

**BRIDGEWATER TOWNSHIP
BOARD OF TRUSTEES MEETING
THURSDAY, NOVEMBER 2, 2017**

AGENDA

- I. CALL TO ORDER / PLEDGE ALLEGIANCE
- II. CITIZEN PARTICIPATION
- III. APPROVAL OF BOARD MEETING MINUTES – OCTOBER 5, 2017 REGULAR MEETING AND OCTOBER 18, 2017 SPECIAL MEETING
- IV. REVIEW AND APPROVE AGENDA
- V. UNFINISHED BUSINESS
- VI. Bridgeway Cummins Planned Equipment Maintenance Proposal 3-Year Term
- VII. NEW BUSINESS
 - A. Financials, Approve Budget Amendment & Disbursements from October 1, 2017 through October 31, 2017
 - B. Formal Request for Revised Approval Letter of Ball Land Division
 - C. Medical Marijuana Licensing Facilities Act -Discussion to Opt-in or Opt-out
- VIII. 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
 - I. Farmland Preservation Board Report – Minutes included in Board packet
- IX. CITIZEN PARTICIPATION
- X. ADJOURNMENT

Bridgewater Township Board of Trustees Minutes

I. CALL TO ORDER

7-Sep-17 meeting called to order by Supervisor Fromhart at 7:03 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
Citizen attendance: 14

II. CITIZEN PARTICIPATION

- None

III. APPROVAL OF MINUTES

- Motion to approve the 3-Aug-17 meeting minutes as amended – Mr. Faust; support – Ms. McQueer; Vote – unanimous

IV. REVIEW AND APPROVE AGENDA

- Motion to approve the agenda as amended – Mr. Oliver; support – Mr. Faust; Vote – unanimous

V. PRESENTATION OF 2017 AUDIT – Philip R. Rubley, CPA

- Mr. Rubley walked through the Annual Financial report
- The township is in excellent financial shape with no material weaknesses
- The annual financial report is on file

VI. UNFINISHED BUSINESS

A. Stantec's Scope of Services for GSM Annual Inspection

- Received comments from GSM in email and hard copy 25-Aug-17
- Most items requested by the township were received; the executed copy of the bond is still not available
- Stantec's first proposal was received in May
- Stantec is willing to share the aerial photographs (~\$5000 value) with GSM & use GSM water sample (~\$2000 cost reduction); township to provide accounting
- New quote \$9000 - \$14,000 for annual verification of GSM annual report
- Mr. Oliver stated that according to ordinance the gravel pit must produce annual report; engineer reviews report; if a deficiency is found, board decides what to do next
- Stantec suggested we find a different engineer
- Motion for voice vote on the acceptance of Stantec's proposal to evaluate & inspect annual report - Ms. McQueer; support - Mr. Faust

Vote:

Mr. Faust – no

Ms. Fromhart – yes

Ms. McQueer – no

Mr. Oliver – no

Mr. Wharam – no

VII. NEW BUSINESS

A. Financials, Approve Disbursements from 1-Aug-17 through 31-Aug-17

- Motion to approve disbursements of \$39,469.59 for general operations and \$7,021,816.90 for sewer operations and for a total of \$46,491,7286.49 – Mr. Oliver; support – Mr. Faust; vote – unanimous
- Motion to approve \$26,197.00 for the pre-payment of the Bemis Road bridge – Mr. Oliver; support – Mr. Oliver;

Vote:

Bridgewater Township Board of Trustees Minutes

Mr. Faust – yes Ms. Fromhart – yes Ms. McQueer – yes
Mr. Oliver – yes Mr. Wharam – yes

B. Medical Marijuana Facilities Licensing Act Draft Ordinance Discussion

- A draft ‘Medical Marijuana Facilities Ordinance’ and a draft ordinance to amend the Bridgewater Township Zoning Ordinance, ‘Ordinance 67, for the purpose of permitting medical marijuana facilities were submitted’
- Information from the MTA was in the board packet.
- The planning commission must still submit a finalized an amendment to the zoning ordinance with public hearing
- Mr. Oliver stated that township receives 3% of shared revenue & annual fee but 100% of problems; do we want to limit to hamlet or special set-backs
- No outdoor growing; could have green house with retractable roof
- If want most control; say no by not passing any laws
- This is a first draft of ordinance
- First action is ‘do we want to allow this to move forward’
- Should have 2nd public hearing on zoning ordinance and facility ordinance
- Mr. Nanney suggests informal setting to inform public and get opinions
- Ms. Fromhart suggests joint PC and Board meeting
- Post card mailing cost about \$400
- Set up a tentative meeting for October 17th at 7:00 PM

C. Baker Propane Quote

- Motion to purchase 500-gallon propane tank for sewer plant for \$999.34 – Mr. Oliver; support – Mr. Faust; vote - unanimous

D. Sewer Committee Appointments

- Deferred to next month

E. Sewer Billing Agent Pay Rate

- Currently \$52.00/month; originally \$300/year;
- Motion to increase pay \$100/month – Mr. Wharam; support - Mr. Faust;

Vote:

Mr. Faust – yes Ms. Fromhart – yes Ms. McQueer – abstain
Mr. Oliver – yes Mr. Wharam – yes

F. PA 116 Application for Mr. Bross

- Motion to approve PA 116 application for Mr. Gary Bross – Ms. Fromhart; support – Mr. Faust; vote unanimous

VIII. REPORTS AND CORRESPONDENCE

A. Public Safety Report

- The sheriff’s office report was not received

B. Supervisor’s Report

- Bridgewater Commons – will do final paving

Bridgewater Township Board of Trustees Minutes

- It was asked why Ms. Fromhart did not issue citation herself instead of putting it on Mr. Nanney
- Mr. Nanney said that a Development Agreement is needed; it is voluntary; is a contract agreement between the township and Mr. Finkbeiner; Mr. Finkbeiner is declined
- Mr. Finkbeiner must amend site plan without a Development Agreement
- Mr. Nanney suggests Mr. Nanney & Mr. Lucas sit down with Mr. Finkbeiner & his attorney

C. Assessor's Report

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

D. Clerk's Report

- Getting ready for November election

E. Treasurer's Report

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

F. Trustees' Report

- Trustee Faust:
 - Motion to approve ~\$900 for stone for sewer plant – Ms. Fromhart; support - Ms. McQueer; vote unanimous
 - Motion to order two grinder pumps kits for units 5 & 6 at Bridgewater Commons ~\$4000.00 – Ms. Fromhart; support – Mr. Oliver; vote unanimous
- Trustee Oliver:
 - Nothing

G. Zoning Administrator's Report

- Mr. Nanney submitted a written report to the board and it is on record
- Dr. Samuels is working on cleaning up his house; may not meet November deadline

H. Planning Commission

- The PC submitted a written report to the board and it is on record

I. Farmland Preservation Board Report

- The Farmland Preservation Board submitted a written report to the board and it is on record

IX. CITIZEN PARTICIPATION

- Dave Horney suggested Cal Messing for sewer committee
- A citizen is opposed to the marihuana

X. ADJOURNMENT

Ms. Fromhart adjourned the meeting at 9:37 p.m.

Bridgewater Township Board of Trustees Minutes

• CALL TO ORDER

5-Oct-17 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

Citizen attendance: 7

• CITIZEN PARTICIPATION

- One comment on Bemis Rd bridge

• APPROVAL OF MINUTES

- Motion to approve the 7-Sep-17 meeting minutes as presented – Mr. Faust; support – Mr. Oliver; Vote – unanimous

• REVIEW AND APPROVE AGENDA

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

• SRSLY PRESENTATION

- Trying to discourage substance abuse program

• UNFINISHED BUSINESS

A. Beckett & Raeder, Inc. Proposal - Review of GSM Annual Report & Inspection

- Kristofer Enlow gave a short presentation and answered questions
- Motion to accept quote from Beckett & Raeder to review annual report for the initial price of \$1800 – \$2700 – Mr. Faust; support - Ms. McQueer; Vote – unanimous

B. Sewer Committee Appointments

- Motion to appoint Ms. Fromhart, Ms. McQueer & Cal Messing to the sewer board; with provision to add more people later – Mr. Wharam; support – Mr. Oliver; Vote – unanimous

• NEW BUSINESS

A. Financials, Approve Disbursements from 1-Sep-17 through 30-Sep-17

- Motion to amend budget for road improvements; increase \$20,500 (total \$50,500) – Ms. McQueer; support – Mr. Oliver; Vote - unanimous
- Motion to approve disbursements of \$11,259.79 for general operations and \$6,952.29 for sewer operations and for a total of \$18,212.08 – Mr. Oliver; support – Mr. Wharam; Vote – unanimous

B. Auditor's Comments

- Ms. Fromhart phone and internet are currently expensed; if they are paid direct, does not so up on W2, Ms. Fromhart will investigate what she will do moving forward
- Mr. Wharam will start adding account numbers on bills
- A board member other than the treasurer or the clerk will start to verify checks vs. bill and initial each

C. Bridgeway Cummins Planned Equipment Maintenance Proposal 3-Year Term

- Mr. Oliver & Mr. Faust will investigate alternatives due to high price

• REPORTS AND CORRESPONDENCE

Bridgewater Township Board of Trustees Minutes

A. Public Safety Report

- The sheriff's office report was received and is on record

B. Supervisor's Report

- Web site live; send changes to support@itright.com; web site address is still <http://twp-bridgewater.org/>
- Soil erosion report; legislative change will happen
- Letter from Fred Lucas re: short term rentals

C. Assessor's Report

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

D. Clerk's Report

- Had elections meeting, selected poll workers
- Clerk, Deputy clerk & poll workers all received training
- New equipment has been verified as operational
- Road Closure - Macon Road over the North Branch of Macon Creek, between Braun Road and Willow Road in Saline Township
- Tuesday, October 3, 2017, the Washtenaw County Road Commission will mill and resurface Austin Road between Ernst Road and Schneider Road.
- Just a reminder, bills to be paid should be in by the 25th

E. Treasurer's Report

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

F. Trustees' Report

- Trustee Faust:
 - Grinder tubs installed at Bridgewater Commons
 - WCRC removed berms on Willow and Logan Roads; they did not do a good job
- Trustee Oliver:
 - Nothing

G. Zoning Administrator's Report

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

H. Planning Commission

- The PC submitted a written report to the board and it is on record
- No October meeting

I. Farmland Preservation Board Report

- The Farmland Preservation Board submitted a written report to the board and it is on record

• CITIZEN PARTICIPATION

- None

• ADJOURNMENT

Bridgewater Township Board of Trustees Minutes

Ms. Fromhart adjourned the meeting at 8:27 p.m.

DRAFT



9/28/2017

Bridgewater Twp
10990 Clinton Rd
Manchester, MI 48158
RE: Planned Maintenance Proposal

Dear Laurie Fromhart,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Brian Marschner

Brian Marschner
Equipment Maintenance Sales Representative
Office: (248) 573-1532
Cell: (313) 215-3742
Email: brian.s.marschner@cummins.com



Cummins Inc.
 54250 Grand River Ave.
 New Hudson, MI 48165
 Phone: (248) 573-1900
 Fax: (248) 573-1538

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Bridgewater Twp 10990 Clinton Rd Manchester, MI 48158 Customer #: 275361 Payment Type: Prepaid	Name: Laurie Fromhart Phone: 517-456-6725 Cell: Fax: E-mail: bridgewaterwpsupervisor@yahoo.com	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	9/28/2017 11/27/2017 QT-43720 Brian Marschner 3 Year

Site Name:WWTP (8820 KAISER ROAD SALINE MI 48176)						
Unit Name: 8820 Kaiser	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Onan	1	March	Inspection	1	\$328.94	\$328.94
Model: 150.0DGFA-5693126/P	1	September	Full Service	1	\$654.05	\$654.05
S/N: J040700408	Year 1 Total:\$982.99					
Size: 150kW	2	March	Inspection	1	\$328.94	\$328.94
ATS Qty: 1	2	September	Full Service	1	\$654.05	\$654.05
Notes:	Year 2 Total:\$982.99					
	3	March	Inspection	1	\$339.75	\$339.75
	3	September	Full Service	1	\$679.58	\$679.58
	Year 3 Total:\$1,019.33					

Total Agreement Amount:* **\$2,985.31**
**Quote does not include applicable taxes*



Cummins Inc.
 54250 Grand River Ave.
 New Hudson, MI 48165
 Phone: (248) 573-1900

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Bridgewater Twp 10990 Clinton Rd Manchester, MI 48158 Customer #: 275361 Payment Type: Prepaid	Name: Laurie Fromhart Phone: 517-456-6725 Cell: Fax: E-mail: bridgewaterwpsupervisor@yahoo.com	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	9/28/2017 11/27/2017 QT-43720 Brian Marschner 3 Year

Total Agreement Amount:* **\$2,985.31**
**Quote does not include applicable taxes*

Comment:

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 879-6135 or Email pm.service@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Please return signed agreement to:
 Cummins Inc.
 Attn: PEM Administration Group
 21810 Clessie Court
 New Hudson, MI 48165
 Fax 248-573-1960
 Email: pm.service@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-43720)	Cummins Inc. Approval
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Signature: _____ Signature: _____

Date: _____ Date: _____

Please return signature sheet only.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes 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 Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations. Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. 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. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. 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 Inc. 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 INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE 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 INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. 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 claims and damages in Section 5, 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.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

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

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

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. 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. No amendment of this Agreement shall be valid unless it is 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.

13. Termination. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

Power Generation System Planned Equipment Maintenance

INSPECTION (MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR)

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant
- Optional –coolant sampling*

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed*

*NOTE: Will not exercise breakers or contactors on a paralleling device.

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

FULL SERVICE (INCLUDES INSPECTION)

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional - oil sample for laboratory analysis*

***Additional Charge**

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins Sales and Service. Any additional repairs, maintenance or service performed by Cummins Sales and Service for a Planned Equipment Maintenance Agreement holder will be at current Cummins Sales and Service labor rates.

Bridgewater Township Monthly Expenses

October 2017					
Type	Date	Check #	Name		Amount
Oct 17					
Bill	10/29/2017	EFT	Cardmember Service	2050 · Comerica - Clerk/Treasurer	871.97
Bill	10/03/2017	EFT	Consumers Energy	5265728 · Maintenance & Utilities	15.16
Bill	10/27/2017	EFT	Detroit Edison Company	5265728 · Maintenance & Utilities	75.15
Bill	10/10/2017	EFT	Detroit Edison Company - 67-069A	5440852 · Street lighting	313.03 Clerk: <hr style="display: inline-block; width: 100px; vertical-align: middle;"/>
Bill	10/25/2017	9509	Donald N. Pennington	-SPLIT-	968.75
Bill	10/16/2017	EFT	Frontier	5265728 · Maintenance & Utilities	97.95 Treasurer: <hr style="display: inline-block; width: 100px; vertical-align: middle;"/>
Bill	10/15/2017	9500	Jon Way	-SPLIT-	370.00
Bill	10/19/2017	9501	Laurie Fromhart	-SPLIT-	48.58
Bill	10/25/2017	9502	Mary Rider	-SPLIT-	1,825.00
Bill	10/20/2017	9503	Susan Ahrens	5191727 · Election expense	117.23
Bill	10/11/2017	9504	The Manchester Mirror, LLC	-SPLIT-	84.85
Bill	10/11/2017	9505	The Sun Times	5191727 · Election expense	90.00
Bill	10/02/2017	9506	Village of Clinton	5339727 · Fire protection billing expense	5,750.00
Bill	10/10/2017	9507	Washtenaw County Treasurer	5209705 · Board of Review expenses	64.58
Oct 17					<u>10,692.25</u>

Bridgewater Township Profit & Loss Budget vs. Actual April 2017 through March 2018

	Apr '17 - Mar 18	Budget	\$ Over Budget
Income			
4402 · Property tax - operation	3,219	71,443	-68,224
4447 · Tax administration fee	14,746	28,354	-13,608
4448 · Tax collection fees	100	3,670	-3,570
4460 · Township permits	100	1,000	-900
4465 · Land division fees	175	500	-325
4574 · Revenue sharing	67,422	128,498	-61,076
4600 · Collection Fee-Sewer Fund	0	1,600	-1,600
4601 · Fire charge collection	0	1,000	-1,000
4665 · Interest Income	74	1,600	-1,526
4672 · Other Income	3,003	1,500	1,503
4675 · Metro Auth.-restricted to roads	3,217	3,500	-283
4700 · Election Reimbursement	206	0	206
Total Income	92,262	242,665	-150,403
Gross Profit	92,262	242,665	-150,403
Expense			
5101000 · Township Board			
5101703 · Trustee salary	2,800	4,800	-2,000
5101727 · Township supplies & expenses	121	500	-379
5101770 · Conferences & Training	429	1,000	-571
Total 5101000 · Township Board	3,350	6,300	-2,950
5171000 · Supervisor			
5171703 · Supervisor Salary	9,104	15,607	-6,503
5171727 · Supervisor Expense	693	1,000	-306
5209000 · Assessor			
5209705 · Board of Review expenses	162	1,500	-1,338
5209805 · Assessor Wages	12,075	20,700	-8,625
5209810 · Assessor Expense	1,707	2,500	-793
Total 5209000 · Assessor	13,944	24,700	-10,756
Total 5171000 · Supervisor	23,741	41,307	-17,566
5173000 · Other General Government			
5173715 · Social Security	2,693	5,000	-2,307
5173801 · Attorney & Consulting Expenses	2,415	5,000	-2,585
5173802 · Audit fees	3,100	3,500	-400
5173811 · Membership fees & dues	1,546	2,000	-454
5173890 · Newsletter (non-recyc)	378		
5173895 · Website Administrator	925	1,300	-375
5173912 · Insurance & Bonds	4,977	5,500	-523
Total 5173000 · Other General Government	16,035	22,300	-6,265
5215700 · Clerk			
5173900 · Printing & publishing	333	1,000	-667
5174810 · Deputy Clerk	853	1,000	-148
5191727 · Election expense	388	1,000	-612
5215703 · Clerk salary	9,458	16,214	-6,756
5215727 · Clerk supplies & expense	1,747	3,200	-1,453
Total 5215700 · Clerk	12,779	22,414	-9,635
5253700 · Treasurer			
5253701 · Tax Collection Expense	704	2,500	-1,796
5253703 · Treasurer salary	10,276	17,615	-7,339
5253704 · Deputy Treasurer Wages	459	1,000	-541
5253727 · Treasurer supplies & expenses	400	2,000	-1,600
Total 5253700 · Treasurer	11,838	23,115	-11,277

Bridgewater Township Profit & Loss Budget vs. Actual April 2017 through March 2018

	Apr '17 - Mar 18	Budget	\$ Over Budget
5265000 · Building & Grounds			
5265728 · Maintenance & Utilities	3,196	6,000	-2,804
5265925 · Cemetery care	2,095	2,000	95
5265980 · Building improvement & equip...	272	1,000	-728
5265000 · Building & Grounds - Other	128		
Total 5265000 · Building & Grounds	5,691	9,000	-3,309
5301800 · Public Safety			
5339727 · Fire protection billing expense	32,571	55,000	-22,429
Total 5301800 · Public Safety	32,571	55,000	-22,429
5400700 · Planning & zoning			
5400701 · Planning			
5400727 · Planning comm. wage & expe...	1,834	4,200	-2,366
5400803 · Planning consultant - on-going	4,084	10,000	-5,916
5400806 · FPB Consultant	432	500	-69
Total 5400701 · Planning	6,349	14,700	-8,351
5410726 · Zoning			
5410704 · Land Division Processing Fees	925	1,700	-775
5410727 · Zoning ad.wage & expense	4,025	7,500	-3,475
5411727 · Zon Bd of Appeals Expense	575	325	250
Total 5410726 · Zoning	5,525	9,525	-4,000
5400700 · Planning & zoning - Other	16		
Total 5400700 · Planning & zoning	11,891	24,225	-12,335
5440000 · Public works			
5440846 · Road Improvements	50,363	50,500	-137
5440847 · Drains at large	0	5,000	-5,000
5440849 · Clean-up Day	3,206	5,000	-1,794
5440852 · Street lighting	2,177	3,500	-1,323
Total 5440000 · Public works	55,746	64,000	-8,254
5500000 · Contingencies	0	504	-504
66900 · Reconciliation Discrepancies	-0		
Total Expense	173,642	268,165	-94,523
Net Income	-81,380	-25,500	-55,880

Bridgewater Township
Balance Sheet
 As of October 31, 2017

	Oct 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1002 · General Checking-Key Bank	-3,773.00
1010 · General Savings-Key Bank	114,365.77
1016 · Bank of Ann Arbor 5yr	101,178.20
1017 · Old National 2 yr	107,937.21
Total Checking/Savings	319,708.18
Accounts Receivable	
1200 · Accounts Receivable	8,775.00
Total Accounts Receivable	8,775.00
Other Current Assets	
1081 · Due from Sewer Operations	-1,118.75
Total Other Current Assets	-1,118.75
Total Current Assets	327,364.43
Fixed Assets	
1600 · Buildings	98,329.35
1610 · Equipment	28,244.21
1620 · Land	70,863.09
1630 · Siding & Windows	17,049.00
1640 · Township Hall Improvements	54,079.30
1650 · Accumulated Depreciation	-87,336.47
Total Fixed Assets	181,228.48
TOTAL ASSETS	508,592.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-6,050.53
Total Accounts Payable	-6,050.53
Credit Cards	
2050 · Comerica - Clerk/Treasurer	83.00
Total Credit Cards	83.00
Other Current Liabilities	
2217 · Escrow Deposits Payable	
2220 · Due to SMR-Elliott parcel	2,500.00
2233 · Due to SMR-Crego/Peltcs	4,762.00
2239 · Due to GS Materials MEL Exp ...	-215.25
2250 · Greg Lanford	200.00
2251 · Bridgewater Bank	4,114.78
2252 · Metro General Contractors, Inc	1,000.00
Total 2217 · Escrow Deposits Payable	12,361.53
2295 · Deferred Revenue	463.12
Total Other Current Liabilities	12,824.65
Total Current Liabilities	6,857.12
Total Liabilities	6,857.12
Equity	
3900 · Fund Balance	396,088.40
3940 · Invested in Capital Assets, Net	181,229.22
Net Income	-75,581.83
Total Equity	501,735.79
TOTAL LIABILITIES & EQUITY	508,592.91

Bridgewater Township Sewer Operation Monthly Expenses

		September 28 through October 31, 2017					
Type	Date	Check #	Name	Description	Amount		
Sep 28 - Oct 31, 17							
Bill	10/26/2017	EFT	DTE Energy	Electricity	1,209.33	Clerk:	_____
Bill	09/28/2017	1267	DuBois-Cooper Associates	New Equipment	7,618.00		
Bill	10/10/2017	EFT	Frontier	Phone Service	41.83	Treasurer:	_____
Bill	10/04/2017	1268	Haviland	-SPLIT-	1,008.60		
Bill	10/15/2017	1269	Jon Way	Building & Grounds Maintenance	275.00		
Bill	09/30/2017	1270	USIC Locating Services, LLC	Miss Dig Locator Service	61.80		
Bill	09/30/2017	1271	Village of Manchester	Plant Operator	2,600.00		
					<u>12,814.56</u>		

Bridgewater Township Sewer Operation
Profit & Loss Budget vs. Actual
 April 1 through October 29, 2017

	Apr 1 - Oct 29, 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Comerica Funds Transfer	0.00	0.00	0.00
Connection Fees			
Easement Fee	250.00	0.00	250.00
Grinder Pump Reimb + 10%	8,189.20	0.00	8,189.20
Inspection Fee	150.00	0.00	150.00
Permit Fee	0.00	0.00	0.00
Tap Fee	44,029.90	0.00	44,029.90
Connection Fees - Other	0.00	0.00	0.00
Total Connection Fees	52,619.10	0.00	52,619.10
County Reimbursement	0.00	0.00	0.00
Customer Finance Charge	0.00	577.97	-577.97
Insurance Proceeds	0.00	0.00	0.00
Interest Income Master Account			
Interest Income Checking	31.67	100.00	-68.33
Interest Income Master Account - Ot...	0.00	0.00	0.00
Total Interest Income Master Account	31.67	100.00	-68.33
Miscellaneous Income			
Debt Retirement - Interest	0.00	0.00	0.00
Debt Retirement - Principal	0.00	0.00	0.00
Repayment of O & M Fund	0.00	0.00	0.00
Miscellaneous Income - Other	0.00	0.00	0.00
Total Miscellaneous Income	0.00	0.00	0.00
Operating Expense Reimbursement	0.00	0.00	0.00
Operation Maintenance Income	58,800.00	57,853.48	946.52
Other Int Income - UBT Debt	0.00	0.00	0.00
Reimbursement from Contractors	0.00	0.00	0.00
Special Assessment Payoff	0.00	0.00	0.00
Special Assessment Revenue	6,133.29	48,627.61	-42,494.32
Uncategorized Income	0.00	0.00	0.00
Total Income	117,584.06	107,159.06	10,425.00
Cost of Goods Sold			
Cost of Goods Sold	0.00	0.00	0.00
Total COGS	0.00	0.00	0.00
Gross Profit	117,584.06	107,159.06	10,425.00
Expense			
Bank Service Charges	0.00	0.00	0.00
Bond Payment	0.00	0.00	0.00
Collection System			
Billing			
Billing Clerk	460.00	693.55	-233.55
Billing Other	0.00	0.00	0.00
Office Supplies	0.00	115.57	-115.57
Billing - Other	0.00	0.00	0.00
Total Billing	460.00	809.12	-349.12
Collection System Equip Repairs	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00
Forcemains -Flushing & Disposal	0.00	577.97	-577.97
Grinder Pump repairs	1,060.00	5,779.59	-4,719.59
Miss Dig Locator Service	432.60	1,155.90	-723.30
New Equipment	0.00	0.00	0.00
New Grinders	0.00	0.00	0.00
WWTP Operations Committee	0.00	693.55	-693.55
Collection System - Other	0.00	0.00	0.00
Total Collection System	1,952.60	9,016.13	-7,063.53

Bridgewater Township Sewer Operation
Profit & Loss Budget vs. Actual
 April 1 through October 29, 2017

	Apr 1 - Oct 29, 17	Budget	\$ Over Budget
Drain Assessments	0.00	0.00	0.00
Due to Washtenaw County	0.00	0.00	0.00
Insurance	0.00	866.94	-866.94
Legal & Professional			
Accounting	0.00	0.00	0.00
Audit	1,500.00	866.94	633.06
Engineer	0.00	1,444.91	-1,444.91
Legal Fees	0.00	288.96	-288.96
Legal & Professional - Other	0.00	0.00	0.00
Total Legal & Professional	1,500.00	2,600.81	-1,100.81
Loan Payment	0.00	0.00	0.00
Miscellaneous Expense	0.00	14.47	-14.47
New Equipment	7,618.00	5,779.59	1,838.41
NSF Check	0.00	0.00	0.00
Payroll Expenses	0.00	0.00	0.00
Reconciliation Discrepancies	-0.48	0.00	-0.48
Treatment Plant			
Building & Grounds Maintenance	2,570.00	1,155.90	1,414.10
Chemicals	2,586.10	3,467.74	-881.64
Depreciation	0.00	0.00	0.00
Diesel Fuel/Propane	1,900.00	577.97	1,322.03
Electricity	8,284.65	8,958.32	-673.67
Equipment Repairs	14,027.62	2,889.77	11,137.85
Generator Maintenance Contract	0.00	635.74	-635.74
NPDES Permit	0.00	1,155.90	-1,155.90
Out of Scope Changes for Operat	0.00	0.00	0.00
Phone Service	288.14	260.08	28.06
Plant Operator	18,200.00	18,032.26	167.74
Sludge Handling & Disposal	0.00	2,022.83	-2,022.83
Supplies	111.92	173.39	-61.47
Treatment Plant - Other	733.13	0.00	733.13
Total Treatment Plant	48,701.56	39,329.90	9,371.66
Total Expense	59,771.68	57,607.84	2,163.84
Net Ordinary Income	57,812.38	49,551.22	8,261.16
Other Income/Expense			
Other Income			
Debt Retirement Fund Transfer	0.00	0.00	0.00
Debt Retirement Income			
Connection fees (new tap fees)	0.00	0.00	0.00
Interest	0.00	0.00	0.00
Special Assessment Installments			
Interest	0.00	0.00	0.00
Other	0.00	0.00	0.00
Principal	0.00	0.00	0.00
Special Assessment Installments - O...	0.00	0.00	0.00
Total Special Assessment Installments	0.00	0.00	0.00
Debt Retirement Income - Other	0.00	0.00	0.00
Total Debt Retirement Income	0.00	0.00	0.00
Grinder Pump Repair Reimb	0.00	0.00	0.00
Interest Income from Spec Asses	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00
Other Expense			
Contingencies/Reserves	0.00	3,860.26	-3,860.26

12:40 PM
10/29/17
Accrual Basis

Bridgewater Township Sewer Operation
Profit & Loss Budget vs. Actual
April 1 through October 29, 2017

	<u>Apr 1 - Oct 29, 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Washtenaw Cty Debt Svc			
Accounting Charges	0.00	0.00	0.00
Agent Fees	0.00	0.00	0.00
Interest	6,785.63	4,582.50	2,203.13
Principal	35,250.00	41,066.25	-5,816.25
Washtenaw Cty Debt Svc - Other	0.00	0.00	0.00
Washtenaw Cty Debt Svc - Other	0.00	0.00	0.00
Total Washtenaw Cty Debt Svc	<u>42,035.63</u>	<u>45,648.75</u>	<u>-3,613.12</u>
Total Other Expense	<u>42,035.63</u>	<u>49,509.01</u>	<u>-7,473.38</u>
Net Other Income	<u>-42,035.63</u>	<u>-49,509.01</u>	<u>7,473.38</u>
Net Income	<u><u>15,776.75</u></u>	<u><u>42.21</u></u>	<u><u>15,734.54</u></u>

**Bridgewater Township Sewer Operation
 Balance Sheet
 As of October 31, 2017**

	<u>Oct 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
Key-Sewer O/M	13,119.46
Key Sewer O/M Saving	63,173.77
Key Sewer Retirement Checking	59,660.89
Total Checking/Savings	<u>135,954.12</u>
Accounts Receivable	
Accounts receivable	75,822.48
Total Accounts Receivable	<u>75,822.48</u>
Other Current Assets	
Due From Tax	2,970.00
Prepaid Insurance	1,300.00
Total Other Current Assets	<u>4,270.00</u>
Total Current Assets	216,046.60
Fixed Assets	
Accessory Building	53,320.02
Accumulated Depr - Access Bldg	-7,227.79
Accumulated Depr - Equipment	-12,368.83
Accumulated Depr - Sewer System	-532,578.58
Equipment	41,652.77
Land	55,355.06
Sewer System Plant	1966444.05
Total Fixed Assets	<u>1564596.70</u>
Other Assets	
Special Assessment Receivable	197,700.00
Total Other Assets	<u>197,700.00</u>
TOTAL ASSETS	<u><u>1978343.30</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	3,084.38
Total Accounts Payable	<u>3,084.38</u>
Other Current Liabilities	
Due to General Fund	460.00
Total Other Current Liabilities	<u>460.00</u>
Total Current Liabilities	3,544.38
Long Term Liabilities	
2004 Bonds Wastewater Expans...	211,500.00
Total Long Term Liabilities	<u>211,500.00</u>
Total Liabilities	215,044.38
Equity	
Invested in capital assets, net	1306730.68
Restricted for Debt Service	262,426.04
Unrestricted Funds (QB RE acct)	178,365.45
Net Income	15,776.75
Total Equity	<u>1763298.92</u>
TOTAL LIABILITIES & EQUITY	<u><u>1978343.30</u></u>

Subject: **Re: Auditor's Comments**

From: prubley@cass.net

To: bridgewaterwpsupervisor@yahoo.com

Date: Thursday, October 12, 2017, 8:36:50 PM EDT

Yes

As Long as board has approved

Phil

From: Laurie Fromhart

Sent: Thursday, October 12, 2017 5:45 PM

To: prubley@cass.net

Subject: Auditor's Comments

Hi Phil,

Just following up on your comment regarding payments for internet/phone expense. If the official's phone is purchased (owned) by the township can the monthly phone fee be paid (auto-pay) through the township credit card? This is how it is currently set up for our clerk and treasurer.

Please advise.

Thanks,

Laurie Fromhart

Bridgewater Township Supervisor

10990 Clinton Rd

Manchester, MI 48158

(517) 456-6725

bridgewaterwpsupervisor@yahoo.com

Subject: **Re: Ball Land Division**

From: ghoward685@aol.com

To: bridgewaterwpassessor@yahoo.com

Cc: bridgewaterwpsupervisor@yahoo.com; lucas@lucaslawpc.com; schriemer@cmplaw.com;
bridgewaterwptreasurer@yahoo.com; bridgewaterwpclerk@yahoo.com; bridgewaterwptrustee2@yahoo.com;
bridgewaterwptrustee1@yahoo.com

Date: Monday, October 30, 2017, 11:48:33 AM EDT

To Bridgewater Township Board of Trustees,

We would like to request a revised approval letter of the Ball Land Division reflecting current status of no building deed restriction. In the approval letter sent by Mary, it states that the division will be null and void after 12 months if the deed restriction is not filed.

Thank you,

Grant and Gerianna Howard
13214 Wallace Rd
Manchester MI, 48158

-----Original Message-----

From: Mary Rider <bridgewaterwpassessor@yahoo.com>

To: ghoward685 <ghoward685@aol.com>

Cc: bridgewaterwpsupervisor <bridgewaterwpsupervisor@yahoo.com>; lucas <lucas@lucaslawpc.com>;
schriemer <schriemer@cmplaw.com>; Michelle McQueer <bridgewaterwptreasurer@yahoo.com>; Clerk
<bridgewaterwpclerk@yahoo.com>; Geoff Oliver <bridgewaterwptrustee2@yahoo.com>; Dave Faust
<bridgewaterwptrustee1@yahoo.com>

Sent: Thu, Oct 26, 2017 3:40 pm

Subject: Re: Ball Land Division

Good afternoon,

The land division has been granted and taxes have been paid as well as the parcel is activated. The Bridgewater Township Board of Trustees has directed me that no further action needs to be taken including a writing a new letter.

Mary Rider

On Friday, 20 October 2017, 10:20:05 am GMT-4, <ghoward685@aol.com> wrote:

To: Mary Rider, Bridgewater Township Assessor

From: Grant and Gerianna Howard, Bridgewater Township Residents

Re: Parcel Q-17-17-300-017 Land Division

Date: October, 19, 2017

Hello Mary,

We hope this email finds all well.

This request is regarding the Ball property land division and the Township letter dated June 28, 2017, parcel Q-17-17-300-017. During the August 3, 2017 Bridgewater Township Board of Trustees meeting, it was stated that the building lot deed restriction is no longer required by the township. Could we please get a revised letter of approval accordingly.

Thank You,
Grant and Gerianna Howard
13214 Wallace Road
Manchester, MI 48158
Parcel: Q-17-17-300-017

**FIRST AMENDMENT TO MASTER DEED
OF BRIDGEWATER COMMONS**

Bridgewater Commons Development, LLC, a Michigan limited liability company, of 109 Joann Trail, P.O. Box 20, Bridgewater, Michigan 48115, being the Developer of Bridgewater Commons, a condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on February 1, 2007, in Liber 4605, Page 349, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 545, having received the written consent of more than fifty percent (50%) of the co-owners, hereby amends said Master Deed pursuant to the authority reserved in Article IX for the purpose of expanding the condominium, with the addition of the area marked as "Expandable Area 'B'", and to increase the number of units from 12 to 16. Said Master Deed is amended in the following manner:

1. The legal description appearing on Page 1 of said Master Deed, as amended, shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this First Amendment to Master Deed, be supplemented and amended by the addition of the following described real property located in the Township of Bridgewater, County of Washtenaw, Michigan, to be established as part of Bridgewater Commons:

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. Sheets 1 through 5, inclusive, of Washtenaw County Condominium Subdivision Plan No. 545 marked as Amendment No. 1 to Washtenaw County Condominium Subdivision Plan No. 545/Exhibit B to the Master Deed of Bridgewater Commons, attached hereto, shall, upon recordation in the Office of the Washtenaw County Register of Deeds of this First Amendment to Master Deed, supplement and amend the Condominium Subdivision Plan of Bridgewater Commons, as previously recorded in Liber 4605, Page 349, Washtenaw County Records.

In all other respects, other than as hereinbefore indicated, the original Master Deed of Bridgewater Commons, a condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: _____, 2017

Bridgewater Commons Development, LLC

By: _____
Joann M. Finkbeiner, Manager

STATE OF _____, COUNTY OF _____

On _____, 2017, Joann M. Finkbeiner appeared before me, and stated under oath that she is the Manager of Bridgewater Commons Development, LLC, a Michigan limited liability company.

, Notary Public

County, _____
Acting in Washtenaw County, Michigan
My commission expires:

This document was prepared by
and when recorded return to:
Joy M. Glovick (P66961)
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Recording fee: \$35.00

Tax Parcel Number: Q-17-01-100-045
Part of Q-17-01-100-043

NEED TO ATTACH REVISED PLAN (5 PAGES)

AMENDMENT NO. 1 TO
WASHTENAW COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 545
EXHIBIT 'B' TO MASTER DEED OF

BRIDGEWATER COMMONS

BRIDGEWATER TOWNSHIP
WASHTENAW COUNTY

DEVELOPER:
BRIDGEWATER COMMONS DEVELOPMENT, LLC
863 BEMIS ROAD
SALINE, MICHIGAN 48176

SURVEYOR:
BRIAN D FERGUSON, P.S.
D AND M SITE, INC
401 BALSAM STREET
CARROLLTON, MICHIGAN 48724

DESCRIPTION

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.

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL SUCH PROJECT DESIGNS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE
PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE
SURVEYOR'S CERTIFICATE ON SHEET 2 AND IN THE
MASTER DEED.

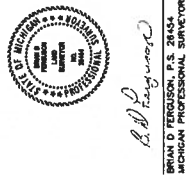
SHEET INDEX

- 1) TITLE/DESCRIPTION SHEET
- 2) SURVEY SHEET
- 3) SITE PLAN SHEET
- 4) UTILITY SHEET
- 5) UNIT FLOOR PLANS AND SECTIONS

BRIDGEWATER COMMONS SECTION 1, T4S-R4E BRIDGEWATER TOWNSHIP WASHTENAW COUNTY, MI EXHIBIT 'B' DRAWING	PROJECT 100 SHEET 1 OF 5 DRAWN BY: MAF CHECKED BY: MAF SCALE:
	PROJECT 100 SHEET 1 OF 5 DRAWN BY: MAF CHECKED BY: MAF SCALE:

D&M SITE, INC.
 SURVEYING / INSPECTION / CONSULTING / ENGINEERING
 401 BALSAM STREET, SALINE, MICHIGAN 48724
 PHONE (517) 308-1100 FAX (517) 308-0000

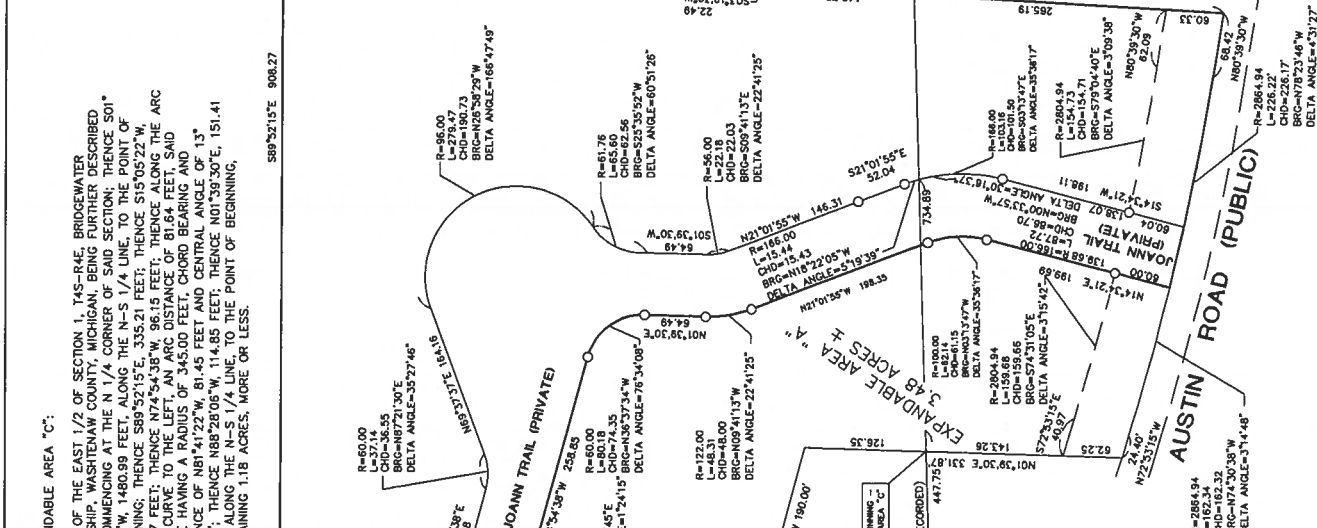
2016.052
 CYI



EXPANDABLE AREA "A":
 PART OF THE EAST 1/2 OF SECTION 1, T4S-R4E, BRIDGEWATER TOWNSHIP, WASHINGTON COUNTY, MICHIGAN, BEING FURTHER DESCRIBED AS COMMENCING AT THE N 1/4 CORNER OF SAID SECTION; THENCE S01°39'30"W, 2172.76 FEET, ALONG THE N-S 1/4 LINE, TO THE CENTER OF SAID SECTION; THENCE N88°51'18"E, 447.75 FEET, TO THE CENTER OF SAID SECTION; THENCE N01°39'30"E, 126.35 FEET; THENCE N74°54'38"W, 190.00 FEET; THENCE N01°39'30"E, 167.61 FEET; THENCE N15°05'22"E, 82.48 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 2.45 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, CHORD BEARING AND DISTANCE OF S75°36'45"E, 2.45 FEET AND CENTRAL ANGLE OF 01°24'15"; THENCE S74°54'38"E, 258.85 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 80.18 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, CHORD BEARING AND DISTANCE OF S36°37'34"E, 74.35 FEET AND CENTRAL ANGLE OF 78°34'08"; THENCE S01°39'30"W, 64.49 FEET; THENCE N01°39'30"E, 126.35 FEET, SAID CURVE HAVING A RADIUS OF 122.00 FEET, CHORD BEARING AND DISTANCE OF S09°41'13"E, 48.00 FEET AND CENTRAL ANGLE OF 22°41'25"; THENCE S21°01'55"E, 198.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, AN ARC DISTANCE OF 621.4 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, CHORD BEARING AND DISTANCE OF S03°13'47"E, 61.15 FEET AND CENTRAL ANGLE OF 35°36'16"; THENCE S14°54'21"W, 199.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, ALONG THE CENTER LINE OF AUSTIN ROAD, AN ARC DISTANCE OF 162.34 FEET, SAID CURVE HAVING A RADIUS OF 2884.94 FEET, CHORD BEARING AND DISTANCE OF N74°30'38"W, 162.32 FEET AND CENTRAL ANGLE OF 03°14'48"; THENCE N72°53'15"W, 24.40 FEET, CONTINUING ALONG THE CENTER LINE OF AUSTIN ROAD, TO THE POINT OF BEGINNING, CONTAINING 3.48 ACRES, MORE OR LESS.

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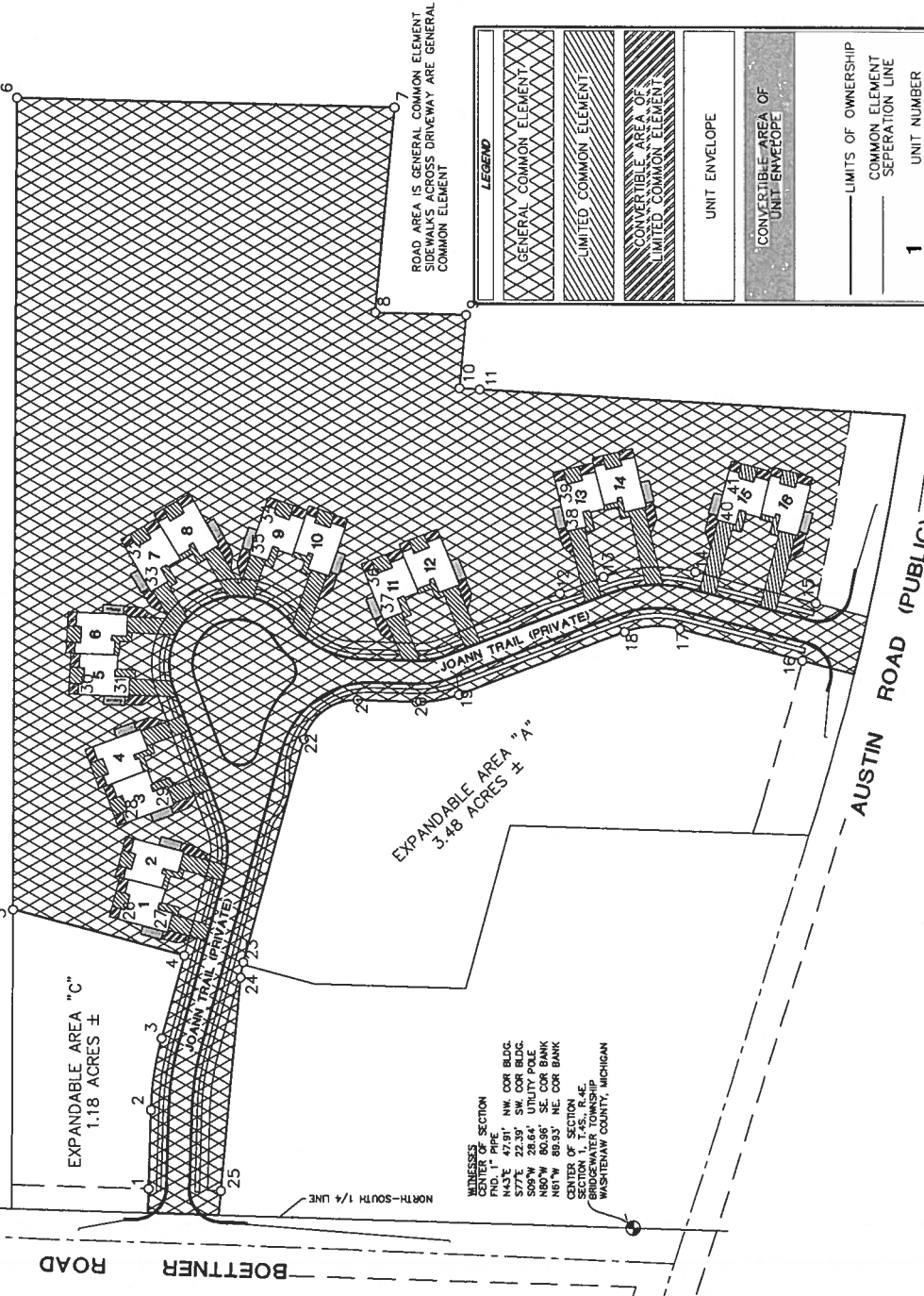
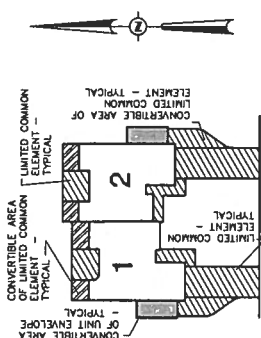
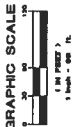
DATE: 11/27/16	PROJECT NO: 2016-033 CY3
DESIGNED BY: JAF	DRAWN BY: JAF
CHECKED BY: JAF	SCALE: 1"=40'
DATE: 11/27/16	SHEET: 3 OF 6

PROPOSED 02-18-2016

B.D. Ferguson
BRIAN D. FERGUSON, P.S. 26454
MICHIGAN PROFESSIONAL SURVEYOR



POINT NUMBER	NORTHING	EASTING
1	4818.22	5152.92
2	4813.87	5242.74
3	4802.10	5321.33
4	4777.07	5414.17
5	4687.34	5455.59
6	4544.49	5334.78
7	4544.44	6133.81
8	4464.46	6131.41
9	4471.77	6049.54
10	4446.32	6048.23
11	4358.99	5921.40
12	4310.42	5845.07
13	4208.08	5845.75
14	4096.49	5745.77
15	4096.49	5745.77
16	4215.68	5745.77
17	4286.73	5778.47
18	4471.86	5707.29
19	4519.18	5692.21
20	4583.65	5701.08
21	4643.31	5656.77
22	4710.70	5508.60
23	4735.68	5425.57
24	4735.68	5425.57
25	4851.11	5453.11
26	4842.12	5440.45
27	4842.12	5440.45
28	4788.69	5583.39
29	4788.69	5706.99
30	4833.33	5704.28
31	4833.33	5871.59
32	4815.01	5922.47
33	4795.15	5964.34
34	4795.15	5844.21
35	4575.97	5791.29
36	4554.83	5804.82
37	4351.73	5948.06
38	4351.73	5948.06
39	4186.15	5930.08
40	4186.15	5930.08
41	4177.82	5950.18



NORTH 1/4 CORNER
SECTION 1, T48-N4E
BRIDGEWATER TOWNSHIP
WASHINGTON COUNTY, MICHIGAN

WITNESSES
CENTER OF SECTION
PND. 1" PIPE
580°E 32.12' 18" HICKORY
505°E 7.25' FENCE POST
525°E 26.18' 12" ELM
115°W 8.94' 4" HICKORY
535°E 9.41' 4" CEDAR

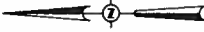
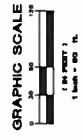
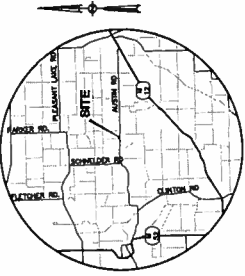
WITNESSES
CENTER OF SECTION
PND. 1" PIPE
NW COR. BLOC.
S20°E 27.30' 8" S.P.
S20°W 28.84' UTILITY POLE
N80°W 80.95' SE. COR. BANK
N81°W 89.93' NE. COR. BANK

CENTER OF SECTION
BRIDGEWATER TOWNSHIP
WASHINGTON COUNTY, MICHIGAN

PROJECT LOG	DATE	BY	REVISION
PROJECT LOG	02-18-2018	AW	1
PROJECT LOG	02-18-2018	AW	2
PROJECT LOG	02-18-2018	AW	3
PROJECT LOG	02-18-2018	AW	4
PROJECT LOG	02-18-2018	AW	5
PROJECT LOG	02-18-2018	AW	6
PROJECT LOG	02-18-2018	AW	7
PROJECT LOG	02-18-2018	AW	8
PROJECT LOG	02-18-2018	AW	9
PROJECT LOG	02-18-2018	AW	10
PROJECT LOG	02-18-2018	AW	11
PROJECT LOG	02-18-2018	AW	12
PROJECT LOG	02-18-2018	AW	13
PROJECT LOG	02-18-2018	AW	14
PROJECT LOG	02-18-2018	AW	15
PROJECT LOG	02-18-2018	AW	16
PROJECT LOG	02-18-2018	AW	17
PROJECT LOG	02-18-2018	AW	18
PROJECT LOG	02-18-2018	AW	19
PROJECT LOG	02-18-2018	AW	20

PROPOSED: 02-18-2018

B.D. Ferguson
 BRIAN D. FERGUSON, P.E., 26154
 MICHIGAN PROFESSIONAL SURVEYOR



NORTH 1/4 CORNER
 SECTION 1, T4S, R4E
 BRIDGEWATER TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

WITNESSES
 NORTH 1/4 CORNER
 P.M. 3/4\"/>

WITNESSES SECTION
 P.M. 1\"/>

PROJECT NO.	2016-052 CY5
DESIGNED BY	ADP
CHECKED BY	ADP
SCALE	1"=10'
SHEET	5 OF 6

PREPARED UNDER THE SUPERVISION OF

PROPOSED, 02-18-2016

LEGEND

- GENERAL COMMON ELEMENT
- UNITED COMMON ELEMENT
- UNIT ENVELOPE
- CONVERTIBLE AREA OF UNIT ENVELOPE

METER LOCATION

LIMITS OF OWNERSHIP

COMMON ELEMENT SEPARATION LINE

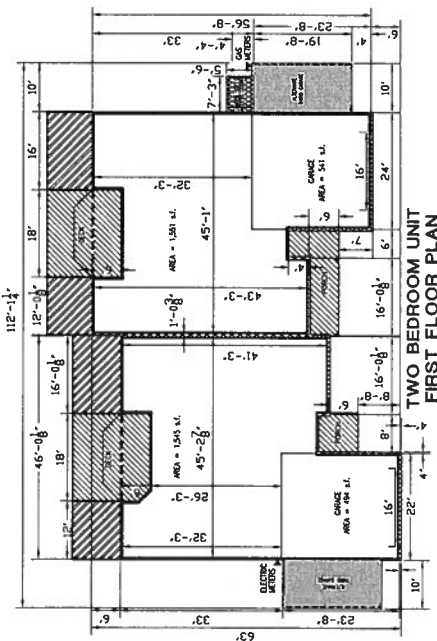
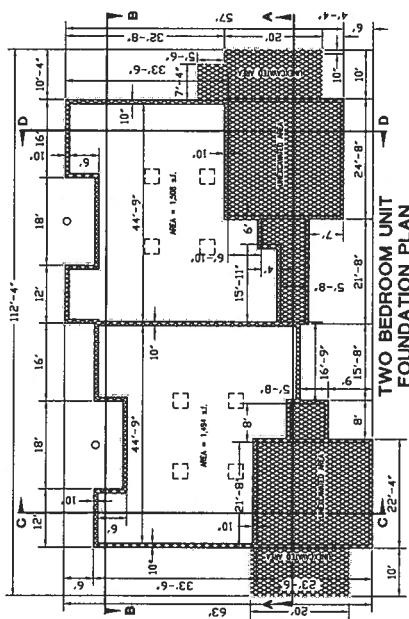
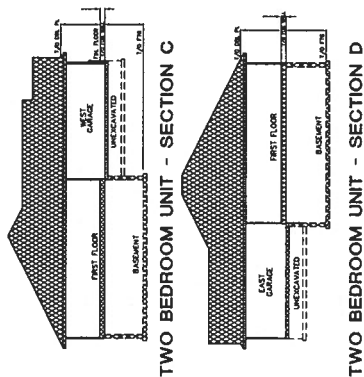
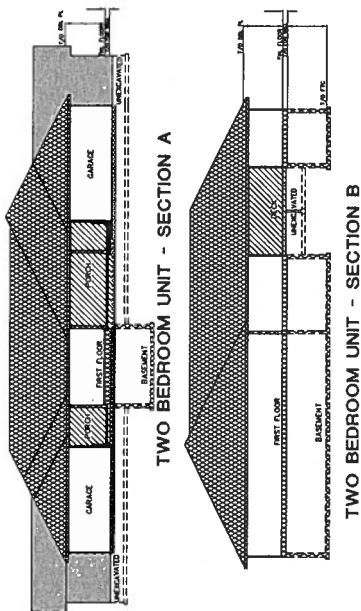
UNIT NUMBER

1

ALL ANGLES BETWEEN WALLS, FLOORS AND CEILINGS ARE 90°, EXCEPT WHERE OTHERWISE SHOWN

AREAS ARE CALCULATED FROM INTERIOR DIMENSIONS

B.D. Ferguson
 BRIAN D. FERGUSON, P.S. 26454
 MICHIGAN PROFESSIONAL SURVEYOR



GS Materials Annual Report & Field Inspection

Inbox

- **Laurie Fromhart** bridgewaterwpsupervisor@yahoo.com
To: Chip Tokar

Oct 10 at 1:47 PM

Chip,

The Township Board approved the engineering firm of Beckett & Raeder, Inc. to conduct a review of GS Materials annual report and to conduct a field inspection of the mining site per the terms of Ordinance 59. The date of inspection will be determined once the annual report is received.

The Township would like to conduct an inspection sometime mid November so if you can submit the annual report by the 1st of November this will allow time for the engineer to review the annual report before a field inspection is conducted.

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

Thanks,

Laurie Fromhart
Bridgewater Township Supervisor
10990 Clinton Rd
Manchester, MI 48158
(517) 456-6725
bridgewaterwpsupervisor@yahoo.com

-
- **Chip Tokar, CPG** ctokar@nrmmining.com
To: 'Laurie Fromhart'
Cc: 'mandy@gerkenpaving.com', 'Joe Knepley', 'Todd Crane', 'Ross Mellgren', 'bridgewaterwptreasurer@yahoo.com' and 2 more...

Oct 10 at 2:39 PM

Thanks. I have copied this to GS Materials. You should probably send any requests directly to them and they can forward it to me or just cc me if that is agreeable to them.

Frank "Chip" Tokar, CPG

Professional Geologist

Natural Resources Management, LLC

5671 N. Main Street, Suite 203
Sylvania, Ohio 43560
(419)466-9648 Phone
(419)882-8772 Fax
www.NRMmining.com

- **Laurie Fromhart** <bridgewaterwpsupervisor@yahoo.com>
-

To:Mandy Gerken Snyder

Cc:Chip Tokar,Todd Crane,Joe Knepley,Ross Mellgren

Oct 11 at 9:00 AM

Mandy,

Please see request below and advise who is now the primary contact for GSM.

Thanks,

Laurie Fromhart
Bridgewater Township Supervisor
10990 Clinton Rd
Manchester, MI 48158
(517) 456-6725
bridgewaterwpsupervisor@yahoo.com

- **Mandy Gerken Snyder** mandy@gerkenpaving.com
To:'Laurie Fromhart','Clerk','Michelle McQueer','Geoff Oliver'
Cc:'Chip Tokar','Todd Crane','Joe Knepley'
-

Oct 12 at 2:35 PM

Ms. Fromhart,

The attached is being sent in today's mail.

Sincerely,

Mandy

Mandy M. Gerken-Snyder
Corporate Counsel
9072 CR 424
Napoleon, OH 43545

Ph. 419-533-7701
Fax. 1-866-669-1255
Cell. 419-233-3728



October 11, 2017

Bridgewater Township Trustees
10990 Clinton Road
Manchester, Michigan 48158

RE: Township correspondence

Dear Ms. Fromhart,

This letter is written in response to your email of today's date. As previously described in our last email, Natural Resources Management, LLC is a third party whom we hire to perform relevant tasks as necessary. Chip Tokar is not an employee or executive of GSM and we would greatly appreciate that you forward any correspondence to us directly. We would request that all correspondence from the township include your fellow board members, especially your clerk, myself, Todd Crane, Joe Knepley and please copy Chip Tokar (NRM). For your convenience, you will find all contact emails listed at the end of this letter.

In response to your request for an annual report to be submitted on or before November 1st, this is not feasible. First, as discussed at the township meetings it is not practical nor logical to submit an annual report while the mine is still in production and changes to the mining areas are conducted almost daily. It makes the most sense for this report to be submitted after the production year is complete. I believe we've made the suggestion one time or another that the ordinance be amended to reflect this. Moreover, your current ordinance requires submittal of the annual report on or before the anniversary of the date of the mineral extraction license. The anniversary date for the current license is in March, which gives us time to complete the tasks required for the annual report submittal. Because of these circumstances, we will be waiting until the production year is complete, which is typically mid-December. At that time we will fly the site and begin preparing the annual report to be submitted timely in accordance with the ordinance.

As for the inspection, we are aware that the township has a right to inspection; however, please refer back to our previous correspondence regarding costs and reasonableness. If you desire to conduct an inspection prior to us submitting the annual report, please notify the parties above with regards to any proposed dates for inspection, so we may make sure that the inspector is properly accompanied and trained to enter the mine.

We thank you for your attention to these matters.

Sincerely,

Mandy M. Gerken-Snyder

Mandy M. Gerken-Snyder
mandy@gerkenpaving.com
Corporate Counsel
GS Materials, LLC

Cc: Natural Resource Management, LLC -
GS Materials, LLC -

Chip Tokar ctokar@nrmmining.com
Todd Crane tcrane@gerkenpaving.com
Joe Knepley jknepley@gerkenpaving.com

Bridgewater Township

Zoning Administrator Report

October 2017

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 – Hendrick-Sabnarwal (8817 Schellenberger Rd., Manchester).** Application for zoning approval for construction of a new detached accessory structure (a freestanding 9-foot by 47-foot by 8-foot high solar array) in the front yard, approximately 175 feet from the road right-of-way. Approved 10/19/2017.
2. **Zoning Compliance Certificate – Niethammer (8710 Kaiser Rd., Saline).** Application for zoning approval for construction of a new single-family dwelling on a lot within the Bridgewater Hamlet sewer district. Not approved. A request for revised plans to add missing information required for review, and to correct a setback violation, was sent to the applicant via email.

Ordinance Enforcement:

3. **12460 E. Michigan Ave Rd., Clinton (Samuels) – outdoor storage of junk.** During our most recent visit, we noted that Dr. Samuels has moved a substantial amount of material from the rear of the property into the driveway and front porch areas. It appears to be organized into truckload sized piles. He is aware of his self-imposed November deadline to complete the clean-up, and is aware that failure to complete the clean-up by the deadline will result in legal action. A final inspection of the site is scheduled for November 15, 2017 to confirm completion of the clean-up work.
4. **13985 – 13997 E. Michigan Ave. (US-12) – unlawful use.** On October 25, 2017, I noted while traveling on US-12 that new temporary signage had been erected for a “*certified massage therapist’s office,*” which recently opened in the upper level of a house on this AG (General Agriculture) zoned property. No permits or approvals were granted for this building conversion and use change, and the office activity is in violation of the Zoning Ordinance and State Construction Code requirements. A notice of violation and order to vacate the premises within 30 days was sent to the property owner and to the occupants on 10/30/2017.
5. **11840 Hogan Rd. (Nancy Hebb) – complaint about barking dogs.** On October 16, 2017, I received a complaint via email from a neighboring property owner about excessive barking of dogs coming from this parcel (which has an active special use permit for a kennel) during the overnight hours. After investigating the matter, I followed up with the complainant via email as follows on October 23, 2017:

I have investigated the matter with regards to your complaint about barking of dogs through the night. I had been in the area during the day not long before receiving your note, but had not noticed anything amiss, and returned to visit the area in the late evening in response to your note. During this evening visit, I listened for extended periods at several locations on both Hogan Rd. and Willow Rd. to the north, south, and west of your property. Here is what I have learned:

1. *I heard several separate periods of barking of what distinctly sounds like hounds used for hunting purposes (my uncle was an avid hunter using dogs, and the sound was*

identical in character to his animals). This seemed to be coming from woodlands well to the west of your neighbor's parcel, but it was hard to pin down.

2. *Intermixed with this barking were several periods of the higher pitched sounds of what sounded like several different coyotes, which also seemed to be coming from land to the west of your parcel and your neighbor's parcel.*
3. *While parked on Hogan Rd. in front of your neighbor's parcel, I heard one short period of your neighbor's kennel dogs barking from inside her garage. They started barking after a particularly loud mix of the other noises. I am now familiar with their bark, and it was easy to pin down their location from the sound. They barked for about 20 seconds and stopped.*
4. *Despite hearing additional barking from off-site after this, I did not hear the kennel dogs make noise again while I was there.*
5. *I was surprised not to hear barking from your neighbor's dog that has, in the past, stood guard over her sheep (and also was the loudest dog on your neighbor's parcel by far). I have since learned that this dog is not currently on the property.*
6. *I have also since confirmed with your neighbor that she is continuing to use the collars that discourage barking on all of her kennel dogs.*

Based on the results to date, I have not found any evidence that your neighbor's kennel was the source of the excessive barking you heard during overnight hours. It appears to be related to coyotes and hunting dogs in the area. I will continue to follow up on this, and will revisit the site periodically over the coming days and weeks.

6. **12208 W. Michigan Ave. (US-12).** A notice of violation was sent to the property owner on 10/30/2017 regarding an unlawful outdoor dealership sales lot activities on this parcel at the northwest corner of US-12 and Willow Rd.

Ordinance Administration and Other Items of Interest:

7. **Aaron Enzer – proposed fireworks business warehouse structure on Burmeister Rd.** On 10/30/2017, Mr. Enzer emailed to me a set of conceptual plans for a 14,000 square-foot warehouse building adjacent to his office on Burmeister Rd., which is intended to house equipment associated with his business operations (no storage of fireworks or explosive materials). He asked for informal comments and direction related to the required information that applies to the project, and indicated that he intends to apply for site plan approval from the Planning Commission, consistent with Zoning Ordinance requirements and the consent agreement which governs the use of this property.
8. **Telephone calls and emails.** Received numerous telephone calls from residents, realtors, and property owners seeking information regarding zoning requirements for new pole barns and greenhouses, alterations to existing structures, addressing, and dimensional requirements for land division.

Please contact me at (734) 483-2271 or Rodney@BuildingPlace.net with any questions.
Thank you.

Respectfully submitted,

Rodney C. Nanney
Zoning Administrator

BRIDGEWATER TOWNSHIP
FARMLAND PRESERVATION BOARD MEETING
MONDAY, OCTOBER 16, 2017 @ 1830

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

18:36

II. ROLL CALL

Present: Faust, McQueer, Scaturo, Long

Absent: Howard

III. CITIZEN PARTICIPATION

None.

III. REVIEW AND APPROVE AGENDA

McQueer added discussion item for Long's questions on website content.

Motion to approve: Long.

Second: McQueer.

V. OLD BUSINESS

a. APPROVE MEETING MINUTES (SEPTEMBER)

Edit: redundant listing of next meeting date under "Citizen Participation" should be removed.

Noted by McQueer: Next master plan review is to be done in 2019.

Motion to approve: McQueer

Second: Faust

VI. DISCUSSION ITEMS

a. Website comments by Long

Long concerned website descriptions providing location of conservation easements by stating crossroads and parcel size. Long provides alternative website language for posting. Other members review. Discussion is had on content to include, and what organizations should be listed that cover Bridgewater Township.

Motion to approve language and recommend to the Township Board, with edits to include Raisin Valley Land Trust's information in the write up, once approved by RVLT: Long

Second: McQueer

Faust, Yes

Long, Yes

McQueer, Yes

Scaturo, Yes

b. REVIEW 2017 GOAL-

i. PRESERVATION WORKSHOP DETAILS- COMPLETING PLANS

McQueer presents draft newsletter contribution. Timing of distribution is discussed, and how are we going to follow up the newsletter invitation closer to the actual preservation workshop date. A postcard will likely be mailed a few weeks ahead of the workshop, in addition to the newsletter contribution.

Motion to include McQueer's preservation workshop contribution in the township newsletter:

McQueer

Second: Faust

c. 2018 GOALS- THINKING...

i. MEETING DATES-2018

Discussion about what we hope to accomplish next year.

Focus on doing a few things well, as opposed to a lot of things poorly. Namely, interested in hosting an annual preservation workshop well, with good attendance.

Interested in making sure more landowners have correct information about conservation easements, the terms and conditions, and connecting landowners with the people who can answer those questions.

VII. CITIZEN PARTICIPATION

None.

VIII. ADJOURNMENT

Motion to adjourn: Faust

Second: Scaturo

19:58

Preservation Workshop

Your Bridgewater Township Farmland Preservation Board invites you to a Preservation Workshop. Get the latest information about sharing a slice of history and building a legacy within your local community!

WHEN: Saturday, March 10, 2018

TIME: 12:00 – 3:00 p.m.

WHERE: Township Hall, 10990 Clinton Rd, Manchester, MI 48158

GUESTS: multiple vendors listed by name

What is farmland preservation? It is a team effort by private organizations, local governments and landowners to set aside and protect examples of a region's land for the use, education, and enjoyment of future generations. It is often a part of regional planning and historic preservation. There are a number of programs currently available that allow farmers the opportunity to extend their treasured resources for the future.

Who can help with the details? The workshop will have various vendors to assist you with exploring the opportunities that exist today and what may be coming tomorrow. You can learn from experts, meet inspiring people, and get energized by the community in which you live. The setting will be an open forum that will allow the citizens the ability to visit various educational booths and gather necessary information for future considerations. Food and refreshments will be served to ensure a pleasant experience. We look forward to sharing this moment with you and welcome your participation!

Many farms in the township are enrolled in the Michigan P.A. 116 program. This is a **temporary** means of preserving farmland, since the farm owners enter into a contract with the state for a limited number of years, agreeing not to develop their land in exchange for tax benefits.

Some landowners in the township have chosen to **permanently** protect their property with a conservation easement. A conservation easement is a voluntary deed restriction that limits the scope and type of development on a property. To date, 227 acres in Bridgewater Township have been permanently protected with conservation easements.

Bridgewater Township Ordinance Number 38 provides for the purchase of development rights on township property, through voluntary application by landowners. “Purchase of development rights” is commonly used to describe conservation easement programs. To see if your property is eligible for a purchase of development rights program, please refer to the Bridgewater Township PDR Eligible Areas Map.

The following programs are available to township residents interested in protecting their land:

1. Washtenaw County Parks & Recreation Commission – [Natural Areas Preservation Program \(NAPP\)](#)

Description: NAPP accepts nominations from county residents for purchase of development rights or fee simple acquisitions. You can find the nomination form [here](#).

Contact: parks@ewashtenaw.org, 734-971-6337

2. [Legacy Land Conservancy](#)

Description: A non-profit dedicated to the permanent protection of natural areas and farmland in Washtenaw and Jackson Counties, by donation or purchase of development rights.

Contact: info@legacylandconservancy.org, 734-302-5263

3. [Raisin Valley Land Trust](#)

Description: A local, private, non-profit, corporation dedicated to the preservation of natural areas and farmland in the River Raisin watershed through donated development rights.

Contact: info@rvlt.org, 734-265-0303

Any township residents interested in learning more about their land preservation options are encouraged to contact the Farmland Preservation Board’s chair, Dan McQueer, or secretary, Remy Long, to learn more. They will help connect landowners to the correct resources.