

**BRIDGEWATER TOWNSHIP
BOARD OF TRUSTEES MEETING
THURSDAY, DECEMBER 7, 2017
7:00 P.M.**

AGENDA

- I. CALL TO ORDER / PLEDGE ALLEGIANCE
- II. CITIZEN PARTICIPATION
- III. APPROVAL OF BOARD MEETING MINUTES – NOVEMBER 2, 2017 REGULAR MEETING AND OCTOBER 17, 2017 SPECIAL MEETING
- IV. REVIEW AND APPROVE AGENDA
- V. UNFINISHED BUSINESS
 - A. Planned Equipment Maintenance Proposal for WWTP Generator
 - B. NEW BUSINESS
 - A. Financials, Approve Disbursements from November 1, 2017 through November 30, 2017
 - B. Proposed Amendment to Mineral Extraction Ordinance No. 59
 - C. Request for 1 Year Deferral of Payment for Sewer Connection Fees
 - D. Follow up on Auditor’s Comments
 - E. Board Appointments
- VI. 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
- VII. CITIZEN PARTICIPATION
- VIII. ADJOURNMENT

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

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

Bridgewater Township Board of Trustees Minutes

- **ADJOURNMENT**

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

APPROVED

Bridgewater Township Board of Trustees Minutes

I. CALL TO ORDER

17-Oct-17 meeting called to order by Supervisor Fromhart at 7:0800 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: ~50

- The purpose of the meeting is to host a informational meeting on the licensing of medical marijuana facilities and to gather input from residents on whether the Township should opt-in or opt-out of permitting medical marijuana facilities.

II. INTRODUCTIONS

- The board introduced themselves along with Mr. Nanney and Mr. Lucas

III. MEDICAL MARIJUANA RESOURCES MATERIAL

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

IV. GUEST SPEAKERS

- Fred Lucas – Township Attorney
- Rodney Nanney – Township Planner & Zoning Administrator
- Paula Givens – Medical Marijuana Attorney & Counselor
-
- 5 types of license – can decide how many licenses of each type and what class
 - Grower
 - Class A – 500 plants
 - Class B – 1000 plants
 - Class C – 1500 plants
 - Processor
 - Secure Transporter
 - Provisioning Center
 - Safety Compliance Facility
- Can go two ways – must opt in in order to allow
 - Opt in – Allow one or more types of medical marijuana facilities
 - Opt out – Decline to authorize any type of medical marijuana facilities
- Financials
 - Can charge up to \$5000/yr. for each license
 - State collects 3% of all money of provisioning centers
- Have control over:
 - Where to have the facilities
 - How many licenses
 - Which license

V. QUESTIONS & ANSWER PERIOD

- Number of townships that have accepted – many
- Taxes - 30% to county; 25% to municipality; tax on provisioning center but split among all licenses; will not be a big revenue
- Patient/Caregivers – will stay in place
- What about policing – 5% goes to county police
- If opt out, what happens – rush for real estate will be gone, opportunity will be gone

Bridgewater Township Board of Trustees Minutes

- Can change mind latter on
- Timing – be deliberative
- License renewable – annual renewal; if follow law, cannot refuse to renew; will be inspected
- Can township be sued for not accepting – no
- Could file a referendum petition; must pass ordinance first; because a zoning change; Mr. Lucas suggest a separate district
- Not considered an agricultural product
- Property can be zoned ag but assessed as commercial
- Can license be transferred – change of ownership and change of address; authorized by township

VI. ADJOURNMENT

Ms. Fromhart adjourned the meeting at 8:57 p.m.

DRAFT

Bridgewater Township Board of Trustees Minutes

I. CALL TO ORDER

2-Nov-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

II. CITIZEN PARTICIPATION

- A pro-marijuana Canton resident introduced himself

III. APPROVAL OF MINUTES

- Motion to approve the 5-Oct-17 meeting minutes as amended – Mr. Faust; support – Mr. Oliver;
Vote – unanimous

IV. REVIEW AND APPROVE AGENDA

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

V. UNFINISHED BUSINESS

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

- Mr. Faust talked to Jim Truesdale; does not want to take on work
- Mr. Oliver talked to Trever Buter; should be able to provide services for \$600 - \$650 / year
- The Cummins is a 3-year contract for \$2985.31; \$995.10 / year
- Motion to table until December meeting to hear from Mr. Buter -Mr. Wharam; Support – Mr. Oliver;
vote unanimous

VI. NEW BUSINESS

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

- Motion to approve disbursements of \$16,275.88 for general operations and \$12,814.56 for sewer operations and for a total of \$29,090.44 – Mr. Faust; support – Mr. Oliver; Vote – unanimous

B. Formal Request for Revised Approval Letter of Ball Land Division

- Mr. Howard talked about the history of the land division
- Ms. McQueer pointed out that the deed does not have a restriction
- Motion to reissue letter with second restriction removed– Ms. McQueer; support – Ms. Fromhart;
Vote – unanimous
- Ms. McQueer will give Ms. Rider an example of the desired updated letter

C. Medical Marijuana Licensing Facilities Act -Discussion to Opt-in or Opt-out

- There was discussion of what residents want; most do not want
- Decided as a board to do nothing which means the township will opt-out

D. Switch informational meeting to special meeting

- Mr. Wharam brought up that the supervisor did not notified the board properly
- Ms. Fromhart wants the meeting minutes
- Board says an informational meeting is a special meeting

VII. REPORTS AND CORRESPONDENCE

A. Public Safety Report

Bridgewater Township Board of Trustees Minutes

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

B. Supervisor's Report

- Bemis Rd is opened
- Bridgewater master deed; board discussed plan
- GS Materials annual report has previously been at year end; asked for on 1-Nov-17
- Annual inspection will be 1-Dec-17, annual report needed before inspection
- Report of trucks driving on Hogan Road; this is a local contractor

C. Assessor's Report

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

D. Clerk's Report

- Election 7-Nov-17

E. Treasurer's Report

- The Ms. McQueer submitted a written report to the board and it is on record
- Will use sample survey to send out in the tax bill

F. Trustees' Report

- Trustee Faust:
 - Nothing
- 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

- No October meeting

I. Farmland Preservation Board Report

- The Farmland Preservation Board submitted a written report to the board and it is on record
- They want to send out a newsletter

VIII. CITIZEN PARTICIPATION

- None

IX. ADJOURNMENT

Ms. Fromhart adjourned the meeting at 9:07 p.m.



12/4/2017

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:	12/4/2017 2/2/2018 QT-44999 Brian Marschner 3 Year

Site Name:WWTP (8820 KAISER ROAD SALINE MI 48176)		Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Unit Name: 8820 Kaiser							
Make: Onan							
Model: 150.0DGFA-5693126/P		1	March	Inspection	1	\$312.49	\$312.49
S/N: J040700408		1	September	Full Service	1	\$621.34	\$621.34
Size: 150kW		Year 1 Total:\$933.83					
ATS Qty: 1		2	March	Inspection	1	\$312.49	\$312.49
Notes:		2	September	Full Service	1	\$621.34	\$621.34
		Year 2 Total:\$933.83					
		3	March	Inspection	1	\$322.76	\$322.76
		3	September	Full Service	1	\$645.60	\$645.60
		Year 3 Total:\$968.36					

Total Agreement Amount:* **\$2,836.02**
**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:	12/4/2017 2/2/2018 QT-44999 Brian Marschner 3 Year

Total Agreement Amount:*

\$2,836.02

**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-44999)	Cummins Inc. Approval
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Signature: _____ Signature: _____

Date: _____ Date: _____

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

Type	Date	Check #	Name	November 2017 Split	Amount	
Nov 17						
Bill	11/07/2017	9512	Calvin Messing	5191727 · Election expense	47.08	Clerk: _____
Bill	11/07/2017	9513	Carl Wharam	5191727 · Election expense	23.54	
Bill	11/15/2017	EFT	Consumers Energy	5265728 · Maintenance & Utilities	15.75	Treasurer: _____
Bill	11/12/2017	EFT	Detroit Edison Company	5265728 · Maintenance & Utilities	72.91	
Bill	11/10/2017	EFT	Detroit Edison Company - 67-069A	5440852 · Street lighting	314.74	
Bill	11/30/2017	9514	Donald N. Pennington	-SPLIT-	1,625.00	
Bill	11/13/2017	EFT	Frontier	5265728 · Maintenance & Utilities	97.95	
Bill	11/15/2017	9515	Jon Way	-SPLIT-	370.00	
Bill	11/27/2017	9516	Lucas Law, PC	5173801 · Attorney & Consulting Expenses	147.50	
Bill	11/25/2017	9517	Mary Rider	-SPLIT-	1,847.50	
Bill	11/07/2017	9518	Michelle McNutt	5191727 · Election expense	18.19	
Bill	11/27/2017	9519	Michelle McQueer	-SPLIT-	963.00	
Bill	11/30/2017	EFT	Paychex	-SPLIT-	6,130.25	
Bill	11/30/2017	EFT	Paychex_fees	5215727 · Clerk supplies & expense	88.97	
Bill	11/27/2017	9520	Susan Ahrens	5265728 · Maintenance & Utilities	75.00	
Bill	11/09/2017	9521	The Manchester Mirror, LLC	-SPLIT-	158.45	
Bill	11/08/2017	9523	Washtenaw County Road Commission	5440846 · Road Improvements	4,078.21	
Nov 17					<u>16,074.04</u>	

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

	Apr '17 - Mar 18	Budget	\$ Over Budget
Income			
Clean-up Day Grant	3,000		
4402 · Property tax - operation	0	71,443	-71,443
4447 · Tax administration fee	13,924	28,354	-14,430
4448 · Tax collection fees	150	3,670	-3,520
4460 · Township permits	150	1,000	-850
4465 · Land division fees	175	500	-325
4574 · Revenue sharing	92,033	128,498	-36,465
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	13	1,500	-1,487
4675 · Metro Auth.-restricted to roads	3,217	3,500	-283
4700 · Election Reimbursement	206	0	206
Total Income	112,942	242,665	-129,723
Gross Profit	112,942	242,665	-129,723
Expense			
5101000 · Township Board			
5101703 · Trustee salary	3,200	4,800	-1,600
5101727 · Township supplies & expenses	603	500	103
5101770 · Conferences & Training	215	1,000	-786
Total 5101000 · Township Board	4,018	6,300	-2,282
5171000 · Supervisor			
5171703 · Supervisor Salary	10,405	15,607	-5,202
5171727 · Supervisor Expense	693	1,000	-306
5209000 · Assessor			
5209705 · Board of Review expenses	162	1,500	-1,338
5209805 · Assessor Wages	13,800	20,700	-6,900
5209810 · Assessor Expense	1,729	2,500	-771
Total 5209000 · Assessor	15,691	24,700	-9,009
Total 5171000 · Supervisor	26,789	41,307	-14,518
5173000 · Other General Government			
5173715 · Social Security	3,070	5,000	-1,930
5173801 · Attorney & Consulting Expenses	2,563	5,000	-2,438
5173802 · Audit fees	3,100	3,500	-400
5173811 · Membership fees & dues	1,546	2,000	-454
5173895 · Website Administrator	925	1,300	-375
5173912 · Insurance & Bonds	4,977	5,500	-523
Total 5173000 · Other General Government	16,181	22,300	-6,119
5215700 · Clerk			
5173900 · Printing & publishing	348	1,000	-652
5174810 · Deputy Clerk	1,067	1,000	67
5191727 · Election expense	1,772	1,000	772
5215703 · Clerk salary	10,809	16,214	-5,405
5215727 · Clerk supplies & expense	2,198	3,200	-1,002
Total 5215700 · Clerk	16,195	22,414	-6,219
5253700 · Treasurer			
5253701 · Tax Collection Expense	1,836	2,500	-664
5253703 · Treasurer salary	11,744	17,615	-5,871
5253704 · Deputy Treasurer Wages	547	1,000	-453
5253727 · Treasurer supplies & expenses	803	2,000	-1,197
Total 5253700 · Treasurer	14,929	23,115	-8,186

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	3,897	6,000	-2,103
5265925 · Cemetery care	2,350	2,000	350
5265980 · Building improvement & equip...	227	1,000	-773
5265000 · Building & Grounds - Other	128		
Total 5265000 · Building & Grounds	6,602	9,000	-2,398
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...	2,246	4,200	-1,954
5400803 · Planning consultant - on-going	4,797	10,000	-5,204
5400806 · FPB Consultant	0	500	-500
Total 5400701 · Planning	7,043	14,700	-7,657
5410726 · Zoning			
5410704 · Land Division Processing Fees	950	1,700	-750
5410727 · Zoning ad.wage & expense	4,600	7,500	-2,900
5411727 · Zon Bd of Appeals Expense	375	325	50
Total 5410726 · Zoning	5,925	9,525	-3,600
5400700 · Planning & zoning - Other	16		
Total 5400700 · Planning & zoning	12,984	24,225	-11,241
5440000 · Public works			
5440846 · Road Improvements	54,442	50,500	3,942
5440847 · Drains at large	0	5,000	-5,000
5440849 · Clean-up Day	3,206	5,000	-1,794
5440852 · Street lighting	2,498	3,500	-1,002
Total 5440000 · Public works	60,146	64,000	-3,855
5500000 · Contingencies	0	504	-504
66900 · Reconciliation Discrepancies	-0		
Total Expense	190,414	268,165	-77,751
Net Income	-77,472	-25,500	-51,972

Bridgewater Township Balance Sheet As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1002 · General Checking-Key Bank	3,949.38
1010 · General Savings-Key Bank	154,365.77
1016 · Bank of Ann Arbor 5yr	101,178.20
1017 · Old National 2 yr	107,937.21
Total Checking/Savings	367,430.56
Accounts Receivable	
1200 · Accounts Receivable	8,537.00
Total Accounts Receivable	8,537.00
Other Current Assets	
Prepaid Insurance	-455.67
1034 · Tax Receivable-PPT	53.53
1081 · Due from Sewer Operations	-638.75
1085 · Due From Tax Fund	2,285.00
1201 · Accounts Receivable 2	23,262.00
Total Other Current Assets	24,506.11
Total Current Assets	400,473.67
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	-91,492.66
Total Fixed Assets	177,072.29
TOTAL ASSETS	577,545.96
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	317.92
Total Accounts Payable	317.92
Credit Cards	
2050 · Comerica - Clerk/Treasurer	536.01
Total Credit Cards	536.01
Other Current Liabilities	
2217 · Escrow Deposits Payable	
2220 · Due to SMR-Elliott parcel	2,500.00
2233 · Due to SMR-Crego/Peltcs	4,395.25
2251 · Due to Bridgewater Bank	4,114.78
2252 · Due Metro General Contrac...	1,000.00
2253 · Due to Bridgewater Commo...	40,000.00
Total 2217 · Escrow Deposits Payable	52,010.03
2295 · Deferred Revenue	53.53
Total Other Current Liabilities	52,063.56
Total Current Liabilities	52,917.49
Total Liabilities	52,917.49

Bridgewater Township
Balance Sheet
As of December 31, 2017

	<u>Dec 31, 17</u>
Equity	
3900 · Fund Balance	425,027.42
3940 · Invested in Capital Assets, Net	177,073.03
Net Income	-77,471.98
Total Equity	<u>524,628.47</u>
TOTAL LIABILITIES & EQUITY	<u><u>577,545.96</u></u>

Bridgewater Township Sewer Operation Monthly Expenses

Type	Date	Check #	Name	November 2017	Amount
Nov 17					
Bill	11/27/2017	EFT	DTE Energy	Electricity	1,117.54
Bill	10/18/2017	1272	Faust Sand & Gravel	Treatment Plant:Building & Groun .	900.00
Bill	11/09/2017	EFT	Frontier	Phone Service	41.98
Bill	11/15/2017	1273	Jon Way	Building & Grounds Maintenance	165.00
Bill	11/01/2017	1274	USIC Locating Services, LLC	Miss Dig Locator Service	185.40
Bill	11/01/2017	1275	Village of Manchester	Plant Operator	2,600.00
Nov 17					<u>5,009.92</u>

Clerk: _____

Treasurer: _____

Bridgewater Township Sewer Operation Profit & Loss Budget vs. Actual April through November 2017

	Apr - Nov 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
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
Tap Fee	44,029.90		
Total Connection Fees	52,619.10	0.00	52,619.10
Customer Finance Charge	0.00	666.68	-666.68
Interest Income Master Account			
Interest Income Checking	31.67	100.00	-68.33
Total Interest Income Master Acc...	31.67	100.00	-68.33
Operation Maintenance Income	67,200.00	66,733.32	466.68
Special Assessment Payoff	0.00	0.00	0.00
Special Assessment Revenue	6,133.29	48,627.61	-42,494.32
Total Income	125,984.06	116,127.61	9,856.45
Gross Profit	125,984.06	116,127.61	9,856.45
Expense			
Collection System			
Billing			
Billing Clerk	660.00	800.00	-140.00
Billing Other	0.00	0.00	0.00
Office Supplies	0.00	133.32	-133.32
Total Billing	660.00	933.32	-273.32
Forcemains -Flushing & Disposal	0.00	666.68	-666.68
Grinder Pump repairs	1,060.00	6,666.68	-5,606.68
Miss Dig Locator Service	618.00	1,333.32	-715.32
WWTP Operations Committee	0.00	800.00	-800.00
Total Collection System	2,338.00	10,400.00	-8,062.00
Insurance	0.00	1,000.00	-1,000.00
Legal & Professional			
Audit	1,500.00	1,000.00	500.00
Engineer	280.00	1,666.68	-1,386.68
Legal Fees	0.00	333.32	-333.32
Total Legal & Professional	1,780.00	3,000.00	-1,220.00
Miscellaneous Expense	0.00	16.68	-16.68
New Equipment	7,618.00	6,666.68	951.32
Reconciliation Discrepancies	-0.48		
Treatment Plant			
Building & Grounds Maintenance	3,635.00	1,333.32	2,301.68
Chemicals	2,586.10	4,000.00	-1,413.90
Depreciation	0.00	0.00	0.00
Diesel Fuel/Propane	1,900.00	666.68	1,233.32
Electricity	9,402.19	10,333.32	-931.13
Equipment Repairs	14,027.62	3,333.32	10,694.30
Generator Maintenance Contract	0.00	733.32	-733.32
NPDES Permit	0.00	1,333.32	-1,333.32
Phone Service	330.12	300.00	30.12
Plant Operator	20,800.00	20,800.00	0.00
Sludge Handling & Disposal	0.00	2,333.32	-2,333.32
Supplies	111.92	200.00	-88.08
Treatment Plant - Other	733.13		
Total Treatment Plant	53,526.08	45,366.60	8,159.48
Total Expense	65,261.60	66,449.96	-1,188.36
Net Ordinary Income	60,722.46	49,677.65	11,044.81

**Bridgewater Township Sewer Operation
 Profit & Loss Budget vs. Actual
 April through November 2017**

	<u>Apr - Nov 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Other Income/Expense			
Other Expense			
Contingencies/Reserves	0.00	3,995.54	-3,995.54
Washtenaw Cty Debt Svc			
Accounting Charges	0.00	0.00	0.00
Interest	3,701.25	4,582.50	-881.25
Principal	35,250.00	41,066.25	-5,816.25
Washtenaw Cty Debt Svc - Other	0.00		
Total Washtenaw Cty Debt Svc	<u>38,951.25</u>	<u>45,648.75</u>	<u>-6,697.50</u>
Total Other Expense	<u>38,951.25</u>	<u>49,644.29</u>	<u>-10,693.04</u>
Net Other Income	<u>-38,951.25</u>	<u>-49,644.29</u>	<u>10,693.04</u>
Net Income	<u><u>21,771.21</u></u>	<u><u>33.36</u></u>	<u><u>21,737.85</u></u>

Bridgewater Township Sewer Operation Balance Sheet As of November 30, 2017

	Nov 30, 17
ASSETS	
Current Assets	
Checking/Savings	
Key-Sewer O/M	
Capital Improvements Reserve	6,000.00
Key-Sewer O/M - Other	20,554.54
Total Key-Sewer O/M	26,554.54
Key Sewer O/M Saving	85,188.72
Key Sewer Retirement Checking	59,660.89
Total Checking/Savings	171,404.15
Accounts Receivable	
Accounts receivable	47,612.93
Total Accounts Receivable	47,612.93
Other Current Assets	
Due From Tax	2,970.00
Prepaid Expenses	1,716.67
Prepaid Insurance	-108.33
Taxes Receivable Special Asst	3,103.87
Total Other Current Assets	7,682.21
Total Current Assets	226,699.29
Fixed Assets	
Accessory Building	53,320.02
Accumulated Depr - Access Bldg	-7,938.72
Accumulated Depr - Equipment	-18,994.02
Accumulated Depr - Sewer System	-581,739.68
Equipment	63,004.77
Land	55,355.06
Sewer System Plant	1,966,444.05
Total Fixed Assets	1,529,451.48
Other Assets	
Special Assessment Receivable	148,275.00
Total Other Assets	148,275.00
TOTAL ASSETS	1,904,425.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	3,850.40
Total Accounts Payable	3,850.40
Other Current Liabilities	
Accounts Payable	2,600.00
Due to General Fund	2,326.59
Total Other Current Liabilities	4,926.59
Total Current Liabilities	8,776.99
Long Term Liabilities	
2004 Bonds Wastewater Expans...	211,500.00
Total Long Term Liabilities	211,500.00
Total Liabilities	220,276.99

9:09 AM
12/02/17
Accrual Basis

Bridgewater Township Sewer Operation
Balance Sheet
As of November 30, 2017

	<u>Nov 30, 17</u>
Equity	
Invested in capital assets, net	1,317,951.48
Restricted for Debt Service	240,753.85
Unrestricted Funds (QB RE acct)	103,672.24
Net Income	21,771.21
	<hr/>
Total Equity	1,684,148.78
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>1,904,425.77</u></u>

Amendment to Ordinance 59

An ordinance to amend Section 13.1 of Ordinance 59 which regulates the extraction of sand, gravel and other earthen materials.

The Township of Bridgewater, Washtenaw County, Michigan ordains:

Section 1. Amendment to Section 13.1.

The first sentence of Section 13.1 is amended to read as follows:

13.1 Annual Report. The operator shall submit an annual report to the Township Supervisor on or before December 1st of each year.

Section 2. Saving Provisions.

All provisions of Ordinance 59 not amended by this ordinance shall remain in full force and effect.

Section 3. Effective Date.

This ordinance shall take effect upon publication.

YEAS: () _____
NAYS: () _____
ABSENT: () _____

Ordinance declared adopted on November __, 2017.

Laurie Fromhart, Supervisor
Township of Bridgewater

CERTIFICATE OF ADOPTION AND PUBLICATION

I, Thomas Wharam, the duly elected Clerk of the Township of Bridgewater certify that the foregoing ordinance is a true and correct copy of the ordinance enacted by the Township Board of the Township of Bridgewater on November __, 2017 and published in the Manchester Enterprise, a newspaper, circulated in the Township of Bridgewater on November __, 2017.

Thomas Wharam, Clerk
Township of Bridgewater

Amendment to Ordinance 59

An ordinance to amend Section 13.1 of Ordinance 59 which regulates the extraction of sand, gravel and other earthen materials.

The Township of Bridgewater, Washtenaw County, Michigan ordains:

Section 1. Amendment to Section 13.1.

The first sentence of Section 13.1 is amended to read as follows:

13.1 Annual Report. Each year on such date as the Township Engineer shall specify the operator shall submit an annual report to the Township supervisor.

Section 2. Saving Provisions.

All provisions of Ordinance 59 not amended by this ordinance shall remain in full force and effect.

Section 3. Effective Date.

This ordinance shall take effect upon publication.

YEAS: () _____
NAYS: () _____
ABSENT: () _____

Ordinance declared adopted on November __, 2017.

Laurie Fromhart, Supervisor
Township of Bridgewater

CERTIFICATE OF ADOPTION AND PUBLICATION

I, Thomas Wharam, the duly elected Clerk of the Township of Bridgewater certify that the foregoing ordinance is a true and correct copy of the ordinance enacted by the Township Board of the Township of Bridgewater on November __, 2017 and published in the Manchester Enterprise, a newspaper, circulated in the Township of Bridgewater on November __, 2017.

Thomas Wharam, Clerk
Township of Bridgewater

Subject: **GS Materials Annual Report & Inspection**

From: bridgewaterwpsupervisor@yahoo.com

To: mandy@gerkenpaving.com

Cc: lucas@lucaslawpc.com; ctokar@nrmmining.com; tcrane@gerkenpaving.com; jknepley@gerkenpaving.com

Date: Friday, November 10, 2017, 9:12:03 AM EST

Mandy,

This is in response to your letter dated October 11, 2017 regarding the submission date of the annual report. The Board discussed this matter at our November 2nd meeting and the Township is willing to extend the date for receipt of the annual report to December 1st. Per section 13.01 of Ordinance 59 it requires " Each year at the anniversary date of the license the operator shall submit a report to the Township Supervisor." If we were to agree that the anniversary date of the license is March than the annual report is currently 8 months late. I understand it has been the past practice of GS Materials to submit a year end annual report, and the Township has always accepted such, however this is contrary to the current requirements of Ordinance 59.

I believe we are all in agreement that a year end annual report makes most sense, and we are currently working towards that end to amend the Ordinance to reflect this. As previously discussed at our Board meetings we agreed that inspecting in November makes most sense as this has been the past practice of the Township engineer and is when production is low. However the Township engineer's past practice has been to inspect prior to receiving the annual report which is contrary to our ordinance. Per section 13.03 of Ordinance 59 it states "The purpose of the inspection is to evaluate the operations in terms of the annual report and compliance with the approved license conditions."

Although the Township has the right to inspection at any given time we desire to inspect after the annual report is received per the terms of Ordinance 59. Inspecting prior to receipt of the annual report makes no sense and would require us to conduct another inspection in order to evaluate the operations in terms of the annual report incurring additional costs for the operator.

Thank you for your consideration in this matter.

Respectfully,

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



November 13, 2017

Bridgewater Township Trustees
c/o Attorney Fred Lucas

SENT VIA EMAIL ONLY

RE: Annual Inspection

Dear Mr. Lucas,

This letter is in follow-up to the Bridgewater Township Board of Trustees meeting held on Thursday, November 2, 2017 and Ms. Fromhart's email of November 10th. As you are aware I represent GS Materials, LLC, (hereinafter "GSM") and there is an ongoing debate over the proper time for submittal of the annual report under the current Mineral Extraction Ordinance (hereinafter "Ordinance"). The Ordinance is quite clear that the date for submittal is on the anniversary date of the issuance of the Mineral Extraction License. It is also clear that all parties are in agreement that the Ordinance should be amended to include a specific date for filing instead of using the anniversary date. While the Board appears to believe there is an August date out there, the license itself did not include an issuance date, but does reference the Planning Commission recommendation of February 2016. My client's understanding is its license was then approved by the Board of Trustees on March 3, 2016, making this the anniversary date for the filing of its annual report. GSM has no hidden agenda and genuinely believed the anniversary date to be March based on the approval in the meeting minutes.

There was also an allegation made at the November 2nd meeting that GSM's report is 8 months late. I'd like to point out that the annual report was submitted in January of this year and the prior annual report was submitted in February of the prior year; proving that my client has submitted an annual report early each and every year. Nowhere does the Ordinance require multiple reports to be filed in any given year nor does it state that a report may not be filed early. The past two reports were submitted less than 12 months apart. The last two submittal dates were February 2, 2016 and January 5, 2017. How this is being interpreted as being late is beyond my understanding. Additionally, at a prior meeting I attended in August I am quite certain it was noted that no one ever reviewed the report submitted January 5, 2017. If this is in fact true and the Township feels a review of the annual report is needed prior to inspection then we suggest the engineer should review the annual report already submitted this year.

GSM is interested in settling this issue and would like to find a mutually agreeable date. At my request, Chip Tokar, GSM's independent consultant, reached out to the Township Engineer on November 9, 2017 to discuss a mutually agreeable timeline. Production at this facility general ends around December 15th and Mr. Enlow has agreed that January is a reasonable time for submittal of the annual report. Chip

Tokar was hopeful that the two can cooperate to coordinate times that suit both of our clients' needs. Based on this conversation, GSM proposes that the Ordinance be amended to make the annual report deadline to be on or before January 31th each year.

Finally, it was also addressed by Ms. Fromhart that GSM is requesting its property to be included under the Ordinance which now governs the Crego-Peltcs parcel. This is not the case. This property is governed by a Consent Judgment and my client is not seeking to change the terms of its operation.

I thank you for your attention to this matter and look forward to reaching an amicable solution to the issue of submittal.

Sincerely,

A handwritten signature in cursive script that reads "Mandy M. Gerken-Snyder".

Mandy M. Gerken-Snyder
Corporate Counsel
GS Materials, LLC

Cc: Brent Gerken, Chip Tokar, Joe Knepley, Todd Crane

To Laurie (Supervisor) and to Bridgewater board of directors

I would like to ask the board for relief of the new rule on paying the sewer fees up front.

I would have to pay \$50,000.00 up front for some thing I will not need for at least a year from now.

This was not how the project started.

Thank you for now

Ron Finkbeiner

Bridgewater Commons

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



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

November 3, 2017

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

Dear Ms. Fromhart,

Attached you will find the October 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 42 calls for service for the month of October. Of the 42 calls the Michigan State Police responded to 23. The Sheriff Office responded to 2 calls, 17 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



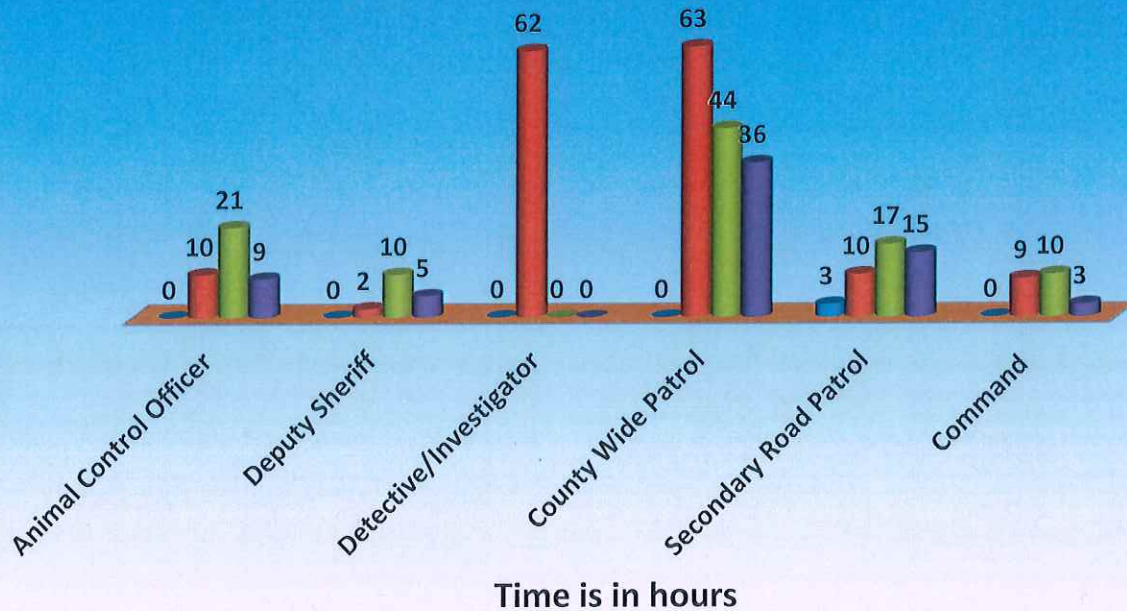
Washtenaw County Sheriff's Office

Bridgewater Township Services—October 2017

Sheriff Activity by Position

Time spent in Bridgewater Township

■ Oct 2017 ■ YTD 2017 ■ YTD 2016 ■ YTD 2015



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.

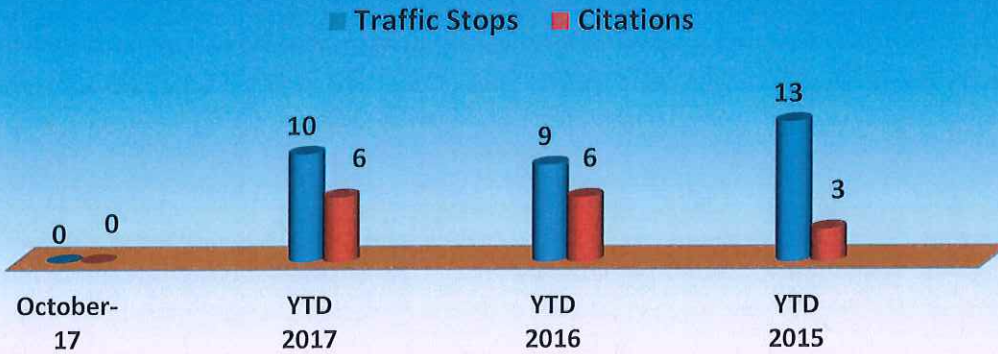
Command: Road patrol sergeants who supervise the above staff. Manages on duty staffing and coordinated on scene police response.



Washtenaw County Sheriff's Office

Bridgewater Township Services—October 2017

Traffic Enforcement--Bridgewater Township



Bridgewater Township Calls for Service

Includes WCSO & MSP



Contract Deputies into Bridgewater Township

■ Manchester-Lodi Deputies



Subject: RE: soil erosion updated language

From: ADoner@house.mi.gov

To: jimdrolett@gmail.com

Cc: sharonsupervisor@gmail.com; bridgewaterwpsupervisor@yahoo.com; jwallace@vil-manchester.org

Date: Thursday, November 30, 2017, 2:52:36 PM EST

We are trying to get this resolved.

From: James Drolett [mailto:jimdrolett@gmail.com]

Sent: Thursday, November 30, 2017 9:57 AM

To: Annika Doner <ADoner@house.mi.gov>

Cc: sharonsupervisor@gmail.com; bridgewaterwpsupervisor@yahoo.com; jwallace@vil-manchester.org

Subject: Re: soil erosion updated language

Annika, This proposed language does nothing to remove the issue, in fact it makes it worse. All it does is say we can cooperate as municipalities, then in paragraph (2) it in fact outlaws our agencies by statute from doing enforcement and administration. Please have someone with a legal mind review this as it will still require each municipality to have an employee doing the soil erosion work. My proposed amendment would clear up this issue.



Virus-free. www.avast.com

On Thu, Nov 30, 2017 at 9:40 AM, Annika Doner <ADoner@house.mi.gov> wrote:

Hello all,

Hope you are doing well. We've finally gotten some movement from Sen. Hune's office so we're looking to act quickly and get the soil erosion control legislation moving. After talking further with Rep. Lasinski we believe it will be most prudent to introduce language similar to what the DEQ requested, so that there are no further misinterpretations on their end. From my understanding, what they've requested would not in any way hinder your current operations. If, however, you have any specific concerns about the implications on WACA or CACA, please let us know. I've attached the most recent draft from our bill drafter that incorporates DEQ language, but which we cleaned up a little, since Mr. Selden was not a lawyer. Please let me know if it is acceptable or if there is anything that must be changed. I'm hoping to get final approval from Susan Doty at DEQ, who is taking this over from Mr.

Selden as he retires, get the final bills requested and have them introduced in the House and Senate next week if possible.

Please feel free to email or call with any further questions or concerns.

Thanks!

Annika

Annika Doner

Legislative Aide/Policy Services

Representative Donna Lasinski

52nd District

Office: 517-373-0828

Cell: 313-670-4737

adoner@house.mi.gov

DRAFT 3

A bill to amend 1994 PA 451, entitled
"Natural resources and environmental protection act,"
(MCL 324.101 to 324.90106) by adding section 9106a.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 **SEC. 9106A. (1) TWO OR MORE MUNICIPALITIES MAY PROVIDE FOR**
2 **JOINT ADMINISTRATION AND ENFORCEMENT OF THIS PART AND THE RULES**
3 **PROMULGATED UNDER THIS PART BY ENTERING INTO A WRITTEN INTERLOCAL**
4 **AGREEMENT PURSUANT TO THE URBAN COOPERATION ACT, 1967 (EX SESS) PA**
5 **7, MCL 124.501 TO 124.512. HOWEVER, IF ALL OF THE MUNICIPALITIES**
6 **ARE NOT LOCATED, IN WHOLE OR IN PART, IN THE SAME COUNTY, THE**
7 **AGREEMENT DOES NOT TAKE EFFECT UNLESS THE DEPARTMENT APPROVES THE**
8 **AGREEMENT IN WRITING. THE DEPARTMENT SHALL APPROVE THE AGREEMENT IF**
9 **THE DEPARTMENT DETERMINES THAT THE AGREEMENT WILL PROMOTE THE**
10 **EFFECTIVE ADMINISTRATION AND ENFORCEMENT OF THIS PART AND RULES**



1 PROMULGATED UNDER THIS PART.

2 (2) AN INTERLOCAL AGREEMENT UNDER SUBSECTION (1) OR SECTION
3 9105 SHALL NOT CREATE A SEPARATE LEGAL ENTITY THAT CONDUCTS
4 ADMINISTRATION OR ENFORCEMENT UNDER THIS PART.

5 Enacting section 1. This amendatory act takes effect 90 days
6 after the date it is enacted into law.



Bridgewater Township

Zoning Administrator Report

November 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 – Hohmann/Weikart (13580 Bartlett Rd., Clinton).** Application for zoning approval for construction of a new detached accessory structure (private garage) in the rear yard. Approved.
2. **Zoning Compliance Certificate – Prais (10671 Burmeister Rd., Manchester).** Application for zoning approval for construction of a new pole barn and a new greenhouse, both for agricultural purposes. Approved.
3. **Zoning Compliance Certificate – Lanford (10804 Braun Rd., Manchester).** Application for zoning approval to verify Zoning Ordinance compliance for Mr. Lanford to operate a licensed gunsmith business as a home occupation per an updated federal license and associated scope of activities. Approved.
4. **Zoning Compliance Certificate – Bridgewater Commons – Ron Finkbeiner (units 13-14, Joann Trail).** Application for zoning approval for construction of a new two-unit attached condominium building within the Bridgewater Commons development and the Bridgewater Hamlet sewer district. Approved per revised plans, submittal by the developer of the required performance guarantee for future completion of the wearing course of paving for JoAnn Trail, and a Zoning Administrator determination that the change in the size of one attached garage (caused by a supplier error in the type of trusses delivered to the site) is an incidental change during construction that can be approved administratively. The Building Official has been made aware of the Township Board’s adopted policy (Ord. 54-1) requiring payment of all sewer fees prior to issuance of a building permit.

Ordinance Enforcement:

5. **12460 E. Michigan Ave Rd., Clinton (Samuels) – outdoor storage of junk.** During a site inspection on 11/17/2017, we found Dr. Samuels working on the site. We also found that the clean-up work was not complete, although we did note that material is now being removed from the large tarped piles well to the rear of the site. After discussing the status of the project with Dr. Samuels, he asked for one additional month to complete the clean-up. I chose to grant an extension to 12/31/2017, and confirmed that there would be no further extensions beyond that date. Dr. Samuels is aware that, if the clean-up is not complete when the site is re-inspected in early January, citations will be issued each week that the violations remain, and further legal action may be initiated by the Township Board.
6. **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. In response to our

notice of violation, the signs have all been removed. However, the business activity appears to be continuing on the site, and the code violations have not been addressed by the owner. A follow up final notice will be sent this week.

7. **11840 Hogan Rd. (Nancy Hebb) – debris on the porch.** We noted during a recent site visit that a large pile of boxes and related debris had appeared on Ms. Hebb's front porch. Before we had the chance to contact her, Ms. Hebb sent me a note regarding the material and the steps being taken to correct the violation. A follow up site visit is scheduled for later this week to confirm that the debris has been removed.
8. **12208 W. Michigan Ave. (US-12).** In response to our notice of violation regarding an unlawful outdoor dealership sales lot activities on this parcel at the northwest corner of US-12 and Willow Rd., the vehicles offered for sale in the front yard have been removed.

Ordinance Administration and Other Items of Interest:

9. **Aaron Enzer – proposed fireworks business warehouse structure on Burmeister Rd.** On 11/27/2017, Mr. Enzer received preliminary site plan approval from the Planning Commission 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). The Commission directed him to prepare updated plans addressing the details noted in the Twp. Planner and Twp. Engineer's reports to be submitted as a final site plan for Planning Commission action.

Mr. Enzer was directed by the Commission to direct his questions regarding the required escrow deposit and what Township review costs can be charged against this deposit to the Twp. Attorney and Twp. Board.

10. **Telephone calls and emails.** Received numerous telephone calls seeking information regarding zoning requirements for new homes and pole barns, standards for farm-based tourism operations, 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

Monthly Permit List

11/08/2017

Electrical

Permit #	Contractor	Township	Job Address	Fee Total	Const. Value
P17-339	STEIN ELECTRIC	BRIDGEWATER TWP	12985 HOGAN RD	\$290.00	\$0
Parcel Property Number:		Q--17-29-400-027	Issued: 10/23/17		
Home Owner:		PAWLUSIAK ROBERT10925 HOGAN ROAD	MANCHESTER	48158	(734) 428 9129
Work Description:		200 AMP FREE STANDING SERVICE (1) 50 AMP RV RECEIPT, UNDERGROUND TO BARN. WIRING TO ARN			
P17-354		BRIDGEWATER TWP	12663 WALLACE RD	\$225.00	\$0
Parcel Property Number:		Q -17-17-400-013	Issued: 10/25/17		
Home Owner:		ROSS LOUIS & ALISA 12663 WALLACE ROAD	MANCHESTER	48158	
Work Description:		NEW SERVICE & WIRING FOR WOOD WORKING SHOP			

Total Permits For Type:	2
Total Fees For Type:	\$515.00
Total Const. Value For Type:	\$0

Report Summary

PerStatus = ISSUED
And PerDateIssued Range from
10/01/2017 to 10/31/2017
And PerCategory = Electrical
And ParUser1 Starts with bridg

Grand Total Fees:	\$225.00
Grand Total Permits:	2
Grand Total Const. Value:	\$0

Monthly Permit List

11/08/2017

Mechanical

Permit #	Contractor	Township	Job Address	Fee Total	Const. Value
P17-315	ROBERTS PLUMBING	BRIDGEWATER TWP	12663 WALLACE RD	\$240.00	\$0
Parcel Property Number:		Q -17-17-400-013	Issued: 10/06/17		
Home Owner:		ROSS LOUIS & ALISA 12663 WALLACE ROAD	MANCHESTER	48158	
Work Description:		RADIANT HEAT IN SLAB			

Total Permits For Type:	1
Total Fees For Type:	\$240.00
Total Const. Value For Type:	\$0

Report Summary

PerStatus = ISSUED
And PerDateIssued Range from
10/01/2017 to 10/31/2017
And PerCategory = Mechanical
And ParUser1 Starts with bridg

Grand Total Fees:	\$240.00
Grand Total Permits:	1
Grand Total Const. Value:	\$0

Monthly Permit List

11/08/2017

Building

Permit #	Contractor	Township	Job Address	Fee Total	Const. Value
P17-347	MICHIGAN SOLAR SO	BRIDGEWATER TWP.	8817 SCHELLENBERGER RD	\$335.00	\$14,280
Parcel Property Number:		Q -17-02-300-016	Issued: 10/27/17		
Home Owner:		SABHARWAL SAMMI	8817 SCHELLENBERGER RD	MANCHESTER 48158	(616) 724 7377
Work Description:		INSTALL A SOLAR ARRAY WITH 24 PANELS ON MANUFACTURED STEEL FRAME APPROX 52' x 10' x			

Total Permits For Type:	1
Total Fees For Type:	\$335.00
Total Const. Value For Type:	\$14,280

Report Summary

PerStatus = ISSUED
And PerDateIssued Range from
10/01/2017 to 10/31/2017
And PerCategory = Res.
Add/Alter/Repair
And ParUser1 Starts with bridg

Grand Total Fees:	\$335.00
Grand Total Permits:	1
Grand Total Const. Value:	\$14280

Monthly Permit List

12/04/2017

Building

Permit #	Contractor	Township	Job Address	Fee Total	Const. Value
P17-376		BRIDGEWATER TWP	13580 BARTLETT RD	\$190.00	\$1,500
Parcel Property Number:	Q -17-31-400-003		Issued: 11/08/17		
Home Owner:	WEIKART & HOHMA	607 E LOGAN ST	TECUMSEH	49286-15	
Work Description:	BUILD A NEW 12 X 20 POLE TYPE DETACHED GARAGE				

Total Permits For Type:	1
Total Fees For Type:	\$190.00
Total Const. Value For Type:	\$1,500

Report Summary

PerStatus = ISSUED
And PerDateIssued Range from
11/01/2017 to 11/30/2017
And PerCategory = Garage, detached
And ParUser1 Starts with bridg

Grand Total Fees:	\$190.00
Grand Total Permits:	1
Grand Total Const. Value:	\$1500

Monthly Permit List

12/04/2017

Building

Permit #	Contractor	Township	Job Address	Fee Total	Const. Value
P17-389	MAJIC WINDOWS CO	BRIDGEWATER TWP	10776 LIMA CENTER RD	\$75.00	\$0
Parcel Property Number:		Q -17-16-400-014	Issued: 11/15/17		
Home Owner:		NAGY MATTHEW & 10776 LIMA CENTER RD	MANCHESTER	48158	(734) 645 4278
Work Description:		REPLACE SIDING AND TRIM			

Total Permits For Type:	1
Total Fees For Type:	\$75.00
Total Const. Value For Type:	\$0

Report Summary

PerStatus = ISSUED
And PerDateIssued Range from
11/01/2017 to 11/30/2017
And PerCategory =
roofing/siding/windows
And ParUser1 Starts with bridg

Grand Total Fees:	\$75.00
Grand Total Permits:	1
Grand Total Const. Value:	\$0

Bridgewater Township
Farmland Preservation Board Meeting
Monday, November 20, 2017 @ 18:30

I. I. Call to Order/Pledge of Allegiance
18:34

II. II. Roll Call
Present: McQueer, Long, Scaturro, Howard, Faust
Absent: None.

III. III. Citizen Participation
None.

IV. IV. Review and Approve Agenda
Motion: Long
Second: Second

V. V. Old Business

A. Approve meeting minutes (October)
Correction: Needed date added for when this current meeting was to take place.
Motion to approve: McQueer
Second: Faust

VI. Discussion Items

A. Vendor list - points of contact and notifications
Barry Lonik - Treemore Ecology
Ginny Trocchio - Washtenaw County Parks & Recreation Commission
Woody Kellum - Raisin Valley Land Trust
Doug Koop - Legacy Land Conservancy
Jason Hill - Ducks Unlimited
Steve Shine - MDNR
NRCS
USDA - MAEAP
Bridgewater Township Planning representative
Landowners at large

Board members have a discussion about who should be invited and involved in the workshop.

B. Preservation workshop details - post card design
Board feels the design should include a green color, short and sweet text, simple images, and the basic who, what, where, when and why for the workshop. Each board member is tasked

with coming up with one “hook” or catch phrase for the postcard that will capture resident’s attention.

C. Web page update

The web page has been updated to include the new information the farmland board provided to Township board.

VII. Citizen Participation

None.

VIII. Adjournment

Motion to adjourn: Howard

Second: Faust

Next meeting: January 15th, 2018