

10405 Merrill Road P.O. Box 157 Hamburg, MI 48139 (810) 231-1000 www.hamburg.mi.us

Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Bill Hahn, Patricia Hughes, Chuck Menzies, Cindy Michniewicz

### **BOARD OF TRUSTEES REGULAR MEETING**

Tuesday, September 17, 2024 at 7:00 PM Hamburg Township Hall Board Room

### **AGENDA**

PLEDGE TO THE FLAG

**CALL TO ORDER** 

**ROLL CALL OF THE BOARD** 

**CALL TO THE PUBLIC** 

### **CONSENT AGENDA**

- 1. 9-3-24 1:00 Township Board Work Study Meeting Minutes
- 2. 9-3-24 2:30 Board of Trustees Regular Meeting Minutes
- 3. Biotech Inv. 3830
- 4. MCA 88000445-3
- 5. Aqua-Weed Control Inc Inv#21664
- Aqua-Weed Inv#21745
- 7. Plante Moran #10307801
- 8. Bills List 09.17.24
  - PLEASE NOTE: THE INDIVIDUAL INVOICES INCLUDED SEPARATELY ON THE AGENDA ARE INCLUDED IN THE TOTAL AMOUNT PAYABLE 09.17.24
- 9. Bills added after meeting 09.03.24
- 10. Public Safety Monthly Report August 2024

### APPROVAL OF THE AGENDA

### **UNFINISHED BUSINESS**

11. Administrative Policies & Procedures - Addition of Ordinance Procedure - Final Read & Adoption

### **CURRENT BUSINESS**

- 12. Livingston County PACE
- 13. WCA 2024 Contract
- 14. Waiver of fee and penalty
- <u>15.</u> Opt-out of Publicly Funded Health Insurance Act
- 16. Board Resolution 2024 Tax Levies
- <u>17.</u> DPW On-Call Hire

### **CALL TO THE PUBLIC**

### **ADJOURNMENT**



10405 Merrill Road P.O. Box 157 Hamburg, MI 48139 (810) 231-1000 www.hamburg.mi.us

Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Bill Hahn, Patricia Hughes, Chuck Menzies, Cindy Michniewicz

### **TOWNSHIP BOARD WORK-STUDY SESSION**

Tuesday, September 03, 2024 at 1:00 PM Hamburg Township Hall Board Room

### **MINUTES**

### **CALL TO ORDER**

The meeting was called to order at 1:00 pm.

### PLEDGE TO THE FLAG

### **ROLL CALL OF THE BOARD**

PRESENT
Pat Hohl
Mike Dolan
Chuck Menzies
Cindy Michniewicz
Jason Negri
Patricia Hughes

ABSENT Bill Hahn

### **CALL TO THE PUBLIC**

A call was made with no response.

### **CONSENT AGENDA**

None.

### **APPROVAL OF THE AGENDA**

Motion by Dolan, Seconded by Negri, to approve the Agenda as presented.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

### **UNFINISHED BUSINESS**

1. Accounting department bonuses Discussion, no action taken.

### **CURRENT BUSINESS**

- 2. Police Union Memorandum of Understanding Discussion, no action taken.
- 3. Employee Handbook Changes Discussion, no action taken.
- 4. Supplemental Benefits Provider Proposal Discussion, no action taken.

### **CALL TO THE PUBLIC**

A call was made with no response.

### **BOARD COMMENTS**

None.

### **ADJOURNMENT**

Motion by Negri, Seconded by Dolan, to adjourn the meeting.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

The meeting was adjourned at 1:50 pm.

Respectfully submitted,

Jennifer Daniels

**Recording Secretary** 

Mike Dolan

**Township Clerk** 



10405 Merrill Road P.O. Box 157 Hamburg, MI 48139 (810) 231-1000 www.hamburg.mi.us

Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Bill Hahn, Patricia Hughes, Chuck Menzies, Cindy Michniewicz

### **BOARD OF TRUSTEES REGULAR MEETING**

Tuesday, September 03, 2024 at 2:30 PM Hamburg Township Hall Board Room

### **MINUTES**

### **CALL TO ORDER**

The meeting was called to order at 2:30 pm.

### PLEDGE TO THE FLAG

### **ROLL CALL OF THE BOARD**

PRESENT
Pat Hohl
Mike Dolan
Chuck Menzies
Cindy Michniewicz
Jason Negri
Patricia Hughes

ABSENT Bill Hahn

### **CALL TO THE PUBLIC**

A call was made with no response.

### **CONSENT AGENDA**

Motion by Menzies, Seconded by Negri, to approve the consent agenda, as presented.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

- 1. Parks & Recreation Senior Center Report August 2024
- 2. Township Coordinator Report August 2024
- 3. Parks & Recreation Blackout Dates Updated August 2024
- 4. Parks & Recreation Meeting Minutes June 2024

- 5. Bills List 09.03.2024
- 6. 8-20-24 4:00 Township Board Work Study Meeting Minutes
- 7. 8-20-24 7:00 Board of Trustees Regular Meeting Minutes

### **APPROVAL OF THE AGENDA**

Motion by Michniewicz, Seconded by Hughes, to approve the agenda as presented.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

### **UNFINISHED BUSINESS**

8. Employee Handbook Changes

Motion by Dolan, Seconded by Negri, to approve the Employee Handbook changes as presented in the packet.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

9. Supplemental Benefits Provider Proposal

Motion by Negri, Seconded by Michniewicz, to approve the implementation of Advantage Group as our sole supplemental benefit provider effective October 1, 2024, per the memo in the packet.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

10. Accounting department bonuses

Motion by Michniewicz, Seconded by Menzies, to approve the bonuses in the amount of \$4,000.00 for Marcy Miller and \$10,250.00 for Michelle Delancey.

Voting Yea: Hohl, Menzies, Michniewicz

Voting Nay: Dolan, Negri, Hughes

Motion does not pass.

Motion by Hughes, Seconded by Negri, to approve the bonuses in the amount of \$4,000.00 for Marcy Miller and hours worked be paid at flat hourly rate for Michelle Delancey.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

### **CURRENT BUSINESS**

11. Livingston County PACE

Motion by Dolan, Seconded by Menzies, to table agenda item until the next board meeting. Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

12. Police Lieutenant Eligibility List

Motion by Dolan, Seconded by Menzies, to approve the establishment of a Police Lieutenant promotional eligibility list, and also to approve Hamburg Township Public Safety SOP# 400-14: Police Lieutenant Job Description.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

13. Fire Lieutenant Eligibility List

Motion by Negri, Seconded by Michniewicz, to approve the establishment of a Fire Lieutenant promotional eligibility list, to approve amended Hamburg Township Public Safety SOP# 400-09:

Fire Lieutenant Job Description, to approve amended Hamburg Township Public Safety SOP#

200-15: Part-Time Promotional Process, and to amend the Hamburg Township Salary Step

Progression Plan to include the position of Fire Lieutenant in Grade 6 of the salary structure.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

14. Conditional Offer of Employment (Police)

Motion by Hohl, Seconded by Dolan, to extend a conditional offer of employment to Kelly Kozowicz for the position of full-time police officer pending successful completion of all preemployment requirements (medical examination, psychological examination and drug screening).

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

15. Conditional Offers of Employment (Fire)

Motion by Menzies, Seconded by Negri, to extend conditional offers of employment to Rebecca Zettel and Caitlin Van Steenis for the position of part-time Firefighter/EMT pending successful completion of all pre-employment requirements (background, medical examination, psychological examination and drug screening).

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

16. Administrative Policies & Procedures - Addition of Ordinance Procedure - First Reading

Motion by Dolan, Seconded by Negri, to recognize the first reading of the ordinance procedure

draft ordinance at today's board meeting and to report any public feedback to the board at the
next regular meeting.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

17. Parks & Rec - Park Use App - PCS Blanket Use Contract - Waiver of Fees

Motion by Dolan, Seconded by Hughes, to approve the park use request from Pinckney

Community Schools/Pinckney Community Education dated August 27, 2024, contingent on the

applicant submitting all paperwork to the satisfaction of the Clerk's office including Certificate of

Insurance listing Hamburg Township as Additional Insured, that use be scheduled with the Park

Coordinator and subject to Blackout Dates, that all uses other than games and practices be

submitted and approved through a separate application process, and that fees be waived for

regular blanket use.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Hughes

Voting Nay: Negri

18. Parks & Rec - Park Use App - PCS - MSXC Jamboree - September 19, 2024 Blackout
Motion by Dolan, Seconded by Michniewicz, to approve the park use request from Pinckney
Community Schools dated August 27, 2024, for the MSXC Jamboree contingent on the applicant
submitting all paperwork to the satisfaction of the Clerk's office including Certificate of
Insurance listing Hamburg Township as Additional Insured, that use be scheduled with the Park
Coordinator, that fees be waived due to the nature of the event, and that any extra costs
associated with this the hosting of this event be passed on to the applicant.
Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

### **CALL TO THE PUBLIC**

A call was made with no response.

### **BOARD COMMENTS**

Hohl states the Huron River has continued to be above flood stage, hoping it will be below by Wednesday. The weed harvesting has been put on hold, until the water recedes some. Dolan would like to look into the involvement of the township with regards to the Huron River clean up.

Negri noted Trustee Hahn's absence, and Hahn's indication of not returning to any more meetings for the duration of his term. Negri suggests he resign his seat, if he is not going to be a member of the Board anymore, as it is inappropriate for him to receive his stipend if he is not going to return to the board table.

### **ADJOURNMENT**

Motion by Menzies, Seconded by Dolan, to adjourn the meeting.

Voting Yea: Hohl, Dolan, Menzies, Michniewicz, Negri, Hughes

The meeting was adjourned at 3:39 pm.

Respectfully submitted,

Jennifer Daniels

**Recording Secretary** 

Mike Dolan

wh D

**Township Clerk** 



Bill To

P.O. Box 157 Hamburg, MI 48139

Hamburg Township DPW Attn: Accounts Payable

1651 Beulah Hwy. Beulah, MI 49617 Phone (231) 882-7219 Fax (231) 882-9690



Date	Invoice #
8/29/2024	3830

GL CODE S90, 537, 917, 60
APPROVED TO SEP 0 2024

ENTERED DUE DATE

Meeting

Des

	There !	9/28/2024		Net 30
Quantity	Description		Rate	Amount
901,000	Load, transport and land application of biosolids for	or Hamburg Township WWTP	0.0583	52,528.30
nk you for yo	our business.		TOTAL	\$52,528.3

### **BIOTECH** AGRONOMICS

### Hamburg Twp. WWTP July- August 20, 2024

Date	Site ID	Loads	Gallons/Load	<b>Total Gallons</b>
1-Jul-24	02S04E08-RH01	3	8500	25,500
2-Jul-24	02S04E08-RH01	13	8500	110,500
2-Aug-24	01N03E08-LH06	5	8500	42,500
5-Aug-24	01N13E08-LH01	9	8500	76,500
14-Aug-24	01N13E08-LH01	12	8500	102,000
15-Aug-24	01N13E08-LH01	24	8500	204,000
16-Aug-24	01N13E08-LH01	13	8500	110,500
20-Aug-24	01N03E08-LH06	27	8500	229,500

Load Total	901,000
Gallon Price	\$0.0583
	\$52,528.30

Item 3.



PO# 206-000-000-980-000

41271 CONCEPT DR. PLYMOUTH, MI 48170

MOBILE COMMUNICATIONS AMERICA

Phone: 734-738-0800 Fax: 734-459-0769

### INVOICE

880000445-3

Page 1

Invoice Date: 08/29/2024 Due Date: 09/28/2024

Bill To:

Hamburg Township Fire Department 10100 Veterans Memorial Dr

Hamburg, MI 48139

Ship To:

Hamburg Township Fire Department

10100 Veterans Memorial Dr

Hamburg, MI 48139

Contact: Jeffrey Newton

Contact #:

Contact: Jeffrey Newton

Contact #:

PO#:

Custo	mer #: 132703	SalesPerson: 4405	Terms: NET 30 DA	/S	
Qty	Item	Description		Unit Price	Amount
4	PANASONIC-SERIALIZEI	PAN-FZ-40EZ-0BBM		5,376.75	21,507.00
		6GHz), AMT, 14.0 FHD GI 512GB OPAL SSD, Intel W EM7690, GPS, COM Splitt Selectable), Mic and Infrar Battery, TPM 2.0, Emissive SVCLTNF3YR - 3 Year Pro	Vi-Fi 7, Bluetooth, 4G ter, Quad Pass (BIOS ed 5MP Webcam, Standard e Backlit Keyboard, Flat, CF- otection Plus Warranty, CF- lo Return of Defective Drive, Premier Deployment, FZ-		
		Serial Number	NA -1		
		Serial Number	NA -2		
		Serial Number	NA -3		
		Serial Number	NA -4		
4	PANASONIC-NONSERIA	PAN-CF-SVCPSY5		645.00	2,580.00
		Panasonic Public Safety Y be purchased with Bundle	ears 4 and 5 Warranty. Must Package above.		
4	S&H	SHIPPING/HANDLING		50.00	200.00

Subtotal: \$24,287.00 Remit To: MOBILE COMMUNICATIONS AMERICA, INC. \$0.00 Tax: **PO BOX 1458 Total Amount:** \$24,287.00 **CHARLOTTE, NC 28201** 

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee.

Delinquent Accounts - 18% APR will be added to Invoice(s) that are more than 7 days past due. The 18% APR will be applied on a monthly basis.

Contact AR@callmc.com for a remittance address that allows receipt tracking





Aqua-Weed Control Inc.

414 Hadley St Holly, MI 48442 (248) 634-8388 www.aquaweed.com Invoice

**BILL TO** 

Chain of Lakes C/o Progressive AE Jared Laughlin 1811 4 Mile Rd. NE Grand Rapids, MI 49525 SHIP TO

Chain of Lakes C/o Progressive AE Jared Laughlin 1811 4 Mile Rd. NE Grand Rapids, MI 49525

	• •					
INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLO	SED
21664	07/26/2024	\$17,827.50	09/09/2024	Net 30	• • • •	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
07/09/2024	, ,	treated using Chelate control Flimentous or	• •	13.25	55.00	728.75
07/09/2024		eated using Chelated control of Wild Celery		3.25	295.00	958.75
07/09/2024	(201.75) PDU Milfoil.	's of ProcellaCOR for	control of	201.75	80.00	16,140.00
			SUBTOTAL			17,827.50
			TAX (6%)			0.00
			TOTAL			17,827.50
			BALANCE DI	JE	\$1	7.827.50

GL CODE <u>253-600-80</u>3.000 SEP 0 9 2024 ENTERED 9 10 - 24 mm BACK APPROVED\_\_\_

DUE DATE\_

Thank you for your business. Please make your check payable to "Aqua-Weed Control Inc." Please call (248) 634-8388 if you have any questions. When purchasing product, please follow all product label directions carefully. A permit may be required before treatment, contact your local DNR/DEQ for information including permit forms.

### Zukey, Strawberry, Gallagher Aquatic Herbicide Treatment Payment Submittal Form

Date of treatment: 7/9/2024

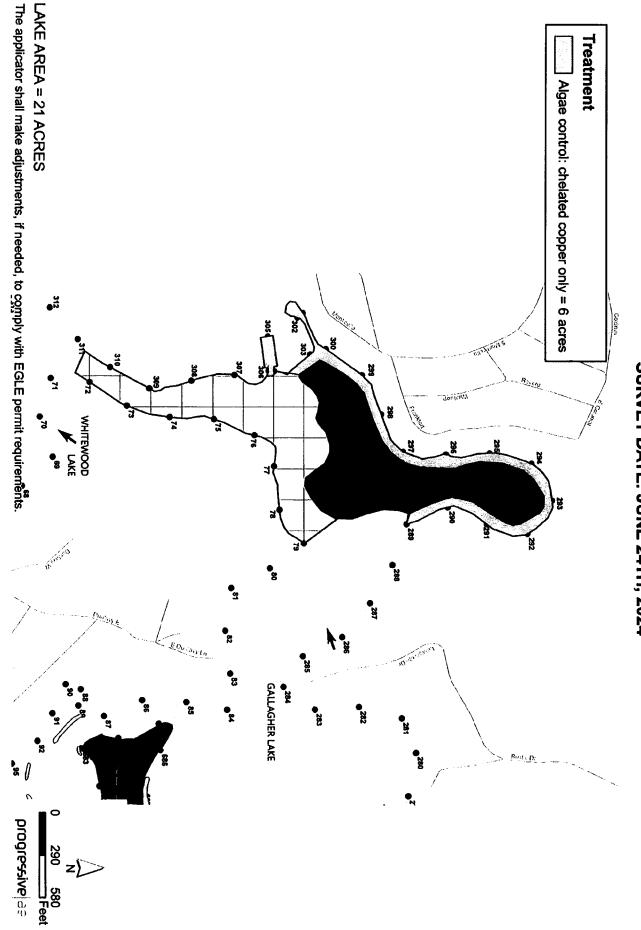
Shade, color, or hatch area(s) on attached map for each chemical. Show your shading, coloring, or hatching scheme here:

· · · · · ·	ining scheme nere.					
	CHEMICAL USED	METHOD OF APPLICATION	RATE OF APPLICATION (ex. 100 lbs/acre, 2.6 lbs/acre-foot)	TREATMENT AREA SIZE (acres)	TOTAL AMOUNT (ex. 4 gallons, 10 lbs.	FOR CONTROL OF: (Plant and/or Algae names)
	Chemical Brand Argos  Generic Name: Chelated Copper Alg.	Surface Spray & Subsurface Injection	gal 0.59 acre- foot	13.25 acre 3 ft avg depth	23.50 gal	Algae
	Chemical Brand Komeen  Generic Name: Chelated Copper Herb.	Surface Spray & Subsurface Injection	gal 3.28 acre- foot	3.25 acre 3 ft avg depth	32.00 gal	Starry Stonewort, Vallisneria
	Chemical Brand ProcellaCOR EC  Generic Name: Florpyrauxifen-Benzyl	Surface Spray & Subsurface Injection	oz 13.54 acre- foot	15.75 acre 3 ft avg depth	639.55 oz	Eurasian Milfoil
	Chemical Brand Generic Name:			3		
	Chemical Brand Generic Name:					
	Chemical Brand: Generic Name:					
	Chemical Brand Generic Name:					
Sign	nature of applicator:	<del></del>	ASIO	Dinner.		
			1101	Mar Fly	$\mathcal{V}$	(printed)

Complete all portions of this document, including treatment map, and send with invoice to:

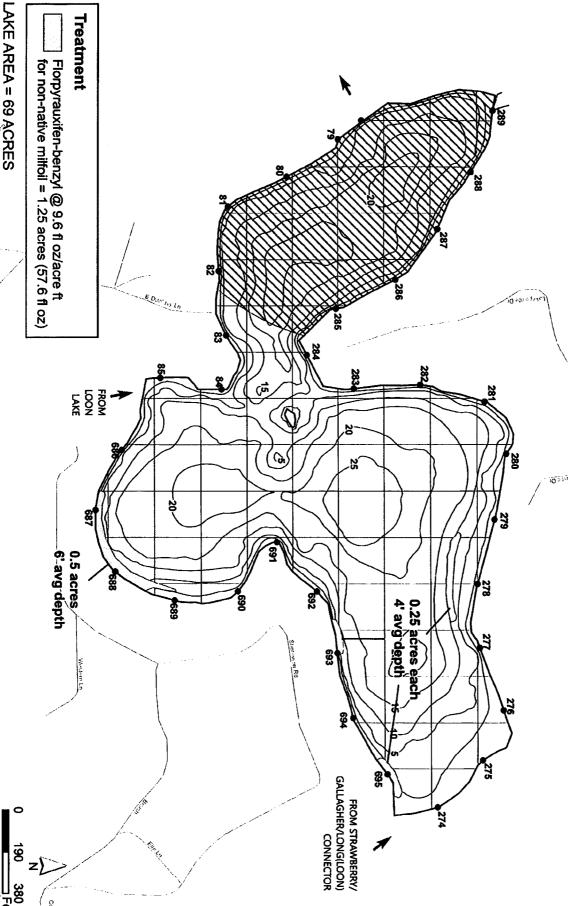
Water Resources Department Progressive AE 1811 4 Mile Road, NE Grand Rapids, MI 49525-2442

## GALLAGHER ISLAND CANALS AND CONNECTOR LIVINGSTON COUNTY, MICHIGAN TREATMENT MAP SURVEY DATE: JUNE 24TH, 2024



= 1 ACRE

### GALLAGHER LAKE LIVINGSTON COUNTY, MICHIGAN TREATMENT MAP SURVEY DATE: JUNE 24TH, 2024

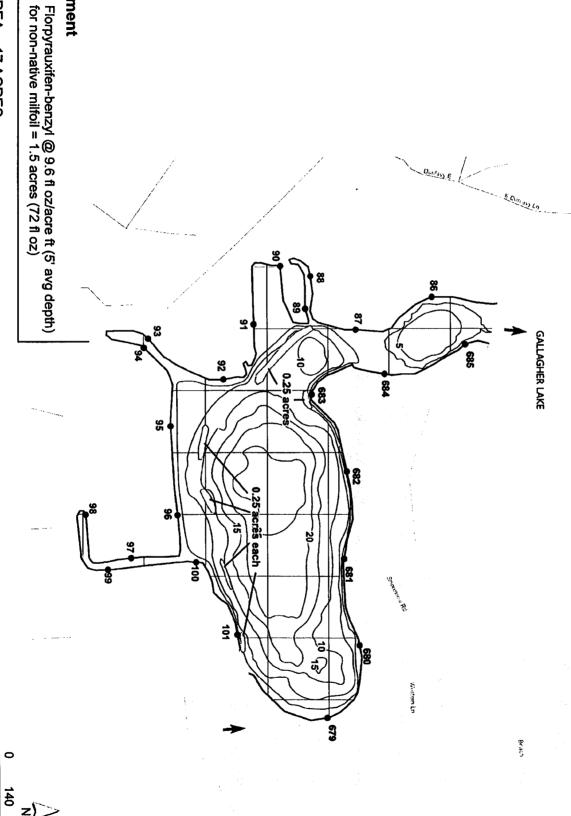


The applicator shall make adjustments, if needed, to comply with EGLE permit requirements.

progressive ee

= 1 ACRE

### LONG (LOON) LAKE LIVINGSTON COUNTY, MICHIGAN TREATMENT MAP SURVEY DATE: JUNE 24TH, 2024



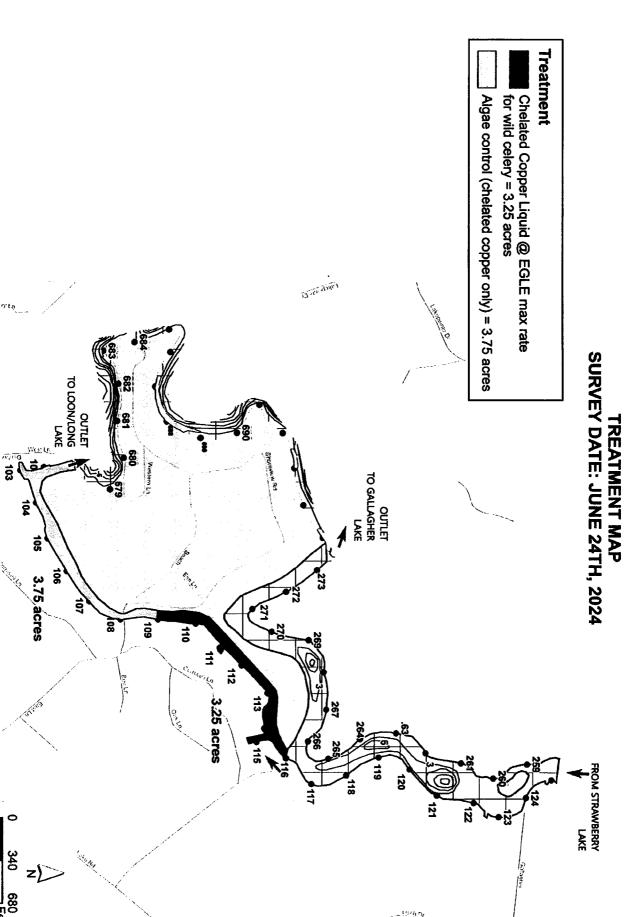
### LAKE AREA = 17 ACRES

**Treatment** 

The applicator shall make adjustments, if needed, to comply with EGLE permit requirements.

progressive ee

# STRAWBERRY/GALLAGHER/LONG(LOON) CONNECTOR LIVINGSTON COUNTY, MICHIGAN TOCATMENT MAD



**LAKE AREA: 25 ACRES** 

The applicator shall make adjustments, if needed, to comply with EGLE permit requirements.

progressive ee

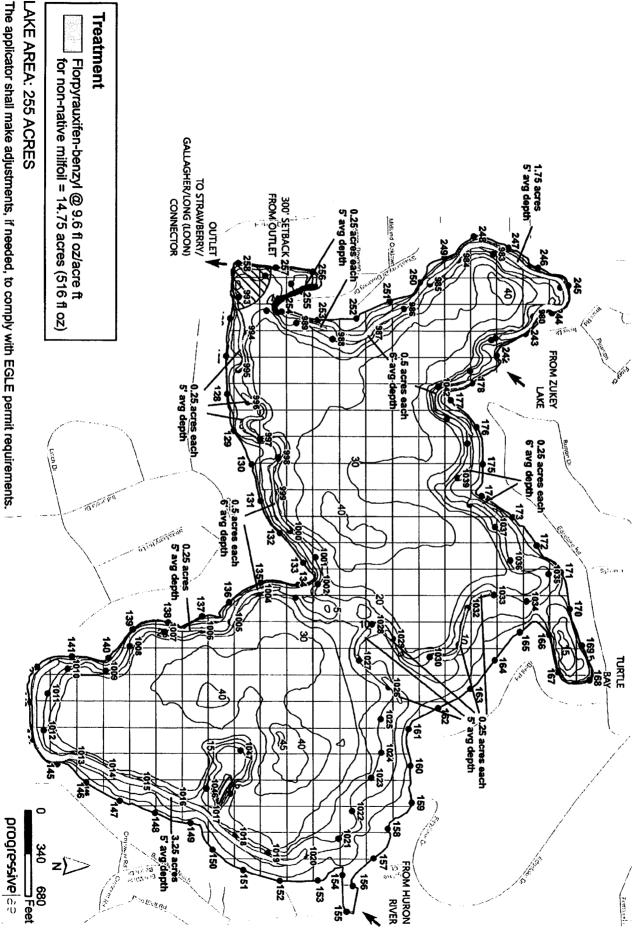
25

= 1 ACRE

### STRAWBERRY LAKE LIVINGSTON COUNTY, MICHIGAN TREATMENT MAP

= 1 ACRE

27



29

### LAKE AREA = 153 ACRES Algae control (chelated copper only) = 3.5 acres 232 **SURVEY DATE: JUNE 24, 2024** ZUKEY LAKE LIVINGSTON COUNTY TREATMENT MAP Por: Ag 192 196 195 10/10/02 380 z = 1 ACRE

The applicator shall make adjustments, if needed, to comply with EGLE permit requirements.

progressive as

**Treatment** 



Aqua-Weed Control Inc. 414 Hadley St Holly, MI 48442 (248) 634-8388 www.aquaweed.com Invoice

Chain of Lakes
C/o Progressive AE
Jared Laughlin
1811 4 Mile Rd. NE
Grand Rapids, MI 49525
Grand Rapids, MI 49525

Chain of Lakes
C/o Progressive AE
Jared Laughlin
1811 4 Mile Rd. NE
Grand Rapids, MI 49525
Grand Rapids, MI 49525

INVOICE	DATE	TOTAL DUE	DUE DATE	TERMS	ENGLOSED -
21745	08/21/2024	\$10,190.00	10/05/2024	Net 30	

DATE	DESCRIPTION	ary:	RATE	AMOUNT
08/20/2024	(1.25) acres treated using Chelated Copper Herbicides for control of eel grass and/or nia	1.25 ids.	295.00	368.75
	(1.5) acres treated using AquaStrike for cont curlyleaf pondweed and other pondweeds.	rol of 1.50	425.00	637.50
	(10.75) acres treated using Flumioxazin for of various weeds.	control 10.75	245.00	2,633.75
	(58.5) PDU's of ProcellaCOR for control of M	Ailfoil. 58.50	80.00	4,680.00
	(17) acres treated using SeClear for control of Algae.	of 17	110.00	1,870.00
	S	UBTOTAL		10,190.00
	Т	AX (6%)		0.00
	Т	OTAL		10,190.00
	GL CODEB approved	ALANCE DUE	\$1	0,190.00

ENTERED\_\_\_\_\_\_
DUE DATE\_\_\_\_\_

### Zukey, Strawberry, Gallagher Aquatic Herbicide Treatment Payment Submittal Form

Date of treatment:

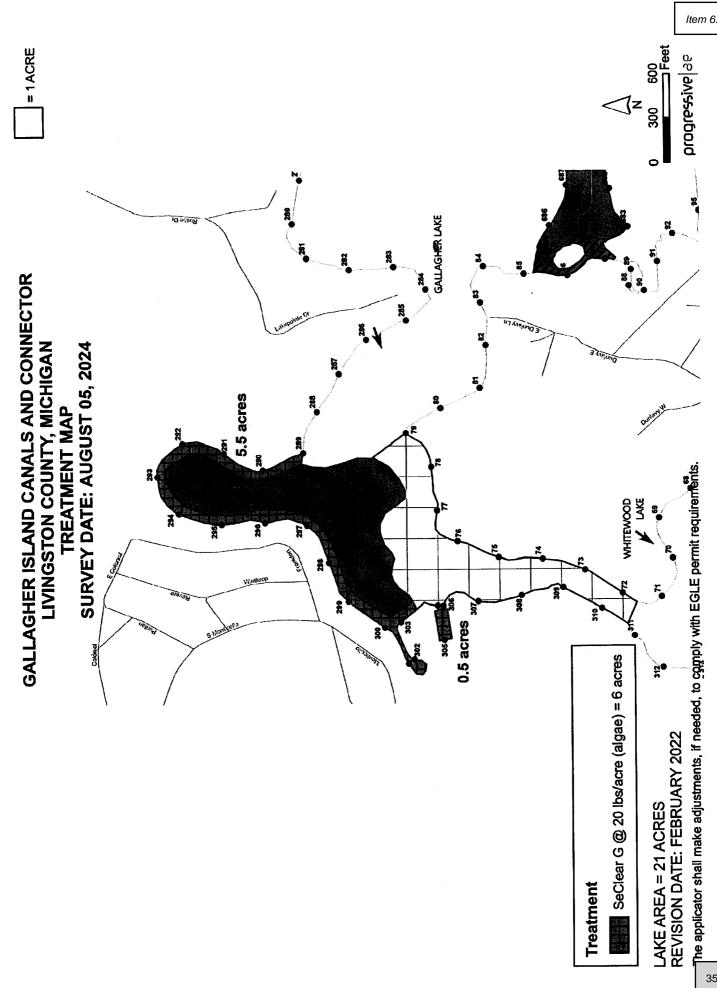
8/20/2024

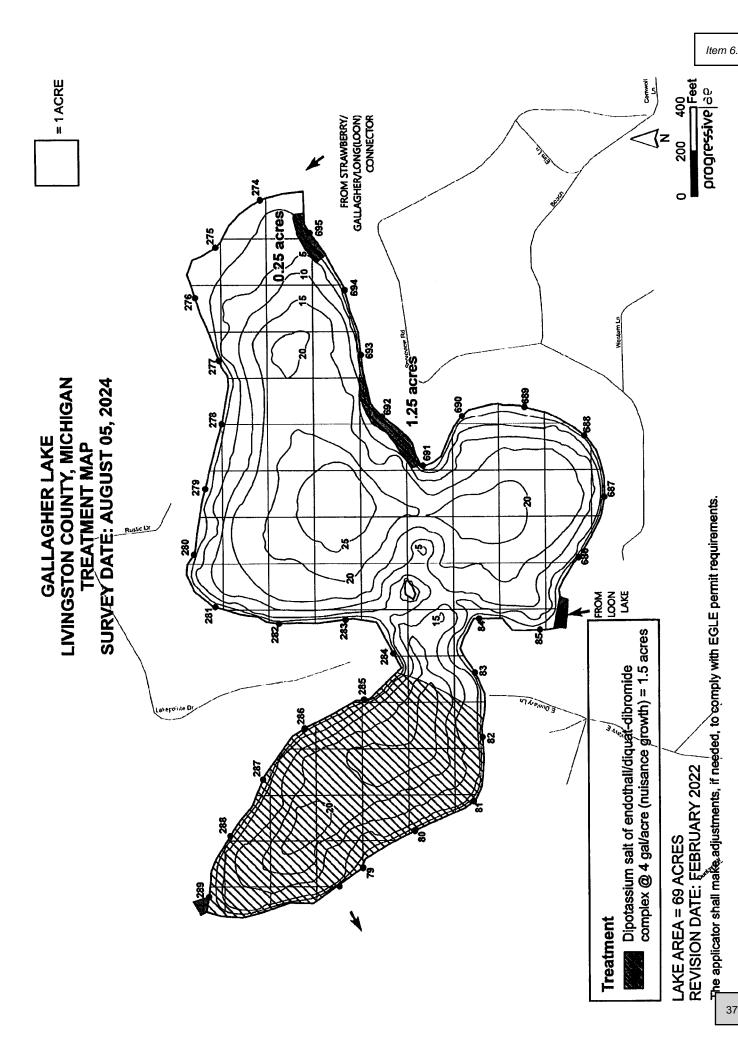
Shade, color, or hatch area(s) on attached map for each chemical. Show your shading, coloring, or hatching scheme here:

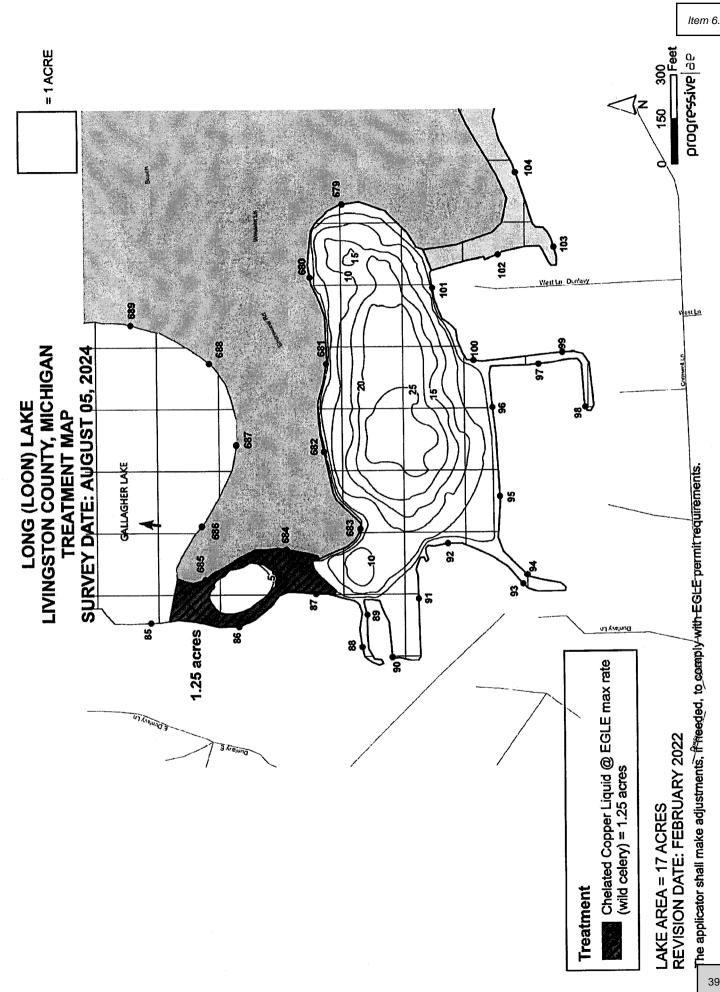
CHEMICAL USED	METHOD OF APPLICATION	RATE APPLICA (ex. 100 lb 2.6 lbs/ac	ATION os/acre,	TREATMENT AREA SIZE (acres)	TOTAL AMOUNT (ex. 4 gallons, 10 lbs.	FOR CONTROL OF: (Plant and/or Algae names)
Chernical Brand Komeen  Generic Name: Chelated Copper Herb.	Surface Spray & Subsurface Injection	3.29	gal acre- foot	1.25 acre 3 ft avg depth	12.35 gal	Vallisneria
Chemical Brand AquaStrike Generic Name: dothal and Diquat Dibron	Surface Spray & Subsurface Injection	1.33	gal acre- foot	1.5 acre 3 ft avg depth	6.00 gal	Potamogetons
Chemical Brand Propeller  Generic Name: Flumioxazin	Dissolving, then Spray / Injection	0.82	lbs acre- foot	10.75 acre 3 ft avg depth	26.60 lbs	Starry Stonewort
Chemical Brand ProcellaCOR EC  Generic Name: Florpyrauxifen-Benzyl	Surface Spray & Subsurface Injection	9.89	oz acre- foot	6.25 acre 3 ft avg depth	185.45 oz	Eurasian Milfoil
Chemical Brand Sectear G Generic Name: Copper Sulfate	Dissolving, then Spray / Injection	6.67	lbs acre- foot	17 acre 3 ft avg depth	340.00 lbs	Starry Stonewort
Chemical Brand: Generic Name:						
Chemical Brand Generic Name:						
nature of applicator:		asp	57	D		

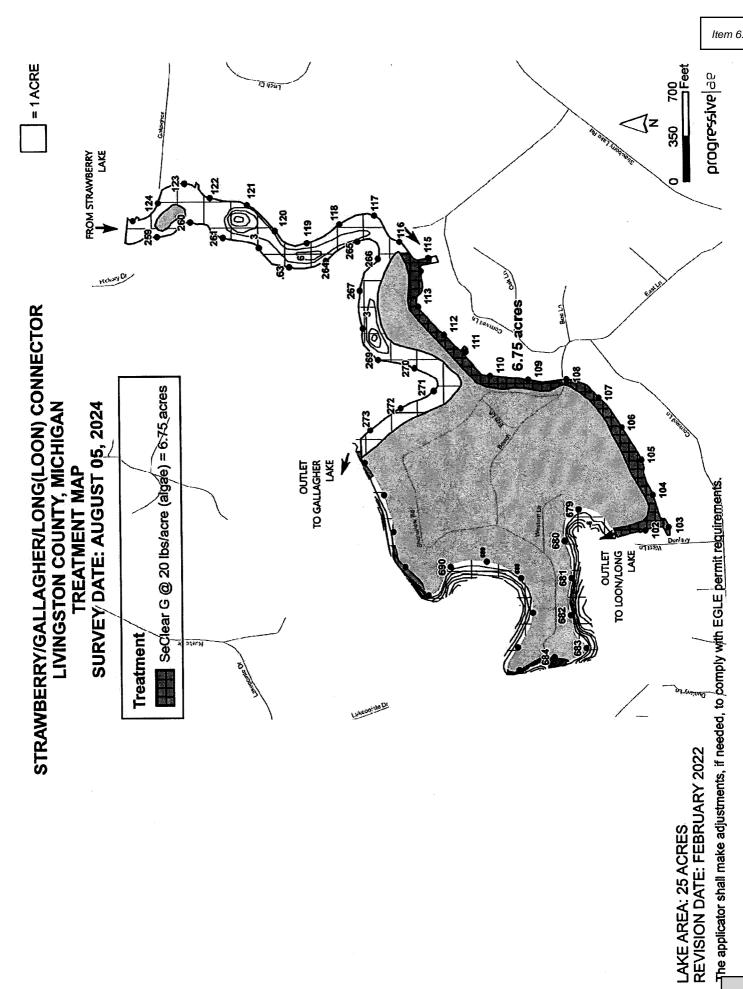
Complete all portions of this document, including treatment map, and send with invoice to:

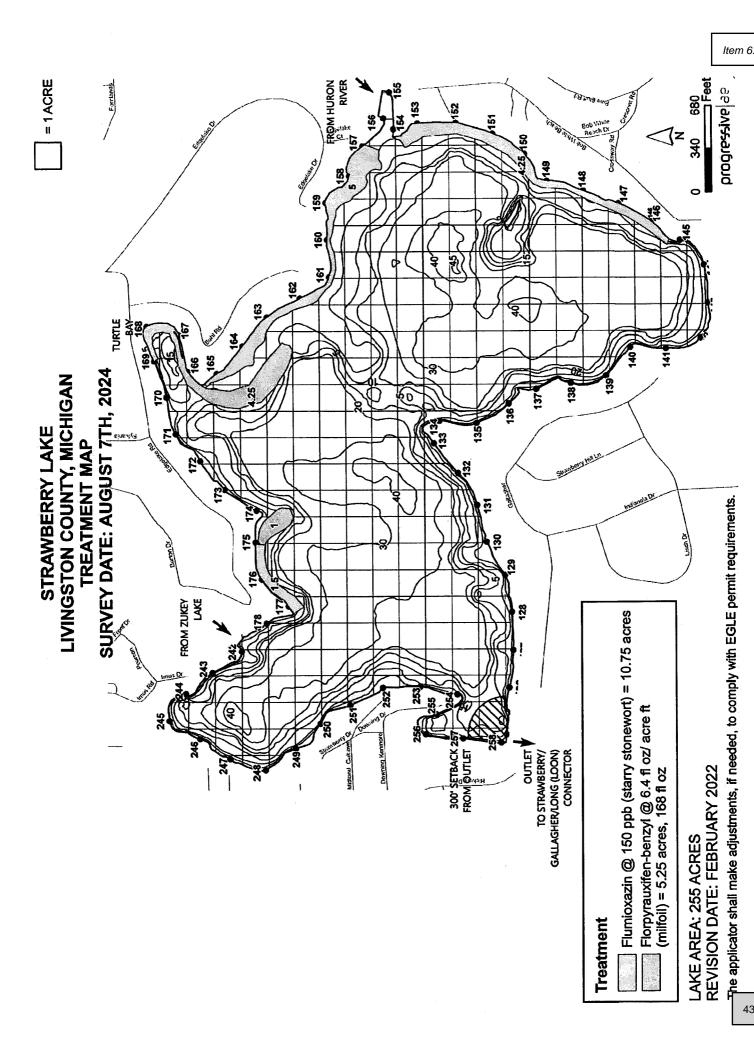
Water Resources Department Progressive AE 1811 4 Mile Road, NE Grand Rapids, MI 49525-2442

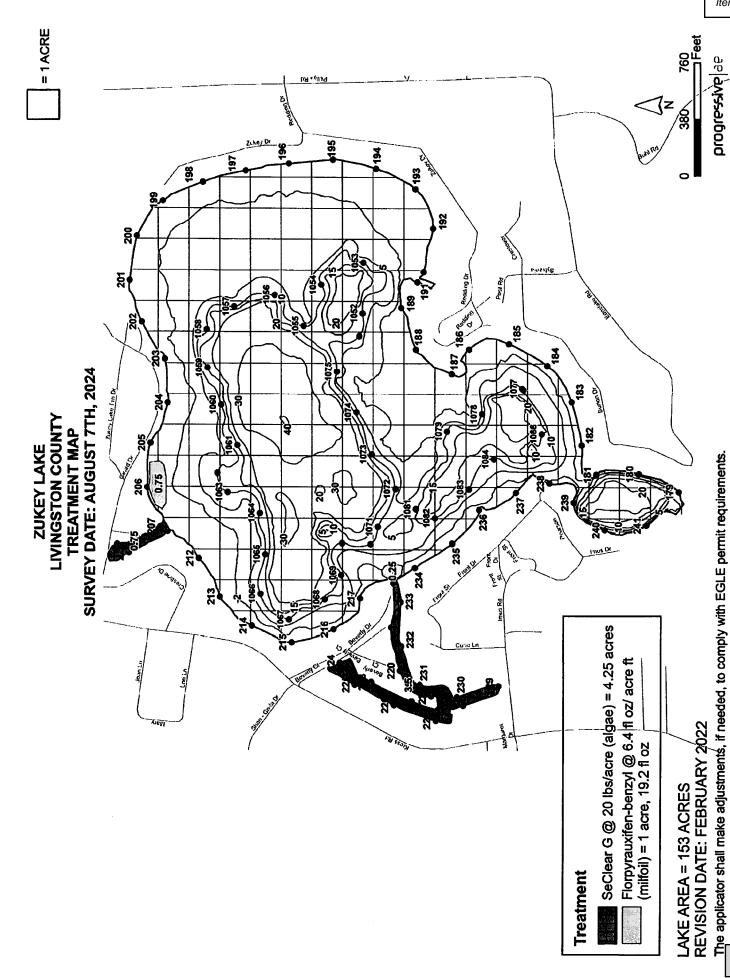












45





Plante & Moran, PLLC 3000 Town Center Suite 100 Southfield, MI 48075 Tel:+1 (248) 352-2500

### INVOICE

Township of Hamburg Attn: Accounts Payable P.O. Box 157 Hamburg, MI 48139 United States of America

09/04/2024 Date: Client No: 27400 Invoice No: 10307801 Page:

## For Professional Services Rendered

7,475.00 Progress invoice pertaining to the Township financial statement audit for the year ended June 30, 2024, as per engagement letter (General Fund) 101-275-954

2,100.00 Progress invoice pertaining to the Township financial statement audit for the year ended June 30, 2024, as per engagement letter (Police Special Revenue Fund) 207-801

Progress invoice pertaining to the Township financial statement audit for the year ended June 30, 2.100.00 2024, as per engagement letter (Fire Special Revenue Fund) 204-801

1.020.00 Progress invoice pertaining to the Township financial statement audit for the year ended June 30, 2024, as per engagement letter (Road Fund) 204-801

5.475.00 Progress invoice pertaining to the Township financial statement audit for the year ended June 30, 2024, as per engagement letter (Sewer Fund) 590-527-801

Progress billing for audit of the Township's financial statements for the year ended June 30, 2024, as it relates to the implementation of new audit standards, as per engagement letter - Less discount of

1,420.00

approximately 20% 101-877.56 207-115.02 206-106.50 204-53.96

590-244.96

**Balance Due** 

\$19,590.00 USD

A) PRAXITY

GL CODE MUltiple
APPROVED MLD reg. BOT app.

SEP 1 0 2024

ENTERED 9.10.24MM DUE DATE.

#### Remittance Information:

Check:

11

Plante & Moran PLLC 16060 Collections Center Drive Chicago, IL 60693

Routing/ABA#

Account Number

Account Name

Bank Address

Wire Transfer: Bank of America 026009593 222 Broadway

New York, NY 10038 9890996003

Plante & Moran, PLLC

ACH:

Bank of America 071000039

100 North Tryon Street Charlotte, NC 28202 9890996003

Plante & Moran, PLLC

**Client Payment Portal:** 

https://www.plantemoran.com/client-payment-portal

47

User: MarcyM

DB: Hamburg

GL NUMBER

206-000.000-752.000

DESCRIPTION

SUPPLIES & SMALL EQUIPMENT

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

DD. Hambarg			BANK CODE					
Vendor Code Ref # Invoice Date	Vendor name Address City/State/2	lip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099		ce Description	Gross Amount Discount Net Amount
A2ZLWNSERV 78352	A2Z LAWN SE 2531 JACKSO SUITE 336		09/09/2024 09/17/2024	002584	GEN N	CEMETA	ARY AUG 2024 MOI	WING TRIMMING BL 4,020.00
08/29/2024	ANN ARBOR M	I, 48103	/ / 09/17/2024	0.0000	N Y			0.00 4,020.00
Open GL NUMBER 101-567.000-8	301.000	DESCRIPTION CONTRACTUAL SERVICES			A 4,02	MOUNT 0.00		
						VEN	NDOR TOTAL:	4,020.00
ADVSAFELOC 78353 09/04/2024	ADVANCED SA. 7589 WISTER BRIGHTON MI		09/09/2024 09/17/2024 / / 09/17/2024	E36380 20240467 0.0000	GEN N N Y	FD - \$	STATION 11 LOCK	WORK INV #E3638 342.00 0.00 342.00
Open								
GL NUMBER 206-000.000-9 206-000.000-9 206-000.000-9	30.003	DESCRIPTION MATERIAL LABOR MILEAGE SERVICE TRIP			15 9	MOUNT 6.00 8.00 8.00	AMT RELIEVED 156.00 98.00 88.00	
					34	2.00	342.00	
						VEN	IDOR TOTAL:	342.00
ADVANCED02 78430 09/11/2024 Open	ADVANCED WA'PO BOX 339	TER TREATMENT, INC. 48139	09/11/2024 09/17/2024 / / 09/17/2024	26264250	GEN N N N	PD BOT	TTLED WATER (2)	11.98 0.00 11.98
GL NUMBER		DESCRIPTION			Σ	MOUNT		
207-000.000-7	52.000	SUPPLIES & SMALL EQUIP	MENT			1.98		
ADVANCED02 78431 09/11/2024	ADVANCED WA' PO BOX 339 HAMBURG MI,	TER TREATMENT, INC. 48139	09/11/2024 09/17/2024 / /	26269234	GEN N N	FD BOT	TTLED WATER (8)	47.92 0.00
Open			09/17/2024		N			47.92

AMOUNT

47.92

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# INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

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Post Date Invoice Bank Invoice Description Vendor Code Vendor name

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Vendor Code Ref # Invoice Date	Vendor nam Address City/State		Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Invoice Description Hold Sep CK 1099	Gross Amount Discount Net Amount
					VENDOR TOTAL:	59.90
ALERUSRETR 78428 09/12/2024 Open	P.O. BOX	TIREMENT SOLUTIONS 64535 L MN, 55164	09/11/2024 09/17/2024 / / 09/17/2024	9112024	GEN 401A CONTRIBUTION PAYIN N N	DATE 09/12/24 9,486.20 0.00 9,486.20
GL NUMBER  101-000.000-0  101-171.000-7  101-201.000-7  101-262.000-7  101-215.000-7  101-253.000-7  101-265.000-7  101-702.000-7  101-751.000-7  206-000.000-7  207-000.000-7  590-527.000-7  101-702.000-7	16.000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16.000	DESCRIPTION RETIREMENT - LIBRARY DEFINED CONTRIBUTION			AMOUNT  1,376.40 477.71  2,492.86 598.61 843.62 550.40 422.85 549.78 633.82 204.36 322.68 3,072.34 1,207.21 2,804.58 (6,071.02)  9,486.20	
ALERUSRETR 78429 09/11/2024 Open	P.O. BOX	FIREMENT SOLUTIONS 64535 L MN, 55164	09/11/2024 09/17/2024 / / 09/17/2024	9122024	GEN 457 CONTRIBUTION PAYDAN N N	ATE 09/12/2024 16,332.32 0.00 16,332.32
GL NUMBER 101-000.000-2	31.500	DESCRIPTION DEFERRED COMPENSATION/4	.57		AMOUNT 16,332.32	
					VENDOR TOTAL:	25,818.52

207-000.000-752.000

207-000.000-932.000

590-527.000-752.000

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. % Discount Invoice Date Disc. Date Sep CK Due Date 1099 Net Amount ALPINE FLORIST AND GIFTS, INC. 09/10/2024 751498 GEN BIRTHDAY FLOWERS MAY, JUNE, JULY 24 ALPINEFLOR 78415 7524 E. M-36 09/17/2024 Ν 124.50 P.O. BOX 219 08/30/2024 HAMBURG MI, 48139 / / 0.0000 Ν 0.00 09/17/2024 Ν 124.50 Open GL NUMBER DESCRIPTION AMOUNT 101-820.000-804.000 SENIOR PROGRAMS 36.00 101-820.000-804.000 SENIOR PROGRAMS 36.00 52.50 101-820.000-804.000 SENIOR PROGRAMS 124.50

124.50 VENDOR TOTAL: AMAZONCO01 AMAZON CAPITAL SERVICES 09/09/2024 167X-YFWJ-KC6L GEN AUGUST 2024 P.O BOX 035184 1,573.60 78354 09/17/2024 N 09/01/2024 / / SEATTLE WA, 98124-5184 0.0000 Ν 0.00 09/17/2024 Ν 1,573.60 Open GL NUMBER DESCRIPTION AMOUNT 101-000.000-239.300 SENIOR CENTER ACTIVITY FUND 554.49 101-262.000-752.001 SUPPLIES FOR ELECTIONS 8.82 39.99 101-275.000-752.000 SUPPLIES & SMALL EOUIPMENT 319.36 101-820.000-804.000 SENIOR PROGRAMS 101-820.000-900.200 NEWSLETTER/PUBLICATIONS 86.20 206-000.000-752.000 SUPPLIES & SMALL EQUIPMENT (15.01)

SUPPLIES & SMALL EQUIPMENT

SUPPLIES & SMALL EQUIPMENT

VEHICLE MAINTENANCE

1,573.60

152.87 35.99

390.89

VENDOR TOTAL: 1,573.60

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

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2605199

GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount Sep CK City/State/Zip Disc. Date Disc. % Discount Invoice Date Due Date 1099 Net. Amount.

09/10/2024

245.25 78423 7718 SOLUTION CENTER 09/17/2024 Ν 09/09/2024 CHICAGO IL, 60677-7007 / / 0.0000 Ν 0.00 Ν 245.25 09/17/2024

Open

GL NUMBER DESCRIPTION AMOUNT

101-275.000-752.000 SUPPLIES & SMALL EQUIPMENT 245.25

245.25 VENDOR TOTAL: 09/10/2024 21664 CHAIN OF LAKES TREATMENT 13.25 ACRES AOUAWEEDCT AOUA-WEED CONTROL INC. GEN 414 HADLEY ST 78409 09/17/2024 Ν 17,827.50 07/26/2024 HOLLY MI, 48442 / / 0.0000 Ν 0.00 09/17/2024 Ν 17,827.50 Open

GL NUMBER DESCRIPTION AMOUNT 252-000.000-803.000 AQUATIC WEED CONTROL 17,827.50

09/10/2024 21745 CHAIN OF LAKES TREATED (1.25 ACRES) AOUAWEEDCT AOUA-WEED CONTROL INC. GEN 78426 09/17/2024 414 HADLEY ST 10,190.00 Ν 08/21/2024 HOLLY MI, 48442 0.0000 Ν / / 0.00 09/17/2024 Ν 10,190.00

Open

GL NUMBER DESCRIPTION AMOUNT

252-000.000-803.000 AQUATIC WEED CONTROL 10,190.00

28,017.50 VENDOR TOTAL: 09/09/2024 BIOTECHAG1 BIOTECH AGRONOMICS, INC. 3830 GEN LOAD, TRANSPORT AND LAND APPLICATION 78357 1651 BEULAH HWY. 09/17/2024 52,528.30 N 08/29/2024 BEULAH MI, 49617 / / 0.0000 Ν 0.00 09/17/2024 Ν 52,528.30

Open

AMOUNT GL NUMBER DESCRIPTION

590-537.000-917.600 SLUDGE REMOVAL EXPENSE WWTP 52,528.30

> VENDOR TOTAL: 52,528.30

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BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address Hold CK Run Date PO Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount Due Date 1099 Net Amount BOUND TREE MEDICAL, LLC 09/09/2024 85463136 GEN FD - SCENE SUPPLIES BOUNDTREE1 78358 23537 NETWORK PLACE 09/17/2024 20240422 Ν 1,469.45 08/26/2024 CHICAGO IL, 60673-1235 / / 0.0000 Ν 0.00 Υ 09/17/2024 1,469.45 Open GL NUMBER AMOUNT AMT RELIEVED DESCRIPTION 206-000.000-754.000 SURE TEMP ELEC THERMOMETER 1,265.97 1,265.97 PROBE COVERS, SURE TEMP 690 206-000.000-754.000 49.98 49.98 10.10 10.10 206-000.000-754.000 SUCTION TUBING 206-000.000-754.000 STIFNECK COLLAR, ADULT 143.40 143.40 1,469.45 1,469.45

					,	
C&CSPORTS1	C & C SPORTS, INC.	09/09/2024	314142	GEN	VEHICLE MAINTENANCE 2012 POLARIS R	AN
78393	8090 W. GRAND RIVER	09/17/2024	20240472	N	263.33	3
09/06/2024	BRIGHTON MI, 48114	/ /	0.0000	N	0.00	J
		09/17/2024		N	263.33	3
Open						

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED 207-000.000-932.000 VEHICLE MAINTENANCE PARTS & LABOR 263.33 263.33

VENDOR TOTAL: 263.33

VENDOR TOTAL:

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1,469.45

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

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UNJOURNALIZED OPEN

09/09/2024

BANK CODE: GEN

2982

GEN

Invoice Description Vendor Code Vendor name Post Date Invoice Bank Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. Date Disc. % Sep CK Discount Invoice Date Due Date 1099 Net. Amount.

78359 P.O. BOX 1359 09/17/2024 N 5,139.75 08/28/2024 HIGHLAND MI, 48357 // 0.0000 N 0.00 09/17/2024 N 5,139.75

Open

GL NUMBER DESCRIPTION AMOUNT

C & E CONSTRUCTION CO., INC.

590-527.000-934.200 GRINDER PUMP REPLACEMENT 5,139.75

2984 C & E CONSTRUCTION CO., INC. 09/10/2024 C&ECONTR01 GEN GRINDER PUMP REPLACEMENT 8740 PLEASA 09/17/2024 78411 P.O. BOX 1359 Ν 5,139.75 09/03/2024 HIGHLAND MI, 48357 / / 0.0000 N 0.00 5,139.75 09/17/2024 Ν

Open

GL NUMBER DESCRIPTION AMOUNT

590-527.000-934.200 GRINDER PUMP REPLACEMENT 5,139.75

C & E CONSTRUCTION CO., INC. 09/10/2024 2985 GEN GRINDER PUMP REPLACEMENT 6179 COWELL C&ECONTR01 09/17/2024 78410 P.O. BOX 1359 Ν 5,139.75 / / 09/05/2024 HIGHLAND MI, 48357 0.0000 Ν 0.00 09/17/2024 Ν 5,139.75

Open

GL NUMBER DESCRIPTION AMOUNT

590-527.000-934.200 GRINDER PUMP REPLACEMENT 5,139.75

09/09/2024 1060132126 CAPITLTIRE CAPITAL TIRE INC. GEN TIRES FOR DIRECTORS CAR 78360 1310 ACADEMY STREET 09/17/2024 20240441 Ν 600.00 08/27/2024 FERNDALE MI, 48220 / / 0.0000 Ν 0.00 09/17/2024 600.00 Open

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED

207-000.000-932.000 GOO WRANGLER TERRITORY 275/65R18 600.00 600.00

600.00

15,419.25

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GRINDER PUMP REPLACEMENT 9690 BLUE W

VENDOR TOTAL:

VENDOR TOTAL:

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DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. Date Disc. % Discount Invoice Date Sep CK Due Date 1099 Net Amount CHARTERC01 CHARTER COMMUNICATIONS 08/27/2024 0103913082224 GEN SEN CTR 08/22-09/21/24 262.58 78316 PO BOX 94188 09/17/2024 Ν 08/22/2024 PALATINE IL, 60094-4188 / / 0.0000 Ν 0.00 Ν 262.58 09/17/2024 Open

GL NUMBER DESCRIPTION AMOUNT 101-820.000-853.000 PHONE/COMM/INTERNET 262.58

262.58 VENDOR TOTAL: 09/09/2024 90924 REFUND OVER PAYMENT 24 TAX 4715 31 1 MISC REFUN CHRISTOPHER & CARRIE ZIEGMAN GEN 78417 11104 MCGREGOR RD 09/17/2024 N 3,066.65 09/10/2024 RINCKNEY MI, 48169 / / 0.0000 Υ 0.00 09/17/2024 Ν 3,066.65 Open

GL NUMBER DESCRIPTION AMOUNT 703-000.000-275.000 OVER/UNDER PAYMENTS 3,066.65

VENDOR TOTAL: 3,066.65 CORRIGAN01 CORRIGAN TOWING 09/10/2024 8168794-IN GEN B&G/P7R DYED ULTRA LOW SULFUR #2 237 78407 775 N. SECOND STREET 09/17/2024 Ν 661.89 09/04/2024 BRIGHTON MI, 48116 / / 0.0000 Ν 0.00 09/17/2024 Ν 661.89 Open THUIOMA GL NUMBER DESCRIPTION 101-265.000-758.000 DIESEL FUEL 330.95 330.94 101-751.000-758.000 DIESEL FUEL

VENDOR TOTAL: 661.89

661.89

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. Date Disc. % Sep CK Discount Invoice Date 1099 Due Date Net Amount 917745 CULLIGAN01 CRH OHIO LTD 09/09/2024 GEN PD WATER FILTER EQUIPMENT 09/01/24 -78394 D/B/A CULLIGAN OF ANN ARBOR/DETROIT 09/17/2024 20240474 Ν 52.00 46902 LIBERTY DRIVE 08/31/2024 WIXOM MI, 48393 / / 0.0000 Ν 0.00 09/17/2024 N 52.00 Open DESCRIPTION AMOUNT AMT RELIEVED GL NUMBER 207-000.000-801.000 WATER FILTER EQUIPMENT 52.00 52.00 52.00 VENDOR TOTAL: CSM MECHANICAL LLC 09/10/2024 3863 CSMMECH GEN WWTP MOTOR REPAIR 78416 1235 HOLDEN AVE 09/17/2024 Ν 1,588.76 / / Ν 09/06/2024 MILFORD MI, 48381 0.0000 0.00 09/17/2024 Υ 1,588.76 Open GL NUMBER DESCRIPTION AMOUNT 590-537.000-934.100 1,588.76 PUMP & MAIN REPAIR/MAINTENANCE VENDOR TOTAL: 1,588.76 24-12311 ELCTSOURC1 ELECTION SOURCE 09/09/2024 GEN FULL SERVICE TESTING 78363 4615 DANVERS DRIVE, SE 09/17/2024 4,056.50 Ν 08/21/2024 GRAND RAPIDS MI, 49512 / / 0.0000 Ν 0.00 09/17/2024 Ν 4,056.50 Open GL NUMBER DESCRIPTION AMOUNT 101-262.000-752.001 4,056.50 SUPPLIES FOR ELECTIONS

4,056.50

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VENDOR TOTAL:

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207-000.000-752.000

101-820.000-955.000

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

SUPPLIES & SMALL EQUIPMENT

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BANK CODE: GEN

Invoice Description Vendor Code Vendor name Post Date Invoice Bank Ref # Address Hold CK Run Date PO Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount 1099 Due Date Net Amount HAMBURGHAR HAMBURG HARDWARE 09/09/2024 8312024 GEN AUGUST 2024 6458 M-36 911.63 78362 09/17/2024 Ν 08/31/2024 WHITMORE LAKE MI, 48189 / / 0.0000 Ν 0.00 Ν 911.63 09/17/2024 Open GL NUMBER DESCRIPTION AMOUNT 101-265.000-752.000 SUPPLIES & SMALL EQUIPMENT 215.87 590-527.000-752.000 182.84 SUPPLIES & SMALL EQUIPMENT 436.43 206-000.000-752.000 SUPPLIES & SMALL EQUIPMENT

19.96

56.53

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						VENI	OOR TOTAL:	911.63
HRT	HIGH RISK T	RAINING LLC	09/09/2024	INV-117189	GEN	PD SWA	r equipment	
78364	2500 CREEKV	VAY DR	09/17/2024	20240444	N			342.33
08/29/2024	COLUMBUS OF	H, 43207	/ /	0.0000	N			0.00
			09/17/2024		Y			342.33
Open								
GL NUMBER		DESCRIPTION				AMOUNT A	AMT RELIEVED	
207-000.000-	807.000	HRT HRAC ADAPTIVE	PLATE CARRIER MEDIU	M M	1	57.21	157.21	
207-000.000-	807.000	HRT RESPONSE PLACA	ARD MC			72.21	72.21	
207-000.000-	807.000	HRT QUICK RELEASE	CUMMERBUND		1	01.96	101.96	
207-000.000-	807.000	SHIPPING/INSURANCE				10.95	10.95	
				_	3	42.33	342.33	
						17ENII	OOR TOTAL:	342.33

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

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BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address Hold CK Run Date PO Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount 1099 Due Date Net Amount HRNVLLYGUN HURON VALLEY GUNS, LLC 09/09/2024 211070 GEN PD UNIFORM & ACCESSORIES - LOCKE 78365 56477 GRAND RIVER AVE. 09/17/2024 20240454 Ν 219.94 08/12/2024 / / 0.0000 Ν 0.00 NEW HUDSON MI, 48165 Υ 09/17/2024 219.94 Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.000	ALTERATION SGT PATCHES	18.00	18.00
207-000.000-768.000	SEW ON PATCHES	18.00	18.00
207-000.000-768.000	SGT COLLAR BRASS	13.99	13.99
207-000.000-768.000	UNDERVEST SS SHIRT	45.99	45.99
207-000.000-768.000	SGT MILITARY PIN	9.99	9.99
207-000.000-807.000	SWAT OPERATOR PIN-MASTER	15.99	15.99
207-000.000-768.000	PANDO GARRISON BELT	37.99	37.99
207-000.000-768.000	TEXTROP SS SHIRT	59.99	59.99

HRNVLLYGUN 78395 08/26/2024	HURON VALLEY GUNS, LLC 56477 GRAND RIVER AVE. NEW HUDSON MI, 48165	09/09/2024 09/17/2024 / / 09/17/2024	211556 20240475 0.0000	GEN N N Y	PD UNIFORM PANTS - DEBOTTIS	49.99 0.00 49.99
Open						

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED MEN'S 5.11 TACLITE PRO PANTS 207-000.000-768.000 49.99 49.99

			VENDOR TOTAL:	269.93
HUTSONINC1	HUTSON, INC.	09/09/2024 10581775	GEN B&G FILLER CAP	
78366	3915 TRACTOR DRIVE	09/17/2024	N	30.07
08/27/2024	HOWELL MI, 48855	/ / 0.0000	N	0.00
		09/17/2024	N	30.07
Open				
GL NUMBER	DESCRIPTION		AMOUNT	
AT MOMPER	DESCRIFIION		AMOUNI	

101-265.000-931.000 EQUIPMENT MAINT/REPAIR 30.07 30.07 VENDOR TOTAL:

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219.94

219.94

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

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Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zip		Invoice PO Disc. %	Bank Invoice Description Hold Sep CK 1099	Gross Amount Discount Net Amount
IMAGEBUSIN 78406	IMAGE BUSINESS SOLUTIONS, INC 28339 BECK RD SUITE F2	09/10/2024 09/17/2024	266236	GEN PD CONTRACT BILLIN N	G 80.72
09/09/2024	WIXOM MI, 48393	/ / 09/17/2024	0.0000	N N	0.00 80.72
Open					

GL NUMBER DESCRIPTION

207-000.000-752.000 SUPPLIES & SMALL EQUIPMENT AMOUNT 80.72

						V	ENDOR	TOTAL:	80.72
JJJINKLE01	J. J. JIN	NKLEHEIMER & CO. INC.	09/09/2024	91499	GEN	FD -	INV :	#91499 UNIFORMS	
78367	2705 E. C	GRAND RIVER AVE.	09/17/2024	20240461	N				150.93
08/29/2024	HOWELL MI	I, 48843	/ /	0.0000	N				0.00
			09/17/2024		N				150.93
Open									
GL NUMBER		DESCRIPTION				AMOUNT	AMT	RELIEVED	
206-000.000-	768.000	CAP, FLEX FIT				19.95		19.95	
206-000.000-	768.000	POLO, 2/LG				89.98		89.98	
206-000.000-	768.000	JOB SHIRT				15.00		15.00	
206-000.000-	768.000	EMBROIDERY				26.00		26.00	
					1	50.93		150.93	
						V	ENDOR	TOTAL:	150.93

ASSUREDP01	JAYS ASSURED PEST CONTROL LLC	09/10/2024	6426	GEN	MONTHLY SERVICE -TREATMENT 8/31 & 9/
78408 08/31/2024	P.O. BOX 591 BRIGHTON MI, 48116-0591	09/17/2024 / /	0.0000	N N	268.00 0.00
Open		09/17/2024		Y	268.00
GL NUMBER	DESCRIPTION				AMOUNT

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-801.000		32.50
206-000.000-801.000	CONTRACTUAL SERVICES	70.00
206-000.000-801.000	CONTRACTUAL SERVICES	55.00
207-000.000-801.000	CONTRACTUAL SERVICES	78.00
101-820.000-801.000	CONTRACTUAL SERVICES	32.50
		268.00

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Vendor Code

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BANK CODE: GEN

Post Date Invoice Bank Invoice Description

Ref # Address CK Run Date PO Hold
Invoice Date City/State/Zip Disc. Date Disc. % Sep CK

 MISC REFUN
 JOSHUA & LESLIE POPE
 09/09/2024
 91024
 GEN
 REFUND OVER PAYMENT OF 24 TAX 4715-3

 78414
 11630 ALGONOUIN DR
 09/17/2024
 N
 1,261.54

09/10/2024 PINCKNEY MI, 48169 // 0.0000 Y 0.000 1,261.54

Open

GL NUMBER DESCRIPTION AMOUNT

703-000.000-275.000 OVER/UNDER PAYMENTS 1,261.54

1,261.54 VENDOR TOTAL: 09/09/2024 643053 GEN KENNEDYI01 KENNEDY INDUSTRIES, INC. DPW ORE STATION OPEN ARM WITH BOLT P.O. BOX 930079 78368 09/17/2024 Ν 162.51 08/19/2024 / / 0.0000 Ν 0.00 WIXOM MI, 48393 09/17/2024 Ν 162.51 Open

GL NUMBER DESCRIPTION AMOUNT 590-527.000-934.100 PUMP & MAIN REPAIR/MAINTENANCE 162.51

VENDOR TOTAL: 162.51

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Gross Amount

Discount

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UNJOURNALIZED OPEN

BANK CODE: GEN

Invoice Description Vendor Code Vendor name Post Date Invoice Bank Ref # Address Hold CK Run Date PO Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount 1099 Due Date Net. Amount. 09/09/2024 08302024 FD UNIFORM CLEANING FEES AUGUST 2024 KINGKLEA01 KING KLEANERS GEN 5589 E. M-36 78369 09/17/2024 20240470 Ν 228.50 SUITE B3 08/30/2024 PINCKNEY MI, 48169 / / 0.0000 Ν 0.00 09/17/2024 Υ 228.50 Open GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED 206-000.000-768.000 UNIFORM CLEANING AUGUST 2024 228.50 228.50 09/09/2024 08302024 PD - UNIFORM DRY CLEANING 08/08/24 -KINGKLEA01 KING KLEANERS GEN 78396 5589 E. M-36 09/17/2024 20240471 254.00 Ν SUITE B3 / / 08/31/2024 PINCKNEY MI, 48169 0.0000 Ν 0.00 09/17/2024 Υ 254.00 Open GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED 207-000.000-768.000 PD UNIFORM DRY CLEANING 254.00 254.00 SEN CTR LAUNDRY KINGKLEA01 KING KLEANERS 09/09/2024 8312024 GEN 5589 E. M-36 78373 09/17/2024 Ν 45.00 SUITE B3 0.0000 0.00 08/31/2024 PINCKNEY MI, 48169 / / N 09/17/2024 Υ 45.00 Open GL NUMBER DESCRIPTION AMOUNT 101-820.000-804.000 SENIOR PROGRAMS 45.00 VENDOR TOTAL: 527.50 09/09/2024 8312024 GEN FD LED BULB LAKELAND01 LAKELAND ACE HARDWARE, INC. 78370 PO BOX 1000 09/17/2024 Ν 37.98 08/13/2024 PINCKNEY MI, 48169 / / 0.0000 Ν 0.00 09/17/2024 Ν 37.98 Open GL NUMBER DESCRIPTION AMOUNT 206-000.000-752.000 SUPPLIES & SMALL EQUIPMENT 37.98

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DB: Hamburg

GL NUMBER

101-000.000-239.800

DESCRIPTION

LETS TRANSPORTATION FEE

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EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN Post Date Invoice Bank

Vendor Code Vendor name Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Invoice Date Disc. Date Disc. % Sep CK Discount Due Date 1099 Net. Amount. LIVINGST28 LCGIS 09/09/2024 13383 GEN PD 3RD OUARTER OSSI 2024 CONNECTION 78371 304 E. GRAND RIVER, STE. 101 09/17/2024 20240453 Ν 900.00 07/16/2024 HOWELL MI, 48843 / / 0.0000 Ν 0.00 Ν 900.00 09/17/2024 Open AMOUNT AMT RELIEVED GL NUMBER DESCRIPTION 207-000.000-933.000 OSSI CONNECTION FEES 900.00 900.00 900.00 VENDOR TOTAL: LIVINGST12 LIVINGSTON COUNTY REGISTER OF DEEDS 09/10/2024 090924 GEN SEWER CONNECTION AGREEMENT / EASEMENT 200 E. GRAND RIVER AVE. 78412 09/17/2024 Ν 60.00 SUITE 3 09/09/2024 / / 0.0000 0.00 HOWELL MI, 48843 Ν 09/17/2024 Ν 60.00 Open GL NUMBER DESCRIPTION AMOUNT 590-538.000-955.000 SUNDRY 60.00 LIVINGST12 LIVINGSTON COUNTY REGISTER OF DEEDS 09/10/2024 90924 EASEMENT GRANT FORM YASHIN GEN 78413 200 E. GRAND RIVER AVE. 09/17/2024 30.00 Ν SUITE 3 09/09/2024 HOWELL MI, 48843 / / 0.0000 0.00 Ν 09/17/2024 Ν 30.00 Open GL NUMBER DESCRIPTION AMOUNT 590-527.000-955.000 SUNDRY 30.00 VENDOR TOTAL: 90.00 LIVINGST02 LIVINGSTON COUNTY TREASURER 09/09/2024 13495 GEN JULY 2024 78361 LIVINGSTON COUNTY COURT HOUSE 09/17/2024 Ν 2,070.00 200 E. GRAND RIVER 0.00 / / 0.0000 09/04/2024 HOWELL MI, 48843-2398 Ν 09/17/2024 Ν 2,070,00 Open

VENDOR TOTAL:

AMOUNT

2,070.00

2,07

62

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MERITLAB01

MERIT LABORATORIES

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

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5,560.00

63

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. Date Invoice Date Disc. % Sep CK Discount 1099 Due Date Net. Amount.

09/09/2024 178 GEN FD - TANKER 11 MAINTENANCE INV #178 B&BTRUCKEO MASON DYNAMICS, INC. 78355 922 WEST RIVER CENTER DR. NE 09/17/2024 20240469 Ν 580.00 09/04/2024 COMSTOCK PARK MI, 49321 / / 0.0000 Ν 0.00 09/17/2024 Ν 580.00 Open

 GL NUMBER
 DESCRIPTION
 AMOUNT
 AMT RELIEVED

 206-000.000-932.000
 LABOR/INSPECT/REPAIR/DRIVE TO UNIT
 560.00
 560.00

 206-000.000-932.000
 SHOP SUPPLIES
 20.00
 20.00

580.00 580.00

VENDOR TOTAL: 580.00 09/09/2024 64619 MERITLAB01 MERIT LABORATORIES GEN WWTP HAMBURG TESTING 78376 2680 EAST LANSING DRIVE 09/17/2024 Ν 2,896.00 08/30/2024 EAST LANSING MI, 48823 / / 0.0000 Ν 0.00 09/17/2024 Υ 2,896,00 Open GL NUMBER AMOUNT DESCRIPTION 2,896.00 590-537.000-952.000 LAB ANALYSIS - WWTP

78377 2680 EAST LANSING DRIVE 09/17/2024 N 2,664.00 08/30/2024 EAST LANSING MI, 48823 // 0.0000 N 0.00

09/09/2024

09/17/2024 Y 2,664.00 Open

64621

GEN

WWTP PORTAGE LAKE TESTING

VENDOR TOTAL:

GL NUMBER DESCRIPTION AMOUNT 590-537.000-952.100 LAB ANALYSIS FEES - PORTAGE 2,664.00

MIHOSTAGE1 MI ASSOC. OF HOSTAGE NEGOTIATORS 09/09/2024 09092024 GEN PD MAHN CONFERENCE OCTOBER 2024-HOGA 78398 C/O JEFF THOMPSON 09/17/2024 20240473 Ν 190.00 P.O. BOX 51563 09/09/2024 KALAMAZOO MI, 49005-1563 / / 0.0000 Ν 0.00 09/17/2024 Υ 190.00 Open

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED 207-000.000-916.000 MAHN OCTOBER 2024 CONFERENCE HOGAN 190.00 190.00

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

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BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description

Vendor Code Ref # Invoice Date	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
					VENDOR TOTAL:	190.00
DELANCEYMI 78425 09/10/2024	MICHELLE DELANCEY 6966 JENNINGS RD ANN ARBOR MI, 48105	09/10/2024 09/17/2024 / / 09/17/2024	9102024	GEN N N N	REIMBURSEMENT MILEAGE	GRAND TRAVERSE 300.16 0.00 300.16
Open						
GL NUMBER 101-201.000-8	DESCRIPTION 61.000 MILEAGE				MOUNT 0.16	
					VENDOR TOTAL:	300.16
MIASOCCH01 78397	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE 3474 ALAIEDON PKWY., SUITE 600	09/09/2024 09/17/2024	200012778 20230093	GEN N	LEVEL B - ACCREDITATI	ON CONTINUATION 700.00
02/12/2024 Open	OKEMOS MI, 48864-3975	/ / 09/17/2024	0.0000	N N		0.00 700.00
GL NUMBER 207-000.000-7	DESCRIPTION 56.000 ACCREDITATION CONTINUATI	ON FEE			MOUNT AMT RELIEVED 700.00	
					VENDOR TOTAL:	700.00
MIFIRCHIEF 78375 09/01/2024 Open	MICHIGAN ASSOCIATION OF FIRE CHIEFS 5967 BEDFORD PL ANN ARBOR MI, 48105	09/09/2024 09/17/2024 / / 09/17/2024	08079 20240460 0.0000	GEN N N Y	FD - INV #08079 MEME	BERSHIP RENEWAL, 85.00 0.00 85.00
GL NUMBER 206-000.000-9	DESCRIPTION 58.000 MEMBERSHIPF RENEWAL				MOUNT AMT RELIEVED 5.00 85.00	

85.00

VENDOR TOTAL:

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Invoice Date

DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Invoice Description Vendor Code Vendor name Post Date Invoice Bank Ref # Address CK Run Date PO Hold Sep CK City/State/Zip Disc. Date Disc. %

Due Date 1099 Net. Amount. MIASSOCI02 MICHIGAN ASSOCIATION OF POLICE 09/09/2024 200013690 GEN PD MACP WINTER 2025 CONFERENCE-NISEN 78380 667 E. BIG BEAVER, SUITE 109 09/17/2024 20240458 Ν 280.00

08/30/2024 TROY MI, 48083 / / 0.0000 Ν 0.00 09/17/2024 Ν 280.00

AMOUNT AMT RELIEVED GL NUMBER DESCRIPTION

207-000.000-916.000 CONFERENCE FEE-NISENBAUM 280.00 280.00

200013691 MICHIGAN ASSOCIATION OF POLICE 09/09/2024 PD MACP WINTER 2025 CONFERENCE-DUHAI MIASSOCI02 78379 667 E. BIG BEAVER, SUITE 109 20240458 09/17/2024 N 280.00 TROY MI, 48083 08/30/2024 / / 0.0000 Ν 0.00 09/17/2024 Ν 280.00

Open

Open

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED

207-000.000-916.000 CONFERENCE FEE-DUHAIME 280.00 280.00

MICHIGAN MUNICIPAL LEAGUE LIABILITY 09/09/2024 0003063 GEN MML LIMITED ASSOCIATE MEMBER DUES-FU MMLLIABILI 78374 AND PROPERTY POOL 09/17/2024 Ν 200.00 P.O. BOX 972067 09/02/2024 YPSILANTI MI, 48197-0835 / / 0.0000 Ν 0.00 09/17/2024 Ν 200.00

Open

GL NUMBER DESCRIPTION AMOUNT

101-101.000-958.000 DUES/SUBSCRIP/RECERTIFICATION 200.00

> VENDOR TOTAL: 200.00

VENDOR TOTAL:

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Gross Amount

Discount

560.00

P.O. BOX 30350

LANSING MI, 48909-7850

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INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

0.0000

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Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. Date Disc. % Sep CK Discount Invoice Date Due Date 1099 Net. Amount. MICHIGANST MICHIGAN STATE DISBURSEMENT UNIT 09/10/2024 9092024 GEN CASE#912854739 PAYROLL 08/26/24-09/0

09/17/2024

09/17/2024

/ /

Open

78420

09/09/2024

GL NUMBER DESCRIPTION AMOUNT 101-000.000-228.010 MI CHILD SUPPORT WITHHOLDING 380.46

90924 09/10/2024 CASE# 913255499 PAYROLL 08/26/24-09/ MICHIGANST MICHIGAN STATE DISBURSEMENT UNIT GEN P.O. BOX 30350 09/17/2024 78419 N 139.54 09/09/2024 LANSING MI, 48909-7850 / / 0.0000 N 0.00 09/17/2024 Ν 139.54

Open

GL NUMBER DESCRIPTION AMOUNT 101-000.000-228.010 MI CHILD SUPPORT WITHHOLDING 139.54

MICHIGAN STATE DISBURSEMENT UNIT 09/10/2024 91224 CASE#810013564 PAYROLL 08/26/24-09/0 MICHIGANST GEN 09/17/2024 78418 P.O. BOX 30350 Ν 59.08 / / 09/09/2024 LANSING MI, 48909-7850 0.0000 Ν 0.00 09/17/2024 Ν 59.08

Open

GL NUMBER DESCRIPTION AMOUNT 101-000.000-228.010 MI CHILD SUPPORT WITHHOLDING 59.08

VENDOR TOTAL: 579.08 09/11/2024 880000445-3 MOBILE COM MOBILE COMMUNICATIONS AMERICA INC GEN FD PANASONIC SERIALIZED (4) 78433 PO BOX 1458 09/17/2024 24,287.00 N 08/29/2024 CHARLOTTE NC, 28201 / / 0.0000 Ν 0.00 09/17/2024 24,287.00 Open

GL NUMBER DESCRIPTION AMOUNT 206-000.000-980.000 CAPITAL EQUIPMENT/CAPITAL IMP 24,287.00

VENDOR TOTAL: 24,287.00

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380.46

380.46

0.00

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EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount Sep CK City/State/Zip Disc. Date Disc. % Discount Invoice Date Due Date 1099 Net. Amount. CHCS382047 PINCKNEY01 PINCKNEY CHRYSLER DODGE JEEP RAM 09/09/2024 PD VEH MAINTENANCE REPAIRS, BRAKES 2 GEN 78382 PO BOX 109 09/17/2024 20240440 Ν 752.64 1295 E-M6 08/27/2024 PINCKNEY MI, 48169 / / 0.0000 Ν 0.00 09/17/2024 Υ 752.64 Open GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED 207-000.000-932.000 BRAKE REPAIRS 752.64 752.64 PINCKNEY CHRYSLER DODGE JEEP RAM 09/09/2024 CHCS382140 PINCKNEY01 GEN PD VEH MAINTENANCE REPAIRS, TO SGT WA 78381 PO BOX 109 09/17/2024 20240448 1,108.45 Ν 1295 E-M6 08/28/2024 PINCKNEY MI, 48169 / / 0.0000 Ν 0.00 09/17/2024 Υ 1,108.45 Open GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED 207-000.000-932.000 VEHIICLE REPAIRS 1,108.45 1,108.45 VENDOR TOTAL: 1,861.09 PLANTEMO01 PLANTE & MORAN, PLLC 09/10/2024 10307801 GEN AUDIT SERVICES 2024 78424 16060 COLLECTIONS CENTER DR 09/17/2024 Ν 19,590.00 09/04/2024 CHICAGO IL, 60693 / / 0.0000 Ν 0.00 09/17/2024 Ν 19,590.00 Open GL NUMBER DESCRIPTION AMOUNT 101-275.000-954.000 AUDIT 7,475.00 207-000.000-801.000 CONTRACTUAL SERVICES 2,100.00 206-000.000-801.000 CONTRACTUAL SERVICES 2,100.00 204-000.000-801.000 1,020.00 CONTRACTUAL SERVICES 590-527.000-801.000 CONTRACTUAL SERVICES 5,475.00 101-275.000-954.000 877.56 AUDIT 207-000.000-801.000 CONTRACTUAL SERVICES 115.02 206-000.000-801.000 CONTRACTUAL SERVICES 106.50 204-000.000-801.000 53.96 CONTRACTUAL SERVICES 590-527.000-801.000 CONTRACTUAL SERVICES 266.96

19,590.00

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DB: Hamburg

Vendor Code

09/12/2024

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Post Date Invoice Bank Invoice Description

0.0000

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Vendor name Ref # Address Hold CK Run Date PO City/State/Zip Disc. Date Disc. % Invoice Date Sep CK

1099 Due Date Net Amount POLICEBND1 POLICE BOND FUND 09/10/2024 09092024 GEN SEPT 24 78421 848.00 09/17/2024 Ν

/ /

09/17/2024

Open

GL NUMBER DESCRIPTION AMOUNT

101-000.000-231.100 DUE TO UNION DUES 848.00

848.00 VENDOR TOTAL: 09/11/2024 9112024 GEN HAMBURG TW-P EPSEPS1000021291- ACCT USPOSTMA01 POSTMASTER 09/17/2024 78432 N 5,000.00 09/11/2024 / / 0.0000 Ν 0.00 09/17/2024 Ν 5,000.00

Open

GL NUMBER DESCRIPTION AMOUNT 5,000.00 101-262.000-851.000 POSTAGE

VENDOR TOTAL: 5,000.00 ROBERTSC01 ROBERTS WELL DRILLING 09/10/2024 209418 GEN P&R CONCESSION STAND PUMP REPAIR 78402 800 REASON RD. 09/17/2024 Ν 4,090.00 08/20/2024 PINCKNEY MI, 48169 / / 0.0000 Ν 0.00 Υ 09/17/2024 4,090.00

Open

DESCRIPTION TIMIJOMA GL NUMBER 101-751.000-930.005 MAINTENANCE PARK FACILITIES 4,090.00

> 4,090.00 VENDOR TOTAL:

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Gross Amount

Discount

0.00

848.00

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DB: Hamburg

REFUND TAX

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Post Date Invoice Bank Invoice Description

Vendor name Vendor Code Ref # Address Hold CK Run Date PO Invoice Date City/State/Zip Disc. Date Disc. % Sep CK

> Due Date 1099 Net Amount 09/10/2024 091024 GEN REFUND OVERPAYMENT OF TAX

78427 5966 WINANS DR 09/17/2024 Ν 2,604.12 09/10/2024 BRIGHTON MI, 48116 / / 0.0000 Υ 0.00

Ν 2,604.12 09/17/2024

Open

RONALD CULPEPPER

GL NUMBER DESCRIPTION AMOUNT 703-000.000-222.500 DUE TO COUNTY SET 1,682.50

703-000.000-222.101 895.84 DUE TO COUNTY TAXES 25.78 703-000.000-214.300 DUE TO GENERAL ADMIN FEES

2,604.12

VENDOR TOTAL: 2,604.12

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Gross Amount

Discount

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DB: Hamburg

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BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address Hold CK Run Date PO Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount 1099 Due Date Net. Amount. SECURITY LOCK SERVICE, INC. SECURITY02 09/09/2024 001449 GEN PD REWORK OF PATENT KEYS TO NEW SYST

78386 401 WASHINTON STREET 09/17/2024 20240465 N 4,443.00 08/27/2024 BRIGHTON MI, 48116 // 0.0000 N 0.00 4,443.00

Open

AMOUNT AMT RELIEVED GL NUMBER DESCRIPTION 207-000.000-967.000 KABA DUP KEY 200.00 200.00 2,880.00 2,880.00 207-000.000-967.000 HIGH SECURITY KABA PEAKS CYLINDER 78.00 207-000.000-967.000 78.00 SERVICE CALL TABOR 580.00 580.00 207-000.000-967.000 207-000.000-967.000 COMMERCIAL DOUBLE DEADBOLT 85.00 85.00 207-000.000-967.000 ADDITIONAL HIGH SEC KABA PEAK CYLINDER 540.00 540.00 207-000.000-967.000 KABA DUP ADDIITONAL KEYS 80.00 80.00 4,443.00 4,443.00

SECURITY LOCK SERVICE, INC. 09/09/2024 GEN FD - STA 11 DOOR/FRAME SECURITY02 001451 2,577.20 78387 401 WASHINTON STREET 09/17/2024 20240466 Ν 09/04/2024 BRIGHTON MI, 48116 / / 0.0000 M 0.00 09/17/2024 Ν 2,577.20

Open

AMOUNT AMT RELIEVED GL NUMBER DESCRIPTION 206-000.000-930.003 DOOR/FRAME 1,033.20 1,033.20 206-000.000-930.003 LABOR 1,450.00 1,450.00 206-000.000-930.003 160V PERIMETER SEAL 54.00 54.00 206-000.000-930.003 ANCHOR KIT 40.00 40.00 2,577.20 2,577.20

SECURITY02 SECURITY LOCK SERVICE, INC. 09/09/2024 001452 GEN SEN CTR THRESHOLD FOR WEST DOOR 78385 401 WASHINTON STREET 09/17/2024 N 412.00 / / 09/04/2024 BRIGHTON MI, 48116 0.0000 Ν 0.00 09/17/2024 Ν 412.00 Open

GL NUMBER DESCRIPTION AMOUNT 101-820.000-931.000 EQUIPMENT MAINT/REPAIR 412.00

VENDOR TOTAL: 7,432.20

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206-000.000-768.000

UNIFORMS/ACCESSORIES

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DB: Hamburg

# INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

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			BANK CODE	: GEN			
Vendor Code Ref # Invoice Date	Vendor name Address City/State/		Post Date CK Run Date Disc. Date	Invoice PO Disc. %	Bank Hold Sep C	Invoice Description	Gross Amount Discount
			Due Date		1099		Net Amount
STAPLESI02 78383 08/31/2024	STAPLES ADVANTAGE P.O. BOX 660409 DALLAS TX, 75266-0409		09/09/2024 09/17/2024 / / 09/17/2024	7002029269	GEN N N N	LEGAL PAPER/LETTERS	72.09 0.00 72.09
Open			09/17/2024		IN		72.09
GL NUMBER  101-275.000-752.000  DESCRIPTION  SUPPLIES & SMALL EQUIPM			NT			AMOUNT 72.09	
						VENDOR TOTAL:	72.09
DTMBREFND1 78384	STATE OF MI DEPT. OF MA P.O. BOX 30	NAGEMENT & BUDGET	09/09/2024 09/17/2024	24-000798 20240445	GEN N	PD ACTIVATION FEE FO	OR 2 PREP RADIOS 500.00
08/16/2024	LANSING MI,		/ / 09/17/2024	0.0000	N N		0.00 500.00
Open							
GL NUMBER 207-000.000-9	980.000	DESCRIPTION PREP RADIO ACTIVATION FE	E			AMOUNT AMT RELIEVED 00.00 500.00	
						VENDOR TOTAL:	500.00
LEIN01 78378	STATE OF MI MI STATE PO P.O. BOX 30	LICE - CASHIERS OFFICE	09/09/2024 09/17/2024	551-642013 20240463	GEN N	PD GATEWAY TO GATEWA	AY VPN CONNECTION 387.00
09/03/2024	LANSING MI,		/ / 09/17/2024	0.0000	N N		0.00 387.00
Open							
GL NUMBER 207-000.000-9	33.300	DESCRIPTION VPN CONNECTION CHAARGES				AMOUNT AMT RELIEVED 87.00 387.00	
						VENDOR TOTAL:	387.00
BEGNOCHE T 78356 09/03/2024	TIMOTHY BEG 9235 S KEST BRIGHTON MI	REL RIDGE RD	09/09/2024 09/17/2024 / / 09/17/2024	090324	GEN N N N	REIMBURSE DUTY BOOTS	137.79 0.00 137.79
Open							
GL NUMBER		DESCRIPTION				AMOUNT	

137.79

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DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description

Ref # Address CK Run Date PO Hold Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount

invoice Date	CILY/State/2	тb	Due Date	DISC. 6	1099	7	Net Amount
						VENDOR TOTAL:	137.79
TOSHIBA 78405 09/03/2024	TOSHIBA BUSI PO BOX 927 BUFFALO NY,	NESS SOLUTIONS 14240-0927	09/10/2024 09/17/2024 / /	6365391 0.0000	GEN N N	FD CONTRACT BILLING 08	3/01-08/31/24 32.97 0.00
Open			09/17/2024		Y		32.97
GL NUMBER 206-000.000-7	52.000	DESCRIPTION SUPPLIES & SMALL EQUIPM	ENT			AMOUNT 32.97	
TOSHIBA 78403 09/04/2024 Open	TOSHIBA BUSI PO BOX 927 BUFFALO NY,	NESS SOLUTIONS 14240-0927	09/10/2024 09/17/2024 / / 09/17/2024	6373404	GEN N N Y	FD CPC BILLING 08/06-0	09/05/24 10.29 0.00 10.29
GL NUMBER 206-000.000-752.000		DESCRIPTION SUPPLIES & SMALL EQUIPM	ENT			AMOUNT 10.29	
TOSHIBA 78404 09/04/2024	TOSHIBA BUSI PO BOX 927 BUFFALO NY,	NESS SOLUTIONS 14240-0927	09/10/2024 09/17/2024 / / 09/17/2024	6373436	GEN N N Y	TWP CONTRACT BILLING (	08/06-09/05/24 76.56 0.00 76.56

Open

GL NUMBER DESCRIPTION AMOUNT 101-275.000-752.000 SUPPLIES & SMALL EQUIPMENT 76.56

> 119.82 VENDOR TOTAL:

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09/11/2024 04:55 PM

207-000.000-801.000

AUGUST BILLING

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DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount City/State/Zip Disc. Date Disc. % Sep CK Discount Invoice Date 1099 Due Date Net Amount 09/09/2024 TRACTSUP01 TRACTOR SUPPLY CREDIT PLAN 200883757 GEN DPW ADAMS UNIFORM 78372 DEPT. 30 - 1203021934 76.98 09/17/2024 Ν PO BOX 78004 08/22/2024 PHOENIX AZ, 85062-8004 / / 0.0000 Ν 0.00 09/17/2024 Υ 76.98 Open GL NUMBER DESCRIPTION AMOUNT 590-527.000-768.000 UNIFORMS/ACCESSORIES 76.98 TRACTSUP01 TRACTOR SUPPLY CREDIT PLAN 09/10/2024 DPW UNIFORM B RIDGE 887019 GEN 78422 DEPT. 30 - 1203021934 09/17/2024 137.46 Ν PO BOX 78004 09/05/2024 PHOENIX AZ, 85062-8004 / / 0.0000 Ν 0.00 09/17/2024 Υ 137.46 Open GL NUMBER DESCRIPTION AMOUNT 590-527.000-768.000 UNIFORMS/ACCESSORIES 137.46 VENDOR TOTAL: 214.44 TLOLLC TRANSUNION RISK AND ALTERNATIVE 09/09/2024 378853-202408-1 GEN PD - TLO MONTHLY CHARGES 08/01/24-08 78388 20240464 DATA SOLUTIONS, INC. 09/17/2024 Ν 75.00 P.O. BOX 209047 DALLAS TX, 75320-9047 / / 0.0000 Ν 0.00 09/01/2024 09/17/2024 75.00 Ν Open GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED

75.00

Page:

75.00

75.00

VENDOR TOTAL:

25/27

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09/11/2024 04:55 PM

User: MarcyM

DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address Hold CK Run Date PO Gross Amount Invoice Date City/State/Zip Disc. Date Discount Disc. % Sep CK Due Date 1099 Net Amount ULINE, INC. 09/09/2024 182335017 GEN PD EVIDENCE ROOM SUPPLIES ULINEINC01 1,837.08 78389 P.O.BOX 88741 09/17/2024 20240443 Ν 08/27/2024 CHICAGI IL, 60680-1741 / / 0.0000 Ν 0.00 09/17/2024 Ν 1,837.08 Open AMT RELIEVED GL NUMBER DESCRIPTION AMOUNT 207-000.000-752.000 CONSECUTIVE NUMBER LABELS 501-1000 19.00 19.00 207-000.000-752.000 CONSECUTIVE NUMBER LABELS 0001-500 76.00 76.00 207-000.000-752.000 40.00 40.00 EVIDENCE SECURITY TAPE 207-000.000-752.000 BLUE GIANT PLASTIC STACKABLE BINS 1,551.00 1,551.00 207-000.000-752.000 SHIPPING WITH LIFTGATE SERVICE 151.08 151.08 1,837.08

					VENDOR TOTAL:	1,837.08
SUNOCOFI01	WEX BANK	09/09/2024	99305103	GEN	FD - INV #99305103 FUE	L CHARGES 08/0
78390	P.O. BOX 4337	09/17/2024	20240462	N		2,858.32
08/31/2024	CAROL STREAM IL, 60197-4337	/ /	0.0000	N		0.00
		09/17/2024		N		2,858.32
Open						

open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-759.000	FD FUEL CHARGES	2,858.32	2,858.32

						VENDOR TOTAL:	2,858.32
SUNOCOTO01 78391 08/23/2024	WEX BANK P.O. BOX CAROL STR	6293 EAM IL, 60197	09/09/2024 09/17/2024 / / 09/17/2024	99167858	GEN N N	TWP 07.24-08.23.24	2,191.06 0.00 2,191.06
Open			09/11/2024		IN		2,191.00
GL NUMBER 101-265.000- 590-527.000- 101-275.000-	759.000	DESCRIPTION VEHICLE FUEL VEHICLE FUEL VEHICLE FUEL			1,1	AMOUNT 778.51 81.63 230.92	
					2,1	91.06	

2,191.06 VENDOR TOTAL:

26/27

Item 8.

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09/11/2024 04:55 PM

User: MarcyM

DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 09/17/2024 - 09/17/2024

UNJOURNALIZED OPEN

VENDOR TOTAL:

Page:

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Gross Amount

Discount

5,445.62

Item 8.

BANK CODE: GEN Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref #

Address Hold CK Run Date PO Invoice Date City/State/Zip Disc. Date Disc. % Sep CK

1099 Due Date Net Amount 99386568 WRIGHTEX01 WEX FLEET UNIVERSAL 09/09/2024 GEN PD FUEL FOR PATROL CARS 78392

WEX BANK 09/17/2024 20240459 Ν 5,445.62 PO BOX 6293

08/31/2024 CAROL STREAM IL, 60197-6293 / / 0.0000 Ν 0.00 09/17/2024 Ν 5,445.62

Open

GL NUMBER AMOUNT AMT RELIEVED DESCRIPTION

207-000.000-759.000 VEHICLE FUEL 5,445.62 5,445.62

235,577.99 TOTAL - ALL VENDORS:

09/04/2024 11:25 AM

590-527.000-725.200

User: MarcvM

DB: Hamburg

#### INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

POST DATES 09/03/2024 - 09/03/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount Due Date 1099 Net Amount AMERICAN09 09/03/2024 8172024 GEN G 00617291-0001-000 09/01-09/30/24 AMERICAN UNITED LIFE INSURANCE 78348 AMERICAN UNITED LIFE INSURANCE 09/03/2024 Ν 2,461.46 5870 RELIABLE PARKWAY 08/17/2024 / / 0.0000 Ν 0.00 CHICAGO IL, 60686-0058 09/03/2024 Ν 2,461.46 Open GL NUMBER DESCRIPTION AMOUNT 101-000.000-073.002 163.69 101-171.000-725.100 47.18 101-201.000-725.100 114.85 87.25 101-215.000-725.100 57.63 101-228.000-725.100 101-253.000-725.100 37.49 101-262.000-725.100 65.38 101-265.000-725.100 94.20 101-702.000-725.100 74.67 206-000.000-725.100 368.55 675.29 207-000.000-725.100 101-751.000-725.100 LONG/SHORT TERM DISABILITY 26.69 101-262.000-725.100 37.55 273.54 590-527.000-725.100 25.00 101-000.000-073.004 101-171.000-725.200 7.03 101-201.000-725.200 18.75 101-215.000-725.200 14.37 101-228.000-725.200 8.75 101-253.000-725.200 6.25 101-262.000-725.200 LIFE INSURANCE 12.50 18.60 101-265.000-725.200 LIFE INSURANCE 12.50 101-702.000-725.200 LIFE INSURANCE 206-000.000-725.200 55.00 LIFE INSURANCE 207-000.000-725.200 102.81 LIFE INSURANCE 101-751.000-725.200 LIFE INSURANCE 4.38 6.25 101-820.000-725.200 LIFE INSURANCE

LIFE INSURANCE

VENDOR TOTAL:

45.31

2,461.46

2,461.46

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09/04/2024 11:25 AM

User: MarcyM

DB: Hamburg

Open

GL NUMBER

703-000.000-275.000

DESCRIPTION

OVER/UNDER PAYMENTS

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

POST DATES 09/03/2024 - 09/03/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description Ref # Address CK Run Date PO Hold Gross Amount Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount Due Date 1099 Net Amount 09/03/2024 8172024 G 00617291-0002-000009/01-09/30/24 AMERICANVO AMERICAN UNITED LIFE INSURANCE COMP GEN 78349 5870 RELIABLE PARKWAY 09/03/2024 Ν 1,710.22 08/17/2024 CHICAGO IL, 60686-0058 / / 0.0000 Ν 0.00 1,710.22 09/03/2024 Ν Open GL NUMBER DESCRIPTION AMOUNT 101-000.000-231.420 VOL. LIFE INSURANCE 1,710.22 1,710.22 VENDOR TOTAL: 0724-136986 09/03/2024 BRIGHTON04 BRIGHTON ANALYTICAL, LLC GEN DRINKING WATER-COLIFORM EAST PARK CO 78350 2105 PLESS DRIVE 09/03/2024 N 65.00 07/09/2024 BRIGHTON MI, 48114 / / 0.0000 Ν 0.00 09/03/2024 Υ 65.00 Open GL NUMBER DESCRIPTION AMOUNT 101-751.000-930.005 MAINTENANCE PARK FACILITIES 65.00 VENDOR TOTAL: 65.00 CORELOGIC3 CORELOGIC REAL ESTATE TAX SERVICE 09/03/2024 9032024 GEN REFUND OVER PAYMENT SUMMER 24 TAX 47 78345 09/03/2024 Ν 4,380.11 ATTN: REFUND DEPARTMENT 3001 HACKBERRY RD 09/03/2024 IRVING TX, 75063 / / 0.0000 Ν 0.00 09/03/2024 Ν 4,380.11 Open GL NUMBER DESCRIPTION AMOUNT 3,930.39 703-000.000-275.000 OVER/UNDER PAYMENTS-4715 02 102 034 703-000.000-275.000 OVER/UNDER PAYMENTS-4715 31 202 007 449.72 4,380.11 CORELOGIC3 CORELOGIC REAL ESTATE TAX SERVICE 09/03/2024 932024 GEN OVERPAYMENT REFUND 4715 36 102 015 S 78344 09/03/2024 699.23 ATTN: REFUND DEPARTMENT Ν 3001 HACKBERRY RD 09/03/2024 IRVING TX, 75063 / / 0.0000 Ν 0.00 09/03/2024 Ν 699.23

77

AMOUNT

699.23

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09/04/2024 11:25 AM

User: MarcyM

DB: Hamburg

INVOICE APPROVAL BY INVOICE REPORT FOR HAMBURG TOWNSHIP OFFICES

POST DATES 09/03/2024 - 09/03/2024

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code Vendor name Post Date Invoice Bank Invoice Description

Ref # Address CK Run Date PO Hold Gross Amount
Invoice Date City/State/Zip Disc. Date Disc. % Sep CK Discount
Due Date 1099 Net Amount

VENDOR TOTAL: 5,079.34 09/03/2024 09032024 DAG TAG DISTRIBUTION 08/01-08/31/24 LIVINGST02 LIVINGSTON COUNTY TREASURER GEN 78346 LIVINGSTON COUNTY COURT HOUSE 09/03/2024 Ν 247.50 200 E. GRAND RIVER 09/03/2024 HOWELL MI, 48843-2398 / / 0.0000 Ν 0.00 09/03/2024 247.50 Ν Open GL NUMBER DESCRIPTION AMOUNT

101-000.000-222.204 DUE TO COUNTY DOG LICENSE FEE 247.50

VENDOR TOTAL: 247.50 MERS00001 MUNICIPAL EMPLOYEE'S RETIRE-09/03/2024 9032024 GEN 2024-08 09/03/2024 50,933.92 78347 1134 MUNICIPAL WAY Ν / / 09/03/2024 LANSING MI, 48917 0.0000 Ν 0.00 09/03/2024 Ν 50,933.92 Open

GL NUMBER DESCRIPTION AMOUNT 101-000.000-231.500 DEFERRED COMPENSATION/457 16,700.73 207-000.000-716.000 DEFINED CONTRIBUTION 34,233.19 50,933.92

VENDOR TOTAL: 50,933.92

60,497.44

Page:

TOTAL - ALL VENDORS:

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Item 9.



# Hamburg Township Public Safety Department MONTHLY REPORT



## August, 2024

#### **COMMUNITY INVOLVEMENT**

- Sgt. Steve Locke and Officer Adam Fischhaber participated in the "National Night Out" event on August 6, 2024.
- Sgt. Anthony Wallace participated in the Lake Chenango Retreat "Summer Shenanigans" event on August 10, 2024.
- Director Richard Duffany, Deputy Director Dariusz Nisenbaum, Sgt. Megan Paul, Officer Kim Leeds, Officer Dahne DeBottis and Officer Joshua Pedersen participated in the Pinckney High School Football team photo event on August 21, 2024.
- FF Thomas Pawley conducted a smoke detector installation at a residence on August 26, 2024.
- Deputy Fire Chief Jordan Zernick, Capt. Casey Yost and Sgt. Megan Paul participated in an emergency management tabletop exercise at Kensington Woods School on August 27, 2024.
- FF Thomas Pawley conducted smoke detector installations at two residences on August 30, 2024.

#### PERSONNEL

• No personnel movement this month.

#### **TRAINING**

#### **POLICE**

- Officer Adam Fischhaber and Officer Sean Hogan participated in Drone Team training on August 13, 2024.
- Sgt. Alysha Garbacik attended Livingston County Negotiators training in Howell on August 21, 2024.
- Sgt. Anthony Wallace and Sgt. Steve Locke participated in SWAT training on August 21, 2024.
- Officer Dahne DeBottis and Officer Joshua Pedersen attended Drone training in Flint on August 24, 2024.
- Sgt. Anthony Wallace, Sgt. Alysha Garbacik, Officer Spencer Flavin, Officer Dahne DeBottis and Officer Joshua Pedersen attended Defensive Tactics training in Green Oak Township on August 27, 2024.



# Hamburg Township Public Safety Department MONTHLY REPORT



#### **FIRE**

- FF Dan Hill participated in Dive Team training on August 11, 2024.
- Sgt. Scott Flohr and FF Joseph Acuff participated in Drone Team training on August 13, 2024.
- Sgt. Devon Peer attended Fire Officer I training on August 17, 2024.
- AFF Colin Zegarzewski participated in Apparatus Orientation training on August 17, 2024.
- AFF Colin Zegarzewski attended EMT-Basic training on August 21, 2024.
- Sgt. Matt Urbanowicz and FF Jonathan Lusk attended Dive Team training on August 22, 2024.

#### **POLICE OPERATIONS**

#### MONTHLY ARREST SUMMARY

#### 08/01/24 - 9:23 pm:

A 34-year-old male Township resident was arrested at his home on an extraditable warrant out of Broward County, FL for *Felony Probation Violation*. He was lodged in the Livingston County Jail awaiting pickup from the Broward County Sheriff's Office.

#### 08/05/24 – 2:44 pm:

A 28-year-old male Stockbridge resident was arrested at M-36 & Pettysville Road on an outstanding warrant for *Failure to Appear-Traffic Offense*. He was lodged in the Livingston County Jail.

#### 08/06/24 – 1:25 am:

A 32-year-old male Township resident was arrested at his home on a civil warrant for *Child Neglect*. He was lodged in the Livingston County Jail.

#### 08/07/24 - 10:37 pm:

A 40-year-old female Township resident was arrested at her home for *Aggravated Assault*. She was lodged in the Livingston County Jail.

#### 08/09/24 – 5:21 pm:

A 58-year-old female Whitmore Lake resident was arrested at Winans Lake Road & River Park Way for *Operating While Intoxicated-High BAC*. Her vehicle was impounded and she was lodged in the Livingston County Jail.



# Hamburg Township Public Safety Department MONTHLY REPORT



#### 08/11/24 - 5:03 pm:

A 46-year-old male Highland resident was arrested at Rush Lake Road near Pettysville Road on a misdemeanor warrant for *Fail to Appear-Driving While License Suspended*. He was lodged in the Livingston County Jail.

#### 08/13/24 – 1:51 am:

A 33-year-old male Township resident was arrested at McGregor Road & Darwin Road for *Operating While Intoxicated*. His vehicle was impounded and he was lodged in the Livingston County Jail.

#### 08/19/24 – 2:59 pm:

A 34-year-old male Ypsilanti resident was arrested at M-36 & Hall Road for *Driving While License Suspended*. His vehicle was impounded and he was cited and released.

#### 08/20/24 - 3:43 pm:

A 38-year-old male Howell resident was arrested at M-36 & Hamburg Road on a misdemeanor warrant for Retail Fraud out of the Livingston County Sheriff Office. He was lodged in the Livingston County Jail.

#### 08/26/24 – 11:25 pm:

A 56-year-old male Fowlerville resident was arrested at Swarthout Road near D-19 on an outstanding warrant from the Livingston County Sheriff Office for *Domestic Assault*. His vehicle was impounded and he was lodged in the Livingston County Jail.

#### 08/28/24 - 3:40 pm:

A 45-year-old male Adrian resident was arrested at Lawrence Court near Chilson Road on two warrants out of Lenawee County for *Assault and Battery* and *Aggravated Assault*. His vehicle was impounded and he was turned over to Lenawee County Sheriff Deputies.

#### 08/31/24 - 11:08 am:

A 37-year-old female Township resident was arrested at her home for *Domestic Assault*. She was lodged in the Livingston County Jail.



# Hamburg Township Public Safety Department MONTHLY REPORT



#### GENERAL POLICE INFORMATION:

Marine Patrol: Regular marine patrols continued during the month of August.

There were no issues or reported incidents on the Chain of Lakes

during the month.

**Lakelands Trail Patrol:** Regular patrols on the Lakelands Trail continued this month. No

reported incidents.

**Red Barrel**: 30 pounds of prescription drugs were removed from the red barrel

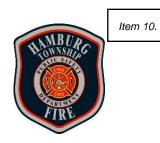
in front of the police station on August 12, 2024.

### Police Calls for Service Summary, August 2024

CALLS FOR SERVICE	#	CALLS FOR SERVICE	#
911 HANG UP	2	JUVENILE COMPLAINT	2
ABANDONED VEHICLE	6	LARCENY	2
ALARM	24	LITTERING/DUMPING	1
ANIMAL COMPLAINT	19	LOCKOUT	8
AREA CHECK	347	LOST/FOUND PROPERTY	3
ARRESTS	11	MALICIOUS DESTRUCTION PROPERTY	4
ASSAULTS	0	MENTAL/CMH/PSYCH	7
ASSIST EMS	118	MISSING PERSON/RUN-A-WAY	0
ASSIST FIRE DEPARTMENT	40	MOTORIST ASSIST	9
ASSIST OTHER AGENCY	24	NOISE COMPLAINTS	4
ATV COMPLAINT	4	OVERDOSE/INGESTION	0
BOATING COMPLAINTS	0	PERSONAL PROTECTION ORDER VIOL	1
BREAKING & ENTERING	1	RETAIL FRAUD	2
BUILDING/PROPERTY/VACATION CHECK	155	SCHOOL PATROLS/GROUNDS CHECK	242
CHASE/PURSUIT	1	SHOTS FIRED/WEAPONS OFFENSE	
CHILD OR ADULT ABBUSE/NEGLECT	1	SOLICITOR COMPLAINT	2
CITIZEN ASSIST	23	STALKING	0
CIVIL COMPLAINT	10	STOLEN / RECOVERED PROPERTY	1
COMMUNITY POLICING	29	SUBDIVISION PATROL	725
CRIMINAL SEXUAL CONDUCT	0	SUBPOENA SERVICE	4
DEPT HUMAN SERVICES REFERRALS	7	SUICIDAL SUBJECT	7
DISTURBANCE/TROUBLE	8	SUSPICIOUS-PERSON/VEH/SITUATION	24
DOMESTIC - PHYSICAL/VERBAL	9	TRAFFIC CITATIONS ISSUED	31
DRUGS / VIOL CONTROLED SUB ACT	1	TRAFFIC CRASH - PDA/PIA	20
FIREWORKS COMPLAINT	0	TRAFFIC DETAIL	148
FOLLOW-UP	14	TRAFFIC STOP	160
FRAUD	11	TRAFFIC VIO/ARREST	4
GENERAL NON-CRIMINAL	141	TRESSPASSING/LOITERING	3
HAZARD	9	VEHICLE UDAA/STOLEN VEHICLE	1
INDECENT EXPOSURE	0	WARRANT: ATTEMPT/SEARCH/ARREST	4
INTIMIDATION THREATS/HARASSMENT	9	WELFARE CHECK	16
		Total	2462



# Hamburg Township Public Safety Department MONTHLY REPORT



### **FIRE OPERATIONS**

#### MONTHLY INCDENT SUMMARY:

INCIDEN'	T COUNT
INCIDENT TYPE	# INCIDENTS
EMS	63
FIRE	140
TOTAL	203

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	1.97%
Rescue & Emergency Medical Service	63	31.03%
Hazardous Condition (No Fire)	23	11.33%
Service Call	80	39.41%
Good Intent Call	8	3.94%
False Alarm & False Call	25	12.32%
TOTAL	203	100%

### August, 2024 Total Runs by District

North West	19	9.36%
North East	40	19.70%
South West	73	35.96%
Southeast	62	30.54%
Mutual Aid	9	4.43%
Totals	203	100.00%
Multiple Calls	52	25.62%



# Hamburg Township Public Safety Department MONTHLY REPORT



#### Comparative Statistics - 2023 vs 2024 by Month

	August, 2023	August, 2024	% Change
Fire	5	4	20.0% Decrease
Medical	108	63	41.7% Decrease
Hazardous Condition	37	23	37.8% Decrease
Service	61	80	31.1% Increase
Good Intent	11	8	27.3% Decrease
False Alarm / Cancel	23	25	8.7% Increase
Totals	245	203	17.1% Decrease
Mutual Aid	9	9	No Change

#### FIRE PREVENTION INFORMATION:

**Inspections:** 13 commercial building inspections were completed during the month of August. 60 building inspections have been completed year-to-date through August.

**Site Plan Reviews:** 3 plan reviews were completed during the month of August.





10405 Merrill Road P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

**TO:** Hamburg Township Board of Trustees

**FROM:** Deby Henneman, Township Coordinator

DATE: September 9, 2024

AGENDA ITEM TOPIC: Administrative Policies & Procedures – Addition of Ordinance Procedure –

Second Reading & Adoption

Number of Supporting Documents: Ordinance Procedure Final

#### **Requested Action**

Requesting adoption of the final version of the Ordinance Procedure, and for staff to include it in the Administrative Policies & Procedures under the appropriate section.

#### **Background**

As the current Ordinance Coordinator this is the procedure I feel will work the best for staff and in order to keep the code as current and error free as possible. Adoption of this policy will help future staff be aware of the steps needed to keep the records accurate.

This procedure is the current process I am following, however, it should be viewed as a living document as vendors and software can always be changed/updated.

#### Code of Ordinances

As of 2021, the Hamburg Township Ordinances have been codified, and we have entered into a contract with Municode to supply web services to keep our laws more accessible to the public. Our code gets updated on a schedule agreed to by the Township Board, and any changes must be submitted to the vendor upon adoption to keep the records current.

All changes in Ordinance, both for General Township Law as well as Zoning, must be forwarded to vendor providing support and for incorporation into the Hamburg Township Code of Ordinances. The following procedure should be used for all Ordinance changes and it is highly recommended that the originating ordinance document be obtained through the Clerk's Office. The most current code can be found on the Township website.

This is the current location:

https://library.municode.com/mi/hamburg township, (livingston co.)/codes/code of ordinances

Before ordinance revisions are posted as a Supplement on the Municode website, the revisions are introduced at a Township Board meeting (1<sup>st</sup> Reading), and then adopted at a subsequent Board meeting (2<sup>nd</sup> Reading). Ordinance revisions must be published in a newspaper of record before taking effect. The steps of the Ordinance Supplemental Procedure are:

#### Ordinance Supplemental Procedure

- 1. Staff completes change/addition to Ordinance according to their Department procedure
  - a. Zoning Ordinance and Map/Text Amendments processed by Zoning Department
  - b. General Ordinance changes/additions are processed by Supervisor, Public Safety
    Director and/or the Clerk, with support from Zoning as it relates to code enforcement
- 2. Ordinance Coordinator is provided Supplemental Request Form (Appendix 1) and supporting documents from Staff
  - a. Word Document must include red-lined version of text changes, and clean "final" version
  - b. New Ordinances will be published in their entirety and must include Certification clause
  - c. Ordinance changes/additions exceeding two pages may be published in summary format which must be submitted by Department staff to Ordinance Coordinator and the Clerk's Office, prior to the 2<sup>nd</sup> reading, in a final single-spaced Word version which must include Certification clause
  - d. Certification Clause is as follows:
    - I, (Clerk), the duly qualified Clerk for the Township of Hamburg, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Ordinance adopted by the Township Board at a meeting held on (date). The original is on file in the Office of the Township Clerk.
    - ii. By: (Clerk) (Signature line)
    - iii. Introduced: (First reading date)
    - iv. Adopted: (Second reading date/when motion was passed)

- v. Effective: (Date the law/change becomes effective) (Clerk assists with this)
- vi. Published: (Date the law/change is published) (Clerk assists with this)
- 3. Ordinance Coordinator arranges for the new/changed Ordinance to go into the Board packet with cover memo, Zoning Department will provide cover memo for anything they present
  - a. Changes to existing code should reference both the old General Ordinance Number, if applicable, and the current Chapter and Article from the website
  - b. New laws are assigned a General Ordinance Number by the Ordinance Coordinator, based on past numbering
  - c. Board will have a first and second reading of all ordinance changes/additions
  - d. Ordinance Coordinator will include the Summary with the 2nd Township Board reading
  - e. Summary will be reviewed by Township Board and motion will include authorization to publish
  - f. Ordinance changes which include Civil Infraction penalties, must be assigned a Class
- 4. Once approved, Staff provides the Ordinance Coordinator with any additional information needed to finalize publication. Clerk's Office will arrange for the Summary to be published in the newspaper
  - a. Dates are finalized with Clerk Department staff and filled in on the Word version of Ordinance or change by Ordinance Coordinator or Clerk Department staff
  - b. Final Word version of Ordinance or change is sent to newspaper by Clerk Department staff, and proof copy is sent to Ordinance Coordinator and the originating Department
  - c. Once approved by originating Department, Clerk staff finalizes publication and provides proof of publication to the Ordinance Coordinator, when published
- 5. Ordinance Coordinator forwards red-lined version of Word Document, a PDF of signed/certified version of Ordinance change/addition, and a proof of publication to Municode for inclusion in code
- 6. Municode sends back confirmation, and changes are scheduled for the next Supplement (Appendix 2)
- 7. The changes are placed on the Ordinance home page while awaiting codification and are available for public review
- 8. Once codified, printed versions (4 copies) will be sent for each Supplement to Ordinance Coordinator for distribution to: Clerk, Police, Fire, Zoning
- 9. All General Ordinances will be maintained in the Clerk archives & V drive. Originals are permanently housed in the Clerk Department.

<u>All publications and Ordinances are to be retained permanently</u> as outlined in the Records Retention and Disposal Schedule for Michigan Township Clerks General Schedule #25, as provided by the Department of History, Arts and Libraries – Records Management Services. Updated schedules may be referenced here: <a href="https://www.michigan.gov/dtmb/services/recordsmanagement/schedules/gslocal">https://www.michigan.gov/dtmb/services/recordsmanagement/schedules/gslocal</a>.



10405 Merrill Road ◆ P.O. Box 157 Hamburg, MI 48139

Phone: 810.231.1000 ◆ Fax: 810.231.4295

www.hamburg.mi.us

## <u>Code of Ordinances – Supplemental Request Form</u>

Ordinance #	Municode Chapter:	Section	Line:	
Pick one: Add	Change	Delete		_
<b>Amendment Requested:</b>	_			
See attached Word Doc:				
And/or make corrections as	follows:			_
				_
				_
				_
				_
Approval/Adoption Date: _				
Publication Date:				
Effective Date:				
Sent to Municode:			-	
Verified by:				
Added to Code date:				

#### **Deby Henneman**

From:

ords@municode.com

Sent:

Thursday, January 6, 2022 9:44 AM

To:

Deby Henneman

Subject:

Hamburg Township, (Livingston Co.), MI Code of Ordinances - 2021 (15852)

Supplement 1

\*\*\*\*THIS IS AN AUTOMATICALLY GENERATED EMAIL\*\*\*\*

Below, you will find the material that we have received/recorded to your account. This material is being considered for inclusion in your next/current update, Supplement 1

Document	Adopted Date	Recorded	Recorded Format
Ordinance No. 103	12/21/2021	1/6/2022	PDF



Update the internet version of your Code more often than a printed supplement.

We can update the Internet quarterly, monthly, even weekly.



We can post newly enacted ordinances in the online Code after each meeting.

#### Code of Ordinances

As of 2021, the Hamburg Township Ordinances have been codified, and we have entered into a contract with Municode to supply web services to keep our laws more accessible to our residents the public. Our code gets updated on a schedule agreed to by the board Township Board, and any changes must be submitted to the vendor upon adoption to keep the records current.

All changes in Ordinance, both for General Township Law as well as Zoning, must be forwarded to vendor providing support and for incorporation into the Hamburg Township Code of Ordinances. The following procedure should be used for all requests Ordinance changes and it is highly recommended that the originating ordinance document be obtained through the Clerk's Office. The most current code can be found on the Township website.

This is the current location:

https://library.municode.com/mi/hamburg township, (livingston co.)/codes/code of ordinances

Before ordinance revisions are posted as a Supplement on the Municode website, the revisions are introduced at a Township Board meeting (1st Reading), and then adopted at a subsequent Board meeting (2nd Reading). Ordinance revisions must be published in a newspaper of record before taking effect. The steps of the Ordinance Supplemental Procedure are:

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#### Ordinance Supplemental Procedure

- 1. Staff completes change/addition to Ordinance according to their Department procedure
  - a. Zoning Ordinance and Map/Text Amendments processed by Zoning Department
  - b. General Ordinance changes/additions are processed by Supervisor, Public Safety
    Director and/or the Clerk, with support from Zoning as it relates to code enforcement
- 2. Ordinance Coordinator is provided Supplemental Request Form (Appendix 1) and supporting documents from Staff
  - a. Word Documents must include red-lined version of text changes, and clean "final" version
  - b. New Ordinances will be published in their entirety and must include Certification clause
  - c. Ordinance changes/additions exceeding two pages may be published in summary format which must be submitted by Department staff to Ordinance Coordinator and the Clerk's Office, prior to the 2<sup>nd</sup> reading, in a final single-spaced Word version which must include Certification clause
  - d. Certification Clause is as follows:
    - i. I, (Clerk), the duly qualified Clerk for the Township of Hamburg, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Ordinance adopted by the Township Board at a meeting held on (date). The original is on file in the Office of the Township Clerk.
    - ii. By: (Clerk) (Signature line)
    - iii. Introduced: (First reading date)
    - iv. Adopted: (Second reading date/when motion was passed)

- v. Effective: (Date the law/change becomes effective) (Clerk assists with this)
- vi. Published: (Date the law/change is published) (Clerk assists with this)

- 3. Ordinance Coordinator arranges for the new/changed Ordinance to go into the Board packet with cover memo, Zoning Department will provide cover memo for anything they present
  - a. Changes to existing code should reference both the old General Ordinance Number, if applicable, and the current Chapter and Article from the website
  - b. New laws are assigned a General Ordinance Number by the Ordinance Coordinator, based on past numbering
  - c. Board will have a first and second reading of all ordinance changes/additions
  - d. Ordinance Coordinator will include the Summary with the 2nd Township Board reading
  - e. Summary will be reviewed by Township Board and motion will include authorization to publish
  - f. Ordinance changes which include Civil Infraction penalties, must be assigned a Class
- 4. Once approved, Staff provides the Ordinance Coordinator with any additional information needed to finalize publication. Clerk's Office will arrange for the Summary to be published in the newspaper
  - a. Dates are finalized with Clerk Department staff and filled in on the Word version of Ordinance or change by Ordinance Coordinator or Clerk Department staff
  - b. Final Word version of Ordinance or change is sent to newspaper by Clerk Department staff, and proof copy is sent to Ordinance Coordinator and the originating Department
  - c. Once approved by originating Department, Clerk staff finalizes publication and provides proof of publication to the Ordinance Coordinator, when published
- Ordinance Coordinator forwards red-lined version of Word <u>Document</u>, <u>a</u> PDF of signed/certified version of Ordinance change/addition, and <u>a</u> proof of publication to Municode for inclusion in code
- Municode sends back confirmation, and changes are scheduled for the next <u>S</u>supplement (Appendix 2)
- 7. The changes are placed on the Ordinance home page while awaiting codification and are available for public review
- 8. Once codified, printed versions (4 copies) will be sent for each Supplement to Ordinance Coordinator for distribution to: Clerk, Police, Fire, Zoning
- 9. All General Ordinances will be maintained in the Clerk archives & V drive. Originals are permanently housed in the Clerk Department.

<u>All publications and Ordinances are to be retained indefinitely permanently</u> as outlined in the Records Retention and Disposal Schedule for Michigan Township Clerks General Schedule #25, as provided by the Department of History, Arts and Libraries – Records Management Services. Updated schedules may be referenced here:

https://www.michigan.gov/dtmb/services/recordsmanagement/schedules/gslocal.



### HAMBURG TOWNSHIP, MICHIGAN



#### PACE PROGRAM REPORT

This Lean & Green Michigan<sup>TM</sup> PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended ("PACE Statute"). Additional information is available from Hamburg Township. The PACE Program and PACE Program Report were approved by the Township Board on [DATE], subsequent to a public hearing held on [DATE].

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#### **INTRODUCTION**

Michigan Public Act No. 270 of 2010, as amended (the "PACE Statute") authorizes local units of government to adopt Property Assessed Clean Energy ("PACE") programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Hamburg Township, the Hamburg Township Board established the Hamburg Township Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan<sup>TM</sup> (the "PACE Program" or "Program"). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the Hamburg Township PACE district, which is coterminous with Hamburg Township's jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between Hamburg Township and the record owner; identification of an official authorized to enter into program contracts on behalf of Hamburg Township; a maximum aggregate amount for financing provided by Hamburg Township under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount All assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC ("<u>LAGM</u>") developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan<sup>TM</sup> PACE program. This approach creates one efficient statewide market, allowing property owners, lenders and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

#### HAMBURG TOWNSHIP PROGRAM REPORT

#### 1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

#### 2. Authorized Official/PACE Administrator

The [AUTHORIZED OFFICIAL TITLE] or his/her designee, (the "Authorized Official") is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of Hamburg Township in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green Michigan<sup>TM</sup>, Hamburg Township agrees to have LAGM act as PACE administrator and manage Hamburg Township's PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

#### 3. Financing Parameters

In establishing its PACE district, Hamburg Township intends for Projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Hamburg Township shall be zero dollars. The maximum aggregate dollar amount for financing provided by Hamburg Township may be adjusted and/or amended on an annual basis or more frequently by the Hamburg Township Board and will remain at zero dollars unless and until it is changed.

Hamburg Township shall not provide any financing for Projects under Hamburg Township's PACE Program. Hamburg Township's PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by Hamburg Township under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects as approved by LAGM and the Authorized Official.

#### 4. Application Process/Eligibility Requirements

#### **Application Process:**

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

#### **Eligibility Requirements:**

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

#### 5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the Project financed by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

#### 6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the Project, by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of Hamburg Township and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of Hamburg Township without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and

delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment may be paid in annual or semi-annual installments pursuant to Section 13(2) of the PACE Statute. The Authorized Official, on behalf of Hamburg Township, will confirm the Special Assessment Roll.

The Livingston County Delinquent Tax Revolving Fund ("DTRF") shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and no Township or County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from Hamburg Township or Livingston County through the DTRF in the PACE Special Assessment Agreement.

#### 7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Hamburg Township helps its constituent property owners gain access to private capital made available through the statewide program. Hamburg Township authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

#### 8. Reserve Fund

By participating in the Lean & Green Michigan<sup>TM</sup> program, Hamburg Township assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation ("<u>MEDC</u>") and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by Hamburg Township.

#### 9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM's website, <a href="www.leanandgreenmi.com">www.leanandgreenmi.com</a>.

#### 10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements, renewable energy systems, or environmental hazard improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement's dollar cost.

#### 11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the "as completed" value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

#### 12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

#### 13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan<sup>TM</sup>, Hamburg Township gains access to this program and agrees to partner with LAGM in educating property owners in Hamburg Township about opportunities to save energy, save money and improve their property values. Hamburg Township authorizes the use of the Hamburg Township's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: www.leanandgreenmi.com; or at Hamburg Township's website at www. Hamburgtwpmi.gov.

#### 14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;
- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

#### 15. Energy Audit or Energy Modeling Requirement

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

#### 16. Savings-to-Investment Ratio and Savings Guarantee Requirements

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner, and is not applicable to a new construction energy project.

#### 17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the Hamburg Township PACE program as necessary from time to time, in consultation with the Township and upon approval of the Hamburg Township Board of any such amendment.

# APPENDIX A SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING PURPOSES

# PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

by and among

### HAMBURG TOWNSHIP, MICHIGAN

and

#### **PROPERTY OWNER**

and

#### **PACE LENDER**

Dated:
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# PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this "Agreement") is made this [DATE] among Hamburg Township, a Michigan municipal corporation (the "Township"), whose address is Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189, [PROPERTY OWNER], a Michigan limited liability company (the "Property Owner"), whose address is [ADDRESS], and [PACE LENDER], a Michigan limited liability company (the "Lender"), whose address is [ADDRESS].

#### **RECITALS:**

- A. Pursuant to the PACE Statute and a resolution adopted by Hamburg Township Board on [DATE], the Township has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project(s) on the property.
- B. Under the PACE Statute, the Township is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.
- C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.
- D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the Township enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.
- E. Pursuant to the PACE Statute and the PACE Program, the Township is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Township, the Property Owner and the Lender agree that:

#### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

- (a) "Agreement" means this PACE Special Assessment Agreement as same may be amended and/or restated.
- (b) "Applicable Interest Rate" means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.
- (c) "Authorized Official" means the [AUTHORIZED OFFICIAL TITLE], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.
- (d) "**Default Rate**" means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).
- (e) "Energy Efficiency Improvement" means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Hamburg Township Board.
- (f) "Energy Project" means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.
  - (g) "Event of Default" has the meaning set forth in Section 7.01 hereof.
- (h) "Environmental Hazard Project" means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

#### Hamburg Township PACE Special Assessment Agreement

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

- (i) "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.
- (j) "General Property Tax Act" means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.
- (k) "Improvements" means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in Appendix E attached hereto.
- (l) "LAGM" shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.
- (m) "Lean & Green Michigan<sup>TM</sup>" means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.
  - (n) "Lender" has the meaning set forth in the preamble.
- (o) "Loan" means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.
- (p) "Loan Documents" means the Loan Agreement, dated as of [DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.
- (q) "Owner-Arranged Financing" means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the Township.
- (r) "PACE Program" shall mean the property assessed clean energy program implemented by the Township pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

#### **Hamburg Township PACE Special Assessment Agreement**

- (s) "PACE Program Report" means the Lean & Green Michigan™ PACE Program Report approved by the Hamburg Township Board on [DATE], including any amendments or changes thereto made before the date of this Agreement.
- (t) "PACE Statute" means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.
  - (u) "Payment Schedule" has the meaning set forth in Section 4.01 hereof.
  - (v) "Project" means an Environmental Hazard Project or Energy Project.
  - (w) "Property Owner" has the meaning set forth in the preamble.
- (x) "Renewable Energy System" means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy System includes a biomass stove but does not include an incinerator or digester.
- (y) "Special Assessment" means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.
- (z) "Special Assessment District" means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.
- (aa) "Special Assessment Parcel" means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the Township and which is more particularly described on the attached **Appendix B**.
  - (bb) "Special Assessment Roll" has the meaning set forth in Section 4.01 hereof.

#### ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 <u>Description of Improvements</u>. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

#### ARTICLE III COVENANTS OF THE PROPERTY OWNER

#### Section 3.01 Acquisition, Construction and Installation of Improvements.

- (a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the Township makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the Township or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.
- (b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

## ARTICLE IV PACE SPECIAL ASSESSMENT

#### **Section 4.01 PACE Special Assessment Created.**

(a) At the request of the Property Owner, the Township hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the Township finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the Township on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as Appendix D (the "Payment Schedule"). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the Township. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any "event of default" under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such "event of default" under the Loan Documents exists and is continuing. The Township, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender's determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the Township shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the Township may conclusively rely upon the Lender's determinations thereof for the purpose of exercising and discharging all of the Township's rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the Township of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the Township may request.

Section 4.02 <u>Assignment of Special Assessment Payments to Lender</u>. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the Township hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the Township, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon

prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the Township; (ii) the Township shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the Township or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the Township of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the Township shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

### Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

- (a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the Township's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the Township.
- (b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.
- (c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property

constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of Livingston County, State of Michigan.

- (d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the Township.
- The Township agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the Township of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the Township a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

**Section 4.04** Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the Township for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the Township, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the Township from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the Township to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the Township to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the Township upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of

the Township or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

### Section 4.05 Payment Default.

- If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the Township, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the Township stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the Township shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the Township taxes under the General Property Tax Act and the ordinances of the Township. The Township may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the Township shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the Township in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The Township shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the Township pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the Township of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the Township shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the Township shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the Township or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.
- (b) The Township hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the Township from the Township Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the Township from the Township Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the Township advance to the

Lender the amount of any unpaid Payment Default Amount, and the Township shall be obligated to pay over to the Lender only such sums as are actually received by the Township Treasurer as collections of any Payment Default Amount.

- (c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the Township or the General Property Tax Act, by Hamburg Township, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Hamburg Township, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.
- (d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Livingston County Delinquent Tax Revolving Fund ("DTRF"), or any subsequent Township or County fund which may replace the DTRF, or any other Township or County funds.
- Section 4.06 <u>Prepayment of Special Assessment</u>. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days' written notice to the Lender and the Township, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the Township that such prepayment was not received by the Lender.
- Section 4.07 <u>Invalidity; Cure.</u> In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the Township shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however,* that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.
- Assessment Parcel. In the event that the Township Treasurer takes ownership of the Special Assessment Parcel by operation of law, the Township Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the Township Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest,

penalties, fees or other charges, are required to be paid or will be accrued by the Township Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the Township Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the Township Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

# ARTICLE V CONDITIONS PRECEDENT

### Section 5.01 Conditions Precedent to the Township's Obligations.

The obligations of the Township under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the Township, unless waived in writing by the Township:

- (a) The Township, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.
- (b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the Township is a party, or shall be threatened in writing against the Property Owner or the Township, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the Township to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the Township to comply with any of the obligations and terms of this Agreement.
- (c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.
- (d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully

completed by the Property Owner to the Township's reasonable satisfaction and such Appendices shall be true, accurate and complete.

- (e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A**.
- (f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.
- (g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.
- (h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

### ARTICLE VI REPRESENTATIONS AND WARRANTIES

### Section 6.01 Representations and Warranties of the Township.

The Township represents and warrants to the Property Owner that, as of the date of this Agreement:

- (a) The execution and delivery of this Agreement has been duly authorized by the Township, and this Agreement complies with the PACE Statute and constitutes a valid and binding agreement of the Township, enforceable against the Township in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the Township is subject, or any agreement to which the Township is a party or by which the Township is bound, or any order or decree of any court or governmental entity by which the Township is subject.
- (c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

### Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the Township and the Lender that:

- (a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.
- (b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.
- (c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.
- (d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the Township, and Property Owner agrees to hold the Township and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.
- (f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

### Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the Township that:

- (a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.
- (b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the Township, its agents, attorneys or

employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the Township with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the Township, and Lender agrees to hold the Township and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

### ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the Township, an "Event of Default" shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the Township, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the Township and any costs incurred by the Township in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Township shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The Township Default. If the Township shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the Township from the Property Owner or the Lender, a "Township Default" shall be deemed to have occurred under this Agreement.

**Section 7.04** Remedy for Township Default. Upon the occurrence of a Township Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be

entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the Township, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a Township Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a Township Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

**Section 7.05** <u>Waiver</u>. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

### ARTICLE VIII MISCELLANEOUS

**Section 8.01** <u>Term.</u> Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

### Section 8.02 <u>Assignment</u>.

- (a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.
- (b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; provided, however, that any such assignment shall be made only in accordance with applicable law; and provided further, however, that no such assignment shall be effective unless the Township shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the "Lender" for all purposes of this Agreement.

**Section 8.03** Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to the Township: Hamburg Township Clerk

Hamburg Township Hall, 10405 Merrill Road

Hamburg, Michigan 48189

Attn: [Authorized Official name and title]

With a copy to: Hamburg Township PACE Administrator

Lean & Green Michigan

500 Temple Street, Suite 6270

Detroit, MI 48201

If to the Property Owner: PROPERTY OWNER

**ADDRESS** 

With a copy to: PACE LENDER

**ADDRESS** 

With a copy to: Hamburg Township PACE Administrator

Lean & Green Michigan

500 Temple Street, Suite 6270

Detroit, MI 48201

If to the Lender: PACE LENDER

**ADDRESS** 

With a copy to: Hamburg Township PACE Administrator

Lean & Green Michigan

500 Temple Street, Suite 6270

Detroit, MI 48201

**Section 8.04** <u>Amendment and Waiver</u> No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

**Section 8.05** Entire Agreement. This Agreement constitutes the entire agreement between the Township, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the Township, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 8.07** Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

**Section 8.08** <u>Applicable Law.</u> This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 <u>Mutual Cooperation</u>. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

**Section 8.10** <u>Binding Effect; No Third-Party Beneficiary</u>. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

**Section 8.11** Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

**Section 8.12** Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

### Item 12.

### **Hamburg Township PACE Special Assessment Agreement**

**IN WITNESS WHEREOF,** the TOWNSHIP, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:	PROPERTY OWNER
	By:
Signature of:	Its:
Witnessed:	TOWNSHIP
Signature of:	By: Its: AUTHORIZED OFFICIAL
Signature of:	By: Its: AUTHORIZED OFFICIAL
Witnessed:	PACE LENDER
Signature of:	By: Its:

### Item 12.

## **Hamburg Township PACE Special Assessment Agreement**

State of Michigan				
Township)	) ss			
The foregoing instr	rument was acknow the Authoriz	wledged before me this zed Signatory of	day of	, 202_, by on behalf
of		zed Signatory of		
		Notary Public  My Board expires	, Michigan	
State of Michigan Township)	) ) ss			
The foregoing instr [TOWNSHIP AUT]	ument was acknow HORIZED OFFICI	vledged before me this[AL] on behalf of Township.	day of	, 202_, by
		Notary Public  My Board expires	_, Michigan	
State of)				
Township of	)			
		wledged before me this num orized Signatory of PACE I	•	
		Notary Public	MICHIGAN	
		My Board expires		_

# APPENDIX A PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial, industrial, agricultural or multifamily residential, with 4 or more dwelling units, real property within the Township's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

Item 12.

## **Hamburg Township PACE Special Assessment Agreement**

## APPENDIX B

## SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:	
Address:	
<u>LEGAL DESCR:</u>	

## APPENDIX C

### SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment
Parcel Number:
Address:
Hamburg Township:
Owner:
Assessment:
Percent:
I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable Township in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.
Dated

Item 12.

## **Hamburg Township PACE Special Assessment Agreement**

## APPENDIX D

PAYMENT SCHEDULE (TBD)

## APPENDIX E

## DESCRIPTION OF IMPROVEMENTS

## APPENDIX F

# **PACE Program Application**

## **Property and Property Owner Information**

1.	D 1//	Name(s) (as they appear on prop	perty tax records)
	Ownom		
2.	Agricultural Commercial (in	click to check all that apply) cluding multifamily with 4 or m Type of commercial property	
3.	<b>Property Record Owne</b>	er(s) Contact Information	
	Property Owner/Comp Signatory Name: Address: E-mail Address: Telephone Number:	any Name:	
4.	Property Owner(s) Typ Individual Corporation	LLP 501(c)3	LLC Other
5.	Property Valuation State Equalized Value ( Date of SEV: Valuation (per Apprais Date of Appraisal:	(SEV): \$	
\$	Amount	perty (tax, special assessment, v Type	vater or sewer charges, etc.)  End Date
-	Гotal Dollar Amount of Lie	ens Against Property: \$	
7. 1	Balance of Any Mortgage(s	Amount of Mortgage	Name of Mortgage Holder
	tgage itional Debt on Property	\$ \$	

**a.** Consent: If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

## **Project Information**

1.	PACE Project Developer (Lean	& Green Mich	igan can make referrals if necessary.)
	Name:		• • • • • • • • • • • • • • • • • • • •
	A ddragg.		
	E mail Address:		
	Talanhana Number		
	Other Contractors:		
2.	Overall Project Cost:		
3.	Savings to Investment Ratio* (as	s provided in S	Savings Guarantee)
	3a. Year 1:		,
	21 () 11		
	2 *** 1		
4.	Useful Life of Project Measures:	years	<del></del>
			for property):
		•	
		DACEI	oan Details
		IACEL	van Detans
1	DAGET 1 /C '/ ID 'I	(I 0 C	M: 1: 1 C 1:C
1.	Name:	r (Lean & Gre	een Michigan can make referrals if necessary.)
	Address:		
	E-mail Address:		
	Telephone Number:		
•	<b>D</b>		
2.	Requested Assessment Amoun		
	Project Cost:	\$	
	Energy Audit or Model	\$	
	Engineering/Architect Plans	Φ	
	Building Permit Fees	Φ	
	Other (Please explain)	2	
	<b>Total Assessment Amount:</b>	\$	(Total of all lines above)
3.	Requested Assessment Repayn	nent Period:	years
	Interest Rate Offered by Lend		<sub>0/0</sub>

### **APPENDIX G**

#### FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement ("<u>Assignment</u>"), dated effective as of date, (the "<u>Effective Date</u>"), is made by [LENDER] ("<u>Assignor</u>") to \_\_\_\_\_ ("<u>Assignee</u>"). Assignor and Assignee are referred to at times, each individually as a "<u>Party</u>," and collectively as the "<u>Parties</u>."

### Agreement

1. For good and valuable consideration and the payment of [PAYMEN]
AMOUNT], the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated
and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER
CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor's rights, title, interest
obligations, and duties under the Special Assessment Agreement entered into by Assignor
Property Owner, and (the "Transferred Interest"), together with all or
Assignor's rights to receive payments from Property Owner attributable to the Transferred
Interest arising on and after the date of this Assignment.

- 2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.
- 3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.
- 4. Assignee hereby accepts all of Assignor's rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the "Lender" for all purposes of the Special Assessment Agreement.
- 5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

### Item 12.

## **Hamburg Township PACE Special Assessment Agreement**

	(Name)	_
	(Address)	_
	(Attention)	_
of this Date.		and Assignee hereby agree to be bound by the terms this Assignment to be effective as of the Effective
		ASSIGNOR:
		[LENDER] By: Its:
		ASSIGNEE:
		Name: By:
		Its:

### **APPENDIX H**

### FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in Hamburg Township, Michigan, PACE Program

This acknowledgement is granted date, 20\_\_, by Name of Mortgage Holder (the "<u>Lender</u>"), and for the benefit of PROPERTY OWNER (the "<u>Property Owner</u>"), and Hamburg Township in the State of Michigan.

#### **Recitals**

- A. Pursuant to Public Act No. 270 of 2010, the Township established the Township Property Assessed Clean Energy ("PACE") Program on May 14, 2024, by resolution, to promote installation of energy projects and/or environmental hazard projects.
- B. The Property Owner has applied to the Program to finance the amount of \$\frac{AMOUNT OF}{FINANCING}\$, to be paid back as an assessment on Property Owner's real property, described in **Appendix D** attached hereto (the "Property"), over a period of twenty years.
- C. Owner has previously executed a mortgage, deed of trust, dated \_\_\_\_\_\_\_, 20\_\_\_, to the Lender, covering the Property, to secure a promissory note in the sum of \$\frac{AMOUNT OF LOAN}{AMOUNT OF LOAN}\$, and recorded on \_\_\_\_\_\_, 20 at \_\_\_\_\_, Page \_\_\_\_\_, Livingston County Register of Deeds.
- D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Livingston County, and which assessment, together with interest and any penalties, shall constitute a lien (the "Lien") on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

### **Consent and Acknowledgement**

Lender acknowledges that it has been informed of the Property Owner's participation in the Township PACE Program and agrees that Property Owner's execution of the PACE Special Assessment Agreement will not constitute a default under Lender's Deed of Trust.

Execution of this Consent and Acknowledgement by Lender's representative shall constitute full and complete consent to the Property Owner's participation in the Township PACE Program.

### Item 12.

## **Hamburg Township PACE Special Assessment Agreement**

Name of Lender:	Date:
By:	
Title:	
STATE OF MICHIGAN	
TOWNSHIP	
The foregoing instrument was, on behalf of	acknowledged before me this day of, 20, by
	, Notary Public
	Township, State of
	Acting in County
	My Board Expires:

### **APPENDIX I**

### FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings ("Waiver is acknowledged on this day of, 20 by [Property OWNER]		
Recitals		
A. Pursuant to Public Act No. 270 of 2010, as amended, Hamburg Township established the Hamburg Township PACE Program to promote installation of renewable energy system energy efficiency improvements, water usage improvement, and environmental haza projects.		
B. The Property Owner has elected to participate in this program and plans to enter into Special Assessment Agreement with Hamburg Township and [LENDER] for the purpo of financing the installation of [IMPROVEMENTS] on its property.		
C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.		
D. The Property Owner has elected to waive this requirement.		
IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives and all claims challenging the legality or validity of this waiver or the legality, validity, collectability of the PACE special assessment.		
[PROPERTY OWNER]		
By: Its:		
State of Michigan )		
Hamburg Township ) ss		
The foregoing instrument was acknowledged before me this day of, 20, by the of on behalf of		
Notary Public		
My Board expires  Township, Michigan		

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#### NOTICE OF PUBLIC HEARING

### HAMBURG TOWNSHIP, STATE OF MICHIGAN

# ON THE ESTABLISHMENT OF A PACE PROGRAM AND A PACE DISTRICT

### TO ALL INTERESTED PERSONS IN HAMBURG TOWNSHIP:

PLEASE TAKE NOTICE that the Township Board of Hamburg Township, State of Michigan, (the "Township") will hold a public hearing at Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189 on [DATE], at [TIME] to receive comments on the proposed Property Assessed Clean Energy ("PACE") program and the proposed PACE program report.

TAKE FURTHER NOTICE that the Township Board intends to establish a PACE program and to establish a PACE district, having the same boundaries as the Township's jurisdictional boundaries, pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting "projects" as defined by the PACE Statute to include "renewable energy systems, energy efficiency improvements, water usage improvements and environmental hazard projects by owners of certain real property."

TAKE FURTHER NOTICE that the PACE report, required by Section 9(1) of the PACE Statute is available on the Township's website at https://www.hamburg.mi.us/ and is available for viewing at the office of the Township Clerk located at Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189.

THIS NOTICE is given by order of the Township Board of Hamburg Township.

### HAMBURG TOWNSHIP, MICHIGAN

### RESOLUTION TO ESTABLISH PROPERTY ASSESSED CLEAN ENERGY PROGRAM

Minutes of a regular meeting of the Township Board of Hamburg Township ("Board"), Michigan, held at Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189 on [DATE] at [TIME] p.m.

PRESENT:	
ABSENT:	
The following resolution was offered by Member	and supported
by Member:	

### WHEREAS:

- 1. At its meeting of [DATE], this Board adopted a resolution of intent to establish and to hold a public hearing concerning the establishment of a property assessed clean energy program ("PACE Program") and create a PACE district pursuant to 2010 PA 270 as amended ("PACE Statute") to promote "projects" as defined by the PACE Statute to include "renewable energy systems, energy efficiency improvements, water usage improvements and environmental hazard projects by owners of certain real property."
- 2. The Board held a public hearing on the proposed PACE Program on [DATE] during which the Board heard comments on the proposed PACE program from anyone wishing to address the Board concerning it.
- 3. Financing projects as defined by the PACE Statute is a valid public purpose.
- 4. The proposed PACE program as described in the Hamburg Township PACE Program Report, an updated version of which is attached as Exhibit A, would provide financing for projects with property owner-arranged loans from a commercial lender the repayment of which, if approved by the property owner with the consent of any mortgage holder, would be made and secured by assessments against the property benefited by the PACE projects, so that no Township moneys, general Township taxes or Township credit of any kind whatsoever shall be pledged, committed or used in connection with any PACE project.
- 5. The types of projects that may be so financed, the administration of the PACE Program, the manner of establishing PACE Districts within the Township in which the PACE Program may be used, and other details of the proposed PACE Program, as required by the PACE Statute, are set forth in detail in PACE Program Report.

NOW, THEREFORE, BE IT RESOLVED:

- 1. Hamburg Township establishes the Hamburg Township PACE Program and creates a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended, the terms and conditions of which are set forth in the PACE Program Report attached as Exhibit A and incorporated by reference, which PACE Program Report is approved.
- 2. All aspects of the Hamburg Township PACE Program may be amended by approving resolutions of the Board without a new public hearing.
- 3. The Township may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the Hamburg Township PACE Program, in whole or in part, and the [AUTHORIZED OFFICIAL TITLE] or his/her designee is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by the PACE Statute or other applicable law.
- **4.** The Board, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan<sup>TM</sup>, and to utilize Lean & Green Michigan, LLC as a PACE Administrator.
- 5. All resolutions and parts of resolutions are, to the extent of any conflicts with this resolution, are rescinded.

YEA:	
NAY:	
ABSENT:	
RESOLUTION NO ADOPTED.	
The foregoing resolution was adopted at a regular Hamburg Township on [DATE].	meeting of the Township Board of
	Mike Dolan, Township Clerk

### HAMBURG TOWNSHIP, MICHIGAN

# RESOLUTION OF INTENT TO ESTABLISH A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND CALLING PUBLIC HEARING

Minutes of a regular meeting of the Hamburg Township Board, held at Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189 on [DATE] at [TIME].

PRESENT:	
ABSENT:	
The following resolution was offered by Memberby Member :	and supported

WHEREAS, the Hamburg Township Board intends to authorize the establishment of a Property Assessed Clean Energy program ("PACE Program") and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting the use of renewable energy systems, energy efficiency improvements, water efficiency improvements and environmental hazard projects by owners of certain real property; and

WHEREAS, the Hamburg Township Board intends to find that financing PACE projects is a valid public purpose because it reduces energy costs, reduces greenhouse gas emissions, stimulates economic development, remediates or protects against environmental hazards, improves property values and increases employment in the Hamburg Township; and

WHEREAS, the types of projects, either energy efficiency improvements, water efficiency improvements, renewable energy systems, or environmental hazard projects that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or airconditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water

systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather, and

WHEREAS, the Hamburg Township Board intends to join Lean & Green Michigan<sup>TM</sup>, and intends to utilize Lean & Green Michigan, LLC as PACE administrator (the "PACE Administrator") to administer its PACE Program; and

WHEREAS, the report referenced in Section 9(1) of the PACE Statute (the "PACE Report") shall be available on Hamburg Township's website at www.hamburg.mi.us/, and shall be available for viewing at the office of the Hamburg Township Clerk located at: Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189.

### NOW, THEREFORE, BE IT RESOLVED THAT:

- The Hamburg Township Board, being fully apprised of the PACE Program, finds that
  financing PACE projects is a valid public purpose because it reduces energy costs, reduces
  greenhouse gas emissions, stimulates economic development, remediates or protects
  against environmental hazards, improves property values and increases employment in the
  Township.
- 2. The Hamburg Township Board, by adoption of this Resolution, formally states its intention to establish a PACE district, whose boundaries will be coterminous with Hamburg Township's jurisdictional boundaries, and a PACE Program as described in and for the reasons set forth in this Resolution.
- 3. The Hamburg Township Board formally states its intention to provide a property-owner based method of financing and funds for projects from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no Township moneys, general Township taxes or Township credit of any kind whatsoever shall be pledged, committed, or used in connection with any project as required by and subject to the PACE Statute.
- 4. The Hamburg Township Board, by adoption of this Resolution, formally states its intention to join Lean & Green Michigan™, and to utilize Lean & Green Michigan, LLC as PACE Administrator.
- 5. The Hamburg Township Board hereby sets a public hearing for [DATE] at [TIME], at Hamburg Township Hall, 10405 Merrill Road, Hamburg, Michigan 48189 to receive comments on the proposed PACE Program, including the PACE Report.
- 6. The Township Clerk is authorized and directed to publish a notice of intent to establish a PACE district and a PACE Program, and a notice of the public hearing set by this Resolution in a newspaper of general circulation in Hamburg Township as a display advertisement prominent in size or follow the local method of announcing public hearings. The Township Clerk shall maintain on file for public review a copy of the PACE Report

and shall cause the PACE Report to be available on the Hamburg Township's website in accordance with the requirements of the PACE Statute.

7. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS:	Members			
NAYS:	Members			
ABSENT:	Members			
RESOLUTIO	N DECLARED ADOPTED.			
		Mike Dolan, Clerk Hamburg Township		
The foregoing is a true and complete copy of a resolution adopted by the Hamburg Township Board at a regular meeting held on [DATE], notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.				

Mike Dolan, Clerk Hamburg Township





10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

**TO:** Hamburg Township Board of Trustees

FROM: Pat Hohl

**DATE:** 9-9-2024

**AGENDA ITEM TOPIC:** WCA 2024 Contract

Number of Supporting Documents: 2

### **Requested Action**

Review and approve the following Contract for assessing services from WCA.

### **Background**

WCA has been providing assessing services to Hamburg Township for the past three years. I am very pleased with the services provided to the township by WAC and recommend the Board of Trustees renew this contract.

# ASSESSMENT CONTRACT FOR HAMBURG TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

WHEREAS, Hamburg Township, hereinafter called "Township", with its principal offices located at 10405 Merrill Road, Hamburg, Michigan, 48139, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 100, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for Township property effective October 1, 2024;

#### IT IS THEREFORE AGREED:

- Company agrees to plan, administer, and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations, and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
- 2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2025, 2026, and 2027 assessment rolls, utilizing the services and personnel proposed herein.
- 3. Company agrees to respond to inquiries and requests for assessment information from the public. The Township agrees to provide office space within the Township Hall, or other Township owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with Township staff to answer questions and give advice;
- To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
- Serves as a liaison between the Township and prospective business and industry investors; acts as a resource for Township citizens by responding to inquires and interpreting State laws.
- To perform certain other functions as described herein.
- 4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
- 5. Company agrees to represent the Township in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract. Company agrees to advise the Township's legal counsel of any known possible MTT claims and to consult with the Township's legal counsel regarding settlement possibilities.
- 6. Township agrees that responses to the Full MTT shall be prepared by the Company's legal staff. Township agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the Township's legal counsel of such requirement.
- 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said Township including but not limited to;
  - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
  - Perform neighborhood market studies and land value analyses throughout the term of this contract.
  - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.

- Provide digital photographs of all properties visited for maintenance purposes.
- Working with the Township Building Department to ensure all new property is equitably assessed.
- Prepare all new property record cards in compliance with State tax Commission requirements.
- Attend, prepare, and work with all Boards of Review.
- Assist Township in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
- Preform any duties required for FEMA damage assessments as well as AMAR preparation.
- 8. Company agrees to meet with the Township Manager and/or other designated staff of the Township to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the Township's assessment process.
- 9. Township agrees that in addition to the responsibilities provided herein, the staff of the Township shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
- 10. The Company shall be liable to the Township, and hereby agrees to indemnify and hold the Township harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused buy any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the Township in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the Township understands that it can not be listed an additional insured under this type of policy. Should the Township or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the Township or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the Township the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the Township Clerk at the beginning of each year.

- 11. The Company shall not be held liable for any damages caused by strikes, explosions, war, pandemic or disease, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the Township relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the Township has no right to indemnification from Company.
- 12. The Township and Company agree that the relationship of the Township and Company is that of a client and contractor and not of that of and employer and employee and should not be construed as such.
- 13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the Township shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the Township may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

- 14. The Township and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.
- 15. The Township agrees to pay the Company as follows;

```
October 1, 2024 to September 30, 2025.....$ 357,160 annually October 1, 2025 to September 30, 2026.....$ 370,017 annually October 1, 2026 to September 30, 2027.....$ 393,768 annually
```

The payments shall be made in four (12) equal installments due on the fifteenth (15<sup>th</sup>) day of each month.

The Township's representation for all Michigan Tax Tribunal petitions **not in the Small Claims Division**, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

```
October 1, 2024 to September 30, 2025......$ 162.78 / Hourly October 1, 2025 to September 30, 2026......$ 170.92 / Hourly October 1, 2026 to September 30, 2027......$ 179.47 / Hourly
```

The Township's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division *relative to Tribunal Hearings*, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

```
October 1, 2024 to September 30, 2025......$ 206.60 / Hourly October 1, 2025 to September 30, 2026......$ 216.94 / Hourly October 1, 2026 to September 30, 2027......$ 227.79 / Hourly
```

16. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS
Appraisal services rendered by the Company in Full Claims Michigan Tax
Tribunal matters, and or any special services requested and approved by the
Township, shall be provided to the Township at the rate of:

	10/01/24	10/01/25	10/01/26
Title	09/30/25	09/30/26	09/30/27
Appraiser Aide	\$51.10	\$53.66	\$56.34
Appraiser	\$71.33	\$74.89	\$68.64
Level III Appraiser	\$127.20	\$133.56	\$140.23
Assessor	\$145.37	\$152.64	\$160.27

Hourly fees include clerical costs and overhead for the Company.

- 17. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
- 18. The Township and Company agree that the term of this contract shall begin October 1, 2024 and expire September 30, 2027. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
- 19. The Township and Company agree this contract is entered into subject to the charter and ordinances of the Township and the applicable laws of the State of Michigan.
- 20. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
- 21. The Company shall acknowledge receipt of and comply with the Township's ethics policy, computer usage policy or other singed documents
- 22. The Township agrees the Supervisor and Clerk possess complete authority by resolution of the Township Council or otherwise to execute this agreement on behalf of the Township.

WITNESSES:	WCA ASSESSING:
	Ву:
	Doug Shaw, for WCA Assessing, as its Member
WITNESSES:	HAMBURG TOWNSHIP:
	By:
	Patrick Hohl, SUPERVISOR
	By: Mike Dolan, CLERK
STATE OF MICHIGAN )	
COUNTY OF WAYNE )	)ss
State aforesaid, do hereby certi 20, Doug Shaw, doing busi whose name is subscribed to or in person and acknowledged th	, a Notary Public in and for said County, in the ify that on the day of, ness as WCA Assessing, known to me to be the person in the foregoing instrument, appeared before me this day at he signed, sealed, and delivered the said instrument or the uses and purposes therein set forth.
	NOTARY PUBLIC
	County, Michigan
	My Commission Expires:

STATE OF MICHIGAN )	
COUNTY OF LIVINGSTON	)ss )
before me, the undersigned, a Nota came Patrick Hohl, Supervisor for H Hamburg Township, a Municipal Co under and by virtue of the laws of t who executed the foregoing instrur Corporation, and such persons duly act and deed of said Municipal Corp	day of, 20, ary Public in and for the County and State aforesaid, amburg Township, and Mike Dolan, Clerk for proporation duly organized, incorporated and existing the State of Michigan, known to me to be the persons ment of writing on behalf of said Municipal acknowledged the execution of the same to be their poration.
and year last above written.	
	NOTARY PUBLIC
	County, Michigan
	My Commission Expires:

### TOWNSHIP OF HAMBURG RESOLUTION FOR TREASURER'S WAIVER OF COLLECTION OF ADDITIONAL 3% PENALTY AND 1% INTEREST

At a regular meeting of the Township Board of the Township of Hamburg, Livingston County, State of Michigan, held at the Hamburg Township Board Room on Tuesday, September 17, 2024, beginning at 7:00 p.m., Eastern Standard Time, there were

PRESENT:	
ABSENT:	
And the following preamble and resolution was	
MOVED FOR ADOPTION:	
SUPPORTED BY:	
RESOLUTION	
<b>WHEREAS</b> , the Township Board ("Board") of the Township of Hambu resolutions by previous Township Boards with reference to the waiver, b 3% property tax penalty fee and 1% interest on all property taxes paid af before February 28, 2025;	y the Treasurer, of an additional
<b>NOW THEREFORE, BE IT RESOLVED</b> , that the Township Board of hereby authorizes the Township Treasurer to waive the additional 3% preinterest on all property taxes paid after February 14, 2025 but on or before	operty tax penalty fee and 1%
A roll call vote on the foregoing resolution was taken and was as follows	y:
AYES:	
NAYS:	
ABSENT:	
RESOLUTION DECLARED:	
CERTIFICATION	
I, Michael Dolan, being the duly elected Clerk of the Township of Ha Michigan hereby certify that (1) the foregoing is a true and complete cop by the Township Board on September 17, 2024; (2) the original of such rof the Clerk's office; (3) the meeting was conducted, and public notice the in full compliance with the Open Meetings Act (Act No. 267, Public Act amended); and (4) minutes of such meeting were kept and will be or have available as required by the Open Meetings Act.	by of the Resolution duly adopted resolution is on file in the records hereof was given, pursuant to and is of Michigan, 1976, as
DATE:	
Michael Dola Hamburg Town	

# HAMBURG TOWNSHIP LIVINGSTON COUNTY, MICHIGAN

### **RESOLUTION NO.**

# RESOLUTION OPTING OUT OF THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT (ALSO KNOWN AS SENATE BILL 7)

At a regular meeting of the Hamburg Township Board of Trustees, held at the Hamburg Township Hall located at 10405 Merrill Road, Hamburg Township, Livingston County, Michigan, on September 17, 2024 beginning at 7:00 p.m., there were:

PRESENT:

ABSENT:
Moved byto adopt the following resolution:
RESOLUTION
<b>WHEREAS,</b> the "Publicly Funded Health Insurance Act" also known as Senate Bill 7, was passed by the Michigan Legislature and signed by Governor Snyder on September 27 <sup>th</sup> , 2011; and
WHEREAS, although the law imposes a maximum that public employers may contribute to employee health care costs, it also provides a mechanism for Townships and other "local units of government" to OPT OUT of the Act's requirements for a one (1) year period by a two-thirds vote of the Townships Board, allowing the Township to determine, on its own, how much it contributes to employee health insurance without reference to hard caps or the 80/20 plan in the Act. A new two-thirds vote would be required to extend the exemption in each subsequent year.
<b>NOW, THEREFORE, BE IT RESOLVED,</b> the Hamburg Township Board of Trustee's has, by at least a two-thirds vote, indicated its intention to OPT OUT of the requirements of the "Publicly Funded Health Insurance Contribution Act" also known as Senate Bill 7.
A roll call vote on the foregoing resolution was taken and was as follows:
AYES:
NAYS:
ABSENT:
The resolution was declared

Item 15.

# HAMBURG TOWNSHIP LIVINGSTON COUNTY, MICHIGAN

#### **CERTIFICATION**

I, Michael H. Dolan, being the duly elected Clerk of the Township of Hamburg, Livingston County, Michigan, hereby certify that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board, and the vote taken thereon, at the meeting described in the introductory paragraph, at which time a quorum was present and remained throughout; (2) the original of such resolution is on file in the Clerk's office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and have been or will be made available as required thereby.

Michael H. Dolan Township Clerk Hamburg Township 10405 Merrill Road

Hamburg, Michigan

Dated: September 17, 2024

## RESOLUTION HAMBURG TOWNSHIP 2024 TAX LEVIES

At a regular meeting of the Hamburg Tonwship Board of Trustees, held at the Hamburg Township Hall located at 10405 Merrill Road, Hamburg Township, Livingston County, Michigan on Tuesday, September 17, 2024 beginning at 7:00 p.m., there were:

PRESENT:			
ABSENT:			
Resolution m	2007-01 (AV81-0500) - 10	, and supported by	to adopt

**NOW THEREFORE BE IT RESOLVED** that the Hamburg Township Board hereby authorizes the Levy of Mills on the 2024 taxes, broken down as follows:

Allocated Operating	0.7891
Police Fund	2.3885
Fire Fund	2.2500
Library	0.8936
Roads	0.9691
тот	TAL 7.2903

BE IT FURTHER RESOLVED that the following amounts are levied to be included on the December 2024 tax bills for Special Assessment Districts in the Township:

	ROAD MAINTENANCE DISTRICTS	
X3780	Campbell Drive	\$4,307.96
x3008	Community Drive	\$5,060.27
X3009	Crystal Drive/Crystal Beach	\$1,261.35
X3139	Downing Drive	\$416.87
X3800	Edgelake/Burton Drives	\$590.00
X3760	Island Shore Road/Schlenker Drive	\$12,541.87
X3152	Kingston Drive	\$12,808.07
X3012	Norene-Peary	\$2,033.46
X3770	Riverside/Centruy/Lagoon & Radial Drives	\$35,827.27
X3634	Rustic/Lake Pointe Drives	\$6,393.75
X3633	Scott Drive	\$4,752.57
X3930	Winans Drive	\$9,795.11
	Subtotal	\$95,788.55

	STREET LIGHTING & WEED CONTROL DIST	
X0004	Mumford Park Street Lighting	\$2,120.00
X4499	Lake Shan-Gri-La Aquatic Weed Control	\$4,832.74
X4016	Washtenaw LK Improvement	\$60,580.50
X4033	Hamburg Township Aquatic Weed Control	\$0.00
	Subtotal	\$67,533.24
	SEWER ASSESSMENTS	
X2112	Contract S.A.D. 2006	\$2,099.99
X2115	Contract S.A.D. 2006 Purcell	\$688.32
X2119	Contract S.A.D. NIMS20	\$3,870.22
X2141	Contract S.A.D. Miller 2021	\$1,456.71
X2565	Water Phase 1 2008	\$70,328.86
	Subtotal	\$78,444.10
	DELIQUENT SEWER OPS/MAINTENANCE	
X015	DLQ Utility	\$261,573.06
X015PL	Portage Lake	\$16,032.50
	Subtotal	\$277,605.56
	ROAD IMPROVEMENT SADs	
X3129	Indianola/Gallagher Area Rd Improvement	\$19,549.52
X3169	Hillside Lake	\$18,391.52
X3228	Downing Drive	\$8,208.01
X3229	Edgelake & Burton Drive	\$20,711.33
X3230	Bob White Beach Blvd	\$13,903.02
X3231	Oneida Way	\$6,669.00
X3232	Arrowhead	\$107,402.24
X3233	Tamarack Drive North	\$11,378.61
X3234	Towering Pines	\$17,114.88
X3235	Far Ravine Drive	\$14,773.00
X3236	Tamarack Lake Subdivision	\$30,119.32
X3237	Lawrence Court	\$19,254.24
X3238	Shadow Woods	\$24,539.52
X3239	Tara Glen Sub 1 & 2	\$45,518.76
X3240	Louis Lane	\$17,649.72
X3195	Bob White Beach	\$11,524.83
X3205	Crystal Dr/Crystal Beach	\$67,848.00
X3224	Forest Creek Imp	\$18,408.26
X3241	Fox Pt Beach	\$22,360.70
X3249	Margaret Dr. Rd Imp	\$4,705.96
X3254	Orchard Village Sub Rd. Imp	\$8,411.75
X3262	River Run Rd Imp	\$18,105.28
X3270	Shan-Gri-La Rd Imp	\$34,000.00
X3274	Teahen Meadows	\$9,640.40
X3302	Zukey/Redding Rd	\$30,745.52
		\$600,933.39

	DRAIN ASSESSMENT	TOWNSHIP	PROPERTIES
XL2406	Portage-Baseline Lake Level		\$12,787.55
XL2401	Bass Lake Level	\$226.98	\$3,174.37
X24032	Livinston No. 13	\$209.26	\$69.95
XM2006	Valley Forge	\$12,180.00	\$18,014.93
X24050	West Point Hills No. 2	\$812.50	\$1,300.00
	Subtotal	\$13,428.74	\$35,346.80
	CANAL DREDGING		
X0110	Margaret Drive Area		\$7,824.41
	Subtotal		\$7,824.41
	MISCELLANEOUS		
X2132	Sewer A/R		\$646.10
X2574	LCWA		\$2,713.37
	Subtotal		\$3,359.47
	GRAND TOTAL		\$1,166,835.52

A roll call v	vas taken as follows:
AYES:	
NAYS:	
ABSENT:	
RESOLUTIO	ON DECLARED

#### CERTIFICATION

I, MICHAEL DOLAN, BEING THE DULY ELECTED Clerk of the Township of Hamburg, County of Livingston, State of Michigan, do hereby certify that (1) the foregoing to be a true and complete copy of a Resolution duly adopted by the Township Board, and the vote taken thereon, at the meeting described in the introductory paragraph, at which a quorum was present and remained throughtout; (2) the original of such resolution is on file in the records in my office; (3) the meeting was conducted, and the public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and have been or will be made available as required thereby.

Michael Dolan, Clerk Hamburg Township 10405 Merrill Road Post Office Box 157 Hamburg, MI 48139

Dated:				
Dateu.				

ORIGINAL TO: County Clerk(s)

Carefully read the instructions on page 2.

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

Item 16. \_-4029

# 2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

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

ins form is issued under authority of wice Sections 211.24e, 211.34 and 211.34d. Filling is mandatory, Penalty applies.			
	24 Taxable Value of ALL Properties in the Unit as of 5-28-2024		
Livingston	1,405,788,495		
	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricuttural, Qualified Forest, Industrial		
Hamburg Twp	Personal and Commercial Personal Properties.		

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filling is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2024 Current Year "Headlee" Millage Reduction Fraction	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Alloc	Oper		1.3000	0.7948	.9929	0.7891	1.0000	0.7891		0.7891	
Alloc	Police	Aug - 18	2.500	2.4056	.9929	2.3885	1.0000	2.3885		2.3885	2027
Alloc- new	Fire	Aug - 24	2.2500	1.0000	N/A	2.2500	1.0000	2.2500		2.2500	2034
Alloc	Library	Aug - 22	0.9000	0.9000	.9929	0.8936	1.0000	0.8936		0.8936	2029
Alloc	Roads	Nov - 22	1.0000	0.9761	.9929	0.9691	1.0000	0.9691		0.9691	2025
			,								

Prepared by	Telephone Number	Title of Preparer	Date
Alex Wilkinson	(810) 222-1163	Assessor	09/16/2024
			•

**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

380	).1211(3).			
	Clerk	Signature	Print Name	Date
	Secretary			09/16/2024
	Chairperson	Signature	Print Name	Date
	President			

Local School District Use Only. Complete millage to be levied. See STC Bulletin 2 of instructions on completing this section.	f 2024 for
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

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

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



10405 Merrill Road ◆ P.O. Box 157 Hamburg, MI 48139 Phone: 810.231.1000 ◆ Fax: 810.231.4295 www.hamburg.mi.us

09/12/24

To: Hamburg Township Board

From: Tony Randazzo & Ryan Ward

Re: DPW Technician On-Call Position

We seek approval from the Board to hire a DPW Technician for on-call work only to replace one of our workers who quit last month. We have interviewed a prospective candidate for the position and believe that he will be a good fit. The new employee will be brought in at a rate of \$34.22 per hour, which has been previously established for this position. This hire will be conditional upon successful completion of all pre-employment prerequisites. Once those are met, we would like to start the new employee on 09/20/24.