &amp; Grounds</b>	<b>4,356</b>	<b>12,000</b>	<b>-7,644</b>
<b>5301800 · Public Safety</b>			
5339727 · Fire protection billing expense	21,779	50,000	-28,221
<b>Total 5301800 · Public Safety</b>	<b>21,779</b>	<b>50,000</b>	<b>-28,221</b>
<b>5400700 · Planning &amp; zoning</b>			
<b>5400701 · Planning</b>			
5400727 · Planning comm. wage & expense	930	4,000	-3,070
5400801 · PC Attorney Fees	0	500	-500
5400803 · Planning consultant - on-going	1,013	6,000	-4,987
<b>Total 5400701 · Planning</b>	<b>1,943</b>	<b>10,500</b>	<b>-8,557</b>
<b>5410726 · Zoning</b>			
5410704 · Land Division Processing Fees	400	1,500	-1,100
5410727 · Zoning ad.wage & expense	1,150	7,500	-6,350
<b>Total 5410726 · Zoning</b>	<b>1,550</b>	<b>9,000</b>	<b>-7,450</b>
<b>Total 5400700 · Planning &amp; zoning</b>	<b>3,493</b>	<b>19,500</b>	<b>-16,007</b>
<b>5440000 · Public works</b>			
5440846 · Road Improvements	0	30,000	-30,000

	<b>Apr 1 - Jul 7, 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
5440847 · Drains at large	0	4,000	-4,000
5440852 · Street lighting	911	3,200	-2,289
<b>Total 5440000 · Public works</b>	<b>911</b>	<b>37,200</b>	<b>-36,289</b>
5500000 · Contingencies	0	551	-551
<b>Total Expense</b>	<b>53,300</b>	<b>239,587</b>	<b>-186,287</b>
<b>Net Income</b>	<b>-20,744</b>	<b>0</b>	<b>-20,744</b>

Type	Date	Num	Name	Split	Amount
Check	06/09/2016	autopay	Frontier	Phone Service	-39.32
Check	06/28/2016	autopay	DTE Energy	Electricity	-1,279.82
Check	07/07/2016	1178	Faust Sand & Gravel, INC.	Grinder Pump repairs	-265.00
Check	07/07/2016	1179	Jon Way	Building & Grounds Maintenance	-220.00
Check	07/07/2016	1180	Tetra Tech Inc.	Engineer	-1,147.50
Check	07/07/2016	1181	Alexander Chemical Corporation	Chemicals	-903.50
Check	07/07/2016	1182	Village of Manchester	Plant Operator	-2,600.00
					<u>-6,455.14</u>

	<b>Bond - Sewer</b>		
	<b>Apr 1 - Jul 7, 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	0.00	0.00
Grinder Pump Reimb + 10%	0.00	0.00	0.00
Inspection Fee	0.00	0.00	0.00
<b>Total Connection Fees</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Customer Finance Charge	0.00	0.00	0.00
<b>Interest Income Master Account</b>			
Interest Income Checking	0.00	0.00	0.00
<b>Total Interest Income Master Account</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Operation Maintenance Income	0.00	0.00	0.00
Special Assessment Revenue	5,384.05	48,327.00	-42,942.95
<b>Total Income</b>	<u>5,384.05</u>	<u>48,327.00</u>	<u>-42,942.95</u>
<b>Gross Profit</b>	5,384.05	48,327.00	-42,942.95
<b>Expense</b>			
<b>Collection System</b>			
<b>Billing</b>			
Billing Clerk	0.00	0.00	0.00
Office Supplies	0.00	0.00	0.00
<b>Total Billing</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Forcemains -Flushing & Disposal	0.00	0.00	0.00
Grinder Pump repairs	0.00	0.00	0.00
Miss Dig Locator Service	0.00	0.00	0.00
WWTP Operations Committee	0.00	0.00	0.00
<b>Total Collection System</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Insurance	0.00	0.00	0.00
<b>Legal &amp; Professional</b>			
Audit	0.00	0.00	0.00
Engineer	0.00	0.00	0.00
Legal Fees	0.00	0.00	0.00
<b>Total Legal &amp; Professional</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Miscellaneous Expense	0.00	0.00	0.00
New Equipment	0.00	0.00	0.00
<b>Treatment Plant</b>			
Building & Grounds Maintenance	0.00	0.00	0.00
Chemicals	0.00	0.00	0.00

**Bond - Sewer**

	<u>Apr 1 - Jul 7, 16</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Diesel Fuel/Propane	0.00	0.00	0.00
Electricity	0.00	0.00	0.00
Equipment Repairs	0.00	0.00	0.00
Generator Maintenance Contract	0.00	0.00	0.00
NPDES Permit	0.00	0.00	0.00
Phone Service	0.00	0.00	0.00
Plant Operator	0.00	0.00	0.00
Sludge Handling & Disposal	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
<b>Total Treatment Plant</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Ordinary Income</b>	5,384.05	48,327.00	-42,942.95
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
Contingencies/Reserves	0.00	7,894.00	-7,894.00
<b>Washtenaw Cty Debt Svc</b>			
Accounting Charges	0.00	100.00	-100.00
Agent Fees	0.00	500.00	-500.00
Interest	2,467.50	4,583.00	-2,115.50
Principal	35,250.00	35,250.00	0.00
<b>Total Washtenaw Cty Debt Svc</b>	<u>37,717.50</u>	<u>40,433.00</u>	<u>-2,715.50</u>
<b>Total Other Expense</b>	<u>37,717.50</u>	<u>48,327.00</u>	<u>-10,609.50</u>
<b>Net Other Income</b>	<u>-37,717.50</u>	<u>-48,327.00</u>	<u>10,609.50</u>
<b>Net Income</b>	<u><u>-32,333.45</u></u>	<u><u>0.00</u></u>	<u><u>-32,333.45</u></u>

	Operation - Sewer		
	Apr 1 - Jul 7, 16	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Connection Fees</b>			
Easement Fee	250.00	0.00	250.00
Grinder Pump Reimb + 10%	8,566.00	0.00	8,566.00
Inspection Fee	150.00	0.00	150.00
<b>Total Connection Fees</b>	<u>8,966.00</u>	<u>0.00</u>	<u>8,966.00</u>
Customer Finance Charge	0.00	1,000.00	-1,000.00
<b>Interest Income Master Account</b>			
Interest Income Checking	11.95	0.00	11.95
<b>Total Interest Income Master Account</b>	<u>11.95</u>	<u>0.00</u>	<u>11.95</u>
Operation Maintenance Income	25,600.00	100,800.00	-75,200.00
Special Assessment Revenue	0.00	0.00	0.00
<b>Total Income</b>	<u>34,577.95</u>	<u>101,800.00</u>	<u>-67,222.05</u>
<b>Gross Profit</b>	34,577.95	101,800.00	-67,222.05
<b>Expense</b>			
<b>Collection System</b>			
<b>Billing</b>			
Billing Clerk	156.00	1,200.00	-1,044.00
Office Supplies	0.00	200.00	-200.00
<b>Total Billing</b>	<u>156.00</u>	<u>1,400.00</u>	<u>-1,244.00</u>
Forcemains -Flushing & Disposal	0.00	1,000.00	-1,000.00
Grinder Pump repairs	1,824.70	10,000.00	-8,175.30
Miss Dig Locator Service	2,000.00	2,500.00	-500.00
WWTP Operations Committee	0.00	1,200.00	-1,200.00
<b>Total Collection System</b>	<u>3,980.70</u>	<u>16,100.00</u>	<u>-12,119.30</u>
Insurance	1,097.64	1,300.00	-202.36
<b>Legal &amp; Professional</b>			
Audit	0.00	150.00	-150.00
Engineer	1,905.00	1,500.00	405.00
Legal Fees	0.00	2,000.00	-2,000.00
<b>Total Legal &amp; Professional</b>	<u>1,905.00</u>	<u>3,650.00</u>	<u>-1,745.00</u>
Miscellaneous Expense	0.00	25.00	-25.00
New Equipment	0.00	10,000.00	-10,000.00
<b>Treatment Plant</b>			
Building & Grounds Maintenance	385.00	2,000.00	-1,615.00
Chemicals	1,807.00	4,000.00	-2,193.00



**Operation - Sewer**

	<b>Apr 1 - Jul 7, 16</b>	<b>Budget</b>	<b>\$ Over Budget</b>
<b>Diesel Fuel/Propane</b>	0.00	1,000.00	-1,000.00
<b>Electricity</b>	3,839.48	15,000.00	-11,160.52
<b>Equipment Repairs</b>	536.00	7,500.00	-6,964.00
<b>Generator Maintenance Contract</b>	0.00	1,200.00	-1,200.00
<b>NPDES Permit</b>	0.00	2,000.00	-2,000.00
<b>Phone Service</b>	118.17	400.00	-281.83
<b>Plant Operator</b>	7,800.00	31,200.00	-23,400.00
<b>Sludge Handling &amp; Disposal</b>	0.00	3,500.00	-3,500.00
<b>Supplies</b>	0.00	300.00	-300.00
<b>Total Treatment Plant</b>	<u>14,485.65</u>	<u>68,100.00</u>	<u>-53,614.35</u>
<b>Total Expense</b>	<u>21,468.99</u>	<u>99,175.00</u>	<u>-77,706.01</u>
<b>Net Ordinary Income</b>	13,108.96	2,625.00	10,483.96
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
<b>Contingencies/Reserves</b>	0.00	2,625.00	-2,625.00
<b>Washtenaw Cty Debt Svc</b>			
<b>Accounting Charges</b>	0.00	0.00	0.00
<b>Agent Fees</b>	0.00	0.00	0.00
<b>Interest</b>	0.00	0.00	0.00
<b>Principal</b>	0.00	0.00	0.00
<b>Total Washtenaw Cty Debt Svc</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Other Expense</b>	<u>0.00</u>	<u>2,625.00</u>	<u>-2,625.00</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>-2,625.00</u>	<u>2,625.00</u>
<b>Net Income</b>	<u><u>13,108.96</u></u>	<u><u>0.00</u></u>	<u><u>13,108.96</u></u>

## SERVICES AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between:

Bridgewater Township, a Michigan municipal corporation ("TOWNSHIP")

Whose address is: 10990 Clinton Rd, Manchester, MI 48158

and

\_\_\_\_\_  
("CONTRACTOR").

Whose address is: \_\_\_\_\_

In consideration of the mutual promises herein contained, the TOWNSHIP and CONTRACTOR agree as follows:

### 1. SERVICES

- a) During the term of this Agreement, CONTRACTOR will use its best efforts to provide services to the TOWNSHIP as set forth in Schedule A which is attached hereto and incorporated by reference herein (the "Services").
- b) CONTRACTOR shall appoint qualified personnel to perform the Services on behalf of the TOWNSHIP. CONTRACTOR shall require that such personnel conduct themselves in a professional manner at all times and comply with all laws, regulations, rules, standards, and codes of federal, state, and local governments applicable to the Services. If any personnel appointed by CONTRACTOR to perform the Services does not meet one or more of the requirements set forth in this Agreement, or is otherwise unsatisfactory to the TOWNSHIP, at the TOWNSHIP's request, CONTRACTOR shall replace such individual with an employee, agent, or representative of CONTRACTOR capable of performing the Services in accordance with the requirements set forth in this Agreement.
- c) CONTRACTOR's employees, agents, and/or representatives shall observe and comply with the TOWNSHIP's work rules, safety, and environmental procedures, and standard practices governing the conduct of the TOWNSHIP's own employees.
- d) CONTRACTOR shall provide such Services as the TOWNSHIP requests from time to time. CONTRACTOR shall undertake no work on any project without the prior written approval of the TOWNSHIP.

### 2. TERM OF AGREEMENT

The Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

### **3. BILLING AND PAYMENT**

- a) Unless otherwise agreed in writing, the TOWNSHIP shall pay CONTRACTOR for actual services performed by CONTRACTOR hereunder and materials used in connection with the Services at the rates set forth in Schedule A, attached hereto and made a part hereof. the TOWNSHIP and CONTRACTOR may also, from time to time, agree in writing to a fixed sum payment for specific projects that shall be described more fully in Statements of Work to be developed and executed by an authorized representative of each party.
- b) CONTRACTOR shall, when approved in advance by the TOWNSHIP in writing, be reimbursed for reasonable expenses incurred in connection with the Services performed hereunder.
- c) CONTRACTOR shall invoice the TOWNSHIP when work is complete.
- d) Each invoice submitted by CONTRACTOR will:
  - i) Provide complete supporting detail, including the Services, dates of services, per schedule A.
  - ii) Identify the task and completion date if any project(s) or task(s) under this Agreement is based upon a fixed sum payment.
- e) CONTRACTOR shall be paid in accordance with payment terms of Net 30 days.

### **4. INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR hereby covenants and agrees to indemnify, defend, and hold harmless the TOWNSHIP, its affiliates, directors, officers, employees, and agents, against and from any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and other investigation and defense costs and expenses) attributable to:

- a) Claims of damage or destruction of real or personal property and/or personal injury to, or death of, any person, including but not limited to injury, death, or damages to CONTRACTOR, its employees, agents, and/or property, to the TOWNSHIP, its employees, agents, and/or property, and to third parties, to the extent that such claims arise out of or relate to the negligent acts or omissions or intentional misconduct of CONTRACTOR's employees or agents while on the premises of the TOWNSHIP.
- b) The failure of CONTRACTOR to perform or comply with the terms and conditions of this Agreement;
- c) The acts or omissions of CONTRACTOR under this Agreement; or

- d) The failure of CONTRACTOR to comply with the federal, state, and local laws, regulations, standards, rules, and codes applicable to the Services performed under this Agreement.

## **5. PUBLICITY**

CONTRACTOR shall not, without the prior written consent of the TOWNSHIP, in any manner advertise or publish the fact that the TOWNSHIP has entered into this Agreement with CONTRACTOR.

## **6. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR may not assign or delegate its obligations under this Agreement without the TOWNSHIP's prior written consent. In particular, the performance of the Services shall not be delegated, subcontracted, in whole or in part, or assigned without, in each case, the prior written consent of the TOWNSHIP. Notwithstanding the foregoing, in the event that the TOWNSHIP consents to any such delegation, subcontracting, or assignment in writing, CONTRACTOR understands and agrees that CONTRACTOR shall not be relieved of any of its obligations for performing the Services under this Agreement.

## **7. TERMINATION**

- a) *Without cause.* the TOWNSHIP shall have the right to terminate all or any part of this Agreement at any time and for any reason, without cause, upon written notice to CONTRACTOR. In event of termination by the TOWNSHIP of all or any part of this Agreement without cause, any termination claim must be submitted by CONTRACTOR to the TOWNSHIP within thirty (30) days after the effective date of termination. The provisions of this subparagraph shall not limit or affect the right of the TOWNSHIP to terminate this Agreement for cause and shall not apply to a termination by the TOWNSHIP for cause.
- b) *With Cause.*
  - i) In addition to any other right or remedy provided by this Agreement or by law, the TOWNSHIP shall may terminate this agreement with cause, by facsimile, electronic, or other written notice to CONTRACTOR, if CONTRACTOR fails to make perform the contract services or otherwise fails to observe or comply with any of the other instructions, terms or conditions of this Agreement or in the event of any proceedings by or against CONTRACTOR in bankruptcy or insolvency or the appointment of a receiver or trustee or an assignment for the benefit of creditors.
  - ii) In the event of termination by the TOWNSHIP for cause, (a) the TOWNSHIP's only obligation shall be to pay CONTRACTOR for

Services actually performed and directly related expenses approved in accordance with Section 3(b) above and incurred prior to termination; and (b) the TOWNSHIP may procure Services elsewhere on such terms or in such manner as the TOWNSHIP may deem appropriate and CONTRACTOR shall be liable to the TOWNSHIP for any excess cost or other expenses incurred by the TOWNSHIP. the TOWNSHIP may require a financial statement from CONTRACTOR at any time during the term of this Agreement for the purpose of determining CONTRACTOR's financial responsibility.

- c) Upon termination of this Agreement by the TOWNSHIP for any reason, whether with or without cause, CONTRACTOR shall promptly return any and all the TOWNSHIP property to the TOWNSHIP.

## **8. CHANGES**

The terms of this contract may not be altered, amended, or otherwise changed except by written agreement signed by both parties.

## **9. COMPLIANCE WITH LAWS**

The Services shall be in compliance with all applicable U.S. laws, regulations, standards, rules, and codes, including, but not limited to, holding any and all governmental authorities, permits, licenses, ratings, and/or registrations applicable to the Services and complying with all federal, state, and local laws, regulations, ordinances, rules, and codes governing environmental matters, toxic substances, and health and safety in the workplace, including but not limited to compliance with the Occupational Safety and Health Act, whether now existing or hereafter enacted, promulgated, or arising, together with accepted industry standards applicable to the Services. Should any applicable permits, licenses, ratings, and/or registrations be revoked, suspended, or otherwise amended or terminated, CONTRACTOR agrees to promptly notify the TOWNSHIP.

## **10. INSURANCE**

- a) *Liability Insurance.* CONTRACTOR shall carry Comprehensive General Liability Insurance which does not contain a professional liability exclusion (including Products and Contractual Liability), with minimum limits of \$1,000,000, and Automobile Liability with minimum limits of \$1,000,000 in such form as to protect the TOWNSHIP, its directors, officers, agents, and employees as additional insureds, from any claims or damages for bodily injury, including death, and any damage to property which may arise from acts or omissions of CONTRACTOR under this Agreement. CONTRACTOR shall furnish the TOWNSHIP with a certificate of insurance evidencing the limits of liability set forth herein and naming the TOWNSHIP as an additional insured. Such insurance shall be primary and non-

contributing to any insurance maintained or obtained by the TOWNSHIP and shall not be canceled or materially reduced without thirty (30) days prior written notice to the TOWNSHIP.

- b) *Worker's Compensation.* CONTRACTOR shall carry Worker's Compensation Insurance for all of its employees and shall furnish the TOWNSHIP with a certificate of insurance evidencing such coverage. CONTRACTOR agrees to waive any rights of subrogation CONTRACTOR or CONTRACTOR's insurers may have against the TOWNSHIP under the applicable Worker's Compensation Law.

## **11. PERFORMANCE STANDARDS AND WARRANTY**

- a) CONTRACTOR shall perform the Services in a professional, efficient manner, safe, and workmanlike manner and warrants that it has the capability, experience, and means required to perform the Services required by this Agreement. All Services hereunder shall be performed with care, skill, and diligence by employees, agents, or representatives of CONTRACTOR who are experienced and skilled in their profession and in accordance with the highest applicable industry standards currently recognized by CONTRACTOR's profession. CONTRACTOR shall be responsible for the professional quality, completeness, and coordination of all Services furnished hereunder, and any reports prepared in connection therewith. If CONTRACTOR fails to meet any applicable professional standards, CONTRACTOR shall, upon the TOWNSHIP's request and without additional compensation, correct or revise any errors or deficiencies in the Services, and/or any reports, provided hereunder. In addition, CONTRACTOR will reimburse the TOWNSHIP for all reasonable losses, costs, and damages caused by such nonconforming Services. Without limiting the foregoing, CONTRACTOR agrees that it will not directly or indirectly pay, offer, or authorize payment of anything of value (whether in the form of compensation, gifts, contributions, or otherwise to any person or organization contrary to applicable laws.
- b) CONTRACTOR shall provide its employees, agents, and/or representatives who perform the Services with materials, tools, and equipment necessary to perform the Services. Such materials, tools, and equipment shall meet the highest standard of quality established by well-managed service providers in CONTRACTOR's industry and shall be fit and sufficient for the purpose of carrying out the Services. All chemicals used by CONTRACTOR shall be non-hazardous and meet all environmental, health, and safety laws, regulations, rules, and standards applicable to such materials, equipment, and tools and CONTRACTOR shall be fully responsible for the disposal of any such materials, equipment, and tools in accordance with applicable U.S. federal, state, and local laws, regulations, standards, rules, and codes.

**12. RECORDS**

The TOWNSHIP shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions related to this Agreement.

**13. DISPUTES**

Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings in the courts of Washtenaw County, Michigan. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, CONTRACTOR shall proceed diligently with the performance of this Agreement in accordance with the decision of the TOWNSHIP.

**14. RELATIONSHIP OF THE PARTIES**

CONTRACTOR and the TOWNSHIP are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. CONTRACTOR personnel performing services on behalf of the TOWNSHIP are employees, agents, and/or representatives of CONTRACTOR and have no employment status, whether express or implied, with the TOWNSHIP. CONTRACTOR will be responsible for all acts and omissions of its employees, agents and/or representatives in conjunction with the provision of the Services provided under this Agreement.

**15. FORCE MAJEURE**

A delay or failure by either party to perform its obligations under this Agreement will be excused, and will not constitute a default or cause for termination, only if (i) caused by an event or occurrence beyond the reasonable control of that party and without its fault or negligence, and (ii) the party unable to perform gives notice of the non-performance (including its anticipated duration) to the other party promptly after becoming aware that it has occurred or will occur. If CONTRACTOR is unable to perform for any reason under this Section, the TOWNSHIP may purchase Services from other sources. Within three (3) business days after written request from the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance exceeds thirty (30) days, the other party may terminate this Agreement by notice given to the non-performing party before performance resumes.

**16. GOVERNING LAW**

This Agreement shall be construed in accordance with the substantive laws of the State of Michigan in all respects without regard to the conflict of laws provisions thereof.

**17. ENTIRE AGREEMENT**

This Agreement, together with any attachment incorporated herein by reference, form the entire agreement between the parties with respect to the Services and no modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the TOWNSHIP and CONTRACTOR. Any agreements, negotiations, or understandings between the parties prior to the date of this Agreement, whether written or oral, are merged herein and superseded hereby. Reference in this Agreement to any CONTRACTOR document does not imply acceptance of any terms and conditions therein, which, if in addition to, conflicting with, or inconsistent with the terms and conditions contained herein, shall not be part of the agreement between the parties. In the event of a conflict between the TOWNSHIP's General Terms and Conditions and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and control.

**18. SEVERABILITY**

If any paragraph, subparagraph, sentence, or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the Agreement as a whole or of any paragraph, subparagraph, sentence or clause hereof not so adjudged.

**19. NO WAIVER**

No failure on the part of either party to exercise any remedy or right and no delay in the exercise of any remedy or right shall operate as a waiver thereof.

**20. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but both of which taken together shall constitute but one and the same document. Signatures may be exchanged by facsimile and electronically and each party agrees to be bound by its own telecopied or electronically submitted signature and to accept the telecopy or electronic signature of the other party.

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

TOWNSHIP OF BRIDGEWATER

CONTRACTOR



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By:  
Title: Township Clerk

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By:  
Title:

**Schedule A**  
**SCOPE OF WORK**