



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 Chuck Menzies, Patricia Hughes, Nick Miller, Joanna Hardesty

BOARD OF TRUSTEES REGULAR MEETING

Tuesday, February 04, 2025 at 2:30 PM
Hamburg Township Hall Board Room

AGENDA

CALL TO ORDER

PLEDGE TO THE FLAG

ROLL CALL OF THE BOARD

CALL TO THE PUBLIC

CONSENT AGENDA

- [1.](#) 06-18-2024 Cemetery Meeting Minutes
- [2.](#) 1-21-2025 6:30 pm Township Board Work-Study Session Minutes
- [3.](#) 1-21-2025 7:00 pm Board of Trustees Regular Meeting Minutes
- [4.](#) Township Coordinator Report - January 2025
- [5.](#) Parks & Rec - Blackout List - 2025
- [6.](#) Parks & Rec - Approved Meeting Minutes - December 18, 2024
- [7.](#) Bills List(s) 02.04.2025 Meeting
- [8.](#) 2024 Annual Review & Analysis - Police

APPROVAL OF THE AGENDA

UNFINISHED BUSINESS

- [9.](#) Fire apparatus reimbursement resolution

CURRENT BUSINESS

- [10.](#) Purchase of Police Vehicles
- [11.](#) Conditional Offer of Employment
- [12.](#) Parks & Rec - Park Use for Event - Jogging for Jakey 5K - August 23, 2025
- [13.](#) Waste Management Contracts
- [14.](#) PZTA24-0004 Sign Regulation Enforcement (Second reading)
- [15.](#) PZTA24-0005 Cottage Housing PUD Repeal (Second reading)
- [16.](#) Planning and Zoning 2024 Annual Report
- [17.](#) Bond Authorizing Resolution - Hamburg Twp. 2025 SAD
- [18.](#) Official Notice of Sale - Hamburg Township 2025 SAD

CALL TO THE PUBLIC

BOARD COMMENTS

ADJOURNMENT

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

**HAMBURG TOWNSHIP CEMETERY COMMITTEE MEETING
10405 MERRILL ROAD, HAMBURG, MI 48139
TUESDAY, JUNE 18, 2024**

1. Call to Order

The meeting was called to order by Chairman Negri at 10:04 a.m.

2. Roll Call of the Committee

Present: Committee Chairman Negri, Clerk Dolan and Supervisor Hohl

Absent: None

Also Present: Duane Hoepfner, Mary Kuzner

3. Call to the Public

No members of the public were present.

4. Correspondence: None.

5. Approval of the Agenda

Motion by Hohl, seconded by Dolan, to approve the agenda as presented.

Voice Vote: Ayes: 3 Nays: None Motion Carried

6. Approval of the Minutes

Motion by Hohl, seconded by Negri, to approve the February 13, 2024 Committee Meeting Minutes as presented.

Voice Vote: Ayes: 3 Nays: None Motion Carried

7. Unfinished Business:

A. Publication of Rules

Section 1 First 5 bullet points and monument temporary or permanent symbols and No responsibility and last 4 – wreaths. (11) bullet points total

Motion by Negri, seconded by Dolan, for Clerk and Sexton to coordinate with sign maker to include rules and regulations as amended for signage posting at all (3) cemeteries, and to include them in the newsletter and make updates to the website.

Voice Vote: Ayes: 3 Nays: None Motion Carried

B. Finalize Pricing

Full complete pricing from ordinance.

By reflecting new monument foundation as amended W/B

.55 sq in standard .60 sq in odd

Pat - repairs to mausoleum – caulk for free

Monument frost depth – update in Municode and website

Send updated fee schedule and minutes to Deby to perform website updates.

24 last year, 14 full casket, 4 casket this year

Winter burials will have an additional charge of \$250.00 when the frost is 2” or more.

8. Current Business:

C. Potter’s Field

Motion by Hohl, seconded by Negri, for the Sexton to appropriately detail the Southeast corner of Potter’s Field, specifically the full block (12) to identify exactly where burials are.

Voice Vote: Ayes: 3 Nays: None Motion Carried

Committee Comments:

Sexton Hoepfner inquired about plot buy back procedures.

10. Adjournment

Motion by Negri, second by Hohl, to adjourn.

Voice Vote: Ayes: 3 Nays: None Motion Carried

Meeting adjourned at 10:33 p.m.

Respectfully submitted,



Hamburg Township Clerk

Approved at the _____ Cemetery Committee Meeting



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Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Chuck Menzies, Patricia Hughes, Nick Miller, Joanna Hardesty

TOWNSHIP BOARD WORK-STUDY SESSION

Tuesday, January 21, 2025 at 6:30 PM
Hamburg Township Hall Board Room

MINUTES

CALL TO ORDER

The meeting was called to order at 6:30 pm.

PLEDGE TO THE FLAG

ROLL CALL OF THE BOARD

PRESENT

Pat Hohl
Mike Dolan
Jason Negri
Joanna Hardesty
Patricia Hughes
Chuck Menzies
Nick Miller

CALL TO THE PUBLIC

A call was made with no response.

APPROVAL OF THE AGENDA

Motion by Menzies, seconded by Hardesty, to approve the agenda as presented, with the addition of Organizational Chart.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

UNFINISHED BUSINESS

1. Employee handbook changes
Discussion, no action taken.
2. Parliamentary Procedures
Discussion, no action taken.

- 3. Committee Assignments/Bylaws
Discussion, no action taken.
- 4. Organizational Chart
Discussion, no action taken.

CURRENT BUSINESS

None.

CALL TO THE PUBLIC

A call was made with no response.

BOARD COMMENTS

None.

ADJOURNMENT

Motion by Miller, seconded by Negri, to adjourn the meeting.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

The meeting was adjourned at 7:00 pm.

Respectfully submitted,



Jennifer Daniels
Recording Secretary



Mike Dolan
Township Clerk

JANUARY 2025

Important Numbers
Office
(810) 632-2155

Fire, Police, Emergency
911

Office Hours
Mon – Fri 7:30 AM – 3:00 PM

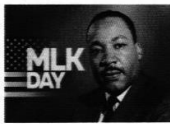
Livingston County Senior Nutrition Program



11600 Grand River Ave. • Brighton, MI 48116



Meals on Wheels would like to wish everyone a very Safe and Happy New Year!



No Meals on Wheels Delivery
Monday, January 20th
*see menu for details



Meals on Wheels would like to wish everyone with a Birthday in January a very Happy Birthday!

Reminder of Bad Weather Procedures!

Bad weather is here and to be prepared, here are the procedures to follow to determine if meal delivery will be cancelled. When there is bad weather and schools are closing, call the main office line to check and see if we will have a delivery that day. We will change the message on our phones by 7:00AM so you can call and confirm meals are cancelled. This is a good time to use the 5-meal emergency packs that were sent to you! We will resume delivering your meals as soon as the weather permits!



Thank You American Legion Auxiliary Post 141!



Meals on Wheels would like to say a very big thank you to the American Legion Auxiliary Post 141! For many years this organization has prepared, packed and delivered Christmas dinner to the Homebound Seniors who reserved a meal and were home on Christmas Day. We couldn't do it without your organization and we thank you for your help and generosity during the Christmas Holiday!

Gift of Giving Event!



Meals on Wheels would like to say a very big thank you to the Little Green Apple store in Brighton for choosing Meals on Wheels as the beneficiary from their Gift of Giving Event! Customers who bought the Gift of Giving Ornament received 20% off their purchase and the proceeds from the ornament were donated to Meals on Wheels. We can't thank you enough for choosing Meals on Wheels!

Christmas Stockings!

Meals on Wheels would like to say a very big thank you to the group that made Christmas Stockings for our seniors! They handmade stockings and then filled the stockings with candy! We can't thank you enough



for donating these stockings to our seniors, it brought them so much joy!

Pictured: Sue, Jane Mary, Janet, Peggy and Mindy. Not Pictured is Joanne & Vicki.



Thanksgiving Packers!

Meals on Wheels would like to say a very big thank you to the Yaldao, Shaw & McClafferty Families for helping us pack the Thanksgiving meals! These families have helped us for many years and have created a "tradition" with us! We couldn't do it without you guys! Thank you!



Thank you, Families Building Faith!

Meals on Wheels would like to say a very big thank you to Families Building Faith for donating Christmas Pet Food Treats to the clients on our program!

Is Your Identity Safe? What To Do If It's Not

by Mariana Raymond of Truecaller

Identify theft is becoming more common, affecting people from all walks of life—but you can protect yourself.

How Identity Theft Happens

Most identity theft happens online. Often when someone clicks links from text messages, emails, or even is catfished. The link you click could lead you to a fake website to input credentials or have you install an app that can retrieve your passwords to important accounts.

Identity Theft Scams on the Rise

- **Synthetic Identity Theft:** With synthetic identity theft, scammers mix real and fake information to create a new, false identity. They might use a real Social Security number alongside made-up details. This lets them open bank accounts, get credit cards, or even apply for loans—using a fake identity that feels all too real.
- **Medical Identity Theft:** Medical identity theft happens when someone uses your personal medical information to access healthcare services, prescription drugs, or medical devices. This can leave you with unexpected medical bills or inaccurate records, which can complicate future treatments. It's a frustrating situation, but knowing what to look for can help.
- **Account Takeover Fraud:** In account takeover fraud, scammers take control of your online accounts, such as banking, email, or social media. This often happens through phishing emails, weak passwords, or data breaches. Once inside, they can drain your

funds or steal even more personal details. It's scary, but there are ways to protect yourself.

- **Deepfake and AI-driven Identity Theft:** As technology advances, criminals use tools such as artificial intelligence (AI) to create deepfakes—fake videos or voices that look and sound just like real people. They can use these to trick others into believing they are someone else. It's a high-tech problem, but you don't need to be a tech expert to fight back.



Ways to Protect Yourself

No solution is foolproof, but there are 7 steps you can take to protect yourself and lower the chances of becoming a victim:

1. **Use a Caller ID & Scam Blocking app:** The Truecaller app helps identify unknown calls and messages, and will even identify scam numbers in real time. People around the world actively report numbers as scams and write comments about their experience, and you can see statistics about scammers' call patterns.
2. **Use Strong and Unique Passwords:** Use passwords that are tough to crack—mix letters, numbers, and symbols. Avoid reusing passwords across accounts. A password manager

can be a handy tool to create and store them safely.

3. **Enable Multi-Factor Authentication (MFA):** MFA adds an extra layer of security to your accounts. After entering your password, you'll need to verify your identity again, like with a code sent to your phone. It's like adding a second lock on your door, making it harder for scammers to break in.
4. **Monitor Your Credit Regularly:** Keep an eye on your credit reports for anything unusual, such as new accounts you didn't open. It's one of the quickest ways to spot identity theft early. Many places offer free credit monitoring services, so take advantage of them.
5. **Consider Identity Theft Protection Services:** Some services can keep an eye on your personal information and alert you if they spot something suspicious. While they can't prevent identity theft, they can make the recovery process smoother if it happens to you.
6. **Secure Your Devices:** Keep your phone, computer, and other devices updated with the latest security patches. Use antivirus software and strong passwords to keep hackers out. It's a simple habit that can go a long way.
7. **Shred Important Documents:** Even in today's digital age, physical paperwork can still be a goldmine for thieves. Shred any documents with personal information—bank statements or medical bills—before you toss them out.

From the Kitchen

Southern Fried Cabbage

Ingredients

- 1/3 cup vegetable oil
- 3 slices bacon, cut into thirds
- 1 teaspoon salt, or to taste
- 1 teaspoon ground black pepper, or to taste
- 1 head cabbage, cored and sliced
- 1 white onion, chopped
- 1 pinch white sugar

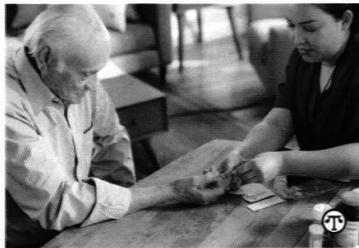


Directions

1. Gather all ingredients.
2. Heat oil in a large pot over medium heat; add bacon and season with salt and pepper. Cook until bacon is crisp, 5 to 7 minutes.
3. Add cabbage, onion, and sugar; cook and stir continuously until cabbage and onion are tender, about 5 to 10 minutes.
4. Serve and enjoy!

Diabetes is More Common Than You May Realize

(NAPSI)—If you or someone you care for is among the 1 in 3 U.S. adults estimated to have prediabetes, a condition where blood sugar levels are higher than normal but not high enough



yet to be diagnosed as type 2 diabetes, or is among the nearly 40 million Americans the Centers for Disease Control and Prevention (CDC) estimates have diabetes, chances are good you or the person you care for won't even know it.

That's because nearly 90% of those who have prediabetes have no clear symptoms and aren't aware they have it, and thus have an increased risk of developing diabetes.

One reason may be that people often think diabetes is a disease of old age and aren't on the lookout. In fact, adults aged 45-64 receive the majority of new diabetes diagnoses in the U.S. and the country has seen increases in disease prevalence among those 18-44.

What You Can Do

Diabetes can affect health and quality of life at any age, but you can protect yourself three ways:

1. Be proactive—know your numbers, know your risk: From race and ethnicity, to genetics, weight and more, knowing

your risk factors is the first and best step you can take in preventive measures to mitigate your risk of developing diabetes.

2. Make good lifestyle choices: Strategies to stay as healthy as possible and prevent diabetes and other chronic diseases include:

- Make healthy food choices.
- Walk and integrate other forms of exercise into your daily routine.
- Stop smoking.
- Track your glucose levels.
- Get preventive testing and screening for kidneys, blood pressure, cholesterol and cancer.
- If you do develop diabetes, work with your primary care provider to develop and follow a diabetes care plan.

Modest weight reduction (5-10% of baseline weight) and increased physical activity to at least 150 minutes per week can reduce the incidence of diabetes by more than 50%.

3. Know your diabetes status: Get screened early (by age 35), especially if you have any risk factors.

New Year's Fitness



- | | | | |
|------------|------------|----------|-----------|
| AEROBICS | ELLIPTICAL | PILATES | TENNIS |
| BASKETBALL | EXERCISE | ROWERS | TRACKER |
| BICYCLE | FITNESS | RUNNING | TREADMILL |
| BOXING | GYMNASTICS | SOCCER | YOGA |
| BURN | JOGGING | STEPPER | |
| CALORIES | PEDOMETER | STRENGTH | |
| CARDIO | TRAMPOLINE | SWEAT | |
| CROSSTRAIN | | SWIMMING | |

Using the Nutrition Facts Label: For Older Adults

By: U.S. Food & Drug Administration

Making healthy dietary choices can help you feel your best and stay active. It can also help you lower your risk of developing some health conditions that are common among older adults.

The U.S. Food and Drug Administration (FDA) has a tool to help you make informed food choices that can have positive effects on your health and wellness. It is called the Nutrition Facts label and you can find it on packaged foods and beverages. Read this page to learn how to use the Nutrition Facts label. The following key terms are intended to make it easier for you to use the Nutrition Facts labels to make informed food choices.

Servings Per Container shows the total number of servings in the entire food package or container. One package of food may contain more than one serving. For example, if you eat or drink two servings, you are getting double the calories and double the nutrients that are listed on the label.

Serving Size is based on the amount of food that is usually eaten at one time. Serving size is not a recommendation of how much to eat. The nutrition information listed on the label is usually based on one serving of the food; however, some containers may also have nutrition information listed for the entire package.

Calories refer to the total number of calories in a serving of the food. To achieve or maintain a healthy body weight, balance the number of calories you eat and drink with the number of calories your body uses.

2,000 calories a day are used as a general guide for nutrition advice. Your calorie needs may be higher or lower and vary depending on your age, sex, height, weight, and physical activity level. Check your calorie needs at www.myplate.gov/myplate-plan.

% Daily Value (%DV) shows how much nutrients in a serving of the food contribute to a total daily diet. The Daily Values are reference amounts (in grams, milligrams, or micrograms) of nutrients to consume or not to exceed each day.

Use the %DV to determine if a serving of the food is high or low in an individual nutrient. You can also use the %DV to compare food products (make sure the serving size is the same). For example, if you eat one serving of food and it provides 10% DV of dietary fiber, then for that day, you have eaten 10% of your dietary fiber daily goal.

Use the Nutrition Facts Label to Make Healthy Choices: 3 Tips

Nutrition Facts	
8 servings per container	
Serving size 2/3 cup (55g)	
Amount per serving	
Calories 230	
% Daily Value*	
Total Fat 8g	10%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 160mg	7%
Total Carbohydrate 37g	13%
Dietary Fiber 4g	14%
Total Sugars 12g	
Includes 10g Added Sugars	20%
Protein 3g	
Vitamin D 2mcg	10%
Calcium 260mg	20%
Iron 8mg	45%
Potassium 240mg	6%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

- 1 The serving size appears in large, bold font and some serving sizes were updated.
- 2 Calories are displayed in large, bold font.
- 3 Daily Values were updated.
- 4 Added sugars, vitamin D, and potassium are required on the label. Manufacturers must declare the amount in addition to percent Daily Value for vitamins and minerals.

1. Check the Servings.

- a. The nutrition information listed on the label is usually based on one serving of the food. When comparing calories and nutrients in different foods, check the serving size to make a correct comparison. And remember, it is common for a food package or beverage to have more than one serving.

2. Know Your Calorie Needs.

- a. 2,000 calories a day are used as a general guide for nutrition advice. However, your calorie needs may be higher or lower and depend on your age, sex, height, weight, and the amount of physical activity you get each day. Talk to your healthcare provider about your calories and nutritional needs, as you age. Visit www.myplate.gov/myplate-plan and talk to your healthcare provider to see what calorie range is right for you.

3. Use % Daily Value as a Guide.

- a. The %DV can help you look for food to decide which is the better choice for you. Older adults should more often look for foods with a higher %DV of dietary fiber, vitamin D, calcium, and potassium. Older adults should also more often look for foods with a lower %DV of saturated fat, sodium, and added sugars. Talk to your healthcare provider about which nutrients you should track closely for your overall health.

Livingston County & Western Oakland Meals on Wheels - January 2025 Menu

<u>Monday</u> <u>1/6/2025</u>	<u>Tuesday</u> <u>1/7/2025</u>	<u>Wednesday</u> <u>1/8/2025</u>	<u>Thursday</u> <u>1/9/2025</u>	<u>Friday</u> <u>1/10/2025</u>
Hot Dog Bun Carrots Baked Beans Apple 0	Baked Ziti Italian Vegetables Tossed Salad Peaches Breadstick 0	Sweet & Sour Chicken Asian Vegetables Whole Grain Rice Pineapple Whole Grain Bread 0	Hamburger w/cheese Hamburger Bun Potato Salad Broccoli Orange 0	Beef Chili Corn Tossed Salad Banana Cornbread 0
<u>Monday</u> <u>1/13/2025</u>	<u>Tuesday</u> <u>1/14/2025</u>	<u>Wednesday</u> <u>1/15/2025</u>	<u>Thursday</u> <u>1/16/2025</u>	<u>Friday</u> <u>1/17/2025</u>
Grilled Chicken Sandwich Hamburger Bun Three Bean Salad Carrots Apple 0	Cheese Ravioli Italian Vegetables Tossed Salad Breastick Apple Sauce 0	Gyro w/tomato & onion Tzatziki Sauce Coleslaw Pita Bread Orange	Lemon Pepper Chicken Rice Pilaf Broccoli Tossed Salad Whole Grain Bread Mixed Fruit	Stuffed Peppers Mashed Potatoes Mixed Vegetables Dinner Roll Banana 0
<u>Monday</u> <u>1/20/2025</u>	<u>Tuesday</u> <u>1/21/2025</u>	<u>Wednesday</u> <u>1/22/2025</u>	<u>Thursday</u> <u>1/23/2025</u>	<u>Friday</u> <u>1/24/2025</u>
CLOSED Frozen Delivered Wednesday 1/15 0 0 0	Pepperoni Calzone Italian Vegetables Apple 0 0 0	Swedish Meatballs Rice Mixed Vegetables Corn Banana Dinner Roll	Chicken Fettucini Alfredo Broccoli Tossed Salad Pears Breadstick 0	Swiss Steak Broccoli Orange Mashed Potatoes Whole Grain Bread 0
<u>Monday</u> <u>1/27/2025</u>	<u>Tuesday</u> <u>1/28/2025</u>	<u>Wednesday</u> <u>1/29/2025</u>	<u>Thursday</u> <u>1/30/2025</u>	<u>Friday</u> <u>1/31/2025</u>
Polish Sausage Hot Dog Bun Sauerkraut Potato Wedges Apple 0	Beef Tacos Cheese, Lettuce, Tomatoes Salsa & Sour Cream Refried Beans Tortillas Pineapple	Chicken & Dumplings Coleslaw Peas & Carrots Banana Dinner Roll 0	Beef Lasagna Italian Vegetables Tossed Salad Pears Breadstick 0	Pulled BBQ Chicken Sandwich Hamburger Bun Potato Salad Brussel Sprouts Orange 0
<u>Monday</u> <u>2/3/2025</u>	<u>Tuesday</u> <u>2/4/2025</u>	<u>Wednesday</u> <u>2/5/2025</u>	<u>Thursday</u> <u>2/6/2025</u>	<u>Friday</u> <u>2/7/2025</u>
Sloppy Joe Hamburger Bun Three Bean Salad Carrots Apple Sauce 0	Chicken & Broccoli Casserole Coleslaw Carrots Banana Biscuit 0	Beef Goulash Italian Vegetables Tossed Salad Peaches Breadstick 0	Chicken Leg Potato Wedges Peas & Carrots Apple Dinner Roll 0	Baked Cod Macaroni & Cheese Brussel Sprouts Orange Whole Wheat Bread 0

PLEASE CALL 24 HOURS IN
ADVANCE TO CANCEL MEALS
810-632-2155

MENU SUBJECT TO CHANGE
WITHOUT NOTICE

HALF PINT OF MILK
SERVED WITH EVERY MEAL

COST SHARE \$3.50/MEAL

MONDAY 1/20
NO MEALS DELIVERED
FROZEN DELIVERED
WEDNESDAY 1/15

Our site is funded in whole or in part by the Federal Older American's Act and the AASA through the Area Agency on Aging 1-B. We comply with the terms and relations of the Title V of the Civil Rights Act of 1964 as amended and Section 504 of the Social Rehabilitation Act of 1973 and is an Equal Opportunity Employer. Reasonable accomodation will be provided upon request.



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Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Chuck Menzies, Patricia Hughes, Nick Miller, Joanna Hardesty

BOARD OF TRUSTEES REGULAR MEETING

**Tuesday, January 21, 2025 at 7:00 PM
Hamburg Township Hall Board Room**

MINUTES

CALL TO ORDER

The meeting was called to order at 7:00 pm.

PLEDGE TO THE FLAG

ROLL CALL OF THE BOARD

PRESENT

- Pat Hohl
- Mike Dolan
- Jason Negri
- Joanna Hardesty
- Patricia Hughes
- Chuck Menzies
- Nick Miller

CALL TO THE PUBLIC

A call was made with no response.

CONSENT AGENDA

Motion by Menzies, seconded by Miller, to approve the consent agenda, as presented.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

1. 01-08-2025 1:30 pm Township Board Work Study Session Minutes
2. 01-08-2025 2:15 pm Buhl Drive Rd Improvement SAD - 2nd Public Hearing Minutes
3. 01-08-2025 2:30 Board of Trustees Regular Meeting Minutes
4. Bills List 01.21.2025
5. Public Safety Monthly Report December, 2024

APPROVAL OF THE AGENDA

Motion by Dolan, seconded by Hardesty, to approve the agenda as presented, with the addition of setting a Special Board Meeting and to also set committee assignments.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

UNFINISHED BUSINESS

6. Township Manager Position

Motion by Negri, seconded by Hardesty, to cease the search for a Township Manager.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

CURRENT BUSINESS

7. 2025/2026 Budget Process

Motion by Hohl, seconded by Hughes, to approve the budget process as outlined in the packet.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

8. Budget Amendments 2nd QT FY 24-25

Motion by Hohl, seconded by Miller, to approve the budget amendments as presented in the packet.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

9. IT - New Server

Motion by Miller, seconded by Hardesty, to approve purchasing a Dell T560 Poweredge server in the amount of \$12,918.20.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

10. Buildings & Grounds Trailer

Motion by Hardesty, seconded by Negri, to approve the purchase of a new trailer to haul the mini excavator for \$15,500.00.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

10. Committee Assignments

Motion by Dolan, seconded by Negri, to approve the Committee Assignments.

MUC: Menzies, Negri, Hohl

Planning Commission: Hughes

ZBA: Hardesty

Portage Base Sewer Authority: Hughes

Public Safety: Menzies, Hughes, Hohl

LCWA: Hohl, Hughes Alternate: Dolan

Senior Center: Hardesty

Parks: Dolan, Miller

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

10. Board of Trustees Special Meeting

Motion by Hohl, seconded by Negri, to hold a Special Board Meeting on February 4, 2025 at 11:30 am, agenda items will include, but are not limited to Employee Handbook Changes, Parliamentary Procedures, Bylaws of Township Committees, Contract Negotiations Committee, and Organizational Chart.

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

CALL TO THE PUBLIC

A call was made with no response.

BOARD COMMENTS

None.

ADJOURNMENT

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

Voting Yea: Hohl, Dolan, Negri, Hardesty, Hughes, Menzies, Miller

The meeting was adjourned at 7:24 pm.

Respectfully submitted,



Jennifer Daniels
Recording Secretary



Mike Dolan
Township Clerk



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

To: Township Board of Trustees & Parks Committee

From: Deby Henneman, Township Coordinator, Parks, ADA, Grants, Ordinances

Re: Township Coordinator’s Report – January 2025

Parks:

Bennett Park & Water Trail Access Improvements Grant TF22-0107: The EGLE Permit has been filed, and the bid documents have been uploaded to the MDNR and we are awaiting approval. Once we receive the green light, Spicer will advertise for bids and we will start meeting with our donors/volunteers. The old playground may be better suited to a future picnic pavilion, so we will be discussing future locations for the Intergenerational Play items (ie: cornhole, connect four, etc.).

We welcomed Santa at the Village Trailhead Story Walk who read the new book: Merry Moosey Christmas. I would like to make this an annual event, and anticipate it only getting bigger each year. I would like to thank our “Pinckney Pirate” for donning Santa’s suit for us this year.



We have installed the recycled Wind Turbine bench granted by the MDNR at the Pettysville Trailhead. The artwork will be coordinated in the spring, and I am in the process of finding a suitable volunteer group to maintain the garden plantings. Sample artwork can be seen here: <https://noblewins.com/pages/public-art>.

Park Projects/Tasks:

- West Park
 - Disconnect Sprinkler system for field H8
 - Repair flooding in field H3
 - Engineered Wood Fiber for abandoned playground to install “game” area
 - Eradicate Moles in H1
 - Wayfinding signage for driveway
 - Look into new gate for driveway for large events
 - Update Kiosk
 - Revamp Concession to house vending?
 - Remove aged shed and come up with a storage solution
- East Park
 - Engineered Wood Fiber for playground
 - Secure Little Library post
 - Gravel paths to dugouts
 - Paint/Repair wood on dugouts
 - Repair/update batting cage
 - Replace/repair netting over fencing
 - Look into gate for driveway for large events
 - Increase fence height for Flyer’s field
 - Install Rules & Regs/Kiosk with contact at Flyer’s field
 - Install Info Kiosk at Concession Building
 - Revamp Concession to house vending?
- Trailheads
 - Build/Install wooden screening for portable toilets
 - Crack filling (MDNR Grant)

ADA

Inspections will start in February and ADA Transition Plan will be updated and distributed to the board for the Strategic Planning Session.

Grants:

- The 2022 Trust Fund Grant #TF22-0107 must be completed by August 31, 2025.
- The 2023 Ralph C. Wilson, Jr. – Trail Maintenance Grant #IG-202324346 is pending.
- MDNR Grant for Trailhead Maintenance is pending – Spring 2025
- A Passport Grant is being planned for future respite improvements at the Village Trailhead.
- A HERO Grant is being pursued for outdoor recreation items at the Village Trailhead.
- A Trust Fund Grant is being planned for the Zukey Footbridge

Ordinances

Supplement #3 has been included in the Code of Ordinances, and updates can be found at: [https://library.municode.com/mi/hamburg_township_\(livingston_co\)/codes/code_of_ordinances](https://library.municode.com/mi/hamburg_township_(livingston_co)/codes/code_of_ordinances). I am in the process of finalizing the changes made to the Ordinance Procedure, which will be coming to the Board either late Feb or early March. These changes include a unified numbering and index process for all future changes to the Ordinance. It also clarifies what is needed from staff as far as supporting documents, and will provide templates for consistency. As always, the board will be given a chance to review and make changes to the procedure prior to it being updated in the Administrative Policies and Procedures.

Other projects:

- **Update Park Policies/Procedures, Park Use forms, and increase Public Safety Fees - Priority**
- Organize and Scan all archive files into Docuware System based on Record retention
- Social Media Policy updates have been presented and are awaiting approval
- Property title clarification and re-zoning of parkland property is pending (with Zoning)
- Pickleball Signage to be Ordered – Rules and Regulations
- Flyer's Field Signage to be Ordered – Rules and Regulations
- Flyer's Field Safety Signage will need new Kiosk
- Flyer's Field Safety Fencing is needed to comply with safety concerns
- East Park could use an entrance Kiosk as the one on the concession building was removed
- Donation capability/QR codes is pending with Treasury/Accounting
- Scheduling Software shortlist is needed, and further demos will be scheduled
- Goal/Net Inventory project (may work with Legacy on an Inventory list)
- I will be working on brochure updates and a "Welcome" page for new residents
 - https://www.hamburg.mi.us/resident/welcome_new_residents/index.php
- Marketing plan for Adopt A Feature Program is pending as forms are being updated
 - This project is almost ready for Board review and launch
- Senior Center Rental procedure updates to be reviewed by Township counsel & then by TB
- Assisting with Senior Center Cookbook Project – Fund Raiser



Blackout (Bold)/Event activity dates for 2025

Hi-lite reflects events on both sides of park - No other uses allowed on Blackout Dates unless approved by Township. List is over and above regular use.

East Park

May 10, 2025	PHBSA Opening Day Event – 500 Est Participants (Pending)
June 7-17, 2025	Hamburg Family Fun Fest (HERO) – Setup/Teardown
June 11-15, 2025	Hamburg Family Fun Fest (HERO) – Carnival Dates – 5,000 avg
June 19, 2025	Livingston County Concert Band – Free Concert – 7PM-Dusk
June 21, 2025	PHBSA Season Close Event – 500 Est Participants (Pending)
July 24, 2025	Livingston County Concert Band – Free Concert – 7PM-Dusk
August 9, 2025	Private Event – Pavilion Area & Playground – 150 Est Participants
August, 21, 2025	Livingston County Concert Band – Free Concert – 7PM-Dusk
September 23, 2025	SEC XC Jamboree (PHS) – 1,000 avg (WP/parking)
September 26 & 27, 2025	XC Coaches Legends (PHS) – 1,500 Est Participants (WP/parking)

West Park

April 4-6, 2025	International Border Starts Tournament – 2,000 participants
May 3, 2025	Hamburg Community Clean Up Event – WP Parking lot closed
May 9-11, 2025	MI Jaguar FC Soccer Tournament – 1,600 Total Participants
June 7-17, 2025	Hamburg Family Fun Fest (HERO) – Setup/Teardown
June 14, 2025	Hamburg Family Fun Fest (HERO) – Disc Golf Tourney
June 13 & 14, 2025	Hamburg Family Fun Fest (HERO) – Fireworks 5,000 avg
August 16 & 17, 2025	PowerAde Tournament – 2,500 Total Participants
August 23, 2025	Jogging for Jakey 5K – 7AM-1PM - 75 Total Participants (See trail)

Lakelands Trail

August 2025?	Jogging for Jakey 5K – 7AM-1PM - 75 Total Participants (See WP)
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Winkelhaus Park

Memorial Day Annually	Parade in Village of Hamburg
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Projects

- West Park Grant Improvements – Trails around WP, Playground Area and H8 will be under construction
- Huron River Water Access Improvements – Possible temp closure of parts trail access from Merrill parking

For Complete Park Use Schedule go to:

https://www.hamburg.mi.us/departments/parks_and_recreation/event_calendar_info/parks_events_calendar.php

Hamburg Township
Parks & Recreation Committee
Regular Meeting
Hamburg Township Hall
Wednesday, December 18, 2024
(Rescheduled from November 26, 2024)
3:00 p.m.

1. Call to Order

Dolan called the meeting to order at 3:09 p.m.

2. Pledge to the Flag

3. Roll Call of the Parks & Recreation Committee

Board Members Present: McCabe, Dolan, Auxier

Board Members Absent: Muck, Miller

Also present: Deby Henneman, Township Coordinator

4. Call to the Public

A call was made with no response.

5. Approval of the Agenda

Motion by Auxier, supported by Dolan, to approve the agenda as presented.

VOICE VOTE: Ayes: 3 (Absent: Muck, Miller)

MOTION CARRIED

6. Approval of the Minutes

Motion by Auxier, supported by McCabe, to approve the minutes from the October 22, 2024 Regular Meeting, as presented.

VOICE VOTE: Ayes: 3 (Absent: Muck, Miller)

MOTION CARRIED

7. Correspondence

Hamburg Historical Museum newsletter was received and filed.

8. Current Business

A. New Committee Member – Nick Miller - No action

B. Renewal of Slate effective 1/1/25 – Dolan reported that the Township Board approved terms of members McCabe, Auxier, and Muck for another 2 years. Members will need to be sworn in by Clerk's Office.

9. Old Business

A. Parks & Recreation Master Plan/Pending Grants/Supervisor Report

1. Pending Grants

- Ralph C. Wilson Jr. – Trail Maintenance Grant – IG202324346 – Zukey Footbridge
 - No Update
- MDNR Lakelands Trail Maintenance Grant – Crack Filling
 - Spring 2025 start is anticipated, bid tab being finalized
- MDNR Wind Turbine Art Amenity Project – Bench
 - Update under Special Projects
- MDNR Manly Bennett Park & Water Trail Access Improvements #TF22-0107
 - Spicer Update below under Special Projects

2. Park Master Design Plan Concept – No update

B. Township Park Use Policy/Fee/Procedures

1. Park Use Policy updates – Updates are being made to Adopt a Feature & Community Center Rental
2. Park Use Fees – Updates to be worked on by Henneman and Sgt. Paul, then submitted for discussion.

C. Administrative Services

1. Township Coordinator’s Report – December 2024
 - Report received and filed
 - Hoepfner reported on playground inspections as well as demolition of playground in W. Park
2. Senior Center Report – December 2024
 - Report received and filed
 - Information packet being developed for users interested in renting the Community Center. Draft in packet, final version will be presented to the Board after review by Senior Center Director.
3. Scholarship Request – None
4. Park Use Requests - None

D. Special Projects

1. Iron Belle Trail/Lakelands Trail Projects
 - Zukey Footbridge – Wilson Grant Pending, no update – Will pursue Trust Fund with MDNR
 - Great Start Livingston StoryWalk at the Village Trailhead
 - Story Time with Santa scheduled for 12/19/24 at 11am – Book: Merry Moosey Christmas
 - Wind Turbine Amenity – Bench w/solar light, base, and pathway has been installed
 - Located at Pettysville Trailhead (behind Kiosk)
 - Information on Art project to follow
 - Ribbon Cutting will be timed with Global Wind Day – June 15th
 - Story Walk – Great Start Livingston (2nd Location – W. Park)
 - To be installed along with new Playground in West Park, location TBD
 - Village Trailhead Improvements – Pavilion & Seating – Will pursue Passport Grant with MDNR
2. Manly Bennett Park & Water Trail Improvements – Spring 2025
 - Playground Equipment has been removed
 - EGLE Permit Application has been filed
 - Drawings have been received for Bid tab – Henneman reviewed the drawings and stated that updated versions per final conversation with planner will be made available for Township Board meeting held on January 8, 2025. She stated if Spicer is unable to present, she will review the plan with the Township Board.

- Preliminary Cost Estimate – was reviewed. It includes a bench, which will be provided through our Adopt A Feature program, and a budget for flowers/grasses, which will be taken care of with volunteer labor and Township funds.

3. Other

- 2025 Community Clean Up Event – Save the Date – April 26, 2025 (Has since been updated to May 3, 2025)
- Intergenerational Play Area – Locations Pending

E. Sponsorships/Volunteerism

1. Amenities and Beautification Committee – Volunteers will be needed for Garden Project at Village Story Walk in the Spring as well as beautification at Pettysville Trailhead and Manly Bennett Park.

F. Signage and Community Awareness

1. Wayfinding & Safety Signage – Signage will be ordered and installed as time allows.

G. Risk Management (Insurance/ADA)

1. ADA Compliance in Parklands – Transition Plan Updates in process

10. Call to the Public

A call was made with no response.

11. Committee Comments

Next projects to focus grant efforts on should be: Zukey Footbridge (Trust Fund) and a Picnic Pavillion (Passport).

Auxier stated Pickleball Court maintenance is still needed regarding “puddling.”

Dolan stated an inspection was completed, and courts were in good condition. Another inspection will be completed in the spring.

12. Adjourn Meeting

Motion by McCabe, supported by Auxier, to adjourn the meeting.

VOICE VOTE: Ayes: 3 (Absent: Muck, Miller)

MOTION CARRIED

Meeting adjourned at 4:26 p.m.

Respectfully submitted,

Deby Henneman, ADAC
Township Coordinator
Parks, ADA, Grants, Ordinances

User: MarcyM

EXP CHECK RUN DATES 01/22/2025 - 01/22/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
ALPHAPSYCH	ALPHA PSYCHOLOGICAL SERVICES, P.C.	01/16/2025	01162025	GEN	FD - PSYCH EVALUATION - WARDLOW	
79730	41820 SIX MILE RD., #104	01/22/2025	20250093	N		375.00
01/08/2025	NORTHVILLE MI, 48168	/ /	0.0000	N		0.00
		01/22/2025		N		375.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-843.100	PSYCH EVAL - WARDLOW	375.00	375.00

VENDOR TOTAL: 375.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
CHARTERC01	CHARTER COMMUNICATIONS	01/16/2025	010391322224	GEN	SEN CTR 12/22/24-01/21/2025	
79729	PO BOX 94188	01/22/2025		N		199.81
01/06/2025	PALATINE IL, 60094-4188	/ /	0.0000	N		0.00
		01/22/2025		N		199.81

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-853.000	PHONE/COMM/INTERNET	199.81

VENDOR TOTAL: 199.81

User: MarcyM

EXP CHECK RUN DATES 01/22/2025 - 01/22/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

DTEENRGY01	DTE ENERGY	01/15/2025	01062025	GEN	9100 114 4947 7 4498 CORDLEY LAKE 11	
79699	PO BOX 740786	01/22/2025		N		32.98
12/26/2024	CINCINNATI OH, 45274-0786	/ /	0.0000	N		0.00
		01/22/2025		N		32.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-920.000	ELECTRIC	32.98

DTEENRGY01	DTE ENERGY	01/15/2025	01062025	GEN	9100 160 2723 7 4320 CORDLEY LAKE 11	
79700	PO BOX 740786	01/22/2025		N		423.97
12/26/2024	CINCINNATI OH, 45274-0786	/ /	0.0000	N		0.00
		01/22/2025		N		423.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-920.000	ELECTRIC	423.97

DTEENRGY01	DTE ENERGY	01/16/2025	01162025	GEN	9100 095 9768 3 SEN CTR 11/22-12/20/	
79727	PO BOX 740786	01/22/2025		N		465.23
12/20/2024	CINCINNATI OH, 45274-0786	/ /	0.0000	N		0.00
		01/22/2025		N		465.23

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-920.000	ELECTRIC	465.23

VENDOR TOTAL: 922.18

HAMBURGT02	HAMBURG TOWNSHIP TREASURER	01/16/2025	01302025	GEN	MERR-010407-0000-01 SEN CTR UB 10/01	
79728		01/22/2025		N		470.94
01/01/2025	,	/ /	0.0000	N		0.00
		01/22/2025		N		470.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-917.000	SEWER USAGE	470.94

VENDOR TOTAL: 470.94

Item 7.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
EMERGENC06	HOLLAND MOTOR HOMES & BUS CO	01/16/2025	021237	GEN	FD - CHROME MIRROR HEAD FOR VEH #021	
79733	DBA EMERGENCY VEHICLES PLUS	01/22/2025	20250094	N		1,185.69
	670 E. 16TH STREET					
01/16/2025	HOLLAND MI, 49423	/ /	0.0000	N		0.00
		01/22/2025		Y		1,185.69

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	CHROME MIRROR HEAD ONLY W HARNESS	1,093.36	1,093.36
206-000.000-932.000	FREIGHT	92.33	92.33
		<u>1,185.69</u>	<u>1,185.69</u>

VENDOR TOTAL: 1,185.69

HRNVLLYGUN	HURON VALLEY GUNS, LLC	01/21/2025	223594	GEN	PD INCORRECT BADGE APPLIED DUHAIME	
79753	56477 GRAND RIVER AVE.	01/22/2025		N		(15.00)
01/02/2025	NEW HUDSON MI, 48165	/ /	0.0000	N		0.00
		01/22/2025		Y		(15.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
207-000.000-768.000	UNIFORMS/ACCESSORIES	(15.00)

VENDOR TOTAL: (15.00)

JONESBARTL	JONES & BARTLETT LEARNING, LLC	01/16/2025	1045269	GEN	FD - FIRE OFFICER 1 4TH EDITION, KAM	
79732	P.O. BOX 417289	01/22/2025	20250086	N		89.97
01/15/2025	BOSTON MA, 02241-7289	/ /	0.0000	N		0.00
		01/22/2025		Y		89.97

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-916.000	FIRE OFFICER 1, 4TH ED	77.96	77.96
206-000.000-916.000	SHIPPING	12.01	12.01
		<u>89.97</u>	<u>89.97</u>

VENDOR TOTAL: 89.97

User: MarcyM

EXP CHECK RUN DATES 01/22/2025 - 01/22/2025

DB: Hamburg

Item 7.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
LIVINGST02	LIVINGSTON COUNTY TREASURER	01/16/2025	13820	GEN	SEN CTR TRANSPORTATION DEC 2024	
79731	LIVINGSTON COUNTY COURT HOUSE	01/22/2025		N		2,070.00
	200 E. GRAND RIVER					
01/07/2025	HOWELL MI, 48843-2398	/ /	0.0000	N		0.00
		01/22/2025		N		2,070.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-801.000	CONTRACTUAL SERVICES	2,070.00

VENDOR TOTAL: 2,070.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
TOSHIBA	TOSHIBA BUSINESS SOLUTIONS	01/21/2025	6462642	GEN	CPC BILLING 12/06-01/05/25	
79752	PO BOX 927	01/22/2025		N		19.89
01/03/2025	BUFFALO NY, 14240-0927	/ /	0.0000	N		0.00
		01/22/2025		Y		19.89

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000.000-752.000	SUPPLIES & SMALL EQUIPMENT	19.89

VENDOR TOTAL: 19.89

TOTAL - ALL VENDORS: 5,318.48

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 General Fund							
Dept 000.000							
101-000.000-073.001	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	3,662.89	
101-000.000-073.002	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	162.20	
101-000.000-073.003	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	1,376.40	
101-000.000-073.004	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	25.00	
101-000.000-228.010	01/28/25	MICHIGAN STATE DISBURSEMENT UN	CASE# 810013564 PAYROLL 01/13-01/26	01302025	02/04/25	59.08	
101-000.000-228.010	01/28/25	MICHIGAN STATE DISBURSEMENT UN	CASE# 912854739 PAYROLL 01/13-01/26	01302025	02/04/25	380.46	
101-000.000-231.300	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	466.81	
101-000.000-231.420	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0002-000 02/01-02/28/202	01172025	02/04/25	752.62	
101-000.000-231.430	01/17/25	ASSURITY LIFE INSURANCE COMPAN	GROUP ID 0800002044 01/01-01/31/202	4004387346-36481	02/04/25	1,101.75	
101-000.000-231.500	01/28/25	ALERUS RETIREMENT SOLUTIONS	457	01282025	01/30/25	16,439.90	
101-000.000-279.977	01/08/25	ROSATI, SCHULTZ, JOPPICH &	GENERAL MATTERS	1082793	02/04/25	34.00	
101-000.000-279.977	01/08/25	ROSATI, SCHULTZ, JOPPICH &	MICHIGAN TAX TRIBUNAL MATTERS	1082795	02/04/25	1,697.00	
101-000.000-279.987	01/08/25	ROSATI, SCHULTZ, JOPPICH &	PLANNING AND ZONING MATTERS	1082796	02/04/25	1,172.50	
Total For Dept 000.000						27,330.61	
Dept 101.000 Township Board							
101-101.000-826.000	01/08/25	ROSATI, SCHULTZ, JOPPICH &	LABOR & EMPLOYMENT LAW	1082794	02/04/25	1,584.00	
101-101.000-946.000	01/22/25	CIVICPLUS, LLC	MUNICODE PAGES/ IMAGES/FREIGHT	328303	02/04/25	2,353.29	
101-101.000-958.000	01/15/25	SEMCOG -SOUTHEASTERN MICHIGAN	TWP ANNUAL MEMBERSHIP DUES 2025	INV02533	02/04/25	3,454.00	
Total For Dept 101.000 Township Board						7,391.29	
Dept 171.000 Township Supervisor							
101-171.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	477.71	
101-171.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	961.00	
101-171.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	45.94	
101-171.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	7.03	
Total For Dept 171.000 Township Supervisor						1,491.68	
Dept 201.000 ACCOUNTING							
101-201.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	1,087.81	
101-201.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	6,726.69	
101-201.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	110.81	
101-201.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	18.75	
Total For Dept 201.000 ACCOUNTING						7,944.06	
Dept 215.000 CLERK'S OFFICE							
101-215.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	846.01	
101-215.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	4,115.81	
101-215.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	85.91	
101-215.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	14.37	
101-215.000-910.000	01/07/25	MICHIGAN ASSOC OF MUNICIPAL CI	CLERK-M KUZNER 2024? (5) MASTER ACA	11092	02/04/25	525.00	
101-215.000-955.000	01/14/25	MICHIGAN ASSOC OF MUNICIPAL CI	CLERK-MEMBERSHIP PIN	11104	02/04/25	6.00	
101-215.000-958.000	01/09/25	INT. INSTITUTE OF MUNICIPAL CI	ANNUAL MEMBERSHIP THROUGH 03/31/202	01092025	02/05/25	235.00	
101-215.000-958.000	01/09/25	INT. INSTITUTE OF MUNICIPAL CI	ANNUAL MEMBERSHIP GOOD THROUGH 03/3	01092025	02/04/25	135.00	
101-215.000-958.000	01/09/25	INT. INSTITUTE OF MUNICIPAL CI	ANNUAL MEMBERSHIP GOOD THROUGH 03/3	01092025	02/04/25	135.00	
101-215.000-958.000	01/09/25	INT. INSTITUTE OF MUNICIPAL CI	ANNUAL MEMBERSHIP GOOD THROUGH 03/3	01092025	02/04/25	135.00	
Total For Dept 215.000 CLERK'S OFFICE						6,233.10	
Dept 228.000 TECHNICAL/UTILITIES SERVICES							
101-228.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	550.40	
101-228.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	896.89	
101-228.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	57.63	
101-228.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	8.75	

Item 7.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 General Fund							
Dept 228.000 TECHNICAL/UTILITIES SERVICES							
Total For Dept 228.000 TECHNICAL/UTILITIES SERVICES						1,513.67	
Dept 229.000 COMPUTER/CABLE							
101-229.000-933.000	01/07/25	APPLIED INNOVATION	ECM PROF SERVICES	AI50209-ECM	02/04/25	7,200.00	
Total For Dept 229.000 COMPUTER/CABLE						7,200.00	
Dept 253.000 Treasurer							
101-253.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	624.53	
101-253.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	2,242.23	
101-253.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	37.49	
101-253.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	6.25	
Total For Dept 253.000 Treasurer						2,910.50	
Dept 262.000 Elections							
101-262.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	605.76	
101-262.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	2,802.78	
101-262.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	100.55	
101-262.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	12.50	
Total For Dept 262.000 Elections						3,521.59	
Dept 265.000 Township Buildings							
101-265.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	598.58	
101-265.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	3,242.24	
101-265.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	91.01	
101-265.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	18.60	
101-265.000-759.000	12/23/25	WEX BANK	FUEL PURCHASES 11/24/24-12/23/2024	101665266	02/04/25	258.36	
101-265.000-930.000	01/01/25	ELITE FIRE SAFETY, LLC.	ANNUAL AGREEMENT TOWN HALL	C13274	02/04/25	800.00	
101-265.000-930.000	01/27/25	MYERS GROUP ENTERPRISES LLC	BULK SALT 20 YARDS	2457	02/04/25	316.70	
101-265.000-930.004	01/01/25	ELITE FIRE SAFETY, LLC.	B&G ANNUAL SERVICE AGREEMENT	C13275	02/04/25	100.00	
101-265.000-930.008	01/27/25	MYERS GROUP ENTERPRISES LLC	BULK SALT 20 YARDS	2457	02/04/25	316.66	
101-265.000-931.000	01/16/25	HUTSON, INC.	B&G CASTER WHEEL/BUSHING	10735228	02/04/25	240.40	
101-265.000-931.000	01/16/25	HUTSON, INC.	B&G CLEAR POLYCARBONATE	CM10735181	02/04/25	(142.40)	
101-265.000-932.000	01/22/25	ADVANCE AUTO PARTS	B&G F350 BATTERY	2749-519746	02/04/25	135.99	
101-265.000-932.000	01/27/25	ADVANCE AUTO PARTS	B&G 2019 F250 BATTERY	2749-519902	02/04/25	150.34	
101-265.000-932.000	12/11/24	MAZUR'S TOTAL AUTOMOTIVE OF PI	B&G 2019 FORD F150 OIL CHANGE	88038	02/04/25	81.03	
101-265.000-980.000	01/23/25	D.R. TRAILER SALES INC	B&G 2025 PJ 24 H7 22K BLACK 19358	45809	02/04/25	15,500.00	
Total For Dept 265.000 Township Buildings						21,707.51	
Dept 275.000 OTHER EXPENSES							
101-275.000-718.500	01/22/25	BURNHAM & FLOWER INSURANCE GR	HRA OCT, MOV DEC	BFG-1147217	02/04/25	380.00	
101-275.000-752.000	12/04/24	ADVANCED WATER TREATMENT, INC.	TWP BOTTLED WATER (6)	50746699	02/04/25	35.94	
101-275.000-759.000	12/23/25	WEX BANK	FUEL PURCHASES 11/24/24-12/23/2024	101665266	02/04/25	101.80	
101-275.000-853.000	01/01/25	CHARTER COMMUNICATIONS	TWP 01/01-01/31/2025	005447401010125	01/17/25	331.05	
101-275.000-932.000	01/14/25	MAZUR'S TOTAL AUTOMOTIVE OF PI	TWP EXPLORER 75193	RO88694	02/04/25	61.96	
Total For Dept 275.000 OTHER EXPENSES						910.75	
Dept 448.000 Street Lighting							
101-448.000-926.000	11/30/24	DTE ENERGY - STREET LIGHTS	9100 4056 2340 STREET LIGHTS11/01-1	12092024	01/13/25	1,655.19	
Total For Dept 448.000 Street Lighting						1,655.19	
Dept 702.000 PLANNING AND ZONING							
101-702.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	633.82	
101-702.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	2,983.05	
101-702.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	70.83	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 General Fund							
Dept 702.000 PLANNING AND ZONING							
101-702.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	12.50	
101-702.000-826.000	01/08/25	ROSATI, SCHULTZ, JOPPICH &	PLANNING AND ZONING MATTERS	1082796	02/04/25	35.00	
						Total For Dept 702.000 PLANNING AND ZONING	3,735.20
Dept 751.000 Recreation Board							
101-751.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	204.36	
101-751.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	1,569.56	
101-751.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	23.92	
101-751.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	4.38	
101-751.000-942.000	01/19/25	PORTABLE TOILET SERVICES LLC	01/19-02/15/2025	104163	02/04/25	351.68	
101-751.000-975.300	01/22/25	SPICER GROUP, INC.	PROF SERV BENNETT PARK RENO AND WAT	235209	02/04/25	14,145.75	
						Total For Dept 751.000 Recreation Board	16,299.65
Dept 800.000 LAKELAND TRAIL							
101-800.000-942.000	01/19/25	PORTABLE TOILET SERVICES LLC	01/19-02/15/2025	104163	02/04/25	940.92	
						Total For Dept 800.000 LAKELAND TRAIL	940.92
Dept 820.000 SENIOR CENTER							
101-820.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	339.66	
101-820.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	2,242.23	
101-820.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	6.25	
101-820.000-801.000	11/01/24	LIVINGSTON COUNTY TREASURER	SEN CTR SEPT 24 TRANSPORTATION	13645	02/04/25	2,070.00	
101-820.000-900.200	01/23/25	APPLIED INNOVATION	SEN CTR CONTRACT BASE 01/21-02/20/2	2722887	02/04/25	136.38	
101-820.000-930.001	01/27/25	MYERS GROUP ENTERPRISES LLC	BULK SALT 20 YARDS	2457	02/04/25	316.66	
101-820.000-931.000	01/22/25	OSTLUND SERVICE	SEN CTR FAUCET	66524	02/04/25	1,126.00	
						Total For Dept 820.000 SENIOR CENTER	6,237.18
						Total For Fund 101 General Fund	117,022.90
Fund 206 Fire Fund							
Dept 000.000							
206-000.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	3,518.37	
206-000.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	22,646.11	
206-000.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	558.77	
206-000.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	92.50	
206-000.000-752.000	11/21/25	ADVANCED WATER TREATMENT, INC.	FD - STA 11 BOTTLED WATER (6) #5082	50824636	02/04/25	35.94	
206-000.000-752.000	12/31/24	ADVANCED WATER TREATMENT, INC.	FD - STATION 12 WATER #51721184	51721184	02/04/25	71.88	
206-000.000-752.000	01/25/25	LAKELAND ACE HARDWARE, INC.	FD - STA 11 SUPPLIES #12483/1	12483	02/04/25	9.98	
206-000.000-752.000	01/19/25	LAKELAND ACE HARDWARE, INC.	FD - STATION SUPPLIES	12455	02/04/25	171.69	
206-000.000-768.000	01/06/25	KING KLEANERS	FD - DRY CLEANING UNIFORMS JAN 2025	01062025	02/04/25	58.50	
206-000.000-768.000	01/23/25	MALLORY SAFETY AND SUPPLY	FD - UNIFORM PANTS #6079543	6079543	02/04/25	119.94	
206-000.000-768.000	01/18/25	MALLORY SAFETY AND SUPPLY	FD - UNIFORM ITEMS, NEWTON #3075695	6075695	02/04/25	299.85	
206-000.000-768.000	01/21/25	MALLORY SAFETY AND SUPPLY	FD - JOB SHIRTS, NEWTON #3709113	6076358	02/04/25	201.00	
206-000.000-843.100	01/13/25	SPRINGFIELD URGENT CARE PLLC	EMPLOYEE PHYSICALS HUCK/WARDLOW	01132025	02/04/25	1,088.82	
206-000.000-916.000	01/20/25	EASTERN MICHIGAN UNIVERSITY	FD - EXECUTIVE LEADERSHIP PROGRAM-S'	S3935211	02/04/25	3,500.00	
206-000.000-921.000	01/09/25	CONSUMERS ENERGY	1000 3979 7285 10100 VETERANS MEM 1.	205191383884	02/03/25	1,750.15	
206-000.000-930.003	01/21/25	FRONTIER SERVICE PARTNERS INC	FD - HEATER REPAIR #107842360, STA	107842360	02/04/25	140.00	
206-000.000-930.003	01/27/25	FRONTIER SERVICE PARTNERS INC	FD - STA 11 UNIT HEATER NOT WRKING	108226181	02/04/25	140.00	
206-000.000-930.003	01/27/25	MYERS GROUP ENTERPRISES LLC	BULK SALT 20 YARDS	2457	02/04/25	633.32	
206-000.000-932.000	12/18/24	FIREWRENCH OF MICHIGAN	FD - ENGINE 11 MAINTENANCE #1230	1230	02/04/25	2,053.17	
206-000.000-932.000	12/17/24	FIREWRENCH OF MICHIGAN	FD - ENG 1 MAINTENANCE #1229	1229	02/04/25	1,643.16	
206-000.000-932.000	12/19/24	FIREWRENCH OF MICHIGAN	FD - ENG 12 MAINTENANCE #1231	1231	02/04/25	2,756.22	
206-000.000-932.000	12/20/24	FIREWRENCH OF MICHIGAN	FD - TANKER 11 MAINTENANCE #1232	1232	02/04/25	1,256.72	

Item 7.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 206 Fire Fund							
Dept 000.000							
206-000.000-932.000	01/27/25	HOLLAND MOTOR HOMES & BUS CO	FD - VEH MAINTENANCE #021278	021278	02/04/25	1,306.15	
			Total For Dept 000.000			44,052.24	
			Total For Fund 206 Fire Fund			44,052.24	
Fund 207 Police Fund							
Dept 000.000							
207-000.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	2,910.50	
207-000.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	31,782.77	
207-000.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/25	01172025	02/04/25	702.01	
207-000.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/25	01172025	02/04/25	109.06	
207-000.000-752.000	12/06/24	ADVANCED WATER TREATMENT, INC.	PD WATER BOTTLE EXCHANGE DECEMBER	51209734	02/04/25	11.98	
207-000.000-752.000	01/21/25	HAMBURG-PD PETTY CASH	PD REPLENISH PETTY CASH 9.23.24-11.	01212025	02/04/25	38.26	
207-000.000-752.000	01/15/25	STATE OF MICHIGAN	64622 PD MI DRY GAS CYLINDER	551-649792	02/04/25	90.00	
207-000.000-768.000	01/28/25	ABIGAIL HUCK	PD REIMBURSE LERTA ACADEMY T SHIRTS	01282025	02/04/25	72.00	
207-000.000-768.000	01/13/25	HURON VALLEY GUNS, LLC	PD UNIFORM BOOTS - DUFFANY	225004	02/04/25	145.99	
207-000.000-768.000	01/21/25	J. J. JINKLEHEIMER & CO. INC.	PD UNIFORMS PEDERSEN	93086	02/04/25	102.97	
207-000.000-768.000	01/24/25	PRO-TECH SALES	PD UNIFORM NECESSITIES FOR HUCK	INV4635	02/04/25	857.00	
207-000.000-768.000	01/27/25	PRO-TECH SALES	PD - VESTS FOR LOCKE & KOZKOWICZ	INV4641	02/04/25	1,395.00	
207-000.000-768.500	01/06/25	KING KLEANERS	PD - UNIFORM DRY CLEANING DECEMBER	01062025	02/04/25	364.50	
207-000.000-826.000	01/08/25	ROSATI, SCHULTZ, JOPPICH &	DISTRICT COURT PROSECUTIONS	1082797	02/04/25	56.00	
207-000.000-851.000	01/21/25	HAMBURG-PD PETTY CASH	PD REPLENISH PETTY CASH 9.23.24-11.	01212025	02/04/25	9.53	
207-000.000-851.000	01/15/25	STATE OF MICHIGAN	64622 PD MI DRY GAS CYLINDER	551-649792	02/04/25	50.00	
207-000.000-853.000	01/11/25	AT&T MOBILITY	PD NEGOTIATOR TEAM BRIC BALL SIM CA	287648028837X011	02/04/25	210.65	
207-000.000-916.000	01/07/25	LEXIPOL LLC	PD POLICE ONE ACADEMY ANNUAL MEMBER	INVPRA11247566	02/04/25	85.50	
207-000.000-916.000	01/15/25	NATIONAL HOSPITALITY INSTITUTE	PD TRAINING - BROMLEY LIQUOR LAW EN	1376	02/04/25	250.00	
207-000.000-930.002	11/27/24	ADVANCED WATER TREATMENT, INC.	PD REPAIRS ON WATER TANK (SOFTNER)	51170533	02/04/25	1,004.84	
207-000.000-930.002	01/27/25	MYERS GROUP ENTERPRISES LLC	BULK SALT 20 YARDS	2457	02/04/25	316.66	
207-000.000-932.000	01/08/25	AUTO ONE OF BRIGHTON	PD WINDOW TINT 2020 RAM	54913	02/04/25	406.44	
207-000.000-932.000	12/06/24	BOB MAXEY FORD OF HOWELL, INC.	PD VEH MAINT FRONT TIRE LEAK 24 EXP	288010	02/04/25	253.42	
207-000.000-932.000	12/13/24	BOB MAXEY FORD OF HOWELL, INC.	PD VEH MAINT OIL CHANGE 21 FOR EXPL	288488	02/04/25	78.21	
207-000.000-932.000	01/20/25	CAPITAL TIRE INC.	PD EAGLE ENFORCER TIRES (4)	1060158171	02/04/25	584.00	
207-000.000-932.000	01/16/25	CORRIGAN TOWING	PD TOW OF 7007 2023 SCOUT CAR	300226-1	02/04/25	126.50	
207-000.000-932.000	01/22/25	GENESIS CDJR OF PINCKNEY LLC	PD 2020 RAM OIL CHANGE 59223	502719	02/04/25	68.80	
207-000.000-932.000	01/22/25	GENESIS CDJR OF PINCKNEY LLC	PD OIL CHANGE & TIRE ROTATION 202	502706	02/04/25	92.95	
207-000.000-932.000	01/21/25	HAMBURG-PD PETTY CASH	PD REPLENISH PETTY CASH 9.23.24-11.	01212025	02/04/25	10.00	
207-000.000-955.000	01/13/25	SPRINGFIELD URGENT CARE PLLC	EMPLOYEE PHYSICALS HUCK/WARDLOW	01132025	02/04/25	118.00	
207-000.000-958.000	01/21/25	MICHIGAN ASSOCIATION OF POLICE	MACP ANNUAL MEMBERSHIP FEE DUFFANY	300011664	02/04/25	115.00	
207-000.000-958.000	01/21/25	MICHIGAN ASSOCIATION OF POLICE	MACP ANNUAL MEMBERSHIP FEE DUHAIME	300011742	02/04/25	100.00	
207-000.000-967.000	01/14/25	BOUND TREE MEDICAL, LLC	PD AED BATTERY	85624458	02/04/25	977.38	
207-000.000-967.000	01/17/25	BOUND TREE MEDICAL, LLC	PD AED PADS	85629223	02/04/25	158.58	
207-000.000-967.000	01/21/25	HAMBURG-PD PETTY CASH	PD REPLENISH PETTY CASH 9.23.24-11.	01212025	02/04/25	39.27	
207-000.000-967.000	01/16/25	LIFELC TECHNOLOGIES, INC	PD REPLACEMENT PBT	409118	02/04/25	292.00	
207-000.000-980.000	01/13/25	CRUISERS, INC.	PD NEW VEH EQUIPMENT INSTALLATION A	47567	02/04/25	13,342.15	
207-000.000-980.000	01/24/25	PRO-TECH SALES	PD UNIFORM NECESSITIES FOR HUCK	INV4635	02/04/25	1,377.00	
207-000.000-980.000	01/27/25	PRO-TECH SALES	PD - VESTS FOR LOCKE & KOZKOWICZ	INV4641	02/04/25	697.00	
207-000.000-980.000	01/22/25	VEL INC	PD INDOOR ACCESS CONTROLLERS WITH C	29937	02/04/25	4,583.26	
			Total For Dept 000.000			63,985.18	
			Total For Fund 207 Police Fund			63,985.18	

Item 7.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 213 PA1 TRAINING							
Dept 000.000							
213-000.000-916.000	01/07/25	LEXIPOL LLC	PD POLICE ONE ACADEMY ANNUAL MEMBER.	INVPRA11247566	02/04/25	1,732.80	
			Total For Dept 000.000			1,732.80	
			Total For Fund 213 PA1 TRAINING			1,732.80	
Fund 590 SEWER FUND							
Dept 527.000 SEWER OPERATING							
590-527.000-716.000	01/28/25	ALERUS RETIREMENT SOLUTIONS	401A	01282025	01/30/25	2,846.92	
590-527.000-718.000	01/09/25	BLUE CROSS BLUE SHIELD OF MICH	007005121 02/01/25-02/28/25	01212025	02/04/25	10,150.01	
590-527.000-725.100	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	259.86	
590-527.000-725.200	01/17/25	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 02/01/25-02/28/	01172025	02/04/25	45.31	
590-527.000-751.100	01/20/25	DUBOIS-COOPER & ASSOCIATES	DPW GRINDER PARTS CLIP/FLAPPER ASM/	289381	02/04/25	10,100.00	
590-527.000-759.000	12/23/25	WEX BANK	FUEL PURCHASES 11/24/24-12/23/2024	101665266	02/04/25	667.44	
590-527.000-853.000	01/16/25	PORTAGE-BASE LK AREA WATER &	REIMBURSE FOR OMNISITE WIRELESS SER	2721	02/04/25	290.00	
590-527.000-921.000	01/09/25	CONSUMERS ENERGY	1030 4914 5271 6414 WINANS 12/07-01	201364842392	02/03/25	22.01	
590-527.000-930.011	01/15/25	LAKESIDE SERVICE COMPANY	DPW DIGITAL THERMOSTAT/SIGNAL UNIT/	182528991	02/04/25	3,560.76	
590-527.000-931.000	01/13/25	ADVANCED WATER TREATMENT, INC.	DPW WATER TREATMENT SERVICE	51828709	02/04/25	189.86	
590-527.000-932.000	01/14/25	BELLE TIRE DISTRIBUTORS, INC.	DPW BF ALL TERRAIN 21 F 150 81749	44890717	02/04/25	1,231.96	
590-527.000-932.000	01/14/25	BELLE TIRE DISTRIBUTORS, INC.	DPW TIRE EXCHANGE	45039339	02/04/25	(188.00)	
590-527.000-934.100	01/18/25	CUMMINS SALES AND SERVICE	DPW KOHLER GEN REPAIR	S6-250136506	02/04/25	2,270.14	
590-527.000-955.000	01/16/25	LIVINGSTON COUNTY REGISTER OF	EASEMENT GRANT FORM CUTSINGER	011625	02/04/25	30.00	
			Total For Dept 527.000 SEWER OPERATING			31,476.27	
Dept 537.000							
590-537.000-752.000	01/16/25	HACH COMPANY, AMERICAN SIGMA	WWTP NITRITE TNT	14332189	02/04/25	624.50	
590-537.000-930.007	01/01/25	ELITE FIRE SAFETY, LLC.	WWTP ANNUAL SERVICE CONTRACT	C13276	02/04/25	100.00	
590-537.000-930.007	01/21/25	LAKESIDE SERVICE COMPANY	WWTP MINI SPLIT	182930678	02/04/25	205.00	
590-537.000-955.100	01/09/25	STATE OF MICHIGAN	GROUNDWATER ANNUAL PERMIT FEE FACIL	11294128	02/04/25	7,500.00	
			Total For Dept 537.000			8,429.50	
Dept 538.000							
590-538.000-955.000	01/23/25	LIVINGSTON COUNTY REGISTER OF	SEWER CONNECTION AGR AND EASEMENT	01232025	02/04/25	60.00	
			Total For Dept 538.000			60.00	
			Total For Fund 590 SEWER FUND			39,965.77	

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 General Fund			117,022.90		
			Fund 206 Fire Fund			44,052.24		
			Fund 207 Police Fund			63,985.18		
			Fund 213 PA1 TRAINING			1,732.80		
			Fund 590 SEWER FUND			39,965.77		
Total For All Funds:							266,758.89	
--- TOTALS BY GL DISTRIBUTION ---								
		101-000.000-073.001	HEALTH INSURANCE - LIBRARY			3,662.89		
		101-000.000-073.002	DISABILITY - LIBRARY			162.20		
		101-000.000-073.003	RETIREMENT - LIBRARY			1,376.40		
		101-000.000-073.004	LIFE INSURANCE - LIBRARY			25.00		
		101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING			439.54		
		101-000.000-231.300	DUE TO BCBS BCBS W/H			466.81		
		101-000.000-231.420	VOL. LIFE INSURANCE			752.62		
		101-000.000-231.430	DUE TO ASSURITY			1,101.75		
		101-000.000-231.500	DEFERRED COMPENSATION/457			16,439.90		
		101-000.000-279.977	FOX POINT BEACH SUBDIVISION			1,731.00		
		101-000.000-279.987	THE CROSSINGS AT LAKELANDS TRAIL			1,172.50		
		101-101.000-826.000	LEGAL FEES			1,584.00		
		101-101.000-946.000	ENGINEERING/PROFESSIONAL SERV			2,353.29		
		101-101.000-958.000	DUES/SUBSCRIP/RECERTIFICATION			3,454.00		
		101-171.000-716.000	DEFINED CONTRIBUTION			477.71		
		101-171.000-718.000	HEALTH/DENTAL/VISION INSURANCE			961.00		
		101-171.000-725.100	LONG/SHORT TERM DISABILITY			45.94		
		101-171.000-725.200	LIFE INSURANCE			7.03		
		101-201.000-716.000	DEFINED CONTRIBUTION			1,087.81		
		101-201.000-718.000	HEALTH/DENTAL/VISION INSURANCE			6,726.69		
		101-201.000-725.100	LONG/SHORT TERM DISABILITY			110.81		
		101-201.000-725.200	LIFE INSURANCE			18.75		
		101-215.000-716.000	DEFINED CONTRIBUTION			846.01		
		101-215.000-718.000	HEALTH/DENTAL/VISION INSURANCE			4,115.81		
		101-215.000-725.100	LONG/SHORT TERM DISABILITY			85.91		
		101-215.000-725.200	LIFE INSURANCE			14.37		
		101-215.000-910.000	PROFESSIONAL DEVELOPMENT			525.00		
		101-215.000-955.000	SUNDRY			6.00		
		101-215.000-958.000	DUES/SUBSCRIP/RECERTIFICATION			640.00		
		101-228.000-716.000	DEFINED CONTRIBUTION			550.40		
		101-228.000-718.000	HEALTH/DENTAL/VISION INSURANCE			896.89		
		101-228.000-725.100	LONG/SHORT TERM DISABILITY			57.63		
		101-228.000-725.200	LIFE INSURANCE			8.75		
		101-229.000-933.000	SOFTWARE MAINTENANCE			7,200.00		
		101-253.000-716.000	DEFINED CONTRIBUTION			624.53		
		101-253.000-718.000	HEALTH/DENTAL/VISION INSURANCE			2,242.23		
		101-253.000-725.100	LONG/SHORT TERM DISABILITY			37.49		
		101-253.000-725.200	LIFE INSURANCE			6.25		
		101-262.000-716.000	DEFINED CONTRIBUTION			605.76		
		101-262.000-718.000	HEALTH/DENTAL/VISION INSURANCE			2,802.78		
		101-262.000-725.100	LONG/SHORT TERM DISABILITY			100.55		
		101-262.000-725.200	LIFE INSURANCE			12.50		
		101-265.000-716.000	DEFINED CONTRIBUTION			598.58		
		101-265.000-718.000	HEALTH/DENTAL/VISION INSURANCE			3,242.24		
		101-265.000-725.100	LONG/SHORT TERM DISABILITY			91.01		
		101-265.000-725.200	LIFE INSURANCE			18.60		
		101-265.000-759.000	VEHICLE FUEL			258.36		
		101-265.000-930.000	MAINTENANCE TWP HALL			1,116.70		
		101-265.000-930.004	MAINTENANCE DPW GARAGE/OLD PACKR			100.00		

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		101-265.000-930.008	MAINTENANCE LIBRARY			316.66	
		101-265.000-931.000	EQUIPMENT MAINT/REPAIR			98.00	
		101-265.000-932.000	VEHICLE MAINTENANCE			367.36	
		101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP			15,500.00	
		101-275.000-718.500	HEALTH CARE REIMBURSEMENT			380.00	
		101-275.000-752.000	SUPPLIES & SMALL EQUIPMENT			35.94	
		101-275.000-759.000	VEHICLE FUEL			101.80	
		101-275.000-853.000	PHONE/COMM/INTERNET			331.05	
		101-275.000-932.000	VEHICLE MAINTENANCE			61.96	
		101-448.000-926.000	STREET LIGHTING			1,655.19	
		101-702.000-716.000	DEFINED CONTRIBUTION			633.82	
		101-702.000-718.000	HEALTH/DENTAL/VISION INSURANCE			2,983.05	
		101-702.000-725.100	LONG/SHORT TERM DISABILITY			70.83	
		101-702.000-725.200	LIFE INSURANCE			12.50	
		101-702.000-826.000	LEGAL FEES			35.00	
		101-751.000-716.000	DEFINED CONTRIBUTION			204.36	
		101-751.000-718.000	HEALTH/DENTAL/VISION INSURNACE			1,569.56	
		101-751.000-725.100	LONG/SHORT TERM DISABILITY			23.92	
		101-751.000-725.200	LIFE INSURANCE			4.38	
		101-751.000-942.000	PORTABLE TOILETS			351.68	
		101-751.000-975.300	GRANT MATCH			14,145.75	
		101-800.000-942.000	PORTABLE TOILETS			940.92	
		101-820.000-716.000	DEFINED CONTRIBUTION			339.66	
		101-820.000-718.000	HEALTH/DENTAL/VISION INSURANCE			2,242.23	
		101-820.000-725.200	LIFE INSURANCE			6.25	
		101-820.000-801.000	CONTRACTUAL SERVICES			2,070.00	
		101-820.000-900.200	NEWSLETTER/PUBLICATIONS			136.38	
		101-820.000-930.001	MAINTENANCE COMM CENTER			316.66	
		101-820.000-931.000	EQUIPMENT MAINT/REPAIR			1,126.00	
		206-000.000-716.000	DEFINED CONTRIBUTION			3,518.37	
		206-000.000-718.000	HEALTH/DENTAL/VISION INSURANCE			22,646.11	
		206-000.000-725.100	LONG/SHORT TERM DISABILITY			558.77	
		206-000.000-725.200	LIFE INSURANCE			92.50	
		206-000.000-752.000	SUPPLIES & SMALL EQUIPMENT			289.49	
		206-000.000-768.000	UNIFORMS/ACCESSORIES			679.29	
		206-000.000-843.100	EMPLOYEE PHYSICALS/VACCINATION			1,088.82	
		206-000.000-916.000	TRAINING			3,500.00	
		206-000.000-921.000	NATURAL GAS/HEAT			1,750.15	
		206-000.000-930.003	MAINTENANCE FIRE HALL			913.32	
		206-000.000-932.000	VEHICLE MAINTENANCE			9,015.42	
		207-000.000-716.000	DEFINED CONTRIBUTION			2,910.50	
		207-000.000-718.000	HEALTH/DENTAL/VISION INSURANCE			31,782.77	
		207-000.000-725.100	LONG/SHORT TERM DISABILITY			702.01	
		207-000.000-725.200	LIFE INSURANCE			109.06	
		207-000.000-752.000	SUPPLIES & SMALL EQUIPMENT			140.24	
		207-000.000-768.000	UNIFORMS/ACCESSORIES			2,572.96	
		207-000.000-768.500	UNIFORM CLEANING			364.50	
		207-000.000-826.000	LEGAL FEES			56.00	
		207-000.000-851.000	POSTAGE			59.53	
		207-000.000-853.000	PHONE/COMM/INTERNET			210.65	
		207-000.000-916.000	TRAINING			335.50	
		207-000.000-930.002	MAINTENANCE POLICE BUILDING			1,321.50	
		207-000.000-932.000	VEHICLE MAINTENANCE			1,620.32	
		207-000.000-955.000	SUNDRY			118.00	
		207-000.000-958.000	DUES/SUBSCRIP/RECERTIFICATION			215.00	
		207-000.000-967.000	SPECIAL PROJECTS			1,467.23	
		207-000.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP			19,999.41	
		213-000.000-916.000	TRAINING			1,732.80	
		590-527.000-716.000	DEFINED CONTRIBUTION			2,846.92	

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DB: Hamburg

INVOICE GL DISTRIBUTION REPORT FOR HAMBURG TOWNSHIP OFFICES
EXP CHECK RUN DATES 12/01/2024 - 02/04/2025
UNJOURNALIZED OPEN
BANK CODE: GEN

Item 7.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		590-527.000-718.000	HEALTH/DENTAL/VISION INSURANCE			10,150.01	
		590-527.000-725.100	LONG/SHORT TERM DISABILITY			259.86	
		590-527.000-725.200	LIFE INSURANCE			45.31	
		590-527.000-751.100	GRINDER PUMP PARTS			10,100.00	
		590-527.000-759.000	VEHICLE FUEL			667.44	
		590-527.000-853.000	PHONE/COMM/INTERNET			290.00	
		590-527.000-921.000	NATURAL GAS/HEAT			22.01	
		590-527.000-930.011	ENTERPRISE POLE BARN (ORIGINAL)			3,560.76	
		590-527.000-931.000	EQUIPMENT MAINT/REPAIR			189.86	
		590-527.000-932.000	VEHICLE MAINTENANCE			1,043.96	
		590-527.000-934.100	PUMP & MAIN REPAIR/MAINTENANCE			2,270.14	
		590-527.000-955.000	SUNDRY			30.00	
		590-537.000-752.000	SUPPLIES & SMALL EQUIPMENT			624.50	
		590-537.000-930.007	BUILDING MAINTENANCE - WWTP			305.00	
		590-537.000-955.100	ANNUAL GRNDWATER DISCHARGE FEE			7,500.00	
		590-538.000-955.000	SUNDRY			60.00	

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

ABIGAIL HU	ABIGAIL HUCK	01/29/2025	01282025	GEN	PD REIMBURSE LERTA ACADEMY T SHIRTS	
79876	4015 FOLEY GLEN CIRCLE	02/04/2025		N		72.00
01/28/2025	FENTON MI, 48430	/ /	0.0000	N		0.00
		02/04/2025		N		72.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
207-000.000-768.000	UNIFORMS/ACCESSORIES	72.00

VENDOR TOTAL: 72.00

ADVANCAUTO	ADVANCE AUTO PARTS	01/27/2025	2749-519746	GEN	B&G F350 BATTERY	
79813	P.O. BOX 404875	02/04/2025		N		135.99
01/22/2025	ATLANTA GA, 30384-4875	/ /	0.0000	N		0.00
		02/04/2025		Y		135.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-932.000	VEHICLE MAINTENANCE	135.99

ADVANCAUTO	ADVANCE AUTO PARTS	01/28/2025	2749-519902	GEN	B&G 2019 F250 BATTERY	
79857	P.O. BOX 404875	02/04/2025		N		150.34
01/27/2025	ATLANTA GA, 30384-4875	/ /	0.0000	N		0.00
		02/04/2025		Y		150.34

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-932.000	VEHICLE MAINTENANCE	150.34

VENDOR TOTAL: 286.33

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

ADVANCED02	ADVANCED WATER TREATMENT, INC.	01/27/2025	50746699	GEN	TWP BOTTLED WATER (6)	
79815	PO BOX 339	02/04/2025		N		35.94
12/04/2024	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		02/04/2025		N		35.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-275.000-752.000	SUPPLIES & SMALL EQUIPMENT	35.94

ADVANCED02	ADVANCED WATER TREATMENT, INC.	01/27/2025	50824636	GEN	FD - STA 11 BOTTLED WATER (6) #50824	
79822	PO BOX 339	02/04/2025	20250119	N		35.94
11/21/2025	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		02/04/2025		N		35.94

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-752.000	5 GAL WATER EXCHANGE	35.94	35.94

ADVANCED02	ADVANCED WATER TREATMENT, INC.	01/22/2025	51170533	GEN	PD REPAIRS ON WATER TANK (SOFTNER)	
79778	PO BOX 339	02/04/2025	20250114	N		1,004.84
11/27/2024	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		02/04/2025		N		1,004.84

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-930.002	SERVICE APPT	200.00	200.00
207-000.000-930.002	LABOR	150.00	150.00
207-000.000-930.002	MATERIALS & PARTS	654.84	654.84
		<u>1,004.84</u>	

ADVANCED02	ADVANCED WATER TREATMENT, INC.	01/22/2025	51209734	GEN	PD WATER BOTTLE EXCHANGE DECEMBER	
79779	PO BOX 339	02/04/2025	20250116	N		11.98
12/06/2024	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		02/04/2025		N		11.98

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-752.000	5 GAL WATER BOTTLES	11.98	11.98

ADVANCED02	ADVANCED WATER TREATMENT, INC.	01/22/2025	51721184	GEN	FD - STATION 12 WATER #51721184	
79780	PO BOX 339	02/04/2025	20250109	N		71.88
12/31/2024	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		02/04/2025		N		71.88

Open

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED			
206-000.000-752.000	5 GAL WATER EXCHANGE	71.88	71.88			
ADVANCED02	ADVANCED WATER TREATMENT, INC.	01/29/2025	51828709	GEN	DPW WATER TREATMENT SERVICE	189.86
79871	PO BOX 339	02/04/2025		N		0.00
01/13/2025	HAMBURG MI, 48139	/ /	0.0000	N		189.86
		02/04/2025		N		

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-931.000	EQUIPMENT MAINT/REPAIR	189.86
VENDOR TOTAL:		1,350.44

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EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
ALERUSRETR	ALERUS RETIREMENT SOLUTIONS	01/28/2025	01282025	GEN	401A	
79869	P.O. BOX 64535	01/30/2025		N		16,620.83
01/28/2025	SAINT PAUL MN, 55164	/ /	0.0000	N		0.00
		01/30/2025		N		16,620.83

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-073.003	RETIREMENT - LIBRARY	1,376.40
101-171.000-716.000	DEFINED CONTRIBUTION	477.71
101-201.000-716.000	DEFINED CONTRIBUTION	1,087.81
101-262.000-716.000	DEFINED CONTRIBUTION	605.76
101-215.000-716.000	DEFINED CONTRIBUTION	846.01
101-228.000-716.000	DEFINED CONTRIBUTION	550.40
101-253.000-716.000	DEFINED CONTRIBUTION	624.53
101-265.000-716.000	DEFINED CONTRIBUTION	598.58
101-702.000-716.000	DEFINED CONTRIBUTION	633.82
101-751.000-716.000	DEFINED CONTRIBUTION	204.36
101-820.000-716.000	DEFINED CONTRIBUTION	339.66
206-000.000-716.000	DEFINED CONTRIBUTION	3,518.37
207-000.000-716.000	DEFINED CONTRIBUTION	2,910.50
590-527.000-716.000	DEFINED CONTRIBUTION	2,846.92
		16,620.83

ALERUSRETR	ALERUS RETIREMENT SOLUTIONS	01/28/2025	01282025	GEN	457	
79870	P.O. BOX 64535	01/30/2025		N		16,439.90
01/28/2025	SAINT PAUL MN, 55164	/ /	0.0000	N		0.00
		01/30/2025		N		16,439.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-231.500	DEFERRED COMPENSATION/457	16,439.90

VENDOR TOTAL: 33,060.73

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
AMERICAN09	AMERICAN UNITED LIFE INSURANCE	01/28/2025	01172025	GEN	G 00617291-0001-000 02/01/25-02/28/2	
79852	AMERICAN UNITED LIFE INSURANCE	02/04/2025		N		2,688.18
	5870 RELIABLE PARKWAY					
01/17/2025	CHICAGO IL, 60686-0058	/ /	0.0000	N		0.00
		02/04/2025		N		2,688.18

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-073.002	DISABILITY - LIBRARY	162.20
101-171.000-725.100		45.94
101-201.000-725.100		110.81
101-215.000-725.100		85.91
101-228.000-725.100		57.63
101-253.000-725.100		37.49
101-262.000-725.100		64.81
101-265.000-725.100		91.01
101-702.000-725.100		70.83
206-000.000-725.100		558.77
207-000.000-725.100		702.01
101-751.000-725.100	LONG/SHORT TERM DISABILITY	23.92
101-262.000-725.100		35.74
590-527.000-725.100		259.86
101-000.000-073.004	LIFE INSURANCE - LIBRARY	25.00
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
101-265.000-725.200	LIFE INSURANCE	18.60
101-702.000-725.200	LIFE INSURANCE	12.50
206-000.000-725.200	LIFE INSURANCE	92.50
207-000.000-725.200	LIFE INSURANCE	109.06
101-751.000-725.200	LIFE INSURANCE	4.38
101-820.000-725.200	LIFE INSURANCE	6.25
590-527.000-725.200	LIFE INSURANCE	45.31
		<u>2,688.18</u>

VENDOR TOTAL: 2,688.18

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

AMERICANVO	AMERICAN UNITED LIFE INSURANCE COMP	01/28/2025	01172025	GEN	G 00617291-0002-000 02/01-02/28/2025	
79853	5870 RELIABLE PARKWAY	02/04/2025		N		752.62
01/17/2025	CHICAGO IL, 60686-0058	/ /	0.0000	N		0.00
		02/04/2025		N		752.62

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-231.420	VOL. LIFE INSURANCE	752.62

VENDOR TOTAL: 752.62

AMERICAN02	APPLIED INNOVATION	01/28/2025	2722887	GEN	SEN CTR CONTRACT BASE 01/21-02/20/20	
79858	7718 SOLUTION CENTER	02/04/2025		N		136.38
01/23/2025	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		02/04/2025		N		136.38

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-900.200	NEWSLETTER/PUBLICATIONS	136.38

AMERICAN02	APPLIED INNOVATION	01/29/2025	AI50209-ECM	GEN	ECM PROF SERVICES	
79872	7718 SOLUTION CENTER	02/04/2025		N		7,200.00
01/07/2025	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		02/04/2025		N		7,200.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-229.000-933.000	SOFTWARE MAINTENANCE	7,200.00

VENDOR TOTAL: 7,336.38

ASSURITY	ASSURITY LIFE INSURANCE COMPANY	01/27/2025	4004387346-36481	GEN	GROUP ID 0800002044 01/01-01/31/2025	
79826	PO BOX 82533	02/04/2025		N		1,101.75
01/17/2025	LINCOLN NE, 68501-2533	/ /	0.0000	N		0.00
		02/04/2025		N		1,101.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-231.430	DUE TO ASSURITY	1,101.75

VENDOR TOTAL: 1,101.75

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

ATTMOBILIT	AT&T MOBILITY	01/22/2025	287648028837X011	GEN	PD NEGOTIATOR TEAM BRIC BALL SIM CAR	
79781	P.O. BOX 6463	02/04/2025	20250117	N		210.65
01/11/2025	CAROL STREAM IL, 60197-6463	/ /	0.0000	N		0.00
		02/04/2025		N		210.65

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-853.000	HAMBURG BRINC BALL	165.32	165.32
207-000.000-853.000	LAPTOP UNLIMITED PLAN	45.33	45.33
		<u>210.65</u>	<u>210.65</u>

VENDOR TOTAL: 210.65

AUTOONE01	AUTO ONE OF BRIGHTON	01/21/2025	54913	GEN	PD WINDOW TINT 2020 RAM	
79754	9981 E. GRAND RIVER	02/04/2025	20250092	N		406.44
01/08/2025	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		02/04/2025		Y		406.44

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	TINT ON VEH	406.44	406.44
		<u>406.44</u>	<u>406.44</u>

VENDOR TOTAL: 406.44

BELLETR01	BELLE TIRE DISTRIBUTORS, INC.	01/27/2025	44890717	GEN	DPW BF ALL TERRAIN 21 F 150 81749	
79819	8722 WEST GRAND RIVER AVE	02/04/2025		N		1,231.96
01/14/2025	BRIGHTON MI, 48116-2307	/ /	0.0000	N		0.00
		02/04/2025		Y		1,231.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-932.000	VEHICLE MAINTENANCE	1,231.96

BELLETR01	BELLE TIRE DISTRIBUTORS, INC.	01/27/2025	45039339	GEN	DPW TIRE EXCHANGE	
79820	8722 WEST GRAND RIVER AVE	02/04/2025		N		(188.00)
01/14/2025	BRIGHTON MI, 48116-2307	/ /	0.0000	N		0.00
		02/04/2025		Y		(188.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-932.000	VEHICLE MAINTENANCE	(188.00)

VENDOR TOTAL: 1,04

40

Item 7.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
BCBSM	BLUE CROSS BLUE SHIELD OF MICHIGAN	01/21/2025	01212025	GEN	007005121 02/01/25-02/28/25	
79763	P.O. BOX 674416	02/04/2025		N		96,491.07
01/09/2025	DETROIT MI, 48267-4416	/ /	0.0000	N		0.00
		02/04/2025		N		96,491.07

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-262.000-718.000	HEALTH/DENTAL/VISION INSURANCE	2,802.78
101-265.000-718.000	HEALTH/DENTAL/VISION INSURANCE	3,242.24
101-000.000-073.001	HEALTH INSURANCE - LIBRARY	3,662.89
101-171.000-718.000	HEALTH/DENTAL/VISION INSURANCE	961.00
101-201.000-718.000	HEALTH/DENTAL/VISION INSURANCE	6,726.69
101-215.000-718.000	HEALTH/DENTAL/VISION INSURANCE	4,115.81
101-228.000-718.000	HEALTH/DENTAL/VISION INSURANCE	896.89
101-253.000-718.000	HEALTH/DENTAL/VISION INSURANCE	2,242.23
101-702.000-718.000	HEALTH/DENTAL/VISION INSURANCE	2,983.05
206-000.000-718.000	HEALTH/DENTAL/VISION INSURANCE	22,646.11
207-000.000-718.000	HEALTH/DENTAL/VISION INSURANCE	31,782.77
101-751.000-718.000	HEALTH/DENTAL/VISION INSURNACE	1,569.56
101-820.000-718.000	HEALTH/DENTAL/VISION INSURANCE	2,242.23
590-527.000-718.000	HEALTH/DENTAL/VISION INSURANCE	10,150.01
101-000.000-231.300	DUE TO BCBS BCBS W/H	466.81
		<u>96,491.07</u>

VENDOR TOTAL: 96,491.07

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

BOBMAXFORD	BOB MAXEY FORD OF HOWELL, INC.	01/21/2025	288010	GEN	PD VEH MAINT FRONT TIRE LEAK 24 EXPE	253.42
79755		02/04/2025	20250090	N		
	2798 E. GRAND RIVER AVE.	/ /	0.0000	N		0.00
12/06/2024	HOWELL MI, 48843-8545	02/04/2025		N		253.42

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	VEH REPAIRS	253.42	253.42

BOBMAXFORD	BOB MAXEY FORD OF HOWELL, INC.	01/21/2025	288488	GEN	PD VEH MAINT OIL CHANGE 21 FOR EXPLO	78.21
79756		02/04/2025	20250091	N		
	2798 E. GRAND RIVER AVE.	/ /	0.0000	N		0.00
12/13/2024	HOWELL MI, 48843-8545	02/04/2025		N		78.21

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	VEH REPAIRS	78.21	78.21

VENDOR TOTAL: 331.63

BOUNDTREE1	BOUND TREE MEDICAL, LLC	01/22/2025	85624458	GEN	PD AED BATTERY	977.38
79782	23537 NETWORK PLACE	02/04/2025	20250084	N		
01/14/2025	CHICAGO IL, 60673-1235	/ /	0.0000	N		0.00
		02/04/2025		Y		977.38

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-967.000	AED BATTERIES	977.38	977.38

BOUNDTREE1	BOUND TREE MEDICAL, LLC	01/27/2025	85629223	GEN	PD AED PADS	158.58
79828	23537 NETWORK PLACE	02/04/2025	20250095	N		
01/17/2025	CHICAGO IL, 60673-1235	/ /	0.0000	N		0.00
		02/04/2025		Y		158.58

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-967.000	AED PADS	149.58	149.58
207-000.000-967.000	DELIVERY	9.00	9.00

158.58

VENDOR TOTAL: 1,134.21

42

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

BURNHAM001	BURNHAM & FLOWER INSURANCE GROUP	01/27/2025	BFG-1147217	GEN	HRA OCT, MOV DEC	
79803	315 SOUTH KALAMAZOO MALL	02/04/2025		N		380.00
01/22/2025	KALAMAZOO MI, 49007-4806	/ /	0.0000	N		0.00
		02/04/2025		N		380.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-275.000-718.500	HEALTH CARE REIMBURSEMENT	380.00

VENDOR TOTAL: 380.00

CAPITLTIRE	CAPITAL TIRE INC.	01/21/2025	1060158171	GEN	PD EAGLE ENFORCER TIRES (4)	
79764	1310 ACADEMY STREET	02/04/2025	20250099	N		584.00
01/20/2025	FERNDAL MI, 48220	/ /	0.0000	N		0.00
		02/04/2025		N		584.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	255/60 GOO EAGLE ENFORCER TIRES	584.00	584.00

VENDOR TOTAL: 584.00

CHARTERC01	CHARTER COMMUNICATIONS	01/28/2025	005447401010125	GEN	TWP 01/01-01/31/2025	
79859	PO BOX 223085	01/17/2025		N		331.05
01/01/2025	PITTSBURGH PA, 15251-2085	/ /	0.0000	N		0.00
		01/17/2025		N		331.05

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-275.000-853.000	PHONE/COMM/INTERNET	331.05

VENDOR TOTAL: 331.05

CIVICPLUS	CIVICPLUS, LLC	01/27/2025	328303	GEN	MUNICODE PAGES/ IMAGES/FREIGHT	
79818	P.O. BOX 737311	02/04/2025		N		2,353.29
01/22/2025	DALLAS TX, 75373-7311	/ /	0.0000	N		0.00
		02/04/2025		Y		2,353.29

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101.000-946.000	ENGINEERING/PROFESSIONAL SERV	2,353.29

VENDOR TOTAL: 2,353.29

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

CONSUMER01	CONSUMERS ENERGY	01/21/2025	201364842392	GEN	1030 4914 5271 6414 WINANS	12/07-01/
79760	PO BOX 740309	02/03/2025		N		22.01
	PAYMENT CENTER					
01/09/2025	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		02/03/2025		N		22.01

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-921.000	NATURAL GAS/HEAT	22.01

CONSUMER01	CONSUMERS ENERGY	01/21/2025	205191383884	GEN	1000 3979 7285 10100 VETERANS MEM	12
79759	PO BOX 740309	02/03/2025		N		1,750.15
	PAYMENT CENTER					
01/09/2025	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		02/03/2025		N		1,750.15

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000.000-921.000	NATURAL GAS/HEAT	1,750.15

VENDOR TOTAL: 1,772.16

CORRIGAN01	CORRIGAN TOWING	01/21/2025	300226-1	GEN	PD TOW OF 7007 2023 SCOUT CAR	
79765	775 N. SECOND STREET	02/04/2025	20250097	N		126.50
01/16/2025	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		02/04/2025		N		126.50

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	TOW CHARGES	126.50	126.50

VENDOR TOTAL: 126.50

CRUISERS01	CRUISERS, INC.	01/22/2025	47567	GEN	PD NEW VEH EQUIPMENT INSTALLATION AR	
79783	5977 BRIGHTON PINES CT.	02/04/2025	20250108	N		13,342.15
01/13/2025	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/04/2025		N		13,342.15

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-980.000	INSTALLATION OF EQUIPMT FOR NEW VEHICLE	13,342.15	13,342.15

VENDOR TOTAL: 13,342.15

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

CUMMINSBD1	CUMMINS SALES AND SERVICE	01/28/2025	S6-250136506	GEN	DPW KOHLER GEN REPAIR	
79856	P.O. BOX 772639	02/04/2025		N		2,270.14
01/18/2025	DETROIT MI, 48277-2639	/ /	0.0000	N		0.00
		02/04/2025		Y		2,270.14

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-934.100	PUMP & MAIN REPAIR/MAINTENANCE	2,270.14

VENDOR TOTAL: 2,270.14

DR TRAILER	D.R. TRAILER SALES INC	01/28/2025	45809	GEN	B&G 2025 PJ 24 H7 22K BLACK 19358	
79851	14177 PLANK RD.	02/04/2025		N		15,500.00
01/23/2025	MILAN MI, 48160-9100	/ /	0.0000	N		0.00
		02/04/2025		N		15,500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	15,500.00

VENDOR TOTAL: 15,500.00

DETROITE02	DTE ENERGY - STREET LIGHTS	01/22/2025	12092024	GEN	9100 4056 2340 STREET LIGHTS11/01-11	
79767	PO BOX 740786	01/13/2025		N		1,655.19
11/30/2024	CINCINNATI OH, 45274-0786	/ /	0.0000	N		0.00
		01/13/2025		N		1,655.19

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448.000-926.000	STREET LIGHTING	1,655.19

VENDOR TOTAL: 1,655.19

DUBOISCO01	DUBOIS-COOPER & ASSOCIATES	01/21/2025	289381	GEN	DPW GRINDER PARTS CLIP/FLAPPER ASM/P	
79747		02/04/2025		N		10,100.00
01/20/2025	PO BOX 6161	/ /	0.0000	N		0.00
	PLYMOUTH MI, 48170	02/04/2025		Y		10,100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-751.100	GRINDER PUMP PARTS	10,100.00

VENDOR TOTAL: 10,100.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

EASTERNM03	EASTERN MICHIGAN UNIVERSITY	01/28/2025	S3935211	GEN	FD - EXECUTIVE LEADERSHIP PROGRAM-ST	
79865	UNIVERSITY ACCOUNTING DEPT	02/04/2025	20250126	N		3,500.00
	203 PIERCE HALL					
01/20/2025	YPSILANTI MI, 48197	/ /	0.0000	Y		0.00
		02/04/2025		N		3,500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-916.000	EXEC LEADERSHIP PROGRAM S&C WORKSHOPS	3,500.00	3,500.00

VENDOR TOTAL: 3,500.00

ELITEFIRE	ELITE FIRE SAFETY, LLC.	01/29/2025	C13274	GEN	ANNUAL AGREEMENT TOWN HALL	
79874	46620 RYAN COURT	02/04/2025		N		800.00
01/01/2025	NOVI MI, 48377	/ /	0.0000	N		0.00
		02/04/2025		Y		800.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-930.000	MAINTENANCE TWP HALL	800.00

ELITEFIRE	ELITE FIRE SAFETY, LLC.	01/29/2025	C13275	GEN	B&G ANNUAL SERVICE AGREEMENT	
79873	46620 RYAN COURT	02/04/2025		N		100.00
01/01/2025	NOVI MI, 48377	/ /	0.0000	N		0.00
		02/04/2025		Y		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-930.004	MAINTENANCE DPW GARAGE/OLD PACKR	100.00

ELITEFIRE	ELITE FIRE SAFETY, LLC.	01/29/2025	C13276	GEN	WWTP ANNUAL SERVICE CONTRACT	
79875	46620 RYAN COURT	02/04/2025		N		100.00
01/01/2025	NOVI MI, 48377	/ /	0.0000	N		0.00
		02/04/2025		Y		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537.000-930.007	BUILDING MAINTENANCE - WWTP	100.00

VENDOR TOTAL: 1,000.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
JUNGCHRS01	FIREWRENCH OF MICHIGAN	01/22/2025	1229	GEN	FD - ENG 1 MAINTENANCE #1229	
79785	25840 JOHNS ROAD	02/04/2025	20250102	N		1,643.16
12/17/2024	SOUTH LYON MI, 48178	/ /	0.0000	N		0.00
		02/04/2025		Y		1,643.16

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	OIL LUBE/FILTERS SERVICE, INSPECTION	975.00	975.00
206-000.000-932.000	OIL	106.97	106.97
206-000.000-932.000	OIL FILTER	82.88	82.88
206-000.000-932.000	AIR FILTER	113.64	113.64
206-000.000-932.000	FUEL FILTER	145.28	145.28
206-000.000-932.000	AIR DRYER CARTRIDGE	34.99	34.99
206-000.000-932.000	COOLANT FILTER	23.36	23.36
206-000.000-932.000	CRANKCASE BREATHER FILTER	79.99	79.99
206-000.000-932.000	DOT INSPECTIONFORM AND DECAL	14.95	14.95
206-000.000-932.000	GREASE TUBE	19.90	19.90
206-000.000-932.000	TRAVEL MILES	46.20	46.20
		1,643.16	1,643.16

JUNGCHRS01	FIREWRENCH OF MICHIGAN	01/22/2025	1230	GEN	FD - ENGINE 11 MAINTENANCE #1230	
79784	25840 JOHNS ROAD	02/04/2025	20250104	N		2,053.17
12/18/2024	SOUTH LYON MI, 48178	/ /	0.0000	N		0.00
		02/04/2025		Y		2,053.17

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	LUBE/FILTERS	1,425.00	1,425.00
206-000.000-932.000	OIL PER GALL	106.97	106.97
206-000.000-932.000	OIL FILTER	82.88	82.88
206-000.000-932.000	FUEL FILTER	145.28	145.28
206-000.000-932.000	AIR FILTER	113.64	113.64
206-000.000-932.000	AIR DRYER CARTRIDGE	34.99	34.99
206-000.000-932.000	RED 50/50 COOLANT	63.36	63.36
206-000.000-932.000	GREASE TUBE	19.90	19.90
206-000.000-932.000	DOT FORM AND DECAL	14.95	14.95
206-000.000-932.000	TRAVEL MILES	46.20	46.20
		2,053.17	2,053.17

JUNGCHRS01	FIREWRENCH OF MICHIGAN	01/22/2025	1231	GEN	FD - ENG 12 MAINTENANCE #1231	
79786	25840 JOHNS ROAD	02/04/2025	20250103	N		2,756.22
12/19/2024	SOUTH LYON MI, 48178	/ /	0.0000	N		
		02/04/2025		Y		2,75

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	LUBE/FILTERS SERVICE, INSPECTION	1,687.50	1,687.50
206-000.000-932.000	OIL	154.51	154.51
206-000.000-932.000	OIL FILTER	82.88	82.88
206-000.000-932.000	FUEL FILTER	143.58	143.58
206-000.000-932.000	SECONDARY FUEL FILTER	44.44	44.44
206-000.000-932.000	COOLANT FILTER	23.36	23.36
206-000.000-932.000	RED 50/50 COOLANT	21.12	21.12
206-000.000-932.000	FRONT DISC PADS KIT	229.99	229.99
206-000.000-932.000	CRANKCASE BREATHER FILTER	79.99	79.99
206-000.000-932.000	TRAVEL MILES	46.20	46.20
206-000.000-932.000	DOT INSPECTION FORM AND DECAL	14.95	14.95
206-000.000-932.000	AIR FILTER	227.70	227.70
		<u>2,756.22</u>	<u>2,756.22</u>

JUNGCHRS01	FIREWRENCH OF MICHIGAN	01/22/2025	1232	GEN	FD - TANKER 11 MAINTENANCE #1232	
79787	25840 JOHNS ROAD	02/04/2025	20250105	N		1,256.72
12/20/2024	SOUTH LYON MI, 48178	/ /	0.0000	N		0.00
		02/04/2025		Y		1,256.72

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	OIL LUBE/FILTERS SERVICE, INSPECTION	825.00	825.00
206-000.000-932.000	OIL	261.47	261.47
206-000.000-932.000	OIL FILTER	58.58	58.58
206-000.000-932.000	815 FUEL FILTER	15.08	15.08
206-000.000-932.000	816 FUEL FILTER	15.54	15.54
206-000.000-932.000	GREASE TUBE	19.90	19.90
206-000.000-932.000	DOT INSPECTION FORM AND DECAL	14.95	14.95
206-000.000-932.000	TRAVEL MILES	46.20	46.20
		<u>1,256.72</u>	<u>1,256.72</u>

VENDOR TOTAL: 7,709.27

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

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Item 7.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
HALEY	FRONTIER SERVICE PARTNERS INC	01/22/2025	107842360	GEN	FD - HEATER REPAIR #107842360, STA 1	
79788	8415 DEXTER CHELSEA RD	02/04/2025	20250110	N		140.00
01/21/2025	DEXTER MI, 48130	/ /	0.0000	N		0.00
		02/04/2025		N		140.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-930.003	COMM SVC/DIAG FEE, REPLACE TRANSFORMER	140.00	140.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
HALEY	FRONTIER SERVICE PARTNERS INC	01/28/2025	108226181	GEN	FD - STA 11 UNIT HEATER NOT WRKING A	
79866	8415 DEXTER CHELSEA RD	02/04/2025	20250129	N		140.00
01/27/2025	DEXTER MI, 48130	/ /	0.0000	N		0.00
		02/04/2025		N		140.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-930.003	REPAIR UNIT HEATER/DIAGNOSTIC FEE	140.00	140.00

VENDOR TOTAL: 280.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
GEBESISCDJ	GENESIS CDJR OF PINCKNEY LLC	01/27/2025	502706	GEN	PD OIL CHANGE & TIRE ROTATION 2023	
79807	1295 E. M-36	02/04/2025	20250122	N		92.95
01/22/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		N		92.95

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	OIL CHANGE	92.95	92.95

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
GEBESISCDJ	GENESIS CDJR OF PINCKNEY LLC	01/27/2025	502719	GEN	PD 2020 RAM OIL CHANGE 59223	
79806	1295 E. M-36	02/04/2025	20250123	N		68.80
01/22/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		N		68.80

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	OIL CHANGE	68.80	68.80

VENDOR TOTAL: 161.75

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
HACHCOMP01	HACH COMPANY, AMERICAN SIGMA &	01/21/2025	14332189	GEN	WWTP NITRITE TNT	
79749	2207 COLLECTIONS CENTER DRIVE	02/04/2025		N		624.50
01/16/2025	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		02/04/2025		Y		624.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537.000-752.000	SUPPLIES & SMALL EQUIPMENT	624.50

VENDOR TOTAL: 624.50

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
PETTYPOL01	HAMBURG-PD PETTY CASH	01/21/2025	01212025	GEN	PD REPLENISH PETTY CASH	9.23.24-11.1
79761		02/04/2025		N		97.06
01/21/2025		/ /	0.0000	N		0.00
		02/04/2025		N		97.06

Open

GL NUMBER	DESCRIPTION	AMOUNT
207-000.000-851.000	POSTAGE	3.33
207-000.000-932.000	VEHICLE MAINTENANCE	10.00
207-000.000-967.000	SPECIAL PROJECTS	39.27
207-000.000-851.000	POSTAGE	6.20
207-000.000-752.000	SUPPLIES & SMALL EQUIPMENT	38.26

97.06

VENDOR TOTAL: 97.06

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
EMERGENC06	HOLLAND MOTOR HOMES & BUS CO	01/28/2025	021278	GEN	FD - VEH MAINTENANCE #021278	
79864	DBA EMERGENCY VEHICLES PLUS	02/04/2025	20250131	N		1,306.15
01/27/2025	670 E. 16TH STREET	/ /	0.0000	N		0.00
	HOLLAND MI, 49423	02/04/2025		Y		1,306.15

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	DEF TANK ASSEMBLY	952.56	952.56
206-000.000-932.000	VALVE, CONTROL, COOLANT	322.69	322.69
206-000.000-932.000	FREIGHT	30.90	30.90

1,306.15 1,306.15

VENDOR TOTAL: 1,306.15

50

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

HRNVLLYGUN	HURON VALLEY GUNS, LLC	01/27/2025	225004	GEN	PD UNIFORM BOOTS - DUFFANY	
79829	56477 GRAND RIVER AVE.	02/04/2025	20250083	N		145.99
01/13/2025	NEW HUDSON MI, 48165	/ /	0.0000	N		0.00
		02/04/2025		Y		145.99

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.000	MENS ALPHA FREEDOM BOOTS	145.99	145.99

VENDOR TOTAL: 145.99

HUTSONINC1	HUTSON, INC.	01/21/2025	10735228	GEN	B&G CASTER WHEEL/BUSHING	
79750	3915 TRACTOR DRIVE	02/04/2025		N		240.40
01/16/2025	HOWELL MI, 48855	/ /	0.0000	N		0.00
		02/04/2025		N		240.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-931.000	EQUIPMENT MAINT/REPAIR	240.40

HUTSONINC1	HUTSON, INC.	01/21/2025	CM10735181	GEN	B&G CLEAR POLYCARBONATE	
79751	3915 TRACTOR DRIVE	02/04/2025		N		(142.40)
01/16/2025	HOWELL MI, 48855	/ /	0.0000	N		0.00
		02/04/2025		N		(142.40)

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-931.000	EQUIPMENT MAINT/REPAIR	(142.40)

VENDOR TOTAL: 98.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

IIMC	INT. INSTITUTE OF MUNICIPAL CLERKS	01/22/2025	01092025	GEN	ANNUAL MEMBERSHIP THROUGH 03/31/2026	
79789	8331 UTICA AVE	02/04/2025		N		235.00
	SUITE 200					
01/09/2025	RANCHO CUCAMONGA CA, 91730	/ /	0.0000	N		0.00
		02/05/2025		N		235.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	235.00

IIMC	INT. INSTITUTE OF MUNICIPAL CLERKS	01/22/2025	01092025	GEN	ANNUAL MEMBERSHIP GOOD THROUGH 03/31	
79790	8331 UTICA AVE	02/04/2025		N		135.00
	SUITE 200					
01/09/2025	RANCHO CUCAMONGA CA, 91730	/ /	0.0000	N		0.00
		02/04/2025		N		135.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	135.00

IIMC	INT. INSTITUTE OF MUNICIPAL CLERKS	01/22/2025	01092025	GEN	ANNUAL MEMBERSHIP GOOD THROUGH 03/31	
79791	8331 UTICA AVE	02/04/2025		N		135.00
	SUITE 200					
01/09/2025	RANCHO CUCAMONGA CA, 91730	/ /	0.0000	N		0.00
		02/04/2025		N		135.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	135.00

IIMC	INT. INSTITUTE OF MUNICIPAL CLERKS	01/22/2025	01092025	GEN	ANNUAL MEMBERSHIP GOOD THROUGH 03/31	
79792	8331 UTICA AVE	02/04/2025		N		135.00
	SUITE 200					
01/09/2025	RANCHO CUCAMONGA CA, 91730	/ /	0.0000	N		0.00
		02/04/2025		N		135.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	135.00

VENDOR TOTAL: 640.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

Item 7.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
JJJINKLE01	J. J. JINKLEHEIMER & CO. INC.	01/22/2025	93086	GEN	PD UNIFORMS PEDERSEN	
79793	2705 E. GRAND RIVER AVE.	02/04/2025	20250115	N		102.97
01/21/2025	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/04/2025		N		102.97

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.000	TACTICAL POLO	65.98	65.98
207-000.000-768.000	PORT AUTH 1/4 ZIP	36.99	36.99
		102.97	102.97

VENDOR TOTAL: 102.97

KINGKLEA01	KING KLEANERS	01/28/2025	01062025	GEN	FD - DRY CLEANING UNIFORMS JAN 2025	
79860	5589 E. M-36	02/04/2025	20250127	N		58.50
	SUITE B3					
01/06/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		Y		58.50

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-768.000	JAN 2025 DRY CLEANING	58.50	58.50

KINGKLEA01	KING KLEANERS	01/27/2025	01062025	GEN	PD - UNIFORM DRY CLEANING DECEMBER C	
79817	5589 E. M-36	02/04/2025	20250120	N		364.50
	SUITE B3					
01/06/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		Y		364.50

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.500	PD UNIFORM DRY CLEANING	364.50	364.50

VENDOR TOTAL: 423.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
LAKELAND01	LAKELAND ACE HARDWARE, INC.	01/22/2025	12455	GEN	FD - STATION SUPPLIES	
79794	PO BOX 1000	02/04/2025	20250098	N		171.69
01/19/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		N		171.69

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-752.000	PAPER TOWEL HOLDER	8.99	8.99
206-000.000-752.000	GREASE CUP LINERS 10 PK	8.99	8.99
206-000.000-752.000	SWIVEL PEELER	15.99	15.99
206-000.000-752.000	KITCHEN SCISSORS	3.59	3.59
206-000.000-752.000	ENG BRITE LOW VOC	15.98	15.98
206-000.000-752.000	ENG BRITE GEL	17.18	17.18
206-000.000-752.000	GRIDDLE TOOL SET	67.98	67.98
206-000.000-752.000	BLENDER PLS BLK 6 CUP	32.99	32.99
		<u>171.69</u>	

LAKELAND01	LAKELAND ACE HARDWARE, INC.	01/28/2025	12483	GEN	FD - STA 11 SUPPLIES #12483/1	
79861	PO BOX 1000	02/04/2025	20250128	N		9.98
01/25/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		N		9.98

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-752.000	HANDLE HRD 15/60X60"	8.99	8.99
206-000.000-752.000	FASTENER	0.99	0.99
		<u>9.98</u>	

VENDOR TOTAL: 181.67

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

LAKESIDESV	LAKESIDE SERVICE COMPANY	01/27/2025	182528991	GEN	DPW DIGITAL THERMOSTAT/SIGNAL UNIT/	
79825	4367 S. OLD US HWY 23	02/04/2025		N		3,560.76
01/15/2025	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		02/04/2025		Y		3,560.76

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-930.011	ENTERPRISE POLE BARN (ORIGINAL)	3,560.76

LAKESIDESV	LAKESIDE SERVICE COMPANY	01/27/2025	182930678	GEN	WWTP MINI SPLIT	
79821	4367 S. OLD US HWY 23	02/04/2025		N		205.00
01/21/2025	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		02/04/2025		Y		205.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537.000-930.007	BUILDING MAINTENANCE - WWTP	205.00

VENDOR TOTAL: 3,765.76

LEXIPOL	LEXIPOL LLC	01/22/2025	INVPRA11247566	GEN	PD POLICE ONE ACADEMY ANNUAL MEMBERS	
79795	PO BOX 676232	02/04/2025	20250118	N		1,818.30
01/07/2025	DALLAS TX, 75267-6232	/ /	0.0000	N		0.00
		02/04/2025		N		1,818.30

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
213-000.000-916.000	PO MEMBERSHIP	1,732.80	1,732.80
207-000.000-916.000	CIVILIAN MEMBERSHIP	85.50	85.50
		1,818.30	1,818.30

VENDOR TOTAL: 1,818.30

LIFELOCT01	LIFELOC TECHNOLOGIES, INC	01/21/2025	409118	GEN	PD REPLACEMENT PBT	
79766	12441 W 49TH AVE	02/04/2025	20250087	N		292.00
	SUITE 4					
01/16/2025	WHEAT RIDGE CO, 80033	/ /	0.0000	N		0.00
		02/04/2025		Y		292.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-967.000	FC10MI PBT, CASE, MOUTHPIECE, STRAP, ETC	292.00	292.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

VENDOR TOTAL: 292.00

LIVINGST12	LIVINGSTON COUNTY REGISTER OF DEEDS	01/21/2025	011625	GEN	EASEMENT GRANT FORM CUTSINGER	
79748	200 E. GRAND RIVER AVE.	02/04/2025		N		30.00
	SUITE 3					
01/16/2025	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/04/2025		N		30.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-955.000	SUNDRY	30.00

LIVINGST12	LIVINGSTON COUNTY REGISTER OF DEEDS	01/27/2025	01232025	GEN	SEWER CONNECTION AGR AND EASEMENT	
79804	200 E. GRAND RIVER AVE.	02/04/2025		N		60.00
	SUITE 3					
01/23/2025	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/04/2025		N		60.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-538.000-955.000	SUNDRY	60.00

VENDOR TOTAL: 90.00

LIVINGST02	LIVINGSTON COUNTY TREASURER	01/27/2025	13645	GEN	SEN CTR SEPT 24 TRANSPORTATION	
79823	LIVINGSTON COUNTY COURT HOUSE	02/04/2025		N		2,070.00
	200 E. GRAND RIVER					
11/01/2024	HOWELL MI, 48843-2398	/ /	0.0000	N		0.00
		02/04/2025		N		2,070.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-801.000	CONTRACTUAL SERVICES	2,070.00

VENDOR TOTAL: 2,070.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

MALLORY SA	MALLORY SAFETY AND SUPPLY	01/22/2025	6075695	GEN	FD - UNIFORM ITEMS, NEWTON #3075695	299.85
79796	PO BOX 2068	02/04/2025	20250100	N		0.00
01/18/2025	LONGVIEW WA, 98632	/ /	0.0000	N		299.85
		02/04/2025		Y		

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-768.000	511 PANTS 36X34	119.94	119.94
206-000.000-768.000	511 PANTS 34X32	179.91	179.91
		299.85	299.85

MALLORY SA	MALLORY SAFETY AND SUPPLY	01/22/2025	6076358	GEN	FD - JOB SHIRTS, NEWTON #3709113	201.00
79797	PO BOX 2068	02/04/2025	20250111	N		0.00
01/21/2025	LONGVIEW WA, 98632	/ /	0.0000	N		201.00
		02/04/2025		Y		

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-768.000	ELBECO JOB SHIRT XL	67.00	67.00
206-000.000-768.000	ELBECO JOB SHIRT LG	67.00	67.00
206-000.000-768.000	ELBECO JOB SHIRT MD	67.00	67.00
		201.00	201.00

MALLORY SA	MALLORY SAFETY AND SUPPLY	01/28/2025	6079543	GEN	FD - UNIFORM PANTS #6079543	119.94
79862	PO BOX 2068	02/04/2025	20250130	N		0.00
01/23/2025	LONGVIEW WA, 98632	/ /	0.0000	N		119.94
		02/04/2025		Y		

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-768.000	STRYKE PANTS 34X36	119.94	119.94

VENDOR TOTAL: 620.79

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

MAZURAUTOM	MAZUR'S TOTAL AUTOMOTIVEOF PINCKNEY	01/28/2025	88038	GEN	B&G 2019 FORD F150 OIL CHANGE	
79855	5759 E. M36	02/04/2025		N		81.03
12/11/2024	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		Y		81.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-932.000	VEHICLE MAINTENANCE	81.03

MAZURAUTOM	MAZUR'S TOTAL AUTOMOTIVEOF PINCKNEY	01/22/2025	RO88694	GEN	TWP EXPLORER 75193	
79798	5759 E. M36	02/04/2025		N		61.96
01/14/2025	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/04/2025		Y		61.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-275.000-932.000	VEHICLE MAINTENANCE	61.96

VENDOR TOTAL: 142.99

MAMC	MICHIGAN ASSOC OF MUNICIPAL CLERKS	01/28/2025	11092	GEN	CLERK-M KUZNER 2024? (5) MASTER ACAD	
79848	120 N. WASHINGTON SQ, SUITE 110A	02/04/2025		N		525.00
01/07/2025	LANSING MI, 48933-1609	/ /	0.0000	N		0.00
		02/04/2025		N		525.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-910.000	PROFESSIONAL DEVELOPMENT	525.00

MAMC	MICHIGAN ASSOC OF MUNICIPAL CLERKS	01/28/2025	11104	GEN	CLERK-MEMBERSHIP PIN	
79849	120 N. WASHINGTON SQ, SUITE 110A	02/04/2025		N		6.00
01/14/2025	LANSING MI, 48933-1609	/ /	0.0000	N		0.00
		02/04/2025		N		6.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-955.000	SUNDRY	6.00

VENDOR TOTAL: 531.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

MIASSOCI02	MICHIGAN ASSOCIATION OF POLICE	01/22/2025	300011664	GEN	MACP ANNUAL MEMBERSHIP FEE DUFFANY	
79799	3474 ALAIEDON PKWY	02/04/2025	20250112	N		115.00
	STE. 600					
01/21/2025	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		02/04/2025		N		115.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-958.000	MEMBERSHIP FEE	115.00	115.00

MIASSOCI02	MICHIGAN ASSOCIATION OF POLICE	01/22/2025	300011742	GEN	MACP ANNUAL MEMBERSHIP FEE DUHAIME	
79800	3474 ALAIEDON PKWY	02/04/2025	20250113	N		100.00
	STE. 600					
01/21/2025	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		02/04/2025		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-958.000	MEMBERSHIP FEE	100.00	100.00

VENDOR TOTAL: 215.00

MICHIGANST	MICHIGAN STATE DISBURSEMENT UNIT	01/28/2025	01302025	GEN	CASE# 810013564 PAYROLL 01/13-01/26/	
79867	P.O. BOX 30350	02/04/2025		N		59.08
01/28/2025	LANSING MI, 48909-7850	/ /	0.0000	N		0.00
		02/04/2025		N		59.08

Open

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

MICHIGANST	MICHIGAN STATE DISBURSEMENT UNIT	01/28/2025	01302025	GEN	CASE# 912854739 PAYROLL 01/13-01/26/	
79868	P.O. BOX 30350	02/04/2025		N		380.46
01/28/2025	LANSING MI, 48909-7850	/ /	0.0000	N		0.00
		02/04/2025		N		380.46

Open

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

VENDOR TOTAL: 439.54

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MYERSEXC02	MYERS GROUP ENTERPRISES LLC	01/28/2025	2457	GEN	BULK SALT 20 YARDS	
79854	8111 HAMMEL ROAD	02/04/2025		N		1,900.00
01/27/2025	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		02/04/2025		Y		1,900.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000.000-930.003	MAINTENANCE FIRE HALL	633.32
207-000.000-930.002	MAINTENANCE POLICE BUILDING	316.66
101-265.000-930.000	MAINTENANCE TWP HALL	316.70
101-820.000-930.001	MAINTENANCE COMM CENTER	316.66
101-265.000-930.008	MAINTENANCE LIBRARY	316.66
		1,900.00

VENDOR TOTAL: 1,900.00

NAT HOSPIT	NATIONAL HOSPITALITY INSTITUTE	01/21/2025	1376	GEN	PD TRAINING - BROMLEY LIQUOR LAW ENF	
79757	101 S. WASHINGTON SQUARE	02/04/2025	20250096	N		250.00
	SUITE 100					
01/15/2025	LANSING MI, 48933	/ /	0.0000	N		0.00
		02/04/2025		N		250.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-916.000	MI LIQUOR LAW SEMINAR	250.00	250.00

VENDOR TOTAL: 250.00

OSTLNSRV1	OSTLUND SERVICE	01/22/2025	66524	GEN	SEN CTR FAUCET	
79801	3637 S OLD US 23	02/04/2025		N		1,126.00
	SUITE 100					
01/22/2025	BRIGHTON MI, 48114	/ /	0.0000	Y		0.00
		02/04/2025		Y		1,126.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-931.000	EQUIPMENT MAINT/REPAIR	1,126.00

VENDOR TOTAL: 1,126.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

Item 7.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
PORTTOILTS	PORTABLE TOILET SERVICES LLC	01/29/2025	104163	GEN	01/19-02/15/2025	
79877	4900 MCCARTHY DRIVE	02/04/2025		N		1,292.60
01/19/2025	MILFORD MI, 48381	/ /	0.0000	N		0.00
		02/04/2025		Y		1,292.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-800.000-942.000	PORTABLE TOILETS	940.92
101-751.000-942.000	PORTABLE TOILETS	351.68
		1,292.60

VENDOR TOTAL: 1,292.60

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
PORTAGEB01	PORTAGE-BASE LK AREA WATER &	01/28/2025	2721	GEN	REIMBURSE FOR OMNISITE WIRELESS SERV	
79850		02/04/2025		N		290.00
01/16/2025	,	/ /	0.0000	N		0.00
		02/04/2025		N		290.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-853.000	PHONE/COMM/INTERNET	290.00

VENDOR TOTAL: 290.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

PROTECHSAL	PRO-TECH SALES	01/27/2025	INV4635	GEN	PD UNIFORM NECESSITIES FOR HUCK	
79830	1313 WEST BAGLEY ROAD	02/04/2025	20240606	N		2,234.00
01/24/2025	BEREA OH, 44017	/ /	0.0000	N		0.00
		02/04/2025		N		2,234.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.000	UNIFORMS	857.00	857.00
207-000.000-980.000	CAP EQUIP/CAP IMP	1,377.00	1,377.00
		<u>2,234.00</u>	<u>2,234.00</u>

PROTECHSAL	PRO-TECH SALES	01/27/2025	INV4641	GEN	PD - VESTS FOR LOCKE & KOZKOWICZ	
79831	1313 WEST BAGLEY ROAD	02/04/2025	20240544	N		2,092.00
01/27/2025	BEREA OH, 44017	/ /	0.0000	N		0.00
		02/04/2025		N		2,092.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.000	VESTS & EQUIPMENT	1,395.00	1,395.00
207-000.000-980.000	CAP EQUIP/CAP IMP	697.00	697.00
		<u>2,092.00</u>	<u>2,092.00</u>

VENDOR TOTAL: 4,326.00

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

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

JOHNSNRO01	ROSATI, SCHULTZ, JOPPICH &	01/27/2025	1082793	GEN	GENERAL MATTERS	
79811	AMTSBUECHLER, P.C.	02/04/2025		N		34.00
	27555 EXECUTIVE DRIVE, SUITE 250					
01/08/2025	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		02/04/2025		Y		34.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-279.977	FOX POINT BEACH SUBDIVISION	34.00

JOHNSNRO01	ROSATI, SCHULTZ, JOPPICH &	01/27/2025	1082794	GEN	LABOR & EMPLOYMENT LAW	
79808	AMTSBUECHLER, P.C.	02/04/2025		N		1,584.00
	27555 EXECUTIVE DRIVE, SUITE 250					
01/08/2025	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		02/04/2025		Y		1,584.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101.000-826.000	LEGAL FEES	1,584.00

JOHNSNRO01	ROSATI, SCHULTZ, JOPPICH &	01/27/2025	1082795	GEN	MICHIGAN TAX TRIBUNAL MATTERS	
79812	AMTSBUECHLER, P.C.	02/04/2025		N		1,697.00
	27555 EXECUTIVE DRIVE, SUITE 250					
01/08/2025	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		02/04/2025		Y		1,697.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-279.977	FOX POINT BEACH SUBDIVISION	1,697.00

JOHNSNRO01	ROSATI, SCHULTZ, JOPPICH &	01/27/2025	1082796	GEN	PLANNING AND ZONING MATTERS	
79810	AMTSBUECHLER, P.C.	02/04/2025		N		1,207.50
	27555 EXECUTIVE DRIVE, SUITE 250					
01/08/2025	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		02/04/2025		Y		1,207.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-279.987	THE CROSSINGS AT LAKELANDS TRAIL	262.50
101-000.000-279.987	THE CROSSINGS AT LAKELANDS TRAIL	910.00
101-702.000-826.000	LEGAL FEES	35.00

1,207.50

JOHNSNRO01	ROSATI, SCHULTZ, JOPPICH &	01/27/2025	1082797	GEN	DISTRICT COURT PROSECUTIONS	
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User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

DB: Hamburg

UNJOURNALIZED OPEN

Item 7.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
79809	AMTSBUECHLER, P.C.	02/04/2025		N		56.00
	27555 EXECUTIVE DRIVE, SUITE 250					
01/08/2025	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		02/04/2025		Y		56.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
207-000.000-826.000	LEGAL FEES	56.00

VENDOR TOTAL: 4,578.50

SEMCOG0001	SEMCOG -SOUTHEASTERN MICHIGAN	01/21/2025	INV02533	GEN	TWP ANNUAL MEMBERSHIP DUES 2025	
79762	1001 WOODWARD AVE., STE 1400	02/04/2025		N		3,454.00
01/15/2025	DETROIT MI, 48226	/ /	0.0000	N		0.00
		02/04/2025		N		3,454.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	3,454.00

VENDOR TOTAL: 3,454.00

SPICERGRUP	SPICER GROUP, INC.	01/22/2025	235209	GEN	PROF SERV BENNETT PARK RENO AND WATE	
79802	230 SOUTH WASHINGTON AVENUE	02/04/2025		N		14,145.75
01/22/2025	SAGINAW MI, 48607	/ /	0.0000	N		0.00
		02/04/2025		N		14,145.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751.000-975.300	GRANT MATCH	14,145.75

VENDOR TOTAL: 14,145.75

User: MarcyM

EXP CHECK RUN DATES 12/01/2024 - 02/04/2025

Item 7.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

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

SPRINGFIEL 79816	SPRINGFIELD URGENT CARE PLLC 320 TOWN CENTER BLVD. STE. C-101	01/27/2025 02/04/2025	01132025	GEN N	EMPLOYEE PHYSICALS HUCK/WARDLOW	1,206.82
01/13/2025	WHITE LAKE MI, 48386-2183	/ / 02/04/2025	0.0000	N N		0.00 1,206.82

Open

GL NUMBER	DESCRIPTION	AMOUNT
207-000.000-955.000	SUNDRY	118.00
206-000.000-843.100	EMPLOYEE PHYSICALS/VACCINATION	1,088.82
		<u>1,206.82</u>

VENDOR TOTAL: 1,206.82

LEIN01 79758	STATE OF MICHIGAN MI STATE POLICE - CASHIERS OFFICE P.O. BOX 30266	01/21/2025 02/04/2025	551-649792 20250070	GEN N	64622 PD MI DRY GAS CYLINDER	140.00
01/15/2025	LANSING MI, 48909	/ / 02/04/2025	0.0000	N N		0.00 140.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-851.000	SHIPPING FEE FOR DRY GAS CYLINDER	50.00	50.00
207-000.000-752.000	DRY GAS CYLINDER	90.00	90.00
		<u>140.00</u>	<u>140.00</u>

VENDOR TOTAL: 140.00

MIDEPTEN03 79814	STATE OF MICHIGAN EGLE-GWDP CASHIER'S OFFICE P.O. BOX 30657	01/27/2025 02/04/2025	11294128	GEN N	GROUNDWATER ANNUAL PERMIT FEE FACILI	7,500.00
01/09/2025	LANSING MI, 48909-8157	/ / 02/04/2025	0.0000	N N		0.00 7,500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537.000-955.100	ANNUAL GRNDWATER DISCHARGE FEE	7,500.00

VENDOR TOTAL: 7,500.00

User: MarcyM

DB: Hamburg

Item 7.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
DATANETSYS	VEL INC	01/27/2025	29937	GEN	PD INDOOR ACCESS CONTROLLERS WITH CA	
79805	PO BOX 700744	02/04/2025	20250121	N		4,583.26
01/22/2025	PLYMOUTH MI, 48170	/ /	0.0000	N		0.00
		02/04/2025		N		4,583.26

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-980.000	INFINIAS READER HID ICLASS	260.80	260.80
207-000.000-980.000	INFINIAS DOOR CONTROLLER	1,344.86	1,344.86
207-000.000-980.000	HEAVY DUTY ELECTRIC STRIKE	731.20	731.20
207-000.000-980.000	GL CAT5E PLENUM CABLE	70.00	70.00
207-000.000-980.000	HARDWARE, CONNECTORS, CONSUMABLES, MISC	216.40	216.40
207-000.000-980.000	INSTALL AND LABOR DNET TECHNICIAN	1,960.00	1,960.00
		<u>4,583.26</u>	<u>4,583.26</u>

VENDOR TOTAL: 4,583.26

SUNOCOTO01	WEX BANK	01/27/2025	101665266	GEN	FUEL PURCHASES 11/24/24-12/23/2024	
79824	P.O. BOX 6293	02/04/2025		N		1,027.60
12/23/2025	CAROL STREAM IL, 60197	/ /	0.0000	N		0.00
		02/04/2025		N		1,027.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-759.000	VEHICLE FUEL	258.36
590-527.000-759.000	VEHICLE FUEL	667.44
101-275.000-759.000	VEHICLE FUEL	91.80
101-275.000-759.000	VEHICLE FUEL	10.00
		<u>1,027.60</u>

VENDOR TOTAL: 1,027.60

TOTAL - ALL VENDORS: 266,758.89

PO#2025

207 000 000 981 000

Dariusz Nisenbaum

Montrose CDJR

DEALERSHIP NAME



Montrose CDJR
Fleet Services
3960 Medina Rd
Akron, OH 44333

KEN WARE

SALESMAN

INVOICE

PURCHASERS NAME HAMBURG TOWNSHIP DATE 1/24/2025
STREET ADDRESS 10409 MERRILL ROAD PHONE
CITY HAMBURG COUNTY LIVINGSTON STATE MI 48139

2023	DODGE	CHARGER	POLICE	AWD V6	STOCK NO.
VIN	2C3CDXKG2PH680272		SILVER		5PS137
VIN	2C3CDXKG4PH680273		SILVER		5PS138
VIN					
VIN					
VIN					

ATTN: DARIUSZ NISENBAUM

- VEHICLE DELIVERY REPORT ATTACHED
- CONDITIONAL DELIVERY AGREEMENT ATTACHED
- PAY OFF AUTHORIZATION ATTACHED
- USED VEHICLE LIMITED WARRANTY ATTACHED
- JURY WAIVER ATTACHED

I AGREE THAT ANY DISPUTE ARISING FROM THIS TRANSACTION SHALL BE SUBJECT TO ARBITRATION AND I HAVE EXECUTED A DETAILED ARBITRATION AGREEMENT WHICH IS FULLY INCORPORATED HEREIN.

X

DEPOSIT RECEIPT: <small>Dealer hereby acknowledges receipt of the sum of \$ _____ as a Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit/Partial Payment is or is NOT refundable, subject to the conditions provided.</small>	NEGATIVE EQUITY: <small>I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that the cash price of the vehicle be increased by \$ _____ to cover negative equity from my trade-in/the amount owed on my lease turn-in.</small>
---	--

VEHICLE PRICE (2 @ 36,400.00 EACH)	\$ 72,800.00
ADDITIONAL EQUIPMENT	\$ -
DELIVERY (NOT NEEDED)	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
SALES TAX	0.00%
TITLE	\$ -
TEMP TAGS	\$ -
PLUS PAYOFF ON TRADE	\$ -
TOTAL DUE	\$ 72,800.00
LESS INITIAL PYMT/CASH DOWN	\$ -
REBATES/FACTORY INCENTIVES	\$ -
BALANCE DUE	\$ 72,800.00

TRADE-IN DESCRIPTION:			
YEAR	MAKE	MODEL	
BODY STYLE	MILEAGE	NEW STOCK #	
VIN#			
PAYOFF	TRADE ALLOWANCE		

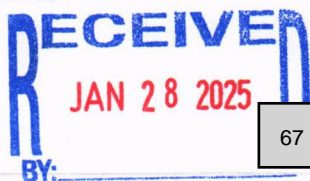
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER PURCHASES WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRACTO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN EL CONTRATO CONTENIDA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed, all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchaser who is to be contractually obligated on this credit transaction. If the purchase of the motor vehicle described herein is to be financed, the Annual Percentage Rate (APR) may be negotiated with the dealership and the dealership may receive a fee, commission, or other compensation for providing, procuring, or arranging financing. This document and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this agreement.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND CREDIT IS APPROVED IF APPLICABLE BY A FINANCIAL INSTITUTION

PURCHASER _____ DATE _____
CO PURCHASER _____ DATE _____
ACCEPTED BY _____ KEN WARE - FLEET ACCT MGR.
(DEALER) NAME AND TITLE



Faint, illegible text and table structure, possibly a ledger or account book, with multiple columns and rows.

RECEIVED
JAN 5 8 5052



Hamburg Township Public Safety Department

PO BOX 157 · HAMBURG, MICHIGAN 48139
PHONE: (810) 231-9391 · FAX: (810) 231-9401

EMAIL: HATP@hamburg.mi.us

RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



Item 8.

TO: Hamburg Township Board
FROM: Chief Richard Duffany
DATE: January 30, 2025
RE: 2024 Annual Review & Analysis

Introduction

The following report is a best practice as identified by the Michigan Law Enforcement Accreditation Commission (MLEAC) and is required by department policy to be submitted on an annual basis. The report is designed to summarize and analyze the following activities during 2024:

- Administrative investigation of complaints of misconduct.
- Agency practices related to biased based policing.
- Employee involved collisions.
- Employee injuries and exposures.
- Use of force incidents.
- Vehicle pursuits.
- Foot pursuits.

The report serves to further the department's mission by accurately and transparently presenting data as part of the meaningful review process. While this report provides data on the number of incidents in each area, it is also used to identify trends and evaluate the need for additional training, equipment and/or policy revisions.

Internal Affairs-Employee Misconduct Annual Review 2024

Throughout 2024, officers responded to over 4,100 dispatched calls for service, made over 20,600 self-initiated calls for service and initiated 1,663 traffic stops. The department received five informal citizen complaints and two formal citizen complaints in 2024. In addition, two internal investigations alleging policy violations were initiated by supervisors.

It is the policy of the Hamburg Township Public Safety Department-Police Division (HTPD) to



Hamburg Township Public Safety Department

PO BOX 157 · HAMBURG, MICHIGAN 48139
PHONE: (810) 231-9391 · FAX: (810) 231-9401

EMAIL: HATP@hamburg.mi.us

RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



continuously strive to improve the quality of police services provided to the citizens of Hamburg Township through an objective procedure of handling complaints against department personnel.

- Through this process, citizen confidence in the integrity of the department and its personnel can be achieved and maintained. It is the policy of the department to investigate all citizen complaints alleging employee misconduct in a fair, objective and thorough manner.
- It is the policy of the department to investigate all complaints diligently while ensuring that all employee rights as set forth in the U.S. Constitution, current state and federal law as well as applicable collective bargaining agreements are strictly protected.

Complaints of misconduct are typically handled by the Deputy Director of Police, although some complaints are handled by shift-level supervisors. Reported employee misconduct is investigated even if a formal complaint is not desired, or the reporting person wishes to withdraw the complaint. The lack of a formal complaint from a citizen does not preclude the imposition of disciplinary or corrective sanctions in appropriate situations. Upon conclusion of an internal investigation, an investigator's report is prepared and forwarded to the Director of Public Safety.

Upon receipt of the investigator's report, the Director of Public Safety reviews the investigative report and makes one of the following determinations:

Not Sustained – The investigation failed to disclose sufficient evidence to support the allegation(s), the investigation proved that the allegation is false and did not occur or the investigation revealed that the acts complained of were lawful, justified and proper.

Sustained – The investigation disclosed sufficient evidence to support the allegation(s) made in the complaint.

Final authority and responsibility for determining the disposition of a complaint rests solely with the Director of Public Safety.

Of the five informal complaints received in 2024 two were received through email, two were called into the police department and one was observed on social media. These complaints were all investigated by the Deputy Director of Police and each complainant declined to upgrade their concerns into a formal complaint.

The first formal complaint alleged that officers did not provide proper medical attention to an



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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



arrestee. This complaint was found to be not sustained as all protocols and policies were followed. The second formal complaint alleged that an officer interrogated a juvenile without a parent's consent, this complaint was also found to be not sustained. During the course of investigating the complaint, a policy violation was observed regarding the timeliness in submitting the incident report. This was addressed and the officer verbally counseled.

The five informal complaints that were received throughout 2024 covered a wide range of allegations. The first inquired about why a report was not sent to the prosecutor office for review as the protocol states it should be even though the victim did not want to pursue charges or continue with the investigation. This report was re-issued to one of our detectives and submitted to the Livingston County Prosecutor's Office for review.

The second complaint was self-initiated by the Deputy Director of Police as he noticed a citizen making allegations over social media stating that officers mishandled his medical/overdose call for service. Review of this call showed that officers handled the incident appropriately and within policy.

The third complaint was called into the office regarding an officer making a U-turn in front of traffic almost causing a collision. In car video was reviewed and showed the officer completed the turn in a safe and prudent manner with more than enough space between vehicles.

The fourth complaint was emailed in inquiring why enforcement action was not taken when a golf cart struck his parked vehicle. Reports and video showed that the caller did not have all of the information, and the golf cart had rolled down a hill, without a driver, into the caller's car and nothing illegal had occurred.

The fifth informal complaint alleged that an officer was rude and aggressive toward a bystander at a property damage accident scene. The video review showed the officer acted professionally and was not aggressive as described.

All five of the informal citizen complainants were given information and the opportunity to file a formal complaint but all declined to do so.

The 7 citizen complaints are up from 3 received in 2023 and 6 received in 2022.

As for the two supervisor-initiated policy violation investigations in 2024, both were initiated due to punctuality and attendance. The two investigations resulted in punitive discipline for each officer involved.



Hamburg Township Public Safety Department



Item 8.

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A meaningful review was conducted in each allegation of the aforementioned employee misconduct/complaints and policy violations to examine possible issues with officer performance, policy, equipment, and training to ascertain any need for changes in those areas. Body cameras continue to be extremely helpful in the review of allegations as they provide much more detail than in-car cameras alone.

The analysis of the employee misconduct/complaint allegations did not reveal a clear-cut pattern as it related to officer performance.

Policy- Recommended changes to SOP# 300-10: *Interviews and Interrogations*, SOP# 300-11: *Handling of Juveniles* and SOP# 300-78: *Body Worn and In Car Camera Systems* were made by the Director of Public Safety and approved by the Township Board of Trustees.

Training- No training issues identified. Supervisors have been following the updated citizen complaint policy.

Equipment- No equipment issues identified. Officers have been properly utilizing bodycams.

Discipline/Corrective Action- Issued on the two internal supervisor-initiated investigations.

[Biased Influenced Policing Review 2024](#)

It is the policy of HTPD to protect the fundamental rights of all citizens to equal protection under the law and not to engage in practices which foster unequal treatment of citizens such as bias-influenced policing or racial profiling. Every member of this department is required to perform his/her duties in a fair, impartial and objective manner.

Officers have an affirmative duty to protect the Constitutional rights of all citizens, especially the fundamental rights of equal protection under the law and to be free from unreasonable searches and seizures.

Officers are expressly prohibited from engaging in any practices which foster unequal treatment of citizens such as bias-influenced policing or racial profiling.

Officers are required to treat all persons, regardless of individual demographics or status in a case (suspect, victim, witness, etc.), with dignity and respect at all times.



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All department personnel are required to be trained in the impropriety of bias-influenced policing, including legal requirements and sanctions each year. The 2024 review revealed:

Policy- No issues were identified.

Training- All department personnel received training in Fair/Impartial Policing and Ethics in 2024.

Equipment- No equipment issues identified. Officers have been properly utilizing bodycams.

Discipline/Corrective Action- No complaints were received in 2024 that indicated or inferred any form of bias or racial profiling. No such complaints were received in 2023.

Employee Collision Review 2024

Three property damage accidents involving police units occurred in 2024. One unit struck a deer that entered the road directly in front of it and the officer was unable to avoid a collision, causing structural damage to the front of the vehicle. The officer was found to be not at fault.

The second collision occurred when a deer ran into the driver's side of the vehicle. The officer was unable to avoid the collision that caused cosmetic damage to the driver door and rear quarter panel. The officer was found to be not at fault.

The third collision occurred when an officer was stopped at a red light and accidentally moved forward bumping into the stopped vehicle ahead of him resulting in minor damage.

The three employee involved collisions were up from two collisions in 2023.

Policy- No issues were identified.

Training- No training issues were identified.

Equipment- No equipment issues were identified.

Discipline/Corrective Action- No discipline/corrective action was issued in the two deer-vehicle accidents and the third collision resulted in counseling of the officer.



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Employee Injury / Exposure review 2024

Two employee injuries, both requiring surgeries, were reported in 2024. In the first incident, the officer was carrying equipment out to his department vehicle when he slipped off the curb falling awkwardly into the side of his vehicle. This resulted in a shoulder injury requiring surgery. The second incident, the officer was changing uniforms to participate in their annual fitness test, and as he reached behind his back to tuck in his shirt and began to experience extreme pain. This resulted in a shoulder injury requiring surgery.

In 2024, two officers were injured during use of force incidents, this is down from 3 that were injured in 2023.

Policy- No issues were identified.

Training- No training issues were identified.

Equipment- No equipment issues identified.

Discipline/Corrective Action- None.

Use of Force Incidents

The department reviews all use of force incidents involving officers. An uninvolved supervisor is required to complete a thorough meaningful review when force is used at a level higher than routine handcuffing and/or verbal direction. This review is used to evaluate policy compliance, identify any training needs, equipment concerns/improvements, along with any policy changes that may be identified and when appropriate discipline/corrective action.

The department recognizes and respects the value and special integrity of each human life. Officers are instructed that use of force shall never be considered routine. Department members shall use only objectively reasonable force to overcome resistance while affecting a lawful arrest, bringing an incident under control or protecting the public in the lawful performance of duty. The use of unreasonable, unnecessary or excessive force, and/or the failure to provide medical treatment following the use of force is unacceptable.

Each officer of the department has an affirmative duty to safely intervene in instances where the circumstances are such that the officer should reasonably conclude another officer is using inappropriate, unreasonable or excessive force on a person, in violation of department policy or any state/federal law.



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Use of Force in 2024

There were 7 documented use of force incidents during 2024. Subjects were charged with a criminal offense in four of the incidents. The three remaining incidents involved subjects experiencing a mental health crisis where an officer intervened to provide medical or mental healthcare and officers determined it was in the person’s best interests not to seek any criminal charges.

Michigan law states that a law enforcement officer may take an individual experiencing a mental health crisis into protective custody using that degree of force which would be lawful were the officer effecting an arrest for a misdemeanor without a warrant. In taking the individual into protective custody, a law enforcement officer may take reasonable steps to protect themselves.

In four of the incidents, subjects displayed “Active Resistance” as defined by our policy. The other three incidents rose to the level of subjects using “Active Aggression” against officers.

Outside of officer presence/verbal direction, officers utilized only compliance controls in four incidents, a combination of compliance and physical controls in two instances and a combination of physical controls and intermediate tools in one incident. For the incident where an intermediate tool was used, two Tasers were used with probe deployment eventually obtaining an effective result of neuromuscular incapacitation (NMI).

All incidents where force must be utilized in response to resistance or aggression have the possibility of injury to both the subject and officer(s) involved. Two officers suffered minor injuries in 2024 and both were treated at the scene and released.

Review of Use of Force Incidents

MLEAC requires a meaningful review to be conducted on every use of force incident. The meaningful review is an individualized assessment of the incident that evaluates whether policy was followed, whether discipline is warranted, whether additional training is required, if equipment changes are recommended, and whether a change in policy is recommended. A meaningful review is conducted by an uninvolved supervisor. Each incident is additionally reviewed up the chain of command with the final determination on whether the use of force was justified made by the Director of Public Safety.



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In 2024, HTPD officers arrested 162 subjects for criminal offenses and handled 76 calls to assist individuals that were experiencing a mental health crisis where 51 were taken for voluntary/involuntary commitments. As mentioned, there were 7 use of force incidents during these 238 contacts and none of these instances resulted in a determination that the force used was inappropriate, excessive, or unjustified.

An analysis of the 2024 use of force incidents revealed that in the 3 incidents where officers were subjected to active aggression (assaults), officers were justified in using more force, but deemed it was not necessary. In the last incident, intermediate controls were justified because of the subject's sudden assault on officers, which endangered not only the officers but also innocent bystanders. The review also showed that when appropriate and safe to do so, our officers used good tactics that provided subjects an opportunity to deescalate, which is reflective of the training, professionalism and patience of our officers.

The 7 use of force incidents in 2024 decreased from the previous year's 16 documented use of force incidents. The primary reason for this decrease cannot be pinpointed to one determining factor. Increased training with people suffering a mental health crisis combined with officers' willingness to take the time to talk with individuals, when safe to do so, in an attempt to avoid a physical confrontation.

Active aggression has not been prevalent in previous years and it is unknown if the trend will continue. The active aggression committed against officers in 2024 is solely because of the subject's actions and not because of any change in our officers' tactics. No amount of training can prevent unprovoked attacks, however, our officer's response to these was consistently professional and done according to training provided.

Policy- The year-end analysis did not identify the need for any policy revisions.

Training- A review of the 2024 use of force incidents illustrated the importance of continued training with our partnering law enforcement agencies, this continued training will improve the response and coordination to similar situations. With the addition of more state training funds and additional training requirements, officers are able to take a deeper dive into training subjects to become more effective in those areas.

Equipment- The department continues to explore better mounting solutions for bodycams as they tend to occasionally fall off during active use of force situations.



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Disciplinary/Corrective Action- The year-end analysis did not identify any incidents that required disciplinary/corrective action.

Vehicle Pursuits / Roadblocks and Forcible stopping

Historically, the department has a low number of vehicle pursuits. It is the policy of the department to pursue violators of the law and to use all reasonable means of apprehension to that end.

It is also the policy of the department to protect all persons and property to the greatest extent possible while engaging in the apprehension of criminal suspects. Vehicular pursuits of fleeing suspects are inherently dangerous and pose substantial risk to the public, officers, and suspects.

Therefore, it is the policy of the department to conduct vehicle pursuits using reasonable tactics, in conformity with all current state and federal statutory and case law, to minimize the risks associated with vehicle pursuits.

Analysis of Vehicle Pursuits

MLEAC requires a meaningful review that must be conducted on every vehicle pursuit or when roadblocks or forcible stopping tactics are utilized. Stationary roadblocks are prohibited by department policy. The meaningful review is an individualized assessment of the incident that evaluates whether policy was followed, whether discipline is warranted, whether training is required, if equipment changes are recommended and whether a change in policy is recommended.

A meaningful review is done by an uninvolved supervisor. Each incident is additionally forwarded up the chain of command with the final determination made by the Director of Public Safety.

In 2024, the department participated in 8 vehicle pursuits. One of these pursuits was terminated by the initiating officer and the subjects were not apprehended. The remaining seven pursuits ended with the suspects being apprehended.

In comparison, HTPD participated in three vehicle pursuits in 2023. While there are severable variables that factor into the number of vehicle pursuits that a department gets involved in, it should be noted that the increase in our vehicle pursuits may be the result of the publicity given to the restrictive pursuit policies of other law enforcement agencies outside of Livingston County. This translates into suspects believing that they can flee from officers without being pursued. Additionally, agencies within Livingston County work as a team during most vehicle



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pursuits thus increasing the numbers of pursuits that HTPD gets involved in.

Policy- All 8 pursuits were determined to follow policy.

Training- Stop-Stick® training was conducted in 2024.

Equipment- No issues were identified with equipment.

Discipline/Corrective Action- The year-end analysis did not identify any disciplinary issues or patterns of improper actions during pursuits warranting any corrective action.

Foot Pursuits

The purpose of the foot pursuit policy is to establish a balance between protecting the safety of the public and police officers during police pursuits on foot and law enforcement's duty to enforce the law and apprehend suspects.

Foot pursuits are inherently dangerous police actions. The safety of department members and the public is the primary consideration when determining whether a foot pursuit should be initiated or continued.

HTPD officers did not participated in any foot pursuits during 2024, down from three foot pursuits conducted by HTPD officers in 2023.

Analysis of Foot Pursuits

Policy- No changes in policy have been deemed necessary at this time.

Training- Officers conducted all three pursuits within policy guidelines.

Equipment- No equipment issues were identified during the annual analysis.

Discipline/Corrective Action- No disciplinary issues were identified.



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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



Item 8.

Conclusion

As indicated, this annual report is required by MLEAC for accreditation and is now required by department policy. I feel that this report is extremely beneficial as our department strives to be transparent in our actions not only with the Board but with the community that we serve. Please feel free to contact me any time if you have any questions or want any additional information.

Respectfully,

A handwritten signature in cursive script, appearing to read "Richard Duffany".

Chief Richard Duffany
Director of Public Safety



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TO: Board of Trustees

FROM: Michelle DeLancey, Director of Accounting & HR

DATE: January 30, 2025

AGENDA ITEM TOPIC: Fire apparatus reimbursement resolution

Number of Supporting Documents: **01**

**TOWNSHIP OF HAMBURG
PURCHASE OF FIRE APPARATUS**

Item 9.

At a regular meeting of the Township Board of the Township of Hamburg, Livingston County, Michigan, (the "Township") held at the Hamburg Township Hall Meeting Room on Tuesday, February 4th, 2025, beginning at 2:30 p.m. Eastern Standard Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

REIMBURSEMENT RESOLUTION

WHEREAS, the Township, in coordination with the Fire Department, purchased a 2025 Kenworth T880 Tandem Axel Chassis, 2-door Commercial Cab, 3000-gallon tanker from the Sutphen Corporation through Apollo Fire Apparatus Sales and Service of Romeo, MI through a loan from the Township's General Fund;

WHEREAS, the total cost is \$813,444.11 based on the Township General Fund prepayment in the amount of \$423,668.81; and

WHEREAS, the Fire Fund shall pay for the remaining balance at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions, and

WHEREAS, the Fire Fund shall reimburse the Township's General Fund in the amount of \$423,668.81 through monthly installments of \$11,768.58, beginning July 1, 2025 through June 30, 2028,

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF TRUSTEES OF HAMBURG TOWNSHIP, by a vote of the majority sets the reimbursement terms.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSENT: _____

Resolution _____.

**TOWNSHIP OF HAMBURG
PURCHASE OF FIRE APPARATUS**

CLERK'S CERTIFICATE

The undersigned, being the duly elected Clerk of the Township of Hamburg, Livingston County, Michigan hereby certifies 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 a quorum was present and remained throughout; (2) the original of such resolution is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to an 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
Hamburg Township Clerk



Hamburg Township Public Safety Department

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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



Item 10.

TO: Hamburg Township Board
FROM: Chief Richard Duffany
DATE: January 27, 2025
RE: Agenda Item Topic: **Purchase of Police Vehicles**
 General Ledger #: **207-000.000-981.000**
 Number of Supporting Documents: **1**
NEW/OLD BUSINESS: **XXX** New Business
 _____ Old Business – Previous Agenda #:

Requested Board Action

- Motion to approve the purchase of a two 2023 Dodge Chargers, as outlined in the attached quote, from Montrose Auto Group of Akron, OH at price of \$36,400 per vehicle.

Background Information

The department is scheduled to replace two high-mileage patrol vehicles in fiscal year 25/26. In preparation for the upcoming Budget Strategic Planning session, I had Deputy Director Nisenbaum begin researching the cost and availability of possible new patrol vehicles.

The 3 options for new patrol vehicles would be Dodge Chargers, Dodge Durangos and Ford Explorers. After making inquiries, Deputy Director Nisenbaum reported that currently Dodge doesn't know if or when the Chargers would be available because there is a possibility that Dodge will not offer a Charger with the police package. The other two vehicles, the Durango and Explorer, are expected to cost between \$45,000 and \$50,000 each.

On January 20, 2025, I received an email from Montrose Auto Group of Akron, OH. Montrose Auto Group is a large dealership with 13 locations throughout Ohio and Pennsylvania. The purpose of their email was to notify police agencies that they had several 2023 Dodge Police Chargers available for purchase at \$36,400 each. These vehicles are "new" in that they have never been used and will be sold on a "first come, first serve" basis. Deputy Director Nisenbaum contacted their Fleet Sales Manager who confirmed that these vehicles met the specifications that we were looking for in our patrol vehicles and that they also had these vehicles in the color (silver) that we wanted. Additionally, by purchasing these 2023 models we would realize some savings in the costs of



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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



Item 10.

outfitting as most of the equipment in the two vehicles to be taken out of service could be transferred to the new vehicles.

I respectfully request that the Township Board authorize me to purchase these two vehicles at this time as the Township will realize a significant savings in costs then if we wait until next fiscal year.

Budget Impact

The cost of these new vehicles is not included in the FY 24/25 budget and funds from the department's undesignated reserve funds (Fund 207) will need to be utilized to make the purchase.

Respectfully,

A handwritten signature in cursive script, appearing to read "Richard Duffany".

Chief Richard Duffany
Director of Public Safety



Montrose Ford / CDJR
3960 Medina Rd
Akron, OH 44333

Montrose CDJR
DEALERSHIP NAME

KEN WARE
SALESMAN

PROPOSAL

PURCHASERS NAME **HAMBURG TOWNSHIP** DATE **1/21/2025**
STREET ADDRESS **10409 MERRILL ROAD** PHONE _____
CITY **HAMBURG** COUNTY **LIVINGSTON** STATE **MI** ZIP **48139**

2023	DODGE	CHARGER	POLICE	AWD V6	STOCK NO.
VIN	2C3CDXKG2PH680272		SILVER		5PS137
VIN	2C3CDXKG4PH680273		SILVER		5PS138
VIN					
VIN					
VIN					

ATTN: DARIUSZ NISENBAUM

- VEHICLE DELIVERY REPORT ATTACHED
- CONDITIONAL DELIVERY AGREEMENT ATTACHED
- PAY OFF AUTHORIZATION ATTACHED
- USED VEHICLE LIMITED WARRANTY ATTACHED
- JURY WAIVER ATTACHED

I AGREE THAT ANY DISPUTE ARISING FROM THIS TRANSACTION SHALL BE SUBJECT TO ARBITRATION AND I HAVE EXECUTED A DETAILED ARBITRATION AGREEMENT WHICH IS FULLY INCORPORATED HEREIN.

X

DEPOSIT RECEIPT:	NEGATIVE EQUITY:
Dealer hereby acknowledges receipt of the sum of \$ _____ as a Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit/Partial Payment IS or IS NOT refundable, subject to the conditions provided.	I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that the cash price of the vehicle be increased by \$ _____ to cover negative equity from my trade-in/the amount owed on my lease turn-in. X _____

VEHICLE PRICE (2 @ \$36,400.00 EACH)	\$ 72,800.00
ADDITIONAL EQUIPMENT	\$ -
DELIVERY (NOT NEEDED)	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
SALES TAX	0.00% \$ -
TITLE	\$ -
TEMP TAGS	\$ -
PLUS PAYOFF ON TRADE	\$ -
TOTAL DUE	\$ 72,800.00
LESS INITIAL PYMT/CASH DOWN	\$ -
REBATES/FACTORY INCENTIVES	\$ -
BALANCE DUE	\$ 72,800.00

TRADE-IN DESCRIPTION:

YEAR	MAKE	MODEL
BODY STYLE	MILEAGE	NEW STOCK #
VIN#		
PAYOFF	TRADE ALLOWANCE	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRACTICO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed, all disclosures required by Revised Regulation Z, Truth-In-Lending Simplification Act, will be made by the lending institution (creditor) to the purchaser who is to be contractually obligated on this credit transaction. If the purchase of the motor vehicle described herein is to be financed, the Annual Percentage Rate (APR) may be negotiated with the dealership and the dealership may receive a fee, commission, or other compensation for providing, procuring, or arranging financing. This document and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this agreement.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND CREDIT IS APPROVED IF APPLICABLE BY A FINANCIAL INSTITUTION

PURCHASER _____ DATE _____
CO PURCHASER _____ DATE _____
ACCEPTED BY _____ **KEN WARE - FLEET ACCT MGR.**
(DEALER) NAME AND TITLE



Hamburg Township Public Safety Department



Item 11.

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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY

TO: Hamburg Township Board
FROM: Chief Richard Duffany
DATE: January 27, 2025
RE: Agenda Item Topic: **Conditional Offer of Employment – Fire**
General Ledger #: N/A
Number of Supporting Documents: N/A
NEW/OLD BUSINESS: **XXX** New Business

Requested Action

- Motion to extend a conditional offer of employment to Lawrence Ward for the position of part-time Apprentice Firefighter/EMT pending successful completion of all pre-employment requirements (medical examination, psychological examination and drug screening).

Background

The department has an ongoing hiring campaign for the position of part-time Apprentice Firefighter/EMT. Lawrence Ward of Hamburg Township has successfully completed the initial application/hiring process and background check. As such, a conditional offer of employment is needed to move him forward in the process which includes a medical examination, psychological examination, and drug screening. Mr. Ward has already completed Firefighter I & II.

Budget Impact

There is no adverse impact to the FY 24/25 budget as this part-time position is included in the approved budget.

Respectfully,

Chief Richard Duffany
Director of Public Safety

TO: Hamburg Township Board of Trustees

FROM: Deby Henneman, Township Coordinator

DATE: January 29, 2025

AGENDA ITEM TOPIC: Park Use Application – Jogging For Jakey 5K – Event

Number of Supporting Documents: **1 Park Use Application**

Requested Action

To approve the application, submitted by Courtney Smotherman dated 1/23/25, as provided for the 2025 Jogging for Jakey 5K, contingent on all requested information being provided to the Clerk’s Department to their satisfaction, that the established Park Use fee be waived due to the nature of the event, and that public safety be made aware of the event.

Background

Applicant is requesting use of Manly Bennett Park West Pavilion and access to the Lakelands Trail to hold a 5K Race on August 23, 2025. She is requesting limited use of the Lakelands Trail for this event, and the route will circle back to the staging area at the Manly Bennett Park West. This event is in memory of Jakey Smotherman and all proceeds will be donated to charity. Last year the charity was Hamburg Township, for the Bennett Park & Water Trail Access Improvements Project. The event donated \$3,000 to contribute toward ADA features in the planned playground improvements in West Park. This event has been hosted in our park since 2019.

This application contemplates no use of the concession stand, and outside vendors, if any, must be approved by way of a Tent Permit Application and Fire Inspection. This event does not prohibit use of the soccer fields or Lakelands Trail, and number of participants is low so no public safety will be required.

Parks and Recreation Committee recommended this use at their January 28, 2025 meeting. Due to the size of the event, no recommendation is required from Public Safety.



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

Memorandum

Date: January 23, 2025

To: Parks & Recreation Committee

From: Deby Henneman, Parks Coordinator

Re: Jogging for Jakey 5K 2025 – Park Use Application
5K Race on Lakelands Trail, and staged at West Park Pavilion

We are in receipt of a Park Use Application from Courtney Smotherman who is requesting access to the Lakelands Trail to hold a 5K Race on August 23, 2025. She is requesting limited use of the Lakelands Trail for this event, and the route will circle back to the staging area in West Park (Concession Stand pavilion). This event is in memory of Jakey Smotherman and all proceeds will be donated to charity. Blackout for this event will not be necessary as the parklands will still be open to use by others.

Should the Parks Committee recommend approval of the application as submitted, it should be based on the application from the Courtney Smotherman dated 1/23/25, with the contingency that a Certificate of Insurance (or copy of Homeowners Insurance) be provided naming Hamburg Township as Additional Insured, that public safety be made aware of the event and that all requested information be provided to the Clerk's Department to their satisfaction.

Waiver of the established Park Use fee due to the nature of the event has been made in the past, and is requested as a consideration for this year's event as well. This approval should also include directional and/or safety signage in support of the event.



P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157
(810) 231-1000 Office X-218
(810) 231-4295 Fax

Hamburg Township Manly Bennett Park Park Use Application

And Release of Liability & Indemnification Agreement

(Application must be submitted 60 days before requested use)

Applicant Information:

Event Sponsor (or name if family or individual use): Courtney Smotherman

Name of Event: Jogging for Jakey

Type of Event: 5 K race Park Use Category #: 4 - Event Use

Applicant Name: Courtney Smotherman

Date(s) of Event: 8/23/25 Time(s) of Event: 930 AM *scheduled 7:30-1*

Applicant Address: 8182 Alyssa Drive Suite or Apt #: _____

Applicant City: Brighton State: MI Zip: 48116

Contact Person (present during use): Courtney Smotherman

Contact's Affiliation with Applicant: Applicant

Contact's Phone: 810-360-5067 Contact's E-Mail: courtney.smotherman@hotmail.com

Event Co-applicant, if any: Brenden Smotherman

All Co-applicants must also sign all applications and waivers.
Co-applicant relationship to Applicant: Husband

Co-applicant's phone: 248-459-8481

Insurance Information:

Insurance Carrier: *We will send insurance policy closer to the event *TB provided*

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy.

Policy #: _____ Expiration Date: _____

Limit of General Liability: _____ Occurrence _____ Aggregate _____

Umbrella Coverage Limit (if any): _____ Occurrence _____ Aggregate _____

Event Description: *(any information that doesn't pertain to your event please indicate not applicable)*

Please describe the event you propose to host: _____

This event is our annual Jogging for Jakey 5k. This is a 5k race hosted in memory of our brother Jakey.

All of the proceeds will be given to a charity (this year we have not picked out the charity yet)

Total Number of participants spectators guests anticipated during event: 50-70

Average of participants spectators guests anticipated at any given time: 50-70

Site of Proposed Event: include all areas of the parklands that will be used: _____

The site will be the same site as last year (The Manly Bennett West Park table/set up around the building)

The race will not cross any major roads.

Include site plan drawing reflecting all areas of the Township Park and recreational facilities the event will effect

Will there be camping and trailer facilities? If so, are overnight stays anticipated: No

Number of Volunteers: 3 Are Volunteers trained?: No

Please attach copy of Volunteer Handbook if applicable

Will tents be used?: yes If so, please indicate locations: _____

Possibly a small tent by the check in area

Under no circumstances are tent stakes to be driven into asphalt surfaces. Tent locations must be pre-approved.

Will admission be charged? If so, how much: \$35

Parking fee charged? If so, how much: No Valet service available? No

Will Food/Beverages be served? If so, types of food and name of persons serving: _____

There will be pre-packaged post race snacks (water, bananas, granola bars, etc)

For anything other than pre-packaged foods, Concession Application, Health Department License and Products Liability coverage is required.

Will there be Fireworks or any other pyrotechnic display? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be any animals present? If so, describe: No

Pets are not allowed in Parkland during events. Service Dogs are allowed with proper certification.

Will there be Amusement rides or games? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be a need for vehicles to be used on Township grounds? If so, describe: No

Personal vehicles require proof of Auto Liability based on the description of use and areas needing to be accessed during event

Will there be a need for Emergency Responders over and above what is included in the Public Safety Fee? If so, describe: No

Hamburg Township reserves the right to require private security and/or emergency responders be present during any event.

Specific services required from the Township, if any: _____
None

Other information regarding your event that you feel may be helpful: _____

Organized Sports and/or Sporting Events:

Please indicate type of sports event: Regular Season (Games/Practices) Sports Tournament Other

If Tournament or other event, complete Event Description on Page 2 and provide additional details, if any:

Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or to answer questions. If the Park Use Application is received less than 60 days prior to the requested event date, the Parks & recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board.

The undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Hamburg Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition.

Personal Property Damage Claims The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

Initials: CS

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance³ with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

Initials: CS

Applicant's Signature: Courtney Smotherman Date: 1-23-25

Co-applicant's Signature: Brenden Smotherman Date: 1-23-25

Parks Coordinator: [Signature] Date: 1/23/25

For office use only

Comments: _____

Meeting Approval Dates: _____ Parks & Recreation _____ Public Safety _____ Township Board

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____



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

01/30/25

To: Hamburg Township Board
From: Tony Randazzo
Re: Waste Management Contracts

We currently use Waste Management for trash removal at all of our buildings. A few months ago, I disputed some overage charges with them that I felt were unfair. I even obtained quotes from a competitor with the intention to switch companies over the matter. However, after multiple rounds of back-and-forth negotiations, Waste Management has agreed to lower our monthly bill from \$1,173.00 to \$754.24 per month with a new three-year contract. There will be a 10% escalator after each year, but even after that we will see substantial savings compared to what we're paying now. I ask that the Board approve the three-year contract with Waste Management for our seven locations as presented.

Item 13.



Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018982005
8-25384-22372
HAMBURG TOWNSHIP
MANLY BENNETT PARK -
EAST
Dajuan Busby
2/1/2025

Service Agreement

Non-Hazardous Waste Service Summary

Service Information			
Name	HAMBURG TOWNSHIP MANLY BENNETT PARK - EAST	Contact	TONY RANDAZZO
Address	10559 MERRILL RD	Telephone #	8102311000
City State Zip	HAMBURG, MI 48189-9745	Fax #	
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information			
Name	HAMBURG TOWNSHIP MUNICIPAL FAC	Contact	TONY RANDAZZO
Address	PO BOX 157	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139-0157	Fax #	
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

PO#

Service Description & Recurring Rates					
Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	1xPer Week		\$ 124.00
				Energy Surcharge	\$ 0.00

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Current rate for Extra Pickup: \$ 215.60 Current Energy Surcharge 0.00% **MONTHLY TOTAL : \$ 124.00 ***

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 0.00*
MONTHLY GRAND TOTAL	\$ 124.00*

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments. This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: TONY RANDAZZO Printed Name Title Date

Company Waste Management of Michigan, Inc. Printed Name Waste Management Sales Rep. Title Date

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the “Service Summary”), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the “Services”) all of Customer’s Waste Materials at Customer’s Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the “Agreement”). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer’s new service location(s) if such location(s) is within Company’s service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only “Waste Materials” as defined herein. For purposes of this Agreement, “Waste Materials” means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer’s Service Address(es). Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl (“PCB”) wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer’s Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer’s Waste Materials is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the “Contract Term”) is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer’s obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer’s breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer’s service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer (“Charges”) for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of “Additional Services”), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer’s failure to object to such changes, which shall be deemed to be Customer’s affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS.** Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer’s service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index (“CPI”) for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer’s last CPI based price increase date (“PI Date”). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company’s operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company’s costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a “Consensual Price Increase”). If Customer does not accept the Consensual Price Increase, Customer’s sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer’s failure to terminate this Agreement (within the 30-day period) shall be construed as Customer’s acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer’s Charges (a “Negotiated Price Adjustment”) as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer’s agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer’s billing address specified in the Service Summary, or if the Customer elects to participate in the Company’s electronic billing program, make them available by email to Customer’s designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer’s or any third-party billing portal or program. In no event shall the use by Company of Customer’s or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company’s payment address on Customer’s invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer’s behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer’s service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company’s equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer’s failure to provide access. Customer warrants that Customer’s property is sufficient to bear the weight of Company’s equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: E4431AD5-2FE6-4AFD-852C-632FC3E4137D	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/23/2025 7:15:47 AM	dbusby@wm.com	

Signer Events	Signature	Timestamp
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TONY RANDAZZO	Sent: 1/23/2025 7:15:49 AM
trandazzo@hamburg.mi.us	Viewed: 1/23/2025 7:17:38 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
dbusby@wm.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/23/2025 7:15:49 AM
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Payment Events	Status	Timestamps
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Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018982025
8-25384-52375
HAMBURG TOWNSHIP
POLICE DEPARTMENT
Dajuan Busby
2/1/2025
03/21/2024

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	HAMBURG TOWNSHIP POLICE DEPARTMENT	Contact	TONY RANDAZZO
Address	10409 MERRILL RD	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139	Fax #	
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information

Name	HAMBURG TOWNSHIP MUNICIPAL FAC	Contact	TONY RANDAZZO
Address	PO BOX 157	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139-0157	Fax #	
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	1xPer Week		\$ 117.86
				Energy Surcharge	\$ 0.00

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Current rate for Extra Pickup: \$ 260.00	Current Energy Surcharge 0.00%	MONTHLY TOTAL :	\$ 117.86 *
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Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 8.50 *
MONTHLY GRAND TOTAL	\$ 126.36 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: **TONY RANDAZZO** Printed Name Title Date

Company Waste Management of Michigan, Inc. Printed Name Title Date
 Waste Management Sales Rep.

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: 814ABE92-F13E-4239-9F8F-B1F179FE4ADB	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/23/2025 7:18:21 AM	dbusby@wm.com	

Signer Events

Signature	Timestamp
TONY RANDAZZO	Sent: 1/23/2025 7:18:23 AM
trandazzo@hamburg.mi.us	Viewed: 1/23/2025 7:25:53 AM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
dbusby@wm.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 1/23/2025 7:18:23 AM

Payment Events

Status	Timestamps
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Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018982103
 8-25434-42378
 HAMBURG TOWNSHIP
 SENIOR COMMUNITY
 CENTER
 Dajuan Busby
 2/1/2025

Service Agreement

Non-Hazardous Waste Service Summary

Service Information			
Name	HAMBURG TOWNSHIP SENIOR COMMUNITY CENTER 10407 MERRILL RD	Contact	TONY RANDAZZO
Address		Telephone #	810-231-1000
City State Zip	HAMBURG, MI 48139	Fax #	
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information			
Name	HAMBURG TOWNSHIP MUNICIPAL FAC PO BOX 157	Contact	TONY RANDAZZO
Address		Telephone #	810-231-1000
City State Zip	HAMBURG, MI 48139-0157	Fax #	
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

PO#

Service Description & Recurring Rates					
Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	1xPer Week		\$ 124.00
				Energy Surcharge	\$ 0.00
Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term					
Current rate for Extra Pickup: \$ 310.00		Current Energy Surcharge 0.00%		MONTHLY TOTAL : \$ 124.00 *	

Customer's Waste Materials not to exceed an average weight of lbs./yard.

Administrative Charge	\$ 0.00 *
MONTHLY GRAND TOTAL	\$ 124.00 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments. This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: _____ Printed Name: TONY RANDAZZO Title: _____ Date: _____

Company Waste Management of Michigan, Inc. Printed Name: _____ Title: Waste Management Sales Rep. Date: _____

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedicinal, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: 60C8C004-B8E0-45A5-A3E7-90DFCFF7B69E	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/23/2025 7:20:52 AM	dbusby@wm.com	

Signer Events

<p>TONY RANDAZZO</p> <p>trandazzo@hamburg.mi.us</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signature</p> <p>Timestamp</p> <p>Sent: 1/23/2025 7:20:54 AM</p> <p>Viewed: 1/23/2025 7:26:19 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
dbusby@wm.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent	Hashed/Encrypted	1/23/2025 7:20:54 AM
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Payment Events



Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018981946
8-25383-52376
HAMBURG TOWNSHIP FIRE
STATION
Dajuan Busby
2/1/2025
04/26/2024

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	HAMBURG TOWNSHIP FIRE STATION	Contact	TONY RANDAZZO
Address	3666 M-36 E	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139	Fax #	
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information

Name	HAMBURG TOWNSHIP MUNICIPAL FAC	Contact	TONY RANDAZZO
Address	PO BOX 157	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139-0157	Fax #	
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	1xPer Week	Energy Surcharge	\$ 106.00 \$ 0.00

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Current rate for Extra Pickup: \$ 260.00	Current Energy Surcharge 0.00%	MONTHLY TOTAL :	\$ 106.00 *
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Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 0.00 *
MONTHLY GRAND TOTAL	\$ 106.00 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: **TONY RANDAZZO** Printed Name Title Date

Company Waste Management of Michigan, Inc. Printed Name Title: Waste Management Sales Rep. Date

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the “Service Summary”), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the “Services”) all of Customer’s Waste Materials at Customer’s Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the “Agreement”). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer’s new service location(s) if such location(s) is within Company’s service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only “Waste Materials” as defined herein. For purposes of this Agreement, “Waste Materials” means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer’s Service Address(es). Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl (“PCB”) wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedicinal, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer’s Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer’s Waste Materials is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the “Contract Term”) is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer’s obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer’s breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer’s service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer (“Charges”) for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of “Additional Services”), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer’s failure to object to such changes, which shall be deemed to be Customer’s affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer’s service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index (“CPI”) for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer’s last CPI based price increase date (“PI Date”). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company’s operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company’s costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a “Consensual Price Increase”). If Customer does not accept the Consensual Price Increase, Customer’s sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer’s failure to terminate this Agreement (within the 30-day period) shall be construed as Customer’s acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer’s Charges (a “Negotiated Price Adjustment”) as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer’s agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer’s billing address specified in the Service Summary, or if the Customer elects to participate in the Company’s electronic billing program, make them available by email to Customer’s designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer’s or any third-party billing portal or program. In no event shall the use by Company of Customer’s or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company’s payment address on Customer’s invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer’s behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer’s service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company’s equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer’s failure to provide access. Customer warrants that Customer’s property is sufficient to bear the weight of Company’s equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include sepa

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: B192A921-E0C1-4756-AF0B-7A7701E5AAC3	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/23/2025 7:12:59 AM	dbusby@wm.com	

Signer Events

<p>TONY RANDAZZO</p> <p>trandazzo@hamburg.mi.us</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signature</p> <p>Timestamp</p> <p>Sent: 1/23/2025 7:13:02 AM</p> <p>Viewed: 1/23/2025 7:16:00 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
dbusby@wm.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 1/23/2025 7:13:02 AM

Payment Events

Status	Timestamps
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Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018982171
8-25436-92375
HAMBURG TOWNSHIP
STATION # 12
Dajuan Busby
2/1/2025

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	HAMBURG TOWNSHIP STATION # 12	Contact	TONY RANDAZZO
Address	10100 VETERANS MEMORIAL DR	Telephone #	8102311000
City State Zip	HAMBURG, MI 48189-0679	Fax #	
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information

Name	HAMBURG TOWNSHIP MUNICIPAL FAC	Contact	TONY RANDAZZO
Address	PO BOX 157	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139-0157	Fax #	
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	1xPer Week	Energy Surcharge	\$ 12.69
				Base Rate	\$ 93.31

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Current rate for Extra Pickup: \$ 270.00

Current Energy Surcharge 13.60%

MONTHLY TOTAL : \$ 106.00*

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 0.00*
MONTHLY GRAND TOTAL	\$ 106.00*

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: TONY RANDAZZO
 Printed Name: TONY RANDAZZO
 Title: _____
 Date: _____

Company Waste Management of Michigan, Inc.
 Printed Name: _____
 Title: Waste Management Sales Rep.
 Date: _____

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedicine, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: 048F9FEA-E33F-4F97-AA6C-A2F2C5116E58	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/29/2025 8:04:29 AM	dbusby@wm.com	

Signer Events

TONY RANDAZZO trandazzo@hamburg.mi.us Security Level: Email, Account Authentication (None)	Signature Sent: 1/29/2025 8:04:32 AM Viewed: 1/29/2025 1:49:10 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
 dbusby@wm.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Payment Events

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 8:04:32 AM
Payment Events	Status	Timestamps



Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018982202
8-25440-42370
HAMBURG TOWNSHIP
TOWNSHIP HALL
Dajuan Busby
2/1/2025

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name	HAMBURG TOWNSHIP TOWNSHIP HALL	Contact	TONY RANDAZOO
Address	10405 MERRILL RD	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139	Fax #	
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information

Name	HAMBURG TOWNSHIP MUNICIPAL FAC	Contact	TONY RANDAZOO
Address	PO BOX 157	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139-0157	Fax #	
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL	MSW Commercial	1xPer Week	Energy Surcharge	\$ 0.00
				Base Rate	\$ 83.94

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Current rate for Extra Pickup: \$ 230.00 Current Energy Surcharge 0.00% **MONTHLY TOTAL : \$ 83.94 ***

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 0.00 *
MONTHLY GRAND TOTAL	\$ 83.94 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: **RENEE HUNSINGER** Printed Name Title Date

Company Waste Management of Michigan, Inc. Printed Name Waste Management Sales Rep. Title Date

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the “Service Summary”), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the “Services”) all of Customer’s Waste Materials at Customer’s Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the “Agreement”). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer’s new service location(s) if such location(s) is within Company’s service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only “Waste Materials” as defined herein. For purposes of this Agreement, “Waste Materials” means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer’s Service Address(es). Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl (“PCB”) wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer’s Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer’s Waste Materials is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the “Contract Term”) is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer’s obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer’s breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer’s service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer (“Charges”) for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of “Additional Services”), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer’s failure to object to such changes, which shall be deemed to be Customer’s affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS.** Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer’s service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index (“CPI”) for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer’s last CPI based price increase date (“PI Date”). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company’s operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company’s costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a “Consensual Price Increase”). If Customer does not accept the Consensual Price Increase, Customer’s sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer’s failure to terminate this Agreement (within the 30-day period) shall be construed as Customer’s acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer’s Charges (a “Negotiated Price Adjustment”) as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer’s agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer’s billing address specified in the Service Summary, or if the Customer elects to participate in the Company’s electronic billing program, make them available by email to Customer’s designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer’s or any third-party billing portal or program. In no event shall the use by Company of Customer’s or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company’s payment address on Customer’s invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer’s behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer’s service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company’s equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer’s failure to provide access. Customer warrants that Customer’s property is sufficient to bear the weight of Company’s equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: B39008F3-E4AD-4D3C-9E22-BEB4746600AA	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/23/2025 7:27:54 AM	dbusby@wm.com	

Signer Events

RENEE HUNSINGER	Signature
trandazzo@hamburg.mi.us	Timestamp
Security Level: Email, Account Authentication (None)	Sent: 1/23/2025 7:27:56 AM
	Viewed: 1/23/2025 7:57:09 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
dbusby@wm.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent	Hashed/Encrypted	1/23/2025 7:27:56 AM
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Payment Events



Waste Management of Michigan, Inc.
 41100 Plymouth Rd Ste 170
 Plymouth, MI, 48170
 (866) 797-9018

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0018982060
 8-25385-12373
 HAMBURG TOWNSHIP
 WASTE WATER TREATMENT
 PLANT
 Dajuan Busby
 2/1/2025

Service Agreement

Non-Hazardous Waste Service Summary

Service Information			
Name	HAMBURG TOWNSHIP WASTE WATER TREATMENT PLANT	Contact	TONY RANDAZZO
Address	6400 M-36 E	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139	Fax #	8102314295
County/Parish	LIVINGSTON	Email	trandazzo@hamburg.mi.us

Billing Information			
Name	HAMBURG TOWNSHIP MUNICIPAL FAC	Contact	TONY RANDAZZO
Address	PO BOX 157	Telephone #	8102311000
City State Zip	HAMBURG, MI 48139-0157	Fax #	8102314295
County/Parish	Livingston	Email	trandazzo@hamburg.mi.us

Customer Comments:

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	4 Yard FEL	MSW Commercial	1xPer Week		\$ 83.94
				Energy Surcharge	\$ 0.00

Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Base Rate (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Current rate for Extra Pickup: \$ 230.00 Current Energy Surcharge 0.00% **MONTHLY TOTAL : \$ 83.94 ***

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge	\$ 0.00 *
MONTHLY GRAND TOTAL	\$ 83.94 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature: TONY RANDAZZO Printed Name Title Date

Company Waste Management of Michigan, Inc. Printed Name Waste Management Sales Rep. Title Date

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service address in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include separate

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculated in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

In Process

Certificate Of Completion

Envelope Id: C1EC8CCE-4913-4AC1-8865-755489365B30	Status: Sent
Subject: Document for your Electronic Signature from Waste Management	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dajuan Busby
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4745
	Portland , OR 97208-4745
	dbusby@wm.com
	IP Address: 13.110.74.8

Record Tracking

Status: Original	Holder: Dajuan Busby	Location: DocuSign
1/23/2025 7:33:10 AM	dbusby@wm.com	

Signer Events	Signature	Timestamp
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TONY RANDAZZO	Sent: 1/23/2025 7:33:12 AM
trandazzo@hamburg.mi.us	Viewed: 1/23/2025 7:57:39 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dajuan Busby
dbusby@wm.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/23/2025 7:33:12 AM
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Payment Events	Status	Timestamps
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Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Joanna Hardesty, Patricia Hughes, Chuck Menzies, Nick Miller

To: Township Board of Trustees
From: David Rohr
Date: February 4, 2025
RE: Zoning Ordinance Text Amendment (PZTA24-0004)

HISTORY:

Zoning Text Amendment to amend Zoning Ordinance **Article XIII, Section 36-482, Sign Regulation Enforcement.**

The Hamburg Township Planning Commission recommended amendments to the Zoning Ordinance **Article XIII, Section 36-482, Sign Regulation Enforcement** based on the recommendation of the Parks and Recreation Board (See attached).

RECOMMENDATION:

Staff suggests that the Township Board discuss and review amendments to Zoning Ordinance **Article XIII, Section 36-482, Sign Regulation Enforcement.** If the Board should decide, a resolution may be made to pass the proposed text amendments. The Hamburg Township Board of Trustees approved at their December 17, 2024, meeting. This reapproval follows the new proposed Ordinance codification procedure.

Example Approval Motion

Ordinance to amend Hamburg Township Zoning Ordinance attached.

STATE OF MICHIGAN
COUNTY OF LIVINSTON
HAMBURG TOWNSHIP
ORDINANCE NO. 2025.Z.001

**AN ORDINANCE TO AMEND CHAPTER 36,
 ARTICLE XIII, SECTION 36-482, OF THE
 HAMBURG TOWNSHIP ZONING
 ORDINANCE**

Hamburg Township Ordains:

Sec. 36-482. Sign regulation enforcement.

- (a) *Signs on private property.* Signs in violation of the regulations will be enforced by the zoning administrator or designee utilizing Ordinance No. 71-A the civil infraction ordinance.
- (b) *Signs within the public or private right-of-way or on public land.* Signs in violation of the regulations will be removed by the zoning administrator or designee.
 - (1) First violation: Will be removed and held for ten days at the Township offices, after which the signs will be discarded.
 - (2) Second violation: The signs will be removed and will be discarded without a holding period.
 - (3) Signs in continual violation of the regulations may be enforced by the Code Enforcement Officer, Zoning Administrator, or designee, utilizing Chapter 1, Article II, Section 1-45 – Sanctions for violations, in the Hamburg Township Code of Ordinances.
 - (4) Signs will be considered in the public right-of-way if they are within ten feet of a public street or if they are in violation of section 36-228.
 - (5) For purposes of assessing fines and penalties only, a violation under this section shall be classified a Class E municipal civil infraction.
 - (6) Signs for Park/Trail related events must be approved through the Park Use Application process.

(Zoning Ord. 2020, § 18.14, 1-5-2021)

Effective Date: Publication. The provisions of this ordinance shall become effective fifteen (15) days after its adoption and shall be published within 15 days of its adoption by publication of a brief notice in a newspaper circulated in the Township, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this ordinance and such other facts as the Clerk shall deem pertinent and that a copy of the ordinance is available for public use and inspection at the office of the Clerk.

Made, Passed and Adopted by the Hamburg Township Board of Trustees this ____ day of _____, 20__.

Pat Hohl, Supervisor

Michael Dolan, Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the Hamburg Township Board of Trustees held on the ____ day of _____, 20__.

Michael Dolan, Clerk

Adopted:

Published:

Effective:

Sec. 36-482. Sign regulation enforcement.

- (a) *Signs on private property.* Signs in violation of the regulations will be enforced by the zoning administrator or designee utilizing Ordinance No. 71-A the civil infraction ordinance.
- (b) *Signs within the public or private right-of-way or on public land.* Signs in violation of the regulations will be removed by the zoning administrator or designee.
 - (1) First violation: Will be removed and held for ten days at the Township offices, after which the signs will be discarded.
 - (2) Second violation: The signs will be removed and will be discarded without a holding period.
 - (3) Signs in continual violation of the regulations may be enforced by the Code Enforcement Officer, zoning administrator Zoning Administrator, or designee, utilizing Ordinance No. 71-A Chapter 1, Article II, Section 1-45 – Sanctions for violations, in the Hamburg Township civil infractions Code of Ordinances. ordinance.
 - (4) Signs will be considered in the public right-of-way if they are within ten feet of a public street or if they are in violation of section 36-228.
 - (5) For purposes of assessing fines and penalties only, a violation under this section shall be classified a Class E municipal civil infraction.
 - (6) Signs for Park/Trail related events must be approved through the Park Use Application process.

(Zoning Ord. 2020, § 18.14, 1-5-2021)

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Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Joanna Hardesty, Patricia Hughes, Chuck Menzies, Nick Miller

To: Township Board of Trustees
From: David Rohr
Date: February 4, 2025
RE: Zoning Ordinance Text Amendment (PZTA24-0005)

HISTORY:

Zoning Text Amendment to repeal Zoning Ordinance **Chapter 36, Article XII, Section 36-434-438, Cottage Housing Planned Unit Development (CHPUD)**.

The Hamburg Township Planning Commission recommended the repeal of Zoning Ordinance **Section 36-434-438** at their October 16, 2024, meeting. The Newley amended *PZTA24-0002 Cottage Housing Opportunity Planned Unit Development (CHOPUD)* will function as the only cottage planned unit development in the Township. The Hamburg Township Board of Trustees approved at their December 17, 2024, meeting. This reapproval follows the new proposed Ordinance codification procedure.

RECOMMENDATION:

Staff suggests that the Township Board discuss and review the recommended repeal of Zoning Ordinance **Chapter 36, Article XII, Section 36-434-438, Cottage Housing Planned Unit Development (CHPUD)**. If the Board should decide, a resolution may be made to pass the proposed zoning text amendment.

Example Approval Motion

Ordinance to amend Hamburg Township Zoning Ordinance attached.

STATE OF MICHIGAN
COUNTY OF LIVINSTON
HAMBURG TOWNSHIP
ORDINANCE NO. 2025.Z.002

AN ORDINANCE TO REPEAL CHAPTER 36,
ARTICLE XII, SECTION(S) 36-434-438 OF
THE HAMBURG TOWNSHIP ZONING
ORDINANCE

Hamburg Township Ordains:

~~Sec. 36-434. Cottage housing planned unit development (CHPUD); intent.~~

- ~~(a) It is the intent of this section and sections 36-435 to 36-438 to offer an alternative to traditional single family detached and attached housing developments through the use of planned unit development legislation as authorized by the Michigan Zoning Enabling Act, Public Act No. 110 of 2006, as amended for the purpose of:~~
- ~~(1) Encouraging the construction of more affordable single family residential detached or attached dwelling units which utilizing public sewer and public water systems;~~
 - ~~(2) Facilitating the construction of affordable single family residential detached or attached housing units on a smaller scale than conventional multifamily developments to accommodate higher density and lower cost dwelling units;~~
 - ~~(3) Offering an alternative to multifamily residential developments in order to provide affordable housing for persons in a small scale, less dense neighborhood setting;~~
 - ~~(4) Preserving the rural character and appearance of the Township through the construction of small scale environmentally sensitive developments on sites within the village center master plan area.~~
 - ~~(5) Encouraging the clustering of detached or attached single family dwelling units to promote the safety and security of the residents.~~
- ~~(b) These regulations are intended to preserve a traditional rural character to the land use pattern in the Township through the creation of small residential nodes contrasting with open space and less intensive land uses. This section is not intended as a device for circumventing the zoning regulations of the Township, the standards set forth therein, nor the planning concepts upon which this chapter has been based.~~
- ~~(c) These regulations are intended to result in a specific development substantially consistent with zoning ordinance standards yet allow for modifications from the general standards.~~

~~(Zoning Ord. 2020, § 14.3.1, 1-5-2021)~~

~~Sec. 36-435. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

CHPUD means a housing development which meets the unique needs of the residents through the provision of significant facilities and services specifically designed to meet the physical or social needs of such residents.

CHPUD lot means land occupied or to be occupied by CHPUD units and accessory buildings permitted herein, together with such open spaces as are required under this chapter and having its principal frontage upon a street.

CHPUD unit means a single family residential dwelling unit with full facilities for residential self sufficiency. (Zoning Ord. 2020, § 14.3.2, 1-5-2021)

Sec. 36-436. Zoning.

A CHPUD may be located in the following zoning districts: RB, VC and VR. (Zoning Ord. 2020, § 14.3.3, 1-5-2021)

Sec. 36-437. Development design standards.

CHPUD housing shall meet the following criteria:

- (1) ~~Public sewer and public water.~~ Public sewer and public water shall be provided.
- (2) ~~CHPUD size.~~ No fewer than four CHPUD units nor more than 20 CHPUD units shall be permitted per lot.
- (3) ~~Acreage and density requirements.~~ A CHPUD development may be approved upon any residentially zoned land with density as permitted below:

<i>District</i>	<i>Minimum Acreage</i>	<i>Minimum Density per CHPUD Unit</i>
RB	1 acre	7,500 square feet
VC	1 acre	4,100 square feet
VR	1 acre	5,450 square feet

(4) ~~Unified control.~~ The CHPUD shall be initially under single ownership or control, so there is a single person, entity or condominium having proprietary responsibility for the development of the CHPUD as evidenced by a title company licensed to do business in the state. In the event, all or any portion of the development changes ownership or control prior to completion of the project, the terms and conditions of this planned unit development shall be binding on any successor owner of all or any portion of the property.

(5) ~~Guarantee of open/common space.~~ At least 50 percent of the total site area shall be preserved as open space. This open space shall be held in common ownership by all residents of the CHPUD. This open space shall be utilized for recreation facilities such as lawns, gardens, plazas, common use buildings, pool areas, picnic areas, walking trails or other open space uses which provide residents the opportunity to enjoy the features of the site. The open space shall be configured to be integrated with the individual units and maximize the proximity of each housing unit to natural open space. The principle common open space area shall be centralized to the project and at least 50 percent of the CHPUD units shall have their main entries on the centralized common space area. A guarantee to the satisfaction of the Township Planning Commission that all open/common space portions of the development will be maintained in the manner approved shall be provided. Documents shall be presented that bind all successors and future owners in fee title to commitments made as a part of the proposal. This provision shall not prohibit a transfer of ownership or control, provided notice of such transfer is provided to the Township and the land uses continue as approved in the CHPUD plan.

(6) *Area, height, bulk and layout regulations.*

Maximum CHPUD unit floor area:	1,200 square feet
Maximum building height:	2 stories
Distance between walls of buildings:	10 feet
Basement:	Optional
Shed:	Optional
Garage:	Optional
Covered parking:	Optional
Minimum setbacks*:	15 feet from street or private road right-of-way, 10 feet from side and rear lot lines, 5 feet from common access drives
Common access drives:	4 feet from all lot lines

*The setbacks are from the overall CHPUD lot.

- (7) *Attached units.* No more than four units shall be attached in a single structure.
- (8) *Garages/carports.* If provided, garages can be attached or detached from the main structure. Garages may be linked so as to have common walls. Garages/carports may be on common owned property.
- (9) *Porches.* Each CHPUD unit shall have a front porch that is a minimum of six feet deep and 50 percent of the front elevation.
- (10) *Private outdoor space.* Each unit shall have no more than 2,000 square feet of private outdoor space. This space shall include any private outdoor parking areas, open porches, and yard space that is not open for common use.
- (11) *Common area.* Each CHPUD shall have a common area containing at least one common use structure such as a pool house, clubhouse, gazebo, deck, patio or terrace that shall be covered with a roof, of similar architectural style and design as the CHPUD units located on the lot, and a minimum of 100 square feet. Common use structures can be counted towards the common open space area.
- (12) *Storage sheds.* Any storage sheds shall be so designed as to have the same roof pitch and architectural style as the CHPUD units in the development. Storage sheds may be linked so as to have common walls; however, each shed must have its own private, lockable access door. The dimensions of any shed servicing a CHPUD unit shall conform to other size provisions of this chapter. Storage sheds may be located on commonly owned property.
- (13) *Water and sewer system service.* CHPUD developments are required to be serviced by public sewer and public water services.
- (14) *Roads.* The CHPUD shall have paved access designed and constructed to AASHTO standards and shall provide adequate access for emergency vehicles.
- (15) *Parking requirements.* The parking standards for a CHPUD shall be two spaces per unit. Each parking space shall have a minimum size of 180 square feet (ten feet by 18 feet), may be located either on-site or within 100 feet of the site, may be on-street or off-street and may be within a garage or carport structure or unenclosed. If the applicant requests a reduction in the parking requirements the planning commission must make the findings that alternative transportation options have been provided to the future residence of the project.
- (16) *Construction drawings required.* Scaled floor plan and building elevation drawings shall be presented for each CHPUD unit within the CHPUD that has a different interior layout and square footage of living space.

-
- ~~(17) *Sidewalks and access ramps.* All pedestrian circulation walkways and sidewalks shall be hard surfaced with either asphalt, concrete or brick paving and be accessible to the handicapped according to the standards set forth in the Americans with Disabilities Act. Sidewalks and pathways shall be designed to connect the CHPUD units to the common areas on the lot and to connect with adjacent properties. Handicapped access ramps are exempt from the required setbacks.~~
- ~~(18) *Interior design.* A minimum of ten percent or at least one, whichever is greater, of the CHPUD units shall meet the International Code Council (American National Standards Institute) Accessibility Standards for Type B units.~~
- ~~(19) *Design compatibility.* The exterior of each CHPUD unit shall be compatible in terms of architectural design, materials and color with the residential structures in the immediate neighborhood within 300 feet of the development parcel or lot. However, all housing units shall be a minimum of 14 feet wide at their least horizontal dimension and attached to a permanent foundation. Accessory buildings for a CHPUD unit, such as detached garage, common room and shed structures, shall be architecturally compatible with the design and style of the CHPUD units. Compatibility of design shall be decided by the planning commission.~~
- ~~(20) *Waiver of standards.* The planning commission is hereby empowered to waive site design standards and development area requirements if public health and safety are not compromised. The planning commission is further empowered to specify conditions in issuing any special use permits as may be required.~~

~~(Zoning Ord. 2020, § 14.3.4, 1-5-2021)~~

Sec. 36-438. Project standards.

In considering any application for approval of a CHPUD site plan, the planning commission shall make their determinations on the basis of the standards for site plan approval set forth in article III of this chapter, as well as the following standards and requirements:

- (1) ~~Compliance with the CHPUD concept.~~ The overall design and land uses proposed in connection with a CHPUD shall be consistent with the intent of the CHPUD concept, as well as with the specific design standards set forth herein.
- (2) ~~Compatibility with adjacent uses.~~ The proposed CHPUD site plan shall set forth in detail, all specifications with respect to height, setbacks, density, parking, circulation, landscaping, views and other design features that exhibit due regard for the relationship of the development to surrounding properties, the character of the site, and the land uses. In determining whether this requirement has been met, consideration shall be given to:
 - a. ~~The bulk, placement, and materials of construction of proposed structures.~~
 - b. ~~Pedestrian and vehicular circulation.~~
 - c. ~~The location and screening of vehicular use or parking areas.~~
 - d. ~~The provision of landscaping and other site amenities.~~
- (3) ~~Protection of natural environment.~~ The proposed CHPUD shall be protective of the natural environment. It shall comply with all applicable environmental protection laws and regulations.
- (4) ~~Common area and unit maintenance.~~ The CHPUD shall include in the master deed, community bylaws or covenant provisions, as applicable for the maintenance of the common open space, including landscaping maintenance, snow removal and repairs to building exteriors, in a form approved by the Township Attorney.
- (5) ~~Compliance with applicable regulations.~~ The proposed CHPUD shall comply with all applicable federal, state and local regulations.

(Zoning Ord. 2020, § 14.3.5, 1-5-2021)

Effective Date: Publication. The provisions of this ordinance shall become effective fifteen (15) days after its adoption and shall be published within 15 days of its adoption by publication of a brief notice in a newspaper circulated in the Township, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this ordinance and such other facts as the Clerk shall deem pertinent and that a copy of the ordinance is available for public use and inspection at the office of the Clerk.

Made, Passed and Adopted by the Hamburg Township Board of Trustees this ____ day of _____, 20__.

Pat Hohl, Supervisor

Michael Dolan, Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the Hamburg Township Board of Trustees held on the day of _____, 20__.

Michael Dolan, Clerk

Adopted:

Published:

Effective:

Hamburg Township

Planning Commission Zoning Board of Appeals Planning & Zoning Department



2024 Annual Report

Prepared by: Planning & Zoning Department Staff
January 30, 2025

Introduction

Planning Commission

- **Purpose**
- **Members**
- **Meetings**

Zoning Board of Appeals

- **Purpose**
- **Members**
- **Meetings**

Planning & Zoning Department

- **Staff**
- **Land Use Permits**
- **Floodplain Activity**
- **CRS Activity**
- **FEMA Activity**
- **Land Splits, Combos, etc.**
- **Code Enforcement**

Planning Commission

Purpose

The Hamburg Township Planning Commission reviews and approves site plans, special use permits, planned unit developments, zoning text and map amendments, and master plans. The Planning Commission advises the Township Board concerning site plans, zoning text and map amendments, and the Master Plan.

Members

Chair: Jeff Muck

Township Board Representative: Patricia Hughes

ZBA Representative: Joyce Priebe

Member: Ron Muir

Member: John Hamlin

Member: Victor Leabu

Member: Deborah Mariani

2024 PC Meetings

<u>PC Case Number</u>	<u>Applicant/Parcel ID/Address</u>	<u>Project Description Considered</u>	<u>Result / Status</u>
January 17, 2024 – No Meeting			
February 21, 2024			
<u>PCPUD23-0001</u>	7620 M-36	Preliminary site plan application for General Planned Unit Development (PCPUD23-0001) Project located at 10303 Hamburg Road (Parcel A) and 7620 M-36 (Parcel B). Parcel A will consist of 40 attached two-story multi-family units (38,800 SF) and a community center (1,400 SF). Parcel B will include a gas station building (2-story, 5,475 SF) attached to a mixed-use retail/residential building (2-story, 2,400 SF), as well as a gas station canopy with 12 stalls and a height of 17'. The Retail building will be used as offices for the apartment use.	Approved/Conditions
March 20, 2024			
<u>PZTA24-0001</u>	9300 Hamburg Rd.	Zoning Map Amendment 24-0001. Change zoning of the parcel commonly known as 9300 Hamburg Rd. (TID 4715-24-103-038) from Medium Density Residential (RA) to Neighborhood Service (NS). (Zoning Ordinance Section 36-177).	Approved
April 17, 2024			
<u>PCPUD23-0001</u>	7620 M-36	Final site plan application for General Planned Unit Development (PCPUD23-0001) Project located at 10303 Hamburg Road (Parcel A) and 7620 M-36 (Parcel B). Parcel A will consist of 40 attached two-story multi-family units (38,800 SF) and a community center (1,400 SF). Parcel B will include a gas station building (2-story, 5,475 SF) attached to a mixed-use retail/residential building (2-story, 2,400 SF), as well as a gas station canopy with 12 stalls and a height of 17'. The Retail building will be used as offices for the apartment use.	Approved/Conditions

May 15, 2024			
<u>PPAM24-001</u>	10564 Learning Lane	Preliminary site plan application for General Planned Unit Development (GPUD) regulations (Section 36-439). The proposed project proposes a 208-unit apartment complex with a club house. The complex will be located on old Hamburg Elementary Site. The subject property consists of five existing parcels (15-25-200-056 (VC), 15-25-200-062(GI), 15-25-400-013 (VC), 15-25-400-042 (VC), and 15-25-101-084 (VR)) totaling 15.4 acres. The apartment complex will consist of 22 residential structures, 14 structures with 8 residential units and 15 structures with between 8-16 residential units: a community club house with offices, a gym, a community recreational room, and a pool.	Approved/Conditions
June 19, 2024			
<u>PZTA24-0002</u>	Text Amendment	Zoning Ordinance Article 3, Section 36-429, Elderly Cottage Housing Opportunity (ECHO) Planned Unit Development.	Recommended Approval
July 17, 2024 – No Meeting			
August 21, 2024 – No Meeting			
September 18, 2024			
<u>PPAM24-001</u>	10564 Learning Lane	Final site plan application for General Planned Unit Development (GPUD) regulations (Section 36-439). The proposed project proposes a 208-unit apartment complex with a club house. The complex will be located on old Hamburg Elementary Site. The subject property consists of five existing parcels (15-25-200-056 (VC), 15-25-200-062(GI), 15-25-400-013 (VC), 15-25-400-042 (VC), and 15-25-101-084 (VR)) totaling 15.4 acres. The apartment complex will consist of 22 residential structures, 14 structures with 8 residential units and 15 structures with between 8-16 residential units: a community club house with offices, a gym, a community recreational room, and a pool.	Tabled
October 16, 2024			
<u>PPAM24-001</u>	10564 Learning Lane	Final site plan application for General Planned Unit Development (GPUD) regulations (Section 36-439). The proposed project proposes a 208-unit apartment complex with a club house. The complex will be located on old Hamburg Elementary Site. The subject property consists of five existing parcels (15-25-200-056 (VC), 15-25-200-062(GI), 15-25-400-013 (VC), 15-25-400-042 (VC), and 15-25-101-084 (VR)) totaling 15.4 acres. The apartment complex will consist of 22 residential structures, 14 structures with 8 residential units and 15 structures with between 8-16 residential units: a community club house with offices, a gym, a community recreational room, and a pool.	Approved/Conditions
<u>PZTA24-0004</u>	Text Amendment	Zoning Ordinance Article 3, Sec. 36-482. Sign regulation enforcement.	Recommended Approval
<u>PZTA24-0005</u>	Text Amendment	Zoning Ordinance Section 36-434. - Cottage housing planned unit development (CHPUD)	Recommended Repeal
November 20, 2024 – No Meeting			
December 18, 2024 – No Meeting			

Zoning Board of Appeals

Purpose

Variance approval from the Zoning Board of Appeals is necessary when a proposed project does not comply with the bulk and setback standards of the ordinance. The ZBA may also issue interpretations of the Zoning Ordinance and hear appeals of the activities of the Zoning Administrator. Below is a summary of the variance process:

1. The variance or ordinance interpretation application and project plans are submitted to the Planning and Zoning Department at least four weeks prior to the ZBA hearing.
2. After review to ensure the application is complete, staff prepares legal notices that are mailed to adjoining property owners and occupants within 300 feet of the subject site; legal notice is published in the Press and Argus. Legal notice must be made 15 days prior to the hearing.
3. Staff prepare the report and exhibits. The staff report packet is published 7 days prior to the hearing; board members and applicants receive the packet via email.
4. Staff prepare the meeting room and attends the board meeting.
5. After hearing, staff prepares memorialization of findings for board approval at next hearing.

Members

Chair/PC Representative: Joyce Priebe

Township Board Representative: Jason Negri

Member: Brian Ignatowski

Member: Bill Rill

Member: Ben Russell

Meetings

The number of variance applications per year has fluctuated based on multiple factors such as the health of the economy, the constrained size of waterfront lots available for residential construction, code enforcement activity, and staff working with homeowners to design a project that would comply with the ordinance.

2024 ZBA Meetings

<u>ZBA Case Number</u>	<u>Owner/Applicant/Parcel ID/Address</u>	<u>Project Description/Variance Requested/Appeal</u>	<u>Result / Status</u>
January 10, 2024			
<u>ZBA 23-0016</u>	8727 Pleasant Lake Dr. (15-14-301-017)	Variance application to permit the construction of a patio roof on the lake side of the home. Applicant requests a 22-foot variance from the required waterbody setback of 50-feet, per Section 36-293 (C)(2) b.	Granted
<u>ZBA 23-0017</u>	10910 Bob White Beach (15-27-401-037)	Variance application to permit the construction of a 24x40 foot pole barn on the out parcel across from the principal home. Applicant requests three variances; 1) variance of 11.2 feet from the required front yard setback of 25 ft., per Section 36-186(F). 2) variance of 37.8 feet from the required wetland setback of 50 feet., per Section 36-293(C)(2) a. 3) variance for additional 160 sq ft from the maximum accessory structure size allowed of 800 sq ft, per Section 36-215(10).	Granted
February 14, 2024 - No Meeting			

March 13, 2024			
<u>ZBA 24-0002</u>	6365 Riverdale Dr. (15-23-306-020)	Variance application to permit the construction of an addition, second story and deck. Applicant requests four variances. 1) 85-foot variance from the required 125 feet natural rivers setback, per section 36-175(e)(1). 2) 1.7-foot variance from the required side yard setback of 10 ft., per Section 36-186(G). 3) 2-inch variance from the required side yard setback of 10 ft., per Section 36-186(G). 4) 3.6-foot variance for 10 feet building to building requirement, per Section 36-215(4).	Granted
April 10, 2024			
<u>ZBA 43-0001</u>	8651 Pleasant Lake Dr. (15-14-301-053)	Variance application to permit the construction of a 30x35 pole barn. Applicant requests a 14.5-foot variance from the required wetland setback of 50 feet., per Section 36-293(C)(2)a.	Granted
<u>ZBA 24-0003</u>	4831 Downing Dr. (15-28-402-002)	Variance application to permit the construction of garage with storage above. Applicant requests one variance. 1) 5.7-foot variance from the required 25-foot front setback, per section 36-171(d).	Granted
May 8, 2024 - No Meeting			
June 12, 2024 - No Meeting			
July 10, 2024 - No Meeting			
August 14, 2024 - No Meeting			
September 11, 2024			
<u>ZBA 24-0005</u>	Beach Lane (15-33-110-174)	Variance application to permit the construction of a single-family home. Applicant requests a 21.2-foot variance from the required wetland setback of 50 feet., per Section 36-293(C)(2) a.	Granted
October 9, 2024			
<u>ZBA 24-0006</u>	10210 Buhl Dr. (15-27-101-024)	Variance application to permit the construction of a new attached two car garage. Applicant requests a variance from the required side setback of 10 feet., per Section 36-171(D).	Granted
<u>ZBA 24-0007</u>	10232 Buhl Dr. (15-27-101-046)	Variance application to permit the construction of a new pole barn. Applicant requests a variance from maximum structure size permitted, per Section 36-215 (11)(c).	Granted

November 13, 2024			
<u>ZBA</u> <u>24-0008</u>	3255 Orchard Dr. (15-20-110-034)	Variance application to permit the construction of a new detached two car garage. Applicant requests a variance from the required front setback, per Section 36-171(D).	Granted
<u>ZBA</u> <u>24-0009</u>	11347 Pleasant View Dr. (15-31-201-014)	Variance application to permit the construction of an addition. Applicant requests a variance from the required side setback, per Section 36-171(D).	Granted
December 11, 2024 - No Meeting			

The table below illustrates the number of cases the ZBA has heard in previous years.

<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
11	19	12	21	20

Planning & Zoning Department

Staff

Planning & Zoning Director: David Rohr

Zoning Coordinator: Lisa Perschke

Code Enforcement Officer / Permit Tech.: Ted Michowski

Land Use Permits

Land use permits are issued by the Township Zoning Department to certify that a project or use meets the standards of the Zoning Ordinance. Land use permits are required for the following projects, including, but not limited to: the erection of a new building, accessory structure or the alteration of an existing structure (i.e.: house, garage, shed, deck, fence, interior remodel, patio, gazebo, porch, pool, generator, etc.), the excavation, alteration or filling of land, a new use or change in use of land or an existing building, home occupations, seasonal sales, and signs. The replacement of a door, window, siding, roof, and gutter work require a land use permit waiver.

When an applicant applies for a land use permit, the following process is followed:

1. A completed land use permit application is submitted to the Planning and Zoning Department (either in person, or via email or mail), along with three copies of project construction plans and three copies of the site plan. The site plan must accurately show property boundaries, location of grinder pump, well, septic field, and all existing and proposed improvements. The site and project footprint must be staked prior to the submittal of the land use permit.
2. After the application is reviewed for completeness, zoning staff conduct a site inspection, if necessary, depending on the project, to verify the information on the plans. (Repairs, such as siding, windows, and roofs, do not require an inspection prior to issuing the land use permit waiver).
3. The land use permit must be approved by Treasury and Utilities Departments prior to the Zoning Department issuing the permit. Once the permit is approved and issued, the applicant is contacted to pay for and pick-up the approved plans and permit.
4. If required, the applicant files for permits from the Livingston County Building Department.
5. Upon project completion, the applicant must contact the Planning and Zoning Department for a final inspection. Staff will visit the site to verify that the project appears to be built to plan and that all final zoning compliance requirements, such as final grading, removal of construction debris, or drainage management, are complete. Once the inspection is complete, staff contact the building department to inform them that the final zoning inspection has been approved.

2024 Land Use Permits

Hamburg Township issued 900+ land use permits in 2024. The following table shows how many permits were issued per month by permit type.

Category	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Issued
Accessory Dwelling Unit													0
Addition	1		1		3	1	1	1	1	1			10
Alteration, Interior Remodel	1	2	2	5	7	1	5	2	1	4	3	1	34
Bed and Breakfast													0
Change of Use	1				1		1						3
Commercial New Construction													0
Commercial Tenant Improvement										1			1
Deck	6	4	3	9	3	9	7	5	6	4	5	2	63
Demolition	1		4		2		4	1	1	2	1	2	18
Fence			1	3	3	2	2	3	4	1	3		22
Garage	3			3	1			2		2	1		12
Grading			1										1
Home	1		2			4	2	1	1	3	2		16
Home Occupation					1					2	2		5
Mechanical Equipment	12	13	10	10	9	12	12	16	12	16	7	9	138
Mobile Home		1											1
Multi-family													0
Other	1		4	1	6	5	9	3	3	2	4	2	40
Patio				2	1	1	2		1				7
Pole Barn	1		3	1	2	3	2	1	1	1	2	2	19
Pool, above ground													0
Pool, inground		1	1			1							3
Porch		1		2	1		1	2					7
Repair, Reroof, Windows	20	34	63	52	60	67	52	42	45	30	20	15	500
Seasonal Sales						1						1	2
Seawall													0
Shed	1		2	2		1	3	2	1		3	2	17
Short Term Rentals		1	2	1	1	2	3	2			3		15
Sign	1												1
Solar Panels				1	2		1	1	2	1		1	9
Temporary Building or Use									2				2
Wireless Communication Facilities													0
TOTALS:	50	57	99	92	103	110	107	84	81	70	56	37	946

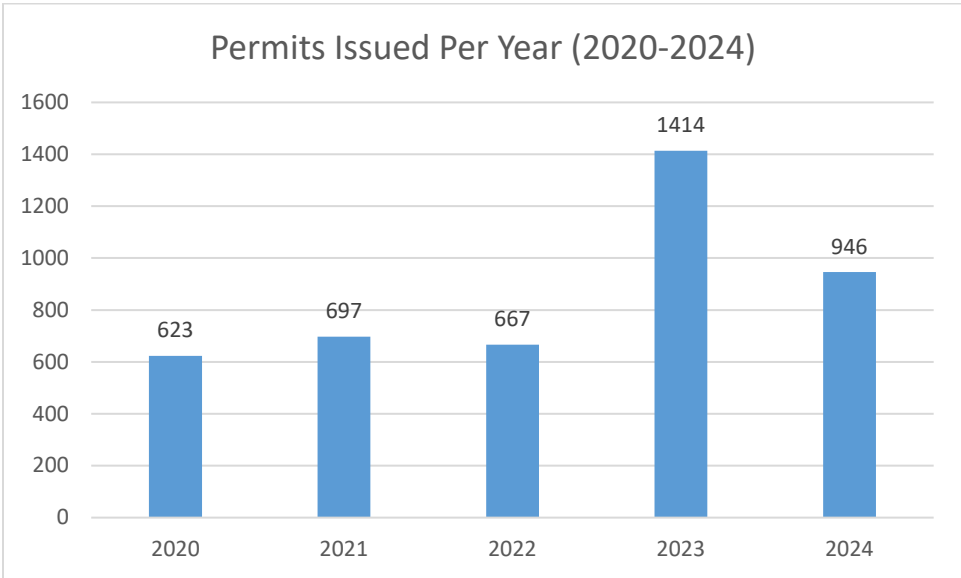
Land Use Permits Issued per Year:

2024

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
50	57	99	92	103	110	107	84	81	70	56	37	946

2023

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
38	27	60	57	83	86	207	264	220	197	118	59	1414



From 2023 to 2024 there was a 33% decrease in the number of total land use permits issued (decrease of 468 permits). The decrease in the number of permits issued came after a historic increase the previous year. Staff encountered no significant operational disruptions and anticipates a similar number of permits in 2025.

Code Enforcement

Ted Michowski, Code Enforcement Officer 2024 New Code Enforcement Complaints

Type	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
Accessory Structure													
Animals	1										1	1	3
Blight	1	1	1	3	2	3	1	2	1	2		4	21
Building no Permit			2		1		1	1		2	2		9
Business – not permitted				1		1	1				2		5
Grading – no permit													
Commercial vehicles – not permitted							1	1			1		3
DEQ Permit required													
Dumping					1					1		3	5
Fence Violation						1	1						2
General Nuisance		1										2	3
Illegal Storage													
Illegal Temp. Structure											1		1
Illegal Yard Sale													
Lighting Violation													
Other					1	2	2	1	1	2	1	1	11
Outside Storage													
Seawall Permit Req.									1		1		2
Sign Violation													
Structure in ROW													
Tall Grass/Weeds						4	2	1			1	4	12
Temporary Structure													
Unlicensed Inoperable Vehicle					1	1			1	1		1	5
Unsafe Structure									1				1
Total													83

Code Enforcement

Ted Michowski, Code Enforcement Officer
2023 New Code Enforcement Complaints

<u>Type</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sep.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Total</u>
Animals			1				3				1	1	6
Blight	1		1	1			2	2		2		5	16
Building no Permit			1	1		1					1	1	5
Business – not permitted			3	1		1	1				1		7
Grading – no permit			1			2			1			1	5
Commercial vehicles – not permitted		2											2
DEQ Permit required				1	1	1							3
Dumping						1							1
Fence Violation				1									1
General Nuisance						1	1						2
Illegal Storage													
Illegal Temp. Structure													
Illegal Yard Sale													
Lighting Violation												1	1
Other	2		1				2	1			2	2	10
Outside Storage													
Seawall Permit Req.													
Sign Violation													
Structure in ROW			1										1
Tall Grass/Weeds					1	2						1	4
Temporary Structure											1		1
Unlicensed Inoperable Vehicle				1	1		2	1		1		1	7
Unsafe Structure													
Total	3	2	9	6	3	9	11	4	1	3	6	13	<u>72</u>

The position of Code Enforcement is much more labor intensive requiring multiple trips to the subject property, inspect/confirm, take photographs, meet with the property owners, meet with neighbors, post notices/send letters, if necessary, prepare violations and lastly, when necessary, court appearance. The existing policy in Planning & Zoning is complaint based, meaning I respond when a resident/passers-by feels aggrieved. There are complaint forms at the front desk, or we take phone complaints, and many are also received through emails. We also accept and investigate anonymous complaints. There are two exceptions to the complaint required code enforcement action: building without a permit and activity in the wetlands. I will investigate buildings without permits because unpermitted construction could constitute a danger to public safety and welfare and is more expensive for the property owner to correct after-the-fact. Unpermitted activity in the wetlands not only could constitute a drainage or flooding hazard for adjacent properties but is also extremely expensive to remediate after-the-fact if the activity does constitute a violation of local and state laws.

Issuing violations is a last resort as residents are given a minimum of three warnings before a violation is written. Please note that each progressive step necessitates a separate trip to the property to check on compliance. Typically, residents eventually conform to the ordinance after a letter or meeting. Some are closed quickly with an educational meeting related to the ordinance and why it is in place and the impact it has on one's quality of life. Pursuing frequent violators is expensive if we must engage our township attorney to begin court proceedings. Code enforcement works with the property owner to comply, which results in a more positive outcome for the owner and the township.

We must remember that the complainant is also typically a township resident. Many times, a resident/complainant does not like the lifestyle of their neighbor and wants to impose their life's standard on the neighbor. This is where diplomacy is important. Acknowledging the frustration of the complainant, while educating them about the ordinance and the limits of my enforcement arm. Some complaints simply are not enforceable.

A Code Enforcement Officer is a mediator. Think about how many times a typical resident has some sort of interaction with a township representative. Each of us can articulate in every detail about our last interaction with a police officer, fire marshal, zoning official, building inspector. They do not occur very often and should have a positive impact on the residents. For the complainant, it was important enough to take time out of their day to file a complaint, even though it may appear very petty at times. For the violator, you may be asking them to remove or dispose of their personal property, rearrange their yard which may be conceived as violating their personal space.

Code Enforcement Process

- 1) Received Code Compliance Request Form via in person, written, phone or email.
- 2) Create a code enforcement file in BS&A where it is assigned a number. Visit the site, speak with homeowner, (if they answer the door), verify a code violation, and take pictures. Return to the office and write a warning letter, file scan letter and update BS&A file. Typically, a resident is given 14 days to rectify the violation.
- 3) Revisit site after 14 days have passed. If the violation still exists, more pictures may be warranted, another attempt to speak with the resident, a second notice is prepared and mailed, and the computer is updated.
- 4) Revisit site again to see if the violation still exists, more pictures may be warranted, another attempt to speak with the resident.
- 5) Revisit the site after the time has passed. If the conditions have not improved or worsened a third and final letter is prepared. This letter is sent as certified mail with return receipt or hand delivered. The letter clearly indicates this is the **final** warning.
- 6) After the time period has elapsed, a civil infraction violation is prepared as an E-ticket. If personal service cannot be made a copy is mailed first-class mail and an additional copy is posted on the property per the Civil Infraction Ordinance #71.

- 7) Once the court appearance date has passed and the property owner has not addressed the initial violation the ordinance does provide for another violation to be written. The second violation assesses the fine at twice the listed amount in the ordinance.
- 8) Prior to any court proceeding, another pass is made by the location in question where pictures are taken depicting the condition of the property.

(These are recommended steps. Each complaint is handled in the best interest of all individuals involved.)

2025 Goals

- 1. Prioritize blighted properties.
- 2. Continuing to familiarize myself with the Zoning Ordinances.
- 3. Assist each resident make every home or business a little better for each of their neighbors in Hamburg Township.

Land Divisions, Boundary Adjustments, and Combinations

In 2024, staff processed applications for 13 applications. However, there are some applications that are still pending, either for incorrect legal descriptions, surveys required, or for delinquent taxes. There was an increase in the number of land divisions processed due to the splitting of several larger parcels.

	<u>2024</u>	<u>2023</u>	<u>2022</u>
<u>Lot Combinations</u>	8	7	4
<u>Land Divisions</u>	3	0	0
<u>Boundary Adjustments</u>	2	5	1

This is the process for applying for a land division, combination, or boundary adjustment:

- 1. An application for a division, combination, or adjustment is submitted to the Planning and Zoning Department.
- 2. Planning staff review the application to ensure that it complies with G.O. 95A and the Land Division Act (for land divisions).
- 3. Planning staff distributes the application materials to the Assessing, Utilities, Treasury, and Accounting Departments.
- 4. Once the departments have signed off on the application, planning staff gives the approved application to the Assessing Department for processing, which includes assignment of a property identification number and preparation of final paperwork.
- 5. The Assessing Department staff sends an approval letter and necessary paperwork to the applicant.

Floodplain Activity

The flood-inundation study and maps, prepared in cooperation with U.S. Army Corps of Engineers, Hamburg Township and Green Oak Township, have been released to Hamburg Township. According to the the USGS website “Digital flood-inundation maps for an 8-mile (mi) reach of the Huron River near Hamburg, Michigan (station number 04172000), from downstream of Rickett Road to Strawberry Lake, were created by the U.S. Geological Survey (USGS), in cooperation with Green Oak and Hamburg Townships, Michigan, and the U.S. Army Corps of Engineers. The flood-inundation maps also include a 1.16-mi reach of the Ore Lake Tributary until it joins the Huron River, approximately 2.22 mi downstream of Rickett Road. The flood-inundation maps, which can be accessed through the USGS Flood Inundation Mapping Science website at http://water.usgs.gov/osw/flood_inundation/, depict estimates of the areal extent and depth of flooding corresponding to selected water levels (stages) at the USGS stream gage on the Huron River near Hamburg, Michigan (station number 04172000). Near real-time stages at this stream gage may be obtained on the Internet from the USGS National Water Information System at <http://waterdata.usgs.gov/> or the National Weather Service (NWS) Advanced Hydrologic Prediction Service at <http://water.weather.gov/ahps/>. The NWS Advanced Hydrologic Prediction Service also provides forecasted flood hydrographs at this website.”

When property owners ask the township whether or not a property is in the floodplain, typically what they want to know is whether they will be required to purchase flood insurance. Flood insurance is required for structures in the floodplain that carry a federally back mortgage. However, for insurance requirements for these mortgages, FEMA cares only about the floodplain they have identified--the special flood hazard area (SFHA). FEMA defines the SFHA as that area that will be inundated by a flood event having a one percent chance of being equaled or exceeded in any given year; this area is commonly referred to as the 100-year flood or the base flood.

FEMA’s Flood Insurance Rate Maps (FIRM) and the Flood Insurance Study (FIS) identify the 100-year flood zones and the base flood elevations for the flood zones. FEMA defines the base flood elevation (BFE) as “the computed elevation to which floodwater is anticipated to rise during the base flood. Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium.”

FEMA adopted the SFHA maps, or the 100-year flood zone maps, for Hamburg Township in 2008; the 2008 maps replaced maps that were originally adopted in 1986. The township relies heavily on the FIRM and the FIS to determine the BFE and if further floodplain information is required by the property owner. The scale of FEMA’s maps is 1:1,000, making using the maps at the parcel level nearly impossible. When there is a question as to whether or not the structure or property is within the SFHA, staff asks for a topographical survey. A topographical survey shows the elevations of the existing structure, the lowest adjacent grades to the structure, the finished floor elevation, and most importantly, the limit of the BFE. If it clear from the FEMA map that the structure is located in the SFHA, we require that an elevation certificate be submitted. The elevation certificate is a FEMA document that is filled out by a surveyor or engineer and provides critical information about the structure’s location in or out of the floodplain.

Michigan Residential Building Code regulates floodplains based on elevations and not the SFHA and requires that a home in the floodplain be elevated at least one foot above the BFE; this elevation is called one-foot freeboard. The one-foot freeboard requirement applies to new construction as well as lateral additions to existing homes. (An accessory structure, because it has a different insurance rating than a home, has different elevation requirements.)

There is only one way to determine if a structure is truly in the floodplain based on elevations and that requires a topographical survey. Once the determination has been made that the structure is in the floodplain—whether by

the mapped SFHA or by elevations—an elevation certificate is required at three points during the construction process: prior to receiving a land use permit; when the foundation is installed and prior to vertical construction; and prior to final certificate of occupancy.

Hamburg Township property owners are able to purchase flood insurance policies because we participate in the National Flood Insurance Program (NFIP). The NFIP underwrites flood insurance coverage only in communities that adopt and enforce floodplain management regulations through an ordinance that meets or exceeds NFIP criteria. Because we participate in the NFIP, it is essential that the township enforce our floodplain ordinance for every property in the SFHA.

Our ordinance mirrors the Michigan building requirement that all substantial improvements of residential structures shall have the lowest floor elevated at least one foot above the BFE. FEMA defines a substantial improvement as any improvement of a structure, the cost of which exceeds 50 percent of the market value of the structure prior to commencement of the improvement.

CRS Activity

The township voluntarily participates in NFIP's Community Rating System. CRS is an incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Because of our participation in the CRS and because we undertake additional regulatory activities, such as the one-foot freeboard requirement, Hamburg Township property owners are able to purchase flood insurance at a discounted premium rate. Every part of our participation in the CRS program is administrative, residents do not know that we undertake these activities on their behalf to reduce their flood insurance premiums.

The township earns points for various administrative activities, such as sending floodplain informational letters to lenders, realtors, and insurers; sending informational letters to homeowners in the repetitive loss areas of the township; maintaining elevation certificates for every project in the SFHA; updating our flood maps; and ensuring that projects in the SFHA are properly permitted.

FEMA audits CRS communities on a five-year cycle. Hamburg Township was audited on April 9, 2019. In addition to the routine administrative tasks associated with being a CRS participant, staff spent upwards of 80 hours preparing for the audit and responding to the auditor's requests for additional information. After the auditor reviewed township's documents and activities, we were advised that we remain a Class 8 CRS community, which offers homeowners a ten percent discount on flood insurance premiums. The 2024 five-year CRS review is currently in the review process.

Staff Training & Professional Activities of 2024

The planning department attended the following training and continues to be involved in the following professional activities:

- December 2022-January 2024: Retook the MSU Extension Master Citizen Planner (6 section course) online and at home.
- January-April 2024: Took and passed the MSU Extension Zoning Administrator Certificate Course.
- January to September 2024: FEMA NFIP 101: Introduction to Floodplain Management (reference guide only) online- completed.
- March 1, 2024: Site Plan Review and Master Planning Process in Mt. Pleasant (MAP training)
- March 14, 2024: Advanced ZBA: Beyond the Fundamentals (MAP training)
- March 21 & 22, 2024: Planning and Zoning Essentials (MAP training)
- March 21, 2024: Zoning Administration (MAP training)

[Bond Authorizing Resolution for Special Assessment Projects]

HAMBURG TOWNSHIP

At a regular meeting of the Township Board of the Township of Hamburg, Livingston County, Michigan (the “Township”) held at the Hamburg Township Hall Meeting Room on February 4, 2025 there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Trustee _____ and supported by Trustee _____:

Bond Authorizing Resolution

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township’s Bob White Beach North Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township’s Crystal Drive & Crystal Beach Subdivision Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township’s Forest Creek Court Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township’s Fox Point Beach Subdivision Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township’s Margaret Drive Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain waterway improvements in the special assessment district for the Township’s Margaret Drive Area Canal Dredging Project - Special Assessment District and such waterway improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township's Orchard Village Subdivision Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township's River Run Subdivision Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township's Shan-Gri-La Subdivision Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township's Teahen Meadows Subdivision Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the necessary proceedings have been taken by the Township Board to make certain road improvements in the special assessment district for the Township's Zukey & Redding Drive Road Improvement Project - Special Assessment District and such road improvements are described in Exhibit A attached hereto;

WHEREAS, the improvements described on Exhibit A for the eleven special assessment districts described above are collectively referred to as the "Project" and the eleven special assessment districts described on Exhibit A are collectively referred to as the "Special Assessment Districts";

WHEREAS, the proceedings referenced above provide for the payment of the cost of the Project by special assessments levied against the benefited lands in the Special Assessment Districts (the "Assessments") and special assessment rolls have been confirmed by the Township Board for each of the Special Assessment Districts; and

WHEREAS, it has been determined by the Township Board to issue bonds in the amount herein authorized in anticipation of the collection of the Assessments and to designate the Assessments to pay the principal of and interest on the Bonds (as defined below).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project. The construction of the Project, the period of usefulness of the Project of not less than ten years, and the Township's proceedings with respect to the Assessments for the Project, are hereby approved and confirmed. It is hereby determined that each respective Assessment will be proportionate to the benefits that each respective parcel of property will derive from the Project.

2. Bond Details. The Township shall borrow not to exceed \$2,090,000 and issue its Bonds therefor (the “Bonds”) for the purpose of paying for the cost of the Project. The Bonds shall be designated as “Hamburg Township Special Assessment Bonds, Series 2025 (Limited Tax General Obligation)” and shall be dated such date as the Township Supervisor, the Township Clerk or the Township Treasurer (together, the “Authorized Officers” and each an “Authorized Officer”) shall provide prior to the sale of the Bonds, and shall bear interest from that date. The Bonds shall be fully registered Bonds, both as to principal and interest, in any denomination which is \$5,000, or any integral multiple thereof up to a single maturity, or as otherwise authorized by an Authorized Officer prior to the sale of the Bonds, numbered from 1 upwards, in the respective principal amounts determined by an Authorized Officer in conjunction with the sale of the Bonds, and shall mature on April 1 of each year or alternatively on such other dates as may be determined by an Authorized Officer prior to the sale of the Bonds.

The Bonds shall be in substantially the form attached as Exhibit B with such changes, additions or deletions as are not inconsistent with this Resolution.

3. Interest Payment and Date of Record. The Bonds shall bear interest payable on April 1 and October 1 of each year, beginning April 1, 2026, or such other date or dates as may be determined by an Authorized Officer prior to the sale of the Bonds. Interest shall be paid by check or draft mailed by first class mail to the registered owner of each Bond as of the applicable date of record; provided, however, that an Authorized Officer may agree with the Bond Registrar on a different method of payment. If interest is paid differently, the Bond form attached as Exhibit B shall be changed accordingly. The date of record shall be the fifteenth day of the month immediately preceding the month in which such interest is payable.

4. Optional Redemption. The Bonds shall be subject to redemption at the option of the Township prior to maturity to the extent and as determined by an Authorized Officer prior to the sale of the Bonds, provided that no redemption premium shall be paid in connection with such optional redemptions.

5. Notice of Sale. Sealed bids for the purchase of the Bonds shall be accepted up to a time to later be determined by an Authorized Officer. The Official Notice of Sale for the Bonds shall be published once in accordance with law in The Bond Buyer, in a form approved by an Authorized Officer. Any Authorized Officer may cause the Official Notice of Sale to be published in additional publications, as such Authorized Officer deems appropriate.

6. Provisions for the Sale and Award of the Bonds. The Township shall sell the Bonds in conformance with 1954 Michigan Public Act 188, as amended, and the laws of the State of Michigan, and the rules and regulations of the Michigan Department of Treasury. Any Authorized Officer is authorized to award the sale of the Bonds to the bidder whose bid produces the lowest true interest cost to the Township, as determined by the Township’s municipal advisor, provided that such winning bid complies with the following parameters:

- (a) The interest rate for any maturity or maturities of the Bonds shall not exceed six percent (6%) per annum; and

- (b) The purchase price for the Bonds, not including underwriter's discount shall not be less than one hundred percent (100%) of the principal amount of the Bonds.

7. Bond Registrar, Transfer and Paying Agent. The Bonds shall be registrable upon the books maintained by a financial institution to be designated by an Authorized Officer prior to the sale of the Bonds, and such financial institution shall serve as bond registrar, transfer agent and authenticating agent for the Bonds (the "Bond Registrar").

8. Transfer or Exchange of Bonds. Any Bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds at any time upon the surrender of the Bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond, the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged at any time for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions, the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the surrendered Bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of Bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the Township. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

9. Execution and Delivery. The Township Supervisor and the Township Clerk are authorized and directed to execute the Bonds for and on behalf of the Township by manually executing the Bonds or by having facsimiles of their signatures affixed to the Bonds. Upon execution of the Bonds, they shall be delivered to the Township Treasurer, or an agent thereof, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

10. Full Faith and Credit Pledged. The Bonds are being issued in anticipation of the collection of future due installments of the Assessments. The Assessments and interest and investment income thereon are projected to be sufficient to pay the principal of and interest on the Bonds when due and such funds are pledged as security for the payment of the principal of and interest on the Bonds. Additionally, the Township hereby irrevocably pledges its limited tax full faith and credit as additional security for the payment of the principal of and interest on the Bonds. Pursuant to such pledge, should Assessment collections be insufficient to pay the principal of and interest on the Bonds when due, the Township shall pay the principal of and interest on the Bonds

as a first budget obligation from its general funds, including the collection of any ad valorem taxes which the Township is authorized to levy, but any such levy shall be subject to applicable constitutional, charter and statutory tax rate limitations.

11. Bond Payment Fund. The Township shall establish a separate depository account to be designated “2025 Improvement Project Special Assessment Bonds, Bond Payment Fund” (the “Bond Payment Fund”). All accrued interest and premium, if any, received from the purchaser of the Bonds, together with any portion of the Bond proceeds designated by an Authorized Officer to fund a capitalized interest reserve, if any, shall be deposited in the Bond Payment Fund. Within the Bond Payment Fund, the Township shall create separate accounts for each of the eleven Special Assessment Districts. Each account shall be designated “Bond Payment Fund – ” followed by the name of the respective Special Assessment District. All amounts (including principal, interest and penalties) at any time received in payment of the Assessments from one of the Special Assessment Districts shall be deposited in respective account for such Special Assessment District in the Bond Payment Fund. Moneys in the Bond Payment Fund shall be used, except as described above, solely to pay principal of and premium, if any, and interest on the Bonds.

Moneys in the Bond Payment Fund may be continuously invested and reinvested in any legal investment for Township funds, which shall mature, or which shall be subject to redemption by the holder thereof not later than, the dates when moneys in the Bond Payment Fund will be required to pay the principal of and interest on the Bonds. Obligations purchased as an investment of moneys of the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

12. Improvement Fund. Except for amounts required by this resolution to be deposited in the Bond Payment Fund, the proceeds from the sale of the Bonds shall be deposited in a separate depository account to be designated “2025 Improvement Project Special Assessment Bonds, Improvement Fund” (the “Improvement Fund”). Within the Improvement Fund, the Township shall create separate accounts for each of the eleven Special Assessment Districts. Each account shall be designated “Improvement Fund – ” followed by the name of the respective Special Assessment District. The specific amounts to be deposited in each respective account shall be designated in a certificate signed by an Authorized Officer in connection with the closing of the sale of the Bonds.

Moneys at any time in any account of the Improvement Fund shall be used solely to pay costs of the Project related to the respective Special Assessment District, except that upon payment (or provision for payment) in full of the costs of the Project, any excess moneys remaining in the Improvement Fund shall be transferred to the Bond Payment Fund (if any Bonds are outstanding) or applied as required by law or the ordinances of the Township and shall be used for “essential government functions” as that term is used in Section 141(c)(2) of the Internal Revenue Code of 1986, as amended (the “Code”).

Moneys in the Improvement Fund may be continuously invested and reinvested in any legal investment for Township funds, which shall mature, or which shall be subject to redemption by the holder thereof not later than, the estimated dates when moneys in the Improvement Fund will be required to pay costs of the Project. Obligations purchased as an investment of moneys of

the Improvement Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

13. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Township Supervisor and the Township Clerk may, on behalf of the Township, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity, interest rate and denomination as that mutilated, lost, stolen or destroyed Bond.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond a replacement Bond shall not be delivered unless and until the Township and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument bond for principal and interest remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the Township and the Bond Registrar against loss due to the lost, stolen or destroyed Bond and the issuance of any replacement Bond in connection therewith; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the Township and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the Township.

14. Arbitrage and Tax Covenants. Notwithstanding any other provision of this Resolution, the Township covenants that it will not at any time or times:

- (a) Permit any proceeds of the Bonds or any other funds of the Township or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an “arbitrage bond” as defined in Section 148 of the Code, or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a “private activity bond” within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or
- (b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includable in gross income for federal income tax purposes, cause the interest on the Bonds to be includable in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code or

(ii) adversely affect the exemption of the Bonds and the interest thereon from State of Michigan income taxation.

15. Qualification of Bonds. The Township Board hereby designates the Bonds as “qualified tax-exempt obligations” for the purpose of deduction of interest expense by financial institutions under the provisions of Section 265(b) of the Code, unless otherwise certified by an Authorized Officer prior to the sale of the Bonds. Each Authorized Officer is authorized and directed to make such changes to the form of the Bonds set forth in Exhibit B, as may in such officer’s discretion, be necessary to reflect any withdrawal of the designation made hereunder.

16. Defeasance. If at any time,

- (a) the whole amount of the principal of and premium, if any, and interest due and payable upon all outstanding Bonds shall be paid, or
- (b) if sufficient moneys, or Government Obligations not callable prior to maturity, the principal of and interest on which, when due and payable will provide such sufficient moneys without reinvestment, shall be deposited with and held by a trustee for the purpose of paying principal of and premium, if any, and interest due and payable upon all outstanding Bonds, and if all outstanding Bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Bonds for redemption shall have been given to such trustee.

then the right, title and interest of the holders of the Bonds shall thereupon cease, terminate and become void and the Township shall be released from the obligations of this resolution and any moneys or other funds held pursuant to this resolution for the purpose of paying principal of and premium, if any, and interest on the Bonds then outstanding (other than the aforementioned funds on deposit with the trustee for redemption of the outstanding Bonds) shall be released from the conditions of this resolution and paid over to the Township and considered excess proceeds of the Bonds. All moneys and Government Obligations held by such trustee pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith as provided hereinabove. As used herein the term “Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

The trustee or escrow agent referred to in the paragraph set forth above shall (i) be a bank or trust company permitted by law to offer and offering the required services, (ii) be appointed by an Authorized Officer and (iii) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

17. Additional Bonds. Additional bonds of equal standing with the Bonds may be issued in connection with the Project. Nothing in this Resolution shall prevent the issuance by the Township of bonds to finance other projects for the Township.

18. Continuing Disclosure. Each Authorized Officer is hereby authorized to execute a Continuing Disclosure Undertaking with respect to the Bonds. The Bonds are hereby made subject to such Continuing Disclosure Undertaking and the Authority agrees to abide by the provisions thereof so long as any of the Bonds are outstanding.

19. Preliminary Official Statement and Final Official Statement. Each Authorized Officer is hereby authorized to approve for distribution a Preliminary Official Statement for the Bonds and once the Bonds have been sold, the Authorized Officers, or any one of them, are hereby authorized to execute an Official Statement with respect to the Bonds.

20. Retention of Bond Counsel. The firm of Dykema Gossett PLLC, Lansing, Michigan, is hereby retained to serve as bond counsel for the Township in connection with the issuance, sale and delivery of the Bonds.

21. Retention of Municipal Advisor. The firm of Bendzinski & Co. Municipal Finance Advisors, Grosse Pointe, Michigan, is hereby retained to serve as municipal advisor to the Township in connection with the issuance, sale and delivery of the Bonds.

22. Declaration of Intent for Reimbursement Purposes. The Township expects to pay certain expenses of the Project prior to the issuance of the Bonds, and the Township intends to reimburse itself for such expenses from proceeds of the Bonds. Accordingly, the Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The Township reasonably expects to reimburse itself for expenditures made for the purpose of defraying the costs of the Project and paying related bond issuance costs, all as described in this resolution;
- (b) The Bonds will be issued no later than eighteen (18) months after the later of (i) the date the first expenditure to be reimbursed was made; or (ii) the date the Project was placed in service or abandoned, but in no case later than three years after the date the first expenditure was made; and
- (c) The expenditures described in (a) above are “capital expenditures” as defined in Treas. Reg. §1.150-1, which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election) under general Federal income tax principles (as determined at the time the expenditures are paid).

23. Conflicting Resolutions. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

24. Effective Date. This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Township.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

CLERK'S CERTIFICATE

The undersigned, being the Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my 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 will be or have been made available as required thereby.

Michael Dolan
Hamburg Township Clerk

Exhibit A

**Special Assessment Districts,
Description of Project and
Period of Usefulness**

Part 1 – Bob White Beach North
Road Improvement Project Special Assessment District

Description of the Project

The project will include saw cutting and removal of the existing asphalt up to four-inches (4”) thick. Inspection of the existing gravel bases to confirm stability, place 21AA crushed concrete to supplement the existing grade and soften the grade/slope on the north side of Crescent Drive in preparation of new paving. Contractor shall grade and compact aggregate base, construct four-inches (4”) of compacted hot mixed asphalt with a 2” MDOT 13A leveling course and a 2” MDOT 36A wearing course. A mountable asphalt curb shall be installed on the north side of Crescent Drive. Concrete and asphalt paved driveways within 3 feet of the road edge will be tied in with asphalt, gravel driveways will have a 1-foot wide asphalt paved apron at the edge of the road. Contractor shall clean up and remove all debris associated with the road improvements. The street rehabilitation shall serve the properties within the Township located along Bob White Beach Boulevard that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-27-401-014	15-27-401-026	15-27-402-047	15-27-410-039
15-27-401-015	15-27-401-027	15-27-402-048	15-27-410-040
15-27-401-016	15-27-401-028	15-27-402-049	15-27-410-041
15-27-401-018	15-27-401-029	15-27-402-050	15-27-410-042
15-27-401-019	15-27-401-030	15-27-410-033	15-27-410-043
15-27-401-020	15-27-401-031	15-27-410-034	15-27-410-044
15-27-401-021	15-27-401-033	15-27-410-035	15-27-410-045
15-27-401-023	15-27-402-009	15-27-410-036	15-27-410-046
15-27-401-024	15-27-402-012	15-27-410-037	15-27-410-047
15-27-401-025	15-27-402-014	15-27-410-038	15-27-410-048

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 2 – Crystal Drive & Crystal Beach Subdivision
Road Improvement Project Special Assessment District

Description of the Project

The project improvements shall consist of the Contractor providing all mobilization, traffic control signs and flaggers in preparation to remove the existing deteriorated asphalt up to 4” thick. Improvements will include work on existing gravel roads and driveway approaches. The Contractor shall excavate and move, or remove, the excess gravel base up to four inches (4”) deep to allow for new asphalt, positive drainage, and smooth tie-ins to the existing paved driveways. Existing paved driveways and approaches within two feet (2 ft.) of the existing roads will be tied into the new asphalt roads. Existing gravel roads will be tied into the new asphalt roads and existing gravel driveways will have 2-foot wide apron approaches paved to protect the new roads asphalt edges. Contractor will proof roll the existing gravel base to confirm stability then fine grade and re-compact the existing gravel base in preparation for new four-inch (4”) asphalt paving. Contractor shall construct a final compacted four-inches (4”) of hot mix asphalt consisting of a two-inch (2”) 13A leveling course, an SS-1h tack coat, and a 2” 36A topping for the roads. Contractor shall clean up and remove all debris associated with the road improvements. Roads included for this work, remove & replace: Crystal Dr. ~1,446 LF x ~22'; Hill St. ~1,518 LF x ~20'; Ward Ave. ~663 LF x ~17'; Half Moon Dr. ~160' x 12'-26'; Wilson St. ~606 LF x ~20'; Michael Blvd. ~911' x ~20'; Macomb St. ~665 LF x ~20'; Harding St. ~615 LF x ~20'. Existing gravel grade & asphalt pave: Whitewood Meadows Ln. ~638 LF x ~20' + ~62' diameter cul-de-sac; Michael St. ~730 LF x ~12'; Half Moon Dr. (North) ~185 LF x 12'; Half Moon Dr. (South) ~430' x ~12'. The street rehabilitation shall serve those properties along Crystal Drive, Whitewood Meadows Lane and those properties located within the Crystal Beach Subdivision located in the Township that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-29-100-015	15-30-201-007	15-30-201-036	15-30-201-063
15-29-100-016	15-30-201-008	15-30-201-037	15-30-201-064
15-29-100-017	15-30-201-009	15-30-201-043	15-30-201-065
15-29-100-018	15-30-201-010	15-30-201-044	15-30-201-068
15-29-100-019	15-30-201-011	15-30-201-046	15-30-201-069
15-29-100-020	15-30-201-012	15-30-201-047	15-30-201-070
15-29-300-007	15-30-201-013	15-30-201-048	15-30-201-071
15-29-300-030	15-30-201-014	15-30-201-049	15-30-201-072
15-29-300-034	15-30-201-015	15-30-201-050	15-30-201-073
15-29-300-035	15-30-201-016	15-30-201-051	15-30-201-074
15-29-302-001	15-30-201-017	15-30-201-052	15-30-201-076
15-29-302-002	15-30-201-018	15-30-201-053	15-30-201-078
15-29-302-003	15-30-201-019	15-30-201-054	15-30-201-079
15-29-302-004	15-30-201-021	15-30-201-057	15-30-201-080
15-29-302-005	15-30-201-024	15-30-201-058	15-30-201-081
15-29-302-006	15-30-201-025	15-30-201-059	15-30-201-082
15-29-302-007	15-30-201-034	15-30-201-060	15-30-201-083
15-30-201-002	15-30-201-035	15-30-201-062	15-30-201-084

15-30-201-085	15-30-201-099	15-30-201-113	15-30-201-157
15-30-201-086	15-30-201-100	15-30-201-114	15-30-201-158
15-30-201-087	15-30-201-101	15-30-201-115	15-30-201-179
15-30-201-088	15-30-201-102	15-30-201-117	15-30-201-181
15-30-201-089	15-30-201-103	15-30-201-123	15-30-201-182
15-30-201-090	15-30-201-104	15-30-201-125	15-30-201-183
15-30-201-091	15-30-201-105	15-30-201-127	15-30-201-184
15-30-201-092	15-30-201-106	15-30-201-130	15-30-201-185
15-30-201-093	15-30-201-107	15-30-201-131	15-30-201-186
15-30-201-094	15-30-201-108	15-30-201-145	15-30-201-187
15-30-201-095	15-30-201-109	15-30-201-146	15-30-201-188
15-30-201-096	15-30-201-110	15-30-201-147	
15-30-201-097	15-30-201-111	15-30-201-149	
15-30-201-098	15-30-201-112	15-30-201-151	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 3 – Forest Creek Court
Road Improvement Project Special Assessment District

Description of the Project

Road improvements shall include pulverizing the existing asphalt into a useable base, removal of the excess material and grading and compacting the existing aggregate base. The Contractor shall furnish and install asphalt in 2 lifts; consisting of a 2.0” 4 EMI Tier II and a 2.0” 5 EML Tier I HMA (hot mix asphalt) layer leaving a 4.0” final compacted thickness. Contractor shall also place a MDOT SS-1H emulsion course (tack coat) between the layers of the HMA, approximately 1,027 tons, with the asphalt to be compacted using an oscillatory and/or vibratory roller. All work shall be completed as quoted. The street rehabilitation shall serve the properties within the Township located along Forest Creek Court that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-25-401-001	15-25-401-005	15-25-401-009	15-25-401-013
15-25-401-002	15-25-401-006	15-25-401-010	15-25-401-014
15-25-401-003	15-25-401-007	15-25-401-011	15-25-401-015
15-25-401-004	15-25-401-008	15-25-401-012	15-25-401-016

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 4 – Fox Point Beach Subdivision
Road Improvement Project Special Assessment District

Description of the Project

Road improvements shall include saw cutting and removal of the existing asphalt up to 4” thick from the designated base bid sections of streets and adjacent driveway approaches for smooth transactions. The Contractor shall also inspect the existing gravel base to confirm stability, then fine grade and recompact gravel in preparation for 4” paving. Contractor shall construct compacted 4” HMA (hot mix asphalt) with a 2” MDOT 13A leveling course layer and a 2” MDOT 36A top level wearing course including removal and replacement of approximately 500 feet of 6” extruded curb. Improvements shall include the removal and replacement of approximately 1,800 SF of 4” asphalt on Portage Lake Avenue. Installation of six (6) asphalt speed bumps approximately 16’ long by 3’ wide by 2.5” high. Contractor shall also complete top adjustment for the thirteen (13) sewer manhole casting rims to make them flush with the new asphalt road surface to ensure proper access to maintain the sanitary sewer system. The street rehabilitation shall serve the properties within the Township located within the Fox Point Beach Subdivision that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-31-300-128	15-31-301-027	15-31-301-058	15-31-301-121
15-31-301-001	15-31-301-028	15-31-301-062	15-31-301-122
15-31-301-006	15-31-301-029	15-31-301-072	15-31-301-123
15-31-301-007	15-31-301-030	15-31-301-083	15-31-301-124
15-31-301-008	15-31-301-032	15-31-301-101	15-31-301-125
15-31-301-009	15-31-301-033	15-31-301-103	15-31-301-126
15-31-301-010	15-31-301-034	15-31-301-104	15-31-301-127
15-31-301-011	15-31-301-038	15-31-301-105	15-31-301-128
15-31-301-012	15-31-301-039	15-31-301-106	15-31-301-129
15-31-301-013	15-31-301-040	15-31-301-107	15-31-301-130
15-31-301-016	15-31-301-041	15-31-301-108	15-31-301-131
15-31-301-020	15-31-301-043	15-31-301-110	15-31-301-132
15-31-301-021	15-31-301-044	15-31-301-111	15-31-301-133
15-31-301-022	15-31-301-045	15-31-301-115	15-31-302-043
15-31-301-023	15-31-301-047	15-31-301-118	15-31-302-044
15-31-301-025	15-31-301-052	15-31-301-119	
15-31-301-026	15-31-301-054	15-31-301-120	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 5 – Margaret Drive
Road Improvement Project Special Assessment District

Description of the Project

The project will consist of milling the existing 0.16 miles of hot mix asphalt (HMA) and re-paving in two lifts over the prepared surface resulting in 4.0” of new HMA on the road. The project shall also include subgrade undercutting, restoration, and driveways as needed to match the new elevation of the road. The street rehabilitation shall serve the properties in the Margaret Drive area of the Township that are within the boundaries indicated on the attached map, along with all necessary construction, drainage and restoration for such project.

Description of the District by Tax Identification Number

15-28-201-015	15-28-201-026	15-28-201-035	15-28-201-043
15-28-201-016	15-28-201-027	15-28-201-036	15-28-201-044
15-28-201-017	15-28-201-028	15-28-201-038	
15-28-201-019	15-28-201-031	15-28-201-041	
15-28-201-020	15-28-201-034	15-28-201-042	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 6 – Margaret Drive Area
Canal Dredging Improvement Project Special Assessment District

Description of the Project

The project will consist of dredging Area #1; approx. 35’x 125’ of the canal with a Floating Dredge as far as can be reached from shore with removal of approx. 3-ft. of muck. Dredging of Area #2; Contractor shall dredge approx. 75’ x 50’ of the canal with a Floating Dredge as far as can be reached by shore including removal of approx. 3’ of muck. All spoils from the dredging shall be pumped into a dewatering bag. Homeowners shall be responsible to move/grade spoils when dry from Area #1 and #2. Homeowners shall also be responsible for all costs for any soil erosion control measures required by permits. Contractor is to provide a dewatering bag (903 cubic yards) as well as a turbidity curtain during dredging activities. The waterway rehabilitation shall serve the properties in the Margaret Drive and Kress Road area of the Township that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-28-200-054	15-28-201-010	15-28-201-017	15-28-201-039
15-28-201-001	15-28-201-011	15-28-201-019	15-28-201-040
15-28-201-003	15-28-201-015	15-28-201-020	15-28-201-043
15-28-201-009	15-28-201-016	15-28-201-038	15-28-201-044

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 7 – Orchard Village Subdivision
Road Improvement Project Special Assessment District

Description of the Project

Road improvements shall include 24” concrete curb removal; approx. 500 feet primarily at driveways (no driveway repairs will be included in the project). Saw cut and remove existing curb & gutter, and re-compact the existing aggregate base. The Contractor shall place new 24” curb to match existing curb. Landscape restoration (after sprinkler repairs are completed) is included and will consist of topsoil, seed and mulch. Sprinkler repairs are excluded. Curb drainage areas to be surveyed for replacement with proper drainage. Improvements shall include the use of a road mill to remove existing asphalt and grade for new 4” cross-section. Undercutting & removal of wet or unstable aggregate base will be replaced with 21AA crushed concrete. Installation of new asphalt in 2 lifts; 2.0” 4eml Tier II and 2.0” 5eml Tier I super pave HMA (hot asphalt mix) leaving a 4.0” final compacted thickness. All work to be completed as quoted. The street rehabilitation shall serve the properties within the Township located along Howard Street and Winners Circle that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-25-402-001	15-25-402-011	15-25-402-021	15-25-402-031
15-25-402-002	15-25-402-012	15-25-402-022	15-28-402-032
15-25-402-003	15-25-402-013	15-25-402-023	15-25-402-033
15-25-402-004	15-25-402-014	15-25-402-024	15-25-402-034
15-25-402-005	15-25-402-015	15-25-402-025	15-25-401-035
15-25-402-006	15-25-402-016	15-25-402-026	15-28-402-036
15-25-402-007	15-25-402-017	15-25-402-027	15-25-402-037
15-25-402-008	15-25-402-018	15-28-402-028	15-25-402-040
15-25-402-009	15-25-402-019	15-25-402-029	
15-25-402-010	15-25-402-020	15-25-402-030	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 8 – River Run Subdivision
Road Improvement Project Special Assessment District

Description of the Project

The project shall consist of the placement of all traffic controls, flaggers, crew and equipment mobilizations provided by the Contractor. Contractor will then remove the existing asphalt up to four-inches (4”) thick. The Contractor shall then import and place up to three-inches (3”) of 21AA crushed concrete to supplement the existing gravel base at the low point in the road between addresses 9124 and 9125 Blue Ridge Drive to improve drainage. Contractor shall proof roll the existing gravel base to confirm stability and then shall fine grade and re-compact the gravel base in preparation for the new paving. Contractor will then construct a final compacted four-inch (4”) thick hot mixed asphalt (HMA) surface for the roads with a 2” 13A leveling course (~840 tons), an SS-1h tack coat, and a 2” 36A topping course (~840 tons). The street rehabilitation shall serve those properties within the River Run subdivision located in the Township that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-24-205-001	15-24-205-010	15-24-205-019	15-24-205-028
15-24-205-002	15-24-205-011	15-24-205-020	15-24-205-029
15-24-205-003	15-24-205-012	15-24-205-021	15-24-205-030
15-24-205-004	15-24-205-013	15-24-205-022	15-24-205-031
15-24-205-005	15-24-205-014	15-24-205-023	15-24-205-032
15-24-205-006	15-24-205-015	15-24-205-024	15-24-205-033
15-24-205-007	15-24-205-016	15-24-205-025	15-24-205-034
15-24-205-008	15-24-205-017	15-24-205-026	15-24-205-035
15-24-205-009	15-24-205-018	15-24-205-027	15-24-205-036

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 9 – Shan-Gri-La Subdivision
Road Improvement Project Special Assessment District

Description of the Project

The project will consist of grinding up the existing chipseal pavement, undercutting roughly 2,200 square yards (Syds) of roadway at a depth of approximately 4.0 inches and adding new 21AA limestone, adding additional limestone where necessary to improve slope and drainage, removing berm and restoring disturbed lawn areas, regrade and compact the roadway and place a double chip seal and slurry seal application. The project improvements shall also include the installation of a double chip seal, with a fog seal only, in the year 2031. The street rehabilitation shall serve the properties in the Bluewater Drive, Shan-Gri-La Drive, Pierre Drive and Lime Bay area of the Township that are within the boundaries indicated on the attached map, along with all necessary construction, drainage and restoration for such project.

Description of the District by Tax Identification Number

15-21-300-005	15-21-302-002	15-21-302-024	15-21-404-020
15-21-300-006	15-21-302-005	15-21-302-027	15-21-404-021
15-21-301-008	15-21-302-006	15-21-302-028	15-21-404-022
15-21-301-009	15-21-302-007	15-21-303-001	15-21-404-023
15-21-301-010	15-21-302-008	15-21-303-002	15-21-404-024
15-21-301-011	15-21-302-009	15-21-303-003	15-21-404-025
15-21-301-012	15-21-302-010	15-21-303-004	15-21-404-028
15-21-301-013	15-21-302-011	15-21-303-005	15-21-404-029
15-21-301-014	15-21-302-012	15-21-303-008	15-21-404-030
15-21-301-015	15-21-302-013	15-21-303-018	15-21-404-031
15-21-301-016	15-21-302-014	15-21-303-019	15-21-404-032
15-21-301-017	15-21-302-016	15-21-400-031	15-21-404-033
15-21-301-018	15-21-302-017	15-21-400-032	15-21-404-034
15-21-301-019	15-21-302-018	15-21-404-001	15-21-404-035
15-21-301-020	15-21-302-019	15-21-404-002	15-21-404-036
15-21-301-021	15-21-302-020	15-21-404-008	15-21-405-016
15-21-301-023	15-21-302-021	15-21-404-009	15-21-405-017
15-21-301-024	15-21-302-022	15-21-404-014	15-21-406-008
15-21-302-001	15-21-302-023	15-21-404-015	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 10 – Teahen Meadows Subdivision
Road Improvement Project Special Assessment District

Description of the Project

The project improvements shall consist of the placement of construction signage as required for the safety of residents, the public and workers. The Contractor will then remove the existing asphalt up to four-inches (4”) thick. The Contractor will then proof roll the existing gravel base to confirm stability and then shall fine grade and re-compact the gravel base in preparation for the new paving. Contractor will then construct a final compacted four-inch (4”) thick hot mixed asphalt (HMA) surface with a 2” 13A leveling course (~473 tons) and a 2” 36A topping course (~473 tons). Asphalt will be placed with a late model Caterpillar highway class MDOT approved asphalt paver and will be compacted with vibratory/oscillatory rollers to a minimum of 95% of max density per Marshall Method testing. In addition, a structural polymer spray lining, including a 10-year warranty, shall be applied to the top 2-feet of adjusting brick and block on up to ten (10) catch basins located within the project area. The Contractor shall be responsible for all clean up and debris removal associated with their operations. The street rehabilitation shall serve those properties within the Teahen Meadows subdivision located in the Township that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-11-301-001	15-11-301-008	15-11-301-015	15-11-301-022
15-11-301-002	15-11-301-009	15-11-301-016	15-11-301-023
15-11-301-003	15-11-301-010	15-11-301-017	15-11-301-024
15-11-301-004	15-11-301-011	15-11-301-018	15-11-301-025
15-11-301-005	15-11-301-012	15-11-301-019	
15-11-301-006	15-11-301-013	15-11-301-020	
15-11-301-007	15-11-301-014	15-11-301-021	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Part 11 – Zukey & Redding Drive
Road Improvement Project Special Assessment District

Description of the Project

In preparation for the anticipated road improvements, the project shall begin with tree removal services including cutting and road clearing as quoted by the property owner’s selected Contractor. The project shall consist of the Contractor providing traffic control cones and flaggers as required. The Contractor shall then excavate and haul off the excess existing road surface gravel/millings to allow for smooth transitions and drainage. Contractor will proof roll the existing aggregate base to confirm stability and then shall fine grade and re-compact the existing gravel/millings in preparation for the new paving. The Contractor will then construct a final compacted four-inch (4”) thick hot mixed asphalt (HMA) surface for the roads with a 2” 13A leveling course (~863 tons) and a 2” 36A topping course (~863 tons). Property Owners have also included additional funds for the project to cover any necessary road testing and/or engineering services as well as any required road grade repairs not anticipated in the initial road improvement bid. The street rehabilitation shall serve those properties on Zukey Drive and Redding Drive located in the Township that are within the boundaries indicated on the attached map.

Description of the District by Tax Identification Number

15-22-300-002	15-22-300-048	15-22-302-001	15-22-302-027
15-22-300-003	15-22-300-049	15-22-302-002	15-22-302-030
15-22-300-004	15-22-300-052	15-22-302-003	15-22-302-031
15-22-300-034	15-22-300-053	15-22-302-004	15-22-302-032
15-22-300-035	15-22-300-064	15-22-302-007	15-22-302-034
15-22-300-036	15-22-301-001	15-22-302-009	15-22-302-037
15-22-300-037	15-22-301-002	15-22-302-010	15-22-302-041
15-22-300-038	15-22-301-003	15-22-302-014	15-22-302-042
15-22-300-039	15-22-301-004	15-22-302-017	15-22-302-043
15-22-300-040	15-22-301-005	15-22-302-018	15-22-302-044
15-22-300-041	15-22-301-006	15-22-302-021	15-22-302-045
15-22-300-042	15-22-301-007	15-22-302-022	15-22-302-046
15-22-300-043	15-22-301-009	15-22-302-023	15-22-302-047
15-22-300-044	15-22-301-011	15-22-302-024	
15-22-300-045	15-22-301-012	15-22-302-025	
15-22-300-047	15-22-301-013	15-22-302-026	

Estimated Period of Usefulness

The estimated period of usefulness for this improvement is 10 years or more.

Exhibit B

Form of Bond

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Township or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF LIVINGSTON

Hamburg Township Special Assessment Bonds, Series 2025 (Limited Tax General Obligation)

<u>Date of Issuance</u>	<u>Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
_____, 2025	_____%	April 1, 20__	

Registered Owner: Cede & Co.

Principal Amount: *****\$ _____*****

FOR VALUE RECEIVED, Hamburg Township (the “Township”), Livingston County, State of Michigan, hereby acknowledges itself indebted and promises to pay on the Maturity Date specified above, to the Registered Owner specified above, or registered assigns, the Principal Amount shown above, upon presentation and surrender of this Bond at the principal office of _____, _____ Michigan, as the Bond Registrar (the “Bond Registrar”), together with the interest thereon to the Registered Owner of this Bond on the applicable date of record at the Interest Rate per annum specified above payable on April 1, 2026, and semiannually thereafter on the first day of April and October in each year. The date of record for payments of interest shall be March 15 with respect to payments made on April 1 and September 15 with respect to payments made on October 1.

This Bond is one of a series of bonds (the “Bonds”) of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of \$ _____ issued by the Township under and pursuant to and in full conformity with the Constitution and statutes of the State of Michigan, including pursuant to Act

No. 188, Public Acts of Michigan, 1954, as amended, and a resolution duly adopted by the Township Board of Trustees on February 4, 2025. The Bonds are being issued for the purpose of paying a portion of the cost of making certain improvements in fourteen separate special assessment districts in the Township. The Bonds are issued in anticipation of the collection of, and are payable primarily from, certain special assessments made against the benefitted lands in such districts. Additionally, the Township has irrevocably pledged its limited tax full faith and credit as security for the payment of the principal of and interest on the Bonds. Pursuant to such pledge, if such special assessments collections are insufficient to pay such principal and interest when due, the Township is required to pay the principal of and interest on the Bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which the Township is authorized to levy, but any such levy shall be subject to applicable constitutional, charter and statutory tax rate limitations.

Bonds maturing in years 20__ to 20__, inclusive, are not subject to optional redemption prior to maturity. Bonds maturing in the years 20__ and thereafter are subject to optional redemption, in whole or in part in such order as the Township shall determine, in integral multiples of \$5,000 on any date on or after _____ 1, 20__, at par plus accrued interest to the redemption date.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. If less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the registered owner of the Bond a new Bond in the principal amount of the principal portion not being redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class United States mail at least 30 days before the date fixed for redemption, which notice shall fix the date of record with respect to the redemption. Any defect in any notice of redemption shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds or sufficient government obligations then are on deposit with the Township to redeem such Bonds.

This Bond is transferable on the bond registration books of the Bond Registrar upon surrender of this Bond together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon such transfer, one or more fully registered bonds with denominations of \$5,000, or any multiple of \$5,000, in the same aggregate principal amount and the same maturity and interest rate, will be issued to the designated transferee or transferees. The Bond Registrar shall not be required to honor any transfer of Bonds during the period from the applicable date of record preceding an interest payment date to such interest payment date.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the issuance of this Bond existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the Township, including this series of Bonds, does not exceed any constitutional limitation.

This Bond is designated as a “qualified tax-exempt obligation” under Section 265(b) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, Hamburg Township, Livingston County, Michigan, has caused this Bond to be executed in its name with the facsimile signatures of its Supervisor and its Clerk, all as of the Date of Issuance.

Hamburg Township

By: _____
Township Supervisor

By: _____
Township Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the series of Bonds designated “Hamburg Township Special Assessment Bonds, Series 2025 (Limited Tax General Obligation).”

Date of Authentication:

_____, Michigan,
as Bond Registrar and Authenticating Agent

By:

Authorized Signer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers into _____ this Bond and all rights hereunder and hereby irrevocably appoints _____ attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Bond in every particular.

OFFICIAL NOTICE OF SALE

\$2,090,000
HAMBURG TOWNSHIP
COUNTY OF LIVINGSTON, STATE OF MICHIGAN

Special Assessment Bonds, Series 2025
(Limited Tax General Obligation)

ELECTRONIC BIDS: Bids for the purchase of the above-designated bonds (the “Bonds”) to be issued by Hamburg Township, Livingston County, Michigan (the “Township”), will be received until _____ a.m./p.m., Eastern Time, on [March 11], 2025.

Electronic bids may be submitted to the Township’s Municipal Advisor, Bendzinski & Co. at info@bendzinski.com. All such electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the Township. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may select one of the above methods to submit a bid but a bidder may not present a bid by more than one method.

The award of the Bonds will be made (or all bids will be rejected) by an Authorized Officer of the Township approximately one hour after the opening of the bids, on the day of the sale.

BOND DETAILS: The Bonds will be fully registered bonds in any denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered from 1 upwards, and will bear interest from the date of original issuance, payable April 1, 2026 and semiannually on the first day of October and April thereafter. The Bonds will mature on April 1 of each year, as follows:

<u>Year</u>	<u>Amount</u>
2026	\$170,000
2027	250,000
2028	250,000
2029	245,000
2030	240,000
2031	240,000
2032	235,000
2033	230,000
2034	230,000

TERM BOND OPTION: The initial purchaser of the Bonds may designate any one or more maturities as term bonds and the consecutive maturities which shall be aggregated in the term bonds. Any such designation must be made within _____ () hours of the time that the bids for the Bonds are opened. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on April 1 of the years and in the amounts as set forth in the foregoing maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption.

OPTIONAL REDEMPTION: Bonds maturing in the years 2026 to 2032, inclusive, shall not be subject to optional redemption prior to maturity. Bonds maturing on or after April 1, 2033 are subject to optional redemption on any date on or after April 1, 2032 at par plus accrued interest to the redemption date.

With respect to partial redemptions, any portion of a Bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. If less than the entire principal amount of a Bond is called for redemption, upon surrender of the Bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the registered owner a new Bond in the principal amount of the principal portion not being redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class United States mail at least 30 days before the date fixed for redemption, which notice shall fix the date of record with respect to the redemption. Any defect in any notice of redemption shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds or sufficient government obligations then are on deposit with the Bond Registrar to redeem such Bonds.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding six percent (6.00%) per annum for any maturity or maturities of the Bonds, to be fixed by the bids for the Bonds. The interest on any one Bond shall be at one rate only, and all Bonds maturing in any one year must bear the same interest rate. Bonds maturing in any one year shall not bear an interest rate lower than the interest rate in any preceding year. [No Bond may bear interest at a rate that is more than three (3) percentage points above the rate borne by any other Bond.] No proposal for the purchase of less than all of the Bonds, or at a price less than 100% of their par value, will be considered.

BOND REGISTRAR, TRANSFER AND PAYING AGENT, AND DATE OF RECORD: Principal of the Bonds will be paid at maturity upon presentation and surrender thereof to a bond registrar to be designated by the Township (the "Bond Registrar"). The Township has designated The Huntington National Bank as the initial Bond Registrar. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent, authenticate the original and any re-issued Bonds and pay interest by check or draft to the registered holders of the Bonds as shown on the records of the Bond Registrar on the applicable date of record. The date of record for each interest payment will be the 15th day of the month before such payment is due. The Township may designate a new transfer agent by notice mailed to the registered holders of the Bonds not less than sixty (60) days prior to any change in transfer agent.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder

and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds.

PURPOSE AND SECURITY: The Bonds are being issued in anticipation of the collection of future due installments of special assessments for certain road and waterway improvements in multiple special assessment districts in the Township. The special assessments and interest thereon are projected to be sufficient to pay the principal of and interest on the Bonds when due. Additionally, the Township has pledged its limited tax full faith and credit as additional security for payment of principal of and interest on the Bonds. Pursuant to such pledge, if such special assessments collections are insufficient to pay the principal of and interest on the Bonds when due, the Township is obligated to pay the principal of and interest on the Bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which the Township is authorized to levy, but any such levy shall be subject to applicable constitutional, charter and statutory tax rate limitations. The rights and remedies of bondholders may be affected 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.

AWARD OF THE BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner and as computed by the Township’s municipal advisor. The lowest true interest cost will be the single interest rate (compounded on April 1, 2025, and semiannually thereafter) necessary to discount the debt service payments from their respective payment dates to the estimated date of delivery of the Bonds (April 1, 2025), in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the Township, compounded in the manner specified above.

GOOD FAITH DEPOSIT: No good faith deposit is required on this issue.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dykema Gossett PLLC, Lansing, Michigan (“Bond Counsel”), an original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Dykema Gossett PLLC, Lansing, Michigan for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the Bonds, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a proposal for the Bonds, the bidder agrees to Dykema Gossett PLLC serving as bond counsel to the Township.

TAX MATTERS: In the opinion of Bond Counsel, under existing law, and assuming compliance with certain covenants, (i) interest on the Bonds is excludable from gross income for

federal income tax purposes, as described in Bond Counsel’s opinion, and (ii) the interest on the Bonds is exempt from all taxation by the State of Michigan or a subdivision of the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

QUALIFIED TAX EXEMPT OBLIGATIONS: The Township HAS designated the Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the provisions of the Internal Revenue Code.

ISSUE PRICE: The winning bidder shall assist the Township in establishing the issue price of the Bonds and shall execute and deliver to the Township at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Township and Bond Counsel. All actions to be taken by the Township under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Township by the Township’s municipal advisor identified herein and any notice or report to be provided to the Township may be provided to the Township’s municipal advisor.

The Township intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “Competitive Sale Requirements”) because:

- a. the Township is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the Township anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the Township anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied (e.g., if bids are not received from at least three underwriters all of whom meet the requirements of paragraph c. above), the Township shall so advise the winning bidder, and the Township shall treat the first price at which 10% of a maturity of the Bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Township if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Township will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be

subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% Test in order to establish the issue price of the Bonds.

If all of the Competitive Sale Requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder shall promptly report to the Township the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Township or bond counsel.

By submitting a bid, each bidder confirms that:

- a. except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds;
- b. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
 - 1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder;
 - 2) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and
 - 3) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.
- c. any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated

to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter.

Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party;
- b. “underwriter” means (i) any person that agrees pursuant to its submission of a bid or pursuant to a written contract, as applicable, with the Township (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);
- c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the Bonds are awarded by the Township to the winning bidder.

OFFICIAL STATEMENT: An electronic copy of the preliminary Official Statement with respect to the Bonds (the “Official Statement”) may be obtained by contacting Bendzinski & Co. at the address and telephone number listed in the MUNICIPAL ADVISOR paragraph below. The Official Statement is in a form deemed final as of its date by the Township for purposes of SEC Rule 15c2-12, but is subject to revision, amendment and completion of a final Official Statement. The successful bidder shall supply to the Township, within twenty-four (24) hours after the award of the Bonds, all pricing information and any underwriter identification determined by the Township to be necessary to complete the Official Statement

The Municipal Advisor will furnish to the successful bidder, at no cost, an electronic copy of the final Official Statement within seven (7) business days after the award of the Bonds. Print copies of the Official Statement will be supplied by the Municipal Advisor upon the bidder’s request and agreement to pay to the Township the cost for those additional copies.

Requests for print copies should be made to the Municipal Advisor, within twenty-four (24) hours of the time of sale.

The Township shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Official Statement, including revisions, amendments and completions as necessary, relating to the Township and the Bonds is true and correct in all material respects, and that such Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: As more fully described in the Official Statement, the Township has agreed in its Continuing Disclosure Undertaking to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, (i) on or prior to the last day of the seventh month after the end of the Township’s fiscal year, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain material events with respect to the Bonds, and (iii) timely notice of a failure by such entity to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE AT PURCHASER’S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Failure of the municipal bond insurer to issue such policy after the Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds from the Township.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall be cause for the purchaser to refuse to accept delivery.

DELIVERY OF BONDS: The Township will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through the services of DTC. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. Payment for the Bonds shall be made in Federal Reserve Funds. If the Bonds are not tendered for delivery by 12:00 noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if such 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery.

BIDDER CERTIFICATION REGARDING NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISOR: Bendzinski & Co. Municipal Finance Advisors, Grosse Pointe, MI, (the “Municipal Advisor”) is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Municipal Advisor has been retained by the Township to provide certain financial advisory services relating to the planning, structuring and issuance of the Bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor’s duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the Township and it has no secondary obligation or other responsibility.

ADDITIONAL INFORMATION: Additional information may be obtained from the Township’s municipal advisor, Bendzinski & Co., 17000 Kercheval Ave., Suite 230, Grosse Pointe, Michigan 48230 (313/961-8222).

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Hamburg Township

By: Mike Dolan, Township Clerk

4912-3719-2467.2