COHOCTAH TOWNSHIP BOARD MEETING
March 12, 2026 at 7:00 PM
Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

CONSENT AGENDA

1. Minutes 02-12-2026
2. Minutes 02-19-2026 Budget Workshop
3. Treasurer's Report
4. Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

NEW BUSINESS

5. Quarterly Budget Review
6. Sheriff Contract Renewal
7. Renewal of DIRECTTV Video Franchise Agreement
8. Drain Flow Monitoring
9. Principles of Governance
10. 2026/2027 Fee Schedule
11. 2026/2027 Wages and Salaries Resolution
12. 2026/2027 Projected Revenues
13. 2026/2027 General Fund Budget
14. 2026/2027 Road Fund Budget
15. 2026/2027 Capital Improvement Budget

REPORTS

Zoning Board of Appeals

Planning Commission

Violations and Complaints

TOWNSHIP BOARD DISCUSSION

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - APRIL 9, 2026

ADJOURN

COHOCTAH TOWNSHIP BOARD MEETING

February 12, 2026 at 7:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 546-0655, or mail: 10518 N Antcliff Rd Fowlerville MI 48836.

MINUTES

CALL TO ORDER

The meeting was called to order at 7:00 pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock, Mark Torigian

AGENDA APPROVAL

Motion made by Torigian, seconded by Charette, to approve the agenda as presented. Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

CONSENT AGENDA

1. Minutes 01-08-2026
2. Treasurer's Report
3. Expenditures

CALL TO THE PUBLIC

Public comment received.

UNFINISHED BUSINESS

Road Commission

No report.

Howell Fire Authority

No report.

Hall

No report.

Cemetery

No report.

Parks and Recreation

Verbal report given.

NEW BUSINESS

4. Trash Refunds Brambleberry Lane

   No residents were in attendance. Table to next meeting.

5. Quarterly Budget Review

Motion made by Bock, seconded by Charette, to move $3100 from Contingencies and allocate $1600 to Drains and $1500 to insurance.
Voting Yea: Fear, Charette, Fosdick, Bock, Torigian, motion carried.

REPORTS

Zoning Board of Appeals

No report.

Planning Commission

Verbal report given.

Violations and Complaints

Verbal report given.

TOWNSHIP BOARD DISCUSSION

The Township Board discussed the Budget Workshop, the 4th of July parade, and Large Item Day.

CALL TO THE PUBLIC

None.

NEXT REGULAR MEETING DATE - MARCH 12, 2026

ADJOURN

There being no further business, the meeting was adjourned at 7:40 pm.

February 19, 2026
BUDGET WORKSHOP

The Budget Workshop of the Cohoctah Township Board was called to order at 5:32pm at the township hall, 10518 Antcliff Rd, Fowlerville. Bock, Fosdick, Fear, Charette and Torigian were in attendance.

Agenda - Motion by Torigian, support by Charette to approve the agenda as amended with the addition of Indian Springs Lake Discussion to Other Business A. Motion carried.

Review fee schedule – The Fee Schedule was reviewed and changes were proposed.

Wages Township Officials – Changes were proposed to wages.

General Fund Revenues, General Fund Budget, Road Fund Budget, and Capital Improvement Budget discussed. The Board will adopt the budgets during March 12, 2026, regular board meeting.

Other Business: Indian Springs Lake was discussed.

Call to Public: None

There being no further business, meeting adjourned 7:22 pm.

Respectfully submitted,

Barb Fear
Cohoctah Township Clerk

TAMI BOCK
COHOCTAH TOWNSHIP TREASURER
10518 ANTCLIFF ROAD
FOWLERVILLE MI 48836
517-546-0655

Jan 26

RECEIPTS			
	TRASH PICK UP	$	275.00
	BURIAL SVC	$	1,002.40
	INTEREST	$	3.44
	OTHER REV	$	21,698.82
	BARN and Hall RENTAL	$	200.00
	ESCROW TRANSFER		
	TAXES	$	57,701.76
	LAND USE	$	325.00
	FRANCHISE FEE	$	1,410.28
	CEM PLOTS	$	1,600.00
	RECEIPTS TOTAL	**$**	**84,216.70**
	CASH ACCOUNT ENDING BALA	$	265,376.03
	CHOICEONE BANK	$	663,002.23
	GENERAL FUND BALANCE	$	928,378.26
	TRUST AND AGENCY BALANCE	$	7,050.00
	CAPITAL IMPROVEMENT FUNI	$	239,418.37
	ROAD FUND ENDING BALANCI	$	72,171.60
	ARPA FUND	$	75,749.69

EXPENDITURES - MARCH 2026			
FOSTER SWIFT		$ 4,593.41	
SPRUNGTOWN OUTDOOR SERVICES		$ 415.00	
LIVINGSTON COUNTY SHERRIFF		$ 2,240.00	
GRANGER		$ 25,897.00	
CONSUMERS ENERGY		$ 594.74	
IVSCOMM INC		$ 125.00	
LIVINGSTON COUNTY PRESS		$ 96.88	
LIVINGSTON COUNTY TREASURER		$ 168.13	
CARLISLE/WORTMAN		$ 620.00	
CHASE BANK		$ 665.42	
LIVINGSTON COUNTY GIS		$ 662.89	
BLACK ROCK TECHNOLOGIES		$ 541.00	
ECONOPRINT		$ 1,760.77	
C GARBER		$ 50.00	
S BRONSBERG		$ 68.00	
T BOCK		$ 23.20	
A KOZAK		$ 116.00	
SUB TOTAL		**$ 38,637.44**	
T BOCK		$ 2,198.56	
A KOZAK		$ 304.76	
S BRONSBERG		$ 912.70	
K THURNER			$ 40.64
J ARMSTRONG		$ 70.58	
C DAMON		$ 21.91	
K CARMACK		$ 79.28	
C BEACH		$ 101.58	
J BUTTERMORE		$ 105.72	
P CHARETTE		$ 312.93	
M CICAN		$ 83.12	
K ENGEL		$ 79.28	
S NEWTON		$ 79.28	
M TORIGIAN		$ 175.47	
M FOSDICK		$ 1,834.73	
J BLACK		$ 162.98	
T BLACK		$ 44.05	
B FEAR		$ 2,303.26	
C GARBER		$ 2,414.67	
T LITZ		$ 230.16	
MERS		$ 1,773.65	
W/H		$ 3,649.89	
BENEPAY		$ 75.68	
SUB TOTAL		**$ 17,014.24**	
TOTAL GENERAL FND		**$ 55,651.68**	
ROAD FUND			
TOTAL EXPENDITURES		**$ 55,651.68**	

			COHOCTAH TOWNSHIP 25-26 EXPENDITURES					-1-
ACCOUNT		**BUDGET**	**1ST**	**2ND**	**3RD**	**4TH**	**TOTAL**	**BALANCE**
TOWNSHIP BOARD								
PAYROLL TAX EXPENSE		$14,000.00	$3,662.08	$4,541.85	$4,066.18	$3,611.55	$15,881.66	($1,881.66)
TRUSTEE WAGES		$10,000.00	$1,900.00	$5,130.00	$2,280.00	$1,900.00	$11,210.00	($1,210.00)
SECRETARY WAGES		$16,000.00	$4,026.00	$5,137.00	$3,701.50	$3,503.50	$16,368.00	($368.00)
SUPPLIES		$1,500.00	$59.03	$1,889.05	$1,337.98	$728.85	$4,014.91	($2,514.91)
CONTRACTED SERVICES		$80,000.00	$22,943.89	$30,832.25	$9,101.50	$5,969.41	$68,847.05	$11,152.95
CONFERENCES		$4,000.00	$156.90	$30.00		$250.00	$436.90	$3,563.10
PUBLISHING		$4,000.00	$353.54	$254.70	$278.66	$807.86	$1,694.76	$2,305.24
COMMUNICATIONS		$2,500.00		$561.41			$561.41	$1,938.59
ASSOCIATION DUES		$3,500.00	$3,044.58	$100.00	$20.00	$10.00	$3,174.58	$325.42
DEFERRED COMP		$16,000.00	$3,786.63	$4,823.47	$4,143.67	$3,952.46	$16,706.23	($706.23)
MAINTENANCE		$5,000.00	$1,525.00	$450.00	$1,275.00	$500.00	$3,750.00	$1,250.00
EQUIPMENT		$1,000.00	$456.77				$456.77	$543.23
	TOTAL	**$157,500.00**	**$41,914.42**	**$53,749.73**	**$26,204.49**	**$21,233.63**	**$143,102.27**	**$14,397.73**
SUPERVISOR								
SALARY		$26,000.00	$6,500.01	$6,500.01	$6,500.01	$6,500.01	$26,000.04	($0.04)
DEPUTY		$0.00					$0.00	$0.00
SUPPLIES		$0.00					$0.00	$0.00
	TOTAL	**$26,000.00**	**$6,500.01**	**$6,500.01**	**$6,500.01**	**$6,500.01**	**$26,000.04**	**($0.04)**
ELECTIONS								
WAGES		$2,000.00		$725.25			$725.25	$1,274.75
SUPPLIES	**rev 10-25**	$2,400.00	$2,628.34	$657.21			$3,285.55	($885.55)
PUBLISHING		$300.00		$72.92			$72.92	$227.08
MAINTENANCE/REPAIR		$1,000.00	$235.00	$1,368.00			$1,603.00	($603.00)
	TOTAL	**$5,700.00**	**$2,863.34**	**$2,823.38**	**$0.00**	**$0.00**	**$5,686.72**	**$13.28**
ATTORNEY	**TOTAL**	**$80,000.00**	**$6,551.27**	**$32,835.40**	**$29,989.20**	**$7,056.41**	**$76,432.28**	**$3,567.72**
PUBLIC SAFETY	**TOTAL**	**$26,880.00**	$2,240.00	$8,960.00	$6,720.00	$6,720.00	**$24,640.00**	**$2,240.00**
ASSESSOR								
SALARY		$36,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$36,000.00	$0.00
CONSULTING FEES		$1,000.00	$270.00				$270.00	$730.00
SUPPLIES		$4,000.00				$2,473.66	$2,473.66	$1,526.34
	TOTAL	**$41,000.00**	**$9,270.00**	**$9,000.00**	**$9,000.00**	**$11,473.66**	**$38,743.66**	**$2,256.34**
CLERK								
SALARY		$33,000.00	$8,250.00	$8,250.00	$8,250.00	$8,250.00	$33,000.00	$0.00
DEPUTY		$4,000.00		$341.00	$1,111.00	$88.00	$1,540.00	$2,460.00
MILEAGE		$400.00	$15.40	$104.30	$156.80		$276.50	$123.50
SUPPLIES		$700.00	$10.10	$392.05	$122.00	$78.00	$602.15	$97.85
EQUIPMENT REPAIR		$0.00					$0.00	$0.00
	TOTAL	**$38,100.00**	**$8,275.50**	**$9,087.35**	**$9,639.80**	**$8,416.00**	**$35,418.65**	**$2,681.35**

			COHOCTAH TOWNSHIP 25-26 EXPENDITURES					-2-
ACCOUNT		**BUDGET**	**1ST**	**2ND**	**3RD**	**4TH**	**TOTAL**	**BALANCE**
TREASURER								
SALARY		$26,000.00	$6,500.01	$6,500.01	6,500.01	$6,500.01	$26,000.04	($0.04)
DEPUTY		$4,000.00	$550.00	$902.00	814.00	$1,023.00	$3,289.00	$711.00
MILEAGE		$1,700.00	$219.80	$416.50	412.30	$403.00	$1,451.60	$248.40
SUPPLIES		$2,500.00	$1,022.00	$390.00		$237.08	$1,649.08	$850.92
CONTRACTED SERVICES		$6,000.00	$1,657.10		1,064.83	$1,191.29	$3,913.22	$2,086.78
	TOTAL	**$40,200.00**	**$9,948.91**	**$8,208.51**	**8,791.14**	**$9,354.38**	**$36,302.94**	**$3,897.06**
BOARD OF REVIEW								
WAGES		$2,200.00		$300.00		$660.00		$2,200.00
PUBLISHING		$600.00						$600.00
	TOTAL	**$2,800.00**	**$0.00**	**$300.00**	**0.00**	**$660.00**	**$0.00**	**$2,800.00**
BUILDING & GROUNDS								
SUPPLIES		$600.00	$289.33	$28.59	28.59	$69.01	$415.52	$184.48
TELEPHONE		$3,000.00	$631.86	$520.84	410.32	$255.00	$1,818.02	$1,181.98
UTILITIES-HALL		$3,000.00	$584.85	$1,973.16	293.23	$326.03	$3,177.27	($177.27)
REPAIRS/HOUSE		$25,000.00		$30,710.00			$30,710.00	($5,710.00)
MAINTENANCE/ REPAIRS		$10,000.00	$1,493.00	$3,695.00	967.78	$704.99	$6,860.77	$3,139.23
IMPROVEMENTS		$45,000.00	$5,000.00	$18,829.25	8,565.00		$32,394.25	$12,605.75
SNOW REMOVAL/HALL		$600.00					$0.00	$600.00
MILEAGE		$200.00		$7.00	14.00		$21.00	$179.00
	TOTAL	**$87,400.00**	**$7,999.04**	**$55,763.84**	**10,278.92**	**$1,355.03**	**$75,396.83**	**$12,003.17**
CEMETERY								
CLERICAL		$1,600.00	$462.00	$440.00	434.50	$291.50	$1,628.00	($28.00)
SUPPLIES		$100.00	$75.48				$75.48	$24.52
LAWN CARE		$14,000.00	$2,100.00	$3,975.00	2,625.00		$8,700.00	$5,300.00
BURIALS		$600.00	$1,400.00		2,600.00	$850.00	$4,850.00	($4,250.00)
FOUNDATIONS		$2,000.00	$1,492.80		2,393.60		$3,886.40	($1,886.40)
IMPROVEMENTS		$5,000.00	$104.83				$104.83	$4,895.17
MAINTENANCE/REPAIR		$1,000.00			140.00	$1,260.00	$1,400.00	($400.00)
	TOTAL	**$24,300.00**	**$5,635.11**	**$4,415.00**	**8,193.10**	**$2,401.50**	**$20,644.71**	**$3,655.29**

			COHOCTAH TOWNSHIP 25-26 EXPENDITURES					-3-
ACCOUNT		**BUDGET**	**1ST**	**2ND**	**3RD**	**4TH**	**TOTAL**	**BALANCE**
PLANNING/ ZONING								
WAGES		$16,000.00	$1,165.00	$9,844.00	3,190.00	$2,100.00	$16,299.00	($299.00)
Z.A. WAGES		$7,000.00	$4,732.00	$1,568.00	3,724.00	$3,528.00	$13,552.00	($6,552.00)
MASTER PLAN		$3,000.00	$100.00	$722.50		$620.00	$1,442.50	$1,557.50

PUBLISHING		$7,000.00	$186.73	$150.79	425.41	$373.46	$1,136.39	$5,863.61
MILEAGE		$700.00	$322.70	$381.50	362.60	$245.08	$1,311.88	($611.88)
SUPPLIES		$2,000.00	$16.74	$451.13	30.40	$25.19	$523.46	$1,476.54
	TOTAL	**$35,700.00**	**$6,523.17**	**$13,117.92**	**7,732.41**	**$6,891.73**	**$34,265.23**	**$1,434.77**
DRAINS AT LARGE								
rev 02/26	**TOTAL**	**$22,600.00**			**0.00**	**$22,507.65**	**$22,507.65**	**$92.35**
STREETLIGHTS								
	TOTAL	**$6,600.00**	**$1,333.03**	**$1,270.31**	**1,286.63**	**$1,181.82**	**$5,071.79**	**$1,528.21**
TRASH PICK-UP								
	TOTAL	**$350,000.00**	**$103,687.12**	**$72,243.49**	**64,788.76**	**$77,793.46**	**$318,512.83**	**$31,487.17**
RECREATION								
WAGES		$3,000.00	$495.00	$1,221.00	253.00		$1,969.00	$1,031.00
FOWLERVILLE REC		$7,000.00	$2,838.36	$520.00	5,000.00		$8,358.36	($1,358.36)
PARK MAINTENANCE		$10,000.00	$3,048.11	$938.68	333.07		$4,319.86	$5,680.14
PARK MOWING		$8,000.00	$1,350.00	$2,475.00	1,800.00		$5,625.00	$2,375.00
PARK IMPROVEMENTS		$20,000.00	$11,066.66				$11,066.66	$8,933.34
COMMUNITY PROMOTION		$6,000.00	$2,807.97	$2,233.35			$5,041.32	$958.68
UTILITIES		$1,500.00	$292.09	$172.03	133.96	$324.81	$922.89	$577.11
	TOTAL	**$55,500.00**	**$21,898.19**	**$7,560.06**	**7,520.03**	**$324.81**	**$37,303.09**	**$18,196.91**
INSURANCE & BONDS								
rev 02/26	**TOTAL**	**$13,500.00**			**12,194.00**	**$1,271.00**	**$13,465.00**	**$35.00**
TRUST AND AGENCY								
DELINQUENT TAX		$10,000.00						
TRAILER BONDS		$6,000.00						
	TOTAL	**$16,000.00**						
UNALLOCATED								
rev 05/25, 10/25	**TOTAL**	**$782,190.00**					**$0.00**	**$782,190.00**
CONTINGENCIES								
rev 05/25, 10/25,2/26	**TOTAL**	**$80,500.00**		**$65,069.22**	**809.44**	**$168.13**	**$66,046.79**	**$14,453.21**
ROAD FUND TRANSFER	**TOTAL**	**$90,000.00**						
rev 05/25								
GRAND TOTAL		**$1,982,470.00**	**$234,639.11**	**$350,904.22**	**$209,647.93**	**$185,309.22**	**$980,500.48**	**$1,001,969.52**

AGREEMENT FOR LAW ENFORCEMENT SERVICES

(PUBLIC ENTITY)

THIS AGREEMENT, made and entered into on March 2nd, 2026, by and between the **COUNTY OF LIVINGSTON**, State of Michigan (hereinafter referred to as the "COUNTY"), and **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), and Cohoctah Township (hereinafter referred to as the "TOWNSHIP").

W I T N E S S E T H:

For and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Agreement Period and Termination**. This Agreement shall commence upon April 1st, 2026, and shall continue until March 31st, 2027, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the TOWNSHIP upon eight (8) hours prior written notice to the other parties.

2. **Services to be Performed by SHERIFF**. The SHERIFF shall furnish police services as set forth in the attached Appendix A.

3. **Equipment to be Provided by County.** The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol, and all uniforms, weapons, insignia, and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.

4. **SHERIFF Responsible for Management.** All rights in the management of the Sheriff's Department shall remain in the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to the TOWNSHIP; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.

5. **Insurance**. The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the attached Appendix A, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP.

6. **Compensation**. The TOWNSHIP shall pay the COUNTY the sum of SEVENTY-FIVE DOLLARS ($75) per hour per Sheriff Deputy performing services under this Agreement.

7. **Location Where Compensation is to be Paid**. The TOWNSHIP shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843.

8. **Reports**. At the specific request of the TOWNSHIP, the SHERIFF shall provide to the TOWNSHIP such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police protection and patrolling in the TOWNSHIP shall be prepared by the Sheriff's Department and submitted to the TOWNSHIP.

9. **Status of Sheriff Deputies Assigned Under Agreement**. The Sheriff Deputies assigned to the TOWNSHIP under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.

10. **Removal of Sheriff Deputies for Emergencies**. The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the TOWNSHIP for emergencies that might exist outside the area designated by this Agreement.

11. **Liability.** Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

12. **Nondiscrimination**. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.

It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the TOWNSHIP under this Agreement, including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

13. **Complete Agreement**. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

14. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.

15. **Modification of Agreement**. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the mutual consent of the parties hereto, that is set forth in writing and signed by the authorized representatives of the County, Sheriff, and the TOWNSHIP.

16. **Assignment or Subcontracting**. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.

17. **Purpose of Section Titles**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

18. **Non-Third Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

19. **Invalid/Unenforceable Provisions**. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

20. **Certification of Authority to Sign Agreement**. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

BY: ______________________________

NICK FIANI - CHAIRMAN (Date)
COUNTY BOARD OF COMMISSIONERS

BY: ______________________________

JASON PLESS – UNDERSHERIFF (Date)
LIVINGSTON COUNTY SHERIFF

Township of Cohoctah
(Entity Name)

BY: ______________________________
(Signature) (Date)

Name: Mark Fosdick
(Print or Type)

Title: Supervisor
(Print or Type)

BOILERPLATE APPROVED AS TO LEGAL FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: MATT NORDFJORD - 6/5/2025

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APPENDIX A

DESCRIPTION OF SERVICES:

THE LIVINGSTON COUNTY SHERIFF'S OFFICE WILL PROVIDE ENFORCEMENT SERVICES INCLUDING TRAFFIC ENFORCEMENT, PRO-ACTIVE PATROL, ORDINANCE SUPPORT, AND GENERAL LAW ENFORCEMENT.

THE TOWNSHIP OF COHOCTAH HAS ENTERED INTO AN AGREEMENT WITH THE LIVINGSTON COUNTY SHERIFF'S OFFICE FOR DEDICATED LAW ENFORCEMENT COVERAGE THIRTY-TWO (32) HOURS PER MONTH BEGINNING APRIL 1ST, 2026, AND TERMINATING MARCH 31ST, 2027.

SHIFTS WILL BE IN 8-HOUR INCREMENTS. THE SCHEDULE WILL VARY TIMES AND DAYS OF THE WEEK BASED ON THE TOWNSHIP'S PREFERENCE. SCHEDULE FRAMEWORK WILL BE PRE-DETERMINED BUT WILL REMAIN FLEXIBLE BASED ON THE NEEDS OF BOTH PARTIES AND MUTUALLY AGREED UPON.

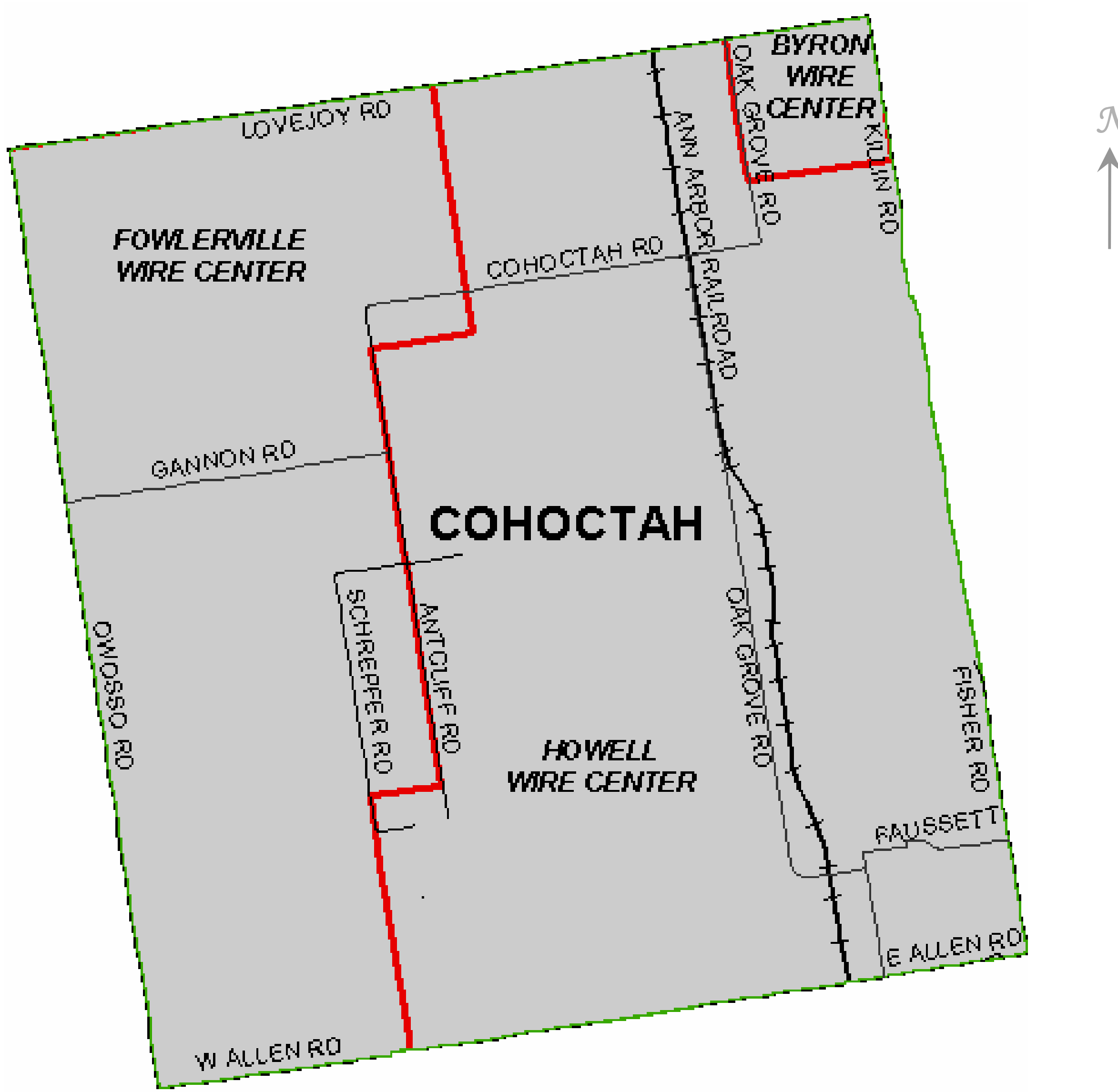
THE TOWNSHIP AGREES TO PAY THE LIVINGSTON COUNTY SHERIFF'S OFFICE $28,800 (32 HR/MONTH X 12 MONTHS/YEAR X $75/HOUR = $28,800), INVOICED MONTHLY, FOR THE SERVICES DESCRIBED IN THIS AGREEMENT.

THE TOWNSHIP SHALL BE PERMITTED TO ADD ADDITIONAL COVERAGE UNDER THIS AGREEMENT AT THE PRE-DETERMINED RATE, WITH AT LEAST 24 HOURS' NOTICE.

THIS IS A PARTNERSHIP BETWEEN THE LIVINGSTON COUNTY SHERIFF'S OFFICE AND THE TOWNSHIP OF COHOCTAH.

ATTACHMENT A TO ATTACHMENT 1 OF THE VIDEO SERVICES FRANCHISE AGREEMENT

Cohoctah, Michigan



Legend

- Roads
- Railroads
- Municipal Boundary Lines
- Wire Center Bounds

Note: The street names of certain municipal boundary lines may not appear.

Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

February 18, 2026

Via e-mail delivery

Cohoctah Township, MI

Dear Township Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between Cohoctah Township, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and Cohoctah Township, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 2.00%. If any information needs to be changed, please let me know.

Please feel free to contact me with any questions about the agreement.

Best regards,

Scott J. Alexander
Senior Director – External Affairs

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between Cohoctah Township, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California limited liability company (the "Provider").

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

A. "Cable Operator" means that terms as defined in 47 USC 522(5).
B. "Cable Service" means that terms as defined in 47 USC 522(6).
C. "Cable System" means that term as defined in 47 USC 522(7).
D. "Commission" means the Michigan Public Service Commission.
E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
F. "FCC" means the Federal Communications Commission.
G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
J. "IPTV" means internet protocol television.
K. "Local unit of government" means a city, village, or township.
L. "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
Q. "Term" means the period of time provided for in Section V of this Agreement.
R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
S. "Video programming" means that term as defined in 47 USC 522(20).
T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- **A.** An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- **B.** The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- **C.** The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- **D.** The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- **E.** The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- **F.** The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- **G.** The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- **H.** The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- **I.** The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- **J.** If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- **K.** The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- **L.** The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- **M.** The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- **N.** The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- **A.** The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- **B.** It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
    - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
    - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- **C.** [**If the Provider is using telecommunication facilities**] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters
   v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act,** or the parties may mutually agree to a shorter renewal period.

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

- i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
- ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, “gross revenues” means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**
   - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
   - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
   - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
   - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider’s video service.
   - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
   - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**
   - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
   - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
viii. Sales of capital assets or surplus equipment.
ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. <u>Public, Education, and Government (PEG) Channels</u>

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____________) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2.00% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity: (must provide street address)	*If to the Provider:* (must provide street address)
Cohoctah Township	**DIRECTV, LLC**
10518 Antcliff Road **Fowlerville, MI 48836**	**2260 E. Imperial Highway** **El Segundo, CA 90245**
Attn: Township Clerk	**Attn: Scott Alexander, Senior Director – External Affairs**
e-mail address(s): clerk@cohoctahtownship.gov	**email address: scott.alexander@directv.com**

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Cohoctah Township, a Michigan municipal corporation	**DIRECTV, LLC, a California limited liability company**
By	By
Print Name	Print Name Scott J. Alexander
Title	Title Senior Director – External Affairs
Address 10518 Antcliff Road	Address 2260 E. Imperial Highway
City, State, Zip Fowlerville, MI 48836	City, State, Zip El Segundo, California 90245
Phone	Phone (214) 202-3185
Fax	Fax None
e-mail	Email scott.alexander@directv.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)

Date: February 18, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the Township of Cohoctah.

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

Verification
(Provider)

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Brian M. Regan, Senior Vice President and Assistant Secretary	
Signature: Brian M. Regan	*Date: February 18, 2026*

(Franchising Entity)
Cohoctah Township, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Date:

e-mail

Original: October 15, 2025
Updated: January 26, 2026

VIA EMAIL: krecker@livgov.com
Mr. Brendan Fons
Mr. Ken Recker, P.E. – Chief Deputy
Livingston County Drain Commissioner
2300 E. Grand River Ave. #105
Howell, MI 48843

Re: Conway-Cohoctah Union Drain – Flow Monitoring Proposal

Dear Mr. Recker:

Accompanying this letter proposal is a spreadsheet with our costs for performing before-and-after flow monitoring associated with the Conway-Cohoctah Drain. It is our understanding that this flow monitoring will be used to determine to what extent a proposed solar farm will have an effect on flows (hydrology) in the Conway-Cohoctah Union Drain in Cohoctaw Township, Michigan. Approximately one year of flow monitoring in 2026 will be used to establish baseline data and the relationship between flows upstream and downstream of the proposed solar site. With the distance between the two proposed flow monitoring locations – upstream near the intersection of Mohrle and Fowlerville roads and at Ellis Road downstream of a little over 2 miles, there will likely be a small but potentially discernible "pick-up" in flows between the gages. We also believe there will be a pretty strong correlation between these flows. Measuring this relationship before and after the project is a reasonable way to look at the hydrologic impact of the proposed project to the Conway-Cohoctah Union Drain system.

We would also install two automated soil moisture sensors in different adjacent fields to the Drain for understanding of existing soil moisture conditions relative to the various rainfall events and conditions of the adjacent lands. We will also use existing LiDar data to analyze existing ground slope data adjacent to the Drain and use that in the analysis of pre v. post monitoring analysis. Both of this information will be used in the technical memo analysis.

We propose to install a staff gage in the drain at each of the above-referenced locations. These would include USGS staff gage plates legible from the bank, attached to a steel signpost driven a few feet into the drain bottom. These gages would require a scientific monitoring permit from EGLE before installation. In our experience, these permits are typically easy to obtain. We would measure flow at each gage per USGS protocol using a current velocity meter, taking measurements at pre-determined intervals across the entire channel and then summing up the incremental flows to get the total flow. With each flow measurement, we would also determine the stage at each gage. By plotting flow versus stage we can develop a stage-discharge curve that allows flows to be estimated with stage measurements only.

We have set this proposal and cost estimate up so that there are some optional methods for consideration that still both can achieve the same goal with the monitoring work. Option #1 would be reading the gauge levels manually after rain events to generate your data set. We would not set up transducers for Option #1 and this option would depend on LivCDC staff doing the majority of the measurements and readings after GEI collected and the stage-flow relationships are known at each location. Option #2A would be doing all the same work as Option #1, which has the necessary manual work for GEI to determine the stage-flow relationships, but instead of doing the readings manually throughout the remainder of Year 1 and all of Year 2, as in Option #1, Option #2A would involve installing 2 transducers at the beginning of Year 1 and they would supplement all manual readings and would be obtaining real-time information continuously, without needed manual assistance, other than to change the batteries every 3 months. Option #2B is simply

Option #2A, with LivCDC being responsible for changing out and charging the batteries every 3 months over the 2-yr period. Options #2A & #2B would generate significantly more data and would not require regular communication and coordination with GEI & LivCDC staff for getting manual gauge level readings when there's a storm event that may cause the water level to rise.

At a minimum, we believe that there should be at least six separate stage and flow measurements taken manually with a measuring meter at each gage to develop an initial stage-discharge relationship. We will also plan to train your staff so that data can be correlated for stage-flow relationships after various rain events (since you'll be located closer to the project area). The flows should be measured over as broad a span as possible. This would equate to a couple feet between the minimum and maximum flow measurements. For each flow the stage difference should be at least a couple tenths of a foot. Another way to say this is: one cannot measure a lot of similar flows and be able to correlate a particular stage with a particular flow. Several measurements with a wide distribution of flows typically results in a tighter relationship between stage and flow.

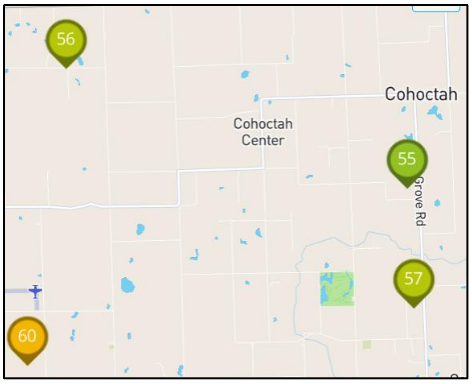
Once a reasonable relationship is established, measurements of stage should be sufficient to estimate flows at any given time. This can be done by manually reading the gage and then applying the relationship calculated from the stage-discharge curve. These measurements can be taken manually anytime. This data will then be used to correlate to installed pressure transducers at each staff gage location. We install them in a 2-inch diameter PVC stilling well that we attach to the sign post for each gage. These transducers can then capture data continuously for stage level at almost any desired time frequency for months at a time before the battery needs switching out. This is an option that is separately priced out as a rental cost for 2026 and 2027, as well as housing the batteries at your office and having your staff perform changing of these batteries.

Because the relationship between stage and flow can change as the channel changes shape over time, we also recommend that before monitoring flows for the post-construction condition, that the stage-discharge relationship be checked at both gages for when we would start monitoring of the 'after' condition. This would entail checking at least one flow measurement against the computed stage. If there is a significant difference in the stage-discharge relationship a whole new set of flows may need to be captured. We have not added that cost in here, but can if the need arises at the time of the flow checking for proposed. We do have time for one flow measurement to check the relationship before the post-construction monitoring.

We have not included any costs for rainfall monitoring. We believe any changes between the relationship of flows between gages, will be sufficient to discern a difference in the system. If you decide you want to analyze the relationship between flows and rainfall there are continuous recording rain gages near the site (see figure below) that are capturing data that is downloadable from Weather Underground (wunderground.com). We can always download that data and look at relationships that way as well. We have also included time to prepare a brief technical memorandum on our methods, assumptions, calculations and findings.

Mr. Brendan Fons

Original: October 15, 2025
Updated: January 26, 2026



Weather Underground weather gage locations (including continuously recorded precipitation) in the vicinity of the project area.

The totals for each of the three options are listed below and detailed in the attached cost summary:

TOTAL, Option #1 (manual readings only option):	**$17,280.00**
TOTAL, Option #2A (both manual readings & transducers):	**$29,252.00**
TOTAL, Option #2B (w/ LivCDC battery & data exch.):	**$24,740.00**
TOTAL, Option #3: Additional Condition Analysis & Modeling:	**$31,934.00**
TOTAL, ALL WORK & W/ ADDITIONAL ANALYSIS:	**$56,674.00**

If you have any questions, please feel free to contact me at bcenci@geiconsultants.com or by phone at (517) 449-3478.

Sincerely,
GEI CONSULTANTS OF MICHIGAN, PC.

Brian Cenci, P.E.
Sr. Project Manager – County Drain & Water Resources

Scott Dierks, P.E.
Sr. Water Resources Engineer

Attachments (1): Flow Monitoring Proposal spreadsheet
(dated October 15, 2025 & updated January 26, 2026)

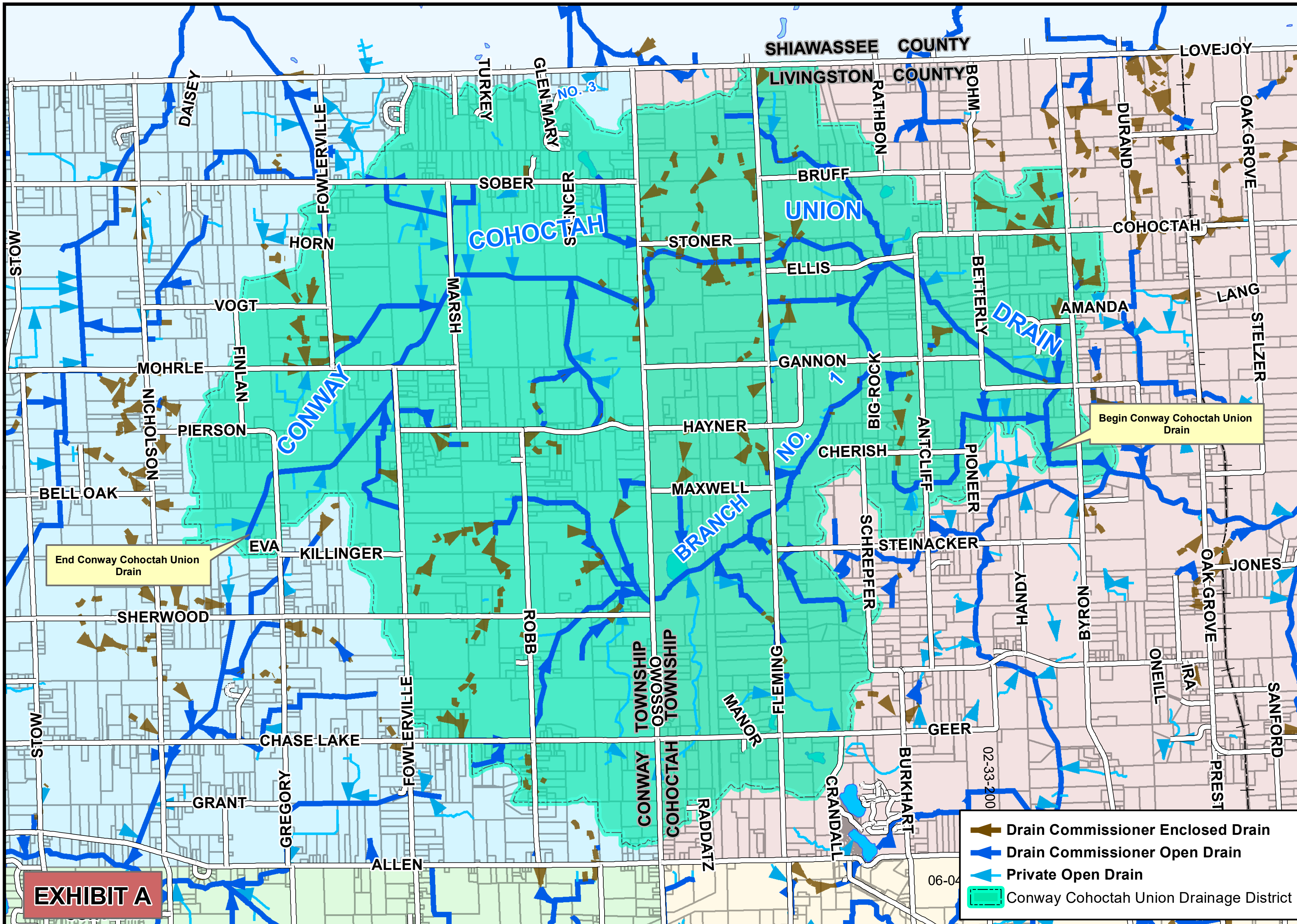
LivCDC, Conway-Cohoctah Drain: Flow Monitoring Proposal

Original: 10/15/25

Updated: 1/26/26

Items of Work	Gr. 7/8, Sr. Engineer $250.00	Gr. 5, Engineer $168.00	Gr. 3, Prof. $152.00	Expenses	Cummulative Hours	Calculated Fee	Subtotals	*Comments*
Task 1. Gage and transducer install								
EGLE Scientific Instrumentation permit (for both gages)	1	3	6	$500.00	10	$2,166.00		includes $500 permit fee
Fabricate and install two staff gage set-ups	2	8	6	$240.00	16	$2,996.00	**$5,162.00**	$240 gauage material
Install & operate Soil Moisture sensors (2 automatic gauges)	2	8	4	$950.00	14	$3,402.00	**$3,402.00**	$400/ea gauge
Option #2: Fabricate and install two staff gage set-ups & 2 transducers	1	10	10	$320.00	21	$3,770.00	**$7,172.00**	$320 gauge & transducer material
Task 2. Pre- and Post-Flow Monitoring								
Measure flow and stage for both gages - min. 6 separate flows	1	12	12	$450.00	25	$4,540.00		$450 mileage
Develop stage-flow relationships for each gage	2	6	6		14	$2,420.00		
Assist LivCDC measuring stage information manually and/or with transducers	2	6		$150.00	8	$1,658.00	**$8,830.00**	
Existing site analysis (slopes, soil conditions) - continuous, 2 yrs	4	12	4	$100.00	20	$3,624.00	**$3,624.00**	
Option #2: 2 Transducers on-site for 24 months ($100 ea/mo)				$4,800.00		$4,800.00	**$4,800.00**	Rental fee of $100/mo/ea.
Download data and switch out batteries quarterly (LivCDC staff could do)		24		$480.00	24	$4,512.00	**$4,512.00**	$480 mileage, LivCDC could do
Task 3. Modeling								
Develop hydrologic and hydraulic SWMM model	4		80		84	$13,160.00		
Calibrate SWMM model	4		20		24	$4,040.00	**$17,200.00**	
Task 4. Technical Memo								
Tech Memo	4	10	4		18	$3,288.00	**$3,288.00**	
Tech Memo w/ Soil, Slope conditions	6	8	32		46	$7,708.00	**$7,708.00**	
TOTALS	**33**	**107**	**184**	**$7,990.00**	**324**			

TOTAL, Option #1 (manual readings only option):	**$17,280.00**
TOTAL, Option #2A (both manual readings & transducers):	**$29,252.00**
TOTAL, Option #2B (w/ LivCDC battery & data exch.):	**$24,740.00**
TOTAL, Option #3: Additional Condition Analysis & Modeling:	**$31,934.00**
TOTAL, ALL WORK & W/ ADDITIONAL ANALYSIS:	**$56,674.00**



Livingston County Drain Commissioner
2300 E Grand River
Howell, Mi. 48843

Printed November 26, 2025

Conway Cohoctah Union Drain Drainage District
A part of Conway and Cohoctah Townships

N

1 inch = 1 miles

INTERGOVERNMENTAL AGREEMENT

FOR FLOWAGE MONITORING OF THE CONWAY COHOCTAH UNION DRAIN

This Agreement ("Agreement") is made and entered into as of the ____ day of ____________________, _____, by and between the **CONWAY COHOCTAH UNION DRAIN DRAINAGE DISTRICT** ("Drainage District"), a public body corporate, under the jurisdiction of the Livingston County Drain Commissioner ("LCDC"), having an address at 2300 E. Grand River Avenue, Suite #105, Howell, Michigan 48843; the **TOWNSHIP OF CONWAY** ("Conway"), a Michigan municipal corporation, having an address at 8015 N. Fowlerville Road, Fowlerville, Michigan 48836; and the **TOWNSHIP OF COHOCTAH** ("Cohoctah"), a Michigan municipal corporation, having an address at 10518 Antcliff Road, Fowlerville, Michigan 48836. Conway and Cohoctah may be referred to collectively in this Agreement as the "Townships," and together with the Drainage District as the "Parties."

WHEREAS, the Conway Cohoctah Union Drain ("Drain") is an established county drain under the jurisdiction of the LCDC pursuant to the Michigan Drain Code, Public Act 40 of 1956, as amended, MCL 280.1 *et seq*. ("Drain Code"); and

WHEREAS, the Drain serves the properties and public corporations located within the Drainage District, which includes Conway and Cohoctah, as depicted on **Exhibit A**; and

WHEREAS, the Parties collectively desire to obtain baseline and post-event flowage monitoring data for purposes of protecting the public health, safety, and welfare relating to potential drainage impacts from land use changes; and

WHEREAS, the LCDC's consulting engineering company, GEI, Inc., has submitted a proposal for the monitoring of flowage within the Drain ("Monitoring"); and

WHEREAS, GEI, Inc. has tentatively determined the estimated cost for the first year of monitoring to be $27,478.00; and

WHEREAS, the Parties acknowledge that the Monitoring contemplated by this Agreement serves a shared governmental purpose, including drainage system management, planning, and protection of public infrastructure; and

WHEREAS, the Parties have agreed to share in the total cost to hire GEI, Inc. to perform the Monitoring in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties acknowledge that certain Monitoring activities may be conducted in connection with future private solar company "Solar Company" development activity, and that reimbursement of such Monitoring costs may be appropriate from such Solar Company; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Authority and Purpose. Pursuant to the Drain Code and other applicable laws of the State of Michigan, the Parties enter into this Agreement to establish the terms and conditions for the Monitoring. The Parties agree to take all actions reasonably necessary to effectuate the objectives of this Agreement. The purpose of the Monitoring is to establish baseline hydrologic characteristics of the drainage system to support informed drainage system management and to evaluate potential changes in hydrologic conditions, including those that may be associated with any future Solar Company development.

2. Monitoring. The Monitoring shall consist of the activities outlined as Option #2A in the attached correspondence/proposal from GEI, Inc., attached as **Exhibit B**. Other variations or changes resulting in an increase in the total estimated Monitoring cost may be made if approved in writing by all Parties.

3. Estimated Cost. The Monitoring cost for 1 year is estimated to be $27,478.00, and the Parties have agreed to equally divide this cost between the Drainage District, Conway, and Cohoctah,. In the event that the LCDC determines that the Monitoring will exceed the estimated cost provided, the LCDC will advise the Townships in writing, prior to the performance of such work, and final settlement of such costs, if any, shall be made upon completion of the Monitoring work following acceptance by the LCDC.

4. Insurance. The LCDC on behalf of the Drainage District, will obtain from GEI, Inc. all necessary insurance and bonds and will comply with all other requirements of by this Agreement and other applicable State of Michigan laws and regulations. The LCDC shall require GEI, Inc. to name, or provide an endorsement naming, Conway, Cohoctah, the Drainage District, Livingston County, the LCDC, and their respective officers, employees, and agents as additional insureds under the required insurance.

5. Permits. The Drainage District will be responsible for securing all licenses, permits, certificates, and governmental authorizations necessary to perform its obligations under this Agreement, the expense of which has been included in the estimated cost.

6. Liability. It is understood that to the extent there are any claims or lawsuits not otherwise covered by GEI, Inc.'s insurance, the costs and expenses of any lawsuits or claims arising directly out of this Agreement or the Monitoring shall constitute as expenses for inspection, maintenance, and/or repair of the Drain under MCL 280.196. This Agreement is not intended to give, nor will it be interpreted as giving, any of the Parties a right of indemnification, either by contract or by law, for claims arising out of the

performance of this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create any joint and severable liability of the Parties.

7. Records. All Parties shall establish and maintain accurate records in connection with the Monitoring and this Agreement, in accordance with generally accepted accounting principles and record retention policies.

8. Effective Date and Term. This Agreement shall become effective upon execution by the authorized representatives of all Parties. This Agreement shall terminate at the expiration of one (1) year from the date of commencement of the Monitoring.

9. Governing Law. This Agreement is made and entered into in the State of Michigan and shall, in all respects, be interpreted, enforced, and governed by the laws of the State of Michigan. This Agreement shall be construed as a whole, in accordance with its fair meaning, and not strictly for or against any Party. Unless the context clearly requires otherwise, words used in the singular shall include the plural, and words used in the plural shall include the singular. Nothing in this Agreement shall be construed as obligating the Townships, the LCDC or the Drainage District to expend funds in excess of appropriations, assessments, or other funding authorized by law, or as committing the Townships, the LCDC, or the Drainage District to any action for which they lack statutory authority.

10. Laws and Regulations. The Parties shall adhere to all applicable Federal, State, and local laws, ordinances, rules, and regulations.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance, is judicially determined to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected and shall remain valid and enforceable, provided that the invalid or unenforceable provision does not substantially alter the intent of this Agreement or render its performance impracticable.

12. Binding Contract; Assignment; and Amendments. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties, which consent shall be granted only by a written amendment to this Agreement executed by all Parties. Any permitted assignee shall be bound by all terms and provisions of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

14. Captions. The section headings, titles, and numbering used in this Agreement are for convenience only and shall not be deemed to have any substantive meaning or to affect the interpretation of this Agreement.

15. Notices. All correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with the U.S. Postal Service to be delivered to the following:

CONWAY COHOCTAH UNION DRAIN DRAINAGE DISTRICT
Livingston County Drain Commissioner
Attn: Kenneth E. Recker, II, P.E.,
2300 E. Grand River Ave, Suite #105,
Howell, Michigan 48843
(517) 546-0040; KRecker@livgov.com

and,

TOWNSHIP OF CONWAY
Attn.: Mike Brown, Supervisor
P.O. Box 1157
8015 N. Fowlerville Road
Fowlerville, Michigan 48836
(517) 223-0358; supervisor@conwaymi.gov

and,

TOWNSHIP OF COHOCTAH
Attn.: Mark Fosdick, Supervisor
10518 Antcliff Road
Fowlerville, Michigan 48836
(517) 546-0655; supervisor@cohoctahtownship.gov

16. Entire Agreement. This Agreement constitutes the entire agreement between the Drainage District and the Townships with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral, relating thereto. The terms and conditions of this Agreement are contractual in nature and not mere recitals. This Agreement may not be amended or supplemented except as expressly provided herein and by a written instrument executed by all Parties.

17. Recitals. The recitals set forth above are incorporated into and made part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parities hereto have agreed upon the terms and conditions of this Agreement and executed same by their duly authorized representatives as of the day and year first written above.

[Signature Page to Follow]

TOWNSHIP OF CONWAY

By: Mike Brown Date
Its: Supervisor

TOWNSHIP OF COHOCTAH

By: Mark Fosdick Date
Its: Supervisor

CONWAY AND COHOCTAH UNION DRAIN DRAINAGE DISTRICT

By: Brian Jonckheere Date
Livingston County Drain Commissioner

Cohoctah Township

Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations and constituent services as we commit to safeguard our community's health, safety and general welfare.

We pledge to:

- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor and dignity to our public offices through collegial board deliberations and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government and freedom

These principles we pledge to our township, our state and our country.

Mark Fosdick, Supervisor

Tamela Bock, Treasurer

Barb Fear, Clerk

Mark Torigian, Trustee

Phil Charette, Trustee

Date

MICHIGAN TOWNSHIPS ASSOCIATION

FEE SCHEDULE

LAND SPLIT FEE (03/26)	150.00 FIRST PARCEL 50.00 EACH ADDITIONAL PARCEL
DRIVEWAY REINSPECTION FEE (3/26)	200.00
LAND USE APPLICATIONS: (3/26)	
RESIDENTIAL DWELLING/ACCESSORY	50.00
RETROACTIVE FILING FEE	50.00
COMMERCIAL/INDUSTRIAL	200.00 + 3000.00 (toward 3% inspec fee)
MARIJUANA CAREGIVER	200.00 + 3000.00 (toward extra costs) + $500 annual inspection fee
DEMOLITION PERMIT (3/22)	50.00
PERMIT EXTENSION (3/22)	50.00
SIGN PERMIT APPLICATION	50.00 TWP TAXPAYER 100.00 NON-TAXPAYER
HOME OCCUPATION (3/22)	50.00
SPECIAL MEETING FEE (3/22)	1000.00
SITE PLAN REVIEW (3/13)	350.00 + EXTRA COSTS
SPECIAL USE :	
APPLICATIONS (3/13)	700.00 + EXTRA COSTS
TRAILER CASH GUARANTEE (3/19)	3000.00
APPLICATION FEE	150.00
ASSESSORY CASH GUARANTEE (on vacant land)	Determined by Township Board
ZONING BOARD OF APPEALS (3/22	600.00 ($50 refund for multiples)
ZONING AMENDMENT (3/13)	3000.00 + EXTRA COSTS
PLANNED UNIT DEVELOPMENT (3/13)	1500.00 + EXTRA COSTS
MINING FEE (3/13)	3000.00 + EXTRA COSTS
CABLE COMMUNICATIONS FRANCHISE FEE	5% OF ANNUAL GROSS REVENUES
TOWNSHIP HALL RESERVATION MAINTENANCE FEES	
RESIDENTS NON-COMMERCIAL	0.00
RESIDENTS COMMERCIAL	25.00
NON-RESIDENTS	100.00

GRAVE SITES (4/15)		
FULL	400.00 RES	800.00 NON
INFANT	150.00 "	300.00 "
CREMAINS - 2 URNS EACH	125.00 "	250.00 "

BURIAL COSTS (7/20)	Add 150.00 for weekends and holidays Add 150.00 for winter burials (Dec1-March 31)
FULL	550.00
INFANT (3/22)	150.00 w/out use of excavator 350.00 w/use of excavator
CREMAINS (3/22)	150.00 under 16” x 16” 250.00 oversize cremains
HEADSTONE FOUNDATIONS (3/22)	.40 PER SQ IN (3" border required) 40.00 additional gov marker setting fee
MILEAGE (1/26)	.725 MILE
COPIES	.20 EACH

FOIA	See FOIA Policy
TAX ROLL EXPORT FEE	300.00
RENEWABLE ENERGY APPLICATION	3000.00
RENEWABLE ENERGY ESCROW	10,000.00
CIVIL INFRACTIONS	100.00 1ST Offense 250.00 2nd Offense 500.00 3rd Offense

TOWNSHIP OFFICIALS - SALARIES/WAGES

TOWNSHIP BOARD	
SUPERVISOR (03/26)	$29000.00 PER YEAR
CLERK (03/26)	$35000.00 PER YEAR
TREASURER (03/26)	$29000.00 PER YEAR
TRUSTEE (03/26)	$210.00 PER MEETING
DEPUTY - SUPERVISOR, CLERK, TREASURER (03/26)	$24.00 PER HOUR
SECRETARY (03/26)	$24.00 PER HOUR
HOUSEKEEPING (03/26)	$26.00 PER HOUR
BOARD OF REVIEW (03/26)	$120.00 PER DIEM
ASSESSOR (4/23)	$36000.00 PER YEAR
PLANNING COMMISSION/ZONING BOARD	
CHAIRMAN (03/26)	$130.00 PER MEETING
SECRETARY - CORRESPONDING (03/26)	$120.00 PER MEETING
SECRETARY - RECORDING (3/26)	$30.00 PER HOUR
MEMBERS (03/26)	$100.00 PER MEETING
ZONING ADMINISTRATOR/ORDINANCE OFFICER (03/26)	$30.00 PER HOUR
ASSISTANT ZONING ADMINISTRATOR (03/22)	$18.00 PER HOUR
MILEAGE - ALL DEPTS (01/26)	$.70 PER MILE
ELECTIONS (03/24)	
CHAIRMAN	$21.00 PER HOUR
INSPECTORS/AV COUNTING BOARD	$17.00 PER HOUR
RECEIVING BOARD	$75.00 PER DIEM
RECREATION BOARD MEMBER (03/24)	$50.00 PER MEETING
PARK MANAGER (3/26)	$24.00 PER HOUR
RECREATION COORDINATOR (3/26)	$24.00 PER HOUR
CEMETERY	
SEXTON (03/26)	$24.00 PER HOUR
ASSISTANT SEXTON (03/23)	$18.00 PER HOUR
CARETAKER (03/26)	$27.00 PER HOUR
CARETAKER ASST (04/17)	$20.00 PER HOUR
BURIALS (03/22)	
FULL (03/26)	$600.00
INFANT	$150.00 w/out use of excavator
	$350.00 w/use of excavator
CREMAINS (3/24)	$150.00 under 16” x 16”
	$250.00 oversize cremains
TOWNSHIP MAINTENANCE (03/26)	$27.00 PER HOUR

RESOLUTION TO ESTABLISH TOWNSHIP OFFICERS' SALARIES

WHEREAS, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for officers composing the township board shall be determined by the township board; and

WHEREAS, the township board deems that an adjustment in the salary of the office of supervisor, clerk, and treasurer is warranted;

THEREFORE BE IT RESOLVED, that as of April 1, 2026, the salary of the office of supervisor, clerk, and treasurer shall be as follows:

Supervisor: $29,000.00 salary

Clerk: $35,000.00 salary

Treasurer: $29,000.00 salary

This resolution offered by board member ______________________.

Supported by board member ______________________.

Upon a roll call vote, the following voted: ___Aye ___No.

The supervisor declared the resolution adopted.

_________________________________, Clerk

REVENUES WORKSHEET 2026/2027

ACCOUNT	23/24	24/25	25/26 CURRENT	ANTICIPATED 25/26	PROJECTED 26/27
Taxes:					
Allocated	109030.17	29467.94	41960.37	$ 113,000.00	$ 122,000.00
Roads				Moved to Road Fund	Moved to Road Fund
State Revenue Share	353493.00	233950.53	239014.00	$ 350,000.00	$ 349,000.00
Grants					
Interest	22290.10	82.22	53.94	$ 3,000.00	$ 4,000.00
Trash	226576.95	231160.25	229288.50	$ 240,000.00	$ 240,000.00
Services:		442.32	4665.00		
Burial	7305.20	9639.40	8831.00	$ 7,000.00	$ 7,000.00
Tax Collection	4924.00			$ 5,000.00	$ 5,000.00
Elections	1862.47	8590.87	1415.76	$ 1,000.00	$ 5,000.00
1% Admin Fee				$ -	
Metro Fees					
Franchise Fees	8760.09	3658.38	4409.22	$ 8,000.00	$ 5,000.00
Licenses/Permits	2000.00	2735.00	5625.00	$ 2,500.00	$ 3,000.00
Dog	425.00		175.00	$ 10.00	$ 10.00
Cemetery Lots	3200.00	1450.00	5875.00	$ 2,000.00	$ 3,000.00
Other Revenues:	16447.65	2840.36	112755.35		$ 600.00
Miscellaneous	3600.00	900.00	600.00		
Hall Rental		200.00	100.00		
Farm Rental	1380.00	2882.00	3882.00	$ 5,280.00	$ 2,080.00
Barn Rental					$ 2,400.00
Refunds (insurance)			665.98		
Park Fees	896.00	600.00	1120.00	$ 600.00	$ 600.00
Parade Funds	100.00		100.00	$ 200.00	$ 200.00
Trust and Agency	15000.00	10000.00	10000.00	$ 10,000.00	$ 7,000.00
Trailer Bonds	6000.00	6000.00	6000.00	$ 6,000.00	$ 6,000.00
Local Comm Stabilization	7520.66	6563.94	10409.39	$ 6,900.00	$ 6,000.00
Subtotals	790811.29	551163.21	686945.51	$ 759,590.00	$ 767,890.00
Balance on hand at beginning of year	900000.00	1168000.00	1200000.00	1200000.00	943000.00
Total Revenues	**1,690,811.29**	**1,719,163.21**	**1,886,945.51**	**1,959,590.00**	**1,710,890.00**

House/Barn Rent

BUDGET WORKSHEET 26/27

ACCOUNT	yr 23-24	yr 24-25	AS OF 1/13/2026	BUDGET 2025-2026	PROPOSED BUDGET 2026-2027
TOWNSHIP BOARD					
PAYROLL EXPENSE	**$ 11,303.13**	$ 15,578.65	$ 13,486.27	$ 14,000.00	$ 17,000.00
TRUSTEE WAGES	**$ 5,600.00**	$ 8,280.00	$ 9,880.00	$ 10,000.00	$ 12,000.00
SECRETARY WAGES	**$ 15,345.00**	$ 14,721.00	$ 13,832.50	$ 16,000.00	$ 16,000.00
SUPPLIES	**$ 846.83**	$ 190.36	$ 3,286.06	$ 1,500.00	$ 3,000.00
CONTRACTED SERVICES	**$ 43,695.63**	$ 65,314.95	$ 65,173.77	$ 80,000.00	$ 80,000.00
CONFERENCES	**$ 610.00**	$ 2,215.60	$ 186.90	$ 4,000.00	$ 4,000.00
PUBLISHING	**$ 1,740.00**	$ 2,499.37	$ 1,524.96	$ 4,000.00	$ 3,000.00
COMMUNICATIONS	**$ 1,975.39**	$ 3,594.05	$ 561.41	$ 2,500.00	$ 3,000.00
ASSOCIATION DUES	**$ 3,137.66**	$ 3,303.16	$ 3,174.58	$ 3,500.00	$ 3,500.00
DEFERRED COMP	**$ 10,133.50**	$ 16,670.45	$ 14,046.41	$ 16,000.00	$ 17,000.00
MAINTENANCE	**$ 58.10**	$ 4,806.25	$ 3,525.00	$ 5,000.00	$ 4,000.00
TOWNSHIP UNIFORM					$ 2,000.00
EQUIPMENT			$ 456.77	$ 1,000.00	$ 20,000.00
TOTAL	**$ 94,445.24**	**$ 137,173.84**	**$ 129,134.63**	**$ 157,500.00**	**$ 184,500.00**
SUPERVISOR					
SALARY	**$ 21,999.96**	$ 24,000.00	$ 21,666.70	$ 26,000.00	$ 29,000.00
DEPUTY	**$ -**	$ -	$ -	$ -	
SUPPLIES	**$ -**	$ -	$ -	$ -	
TOTAL	**$ 21,999.96**	**$ 24,000.00**	**$ 21,666.70**	**$ 26,000.00**	**$ 29,000.00**
ELECTION					
WAGES	**$ 6,809.00**	$ 8,587.50	$ 725.25	$ 2,000.00	$ 10,000.00
SUPPLIES	**$ 6,357.49**	$ 6,815.82	$ 3,285.55	$ 1,000.00	$ 7,000.00
PUBLISHING	**$ 720.00**	$ 275.54	$ 72.92	$ 300.00	$ 400.00
MAINTENANCE/REPAIR	**$ 804.00**	$ 804.00	$ 1,603.00	$ 1,000.00	$ 1,400.00
EQUIPMENT		$ -			$ 10,000.00
TOTAL	**$ 14,690.49**	**$ 16,482.86**	**$ 5,686.72**	**$ 4,300.00**	**$ 28,800.00**
ATTORNEY	**$ 25,760.45**	**$ 35,012.79**	**$ 69,375.87**	**$ 80,000.00**	**$ 80,000.00**
PUBLIC SAFETY	**$ -**	**$ 18,480.00**	**$ 20,160.00**	**$ 26,880.00**	**$ 28,500.00**
ASSESSOR					
SALARY	**$ 23,922.26**	$ 36,000.00	$ 30,000.00	$ 36,000.00	$ 36,000.00
CONSULTING FEES	**$ -**	$ 1,080.00	$ 270.00	$ 1,000.00	
SUPPLIES	**$ 4,112.44**	$ 2,273.01		$ 4,000.00	$ 500.00
TOTAL	**$ 28,034.70**	**$ 39,353.01**	**$ 30,270.00**	**$ 41,000.00**	**$ 36,500.00**
CLERK					
SALARY	**$ 21,999.96**	$ 32,000.04	$ 27,500.00	$ 33,000.00	$ 35,000.00
DEPUTY	**$ 2,420.00**	$ 3,249.75	$ 1,452.00	$ 4,000.00	$ 4,000.00
MILEAGE	**$ 231.07**	$ 403.72	$ 276.50	$ 400.00	$ 500.00
SUPPLIES	**$ 566.53**	$ 74.19	$ 524.15	$ 700.00	$ 700.00
EQUIPMENT REPAIR	**$ 849.46**	$ -		$ -	
TOTAL	**$ 26,067.02**	**$ 35,727.70**	**$ 29,752.65**	**$ 38,100.00**	**$ 40,200.00**
			page one total	**$ 346,900.00**	**$ 427,500.00**

ACCOUNT	yr 23-24	yr 24-25	THRU 01/13/26	BUDGET 25/26	PROPOSED 26/27
TREASURER					
SALARY	**$ 21,999.96**	$ 24,000.00	$ 21,666.70	$ 26,000.00	$ 29,000.00
DEPUTY	**$ 3,505.00**	$ 3,297.00	$ 2,651.00	$ 4,000.00	$ 4,000.00
MILEAGE	**$ 1,746.23**	$ 1,381.75	$ 1,173.20	$ 1,700.00	$ 1,500.00
SUPPLIES	**$ 967.39**	$ 734.78	$ 1,412.00	$ 2,500.00	$ 1,500.00
CONTRACTED SERVICES	**$ 5,457.22**	$ 4,698.17	$ 2,721.93	$ 6,000.00	$ 5,000.00
TOTAL	**$ 33,675.80**	**$ 34,111.70**	**$ 29,624.83**	**$ 40,200.00**	**$ 41,000.00**
BOARD OF REVIEW					
WAGES	**$ 1,980.00**	$ 1,785.00	$ 630.00	$ 2,200.00	$ 2,200.00
PUBLISHING	**$ 530.00**	$ 372.42		$ 600.00	$ 600.00
TOTAL	**$ 2,510.00**	**$ 2,157.42**	**$ 630.00**	**$ 2,800.00**	**$ 2,800.00**
BUILDINGS AND GROUNDS					
SUPPLIES	**$ 205.95**	$ 931.06	$ 346.51	$ 600.00	$ 400.00
TELEPHONE	**$ 3,688.63**	$ 2,455.84	$ 1,563.02	$ 3,000.00	$ 2,800.00
UTILITIES / HALL	**$ 2,943.13**	$ 1,433.79	$ 2,949.84	$ 3,000.00	$ 3,300.00
REPAIRS/ HOUSE	**$ 1,454.74**		$ 30,710.00	$25,000.00	
MAINTENANCE/REPAIRS	**$ 698.15**	$ 2,482.15	$ 6,300.77	$ 10,000.00	$ 5,000.00
IMPROVEMENTS	**$ 17,332.19**	$ 87.84	$ 32,394.25	$ 45,000.00	
SNOW REMOVAL/HALL		$ 315.00		$ 600.00	$ 600.00
MILEAGE	**$ -**	$ 131.99	$ 21.00	$ 200.00	$ 100.00
	.	$ -	$ -	$ -	$ -
TOTAL	**$ 26,322.79**	**$ 7,837.67**	**$ 74,285.39**	**$87,400.00**	**$ 12,200.00**
CEMETERY					
SEXTON/CLERICAL	**$ 1,560.00**	$ 1,186.50	$ 1,501.50	$ 1,600.00	$ 1,600.00
SUPPLIES	**$ 68.16**	$ 73.00	$ 75.48	$ 100.00	$ 100.00
LAWN CARE	**$ 13,550.00**	$ 10,350.00	$ 8,700.00	$ 14,000.00	$ 14,000.00
BURIALS	**$ 3,815.20**	$ 5,682.80	$ 4,150.00	$ 600.00	$ 5,000.00
FOUNDATIONS	**$ 352.00**	$ -	$ 3,886.40	$ 2,000.00	$ 4,000.00
IMPROVEMENTS/EQUIP	**$ 20,645.28**	$ 14,501.85	$ 664.83	$ 5,000.00	$ 5,000.00
PLOT BUY BACKS				$ -	$ -
				$ 1,000.00	
TOTAL	**$ 39,990.64**	**$ 31,794.15**	**$ 18,978.21**	**$ 24,300.00**	**$ 29,700.00**
PLANNING/ZONING					
WAGES	**$ 10,158.00**	$ 13,571.00	$ 14,789.00	$ 16,000.00	$ 18,000.00
ZA WAGES	**$ 3,575.00**	$ 11,492.00	$ 11,368.00	$ 7,000.00	$ 15,000.00
ZONING ORDINANCE	**$ -**			$ 3,000.00	$ 12,000.00
PUBLISHING	**$ 737.50**	$ 831.92	$ 931.69	$ 7,000.00	$ 5,000.00
MILEAGE	**$ 268.55**	$ 749.79	$ 1,147.30	$ 700.00	$ 1,300.00
SUPPLIES	**$ 91.76**	$ 173.89	$ 504.64	$ 2,000.00	$ 600.00
TOTAL	**$ 14,830.81**	**$ 26,818.60**	**$ 28,740.63**	**$ 35,700.00**	**$ 51,900.00**
			page two total	**$ 190,400.00**	**$ 137,600.00**

ACCOUNT	yr 23-24	yr 24/25	THRU 01/13/26	BUDGET 25/26	PROPOSED 26/27
STREETLIGHTS	**$ 4,501.25**	**$ 5,869.60**	**$ 4,321.85**	**$ 6,600.00**	**$ 6,600.00**
DRAINS AT LARGE	**$ 20,460.57**	**$ 21,005.30**	**$ 22,507.65**	**$ 21,000.00**	**$ 23,000.00**
RECREATION					
WAGES	**$ 3,535.00**	$ 2,996.00	$ 1,969.00	$ 3,000.00	$ 3,000.00
FOWLERVILLE REC	**$ 5,755.47**	$ 7,681.78	$ 8,358.36	$ 7,000.00	$ 9,000.00
PARK MAINTENANCE	**$ 5,167.20**	$ 2,134.21	$ 4,319.86	$ 10,000.00	$ 5,000.00
PARK MOW	**$ 6,700.00**	$ 6,475.00	$ 5,625.00	$ 8,000.00	$ 6,000.00
PARK IMPROVEMENTS	**$ 10,641.54**	$ 164.21	$ 11,066.66	$ 20,000.00	$ 24,000.00
COMMUNITY PROMOTION	**$ 5,012.26**	$ 5,866.80	$ 5,041.32	$ 6,000.00	$ 8,000.00
UTILITIES	**$ 1,218.66**	$ 1,098.16	$ 705.35	$ 1,500.00	$ 1,200.00
TOTAL	**$ 38,030.13**	**$ 26,416.16**	**$ 37,085.55**	**$ 55,500.00**	**$ 56,200.00**
					$ -
TRASH PICK UP	**$ 304,452.28**	**$ 322,448.48**	**$ 266,413.37**	**$ 350,000.00**	**$ 350,000.00**
INSURANCE/BONDS	**$ 10,321.00**	**$ 11,327.00**	**$ 13,465.00**	**$ 12,000.00**	**$ 15,000.00**
TRUST AND AGENCY					
DELINQUENT TAX	**$ 15,000.00**	**$ 10,000.00**	**$ 15,000.00**	**$ 10,000.00**	**$ 7,000.00**
TRAILER BONDS	**$ 6,000.00**	**$ 6,000.00**	**$ 6,000.00**	**$ 6,000.00**	**$ 6,000.00**
	$ 21,000.00	**$ 16,000.00**	**$ 21,000.00**	**$ 16,000.00**	**$ 13,000.00**
					$ -
CONTINGENCIES	**$ 24,978.61**	**$ 3,957.78**	**$ 65,878.66**	**$ 35,000.00**	**$ 85,000.00**
			page three total	**$ 496,100.00**	**$ 548,800.00**

page one	**$ 427,500.00**
page two	**$ 137,600.00**
page three	**$ 548,800.00**
SUBTOTAL* $ -**	**$ 1,113,900.00**

BEGINNING BALANCE APRIL 1ST	**$ 943,000.00**
REVENUE FOR YEAR	**$ 767,890.00**
TOTAL	**$ 1,710,890.00**
EXPENSES/CONTINGENCIES	**$ 1,113,900.00**

TRANSFER TO ROAD FUND	**$ 55,000.00**
UNALLOCATED	**$541,990.00**

Compatibility Report for BUDGETworksheet17-18.xls
Run on 2/2/2017 11:52

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Minor loss of fidelity

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# of occurrences	Version
4	Excel 97-2003

ROAD FUND BUDGET WORKSHEET 26-27

			25/26 BUDGET	25/26 ACTUAL	26/27 PROPOSED
EXPENSES					
ROAD CHLORIDE			$130,000.00	$72,292.36	$120,000.00
CONTRACTS			$141,000.00	$159,000.00	$250,000.00
UNALLOCATED			$9,030.00		
TOTAL			**$280,030.00**	**$231,292.36**	$370,000.00
REVENUES					
BEGINNING BALANCE			$50,000.00	$29,252.10	$75,000.00
FROM GENERAL FUND				$98,000.00	$55,000.00
OTHER REVENUE					
INTEREST			$30.00	$3.70	
ROAD TAX			$230,000.00	$14,545.98	$240,000.00
TOTAL			**$280,030.00**	**$141,801.78**	$370,000.00

P R O J E C T   A G R E E M E N T

J O B   N U M B E R: 489.02.5225BV

This Agreement made and entered into this ________ day of________________, 2026 by and between the TOWNSHIP of COHOCTAH, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

W I T N E S S E T H

The Township has selected the following road to be improved as described below:

MAXWELL ROAD
(FROM OWOSSO ROAD TO FLEMING ROAD)
APPROXIMATELY 5,264 FEET
GRAVEL RESURFACING, TREE WORK, LIMITED DRAINAGE
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. **The Township shall pay the Road Commission 100% of the cost of the project, as follows: $144,000.**

   A. **The balance shall be paid promptly as invoiced.**

   B. **The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.**

   C. **The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.**

2. **All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.**

3. **The work will be completed within the current contract year, unless the parties otherwise so agree.**

4. **In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

TOWNSHIP OF COHOCTAH

BY: ______________________________
MARK FOSDICK, SUPERVISOR

____
BARB FEAR, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON

BY: ______________________________
STEVEN J. WASYLK, MANAGING DIRECTOR

____
SARAH R. NEWTON, DIRECTOR OF FINANCE

CAPITAL IMPROVEMENT FUND BUDGET
2026/2027

BEGINNING BALANCE	$ 240,000.00
REVENUES - INTEREST	$ 7,200.00
EXPENDITURES	$ -
ENDING BALANCE	$ 247,200.00