

**BRIDGEWATER TOWNSHIP
BOARD OF TRUSTEES MEETING
THURSDAY, NOVEMBER 1, 2018
7:00 P.M.
AGENDA**

- I. CALL TO ORDER / PLEDGE ALLEGIANCE
- II. CITIZEN PARTICIPATION
- III. APPROVAL OF BOARD MEETING MINUTES – OCTOBER 4, 2018
- IV. REVIEW AND APPROVE AGENDA
- V. UNFINISHED BUSINESS
 - A. Junk Ordinance Enforcement – Approve Contractor for Property Clean-Up at 12460 E. Michigan Ave. (Samuels)
- VI. NEW BUSINESS
 - A. Financials, Approve Disbursements from October 1, 2018 – October 31, 2018
 - B. PA 116 Applications - Scott & Katherine Finkbeiner
 - C. WWTP Generator Radiator Replacement
 - D. Allocated Operation Millage Discussion
- VII. REPORTS & CORRESPONDANCE
 - A. Public Safety Report – Written report from Sheriff’s Department
 - B. Supervisor’s Report
 - C. Assessor’s Report
 - D. Clerk’s Report
 - E. Treasurer’s Report
 - F. Trustees’ Report
 - G. Zoning Administrator’s Report – Written report from Rodney Nanney
 - H. Planning Commission Report – Minutes included in Board packet
 - I. Farmland Preservation Board Report – Minutes included in Board packet
- VIII. CITIZEN PARTICIPATION
- IX. ADJOURNMENT

Bridgewater Township Board of Trustees Minutes

I. CALL TO ORDER

4-Oct-18 meeting called to order by Supervisor Fromhart at 7:00 p.m. followed by the Pledge of Allegiance at Bridgewater Township Hall, 10990 Clinton Road, Manchester, MI.

Present: Trustee Faust; Trustee Fromhart; Trustee McQueer; Trustee Oliver, Trustee Wharam

Absent: None

Citizen attendance: 9

II. CITIZEN PARTICIPATION

- 2 people commented on last month's clerk's report re: election inspectors
- Harry Cross wants permission to pursue wounded animals that went onto the township property
- Shannon Beeman introduced herself as she is running for District 3 Washtenaw County Board of Commissioners

III. APPROVAL OF MINUTES

- Motion to approve the 6-Sep-18 meeting minutes as amended – Ms. Fromhart; support – Mr. Faust; vote – unanimous

IV. REVIEW AND APPROVE AGENDA

- Motion to approve the agenda as presented – Ms. McQueer; support – Mr. Oliver; vote – unanimous

V. OLD BUSINESS

A. River Raisin Watershed Council Delegate Appointment

- Motion to appoint Ms. Fromhart as delegate - Ms. McQueer; support – Mr. Oliver; vote – unanimous

VI. NEW BUSINESS

A. Financials & Approve Disbursements

- Disbursements from 1-Sep-18 through 30-Sep-18 of \$51,870.44 for general operations and \$6,631.94 for sewer operations; for a total of \$58,502.38
- Motion to approve disbursements for a total of \$58,502.38 - Ms. Fromhart; support - Mr. Oliver; vote - unanimous

B. Land Conservation Consulting Services Proposal – Barry Lonik - Treemore Ecology & Land Services, Inc

- Dan McQueer gave a short description of the proposal to hire Land Conservation Consulting Services Proposal to assist Bridgewater residents look into conservation easements
- Estimated cost: \$3000.00
- Motion to approve up to \$3000.00 for the Treemore Ecology & Land Services, Inc proposal – Ms. Fromhart; support – Ms. McQueer; vote - unanimous

C. ZBA Appointment

- Motion to accept Will Riley's resignation from the ZBA – Mr. Oliver; support – Mr. Faust; vote - unanimous
- Motion to approve Dan McQueer to fill a position on the ZBA through the end of the year – Ms. Fromhart; support – Mr. Faust; vote - unanimous

VII. REPORTS AND CORRESPONDENCE

A. Public Safety Report

- Report received and is on record

Bridgewater Township Board of Trustees Minutes

B. Supervisor's Report

- Response to state on deficiencies, no response as yet
- Dr. Samuels response deadline 10-Oct-18
- Hogan Rd culvert
- Gerkin annual report
- Contacted WCRC re: Bartlett Rd
- Bridgewater tile update
- Soil erosion update
- CCI excavating insurance certificate
- Have design for Kulenkamp headstone
- ACE Wireless Internet
- Barking dog complaint
- Motion to allow the supervisor to send a letter to allow hunters to pursue wounded animals on township property – Ms. McQueer; support Mr. Oliver; vote - unanimous

C. Assessor's Report

- A written report to the board and it is on record

D. Clerk's Report

- Should look into ordering larger quantities from Haviland since they charge us for small orders
- Found out that IT Right is not posting everything I send them. I will check into this.
- Completed the MML payroll audit on 19-Oct-18. I need sole proprietor forms for RN
- Is the hall a gun free zone? No

E. Treasurer's Report

- Ms. McQueer submitted a written report to the board and it is on record
- 4 people claimed they did not receive their tax bills
- Only 58 delinquent tax bills
- 3 more years for special assessment fees
- Motion to accept that property owners of vacant land that started paying the special assessment fee in 2004 includes sewer tap fees, grinder pump. The owner will pay for the cost of extending the sewer pipe – Ms. Fromhart; support – Ms. McQueer; vote - unanimous

F. Trustees' Report

- Trustee Faust:
 - Got 3 grinders and pump kits
 - Took 2 tubs to Finkbeiner
- Trustee Oliver:
 - None

G. Zoning Administrator's Report

- Mr. Nanney submitted a written report to the board and it is on record

H. Planning Commission

- Minutes were received and are on record

Bridgewater Township Board of Trustees Minutes

I. Farmland Preservation Board Report

- Minutes were received and are on record

VIII. CITIZEN PARTICIPATION

- None

IX. ADJOURNMENT

- Ms. Fromhart adjourned the meeting at 8:58 p.m.

DRAFT

Bridgewater Township Board of Trustees Minutes

I. CALL TO ORDER

6-Sep-18 meeting called to order by Supervisor Fromhart at 7:01 p.m. followed by the Pledge of Allegiance at Bridgewater Township Hall, 10990 Clinton Road, Manchester, MI.

Present: Trustee Faust; Trustee Fromhart; Trustee McQueer; Trustee Oliver, Trustee Wharam

Absent: None

Citizen attendance: 2

II. CITIZEN PARTICIPATION

- None

III. APPROVAL OF MINUTES

- Motion to approve the 2-Aug-18 meeting minutes as drafted –Mr. Oliver; support –Mr. Faust; vote – unanimous

IV. REVIEW AND APPROVE AGENDA

- Motion to approve the agenda as amended – Ms. Fromhart; support – Ms. McQueer; vote – unanimous

V. NEW BUSINESS

A. WATS 2019 Membership Dues

- Motion to approve the WATS membership dues of \$200.00 – Ms. McQueer; support – Mr. Oliver; vote – unanimous

B. Financials & Approve Disbursements

- Approve budget amendments
 - Add donation for clean-up day - \$63
 - Planning Commission conferences & training - \$500
 - Motion to approve above budget changes – Ms. McQueer; support – Mr. Wharam; vote - unanimous
- Disbursements from 1-Aug-18 through 31-Aug-18 of \$44,940.12 for general operations and \$6695.44 for sewer operations; for a total of \$51,635.56
- Motion to approve disbursements of a total of \$51,635.56 for 1-Aug-18 → 31-Aug-18 - Ms. Fromhart; support -Mr. Oliver; vote - unanimous

C. Department of Treasury Request for Improvement of Deficiencies & Corrective Action Plan

- Ms. Fromhart will send the state a letter of explanation

D. PA 116 Application

- Motion to approve PA 116 application for Mr. & Mrs. Wegner of 13208 Abel Rd. – Ms. Fromhart; support – Mr. Oliver; vote - unanimous

E. River Raisin Watershed Council Delegate Appointment

- Ms. McQueer will ask Mr. McQueer if he would be willing to be a delegate

F. Power Washing Proposals for Town Hall

- Motion to approve AAA Power Washing to clean town hall for \$499.00 - Ms. McQueer; support – Mr. Oliver; vote – unanimous

Bridgewater Township Board of Trustees Minutes

G. Request to Place Headstone Marker in Bridgewater Center Cemetery

- Motion to approve placement of headstone by Sharon Sachs for Mr. Elard Kulenkamp - Mr. Oliver; support – Ms. McQueer; vote - unanimous

VI. REPORTS AND CORRESPONDENCE

A. Public Safety Report

- Report received and is on record

B. Supervisor's Report

- Dr. Samuels filed a rebuttal to the Notice of Motion Hearing; Ms. Fromhart may attend hearing
- Mr. Geyer will be doing additional testing for phosphorous
- Dumping has been on the increase in the preserves
- Emergency hours for gravel pit were approved
- Suggestion for a newsletter; to be sent out with the December tax bill

C. Assessor's Report

- No report submitted

D. Clerk's Report

- 7-Aug-18 elections went smoothly; all inspectors were professional and courteous
- Two ~~former elections inspectors~~ voters tried to illegally vote twice; both absentee & in person; the incident has been reported to the county elections office
- Received and sent out info on the Bridgewater Village Tile
- Vershum complaint to Mi. Dept of Ag for Manure management practices is closed
- Sanfield Mazur complaint to Mi. Dept of Ag for Manure management practices is closed
- Arbor Professional Solutions; collection agency; charges 50% of contingency fee if cancel

E. Treasurer's Report

- Ms. McQueer submitted a written report to the board and it is on record

F. Trustees' Report

- Trustee Faust:
 - Request grinder tubs for Ron Finkbeiner;
 - Mr. Faust will order the tubs but Mr. Finkbeiner has to provide easements of record & pay for tubs
 - Ms. McQueer will send bill Mr. Finkbeiner
 - Motion for approve purchase of three grinder pump kits – Ms. Fromhart; support – Mr. Oliver; vote – unanimous
 - Ms. Fromhart will talk with Mr. Henes about flushing
- Trustee Oliver:
 - Two new culvert bridges in Manchester, ask for Roark prices
 - Under-the-road maintenance is being done on the Austin Rd. bridge

G. Zoning Administrator's Report

- Mr. Nanney submitted a written report to the board and it is on record

Bridgewater Township Board of Trustees Minutes

H. Planning Commission

- Minutes were received and are on record

I. Farmland Preservation Board Report

- Minutes were received and are on record

VII. CITIZEN PARTICIPATION

- Manchester is proposing new routes for trails

VIII. ADJOURNMENT

- Ms. Fromhart adjourned the meeting at 8:35 p.m.

APPROVED

352 S Howell St
Pinckney, MI, 48169
734 224 8540
bgoetz04@yahoo.com
Bandkjunkremoval.com

B&K JUNK REMOVAL

Estimate

For: Bridgewater Township
Bridgewaterwpsupervisor@yahoo.com

Estimate No: 182410
Date: 10/24/2018

Description	Quantity	Rate	Amount
Removal of all debris from premise	1	\$1,800.00	\$1,800.00
	Subtotal		\$1,800.00
	Includes TAX 0%		\$0.00
	Total		\$1,800.00
	Total		\$1,800.00

Comments

Premise at 12460 E. Michigan Ave Clinton Michigan, to be cleared of all outside trash and debris excluding yard waste. Quoted price is based on visible debris. Billing rate is \$20 per cubic yard non-hazardous waste \$3.00 per tire. Hazardous Waste, debris add to site after quote date, and motor vehicle(s) are not included in this quote. Motor vehicle(s) if applicable can be towed away by local tow company at expense of vehicles owner(s). Hazardous Waste and debris not present during first quote may require a requote or separate work order.



Compose

Back Archive Move Delete Spam

Estimate From Hampton Removal, LLC Yahoo/Inbox

Inbox 7

- Unread
- Starred
- Drafts
- Sent
- Archive
- Spam
- Trash
- Less

Views Hide

- Photos
- Documents
- Deals
- Purchases
- Groceries
- Travel
- Tutorials

Folders Hid

- New Folder
- Assessing
- Barbu Event Barn
- Bemis Rd Bridge
- Bridgewater Bank
- Bridgewater Commor
- Bridgewater Village T
- Broadband
- Cemetery
- CEO

no-reply@homeadvisor.com <no-reply@homeadvisor.com> Oct 26 at 12:29 PM
To: bridgewaterwpsupervisor@yahoo.com

Hampton Removal, LLC

Estimate Total: \$2,500.00

ESTIMATE # 11

Estimate Date: Oct 26, 2018

Laurie Fromhart
12460 E. Michigan Ave
Clinton, MI 49236

**Haul Waste, Junk, Debris and Building
Materials to the Dump**

Estimate Total: \$2,500.00

Questions or concerns?
Call us at 313-638-0412 or reply to this email.

Hampton Removal, LLC
4937 West Liberty Road
Ann Arbor, MI 48103



[Reply](#), [Reply All](#) or [Forward](#)



Compose

Back Archive Move Delete Spam

Zoning Administration report for October Yahoo/Inbox

Inbox

Unread

Starred

Drafts

Sent

Archive

Spam

Trash

Less

Views Hide

Photos

Documents

Deals

Purchases

Groceries

Travel

Tutorials

Folders Hid

New Folder

Assessing

Barbu Event Barn

Bemis Rd Bridge

Bridgewater Bank

Bridgewater Commor

Bridgewater Village T

Broadband

Cemetery

CEO

Rodney Nanney <rodney@buildingplace.net>

To: Laurie Fromhart - Supervisor

Cc: Michelle McQueer, Tom Wharam - Clerk, Don Pennington, Fred Lucas, Calvin

Laurie,

In anticipation of questions regarding the status of the Samuels property, we have elected to prepare our zoning administration report early. A copy of our report is attached. Included in the report are our most recent observations of the Samuels property and the status of his clean-up efforts.

Although he has made substantial progress over the past few weeks, the clean-up is still a long way from being done. As I noted in an earlier update, I would recommend that consideration of hiring a contractor to complete the clean-up project be included on the upcoming Twp. Board meeting agenda. It is possible that he may surprise us by finishing the work between now and then, but I am not expecting that he will. If it does happen, I will update the Board accordingly.

With regards to the question of visits by Township Board members, it is my understanding that the court order allows the Township to enter the property at any time for purposes of restoring the property to full compliance with Ordinance No. 37, and to inspect the property to verify ordinance compliance. If the Township Board is interested in viewing the property for themselves either before taking action on a clean-up contractor or closing the books on the case if Dr. Samuels does get the work done, I would recommend that it be scheduled during the 11/1/2018 meeting so that the Open Meetings Act requirements can be met.

Respectfully submitted,

Rodney C. Nanney
Zoning Administrator



2018-10 Bridgewater
735.4kB

Bridgewater Township

Zoning Administrator Report

October 2018

During this month, the following applications were received, reviewed, and acted upon. Also included is a summary of ordinance enforcement and administration activities, and additional information:

Zoning Compliance Certificates and Administrative Site Plan Approval:

1. **Zoning Compliance Certificate – Mazur (12727 Hogan Rd., Clinton).** Application for zoning approval for two (2) agricultural buildings to shelter horses constructed without the required zoning permit in the front yard area.

On October 8, 2018, the Zoning Board of Appeals approved a variance to allow the structures to remain in the front yard, finding that the request met the criteria for variance approval outlined in Section 17.08A of the Zoning Ordinance. The variance approval is contingent upon the owners taking action to adjust the location of the southernmost structure by about five (5) feet to fully comply with the minimum required 50.0 foot side yard setback for a horse shelter per Section 5.108 (Private..Stables).

This zoning permit was subsequently approved per the variance, and the owners are taking steps to relocate the structure as required.

2. **Zoning Compliance Certificate – Ryan Ernst (11700 Burmeister Rd., Manchester).** Application for zoning approval to construct a new, 30' x 80' "hoop barn" agricultural building in the rear yard. Approved.

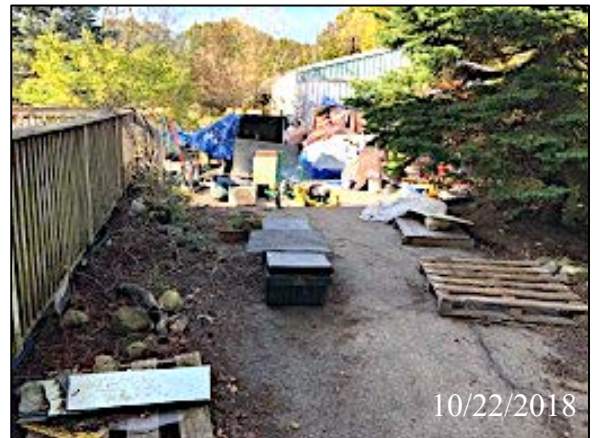
Ordinance Administration and Other Items of Interest:

3. **Telephone calls, emails, and meetings.** I received numerous telephone calls and emails seeking information regarding zoning districts for individual parcels, new home and pole barn construction, and allowable uses and dimensional standards for lots in the AG (General Agriculture) zoning district and in the Hamlet area.

Ordinance Enforcement:

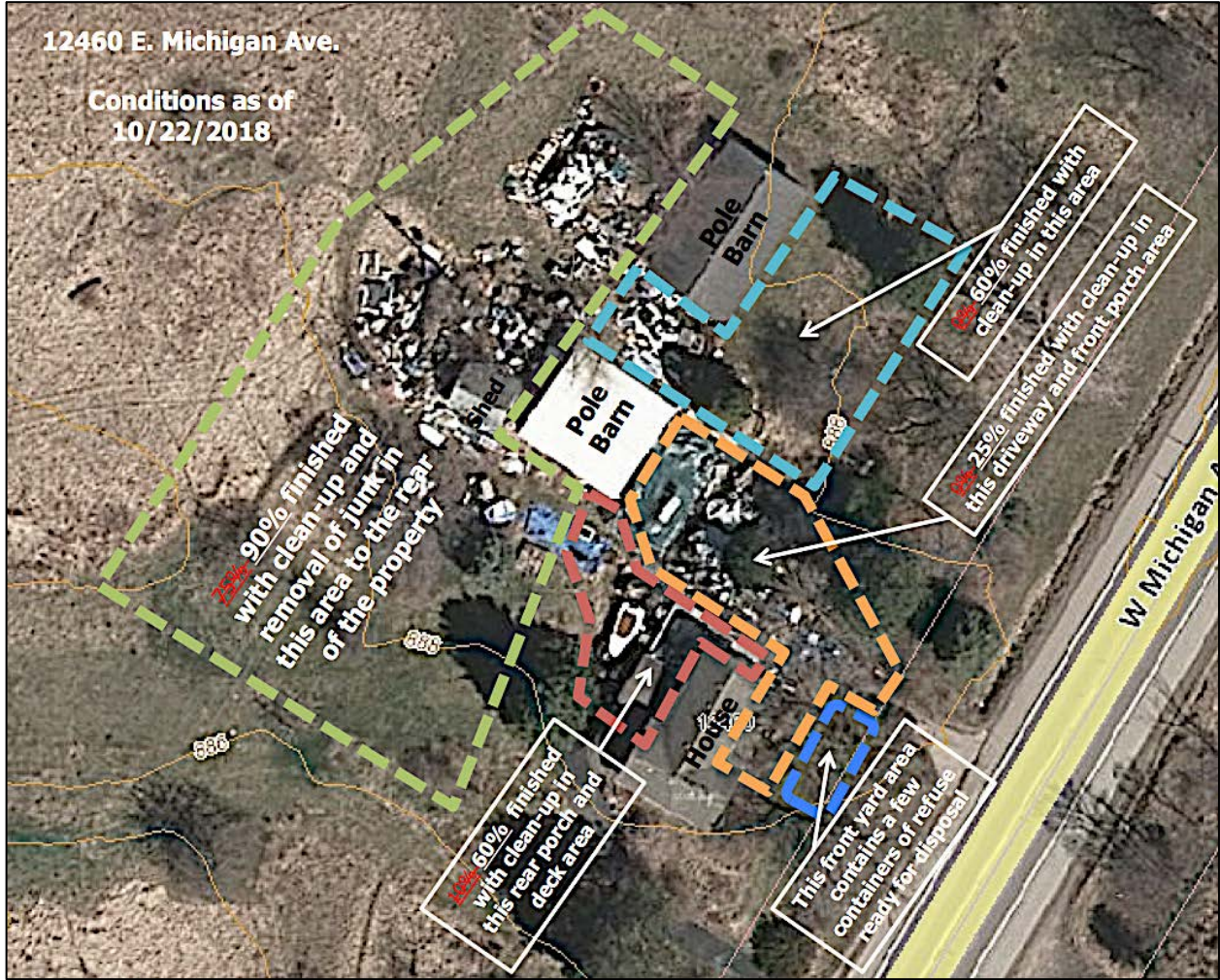
4. **11840 Hogan Rd. – complaint about excessive barking of kennel dogs.** During recent visits to the property at various hours as a follow up to the 9/19/2018 complaint from a neighbor, including daytime and late evening hours, I have not heard any barking from the dogs in the kennel. I will continue to check the property periodically for compliance with the kennel standards.

5. 12460 E. Michigan Ave., Clinton (Samuels) – outdoor storage of junk. Below is a photo comparison of key areas of this property between 8/9/2018 and 10/22/2018:



The aerial photo below was taken in 2015. During the clean-up process, Dr. Samuels has repeatedly moved materials around the site in a stated effort to organize materials for scrap, for indoor storage, and for removal from the property. He also has emptied and cleaned out the existing pole barns in preparation for moving things inside that he wishes to keep. As a result, the property has periodically looked worse than it did in 2015.

For reference purposes, we have updated our notes on the photo to indicate the current state and percentage of clean-up as observed during our October inspections. The ~~red strikethrough~~ percentage indicates the percentage complete on October 8, 2018, and the white underlined percentage indicates the corresponding percentage complete as of October 22, 2018 (the date of our most recent inspection):



Dr. Samuels requested a final inspection for 10/22/2018, but upon arrival I learned that he was not actually done (he offered the excuse of having lost his helper unexpectedly over the weekend). However, I did find significant progress, as noted in the aerial photo's notes. I would estimate that close to 50% of the material visible during my 10/8/2018 inspection has now been moved indoors or removed from the property. I will continue to monitor the property, and will update the Board again if he does manage to complete the clean-up in the coming days.

Otherwise, I would recommend that consideration of hiring a contractor to complete the clean-up project be included on the regular Twp. Board meeting agenda for November 1, 2018.

Bridgewater Township Monthly Expenses

Type	Date	Check #	Name	October 2018	Split	Amount	
Oct 18							
Bill	10/01/2018	9634	Beckett & Raeder	-SPLIT-		262.44	
Bill	10/19/2018	9634	Beckett & Raeder	-SPLIT-		353.75	Clerk: _____
Bill	10/01/2018	EFT	Cardmember Service	2050 · Comerica - Clerk/Treasurer		183.78	
Bill	10/25/2018	9635	Clayton and Mary Rider Assessing Service	-SPLIT-		1,882.39	Treasurer: _____
Bill	10/11/2018	EFT	Consumers Energy	5265728 · Maintenance & Utilities		14.47	
Bill	10/26/2018	EFT	Detroit Edison Company - Hall	5265728 · Maintenance & Utilities		68.61	
Bill	10/23/2018	EFT	Detroit Edison Company - Street Lights	5440852 · Street lighting		294.21	
Bill	10/25/2018	9636	Donald N. Pennington	-SPLIT-		2,490.00	
Bill	10/15/2018	EFT	Frontier	5265728 · Maintenance & Utilities		100.25	
Bill	10/05/2018	9637	Hart Intercivic, Inc.	5191727 · Election expense		33.00	
Bill	10/14/2018	9638	Jon Way	-SPLIT-		460.00	
Bill	10/24/2018	9643	Laurie Fromhart	5171727 · Supervisor Expense		56.68	
Bill	10/04/2018	9639	Lucas Law, PC	-SPLIT-		200.00	
Bill	10/12/2018	9639	Lucas Law, PC	5173801 · Attorney & Consulting Expenses		747.50	
Bill	10/22/2018	9640	Manchester Mirror	-SPLIT-		149.85	
Bill	10/30/2018	EFT	Paychex	-SPLIT-		6,169.10	
Bill	10/31/2018	EFT	Paychex_fees	5215727 · Clerk supplies & expense		144.71	
Bill	10/01/2018	9641	Village of Clinton	5339727 · Fire protection billing expense		6,500.00	
Bill	10/10/2018	9642	Washtenaw County Treasurer	5253727 · Treasurer supplies & expenses		15.64	
Oct 18						<u>20,126.38</u>	38,158.88

Oct 28, 2018
 Accrual Basis

Bridgewater Township Profit & Loss Budget vs. Actual April 2018 through March 2019

	Apr '18 - Mar 19	Budget	\$ Over Budget
Income			
Clean-up Day Grant	2,399	3,000	-601
Clean Up Donation	63	63	0
4402 · Property tax - operation	0	74,100	-74,100
4410 · Property Tax Adjustments	0	11	-11
4447 · Tax administration fee	10,888	29,300	-18,412
4448 · Tax collection fees	150	3,500	-3,350
4460 · Township permits	50	500	-450
4465 · Land division fees	700	500	200
4574 · Revenue sharing	45,656	137,216	-91,560
4600 · Collection Fee-Sewer Fund	0	1,400	-1,400
4601 · Fire charge collection	9,430	500	8,930
4665 · Interest Income	81	1,800	-1,719
4672 · Other Income	0	1,000	-1,000
4675 · Metro Auth.-restricted to roads	3,208	3,300	-92
Total Income	72,626	256,190	-183,564
Gross Profit	72,626	256,190	-183,564
Expense			
5101000 · Township Board			
5101703 · Trustee salary	2,800	4,800	-2,000
5101727 · Township supplies & expenses	82	600	-518
5101770 · Conferences & Training	0	500	-500
Total 5101000 · Township Board	2,882	5,900	-3,018
5171000 · Supervisor			
5171703 · Supervisor Salary	9,104	15,607	-6,503
5171727 · Supervisor Expense	90	1,000	-910
5209000 · Assessor			
5209705 · Board of Review expenses	20	1,155	-1,135
5209805 · Assessor Wages	12,175	20,700	-8,525
5209810 · Assessor Expense	1,800	2,800	-1,000
Total 5209000 · Assessor	13,996	24,655	-10,659
Total 5171000 · Supervisor	23,190	41,262	-18,072
5173000 · Other General Government			
Uncollectable Debt	8,020		
5173715 · Social Security	2,797	5,000	-2,203
5173801 · Attorney & Consulting Expenses	3,341	5,000	-1,659
5173802 · Audit fees	3,598	3,300	298
5173811 · Membership fees & dues	1,820	2,000	-180
5173890 · Newsletter (non-recyc)	0	100	-100
5173895 · Website Administrator	500	500	0
5173912 · Insurance & Bonds	4,772	5,500	-728
Total 5173000 · Other General Government	24,848	21,400	3,448
5215700 · Clerk			
5173900 · Printing & publishing	154	800	-646
5174810 · Deputy Clerk	1,100	1,000	100
5191727 · Election expense	1,572	3,500	-1,928
5215703 · Clerk salary	9,458	16,214	-6,756
5215727 · Clerk supplies & expense	673	3,200	-2,527
Total 5215700 · Clerk	12,958	24,714	-11,756
5253700 · Treasurer			
5253701 · Tax Collection Expense	528	2,500	-1,972
5253703 · Treasurer salary	10,326	17,615	-7,289
5253704 · Deputy Treasurer Wages	572	1,000	-428
5253727 · Treasurer supplies & expenses	692	2,000	-1,309
Total 5253700 · Treasurer	12,117	23,115	-10,998

Oct 28, 2018
 Accrual Basis

Bridgewater Township Profit & Loss Budget vs. Actual April 2018 through March 2019

	Apr '18 - Mar 19	Budget	\$ Over Budget
5265000 · Building & Grounds			
5265728 · Maintenance & Utilities	3,128	6,000	-2,872
5265925 · Cemetery care	2,057	2,500	-443
5265980 · Building improvement & equipmen	1,027	2,000	-973
Total 5265000 · Building & Grounds	6,212	10,500	-4,288
5301800 · Public Safety			
5339727 · Fire protection billing expense	39,947	65,000	-25,053
Total 5301800 · Public Safety	39,947	65,000	-25,053
5400700 · Planning & zoning			
5400701 · Planning			
5400727 · Planning comm. wage & expense	3,147	4,200	-1,053
5400803 · Planning consultant - on-going	3,273	9,000	-5,728
5400806 · Farmland PB Consultant	0	500	-500
5411810 · Conferences & Training	370	500	-130
Total 5400701 · Planning	6,790	14,200	-7,410
5410726 · Zoning			
5410704 · Land Division Processing Fees	775	1,500	-725
5410727 · Zoning ad.wage & expense	4,652	7,500	-2,848
5411727 · Zon Bd of Appeals Expense	498	325	173
Total 5410726 · Zoning	5,925	9,325	-3,400
Total 5400700 · Planning & zoning	12,715	23,525	-10,810
5440000 · Public works			
5440846 · Road Improvements	6,075	30,000	-23,925
5440847 · Drains at large	0	4,500	-4,500
5440849 · Clean-up Day	2,399	3,200	-801
5440852 · Street lighting	2,115	3,500	-1,385
Total 5440000 · Public works	10,589	41,200	-30,611
66900 · Reconciliation Discrepancies	0		
Total Expense	145,457	256,616	-111,159
Net Income	-72,831	-426	-72,405

Bridgewater Township Sewer Operation

Monthly Expenses

September 23 through October 31, 2018

Type	Date	Check #	Name	Description	Amount
Sep 23 - Oct 31, 18					
Bill	10/26/2018	1326	Bridgewater Township	Due to General Fund	1,384.59
Bill	10/25/2018	EFT	DTE Energy	Electricity	1,412.76
Bill	09/25/2018	1328	DuBois-Cooper Associates	-SPLIT-	12,048.00
Bill	10/10/2018	EFT	Frontier	Phone Service	42.10
Bill	10/14/2018	1329	Jon Way	Building & Grounds Maintenance	220.00
Bill	10/18/2018	1330	R.G. Wahl Inc.	Building & Grounds Maintenance	188.13
Bill	09/30/2018	1331	USIC Locating Services, LLC	Miss Dig Locator Service	106.10
Bill	09/30/2018	1332	Village of Manchester	-SPLIT-	2,615.41
Bill	09/30/2018	1332	Village of Manchester	Plant Operator	15.41
					<u>18,032.50</u>
Sep 23 - Oct 31, 18					38,102.2

Clerk: _____

Treasurer: _____

Bridgewater Township Sewer Operation Profit & Loss

Oct 27, 2018
Accrual Basis

April 2018 through March 2019

	Bond - Sewer	Operation - Sewer	TOTAL
Ordinary Income/Expense			
Income			
Customer Finance Charge	0.00	-88.38	-88.38
Interest Income Master Account			
Interest Income Checking	0.00	42.74	42.74
Total Interest Income Master Account	0.00	42.74	42.74
Miscellaneous Income	0.00	190.32	190.32
Operation Maintenance Income	0.00	59,500.00	59,500.00
Special Assessment Revenue	6,944.70	0.00	6,944.70
Total Income	6,944.70	59,644.68	66,589.38
Gross Profit	6,944.70	59,644.68	66,589.38
Expense			
Collection System			
Billing			
Billing Clerk	0.00	-100.00	-100.00
Total Billing	0.00	-100.00	-100.00
Collection System Equip Repairs	0.00	217.50	217.50
Grinder Pump repairs	0.00	917.50	917.50
Miss Dig Locator Service	0.00	2,399.46	2,399.46
New Grinders	0.00	12,048.00	12,048.00
Total Collection System	0.00	15,482.46	15,482.46
Insurance	0.00	1,134.83	1,134.83
Loan Payment	1,410.00	0.00	1,410.00
Treatment Plant			
Building & Grounds Maintenance	0.00	1,318.13	1,318.13
Chemicals	0.00	2,357.70	2,357.70
Electricity	0.00	11,346.13	11,346.13
Phone Service	0.00	295.27	295.27
Plant Operator	0.00	18,215.41	18,215.41
Supplies	0.00	119.94	119.94
Treatment Plant - Other	0.00	240.00	240.00
Total Treatment Plant	0.00	33,892.58	33,892.58
Total Expense	1,410.00	50,509.87	51,919.87
Net Ordinary Income	5,534.70	9,134.81	14,669.51
Other Income/Expense			
Other Expense			
Washtenaw Cty Debt Svc			
Interest	1,762.50	0.00	1,762.50
Principal	35,250.00	0.00	35,250.00
Total Washtenaw Cty Debt Svc	37,012.50	0.00	37,012.50
Total Other Expense	37,012.50	0.00	37,012.50
Net Other Income	-37,012.50	0.00	-37,012.50
Net Income	-31,477.80	9,134.81	-22,342.99



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 #774494
 4494 Solutions Center
 Chicago, IL 60677-4004

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
REMIT TO:#774494 4494 Solutions Center Chicago,IL 60677-4004

BILL TO

BRIDGEWATER TWP
 10990 CLINTON RD
 MANCHESTER, MI 48158-9541

OWNER

WWTP
 8820 KAISER ROAD
 SALINE, MI 48176-
 LAURIE FROMHART - 517 456-6725

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
24-OCT-2018 04:07PM		31-MAY-2005	150.0DGFA-5693126/P		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
184684		24-OCT-2018	J040700408		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
194313					8820 KAISER

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN J040700408

COMPLAINT

DURING THE GENERATOR PM VISIT AT THE BRIDGEWATER TOWNSHIP WWTP, A SMALL COOLANT LEAK WAS FOUND IN THE TOP TANK OF THE RADIATOR. THE RADIATOR NEEDS TO BE REPLACED. THE LEAK IS SMALL ENOUGH AT THIS TIME THAT THE GENERATOR CAN BE LEFT IN SERVICE BUT MAY GET WORSE WITH TIME. THIS ESTIMATE INCLUDES REPLACEMENT OF THE RADIATOR, COOLANT, COOLANT FILTER AND COOLANT HOSES.

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT ME AT JEFFERY.A.SZPARA@CUMMINS.COM. TO APPROVE THIS QUOTE PLEASE SIGN BELOW AND RETURN.

THANK YOU,
 JEFF SZPARA
 CUMMINS SALES AND SERVICE
 POWER GENERATION FIELD SERVICE TECH
 JEFFERY.A.SZPARA@CUMMINS.COM
 CELL: 248-431-2685
 FAX: 248-573-1538

1	0	130-4691-01	RADIATOR (REPL. CAP 130-	ONAN		1,350.07	1,350.07
2	0	80251GL	5/8 SILIC HEAT HOS	E1-DAYCO		8.18	16.36
8	0	72370	CONSTANT TORQ 1-1/16 #10	E1-OTHER		7.57	60.56
1	0	503-2044	HOSE-RAD INLET	ONAN		48.38	48.38
1	0	503-1554	HOSE-RADIATOR	ONAN		23.29	23.29
1	0	3920762	HOSE,ELBOW	CECO		20.71	20.71
1	0	77200GL	2 HOSE	E1-DAYCO		18.26	18.26
4	0	72377	CONTS TORQ (CT250L)	E1-OTHER		10.85	43.40

Completion date : 25-Oct-2018 03:27PM. Estimate expires : 23-Nov-2018 03:27PM.

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

PARTS AND/OR SERVICE AGREEMENT TERMS AND CONDITIONS

These Parts and/or Service Agreement Terms and Conditions, together with the Quote and/or Invoice on the front side are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote and/or Invoice ("Customer") and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply the parts ('Parts') and/or perform the maintenance and/or repair ('Service') on the equipment identified in the Quote and/or Invoice. No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing.

2. **PAYMENT TERMS.** Unless otherwise provided for in this Agreement and subject to credit approval, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit, as determined by Cummins, payments are due in advance or at the time of the sale or Service. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy under statute, Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Customer agrees to pay all costs of collection and attorneys' fees for any late payments.

3. **DELIVERY.** F.O.B. shipping point, unless otherwise stated in this Agreement. Charges for third party freight are subject to adjustment to reflect any change in price at time of shipment, which has not yet been reported to Cummins. Cummins' responsibility for any products sold ceases at the time of delivery to a freight carrier.

4. **DELAYS.** Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control including, but not limited to, acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, delays in transportation, fuel or materials, accidents, embargos, or labor disputes.

5. WARRANTY AND PROCEDURE.

New Cummins Parts, Components, and Accessories: The standard warranty of Cummins (or other manufacturers) for new parts, accessories and components will apply. In the event of defect of such items, only manufacturer's warranty will apply. Copies of the warranty are available upon request.

Exchange Components Warranties, ReCon and Other Exchange Components: Cummins will administer the warranties of other manufacturers' exchange components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. Copies are available upon request.

Rebuilt Exchange Components: Cummins rebuilt exchange components will be free from defects in material and workmanship in accordance with Cummins' standard warranty which is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Cummins warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work: Cummins warrants repair work to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New Parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts.

Used Equipment and Materials: Equipment and materials are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used equipment and materials before completing the purchase.

The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor. Cummins' complete liability for any failures resulting from improper workmanship performed by Cummins, and the Customer's exclusive remedy are limited to correction of improperly performed workmanship at the expense of Cummins. If Cummins determines, in its sole discretion, that it is impractical to remedy defects by service or repair, Cummins may refund part of the purchase price attributable to the defective service or repair paid by the Customer, and such refund shall be the sole and exclusive remedy for any such claim. This is the sole warranty with regard to service or repairs performed by Cummins.

6. LIMITATIONS ON WARRANTIES AND REMEDIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTS AND/OR SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

8. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

9. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

10. **CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent.

11. **REFUNDS/CREDITS.** All Parts returned to Cummins for credit must be in saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. Items not included are: chemicals, electronics control modules, electrical components, gaskets, literature, open or resealed kits, paint, rubber parts, sensors, service tools and software.

12. **DISPOSITION OF PARTS.** All Parts replaced by Cummins as a result of making repairs covered by any warranty or for which claims will be presented to the manufacturer shall become the property of Cummins. All other products replaced in making repairs, unless otherwise a condition of the sale or unless Customer requests and removes promptly at the time products are delivered, shall become the property of Cummins. Any materials left on the premises of Cummins after repair work has been completed will be considered abandoned. Such materials may be scrapped or sold at the sole discretion of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ADDITIONAL CHARGES.** In carrying out the Services, Cummins may incur additional charges which will be passed on to the Customer as applicable.

15. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, 'Losses'), subject to the Limitations on Remedies, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 #774494
 4494 Solutions Center
 Chicago, IL 60677-4004

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
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BILL TO

BRIDGEWATER TWP
 10990 CLINTON RD
 MANCHESTER, MI 48158-9541

OWNER

WWTP
 8820 KAISER ROAD
 SALINE, MI 48176-
 LAURIE FROMHART - 517 456-6725

PAGE 2 OF 2

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
184684		24-OCT-2018	J040700408		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
194313					8820 KAISER

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		J040700408					
2	0	0	72378	CONST TORQ (CT300L)	E1-OTHER	11.15	22.30
1	0	0	WF2073	WF PKG	FLG	18.80	18.80
8	0	0	CC2825	ES COMP EG	FLG	11.78	94.24
PARTS:							1,716.37
PARTS COVERAGE CREDIT:							0.00CR
TOTAL PARTS:						1,716.37	
SURCHARGE TOTAL:							0.00
LABOR:							1,400.00
LABOR COVERAGE CREDIT:							0.00CR
TOTAL LABOR:						1,400.00	
MISC.:						-	141.64
MISC. COVERAGE CREDIT:							0.00CR
TOTAL MISC.:						-	141.64
ROAD MILEAGE FS PG							58.00
SHOP SUPPLIES							112.00
SVC LABOR DISCOUNT- FSPG						-	140.00
SVC PARTS DISCOUNT- FSPG						-	171.64

TAX EXEMPT NUMBERS:

LOCAL **0.00**

Completion date : 25-Oct-2018 03:27PM. Estimate expires : 23-Nov-2018 03:27PM.

Billing Inquiries? Call (877)480-6970

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SUB TOTAL: 2,974.73

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 2,974.73

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

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Compose

Back Archive Move Delete Spam

RE: Operation Millage Rate 4 Yahoo/Inbox

Laurie Fromhart Catherine, Our operating millage of 1.16% Oct 25 at 11:15 AM

Catherine Mullhaupt Laurie: Are you asking about the al Oct 25 at 11:28 AM

Laurie Fromhart Its the allocated general operatin Oct 25 at 11:32 AM

Catherine Mullhaupt <catherine@michigantownships.org> Oct 25 at 2:07 PM

To: Laurie Fromhart
Cc: Cindy Davis, Michael Selden

Laurie:

There should be a date of election if that was voted it. So I still have a tiny question mark about whether this is the allocation board millage.

But let's assume it is a voted, "fixed," county allocation that would apply to all townships in the county. That must have been originally voted in on a countywide ballot. The only way to change that allocated millage rate at the county allocation level would be for a new ballot question on the county allocation (countywide).

An individual township board may decide that it needs more general operating millage--or millage for a specific purpose. But it will have to be done through a ballot question voted on by the electors of Bridgewater Township.

See our attached Millage information packet and a presentation I give on millages. Let me know if you would like to discuss your question directly in more depth. Also note that I can assist a township in developing draft millage language for the township's attorney to review.

Catherine A. Mullhaupt, Staff Attorney
Member Information Services
Michigan Townships Association
(517) 321-6467 Fax: (517) 321-8908
Email: catherine@michigantownships.org

Inbox

Unread

Starred

Drafts

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Archive

Spam

Trash

Less

Views Hide

Photos

Documents

Deals

Purchases

Groceries

Travel

Tutorials

Folders Hid

New Folder

Assessing

Barbu Event Barn

Bemis Rd Bridge

Bridgewater Bank

Bridgewater Commor

Bridgewater Village T

Broadband

Cemetery

CEO

An Introduction to

Township Millage Questions



Michigan Townships Association

P.O. Box 80078

Lansing, MI 48908-0078

www.michigantownships.org

(April 2018)

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This Michigan Townships Association packet was prepared by MTA Staff and MTA Legal Counsel for informational purposes (updated April 2017). The sample language provided is not intended as legal advice, and townships are urged to consult with their local legal counsel to ensure that any ballot language used is appropriate to the individual township’s specific needs and circumstances.

Getting Started—Some Ground Rules

To choose the correct sample millage ballot language, a township board must understand its options.

1 ■ Is the township a general law or charter township?

General law townships and charter townships must take different approaches to property taxes:

General Law Townships

Allocated Millage (General Operating)

A general law township is authorized to levy a minimum of one mill for general operating purposes. ([MCL 211.211\(4\)](#))

This minimum general operating millage is allocated to townships by the county allocation process in one of two ways by the Property Tax Limitation Act, Public Act 62 of 1933, [MCL 211.201, et seq.](#):

1) Allocated by Fixed (“pegged”) Millage Established by Vote of the Electors:

The allocated millage (separate tax limitation) may be established by the electors, up to an 18-mill limit. (The ballot question for this vote is submitted by the county board of commissioners to the county clerk for a countywide ballot, according to [MCL 211.205g](#).) As of 2003, 73 Michigan counties had fixed allocated millages. ([MCLs 211.204a](#) to 211.205l)

2) Allocated by County Allocation Board: A county allocation board establishes allocated tax rates up to a 15-mill limit. As of 2003, 10 counties had allocation boards. ([MCLs 211.208](#) to 211.217a)

Charter townships and school districts are not included in allocated millage.

Allocated millage is **unrestricted general operating revenue** that the township board may use for any lawful purpose.

Extra-Voted Millage

The electors must vote to approve any extra millage over and above the allocated millage before a township may levy that additional millage. ([MCL 211.203](#)) This includes any additional general operating millage or any millage voted for a **specific purpose**, such as emergency medical services, recreation, or roads.

A general law township is limited in how much millage it can levy of the 50-mill limit on all property taxes (excluding debt service millage) levied within the township by any taxing entity. ([Article 9, Section 6, Michigan Constitution of 1963](#))

The revenues raised by an extra-voted millage for **specific purpose(s)** are restricted and may be used only for the purpose(s) listed in the ballot question that the voters approved. So it is very important that the ballot language include any use(s) intended for those revenues. ([MCL 211.24f](#))

Charter Townships

A charter township does not receive allocated millage. ([Article 9, Section 6, Michigan Constitution of 1963](#)) All charter townships may levy up to 10 mills, determined on assessed value (not counting debt service millage). The Charter Township Act does not require a charter township to levy any or all of the additional mills available to it under the Act. ([MCL 42.27](#))

There are two schools of thought on when a charter township must go to the voters for millage approval.

MCL 42.27 authorizes a charter township board to annually provide for a levy of taxes upon real and personal property that cannot exceed 5 mills. The township board may choose to automatically levy up to the first 5 mills (“charter millage”) without additional voter approval, and without limit in the number of years. The township may then levy up to five additional mills (for a maximum of 10 mills), but only by voter approval and limited to 20 years. (MCL 42.27)

But following the 1978 Headlee Amendment, Attorney General Opinion 6285 of 1985 stated: “[C]harter townships incorporated after December 22, 1978, the effective date [the Headlee Amendment], by final resolution of the township board and without an approving vote of the township's electors, are prohibited from levying millage at a charter township rate higher than the township's previously authorized millage limitation as a general law township.”

Based on AGO 6285, MTA Legal Counsel have taken a “conservative” approach to avoid exposing a township to the risk of litigation and advised that a charter township that incorporated after 1978 by board resolution (not election) has the authority to levy only the total authorized millage rate it had as a general law township when it incorporated (subject to rollbacks) for its authorized charter millage. The township can levy additional mills only by voter approval, up to the maximum 10 mills.

However, it needs to be noted that the Charter Act does not specifically require this restriction, and other municipal attorneys have questioned the reasoning in AGO 6285. (*Note that Attorney General opinions are not binding on townships.*)

Since that opinion, the Michigan Supreme Court has held, in the case of *American Axle and Manufacturing, Inc. v Hamtramck*, 461 Mich 352, p.357 (2000), “that the Headlee exemption of taxes authorized by law when the section was ratified permits the levying of previously authorized taxes even where they were not being levied at the time Headlee was ratified and even though the circumstances making the tax or rate applicable did not exist before that date.”

The *American Axle* opinion calls into question the continued validity of restricting a charter township that incorporated by resolution to a charter millage levy of less than 5 mills (i.e. original allocated rolled back millage). ***A charter township board that incorporated by resolution after 1978 that is considering exercising the automatic authority to levy should consult with its attorney for specific legal guidance.***

2. Be sure you intend to levy a property tax.

Property taxes are approved, collected, and increased under one set of rules. Special assessments are not property taxes, and they are established, collected, and increased under different sets of rules. Fees, such as for garbage collection, are established, collected, and increased under yet another set of rules.

	Township Property Tax	Special Assessment PA 188 of 1954 Public Improvements	Special Assessment PA 33 of 1951 Police / Fire / or Emergency Services	Fee
When Collected	December	Annually, at any time	December tax bill	At any time (annually, monthly, as service is provided)
Life Span	20 years maximum, except allocated, charter millage, or debt	No limit	No limit, except substantial capital expenditures are limited to 15 years (See 261 Mich. App. 308)	No limit
Subject Property	Real and Personal	Real Property ONLY on which the public improvement confers a special benefit	Real Property ONLY; may be township-wide)	Property or persons served.
Exempt Property	Property exempt from taxation under the General Property Tax Act	Personal Property / (also any Real Property on which a benefit is not conferred)	Property exempt from property taxes is exempt from PA 33 special assessment [MCL 41.801(3)] (including facility--but not land--subject to PA 198 industrial facilities tax MCL211.7k)	No exemptions
Apportioned By	Uniform tax rate based on Taxable Value of assessed property	The cost of the special benefit conferred by the public improvement	Ad valorem millage rate based on Taxable Value of Real Property ONLY	Portion of or entire cost of service to that property/user
Subject to 15/18 or 50-mill limit?	Yes	No	No, except for 10-mill maximum for capital improvements	No
Subject to Headlee rollback?	Yes	No	No	No
Voter approval to establish or renew?	Yes	No	Yes, upon petition of owners of 10% or more of land	No
Voter approval to increase?	Yes	No	No	No
Property Tax Admin. Fee?	Yes	No	No	No

NOTE: Special assessments under [Public Act 33 of 1951](#), or other special assessment acts, even though township-wide and based upon a millage rate, are not controlled by the 15- or 50-mill tax limitations. These special assessments are annually renewed by holding a public hearing on the estimated annual costs and the amount to be levied to cover all or any portion of such costs, preceded by the appropriate notices required by the special assessment acts. (See the specific act, and [Public Act 162 of 1962, MCL 211.741, et seq.](#))

An ad valorem special assessment (such as a special assessment under [Public Act 33 of 1951](#)) levied on property after December 31, 1998, shall be levied on the property's **taxable value** as determined under [MCL 211.44c](#). These special assessments can only be levied on real property not exempt from taxation.

3. Understand the Headlee rollback

All township millage rates are subject to a millage reduction fraction referred to as the Headlee Amendment “rollback,” which is annually applied to a township’s maximum authorized millage rates to ensure that the total revenues raised on existing property do not increase more than the rate of inflation.

The only exception is when a **new** millage (an increase) is approved by the voters after May 1 and levied (collected) in December of that same calendar year; that millage will be levied “intact” in that first levy.

(Note that millage revenues are subject to other potential reductions in the equalization process, but the Headlee rollback is automatically applied by operation of law.)

In practice, this means that a new millage with a rate of 2 mills will be “rolled back” (reduced) to less than two mills in the second year it is levied, and rolled back again in the third year it is levied—experiencing a rollback for every subsequent year it is levied until it expires.

For example:

Levy Year 1	Levy Year 2	Levy Year 3	Levy Year 4	Levy Year 5
2.0000	1.9598	1.9327	1.9100	1.8949

The Headlee rollback affects the type of millage language that can be used:

Increase

Technically, every millage question is an “increase.” To understand this concept, imagine a rubber band around your wrist. This represents the township’s current allocated millage. Pulling the band away from your wrist represents any additional millage. Millage over and above the township’s allocated millage has a “life span” of no more than 20 years. When the millage expires, the rubber band snaps back to your wrist.

To illustrate the effect of the Headlee rollback, imagine pulling the band away from your wrist to represent a 1-mill property tax. Then lower the band a little bit. That represents the first annual rollback. Lower the band a second time to represent the next annual rollback. Over time, the rubber band will be much closer to your wrist, and it will snap back to your wrist when it expires.

Renewal

So what does a “renewal” look like in our example? According to the law, a property tax increase may be called a “renewal” when it is approved at the same or lower millage rate the previous millage was at **when it expired**. Let’s say a township had a 2-mill road millage for five years. With the annual rollbacks, the road millage rate was at 1.8755 in the last year the millage was levied. If the township wants to use a renewal ballot question—and label the millage as a “renewal”—it must ask the voters to approve the road millage at 1.8755. **(Note:** Under [MCL 211.34d\(11\)](#), if the election occurs before June 1, the millage reduction is based on the immediately preceding year’s millage reduction applicable to that millage. If the election occurs after May 31 of a year, the millage reduction shall be based on that year’s millage reduction applicable to that millage had it not expired.)

So, pull out the rubber band for the initial millage, lower it a few times to represent the rollbacks, let it snap back to show the millage expiring—and then pull the band out only as far as it was before you let it snap back. That’s a renewal.

Offsetting the Headlee rollback

Wait a minute, ... what about getting back to the full 2 mills again? That is possible, just not as a renewal.

A township board can get back to the original millage rate of a property tax in two ways:

1) **Increase:** After a property tax expires, a township can simply place on the ballot a proposal for the same millage rate and purpose(s) as the initial or "original" tax. But the township cannot label the proposal a "renewal" of the previous millage. **OR**

2) **Renewal plus increase:** After a property tax expires, a township can seek voter approval of a renewal of the tax (at the rate it was at when it expired), AND seek voter approval of an increase that represents the difference between the renewal rate and the original rate.

If the increase is .5 mills or less, the renewal and increase can be combined in one question. It is the opinion of MTA Legal Counsel that this combined millage ballot question may be called a “renewal.”

If the increase is over .5 mills, the renewal and increase must be presented as two separate ballot questions.

4. When should a millage proposal be put on the ballot?

There are several factors a township board should consider in determining when to place a millage proposal on the ballot:

A. Know where the millage is in its “life span.” When does it expire?

A millage (other than allocated millage) can be approved for a “life span” (duration) of a minimum of one year up to a maximum of 20 years. The ballot proposal must state the duration of the millage in years. (MCL 211.24f)

A township millage can be levied (certified for collection) and collected only on the December property tax bill. If a millage question says the millage will be levied “for five years, 2017 through 2021, exclusive,” then the millage will be collected in December 2017, December 2018 ... and so on, through the December 2021 tax collection.

Be careful! The language “2017 through 2021, inclusive” is NOT for four years! Don’t subtract the years to determine the number of collections. **Tip:** Count each year in the sequence on a finger—2017, 2018, 2019, 2020, and 2021—to correctly count the five years the millage will be collected. A four-year millage starting in 2017 would end in 2020. Know how many years you want the millage to be levied—or what year you want the millage to come up for renewal, and be sure the ballot language agrees.

For example, let’s say our sample 2-mill property tax is an initial millage (increase) approved for five years at an election in August 2017. It would be levied for the first time in December 2017. Count each December tax collection after that until you’ve counted five total collections. This millage would expire (be levied for the last time) with the December 2021 tax collection.

Dec. 2017	Dec. 2018	Dec. 2019	Dec. 2020	Dec. 2021
2.0000	1.9598	1.9327	1.9100	1.8949

The proper time to place a question to renew the millage on the ballot is in the calendar year following its last levy. This millage expires after the December 2021 tax collection. To be renewed, it should be approved at an election no later than November 2022. If approved, the renewed millage is levied for the first time as part of the December 2022 tax collection, and there is no gap or overlap between the last year of the expiring millage and the first year of the renewed millage.

Year 2, Dec. '18	Year 3, Dec. '19	Year 4, Dec. '20	Expires Dec. '21	Year 1, Dec. '22
1.9598	1.9327	1.9100	1.8949	1.8949*

*(*If on the ballot before the rollback for that year is known, use the last rollback rate in the question. Actual levy is subject to the rollback rate for that tax year.)*

If a millage is **renewed** too “early” (in any year prior to the year in which it expires), it is subject to the Headlee rollback for each year between its approval and expiration, regardless of whether it is actually levied. (Attorney General Opinion 7193 of 2006) If a millage is approved and **actually levied** before a previous millage expires, then two millages will be collected, both subject to the rollback.

If a millage expires and there is a gap of one or more years before a millage to replace it is approved and levied, then the new millage cannot be a renewal or a renewal plus increase; it can only be an increase.

B. Will the board prefer one election date to another? With consolidated elections, there are at least four “regular” election dates available in any calendar year. A millage ballot question may be placed on any election ballot, starting with February, May, August, up through the November election. **But, to be levied intact (without a Headlee Rollback) in its first year**, a new millage (an increase) must be approved at an election held between May 1 ([MCL 211.34d\(9\)](#)) up through the first Tuesday after the first Monday in November. ([MCL 211.36\(4\)](#))

C. Will the board prefer one election year to another? Different township boards may have different “theories” about when a millage has the best chance for approval.

All township offices come up for election in even-numbered years. All elected township officials serve the same four-year township term, and vacancies that occur in the first part of the term are filled at the “mid-term” primary and general election held in the even-numbered year two years after the term begins. (All township offices will be elected in the 2016 primary and general election—also a presidential election; vacancies in current township offices will be filled at the 2014 mid-term primary and general election—a gubernatorial election.)

The establishment of consolidated election dates has increased the likelihood of three to four elections being held in any given year.

Whether a board prefers even-numbered years to odd-numbered years, or vice versa, the important thing to remember is that:

If a millage expires (will be levied for the last time) in an **odd**-numbered year, it will go on the ballot for renewal at an election in an **even**-numbered year.

If a millage expires (will be levied for the last time) in an **even**-numbered year, it will go on the ballot for renewal at an election in an **odd**-numbered year.

D. “It’s not over ’til it’s over!” A millage proposal may be placed on the November election ballot, and if it’s approved, it the county board of commissioners must meet to certify that millage in time to levy it on the December tax bill. ([MCL 211.36\(4\)](#))

E. How many times can a township put millage proposals on the ballot?

Under [MCL 211.24f](#), a township can take millage proposals to the electors twice in one calendar year. A township may place as many millage questions as it wishes on the ballots for those two elections. If a township has put millage questions on the May ballot, it can still put millage questions on either the August or November ballot.

5 ■ How does a millage ballot question get on the ballot?

To place a millage proposal on a ballot, the township board must adopt by roll call vote a resolution stating the ballot language and indicating the board's intention to place it before the voters on a specified election date (MCL 211.24e). See the sample resolution on page 15.

Millage proposals cannot be placed on a ballot by citizen petition (except for a petition for a tax for a free public library (MCL 397.210)). [*Citizens may petition for a referendum on establishing a special assessment district for police or fire protection under Public Act 33 of 1951 (MCL 41.801, et seq.), but that ballot question is not a property tax proposal, even though the special assessment is apportioned by millage rate.*]

What information must a millage proposal include?

According to MCL 211.24f, a millage ballot proposal must include the following:

1. The extra-voted millage amount in dollars per thousand dollars of taxable value.

For example, a fire protection millage of 2 mills (the millage amount) equals \$2 for every \$1,000 of taxable value. A property with a taxable value of \$50,000 would be taxed \$100 for the millage.

2. The purpose for the millage. The taxes raised by the millage are restricted funds that may be used only for the purpose(s) listed in the ballot language. The more specific the language used, the more restricted the uses for the revenues raised. For example, if the purpose is “to purchase fire equipment for Apex Township Fire Department,” then that millage cannot be used for payroll or overhead costs of the Apex Township Fire Department, and it cannot be used to purchase equipment for another fire department. A broader purpose such as “to provide fire protection services” may include operating a fire department or contracting with another unit for fire protection.

3. The number of years that the millage will be effective. A property tax cannot exceed 20 years, but a township board may wish to use a shorter “life span.” A millage is subject to rollback and will be subject to levy less and less each year. A short life span, such as three to five years, brings the levy up for renewal before it is rolled back very much. A millage can be renewed by election at its original amount upon its expiration. Short life spans also give a board flexibility to recover a rolled back millage or to not renew it.

Also, the duration of the millage determines when it will come up for renewal—and what elections the renewal question might be scheduled for.

4. The estimated revenue the township will collect in the first year of the levy. This is the township's total taxable value divided by 1,000 and multiplied by the number of mills. Using our 2-mill fire millage example, a township with a total taxable value of \$67 million would state in the ballot language that it expects to levy an estimated total of \$134,000 in the first year the millage is levied. A new millage (increase) approved after April 30 will not be rolled back in its first year if it is levied in that same year (MCL 211.34d(9)).

5. Whether the millage is new (an increase) or a renewal (of a previous voted increase). Technically, a renewal is also an increase, but the ballot language can say that the previous voted increase is being “renewed,” instead of “increased.” A millage proposal is a renewal if it **states the same number of mills and the same purpose** stated in the previous ballot proposal. Also, if there will be a gap of one or more tax years between the last collection of the previous millage and the first collection of the proposed millage, then the proposal is an increase, not a renewal. A renewal of a rollback of .5 mills or less can be a single ballot. Otherwise, two ballot questions are required.

6. Each local unit of government to which the revenue from that millage will be disbursed. [MCL 211.24f\(1\)](#) requires a millage ballot question to “fully disclose each local unit of government to which the revenue from that millage will be disbursed.” Local unit is then defined to include “county, city, village, township, school district, intermediate school district, community college district, public library, or local authority created under state law.”

MTA Legal Counsel have indicated that “the application of this requirement becomes difficult when multiple ‘local units of government’ may receive disbursements from the proposed millage. This is especially difficult when the millage is for a number of years within which time the recipients of any portion of the millage may change. Where millage may be captured under a tax increment financing program by an authority [such as a downtown development authority] during the period of the levy, language should be used or added which would afford flexibility in eliminating named ‘local units of government’ and adding currently unknown ‘local units of government.’ Such broad additional language could be as follows: “ ... and such other or fewer local units of government as the Township Board determines appropriate.”

Bond Issues

[MCL 211.24f](#) also addresses requirements for ballot proposals to issue bonds: In addition to any other requirement provided by law, when submitting a proposal to authorize the issuance of bonds, the ballot shall state all of the following: (a) The principal amount to be borrowed; (b) The maximum number of years the bonds may be outstanding, exclusive of any refunding; and (c) A clear statement of the purpose for which the proceeds of the bonds will be used.

Bond issues involve complicated procedures and require specialized expertise that is beyond the scope of this informational material. Any township considering a bond issue should consult with a bond attorney.

Campaign finance regulations apply to millage ballot questions

It is beyond the scope of this material to discuss campaign finance regulations in depth. But township officials should be aware that the use of township funds regarding a ballot question is statutorily regulated.

The [Michigan Campaign Finance Act, MCL 169.201, et seq.](#), regulates the use of public money for ballot questions. Under the Act, using public money to influence elections is strictly prohibited. Any committees organized to run a campaign for a ballot question must be funded with private donations. Michigan courts, Attorney General opinions, and Secretary of State interpretive statements conclude that governmental units cannot use public monies or resources to "expressly advocate" voting "yes" or "no" on a millage. Township stationery cannot be used for letters, memos, or other communications expressly advocating that voters vote "yes" or "no" on a ballot question. Campaign materials expressly advocating a "yes" or "no" vote cannot be posted on township property.

[MCL 41.110c](#) authorizes townships to appropriate money or expend funds to maintain and circulate a publication to distribute information regarding township improvements, activities, and functions. However, the township board must take extreme caution that the information presented does not expressly advocate that voters vote to approve a millage or other ballot proposal.

No public or governmental employee may promote an opinion about a proposed millage during working hours ([MCL 15.404](#)). However, township officials and employees may advocate for a proposed millage on "their own time and dime." It may impress voters that officials are willing to work hard to get the millage passed.

Public Act 264 of 1995 added [Section 57 \(MCL 169.257\)](#) to Michigan's Campaign Finance Act to specifically prohibit a public body or anyone acting for a public body from making contributions or expenditures as defined in the Act. Effective March 28, 1996, actions that could be construed as a campaign contribution or expenditure became a felony offense, subject to a fine of up to \$20,000.

How does an approved millage question get on the tax bill?

On or before September 30 of each year, the township clerk must deliver to the supervisor and county clerk a certified copy of all statements and certificates on file (Form L-4029 for each tax levying entity) and all records of any vote or resolution authorizing or directing money to be raised in the township by taxation for any purpose, along with a statement of the aggregate amount to be raised.

In September, the township board must authorize the millage amount it will levy that December and report it to the county board of commissioners on the Form L-4029.

The township clerk and supervisor must sign a Millage Request Report to the County Board of Commissioners ([Form L-4029](#)) and submit it to the county clerk and equalization department on or before October 1.

The supervisor delivers the tax roll and warrant to the township treasurer on or before December 1.

How does a millage question approved at a November election get on the December tax bill?

If a millage election is held at the November election, and the millage passes, it will be certified and levied on the December tax bill in that same year. ([MCL 211.36\(4\)](#))

Within five days after any election that includes a township millage proposal, a certified copy of the official election results must be filed with the county treasurer. (MCL 211.203)

Where the millage election is held in November, it still may be submitted to the county for levy in that year because [MCL 211.36\(4\)](#) requires the county board of commissioners to meet to amend the L-4029. See page 21 for a copy of Form L-4029.

SAMPLE RESOLUTION TO ADOPT MILLAGE BALLOT LANGUAGE

_____ Township, _____ County
Resolution Number _____

WHEREAS, the Township Board of _____ Township wishes to provide
(indicate purpose of millage); and

WHEREAS, townships may provide *(indicate purpose of millage)*, as authorized
by Public Act ____ of _____, MCL _____ *(indicate the statute that authorizes a
township to do the purpose of the millage)*; and

*(Optional: May use the following if the township will use the millage to contract/
cooperate with other entities:* WHEREAS, townships may contract and cooperate with
other entities to provide *(indicate purpose of millage)*, as authorized by the
Michigan Constitution of 1963 and other laws; and)

WHEREAS, townships may impose and levy ad valorem property taxes to finance lawful
public services, as authorized by the Michigan Constitution of 1963 and other laws; and

WHEREAS, the Township Board of _____ Township wishes to levy ____ mills
to *(indicate purpose of millage)*;

NOW, THEREFORE, BE IT RESOLVED that the Township Board of _____
Township, _____ County, approves the following millage ballot question
language and directs the Clerk to submit it to be placed on the _____, 20__,
election ballot:

(insert ballot language)

Motion made by _____. Seconded by _____.

Upon roll call vote the following voted
"Aye": _____
(list names of members voting "Aye")

"No": _____
(list names of members voting "No")

The Supervisor declared the resolution adopted.

(name) _____, Clerk

CERTIFICATE

I, _____, the duly elected and acting Clerk of _____ Township, hereby
certify that the foregoing resolution was adopted by the Township Board by a roll call vote at a
regular *(or special)* meeting of the Board held on _____, 20__, at which meeting a
quorum was present; and that this resolution was ordered to take immediate effect.

(name) _____, Clerk

General Law Township Extra-Voted Millage Language

NOTE—All Samples Revised February 2007. The previously included language will work, but this language more clearly identifies what is being levied.

Note: To comply with [MCL 211.24f\(1\)](#), if applicable, add the following language at the asterisk (*) in any of the sample ballot questions:

Where the millage will be disbursed to a specific unit or units, include that unit by name:

“ ... of which a portion will be disbursed to the _____ Downtown Development Authority.”

Where the millage may be disbursed to multiple units or units under an agreement or contract subject to change, the following broad, additional language could be used as follows:

“ ... of which a portion will be disbursed to such other or fewer local units of government as the Township Board determines appropriate.”

Extra-Voted Millage

May be for general operating purposes or a specified purpose

1. **Initial Question for Extra-Voted Millage (Increase)**

Shall _____ Township impose an increase of up to ___ mills (\$__ per \$1,000 of taxable value) in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution and levy it for ___ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purpose*), which _____-mills increase will raise an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

2. **Renewal Question for Extra-Voted Millage (Renewal)**

Shall the expired previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ___ mills (\$__ per \$1,000 of taxable value), reduced to ___ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be renewed at up to ___ mills (*must be the same number as the reduced mills--identical to the rate levied in the immediately preceding year--or a lesser amount*) (\$__ per \$1,000 of taxable value) and levied for _____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), raising an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

3. **Renew and Increase** Extra-Voted Millage to Offset Headlee Rollbacks

To “renew” at the original voted millage rate

Increase is .5 mills or less (One question may be used and called a “Renewal”):

Shall the expired previous voted increase in the tax limitations imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ___ mills (\$__ per \$1,000 of taxable value), reduced to ___ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be renewed at and increased up to the original voted ___ mills (\$__ per \$1,000 of taxable value) and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), raising an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

Increase is over .5 mills (2 questions required):

Renewal

1. Shall the expired previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ___ mills (\$__ per \$1,000 of taxable value), reduced to ___ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be renewed by up to ___ mills (*must be the same number as the reduced mills--identical to the rate levied in the immediately preceding year--or a lesser amount*) (\$__ per \$1,000 of taxable value) and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), raising an estimated \$_____ in the first year the millage is levied*

[] Yes

[] No

Increase

2. Shall the expired previous voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in _____ Township, of ___ mills (\$__ per \$1,000 of taxable value), reduced to ___ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be increased by up to ___ mills (\$__ per \$1,000 of taxable value) to recover that millage reduction and levied for ____ (*number of years of levy*) years, 20__ through 20__ inclusive, for (*general township operating purposes or insert language identifying specified purposes*), which ____-mills increase will raise an estimated \$_____ in the first year the millage is levied*.

[] Yes

[] No

Charter Township Millage Language

NOTE—All Samples Revised February 2007. The previously included language will work, but this language more clearly identifies what is being levied.

Note: To comply with [MCL 211.24f\(1\)](#), if applicable, add the following language at the asterisk (*) in any of the sample ballot questions:

*Where the millage will be disbursed to a specific unit or units, include that unit by name:
“ ... of which a portion will be disbursed to the _____ Downtown Development Authority.”*

Where the millage may be disbursed to multiple units or units under an agreement or contract subject to change, the following broad, additional language could be used as follows:

“ ... of which a portion will be disbursed to such other or fewer local units of government as the Township Board determines appropriate.”

Sample 1. To authorize additional millage beyond the initial 5 mills (or to authorize any mills beyond the authorized rate when the township incorporated if the township incorporated by resolution after 1978)

Note: *When a charter township goes to the voters for approval of additional millage, the township must identify a purpose in the ballot language—it may be for general operating or a specific purpose (which will restrict that millage to that purpose).*

Shall the Charter Township of _____ impose an increase of up to ____ mills (\$__ per \$1,000 of taxable value) in the charter township tax levy limitation imposed under MCL 42.27 and levy it for ____ (number of years of levy up to 20 years) years, 20__ through 20__ inclusive, for (insert language identifying specified purpose, including general operating), which ____-mills increase will raise an estimated \$ _____ in the first year the millage is levied*.

[] Yes
[] No

Sample 2. To “offset the Headlee rollback of “charter millage”; not limited in duration of years

Shall the authorized charter millage for the Charter Township of _____, established at ____ mills (\$__ per \$1,000 of taxable value) and reduced to ____ mills (\$__ per \$1,000 of taxable value) by the required millage rollbacks, be increased by up to ____ mills (\$__ per \$1,000 taxable value) to the original authorized charter millage rate to recover that millage reduction, which ____-mills increase will raise an estimated \$ _____ in the first year the millage is levied*.

[] Yes
[] No

2017 Millage Reduction Fraction Calculations Worksheet

Including Millage Reduction Fraction Calculations Not Specifically Assigned to the County Equalization Director by Law

County	Taxing Jurisdiction
--------	---------------------

2016 Total Taxable Value..... _____

Losses _____

Additions..... _____

2017 Total Taxable Value Based on SEV _____

2017 Total Taxable Value Based on Assessed Value (A.V.) _____

2017 Total Taxable Value Based on CEV _____

NOTE: The last two items above are only needed when it is necessary to calculate a Truth in Assessing or Truth in County Equalization Rollback Fraction.

1. Section 211.34d, MCL, "Headlee" (for each unit of local government)

$$\frac{(2016 \text{ Total Taxable Value} - \text{Losses}) \times \text{Inflation Rate of 1.009}}{(2017 \text{ Total Taxable Value Based on SEV} - \text{Additions})} = \underline{\hspace{2cm}}$$

2017 Millage Reduction Fraction (Headlee). Round to 4 decimal places in the conventional manner. If number exceeds 1.0000, line through and enter 1.0000.

See State Tax Commission Bulletins No. 3 of 1995 and 19 of 2002 regarding the calculation of losses and additions.
See also the Supplements to STC Bulletin No. 3 of 1995 contained in STC Bulletin No. 3 of 1997.

2a. Section 211.34, MCL, "Truth in Assessing" (for cities and townships if S.E.V. exceeds A.V. for 2017 only)

$$\frac{2017 \text{ Total Taxable Value Based on Assessed Value for all Classes}}{2017 \text{ Total Taxable Value Based on SEV for all Classes}} = \underline{\hspace{2cm}}$$

2017 Rollback Fraction (Truth in Assessing)
Round to 4 decimal places in the conventional manner.

See State Tax Commission Bulletin 3 of 2017 for more information regarding this calculation.

2b. Section 211.34, MCL, "Truth in County Equalization" (for villages, counties and authorities if S.E.V. exceeds C.E.V. for 2017 only)

$$\frac{2017 \text{ Total Taxable Value Based on CEV for all Classes}}{2017 \text{ Total Taxable Value Based on SEV for all Classes}} = \underline{\hspace{2cm}}$$

2017 Rollback Fraction (Truth in County Equalization)
Round to 4 decimal places in the conventional manner.

See State Tax Commission Bulletin 3 of 2017 for more information regarding this calculation.

3. Section 211.24e, MCL, "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2016 only).

$$\frac{(2016 \text{ Total Taxable Value} - \text{Losses})}{(2017 \text{ Total Taxable Value Based on SEV} - \text{Additions})} = \underline{\hspace{2cm}}$$

2017 Base Tax Rate Fraction (Truth in Taxation)
Round to 4 decimal places in the conventional manner.

Use the same amounts for additions and losses as were used for the 211.34d ("Headlee") rollback.

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X 2016 Operating Rate levied.

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

2018 Tax Rate Request (This form must be completed and submitted on or before September 30, 2018)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes

2018 Taxable Value of ALL Properties in the Unit as of 5-29-18

Local Government Unit Requesting Millage Levy

For LOCAL School Districts: 2018 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2018 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2017 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2018 Current Year "Headlee" Millage Reduction Fraction	(7) 2018 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized

Prepared by	Telephone Number	Title of Preparer	Date
-------------	------------------	-------------------	------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary	Signature	Print Name	Date
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President	Signature	Print Name	Date

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2018 for instructions on completing this section.	
Total School District Operating Rates to be Levied (H/H/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Instructions For Completing Form 614 (L-4029) 2018 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 3 of 2018 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2017 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2017 permanently reduced rate can be found in column 7 of the 2017 Form L-4029. For operating millage approved by the voters after April 30, 2017, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2018 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2018 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2018. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2018 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2018 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2018 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 3 of 2018. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2018 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 3 of 2018. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

Getting the Word Out:

Campaign Finance Act Compliance (PA 269 of 2015 is under permanent injunction)

Township boards are often asked to take a position on issues of importance to their community. And many townships put millage or other questions on the ballot. But Section 57 of the Michigan Campaign Finance Act (MCFA) limits how a public body can use public funds or property when it comes to campaigning for ballot questions or candidates.

Here's what a township board or township board members may do in their official capacity:

- A township board may advocate (lobby) for or against legislation to state and federal legislators or officials. (*Hays v. City of Kalamazoo*, 316 Mich. 443, 1947)
- A board member may express his or her views in their policy-making capacity.
- A township board may produce and distribute factual information concerning issues relevant to township functions. This includes informing the “electors in a fair and objective manner of the facts surrounding an upcoming ballot proposal.” (*Attorney General Opinion 6531 of 1988*)
- A township board may adopt a resolution to support or oppose a ballot question, as long as the ballot question relates to township concerns, property or government.” The township cannot use township funds, property or resources to distribute such a resolution in any way that differs from any other township resolution.
- A township board may allow any candidate or campaign committee to use a township facility that is already open for public use by policy, as long as any candidate or campaign committee may use the public facility.

Here's what individual board members may do as private individuals:

- Elected or appointed public officials or employees of a township may express their own personal views when they are not acting for the township, on their own personal time, expending their own personal funds, or providing their own personal volunteer services. They may use their township titles, for example, sending a letter to the editor and signing it as “Clerk of Cherry Lake Township.”

What a township board or board members must avoid doing:

- It is not lawful to use township funds, township-owned office space or other property to **expressly advocate** a vote for or against a candidate or ballot question. “Expressly advocate” means to state support for the passage or defeat of a ballot question or the election or defeat of a candidate. In other words, to say “Vote yes for” (or no) or “Support” (or defeat) a candidate or ballot question.
- A township cannot put links on its website only to sites that expressly advocate only for or against one candidate, one slate of candidates or one side of a ballot question.
- A township board cannot authorize or use public resources for a payroll deduction plan to collect for a campaign committee.

The Michigan Secretary of State is permanently enjoined from enforcing MCL 169.257 (3) as enacted in P.A. 269 of 2015, per Consent Agreement as ordered by U.S. District Court, Eastern District of Michigan, Southern Division on April 28, 2016.



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

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

October 3, 2018

Laurie Fromhart
Bridgewater Township Supervisor
10990 Clinton Rd
Manchester, MI 48158

Dear Ms. Fromhart,

Attached you will find the September 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 26 calls for service for the month of September. Of the 26 calls the Michigan State Police responded to 11. The Sheriff Office responded to 2 calls, 13 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 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

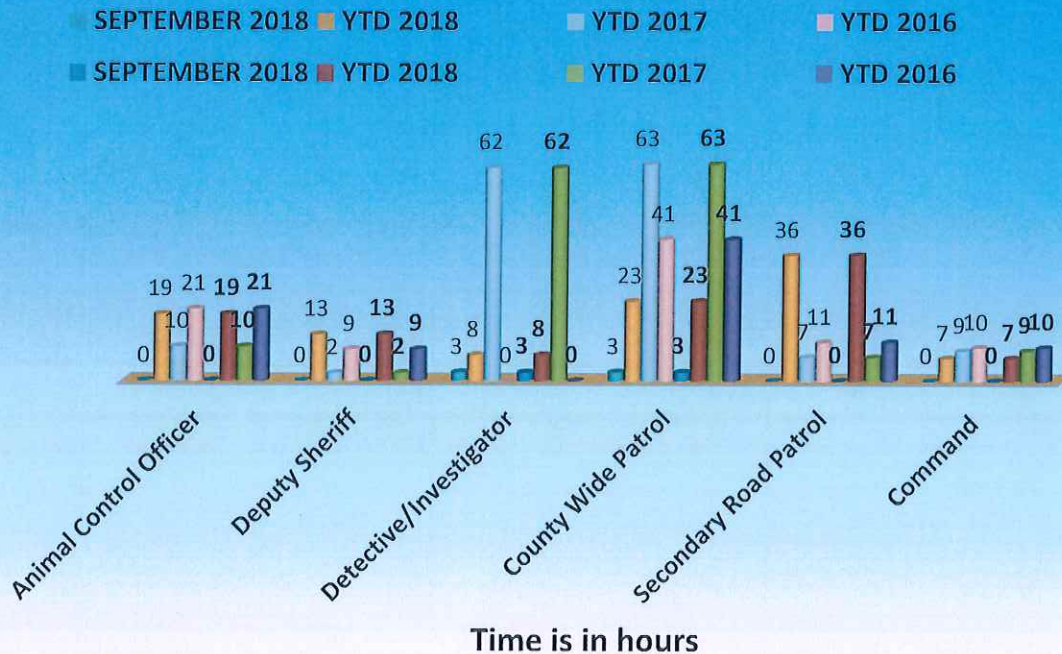


Washtenaw County Sheriff's Office

Bridgewater Township Services—SEPTEMBER 2018

Sheriff Activity by Position

Time spent in Bridgewater Township



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.

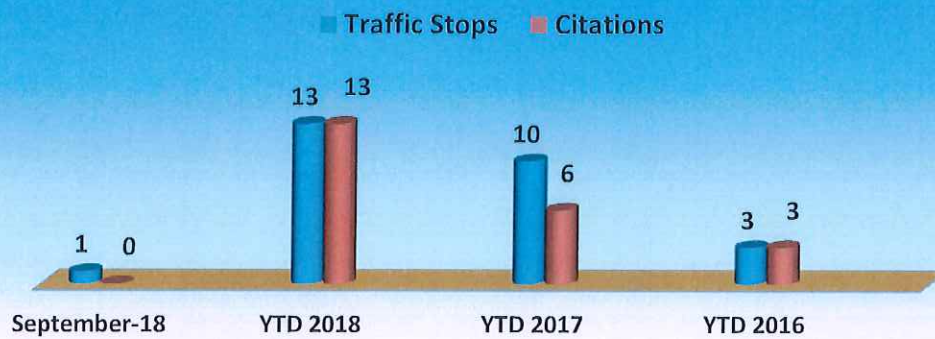
Secondary Road Patrol: A partially funded grant to provide traffic enforcement on secondary roads throughout the County. Respond to and investigate traffic related incidents on secondary roads. On call investigators for serious injury and fatal motor vehicle crashes.

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—SEPTEMBER 2018

Traffic Enforcement--Bridgewater Township



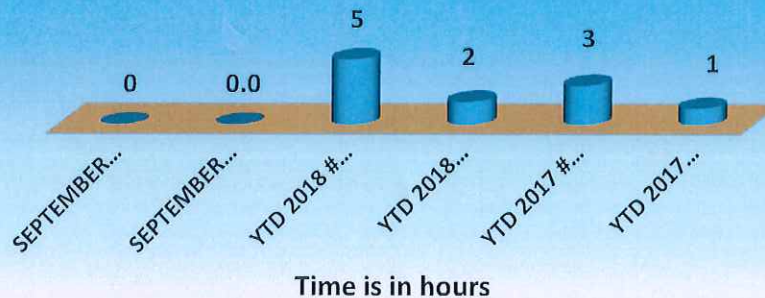
Bridgewater Township Calls for Service

Includes WCSO & MSP



Contract Deputies into Bridgewater Township

■ Manchester-Lodi Deputies





September 10, 2007

Jolea Mull
Bridgewater Township Supervisor
P.O. Box 28
Bridgewater, MI 48115

Regarding: Bridgewater Commons
 • OHM Job No. 0022-05-1043
 Preliminary Utility Punchlist
 Record Drawing Request
 Escrow Status

Dear Ms. Mull:

The construction of the public sanitary for the Bridgewater Commons project has been completed. Due to contractor pace and field changes, the inspection escrow has been depleted. The items that follow in this letter are necessary for final acceptance of the project. Homes shall not be served by the sanitary main, and therefore, certificates of occupancy shall not be issued until the following are addressed.

Additional escrow in the amount of \$2,800 shall be posted with the Township. This amount will cover overages of the original escrow already incurred by OHM as well as punch list review, asbuilt review, and sanitary easement review.

Please refer to the attached Preliminary Utility Punchlist for a list of the deficiencies that must be corrected before Final Approval of the project.

In pursuit of acceptance of the referenced project by the Township of Bridgewater, we are requesting that Record Drawings and related documents be prepared at this time. Initial record drawings should be submitted to this office by November 1, 2007. Upon completion of record drawings and any applicable easements recorded, any monies in the inspection escrow will be released.

We are transmitting a complete set of Inspector Daily Reports, lead reports, if applicable, and a list of Record Drawing requirements to the applicant. When changes have occurred in the field from the approved plans it is the Designer's responsibility to verify final grades and locations of all utilities and paving where applicable. *Tie down measurements and top of casting elevations to all utility structures or building corners will also be the responsibility of the engineer providing the record drawings.*

Prior to submitting the final Record Drawings, please send one (1) set of blue line drawings along with applicable easement sketches and descriptions on legal-size paper for review, and sign and seal the enclosed grading certificate. We will ultimately need two (2) sets of mylars, two (2) sets of legal size copies, and one (1) CD ROM in AutoCAD format for final distribution once approved.

PLEASE PUT THE OHM JOB NUMBER ON THE LOWER RIGHT BORDER OF THE DRAWINGS.

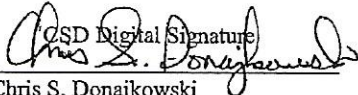
Bridgewater Commons

September 10, 2007

Page 2

The submittal of these record drawings should by no means constitute final acceptance of the utilities on site by Bridgewater Township.

Thank you for your cooperation,
Orchard, Hiltz & McCliment, Inc.


OSD Digital Signature

Chris S. Donajkowski
Field Client Representative

cc: ✓ Cindy Carver, Bridgewater Township Clerk
Dave Faust, Bridgewater Township Trustee
Jim Haeussler, Peters Building Co., 172 S. Industrial Drive, P.O. Box 577, Saline, MI 48176
File



"Copy"

May 28, 2008

Jolea Mull
Bridgewater Township Supervisor
P.O. Box 28
Bridgewater, MI 48115

Regarding: Bridgewater Commons
 OHM Job No. 0022-05-1043
 Project Status

Dear Ms. Mull:

Our office issued a letter to your attention on September 10, 2007 regarding the status of the above project and the outstanding items needed for project acceptance. Since that time we have not received the requested information or had any contact with the developer or their agents. The items identified in that letter remain outstanding and our identified below:

1. Punch list item corrections
2. Record drawings
3. Sanitary easement descriptions
4. Additional escrow deposit

In addition to the previously requested items, at this time we recommend the Township request a bond for the final paving course for Joann Trial. This will ensure the Township has the ability to provide a finished pavement surface in the event the developer is not still involved in the project at build-out. As we discussed, we do not recommend final paving until the development is 70 to 80 percent complete. This could be years from now, and this bond would assure a completed infrastructure project for the Township at that time.

Please note the items of immediate concern are the sanitary easement descriptions, the record drawings, and the additional escrow deposit. The record drawings and easement descriptions are necessary to accept the sanitary main as a public utility. We do not recommend allowing private connections to this facility until the easements are in place.

A copy of the punchlist and letter issued in September are included for your reference. In that letter, you will notice we requested the record drawings and easements be submitted for review by November 1, 2007. At this time, we would ask for the documents to be submitted as soon as possible, but in no less than 30 days.

Feel free to contact me at 734-522-6711 if you have any further questions.

"Copy"

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.



William Craigmile, P.E.
Township Engineer



Marcus J McNamara
Project Engineer

cc: Cindy Carver, Bridgewater Township Clerk
• Dave Faust, Bridgewater Township Trustee
Jim Haeussler, Peters Building Co., 172 S. Industrial Drive, P.O. Box 577, Saline, MI 48176
Ron Finkbeiner, Bridgewater Lumber Co., 8370 Boettner Rd, Bridgewater, MI 48115
File



June 25, 2009

Jolea Mull
Bridgewater Township Supervisor
P.O. Box 28
Bridgewater, MI 48115

Regarding: Bridgewater Commons
 OHM Job No. 0022-05-1043
 Project Status

Dear Jolea:

Our office issued letters to your attention on September 10, 2007 and September 28, 2008 regarding the status of the above project and the outstanding items needed for project acceptance. We have attached a copy of each letter for your further reference. Since that time we have not received the requested information or had any contact with the developer or their agents. The items identified in that letter remain outstanding and are identified below:

1. Punch list item corrections
2. Record drawings
3. Sanitary easement descriptions
4. Additional escrow deposit

In addition to the previously requested items, at this time we recommend the Township request a bond for the final paving course for Joann Trial, the completion of the detention basin construction and site grading. This will ensure the Township has the ability to provide a finished pavement surface and a working storm water management system in the event the developer is not still involved in the project at build-out. As we discussed, we do not recommend final paving until the development is 70 to 80 percent occupied. This could be years from now, and this bond would assure that the entire infrastructure for the project is completed.

Please note the items of immediate concern are the sanitary easement descriptions, the record drawings, and the additional escrow deposit. The record drawings and easement descriptions are necessary to accept the sanitary main as a public utility. We do not recommend allowing private connections to this facility until the easements are in place.

If the Township does not acquire easements for the public portion of the sewage collection system, the Township may be in violation with the Part-41 Construction Permit requirements issued by the Michigan Department of Environmental Quality for this project.

As previously stated in our letter dated September 10, 2007 we have an outstanding escrow balance of approximately \$2,700.00. We anticipated the Township would require the completion of the project per the originally approved site plan. However, that does not seem to be a Township priority. We have enclosed our invoice No. 126848 in the amount of \$2,710.50. And we are requesting final payment for our service provided to date. We will not provide any additional services concerning this project until we receive a written request from the Township for further services. We will be closing our file on this project.

If you have any questions or would like to discuss the matter further, please contact either of us at (734) 522-6711.

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.



William Craigmile, P.E.
Township Engineer



Marcus J McNamara
Project Engineer

cc: Fred Lucas, Township Attorney, Lucas Law
Dave Faust, Bridgewater Township Trustee
File



SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Peters Building Co., PO Box 577, Saline, MI 48176 (herein referred to as Principal), and the HARTFORD FIRE INSURANCE COMPANY, Hartford CT 06115, as Surety, are held and firmly bound unto the Bridgewater Township, PO Box 28, Bridgewater, MI 48115 (herein referred to as Obligee) for the use and benefit of the said Obligee, in the penal sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns.

NOW THEREFORE, the condition of this obligation is such that, whereas, if the Principal constructs Private Road

and completes said work in accordance with the specifications set forth in the site plan for the Bridgewater Commons Condominium Project

then this obligation shall be void, otherwise to remain in full force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

This bond has a one year term ending October 20, 2007 and may be renewed annually thereafter by a continuation certificate provided by the Surety at the anniversary date listed below.

This bond may be cancelled at the end of the above term by Surety by providing ninety (90) days notice to the

Sealed with our seals and dated this October 20, 2006

Jeri Knight
Witness
Jeri Knight

Peters Building Co.
By James G. Haeusster
James G. Haeusster
President

HARTFORD FIRE INSURANCE COMPANY

[Signature]
Witness

By Dan Hines
Dan Hines Attorney-in-fact

BRIDGEWATER TOWNSHIP

10990 Clinton Rd, Manchester, MI 48158

(517) 456-7728

www.twp-bridgewater.org

Laurie Fromhart, Supervisor
Tom Wharam, Clerk
Michelle McQueer, Treasurer

David Faust, Trustee
Geoffrey Oliver, Trustee

October 18, 2018

Ron and Joann Finkbeiner
Bridgewater Commons Development LLC
109 Joann Trail
P.O. Box 20
Bridgewater, MI 48115

Re: Bridgewater Commons

Dear Ron and Joann:

This letter serves a follow-up notice from my previous letter dated September 17, 2018 regarding grinder pump easements. Our Township engineer has reviewed the project file for the Bridgewater Commons development to address outstanding items. Please see the attached review letter from Township engineer Kristofer Enlow.

Please note the outstanding items listed in the Township engineer's report are your responsibility and must be submitted to the Township for review and approval. Also no further sanitary sewer connections and grinder pumps shall be permitted until all outstanding items are addressed.

I trust the requested documents can be produced in a timely manner to allow you to move forward with your development.

Please don't hesitate to contact me if you have any questions or concerns.

Sincerely,

Laurie Fromhart
Bridgewater Township Supervisor

October 17, 2018

Laurie Fromhart
Bridgewater Township
10900 Clinton Road
Manchester, MI 48158

Regarding: Bridgewater Commons – Project Close Out

Ms. Fromhart,


initiative

We have reviewed information provided to our office regarding this project. This includes letters from the Township's former engineer, the Washtenaw County Public Health department, and the amended Master Deed. We have also performed a site inspection of the final paving of JoAnn Trail within the development.

After reviewing these documents, we have determined that the following items must be submitted for review and approval:

1. As-Built Record Drawings: These need to include the horizontal and vertical locations of the sanitary sewers, grinder pumps, and storm sewers.
2. Sanitary easements: These specific easements, with descriptions, need to reflect the approved site plan and/or as-built condition of the sanitary sewer system and grinder pumps for all areas that were constructed.
3. Well Permits: See attached letter dated May 24, 2017.
4. Minor Site Plan Amendment: The unit numbers on the site plan need to match the unit numbers recorded in amended Master Deed.

Items 1 and 2 are necessary to accept the sanitary sewer system as a public utility. Without these items, the project may be in violation of their Part 41 Wastewater Construction Permit. **No further sanitary sewer connections and grinder pumps should be permitted until all items are addressed.** If there are any questions regarding this letter, please feel free to contact me at (734) 239-6610.

Thank you,



Kristofer Enlow, P.E.
Principal

cc: Fred Lucas, Township Attorney, Lucas Law

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

Petoskey Office
113 Howard St.
Petoskey, MI 49770

Traverse City Office
921 West 11th St., Suite 2E
Traverse City, MI 49684

Toledo
419.242.3428 ph

734 663.2622 ph
734 663.6759 fx

231 347.2523 ph
231 347.2524 fx

231 649.1065 ph
231 944.1709 fx



May 24, 2017

MR. RON FINKBEINER
109 JOANN TRAIL
BRIDGEWATER, MI 48115

RE: Bridgewater Commons
Site Condo Development

Dear Mr. Finkbeiner:

In response to our discussion while on site at the above referenced development on May 11, 2017, I would like to clarify the status of the development as it relates the existing phase of development and any subsequent phases to be developed.

Existing Phase One – Units 1-12

To date, well permits have been issued for 5 of the 6 duplex units, including our most recent issuance of the well permit for Units 5-6, issued on May 11, 2017. The only Units that have not received a well permit are Units 9-10.

Phase One has been a challenge for our office due to the lack of required documentation for this development. The current plan being used for well permit issuance was submitted by Wilcox Professional Services, has a “revised per Twp. engineer” date of 10/9/08, but is not sealed and stamped by the submitting engineer, or approved by our office. This plan consists of a single sheet described as sheet 9 of 11, the Soil Erosion Plan. Although it is the most complete and accurate of the revisions within the file, it does not reflect the approval of this office. For reference, when site approval is granted from our office, there is a cover letter of approval issued along with stamped, approved plans. These are distributed to the developer / representative, the Township, and the Michigan Department of Environmental Quality (MDEQ). Neither our office nor MDEQ has a record of these documents. This may be due to internal filing issues, however if the approval was issued you / your project engineer and/or the Township should have a copy of these documents. We are requesting a copy of the approval letter and stamped, site plan approval document if you can locate it. If said letter and stamped plan cannot be located, please provide this office with a site plan and or utilities drawing sheet for the development from the project engineer. It appears from the Master Deed that the final plan prepared for this development was dated October 3, 2007.

Another important consideration of relevance to our office is the status of the Association Of Co-Owners for this development. This is part of the Master deed that was recorded on February 1, 2007 (liber 4605 page 349). The reason this is important is because the way you have chosen to develop these properties. The ownership of the wells and sanitary sewer elements fall under common element of the development. Per Article 4 C of the Master Deed, maintenance, repair and replacement of these (and other) common element features is the responsibility of the Association. Further, per Article II, Section 4 of Exhibit A to the Master Deed, pertaining to the establishment and operation of the Association of Co-Owners, the affairs of the Association shall be governed by the Board of Directors. And per Section 6 of the same Article, the first meeting of the Association shall be convened “... in no

Public Health
555 Towner Street
Ypsilanti, MI 48198
Phone: 734-544-6700
Fax: 734-544-6705
publichealth.ewashtenaw.org



Environmental Health
705 N. Zeeb Road
Ann Arbor, MI 48103
Phone: 734-222-3800
Fax: 734-222-3930
environmentalhealth.ewashtenaw.org

event later than fifty-four (54) months after the first conveyance of title to a unit...” Washtenaw County equalization records reflect that unit title conveyance for these properties date as far back as 2007. It is the position of this office that the Bridgewater Commons Co-Owner Association must be established in accordance with requirements set forth in the recorded Master Deed prior to any further permit issuance by this office.

Proposed Subsequent Phases

To move forward with any subsequent phases of the development, a new site plan complete with supporting documentation must be submitted showing all elements required according to the Sections 2.0 and 3.0 of the *“Processing Procedures and Guidelines for Subdivision and Site Condominium”*; specifically, sub-sections 2.1 – 2.2, 2.4 – 3.9. I can provide a digital copy of this document upon request.

The Master Deed will need to be amended to include information regarding subsequent phases, and must be reviewed and approved by this office prior to being recorded with the Washtenaw County Register of Deeds office.

Please feel free to contact me with any questions you may have regarding this correspondence. I can be reached via phone at (734) 222-3959 or email: bernbeckd@ewashtenaw.org. I look forward to working with you in the future.

Sincerely,

Denise Rae Bernbeck, R.S.
Senior Sanitarian

CC: Bridgewater Twp.



Compose

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Inbox 5

RE: Easement Yahoo/Inbox

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Kristofer Enlow <kenlow@bria2.com> Oct 28 at 5:48 PM
 To: Frederick Lucas
 Cc: Laurie Fromhart

Fred,

The legal description that your office provided includes all of the commons area for the current development (the north and east sides of the road). These areas include the sanitary sewer and the grinder pumps. The description is more area than required, but technically meets what the Township needs to maintain the sewer system.

Let me know if you have any questions.

Kristofer Enlow, P.E.

Principal

Beckett & Raeder, Inc.
Making Great Places for over 50 Years

535 West William St., Suite 101
 Ann Arbor, MI 48103

Office Line: 734.663.2622

Direct Line: 734.239.6610

Cell Phone: 734.216.2975

Petoskey, MI 231.347.2523
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Please visit us at www.bria2.com

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- Assessing
- Barbu Event Barn
- Bemis Rd Bridge
- Bridgewater Bank
- Bridgewater Commor
- Bridgewater Village T
- Broadband
- Cemetery
- CEO

**PERMANENT NON-EXCLUSIVE EASEMENT FOR
PUBLIC UTILITIES**

This permanent non-exclusive easement for sanitary sewer and storm sewer lines and associated improvements ("EASEMENT") is made this ____ day of _____, 2018, by and between **BRIDGEWATER COMMONS DEVELOPMENT, LLC** whose address is 109 Joann Trail, Bridgewater, MI 48115 (the "OWNER") and the **TOWNSHIP OF BRIDGEWATER**, , a Michigan municipal corporation, whose address is 10990 Clinton Road, Manchester, MI 48158 (the "TOWNSHIP") who agree as hereinafter set forth:

WHEREAS:

1. The OWNER has developed a condominium development in Bridgewater Township identified as Bridgewater Commons, Washtenaw County Condominium Subdivision Plan No. 545. (the "DEVELOPMENT") on the following described real property:

PART OF THE EAST 1/2 OF SECTION 1, T4S-R4E, BRIDGEWATER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE N 1/4 CORNER OF SAID SECTION; THENCE S01°39'30"W, 1632.41 FEET, ALONG THE N-S 1/4 LINE, TO THE POINT OF BEGINNING; THENCE S88°28'06"E, 114.85 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 81.64 FEET, SAID CURVE HAVING A RADIUS OF 345.00 FEET, CHORD BEARING AND DISTANCE OF S81°41'22"E, 81.45 FEET AND CENTRAL ANGLE OF 13°33'28"; THENCE S74°54'38"E, 96.15 FEET; THENCE N15°05'22"E, 197.27 FEET; THENCE S89°52'15"E, 908.27 FEET; THENCE S01°22'40"W, 421.49 FEET; THENCE N84°53'55"W, 230.76 FEET; THENCE S01°22'40"W, 100.21 FEET; THENCE N84°53'55"W, 82.19 FEET; THENCE S03°19'30"W, 496.78 FEET; THENCE N80°39'30"W, 68.42 FEET, ALONG THE CENTER LINE OF AUSTIN ROAD; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 226.22 FEET, SAID CURVE HAVING A RADIUS OF 2864.94 FEET, CHORD BEARING AND DISTANCE OF N78°23'46"W, 226.17 FEET AND CENTRAL ANGLE OF 04°31'27"; ALONG THE CENTER LINE OF AUSTIN ROAD; THENCE N14°34'21" E, 199.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, AN ARC DISTANCE OF 62.14 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, CHORD BEARING AND DISTANCE OF N03°13'47"W, 61.15 FEET AND CENTRAL ANGLE OF 35°36'17"; THENCE N21°01'55"W, 198.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 48.31 FEET, SAID CURVE HAVING A RADIUS OF 122.00 FEET, CHORD BEARING AND DISTANCE OF N09°41'13"W, 48.00 FEET AND CENTRAL ANGLE OF 22°41'25"; THENCE N01°39'30"E, 64.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, AN ARC DISTANCE OF 80.18 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, CHORD BEARING AND DISTANCE OF N36°37'34"W, 74.35 FEET AND CENTRAL ANGLE OF 76°34'08"; THENCE N74°54'38"W, 258.85 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, AN ARC DISTANCE OF 19.01 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, CHORD BEARING AND DISTANCE OF N80°21'20"W, 18.98 FEET AND CENTRAL ANGLE OF 10°53'25"; THENCE N84°53'55"W, 265.51 FEET; THENCE N01°39'30"E, 79.49 FEET, ALONG THE N-S 1/4 LINE, TO THE POINT OF BEGINNING, CONTAINING 12.58 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

2. The master deed for the DEVELOPMENT is recorded at Liber 4605, Page 349, Washtenaw County Record.

3. Article IV of the master deed easements for all utilities within the development are dedicated to the entities providing such services.

4. The TOWNSHIP has in the past and may in the future install utilities over, upon and/or under OWNER'S property, in the common areas, to serve the condominium units.

5. The OWNER has allowed and agrees to in the future allow the TOWNSHIP and/or its agents, licensees and contractors, to enter onto OWNER'S property to construct and complete sanitary sewer installation and related improvements; and

6. The parties now wish to execute this document to recognize the existing easement for the utilities;

NOW THEREFORE, for the consideration of one dollar (\$1.00), it is agreed as follows:

1. OWNER grants and conveys to the TOWNSHIP a permanent, non-exclusive EASEMENT for the installation, maintenance, repair and replacing of sanitary sewer lines and all improvements related thereto, including but not limited to grinder pumps, and storm sewer lines and all improvements related thereto (hereafter referred to as the "PUBLIC UTILITIES") over all of the common areas of the DEVELOPMENT, as is reasonably necessary.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the right to enter upon the lands of the DEVELOPMENT for the purpose of maintaining, repairing or replacing the PUBLIC UTILITIES.

3. The PUBLIC UTILITIES located within the DEVELOPMENT are and will be owned by the TOWNSHIP.

4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the easement and has the authority to grant the EASEMENT to the TOWNSHIP.

5. The OWNER covenants and agrees that neither the OWNER nor any other person or entity shall construct any building or structure over or above any existing or future PUBLIC UTILITY.

6. The EASEMENT shall run with the land and shall be binding on the OWNER, their heirs, successors or assigns.

7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

OWNER

**BRIDGEWATER COMMONS
DEVELOPMENT, LLC**

By:
Its:

State of Michigan }
 }SS
County of Washtenaw }

On this ___ day of _____, 2018, before me, a Notary Public, in and for said County and State, personally appeared _____ on behalf of the Bridgewater Commons Development, LLC and acknowledged said instrument to be his/her free act and deed.

_____, Notary Public
_____ County, MI
Acting in _____ County
My Commission expires: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:

Frederick Lucas
Attorney at Law
LUCAS LAW, PC
7577 US Highway 12, Suite A
Onsted, MI 49265
517.467.4000

BRIDGEWATER TOWNSHIP
PLANNING COMMISSION MEETING
MONDAY 7 PM SEPTEMBER 10,2018
BRIDGEWATER TOWNSHIP HALL
10990 CLINTON RD.
AGENDA (Draft Minutes)

I. CALL TO ORDER

*Meeting called to order by Chair Cal Messing at
7:08pm*

II. ROLL CALL

*Present: Messing, Baetens, Horney, McQueer, and
Iwanicki
Absent: None*

III. CITIZEN PARTICIPATION

None

IV. REVIEW AND APPROVE AGENDA

*Moved by Messing, second by Horney. Approved by
unanimous voice vote*

V. APPROVAL OF MINUTES

A. August 13, 2018 Planning Commission meeting

*Moved by Messing, second by Baetens. Approved by
unanimous voice vote*

V. PUBLIC HEARINGS

None scheduled

VII. OLD BUSINESS

A. Bridgewater Bank site plan/work update

*Work continues on cooler construction on the southwest
property corner. Rodney indicated that he thought that
there may some further movement on the parking lot*

phase of the project in the near future as they had been in communication with him.

B. Michigan Ave storage facility follow up.

No further documentation has been submitted to allow the use of the property for recreational vehicle/boat storage facility.

VIII. NEW BUSINESS

A. Kosmalski Final Site plan review

Mr. Kosmalski submitted site drawings showing proposed expansion of the building and site plan associated with such. Mr. Nanney reviewed submittal with PC.

IX. COMMUNICATIONS

A. Zoning Administrators Report

Mr. Nanney reviewed his submitted report and pertinent items since the report. There will need to be a ZBA meeting scheduled for October. Cal can no longer be on ZBA as he is PC chair.

B. Trustees Report

Ms. McQueer gave a brief summary of the Board of Trustees September meeting for those who were not in attendance.

X. INFORMATIONAL ITEMS

A. Training follow up

Mr. Messing and Ms. McQueer shared some of the highlights and useful items learned from their recent training seminar.

Non-agenda item: Mr. Horney brought up the issue of the Air Bnb/short term rentals that had been receiving significant write up in literature the planning commission

receives. Mr. Nanney said it could currently be construed as a business activity not allowed under our current ordinance. While it was generally agreed upon that this is not as significant an issue for our township as it might be for some other entities, it was decided that we should ask the Trustees if they wanted to offer any direction in this matter.

XI. PUBLIC COMMENT

There was no public comment

XII ADJOURNMENT

The next meeting will be October 8, 2018 7 pm. Messing move to adjourn, Baetens second. Approved by unanimous voice vote. Meeting adjourned at 8:24 pm.



Compose

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Re: Planning Commission Bylaws and calendar items Yahoo/Inbox

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Bridgewater Bank

Bridgewater Commor

Bridgewater Village T

Broadband

Cemetery

CEO

Rodney Nanney <rodney@buildingplace.net>
To: Calvin Messing
Cc: Kathy Baetens, Dave Horney, Mark Iwanicki, Michelle McQueer, Tom Wharam

Dear planning commissioners:

When the Planning Commission Ordinance No 64 was amended in 2017 to change the membership from seven to five, corresponding changes to the Planning Commission's bylaws were not immediately addressed. We have recently undertaken a review of the bylaws, and have identified a number of additional changes and improvements that should be made to clarify the Planning Commission's procedures and bring the bylaws into line with current practices.

In addition, we would like to ask the Commission to consider moving our regular meeting date away from the second Monday of the month. The reason for this is that this day is a very popular one for Township Board meetings in other communities, and we have recently begun receiving more frequent requests to be available on that day to attend these meetings. If possible, we would ask the Commission to consider the third or fourth Monday as an alternative regular meeting date. We are also open to other potential meeting dates, and will bring our calendar to the meeting for discussion purposes.

We recommend that any change to the schedule should be made effective beginning in 2019 to provide time for interested parties to become aware of the change.

A copy of the current bylaws, the Planning Commission Ordinance, and a marked-up copy of the proposed amendments to the bylaws are all attached for your review. You will note that the proposed amendments include significant re-organization of the information, as well as some new elements. The re-organization is needed to provide a more logical flow to the document, and to emphasize the importance of certain provisions, including conflicts of interest.

Proposed amendments to the bylaws can be discussed at this meeting, but any action should be held off until the next regular meeting. Please note that any approved amendments to the bylaws should also be submitted to the Township Board, following Planning Commission adoption, for their review and acceptance.

Please contact me with any questions about this information.

Regards,

BRIDGEWATER TOWNSHIP PLANNING COMMISSION BY-LAWS

Adopted: March 14, 2011

[Additions are shown in blue underlined text, and deletions are shown in ~~red-strikethrough text~~]

I. AUTHORITY

The following rules of procedure are hereby adopted by the Bridgewater Township Planning Commission (hereinafter referred to as the Commission) to facilitate the performance of its duties as outlined in the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL125.3801, et seq., and the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq.

~~IV.~~II. DUTIES OF THE PLANNING COMMISSION

The Planning Commission shall perform the duties outlined in the Michigan Planning Enabling Act, the Michigan Zoning Enabling Act, the Township's Planning Commission Ordinance No. 64, and other applicable laws and ordinance. These duties include the following:

~~Prepare, review and update a master plan as a guide for development within the Township's planning jurisdiction.~~

~~Take such action on petitions, staff proposals and Township Board request for amendments to the zoning ordinance as required.~~

~~Take such action on petitions, staff proposals and Township Board requests for amendments to the master land use plan as required.~~

~~Prepare an annual written report to the Township Board of the Commission's operations and the status of planning activities, including recommendations regarding actions by the township board related to planning and development.~~

~~Take such actions as authorized or required by the Michigan Planning Enabling Act.~~

~~Take such actions as authorized or required by the Michigan Zoning Enabling Act.~~

~~Review subdivision proposals and recommend appropriate actions to the Township Board.~~

~~Prepare a capital improvements program (if not exempted from preparing a capital improvements program by Township Board resolution).~~

~~Commission members are encouraged to perform site inspections in compliance with the Open Meetings Act.~~

A. Master Plan. The Planning Commission shall be responsible for formulation of the Township Master Plan, review of amendments to the plan, holding hearings on a proposed Master Plan or amendments, and adoption of the Master Plan or amendments. If the Township Board has adopted a resolution asserting the right to approve or reject the plan, the Planning Commission shall be responsible for reporting its actions, findings and recommendations concerning the Master Plan or amendments to the Township Board for final adoption.

B. Zoning Ordinance. The Planning Commission shall be responsible for formulation of the Zoning Ordinance, review of amendments to the Zoning Ordinance, holding hearings on a proposed Zoning Ordinance or amendments, and reporting findings and recommendations concerning the Zoning Ordinance or amendments to the Township Board.

- C. Development Reviews.** The Planning Commission shall be responsible for review and action, or recommendation of an action to the Township Board, on applications for development, subdivision, and land use approvals in accordance with the applicable provisions of the Township Zoning Ordinance, the state Land Division Act (P.A. 288 of 1967, as amended), and other applicable state laws and Township ordinances.
- D. Annual Report.** The Planning Commission shall prepare an annual report to the Township Board. The Commission shall determine the elements, format, and content of the annual report, after consideration of any direction from the Board on its preparation.
- E. Work Program and Budget.** The Planning Commission shall prepare an annual work program and budget recommendation, which shall be presented to the Township Board.
- F. Other Special Studies or Plans.** The Planning Commission shall be responsible for preparing special studies, corridor or area plans, or capital improvements plans as deemed necessary by the Planning Commission or Township Board and for which appropriations of funds have been approved by the Board.
- G. Training and Education.** Commissioners shall be jointly and severally responsible for attending training workshops, planning conferences or educational programs as needed to properly fulfill Planning Commission duties, and for which the Township Board has approved appropriations of funds.
- H. Other Duties and Responsibilities.** The Planning Commission shall perform such other duties and responsibilities as defined by the Township Board or required by state law or Township ordinance, and shall respond as requested to any other matters referred by the Township Board.

III. MEMBERS

All Commission members shall agree to abide by these bylaws, including the following, to be considered Planning Commission members in good standing.

- A. Planning Commission Ordinance Requirements.** The membership requirements and standards outlined in the Township's Planning Commission Ordinance No. 64 shall apply to all Commission members.
- B. Excused Absences.** To be excused, a Commission member shall notify the Chairperson at least two (2) hours before a meeting from which he or she intends to be absent. If the Chairperson is not available, the commissioner shall notify the Vice-Chairperson, Secretary or Township Supervisor (in that order). Failure to make such notification will result in an unexcused absence. If notification is given to anyone other than the Chairperson, that person shall promptly notify the Chairperson.
- C. Resignation.** A Commission member may resign by sending a letter of resignation to the Township Supervisor, with a copy to the Planning Commission Chair.

II-IV. OFFICERS, AND THE ROLE OF THE TOWNSHIP CLERK

- A. Selection.** At the regular meeting in January of each year the Commission shall select from its membership a Chairperson, Vice-Chairperson, and Secretary.
- B. Term.** The Chairperson, Vice-Chairperson, and Secretary shall take office immediately following their election and shall hold office for a term of one year or until their successors are selected and assume office. All officers shall be eligible for re- election.
- C. Chairperson.** The Chairperson shall be the chief executive officer of the Commission and may not be a member of the Township Board or the Township Zoning Board of Appeals. The Chairperson shall:
1. preside at all meetings with all powers under parliamentary procedure; and shall conduct all meetings in accordance with the rules provided herein;
 2. shall rule out of order any irrelevant remarks; remarks that are personal; remarks about another's race, religion, sex, physical condition, ethnic background, beliefs, or similar topics; profanity; or other remarks which are not about the topic before the Commission;
 3. to the extent required by law, sign resolutions contracts or legal documents authorized by the Commission;
 4. appoint committees; appoint officers of committees or choose to let the committees select their own officers; and act as an ex officio member of all committees of the Commission;
 5. appoint an Acting-Secretary in the event the Secretary is absent from a Commission meeting;
 6. represent the Commission, along with the board representative member, before the Township Board; and
 7. perform such other duties as may be ordered by the Commission.
- D. Vice-Chairperson.** The Vice-Chairperson shall act in the capacity of the chairperson in his/her absence. In the event the office of Chairperson becomes vacant, the Vice-Chairperson shall succeed to this office for the unexpired term, and the Commission shall select a successor to the office of Vice-Chairperson for the unexpired term.
- E. Secretary.** The Planning Commission Secretary shall:
1. be responsible for the preparation of minutes, and deliver to the Township clerk for custody the Commission's official minutes and records;
 2. to the extent required by law, co-sign resolutions, contracts and legal documents authorized by the Commission;
 3. be responsible for maintaining an attendance record for each Commission member and report those records annually to the Commission for inclusion in the annual report to the Township board; and
 4. perform related administrative duties to assure efficient and informed Commission operations and such other duties as may be ordered by the Commission⁷.

- F. Role of the Township Clerk.** The Township Clerk shall oversee the issuance of such notices as may be required by the Commission, including Open Meetings Act notices, as well as notice required for specific planning or zoning actions under the Michigan Planning Enabling Act or the Michigan Zoning Enabling Act.

III.V. MEETINGS

- A. Notice.** Notice of the date, time, and location of all Commission meetings, and notice of any meeting cancellation, shall ~~required for specific planning, zoning or other land use actions will~~ be given in accordance with the Michigan Planning Enabling Act, ~~the~~ Michigan Zoning Enabling Act, Land Division Act, Open Meetings Act, Township Zoning Ordinance, ~~or and~~ other applicable ~~statute~~ laws or ordinances.
- B. Regular Meetings.** Meetings of the Commission will be held the on the ~~second Monday~~ _____ of every month at 7:00 p.m. at the Bridgewater Township Hall, 10990 Clinton Road, Manchester, MI 48158, unless an alternative public venue is required due to temporary unavailability of the Township Hall or to accommodate the anticipated meeting attendance. When a regular meeting date falls on or near a legal holiday, the Commission ~~shall~~ may select a suitable alternate date in the same month or may elect to cancel the meeting. An annual notice or regularly scheduled Commission meetings shall comply with the Open Meetings Act.
- C. Special Meetings.** A special meeting may be called by the Chairperson, or by two members of the Commission upon written request to the Secretary. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meetings Act. The Secretary shall send written notice of a special meeting to Commission members not less than 48 hours in advance of the meeting.
- D. Quorum.** ~~Four~~ Three (3) members ~~will~~ constitute a quorum for the transaction of business at all Commission meetings. Whenever a quorum is not present at a regular or special meeting, those present shall adjourn the meeting to another day in accordance with provisions of the Open Meetings Act.
- E. Agenda and Order of Business.** The Chairperson shall be responsible for preparing a tentative agenda for Commission meetings. The agenda may be modified by action of the Commission.~~F. —Order of Business.~~ The order of business for regular meetings shall be:
1. Call to Order
 2. Roll Call and Determination of a Quorum
 - ~~4-3.~~ 3. Approval of Agenda
 - ~~5-4.~~ 4. Approval of Minutes
 - ~~3-5.~~ 5. Citizen Participation
 6. Public Hearings
 7. Old Business
 8. New Business
 9. Communications
 10. Informational Items
 11. Public Comment
 12. Adjournment

M.F. Minutes. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording of votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes.

G. Meeting Cancellation. The Chairperson or acting Chairperson may cancel a Commission meeting due to inclement weather conditions, power outage or other unavailability of the meeting venue, lack of a quorum of available members, or other conditions affecting the health, safety or welfare of the members or the public. The Chairperson or Secretary shall promptly notify the Commission members of the cancellation. Notice of the cancellation shall also be posted at the Township Hall and/or on the Township's website.

VI. PLANNING COMMISSION ACTIONS AND CONFLICT OF INTEREST

V.A. Conflict of Interest. Before casting a vote on a matter on which a Commission member may reasonably be considered to have a conflict of interest, the member shall disclose any potential conflict of interest to the planning commission. Failure of a member to disclose a potential conflict of interest as required by these Bylaws constitutes malfeasance in office.

1. Conflict of interest occurs when:
 - a. Planning Commission member owns, leases, or rents property that is the subject of a request.
 - b. An immediate family member is involved in any request for which the planning commission is asked to make a decision. "Immediate family member" is defined as an individual's father, mother, son, daughter, brother, sister, and spouse and a relative of any degree residing in the same household as that individual.
 - c. The planning commission member has a business or financial interest in the property involved in the request or has a business or financial interest in the applicant's company, agency or association.
 - d. There is a reasonable appearance of a conflict of interest, as determined by a majority vote of the remaining members of the planning commission.
2. Once a Commission member discloses a potential conflict of interest, the remaining members of the Commission shall evaluate the potential conflict and shall make a determination by roll call vote as to whether or not there is an actual conflict of interest.
3. A Commission member with-determined to have a conflict of interest ~~should~~ shall not participate in any discussion or decision regarding the property. ~~There can be no, and to avoid even the appearance that the conflicted member is of~~ influencing the ~~Planning~~ Commission on any conflicted matter, ~~and therefore she or he should~~ the conflicted member shall not sit with the ~~Planning~~ Commission until after the matter on which a conflict exists is discussed and any vote thereon is completed.

B. Parliamentary Procedure. Parliamentary procedure in Commission meetings shall be informal.

G.C. Public Hearings. All public hearings held by the Commission must be held as part of a regular or special meeting of the Commission after proper notice. The following order of presentation and rules of procedure apply to public hearings:

1. Presentation of petition or request by applicant
2. Consultant Comments
3. Commission member comments
4. The Chairperson opens the public hearing by motion and roll call vote, announces the subject, and summarizes the procedures to be followed during the hearing and the rules of conduct for public comments, as follows:
 - a. All comments must be addressed to the Chairperson.
 - b. Each person will be given an opportunity to be heard. The Chairperson may elect to allow persons to speak only once, or may permit additional public comments.
 - c. The Chairperson may terminate a presentation if comments become excessively repetitive or stray from the issues at hand.
 - d. For large hearings, the Chairperson may impose a time limit of three (3) minutes per person on all individual public comments.
 - e. The Chairperson expects courtesy from all participants during the public hearing; applause, booing, shouting or other public outbursts will not be tolerated.
5. Other persons desiring to comment on the petition are recognized including any letters or petitions received by the Commission regarding the subject.
6. The chairperson closes the public hearing by motion and roll call vote, and returns to the regular or special meeting.
7. The Commission discusses, deliberates and takes action on the petition or request by motion and roll call vote.
- ~~8. To ensure that everyone has the opportunity to speak, the Chairperson may elect to limit the time permitted for each person to speak. The applicant may be permitted additional time as the chairperson allows. The chairperson also may elect to allow persons to speak only once, until all persons have had an opportunity to speak, at which time the Chairperson, in his or her discretion, may permit additional comments. All comments by the public, staff, and Commission members shall be directed to the chairperson. All comments shall be related to the matter at hand; unrelated matters will be ruled out of order.~~

~~**H.D. Motions.**~~ ~~Motions shall be restated by the chairperson before a vote is taken.~~ Decisions of the Planning Commission shall be based upon sound planning and zoning principles, applicable ordinance standards, and findings of fact relevant to the request.

1. Commission motions may include some or all of the following elements, as applicable to the request:
 - a. Summary of the request, the proposed action (approval, denial, approval

- with conditions or recommendation for Township Board action), and any conditions.
- b. Statement of findings of fact and conclusions that support the proposed action and conditions. Commissioners may choose to make a separate motion identifying relevant findings of fact before making a motion to take action on the request.
 - c. Citing of relevant sections of state laws, Township ordinances, and staff, consultant or agency reports.
 - d. If the decision involves a site plan, plat or other drawings or exhibits, the motion shall include references to the title of the drawing or exhibit, number of sheets, and its creation or revision date.
 - e. Identification of who will be responsible for verifying that all conditions have been satisfied (i.e. Zoning Administrator, Consultant or other person).
2. The Chairperson shall make certain that everyone is clear on the motion, and shall request that the motion be restated if necessary before a vote is taken. The name of the commissioners who made and seconded each motion shall be recorded.

~~I. Findings of Fact.~~ All actions taken in an administrative capacity (including but not limited to, special use permits, subdivisions, zoning, site plan review, planned unit developments, review and submission on another municipality's proposed plan, review and submission on a capital improvement, review of township zoning) shall include each of the following parts:

- ~~1. A finding of fact, listing what the Commission determines to be relevant facts in the case in order to eliminate misleading statements, hearsay, irrelevant, and untrue statements.~~
- ~~2. Conclusions to list reasons based on the facts for the Commission's action, often directly related, or not, to a finding of compliance, or noncompliance, to standards.~~
- ~~3. The Commission's action; recommendation or position, approval, approval with conditions, or disapproval.~~

~~K.E.~~ **Voting.** An affirmation vote of the majority of the ~~Commission~~ quorum of commissioners present at the meeting shall be required for the approval of any requested action or motion placed before the Commission unless a larger number is required by law.

1. Voting shall ordinarily be voice vote for administrative and procedural actions; provided however that a roll call vote shall be required to open and close a public hearing, to vote on any site plan, special use, rezoning, planned unit development or other application before the Commission, and if requested by any Commission member or directed by the Chairperson.
2. All members of the Commission including the Chairperson shall vote on all matters, but the Chairperson shall vote last. Any member may be excused from voting only if that person has a ~~bonafide~~ conflict of interest as ~~recognized determined by the majority of the remaining members of the Commission consistent with the procedure outlined in subsection "A" (Conflict of Interest) above.~~ Any member abstaining from a vote shall not participate in the discussion of that item.

~~J.F. Notice of Decision. A written notice containing the decision of the Planning Commission will be sent to petitioners and originators of a request.~~ The Chairperson or Secretary shall prepare a written notice of the Planning Commission decision, including the approved motion and any conditions, to the applicant, petitioner or originator of a request. Electronic transmittal of the notice is acceptable, provided that a record of the transmittal is kept by the Secretary.

VII. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS

Commission meetings shall be open to the public and held in a place accessible to the public. All Commission deliberations and decisions shall be made at a regular or special meeting open to the public. A person shall not be excluded from a Commission meeting except for breach of the peace committed at the meeting. ~~N. Public records. All meetings, minutes, records, documents, correspondence and other materials of the Commission shall be open to public inspection in accordance with the Freedom of Information Act, except as may otherwise be provided by law.~~

VIII. ADOPTION AND AMENDMENTS

These bylaws may be amended by the Commission at ~~any a~~ regular meeting by a majority vote of the full Planning Commission membership, provided that the bylaws and any potential amendments shall first be included on a Planning Commission meeting agenda for discussion; and provided that all members have received an advanced copy of the proposed amendments at least three (3) days prior to ~~the a subsequent regular~~ meeting at which such amendments are to be considered for adoption. Upon adoption, ~~of these the amended~~ bylaws of (date), they shall become effective and all previous bylaws shall be repealed.

THESE BYLAWS ~~ARE WERE DULY~~ ADOPTED BY THE THIS 14 DAY OF MARCH, 2011 BRIDGEWATER TOWNSHIP PLANNING COMMISSION DURING A REGULAR MEETING HELD ON _____, 20_____.

Chairperson

Secretary

WASHTENAW COUNTY ROAD COMMISSION

MEMO TO: S. Siddall
Managing Director

CC: C. Ryan

FROM: Tiffany Lobbestael

SUBJECT: Staff Report for period of September 24th, 2018 thru October 7, 2018

DATE: October 16, 2018

TOWNSHIP REPORT

OPERATIONS REPORT

MAINTENANCE

Scraping of gravel roads and patching of paved roads were performed throughout the county. In addition, the following maintenance activities were performed in individual townships:

ANN ARBOR TOWNSHIP

- Repair Shoulder – E Huron River Service Drive

AUGUSTA TOWNSHIP

- Ditching – Butler Road
- Fallen Trees – Willis Road
- Limestone Patch – Hitchingham Road, Judd Road, Torrey Road: 75 tons
- Stump Removal – Talladay Road

BRIDGEWATER TOWNSHIP

- Boom Mow – Austin Road
- Primary Road Dust Control
- Roadside Debris – Clinton Road
- Street Sweeping – Arkona Road, Austin Road, Boettner Road, Braun Road, Clinton Road, Eisman Road, Ernst Road, Hoelzer Road, Kies Road, Lima Center Road, McCollum Road, Neblo Road, Parker Road, Schellenberger Road, Wallace Road, Wilbur Road, Willow Road