

MASTER



PENTWATER TOWNSHIP BOARD

AGENDA PACKET

REGULAR BOARD MEETING

June 14, 2023 at 6:00 p.m.

Lynne Cavazos, Supervisor
Heather A. Douglas, Treasurer
Maureen H Murphy, Clerk

Mike Flynn, Trustee
Dean Holub, Trustee



TOWNSHIP BOARD SPECIAL MEETING SIGN-IN SHEET

TOWNSHIP BOARD MEETING		Meeting Date:	June 14, 2023 6:00PM
		Location:	500 N. Hancock Pentwater, MI 49449

NAME	ADDRESS	PHONE	EMAIL
Tom Roose	6316 OTTAWA	291 881-6848	
DAVE SPITLER	6021 WAYNE	231-730-2389	
ROY CHRISTIANS	87 SANDS	616 485-3345	
Jerrold Maki	8151 N Perry Ave	231-733-8318	jaimaki@gmail.com
Claudia Ressel	490 SANDS	231-233-9111	cjhodan@gmail.com
Mary Barker	Library		
Carol Friebel	360 Third St	713 4320696	
Daniel Saufel	360 THIRD ST	869-5550	
Konrad J. J. J.	6006 N Wayne	869-5875	
V. McHugh	163 Green St	869-5832	
Rob Louey	163 Washington		
JOAN LUNDBERG			

**PENTWATER TOWNSHIP BOARD MEETING
Regular Meeting**

June 14, 2023 at 6:00 p.m.
Pentwater Community Hall
500 N. Hancock Street, Pentwater, MI 49449

Join Zoom Meeting

<https://us02web.zoom.us/j/88631281568?pwd=T0MxUUpSYWpob1d2dTFSSSTdsQ2J4dz09>

Meeting ID: 886 3128 1568

Passcode: 322973

AGENDA

1. Call to Order/Pledge
2. Roll Call
3. Consent Agenda – Review & Action
 - a. Minutes of March 8th and March 28, 2023
 - b. Correspondence, if any
 - c. Monthly Budget Reports for General Fund, Cemetery Fund, Fire Dept Fund, and ARPA Fund
 - d. Payment of Bills
(Consent Agenda contains all routine items of business on which no disagreement or debate is anticipated. Upon the request of any board member, an item shall be removed from the consent agenda and placed on the regular agenda under New Business)
4. Meeting Agenda - Review & Action
5. Public Comment on Agenda Items (Three (3) minutes maximum)
6. Supervisor's Report
7. Clerk's Report
8. Treasurer's Report
9. Library Board Packet
10. Fire Department Agenda/Minutes
11. Recreation Report
12. Staff Reports
 - a. Zoning Administrator
 - b. Assessor
 - c. Cemetery Sexton (April thru Oct)
 - d. Transfer Station (April thru Oct)

13. Unfinished Business

- a. Review & Action: CRC Report Update
- b. Review & Action: Process update for making parcel 64-044-560-076-00 available for sale
- c. Discussion: Park Place Access Agreement Renewal

14. New Business

- a. Review & Action: Proposed Zoning Map Change for Parcel No. 64-001-023-400-01
- b. Review & Action: Ordinance XXXX-XX Comprehensive Sanitary Sewer Ordinance
- c. Review & Action: Township South Sanitary Sewer System Maintenance Agreement
- d. Review & Action: CIP update & Approval (Annual)
- e. Review & Action: Michigan Twp "Par Plan" Insurance Risk Assessment Recommendations
- f. Review & Action: Payment Responsibility for Columbarium Placards
- g. Review & Action: Proposal for Pentwater-Hart Trail Engineering & Consulting Services
- h. Review & Action: Apache Hills Septic Tank Pump-Out Cost Estimate
- i. Review & Action: MTA dues (to board since > \$1k)
- j. Discussion: Joint 5-year recreation plan with Village?

15. Public Comments

- Public comment(s) on the proposed Spark Application for the construction of a portion of the Pentwater-Hart Trail
- Other?

16. Other Items from Board Members

17. Adjournment

<p>PENTWATER TOWNSHIP BOARD PENTWATER COMMUNITY HALL 500 N. HANCOCK STREET, PENTWATER, MI 49449 DRAFT 10 May 2023 ZOOM Available for Audience</p>	
<p>Supervisor Cavazos called the meeting to order at 6:00 PM</p> <p>Members Present: Cavazos, Douglas, Murphy, Flynn, Holub</p> <p>Members Absent: None</p> <p>Staff Present: Keith Edwards, Deputy Supervisor & Zoning Administrator, Glenn Beavis, Deputy Clerk</p> <p>Others Present: Ron Christians, Valerie McHugh, Nancy Arvai, Kendra Flynn, Rob Young, Dave Spitler, Karl Schruppf, Joan Lundberg, Carol Feltes, Amy LaBarge, Chris Conroy, Cathy Crumb, plus an additional five persons that did not sign in.</p> <p>Present via Zoom: None</p>	<p>CALL TO ORDER</p> <p>ROLL CALL</p>
<p>Moved by Flynn and seconded by Holub to accept the Consent Agenda as follows:</p> <ul style="list-style-type: none"> • Prior Meeting Minutes (April 14, 2023) • Correspondence: Claudia Ressel-Hodan (SPARK Grant) • Budget Reports: • Claims/Bills (payroll, paid, and to be paid) for the 4/12/23 thru 5/10/23 as follows: <ul style="list-style-type: none"> ○ Township - \$85,394 (includes any Road Fund payroll) ○ Cemetery - \$2,966 ○ Fire - \$44,340 ○ Sewer - \$7,888 ○ Road - \$0 <p>Roll call vote: YES: Cavazos, Douglas, Murphy, Flynn, Holub NO: None Motion Carried</p>	<p>CONSENT AGENDA - Review & Action</p>
<p>Moved by Holub and seconded by Douglas to accept the meeting agenda as presented.</p> <p>Roll call vote: YES: Cavazos, Douglas, Murphy, Flynn, Holub NO: None Motion Carried</p>	<p>MEETING AGENDA</p>
<p>Valerie McHugh, Pentwater Township Library spoke about various planned activities and events. She also noted the library's deep interest in the village and township analyses being performed regarding the village possibly becoming designated as a city, as the outcome could conceivably adversely impact the library's financial position.</p>	<p>PUBLIC COMMENTS</p>
<p>Ms. Cavazos related the following:</p> <ol style="list-style-type: none"> 1. SPARK GRANT – Update 	<p>SUPERVISOR'S REPORT</p>

<p>The Building Michigan Together Plan was signed in March of 2022. It was designed to provide funding for parks and recreational areas throughout the State and is administered by the Michigan Department of Natural Resources.</p> <p>Pentwater Township is working in a partnership with the Friends of the Pentwater Hart Trail. The Township will serve as the applicant for the grant that will be written and submitted by John Wilson. The grant is being submitted in the 2nd Phase of Spark Grants and is due on June 26, 2023. The grant application is for \$1 million dollars. We should hear about this aware this fall.</p> <p>2. The Pentwater Township Library will have an Open House on Monday, June 12th from 11:00 AM – 1:00 PM. All community groups are welcome to set up a table at the event. Pentwater Township will have a table again this year at the Open House.</p> <p>3. Veteran Flags for Memorial Day The Pentwater National Honor Society will again be placing flags on graves of Veterans in the Pentwater Township Cemetery on Friday, May 19th during the Pentwater School’s Community Service Day. Mike Flynn and Lynne Cavazos will assist the students at the cemetery.</p>	
<p>Ms. Murphy related the following:</p> <p>.GOV</p> <ul style="list-style-type: none"> As of this past weekend all of our emails have been changed to .gov For example, I’m clerk@pentwatertownshipmi.gov. You can still send it to our .org and it will be forwarded to our new .gov email. <p>Cemetery:</p> <ul style="list-style-type: none"> So, far in May we have had 1 burial on May 6th with 2 more scheduled later this month. 4 foundations orders are in process, including one that is oversized and will require Ruggles and Sons to make foundation on site. <p>Election Legislation & Other Legislation Impacting Townships:</p> <ul style="list-style-type: none"> Continuing to monitor <i>legislative changes or legislation in review</i> as communicated by the Bureau of Elections and Michigan Township Association (MTA) for anything that directly impacts our office We will need to purchase an outside dropbox and install 24 hour camera surveillance for the 2024 election cycle. Best place to locate this box will need to be determined. The state will pay for the box and camera installation. Michigan’s primary election date is tentatively set for February 27, 2024. I have been reaching out to our election inspectors to determine who will be available. So, far out of our 12 current Election Inspectors, I have 5 that are willing to work hours during the 9 days of early voting and Election Day, 2 that will not be in town and 4 have yet to commit. We will definitely need to hire more Election Inspectors for the Presidential Primary, given the time of year and the requirement for the 9 days of early voting. 	<p>CLERK’S REPORT</p>

- I'm currently accepting applications from people who would like to be part of the Election Process. So, if you know of anyone who would like to do their civic duty this is a great opportunity for them to do so.
- Please stop in the Clerk's office for an application or more information on the duties and responsibilities on an Election Inspector.
- Planning to conduct short workshops describing the role of an Election Inspector. Dates and Times yet TBD.

Election Updates:

- Michigan BoE and the Michigan Legislature continue to work out details for implementing Proposal 2022-2 (Election process changes). The Bureau of Elections presented a status update at this year's MTA Annual Conference. While they are clearly busy identifying the many issues that will need to be resolved, much of it is dependent on legislative action, and until that takes place, there is little definitive to report.

Transfer Station:

- We had 200 visitors in April and took in \$1,547 in fees. This is up by about 10% and 36% respectively.
- No changes were made to this year's fee schedule except to eliminate acceptance of tires, and to update the look/format of the fee schedule to be more user-friendly.
- New color permits have been created which include an expiration date (October 31, 2025)
- A reminder to Mark your calendar for the first free day which is Saturday June 17, 2023

Website:

- No action

Office Matters – Few Things in looking at our financials

- Received our quarterly invoice from Ricoh, who is the Vendor for our Copy Machine. The invoice was for \$1,600 for the cost of copying/printing in B&W and Color. This was definitely a red flag because bills over the last year or so were in the ballpark of \$100 - \$150 per quarter. With many calls and emails to Ricoh without any explanation as to why the invoice was so much more, I asked Glenn to do one of his snappy spreadsheets to find out the discrepancy. And sure enough he was able to determine that Ricoh had been estimating the cost of copying for the last 4 quarters, thus the Township had basically not been charged for 9 months of copying in the last year. We have come up with a process to monitor our copy usage on a monthly basis so this does not happen again. If everyone in our office could be mindful to copy/print in B & W the savings will be significant. (1cent/copy B&W vs. 5 cents/copy Color)
- I had the great opportunity to invoice and pay bills for the Sewer System for the very first time on May 2nd.
- Our last payment installment for the Bs & A utility module came in and was under By \$1215 from what was originally quoted by BS & A

Protect Pentwater Harbor Committee

- Representative Moolenaar will be at Park Place on May 19th at 2:00pm for a round table discussion on the channel. I extended an invite to Matt Mrozinski the chair of the Michigan Shallow Harbors Coalition.

MTA Annual Conference: We attended the Annual MTA Conference back in the middle of April. We Learned many important concepts for running a Township along with networking with Vendors and other Townships:

- **Managing your Township Team** (MTA's Township Governance Academy pre-conference training - 6 credits) We learned about the importance of having in place comprehensive personnel policies (handbook) to help minimize employment related risks, retain good employees, and generally ensure good morale by having in place policies that clearly define expectations of both employer and employee.
- **Elections Update:** Put on by the Secretary of State's office and state Bureau of Elections. Topic focused primarily on organizational restructuring and the changes and challenges associated with Proposal 2022-2. Other than seeing that the BoE, QVF team, and state legislators are working together and have identified most if not all implementation challenges, there is much work to be yet to be completed either by way of legislative action, QVF software modifications, and training of clerks and voters.
- **Safety First – Preparing for the Unimaginable:** Main takeaways - Be vigilant in awareness of suspicious activity; communicate to authorities immediately; de-escalate if possible; run/hide/defend, and know your surroundings in advance – alternative exits, safe places to hide if cannot escape, and be aware of potential improvisational weapons such as fire extinguishers or other heavy objects if you need to defend yourself. And if you do need to defend yourself, do so like your life depends on it – because it does! A list of recommended Emergency Kit components was also recommended.
- **Keep Calm and Carry On:** Offered guidance on how to deal with angry and aggressive individuals at board meetings and determining when free speech crosses the line. The basic message was to keep calm, listen carefully to the person's complaint, reflect back what they said so they know you are listening, and respond to their complaint the extent possible, even if it's simply to invite them back for further discussion. The presenters strongly recommended that every township have a comprehensive public facility use policy on hand. Many reasons were given, both legal and practical. A detailed presentation is available for review of details.
- **Know your Boundaries:** We learned about several historically successful Township defenses to Annexation from attorney firm "Fahey

<p>Schultz Burzych Rhodes PLC", as well as City strategies for annexing properties while avoiding involvement by the State Boundary Commission. The strategies presented are complex and many, if not all, may not be applicable for our particular situation. Our take away is that, should Pentwater Village move forward with becoming a city, it would be good for the township spend an hour reviewing our particular situation with this firm to determine what if any defensive strategies may be worth pursuing.</p> <ul style="list-style-type: none"> We also attended opening and closing events and met with and established connections with several of our elected counterparts elsewhere in the state. We compared notes on how each other's township operates pertaining to things like jurisdiction size, handling of payroll, expenditure authorization process, distribution of duties, elected officials board reporting, etc. 	
<p>Treasure Douglas' report was received and placed on file. Also see elsewhere in this packet.</p>	<p>TREASURER'S REPORT</p>
<p>The following reports were received and placed on file:</p> <ul style="list-style-type: none"> Library, Fire Department, and Recreation 	<p>OTHER DEPARTMENTAL REPORTS Library, Fire Department Recreation and Assessor</p>
<p>The following Staff reports were received and placed on file:</p> <ul style="list-style-type: none"> Deputy Supervisor, Zoning Administrator & Ordinance Enforcement Officer Assessor Transfer Station Cemetery 	<p>STAFF REPORTS Zoning, Assessing, Cemetery, Transfer Station</p>
<p>Unfinished Business: a. None</p>	<p>UNFINISHED BUSINESS a)</p>
<p>New Business: City Committee Presentation of Final CRC Report</p> <p>City Committee chairperson Karl Schruppf and former Township Supervisor Dave Spitler summarized the final CRC report and spoke to several highlights therein, including an estimated 34% reduction in General Fund revenues should the village move forward with City designation.</p> <p>The committee will now develop a plan for communication of the report's findings to the general public.</p> <p>Motion by Holub, seconded by Douglas to accept the final CRC report as presented.</p>	<p>NEW BUSINESS a) City Committee Presentation of Final CRC Report</p>

<p>Roll call vote: Ayes: Holub, Flynn, Douglas, Murphy, Cavazos Nays: None Motion: Carries</p>	
<p>New Business:</p> <p>b. Assign Lisa McKinney as Treasurer Designate June 2023 thru August of 2023</p> <p>Treasurer Douglas indicated that she would be unavailable during all or portions of the above timeframe and so proposed that former Deputy Supervisor and Deputy Treasurer Lisa McKinney be assigned Treasurer Designate during this period. She also indicated that this assignment would have no adverse impact on the Treasurer’s current fiscal year budget.</p> <p>Motion by Douglas, seconded by Holub to approve Lisa McKinney as the Treasurer Designate for the period June 2023 thru August 2023.</p> <p>Roll call vote: Ayes: Holub, Flynn, Douglas, Murphy, Cavazos Nays: None Motion: Carries</p>	<p>NEW BUSINESS b) Assignment of Treasurer Designate</p>
<p>New Business:</p> <p>c) Proposal for Ryan’s Lawn Care to provide Mowing and Trimming Services for the Township Hall</p> <p>Motion by Cavazos, seconded by Murphy to approve the proposal submitted by Ryan’s Lawn Care to provide mowing and trimming services for the Township Hall</p> <p>Roll call vote: Ayes: Flynn, Douglas, Murphy, Cavazos, Holub Nays: None Motion: Carries</p>	<p>NEW BUSINESS c) Mowing & Trimming Services for Township Hall</p>
<p>New Business:</p> <p>d) Proposed Increase to Supervisor Spend Limit without Board Approval</p> <p>This proposal was presented because of the Township’s new sewer and sanitary system responsibilities, and the potential for prompt authorization of payment should sewer system emergencies arise.</p> <p>Motion by Douglas, seconded by Murphy to approve an increase in the Supervisor’s spend limit from \$1,000 to \$5,000.</p> <p>Roll call vote: Yeas: Douglas, Holub, Murphy, Cavazos, Flynn Nays: None Motion: Carries</p>	<p>NEW BUSINESS d) Increased Supervisor’s Spend Limit without Board Approval</p>
<p>New Business:</p>	<p>NEW BUSINESS e) Cemetery Ordinance</p>

<p>e) Ordinance to amend Ordinance 2021-1, The Amended and Restated Pentwater Township Cemetery Ordinance</p> <p>Motion by Holub, seconded by Flynn to approve Ordinance 2023-1 that clarifies the Cemetery Ordinance regarding vault requirements at the Pentwater Cemetery</p> <p>Roll call vote: Yeas: Murphy, Holub, Flynn, Douglas, Cavazos Nays: None Motion: Carries</p>	<p>2023-1</p>
<p>New Business:</p> <p>f) Resolution to Adjust Sewer Rates and Charges for the Sanitary Sewer System</p> <p>Motion by Cavazos, seconded by Douglas to approve Resolution 2023-14 that approves the Sewer Rates and Charges for the sanitary sewer system for the current fiscal year (current fiscal year language confirmed at Board meeting)</p> <p>Roll call vote: Yeas: Murphy, Holub, Flynn, Douglas, Cavazos Nays: None Motion: Carries</p>	<p>NEW BUSINESS f) RESOLUTION 2023-14 Resolution to Adjust Sewer Rates and Charges for the Sanitary Sewer System</p>
<p>New Business:</p> <p>g) Deputy Supervisor Request for Additional Hours of Work</p> <p>Motion by Douglas, seconded by Murphy to approve an increase in hours for the Deputy Supervisor for extensive work in implementing the Township Sanitary Sewer System.</p> <p>Roll call vote: Yeas: Murphy, Holub, Flynn, Douglas, Cavazos Nays: None Motion: Carries</p> <p>Motion by Cavazos, seconded by Douglas to approve payment to Deputy Supervisor at an hourly rate of \$31.77/hour through the Fall of 2023.</p> <p>Roll call vote: Yeas: Murphy, Holub, Flynn, Douglas, Cavazos Nays: None Motion: Carries</p>	<p>NEW BUSINESS g) Proposal for Deputy Supervisor Additional Hours of Work</p>
<p>New Business:</p> <p>h) Proposal to Increase Clerk Wages for Performance of Non-Statutory Cemetery Duties</p> <p>The Board felt there had been insufficient time to review the written request and so tabled it for further review at the next Board meeting.</p> <p>Motion by Flynn, seconded by Holub to table this discussion until next Board Meeting</p>	<p>NEW BUSINESS h) Proposal to Increase Clerk Wages for Performance of Non-Statutory Cemetery Duties</p>

<p>Roll call vote: Yeas: Holub, Flynn, Douglas, Cavazos Nays: Murphy Motion: Carries</p>	
<ul style="list-style-type: none"> • Mary Barker noted that the library will have copies available for public review of both the Village and Township reports regarding impacts of the village potentially becoming a city. She also noted the fact that, should the village become a city, it will result in the need to change the library's board makeup. • Kendra Flynn commented that both she and Mary Barker noted several items in the Township's report need to be revised and/or corrected. Mary will work with Karl Schrumph to address these. • Kyle Jansen noted that the Village City Committee will hold a public meeting on June 5th at 6:00PM to review their report and obtain community feedback. • Amy LaBarge commented that, should the village become a city, the process will take 3 to 5 years, and so there is plenty of time to work out various details between the city and the township. She also noted errors in the Township report pertaining to the Fire Department, and that the distinction referenced in the report distinguishing between full time and part-time residents is moot regarding tax obligations. 	<p>PUBLIC COMMENTS</p>
<p>None</p>	<p>OTHER ITEMS from BOARD MEMBERS</p>
<p>Moved by Douglas and seconded by Flynn to adjourn the meeting at 7:50 PM. Motion carried.</p>	<p>ADJOURNMENT</p>
<p>_____</p> <p>Maureen Murphy, Township Clerk</p>	<p>Prepared by Deputy Clerk Glenn Beavis</p>

<p>Fire Fund:</p> <ul style="list-style-type: none"> • Not reviewed. No changes made. <p>Cemetery Fund:</p> <ul style="list-style-type: none"> • Expected revenue increased by \$5,780 & expected appropriations decreased by \$4,048. • The above appropriations include a proposed \$3,000 clerk's salary for performing non-statutory cemetery duties which is more than offset by a \$6,760 reduction in Administrative Fees. <p>Sewer Fund:</p> <ul style="list-style-type: none"> • Expected revenue increased by \$50,000 to reflect an Interfund Transfer In of \$50,000 "seed money" from the General Fund. • Expected appropriations increased by \$83,000 to reflect the \$50,000 "seed money" noted above, \$33,000 of sewer related expenditures that were paid for out of the General Fund prior to establishing the Sewer Fund, and a proposed \$3,000 treasurer's salary for performing the new task of billing and collecting payments for the Township's sewer systems. • The full \$83,000 is expected to be paid back to the General Fund, but likely will not be paid back fully during the current fiscal year. A workable payback schedule will be developed at which point the current fiscal year appropriation will be adjusted accordingly. <p>ARPA Fund:</p> <ul style="list-style-type: none"> • Expected revenue increased by \$600. No changes were made to appropriations. 	
<p>The Budget Review was adjourned at 1:10 p.m.</p>	<p>ADJOURNMENT</p>
<p>_____</p> <p>Maureen Murphy, Township Clerk</p>	<p>_____</p> <p>Date</p> <p>Minutes Prepared by Glenn Beavis, Deputy Clerk</p>

User: GLENN

PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE 05/31/2023	ACTIVITY FOR MONTH 05/31/2023 INCREASE (DECREASE)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	NORMAL			NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Revenues								
Dept 000								
101-000-401.000	FROM PREV YEAR-END	98,387.23		0.00	0.00	98,387.23		0.00
101-000-402.000	CURRENT REAL PROPERTY	299,244.00		0.00	0.00	299,244.00		0.00
101-000-405.000	TAX ADMINISTRATION FEE	60,700.00		0.00	0.00	60,700.00		0.00
101-000-411.000	DELINQUENT REAL PROP TAX	0.00		13,219.51	13,219.51	(13,219.51)		100.00
101-000-429.000	COMM FOREST TAX	20.00		0.00	0.00	20.00		0.00
101-000-432.000	STATE PMT IN LIEU OF TAX (PILT)	3,300.00		0.00	0.00	3,300.00		0.00
101-000-434.000	TRAILER PARK TAX	200.00		0.00	0.00	200.00		0.00
101-000-445.000	PENALTY & INTEREST TAXES	100.00		0.00	0.00	100.00		0.00
101-000-477.000	FRANCHISE FEES (CHARTER COMM)	8,000.00		1,812.54	1,812.54	6,187.46		22.66
101-000-479.000	ZONING PERMIT FEES	2,000.00		260.00	120.00	1,740.00		13.00
101-000-481.000	PLANNING COMMISSION REVIEW FEES	1,050.00		400.00	400.00	650.00		38.10
101-000-546.000	METRO ACT	3,900.00		0.00	0.00	3,900.00		0.00
101-000-549.000	ELECTION REIMBURSEMENT	4,900.00		0.00	0.00	4,900.00		0.00
101-000-574.000	STATE SHARED REVENUE	56,100.00		12,192.00	12,192.00	43,908.00		21.73
101-000-603.000	ZBA FEES	1,600.00		800.00	400.00	800.00		50.00
101-000-628.000	TRANSFER SITE FEES	11,200.00		2,839.00	1,825.00	-8,361.00		25.35
101-000-664.000	INTEREST INCOME	300.00		2,045.11	9.46	(1,745.11)		681.70
101-000-672.000	OTHER REVENUE	1,400.00		142.58	0.00	1,257.42		10.18
101-000-686.000	MISCELLANEOUS	4,500.00		0.00	0.00	4,500.00		0.00
Total Dept 000		556,901.23		33,710.74	29,978.51	523,190.49		6.05
TOTAL REVENUES		556,901.23		33,710.74	29,978.51	523,190.49		6.05
Expenditures								
Dept 101 - TOWNSHIP BOARD								
101-101-702.000	SALARIES & WAGES	3,307.50		665.70	268.84	2,641.80		20.13
101-101-705.000	EMPLOYER FICA CONTRIB	253.02		50.91	20.55	202.11		20.12
Total Dept 101 - TOWNSHIP BOARD		3,560.52		716.61	289.39	2,843.91		20.13
Dept 171 - SUPERVISOR								
101-171-702.000	SALARIES & WAGES	35,653.80		5,942.32	2,971.16	29,711.48		16.67
101-171-702.001	DEPUTY WAGES	9,178.03		1,927.66	963.83	7,250.37		21.00
101-171-705.000	EMPLOYER FICA CONTRIB	3,429.63		602.06	301.03	2,827.57		17.55
101-171-910.000	EDUCATION/TRAINING	1,000.00		0.00	0.00	1,000.00		0.00
101-171-913.000	TRAVEL	400.00		596.93	488.20	(196.93)		149.23
Total Dept 171 - SUPERVISOR		49,661.46		9,068.97	4,724.22	40,592.49		18.26
Dept 215 - CLERK								
101-215-702.000	SALARIES & WAGES	35,653.80		5,942.32	2,971.16	29,711.48		16.67
101-215-702.001	DEPUTY WAGES	26,773.95		5,072.56	3,038.95	21,701.39		18.95
101-215-705.000	EMPLOYER FICA CONTRIB	4,775.72		876.05	464.73	3,899.67		18.34
101-215-707.000	PAID TIME OFF	0.00		245.14	0.00	(245.14)		100.00
101-215-812.000	REC SECRETARY	500.00		191.70	64.93	308.30		38.34
101-215-860.000	TRAVEL EXPENSES	0.00		13.20	13.20	(13.20)		100.00
101-215-910.000	EDUCATION/TRAINING	2,000.00		106.36	106.36	1,893.64		5.32
101-215-913.000	TRAVEL	3,000.00		1,652.66	1,524.02	1,347.34		55.09
101-215-955.000	MISCELLANEOUS	0.00		27.54	27.54	(27.54)		100.00

User: GLENN

PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE 05/31/2023	ACTIVITY FOR MONTH 05/31/2023	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	NORMAL			NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Expenditures								
Total Dept 215 - CLERK		72,703.47		14,127.53	8,210.89		58,575.94	19.43
Dept 247 - BOARD OF REVIEW								
101-247-702.000	SALARIES & WAGES	1,102.50		0.00	0.00		1,102.50	0.00
101-247-705.000	EMPLOYER FICA CONTRIB	84.34		0.00	0.00		84.34	0.00
101-247-860.000	TRAVEL EXPENSES	100.00		0.00	0.00		100.00	0.00
101-247-910.000	EDUCATION/TRAINING	125.00		0.00	0.00		125.00	0.00
101-247-955.000	MISCELLANEOUS	500.00		0.00	0.00		500.00	0.00
Total Dept 247 - BOARD OF REVIEW		1,911.84		0.00	0.00		1,911.84	0.00
Dept 253 - TREASURER								
101-253-702.000	SALARIES & WAGES	35,653.80		5,942.32	2,971.16		29,711.48	16.67
101-253-702.001	DEPUTY WAGES	12,377.40		88.40	88.40		12,289.00	0.71
101-253-705.000	EMPLOYER FICA CONTRIB	3,674.39		461.34	234.05		3,213.05	12.56
101-253-752.000	SUPPLIES/EQUIPMENT	500.00		0.00	0.00		500.00	0.00
101-253-802.000	PROF SERV SOFTW	4,250.00		0.00	0.00		4,250.00	0.00
101-253-851.000	POSTAGE	4,300.00		70.00	0.00		4,230.00	1.63
101-253-910.000	EDUCATION/TRAINING	2,500.00		0.00	0.00		2,500.00	0.00
101-253-913.000	TRAVEL	2,000.00		1,636.56	1,636.56		363.44	81.83
101-253-955.000	MISCELLANEOUS	100.00		281.25	0.00		(181.25)	281.25
Total Dept 253 - TREASURER		65,355.59		8,479.87	4,930.17		56,875.72	12.97
Dept 257 - ASSESSOR								
101-257-702.000	SALARIES & WAGES	54,680.85		9,113.34	4,556.67		45,567.51	16.67
101-257-705.000	EMPLOYER FICA CONTRIB	4,183.09		697.17	348.59		3,485.92	16.67
101-257-802.001	PROF SERVICES - ATTY	2,000.00		992.00	992.00		1,008.00	49.60
101-257-804.000	PROF SER SOFTWA	2,135.00		0.00	0.00		2,135.00	0.00
101-257-851.000	POSTAGE	3,000.00		0.00	0.00		3,000.00	0.00
Total Dept 257 - ASSESSOR		65,998.94		10,802.51	5,897.26		55,196.43	16.37
Dept 262 - ELECTION								
101-262-702.000	SALARIES & WAGES	8,268.75		0.00	0.00		8,268.75	0.00
101-262-705.000	EMPLOYER FICA CONTRIB	632.56		0.00	0.00		632.56	0.00
101-262-752.000	SUPPLIES/EQUIPMENT	6,000.00		0.00	0.00		6,000.00	0.00
101-262-801.000	ELECT SERV VILL	4,900.00		0.00	0.00		4,900.00	0.00
101-262-802.000	ELECT OTHER CON	250.00		0.00	0.00		250.00	0.00
101-262-815.000	EDUCATION/TRAINING	2,000.00		0.00	0.00		2,000.00	0.00
101-262-851.000	POSTAGE	4,000.00		0.00	0.00		4,000.00	0.00
101-262-910.000	EDUCATION/TRAINING	2,000.00		0.00	0.00		2,000.00	0.00
101-262-913.000	TRAVEL	500.00		0.00	0.00		500.00	0.00
101-262-955.000	MISCELLANEOUS	1,750.00		2.17	2.17		1,747.83	0.12
Total Dept 262 - ELECTION		30,301.31		2.17	2.17		30,299.14	0.01
Dept 265 - TOWNSHIP								
101-265-705.000	EMPLOYER FICA CONTRIB	449.82		40.90	31.04		408.92	9.09
101-265-706.000	CUSTODIAL WAGES	5,880.00		534.68	405.84		5,345.32	9.09
101-265-752.000	SUPPLIES/EQUIPMENT	6,000.00		761.09	370.11		5,238.91	12.68

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PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BGD USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND							
Expenditures							
101-265-802.000	PROF SERV SOFTWARE	5,550.00	1,885.91	590.00		3,664.09	33.98
101-265-804.000	PROF SERV-ATTOR	10,000.00	63.00	63.00		9,937.00	0.63
101-265-805.000	PROF SERV-AUDIT	5,500.00	0.00	0.00		5,500.00	0.00
101-265-806.000	OTHER SERVICES	2,100.00	0.00	0.00		2,100.00	0.00
101-265-806.001	PROF SERV INFO	6,250.00	1,324.68	539.68		4,925.32	21.19
101-265-807.000	PROF SERV WEB	1,000.00	50.00	0.00		950.00	5.00
101-265-808.000	BUOYS	350.00	0.00	0.00		350.00	0.00
101-265-828.000	BANK FEES	1,600.00	540.00	0.00		1,060.00	33.75
101-265-829.000	PERMITS	0.00	40.00	40.00		(40.00)	100.00
101-265-850.000	UTIL PH/INTERNE	4,000.00	607.30	303.65		3,392.70	15.18
101-265-851.000	POSTAGE	3,200.00	0.00	0.00		3,200.00	0.00
101-265-854.000	COPYING	300.00	1,659.06	1,659.06		(1,359.06)	553.02
101-265-855.000	OTHER SER/CHGS	2,400.00	371.80	278.85		2,028.20	15.49
101-265-860.000	TRAVEL EXPENSES	100.00	0.00	0.00		100.00	0.00
101-265-900.000	PRINT/PUBLISH	3,000.00	524.70	238.50		2,475.30	17.49
101-265-900.001	PRINT/PUB NOTIC	1,200.00	357.75	0.00		842.25	29.81
101-265-910.000	EDUCATION/TRAINING	1,000.00	0.00	0.00		1,000.00	0.00
101-265-915.000	MEMBER/DUES	6,000.00	0.00	0.00		6,000.00	0.00
101-265-915.001	MEM/DUES MML	250.00	0.00	0.00		250.00	0.00
101-265-915.002	MEM/DUES OTHER	500.00	0.00	0.00		500.00	0.00
101-265-920.000	UTILITIES	7,400.00	989.28	337.23		6,410.72	13.37
101-265-932.000	REP/MAIN MOW/SN	2,000.00	0.00	0.00		2,000.00	0.00
101-265-934.000	REP/MAIN CUSTOD	500.00	0.00	0.00		500.00	0.00
101-265-934.003	REP/MAIN MISC	6,000.00	0.00	0.00		6,000.00	0.00
101-265-935.000	INSURANCE/BONDS	10,050.00	0.00	0.00		10,050.00	0.00
101-265-937.000	WORK COMP	1,500.00	1,123.50	0.00		376.50	74.90
101-265-940.000	COPY MACH RENT	1,500.00	229.44	111.92		1,270.56	15.30
101-265-940.001	POST MACH RENT	500.00	85.26	85.26		414.74	17.05
101-265-955.000	MISCELLANEOUS	5,000.00	51,163.93	50,450.14		(46,163.93)	1,023.28
101-265-970.000	CAP OUT-COMPUTE	2,500.00	0.00	0.00		2,500.00	0.00
101-265-970.002	CAP OUT-BLDG	1,000.00	0.00	0.00		1,000.00	0.00
101-265-970.003	CAP OUT OTHER	30,000.00	0.00	0.00		30,000.00	0.00
101-265-970.004	CAP OUT BLD REP	3,000.00	0.00	0.00		3,000.00	0.00
101-265-995.000	TRANSFERS OUT	6,200.00	0.00	0.00		6,200.00	0.00
Total Dept 265 - TOWNSHIP		143,779.82	62,352.28	55,504.28		81,427.54	43.37
Dept 526 - TRANSFER STATION							
101-526-702.000	SALARIES & WAGES	14,120.40	2,269.75	1,562.94		11,850.65	16.07
101-526-705.000	EMPLOYER FICA CONTRIB	1,080.21	173.63	119.56		906.58	16.07
101-526-752.000	SUPPLIES/EQUIPMENT	300.00	0.00	0.00		300.00	0.00
101-526-802.000	CONTRACTUAL SER	1,000.00	0.00	0.00		1,000.00	0.00
101-526-900.000	PRINT/PUBLISH	500.00	0.00	0.00		500.00	0.00
101-526-934.000	REP/MAINT	1,000.00	0.00	0.00		1,000.00	0.00
101-526-940.000	RENTALS	21,000.00	2,332.89	1,732.89		18,667.11	11.11
101-526-940.001	EQUIP RENT/JONS	1,000.00	157.50	105.00		842.50	15.75
101-526-956.000	MISCELLANEOUS	600.00	0.00	0.00		600.00	0.00
Total Dept 526 - TRANSFER STATION		40,600.61	4,933.77	3,520.39		35,666.84	12.15
Dept 597 - DOC/RECREATION/PLIB							
101-597-802.000	CONT SER DOCK	1,000.00	350.00	350.00		650.00	35.00
101-597-804.000	CONT SERV REC	7,500.00	0.00	0.00		7,500.00	0.00
101-597-804.100	PARK PLACE	7,500.00	0.00	0.00		7,500.00	0.00

PERIOD ENDING 05/31/2023

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	05/31/2023	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-597-805.000	CONT SERV PLIB	6,000.00	0.00	0.00	6,000.00	0.00
101-597-934.000	REP/MAIN BOAT	5,000.00	0.00	0.00	5,000.00	0.00
101-597-955.000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 597 - DOC/RECREATION/PLIB		28,000.00	350.00	350.00	27,650.00	1.25
Dept 701 - PLANNING COMMISSION						
101-701-702.000	SALARIES/WAGES	2,310.00	433.60	0.00	1,876.40	18.77
101-701-705.000	EMPLOYER FICA CONTRIB	176.72	33.17	0.00	143.55	18.77
101-701-802.000	PROF SERV ATTORNEY	1,000.00	0.00	0.00	1,000.00	0.00
101-701-804.000	PROF SERV CONSULTANT	500.00	0.00	0.00	500.00	0.00
101-701-805.000	MASTER PLAN UPDATE	3,000.00	812.55	187.90	2,187.45	27.09
101-701-812.000	RECORDING SECRETARY	375.00	0.00	0.00	375.00	0.00
101-701-900.000	NEWSPAPER PUBLICATIONS	500.00	253.50	0.00	246.50	50.70
101-701-910.000	EDUCATION/TRAINING	100.00	0.00	0.00	100.00	0.00
101-701-913.000	TRAVEL/EXPENSES	100.00	0.00	0.00	100.00	0.00
101-701-964.000	REFUNDS	100.00	0.00	0.00	100.00	0.00
Total Dept 701 - PLANNING COMMISSION		8,161.72	1,532.82	187.90	6,628.90	18.78
Dept 702 - ZONING ADMINISTRATION						
101-702-702.000	SALARIES & WAGES	25,520.27	4,433.47	2,258.03	21,086.80	17.37
101-702-703.000	HEARING OFFICER WAGES	210.00	0.00	0.00	210.00	0.00
101-702-705.000	EMPLOYER FICA CONTRIB	1,968.37	344.12	172.74	1,624.25	17.48
101-702-752.000	SUPPLIES/EQUIPMENT	30.00	0.00	0.00	30.00	0.00
101-702-802.000	PROF SERVICES	11,500.00	440.00	440.00	11,060.00	3.83
101-702-802.001	PROF SER ATTY	3,500.00	846.00	0.00	2,654.00	24.17
101-702-812.000	REC SECRETARY	0.00	64.93	0.00	(64.93)	100.00
101-702-900.000	PRINT/PUBLISH	600.00	0.00	0.00	600.00	0.00
101-702-910.000	EDUCATION/TRAINING	150.00	0.00	0.00	150.00	0.00
101-702-913.000	TRAVEL	100.00	0.00	0.00	100.00	0.00
101-702-964.000	REFUNDS	200.00	0.00	0.00	200.00	0.00
Total Dept 702 - ZONING ADMINISTRATION		43,778.64	6,128.52	2,870.77	37,650.12	14.00
Dept. 703 - ZONING BOARD OF APPEALS						
101-703-702.000	SALARIES & WAGES	703.50	271.41	103.24	432.09	38.58
101-703-705.000	EMPLOYER FICA CONTRIB	53.82	20.76	7.89	33.06	38.57
101-703-802.000	PROF SERV ATTY	750.00	0.00	0.00	750.00	0.00
101-703-900.000	PRINT/PUBLISH	900.00	0.00	0.00	900.00	0.00
101-703-910.000	EDUCATION/TRAINING	150.00	450.00	450.00	(300.00)	300.00
101-703-913.000	TRAVEL	100.00	0.00	0.00	100.00	0.00
101-703-955.000	MISCELLANEOUS	30.00	0.00	0.00	30.00	0.00
101-703-964.000	REFUNDS	400.00	0.00	0.00	400.00	0.00
Total Dept 703 - ZONING BOARD OF APPEALS		3,087.32	742.17	561.13	2,345.15	24.04
TOTAL EXPENDITURES		556,901.24	119,237.22	87,048.57	437,664.02	21.41

Fund 101 - GENERAL FUND:

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP
 PERIOD ENDING 05/31/2023
 % Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
	TOTAL REVENUES	556,901.23	33,710.74	29,978.51	523,190.49	6.05
	TOTAL EXPENDITURES	556,901.24	119,237.22	87,048.57	437,664.02	21.41
	NET OF REVENUES & EXPENDITURES	(0.01)	(85,526.48)	(57,070.06)	85,526.47	855,264,

PERIOD ENDING 05/31/2023

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	05/31/2023	MONTH 05/31/2023	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 204 - ROAD FUND						
Revenues						
Dept 000						
204-000-402.000	CURRENT REAL PR	122,000.00	0.00	0.00	122,000.00	0.00
204-000-411.000	DEL REAL P TAX	0.00	4,334.27	4,334.27	(4,334.27)	100.00
204-000-664.000	INTEREST INCOME	145.00	488.08	0.00	(343.08)	336.61
204-000-699.000	TRANSFER IN	6,200.00	0.00	0.00	6,200.00	0.00
Total Dept 000		128,345.00	4,822.35	4,334.27	123,522.65	3.76
TOTAL REVENUES		128,345.00	4,822.35	4,334.27	123,522.65	3.76
Expenditures						
Dept 000						
204-000-702.000	SALARIES & WAGES	1,517.25	433.60	433.60	1,083.65	28.58
204-000-705.000	EMPLOYER FICA CONTRIB	116.07	33.18	33.18	82.89	28.59
204-000-805.000	PROF SERV-AUDIT	560.00	0.00	0.00	560.00	0.00
204-000-930.000	REP/MAIN BRINE	8,029.46	0.00	0.00	8,029.46	0.00
204-000-934.002	REP/MAIN INTERI	118,122.22	0.00	0.00	118,122.22	0.00
Total Dept 000		128,345.00	466.78	466.78	127,878.22	0.36
TOTAL EXPENDITURES		128,345.00	466.78	466.78	127,878.22	0.36
Fund 204 - ROAD FUND:						
TOTAL REVENUES		128,345.00	4,822.35	4,334.27	123,522.65	3.76
TOTAL EXPENDITURES		128,345.00	466.78	466.78	127,878.22	0.36
NET OF REVENUES & EXPENDITURES		0.00	4,355.57	3,867.49	(4,355.57)	100.00

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PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-401.000	FROM PREV YEAR-END	50,991.84	0.00	0.00	50,991.84	0.00
206-000-402.000	CURR REAL P TAX	242,150.93	0.00	0.00	242,150.93	0.00
206-000-402.100	CURR PROP TAX - EQUIPMENT	121,924.73	0.00	0.00	121,924.73	0.00
206-000-411.000	DEL REAL P TAX	0.00	8,608.86	8,608.86	(8,608.86)	100.00
206-000-411.100	DEL REAL TX FIRE APPARTUS	0.00	4,334.27	4,334.27	(4,334.27)	100.00
206-000-552.001	STATE GRANTS FIRE	3,500.00	0.00	0.00	3,500.00	0.00
206-000-664.000	INTEREST INCOME	0.00	1,690.77	4.67	(1,690.77)	100.00
206-000-676.009	MFR REIMBURSE	27,000.00	23,980.00	0.00	3,020.00	88.81
Total Dept 000		445,567.50	38,613.90	12,947.80	406,953.60	8.67
TOTAL REVENUES		445,567.50	38,613.90	12,947.80	406,953.60	8.67
Expenditures						
Dept 336 - FIRE						
206-336-702.000	SALARIES & WAGES	95,000.00	960.00	727.50	94,040.00	1.01
206-336-705.000	EMPLOYER FICA CONTRIB	7,267.50	73.44	55.65	7,194.06	1.01
206-336-721.000	UNIFORMS	1,500.00	1,920.96	1,817.66	(420.96)	128.06
206-336-725.000	MUTA EXPENSE	300.00	0.00	0.00	300.00	0.00
206-336-752.000	SUPPLIES/EQUIPMENT	17,000.00	3,940.48	154.11	13,059.52	23.18
206-336-800.000	PROF/CONTRACT SERVICES	2,000.00	180.00	0.00	1,820.00	9.00
206-336-802.000	PROF SERVICES - SOFTWARE	1,000.00	1,277.67	0.00	(277.67)	127.77
206-336-805.000	PROF SERV-AUDIT	600.00	0.00	0.00	600.00	0.00
206-336-828.000	BANK FEES	500.00	35.00	0.00	465.00	7.00
206-336-851.000	POSTAGE	300.00	98.05	0.00	201.95	32.68
206-336-880.000	COMM PROMOTION	1,500.00	0.00	0.00	1,500.00	0.00
206-336-900.000	PRINT/PUBLISH	1,000.00	0.00	0.00	1,000.00	0.00
206-336-910.000	EDUCATION/TRAINING	2,000.00	1,250.00	0.00	750.00	62.50
206-336-913.000	TRAVEL	5,000.00	0.00	0.00	5,000.00	0.00
206-336-915.000	MEMBER/DUES	500.00	0.00	0.00	500.00	0.00
206-336-920.000	UTILITIES	14,000.00	2,039.13	1,221.03	11,960.87	14.57
206-336-931.000	REP/MAINT	42,000.00	1,810.00	335.00	40,190.00	4.31
206-336-935.000	INSURANCE	26,000.00	25,181.00	0.00	819.00	96.85
206-336-941.000	CONTINGENCY	2,000.00	0.00	0.00	2,000.00	0.00
206-336-955.000	MISCELLANEOUS	1,000.00	39.00	0.00	961.00	3.90
206-336-970.000	CAPITAL OUTLAY	101,000.00	43,476.55	31,352.35	57,523.45	43.05
206-336-991.000	DEBT SERVICE	0.00	2,474.66	0.00	(2,474.66)	100.00
206-336-991.100	DEBT SERVICE - PRINCIPAL	120,000.00	119,333.33	119,333.33	666.67	99.44
206-336-991.200	DEBT SERVICE - INTEREST	4,100.00	2,267.34	2,267.34	1,832.66	55.30
Total Dept 336 - FIRE		445,567.50	206,356.61	157,263.97	239,210.89	46.31
TOTAL EXPENDITURES		445,567.50	206,356.61	157,263.97	239,210.89	46.31
Fund 206 - FIRE FUND:						
TOTAL REVENUES		445,567.50	38,613.90	12,947.80	406,953.60	8.67
TOTAL EXPENDITURES		445,567.50	206,356.61	157,263.97	239,210.89	46.31
NET OF REVENUES & EXPENDITURES		0.00	(167,742.71)	(144,316.17)	167,742.71	100.00

User: GLENN

PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BGDY USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 209 - CEMETERY FUND							
Revenues							
Dept 000							
209-000-401.000	PAR PREV YE BAL	13,066.08	0.00	0.00		13,066.08	0.00
209-000-402.000	CURR PROP TAX	83,720.17	0.00	0.00		83,720.17	0.00
209-000-411.000	DEL REAL PP TAX	0.00	2,975.85	2,975.85		(2,975.85)	100.00
209-000-626.000	INTERMENT FEES	3,000.00	550.00	550.00		2,450.00	18.33
209-000-645.000	LOT SALES	10,700.00	400.00	300.00		10,300.00	3.74
209-000-646.000	COLUM SALES	6,300.00	2,300.00	0.00		4,000.00	36.51
209-000-647.000	SCAT GAR BRICK	300.00	0.00	0.00		300.00	0.00
209-000-664.000	INTEREST INCOME	100.00	690.08	11.08		(590.08)	690.08
209-000-671.000	OTHER INCOME	2,400.00	740.00	580.00		1,660.00	30.83
Total Dept 000		119,586.25	7,655.93	4,416.93		111,930.32	6.40
TOTAL REVENUES		119,586.25	7,655.93	4,416.93		111,930.32	6.40
Expenditures							
Dept 567 - CEMETERY							
209-567-702.000	SALARIES & WAGES	17,890.95	3,545.31	1,490.99		14,345.64	19.82
209-567-704.001	CEMETERY ASSISTANT	3,000.00	742.56	742.56		2,257.44	24.75
209-567-705.000	EMPLOYER FICA CONTRIB	2,115.30	328.03	170.87		1,787.27	15.51
209-567-752.000	SUPPLIES/EQUIPMENT	3,000.00	1,310.26	1,217.77		1,689.74	43.68
209-567-801.000	PROF SERV-ATTOR	1,500.00	0.00	0.00		1,500.00	0.00
209-567-802.000	PRO SERV SOFTWA	2,100.00	1,277.67	0.00		822.33	60.84
209-567-804.000	PROF SERV MAP	250.00	0.00	0.00		250.00	0.00
209-567-805.000	PRO SERV AUDIT	400.00	0.00	0.00		400.00	0.00
209-567-806.000	COLUM PLAQUES	3,200.00	0.00	0.00		3,200.00	0.00
209-567-807.000	BRICK ENGRAVING	300.00	0.00	0.00		300.00	0.00
209-567-810.000	FOUNDATION EXP	350.00	1,693.73	1,693.73		(1,343.73)	483.92
209-567-828.000	BANK FEES	420.00	62.00	0.00		358.00	14.76
209-567-830.008	ADMIN EXPENSE	6,760.00	0.00	0.00		6,760.00	0.00
209-567-851.000	POSTAGE	0.00	44.53	0.00		(44.53)	100.00
209-567-900.000	PRINT/PUBLISH	300.00	0.00	0.00		300.00	0.00
209-567-910.000	EDUCATION/TRAINING	0.00	160.00	160.00		(160.00)	100.00
209-567-920.000	UTILITIES	3,200.00	581.43	481.02		2,618.57	18.17
209-567-928.000	REFUNDS	2,000.00	200.00	0.00		1,800.00	10.00
209-567-930.000	REP/MAINT BLDGS	500.00	0.00	0.00		500.00	0.00
209-567-930.001	REP/MAINT GROUN	7,500.00	3,000.00	0.00		4,500.00	40.00
209-567-931.000	REP/MAINT EQUIP	2,000.00	0.00	0.00		2,000.00	0.00
209-567-931.001	REP/MAINT IRRIG	9,000.00	0.00	0.00		9,000.00	0.00
209-567-935.000	INSURANCE	2,500.00	374.50	0.00		2,125.50	14.98
209-567-955.000	MISCELLANEOUS	1,300.00	0.00	0.00		1,300.00	0.00
209-567-970.000	CAPITAL OUTLAY	50,000.00	0.00	0.00		50,000.00	0.00
Total Dept 567 - CEMETERY		119,586.25	13,320.02	5,956.94		106,266.23	11.14
TOTAL EXPENDITURES		119,586.25	13,320.02	5,956.94		106,266.23	11.14
Fund 209 - CEMETERY FUND:							
TOTAL REVENUES		119,586.25	7,655.93	4,416.93		111,930.32	6.40
TOTAL EXPENDITURES		119,586.25	13,320.02	5,956.94		106,266.23	11.14
NET OF REVENUES & EXPENDITURES		0.00	(5,664.09)	(1,540.01)		5,664.09	100.00

PERIOD ENDING 05/31/2023

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDT USED
		ORIGINAL BUDGET		05/31/2023	MONTH 05/31/2023	NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
					INCREASE (DECREASE)			

User: GLENN

PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 286 - AMERICAN RESCUE PLAN						
Revenues						
Dept 000						
286-000-528.000	FEDERAL GRANTS - OTHER	67,017.00	0.00	0.00	67,017.00	0.00
286-000-665.000	INTEREST	0.00	285.05	0.00	(285.05)	100.00
Total Dept 000		67,017.00	285.05	0.00	66,731.95	0.43
TOTAL REVENUES		67,017.00	285.05	0.00	66,731.95	0.43
Expenditures						
Dept 000						
286-000-802.000	EXPENDITURES	67,017.00	0.00	0.00	67,017.00	0.00
Total Dept 000		67,017.00	0.00	0.00	67,017.00	0.00
TOTAL EXPENDITURES		67,017.00	0.00	0.00	67,017.00	0.00
Fund 286 - AMERICAN RESCUE PLAN:						
TOTAL REVENUES		67,017.00	285.05	0.00	66,731.95	0.43
TOTAL EXPENDITURES		67,017.00	0.00	0.00	67,017.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	285.05	0.00	(285.05)	100.00

User: GLENN

PERIOD ENDING 05/31/2023

DB: PENTWATER TWP

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - SEWER FUND						
Revenues						
Dept 000						
592-000-642.000	TWP. SEWER SALES	128,500.00	0.00	0.00	128,500.00	0.00
592-000-656.000	PENALTIES	1,000.00	0.00	0.00	1,000.00	0.00
592-000-699.000	TRANSFER IN	124,000.00	0.00	0.00	124,000.00	0.00
Total Dept 000		253,500.00	0.00	0.00	253,500.00	0.00
TOTAL REVENUES		253,500.00	0.00	0.00	253,500.00	0.00
Expenditures						
Dept 538 - SHARED N&S SEWER EXPENDITURES						
592-538-829.000	STATE PERMITS	3,000.00	0.00	0.00	3,000.00	0.00
592-538-830.001	UTILITY LOCATING SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
592-538-830.002	ENGINEERING SERVICES	26,600.00	2,200.00	2,200.00	24,400.00	8.27
592-538-830.003	OPERATION SERVICES	36,000.00	1,009.86	1,009.86	34,990.14	2.81
592-538-830.004	FINANCIAL CONSULTANT SERVICES	15,000.00	0.00	0.00	15,000.00	0.00
592-538-830.005	LEGAL SERVICES	15,000.00	3,622.50	1,921.50	11,377.50	24.15
592-538-830.006	AUDITOR SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
592-538-830.008	ADMIN EXPENSE	15,000.00	5,860.00	0.00	9,140.00	39.07
592-538-851.100	POSTAGE - SEWER	400.00	0.00	0.00	400.00	0.00
Total Dept 538 - SHARED N&S SEWER EXPENDITURES		118,000.00	12,692.36	5,131.36	105,307.64	10.76
Dept 539 - SHARED N&S SEWER ADMINISTRATION						
592-539-702.000	SALARIES & WAGES	15,000.00	0.00	0.00	15,000.00	0.00
592-539-705.000	EMPLOYER FICA CONTRIB	1,147.50	0.00	0.00	1,147.50	0.00
592-539-830.007	LIABILITY INSURANCE - SEWER	2,500.00	0.00	0.00	2,500.00	0.00
592-539-955.000	MISCELLANEOUS	0.00	172.88	172.88	(172.88)	100.00
592-539-968.100	EQUIPMENT DEPRECIATION	20,000.00	0.00	0.00	20,000.00	0.00
592-539-970.006	CAPITAL OUTLAY - SEWER	2,852.50	0.00	0.00	2,852.50	0.00
Total Dept 539 - SHARED N&S SEWER ADMINISTRATION		41,500.00	172.88	172.88	41,327.12	0.42
Dept 540 - TWP NORTH SEWER EXPENDITURES						
592-540-752.000	SUPPLIES/EQUIPMENT	2,000.00	265.22	265.22	1,734.78	13.26
592-540-800.000	PROF/CONTRACT SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
592-540-920.000	UTILITIES	3,000.00	230.51	220.06	2,769.49	7.68
592-540-931.000	REP/MAINT	10,000.00	0.00	0.00	10,000.00	0.00
592-540-942.000	EQUIPMENT RENTAL	2,000.00	0.00	0.00	2,000.00	0.00
592-540-970.006	CAPITAL OUTLAY - SEWER	40,000.00	0.00	0.00	40,000.00	0.00
Total Dept 540 - TWP NORTH SEWER EXPENDITURES		62,000.00	495.73	485.28	61,504.27	0.80
Dept 541 - TWP SOUTH SEWER EXPENDITURES						
592-541-752.000	SUPPLIES/EQUIPMENT	2,000.00	0.00	0.00	2,000.00	0.00
592-541-800.000	PROF/CONTRACT SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
592-541-920.000	UTILITIES	3,000.00	450.83	300.70	2,549.17	15.03
592-541-931.000	REP/MAINT	10,000.00	240.00	240.00	9,760.00	2.40
592-541-942.000	EQUIPMENT RENTAL	2,000.00	138.71	0.00	1,861.29	6.94
592-541-970.006	CAPITAL OUTLAY - SEWER	10,000.00	0.00	0.00	10,000.00	0.00

PERIOD ENDING 05/31/2023

% Fiscal Year Completed: 16.67

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	05/31/2023 NORMAL (ABNORMAL)	MONTH 05/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 592 - SEWER FUND						
Expenditures						
	Total Dept 541 - TWP SOUTH SEWER EXPENDITURES	32,000.00	829.54	540.70	31,170.46	2.59
TOTAL EXPENDITURES		<u>253,500.00</u>	<u>14,190.51</u>	<u>6,330.22</u>	<u>239,309.49</u>	<u>5.60</u>
Fund 592 - SEWER FUND:						
TOTAL REVENUES		253,500.00	0.00	0.00	253,500.00	0.00
TOTAL EXPENDITURES		<u>253,500.00</u>	<u>14,190.51</u>	<u>6,330.22</u>	<u>239,309.49</u>	<u>5.60</u>
NET OF REVENUES & EXPENDITURES		0.00	(14,190.51)	(6,330.22)	14,190.51	100.00
TOTAL REVENUES - ALL FUNDS		1,570,916.98	85,087.97	51,677.51	1,485,829.01	5.42
TOTAL EXPENDITURES - ALL FUNDS		<u>1,570,916.99</u>	<u>353,571.14</u>	<u>257,066.48</u>	<u>1,217,345.85</u>	<u>22.51</u>
NET OF REVENUES & EXPENDITURES		(0.01)	(268,483.17)	(205,388.97)	268,483.16	2,684.83

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP
 POST DATES 05/11/2023 - 06/14/2023
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GFCKG

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
1657	CARDMEMBER SERVICES	04/28/2023	05/12/2023	4,460.43	0.00	Paid	Y
1658	CHARTER COMMUNICATIONS	05/04/2023	05/12/2023	177.97	0.00	Paid	Y
1659	CINTAS	05/11/2023	05/12/2023	92.95	0.00	Paid	Y
1660	DTE ENERGY	05/05/2023	05/12/2023	110.90	0.00	Paid	Y
1661	JOHNSON SIGN CO.	05/10/2023	05/12/2023	100.00	0.00	Paid	Y
1662	MAUREEN MURPHY	04/30/2023	05/12/2023	106.36	0.00	Paid	Y
1663	OCEANA COUNTY TREASURER	05/05/2023	05/12/2023	27.19	0.00	Paid	Y
1664	QUADIANT, INC	05/06/2023	05/12/2023	85.26	0.00	Paid	Y
1674	INTEGRITY BUSINESS SOLUTIONS	05/15/2023	05/16/2023	113.51	0.00	Paid	Y
1675	JONS TO GO	05/12/2023	05/16/2023	105.00	0.00	Paid	Y
1676	MIKA MYERS	05/11/2023	05/16/2023	992.00	0.00	Paid	Y
1677	MIKA MYERS	05/11/2023	05/16/2023	63.00	0.00	Paid	Y
1678	OCEANA COUNTY TREASURER	05/10/2023	05/16/2023	2.17	0.00	Paid	Y
1679	OCEANA COUNTY TREASURER	05/11/2023	05/16/2023	196.06	0.00	Paid	Y
1691	KEITH EDWARDS	05/08/2023	05/23/2023	73.92	0.00	Paid	Y
1692	KEITH EDWARDS	05/19/2023	05/23/2023	85.54	0.00	Paid	Y
1693	VILLAGE OF PENTWATER	05/22/2023	05/23/2023	40.00	0.00	Paid	Y
1705	CINTAS	05/24/2023	05/30/2023	92.95	0.00	Paid	Y
1706	RICOH USA, INC - 1	05/19/2023	05/30/2023	111.92	0.00	Paid	Y
1713	INTEGRITY BUSINESS SOLUTIONS	05/30/2023	05/31/2023	97.14	0.00	Paid	Y
1722	ANAVON TECHNOLOGY GROUP	06/01/2023	06/02/2023	125.68	125.68	Open	N
1723	RYANS LAWN CARE	06/03/2023	06/02/2023	132.00	132.00	Open	N

# of Invoices:	22	# Due:	2	Totals:	7,391.95	257.68
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 7,391.95 257.68

--- TOTALS BY FUND ---

101 - GENERAL FUND	7,391.95	257.68
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--- TOTALS BY DEPT/ACTIVITY ---

171 - SUPERVISOR	488.20	0.00
215 - CLERK	1,671.12	0.00
253 - TREASURER	1,417.79	0.00
257 - ASSESSOR	992.00	0.00
262 - ELECTION	2.17	0.00
265 - TOWNSHIP	2,265.67	257.68
526 - TRANSFER STATION	105.00	0.00
703 - ZONING BOARD OF APPEALS	450.00	0.00

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP

POST DATES 05/11/2023 - 06/14/2023

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: FDCHK

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
1670	CHARTER COMMUNICATIONS	05/05/2023	05/12/2023	296.41	0.00	Paid	Y
1671	CARDMEMBER SERVICES	04/25/2023	05/12/2023	146.13	0.00	Paid	Y
1672	CONSUMERS ENERGY	04/25/2023	05/12/2023	243.06	0.00	Paid	Y
1673	REPUBLIC SERVICES #240	04/25/2023	05/12/2023	164.80	0.00	Paid	Y
1686	DTE ENERGY	05/05/2023	05/18/2023	124.38	0.00	Paid	Y
1688	WEST SHORE FIRE INC	05/11/2023	05/18/2023	0.00	0.00	Void	Y
1689	WESTSHORE BANK	05/01/2023	05/18/2023	121,600.67	0.00	Paid	Y
1690	3615 N 60TH AVENUE	05/18/2023	05/19/2023	0.00	0.00	Void	Y
1698	LASCKO SERVICES LLC	05/21/2023	05/24/2023	335.00	0.00	Paid	Y
1699	MACQUEEN EMERGENCY	05/23/2023	05/24/2023	31,352.35	0.00	Paid	Y
1700	WITMER PUBLIC SAFETY GROUP	05/23/2023	05/24/2023	7.98	0.00	Paid	Y
1707	CONSUMERS ENERGY	05/25/2023	05/31/2023	224.88	0.00	Paid	Y
1714	MARK HAYNOR	05/18/2023	05/31/2023	1,817.66	0.00	Paid	Y
1715	LARSON AND SON	05/08/2023	06/01/2023	87.95	87.95	Open	N
1716	LARSON AND SON	05/17/2023	06/01/2023	97.96	97.96	Open	N
1717	LARSON AND SON	05/17/2023	06/01/2023	229.79	229.79	Open	N
1718	LARSON AND SON	05/18/2023	06/01/2023	433.95	433.95	Open	N
1719	NYE UNIFORM	05/23/2023	06/01/2023	1,052.62	1,052.62	Open	N
1720	VERIZON	05/24/2023	06/01/2023	76.02	76.02	Open	N
1721	WITMER PUBLIC SAFETY GROUP	05/30/2023	06/01/2023	1,145.81	1,145.81	Open	N

# of Invoices:	20	# Due:	7	Totals:	159,437.42	3,124.10
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 159,437.42 3,124.10

--- TOTALS BY FUND ---
 206 - FIRE FUND 159,437.42 3,124.10

--- TOTALS BY DEPT/ACTIVITY ---
 336 - FIRE 159,437.42 3,124.10

INVOICE REGISTER REPORT FOR PENTWATER TOWNSHIP
 POST DATES 05/11/2023 - 06/14/2023
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: CEMCK

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
1665	CARDMEMBER SERVICES	04/28/2023	05/12/2023	160.00	0.00	Paid	Y
1683	HOLLAND SUPPLY	05/10/2023	05/16/2023	588.64	0.00	Paid	Y
1684	RUGGLES & SON MASONARY	05/11/2023	05/16/2023	1,600.00	0.00	Paid	Y
1685	FRONTIER	05/11/2023	05/18/2023	100.41	0.00	Paid	Y
1697	PENTWATER CONVENIENCE CENTER	05/18/2023	05/23/2023	41.49	0.00	Paid	Y
1701	LARSON AND SON	04/26/2023	05/30/2023	342.17	0.00	Paid	Y
1702	LARSON AND SON	05/09/2023	05/30/2023	70.90	0.00	Paid	Y
1708	CONSUMERS ENERGY	05/25/2023	05/31/2023	56.47	0.00	Paid	Y
1709	CONSUMERS ENERGY	05/25/2023	05/31/2023	61.06	0.00	Paid	Y
1710	CONSUMERS ENERGY	05/25/2023	05/31/2023	107.34	0.00	Paid	Y
1711	CONSUMERS ENERGY	05/25/2023	05/31/2023	30.96	0.00	Paid	Y
1712	PENTWATER CONVENIENCE CENTER	05/26/2023	05/31/2023	21.15	0.00	Paid	Y
# of Invoices:	12	# Due:	0	Totals:	3,180.59	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					3,180.59	0.00	
--- TOTALS BY FUND ---							
209 - CEMETERY FUND					3,180.59	0.00	
--- TOTALS BY DEPT/ACTIVITY ---							
567 - CEMETERY					3,180.59	0.00	

Check Register Report For Pentwater Township
For Check Dates 05/10/2023 to 06/14/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/17/2023	GFCKG	22225	BEAVIS, GLENN C	979.83	706.46	0.00	Open
05/31/2023	GFCKG	22260	BEAVIS, GLENN C	1,094.21	788.94	0.00	Open
05/17/2023	GFCKG	22226	CAVAZOS, LYNNETTE M	2,971.16	2,331.89	0.00	Open
05/31/2023	GFCKG	22261	CLUCHEY, TERRY L.	82.59	72.77	0.00	Open
05/17/2023	GFCKG	22227	COLE, TIMOTHY H	82.59	72.76	0.00	Open
05/17/2023	GFCKG	22228	DOUGLAS, HEATHER A	2,971.16	2,573.73	0.00	Open
05/31/2023	GFCKG	22262	DOUGLAS, HEATHER A	135.28	124.94	0.00	Open
05/17/2023	GFCKG	22229	EATON, BARBARA C	4,556.67	3,652.29	0.00	Open
05/17/2023	GFCKG	22230	EDWARDS, KEITH J	2,891.50	2,491.50	0.00	Open
05/18/2023	GFCKG	EFT102	EFTPS TOWNSHIP	4,077.84	4,077.84	0.00	Open
05/31/2023	GFCKG	EFT104	EFTPS TOWNSHIP	452.99	452.99	0.00	Open
05/17/2023	GFCKG	22231	FAAS, JOHN D	82.59	72.76	0.00	Open
05/31/2023	GFCKG	22263	FLOOD, DEBRA A	88.40	81.64	0.00	Open
05/17/2023	GFCKG	22232	FLYNN, MICHAEL W	134.42	108.44	0.00	Open
05/31/2023	GFCKG	22264	FLYNN, MICHAEL W	82.59	62.76	0.00	Open
05/31/2023	GFCKG	22265	HEPWORTH, J. RANDOLPH	82.59	76.27	0.00	Open
05/17/2023	GFCKG	22233	HICKS, THOMAS J	82.59	72.76	0.00	Open
05/17/2023	GFCKG	22234	HOLUB, DEAN J	217.01	191.19	0.00	Open
05/17/2023	GFCKG	22235	HOOYMAN, PATRICK J	103.24	90.95	0.00	Open
05/17/2023	GFCKG	22236	MILLER, ROBERT A	1,562.94	1,405.21	0.00	Open
05/17/2023	GFCKG	22237	MURPHY, MAUREEN H	2,971.16	2,573.73	0.00	Open
05/31/2023	GFCKG	22266	RUSSELL, JEAN E	103.24	95.35	0.00	Open
05/31/2023	GFCKG	22267	TRIERWEILER, MARK J	82.59	76.27	0.00	Open

Totals: Number of Checks: 023 25,889.18 22,253.44 0.00

Total Physical Checks: 21
Total Check Stubs: 2

+ CEM 2,485.21
+ FD 792.68

TOTAL: \$29,167.07

Check Register Report For Pentwater Township
For Check Dates 05/11/2023 to 06/14/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/18/2023	CEMCK	6164	BAILEY, CHRISTOPHER R.	1,490.99	1,318.13	0.00	Open
05/31/2023	CEMCK	EFT106	EFTPS CEMETERY	375.42	375.42	0.00	Open
05/18/2023	CEMCK	6165	LYNN, ROBERT L	247.52	226.89	0.00	Open
05/31/2023	CEMCK	6171	LYNN, ROBERT L	371.28	335.92	0.00	Open
Totals:		Number of Checks: 004		2,485.21	2,256.36	0.00	
Total Physical Checks:		3					
Total Check Stubs:		1					

Check Register Report For Pentwater Township
 For Check Dates 05/11/2023 to 06/14/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/22/2023	FDCHK	EFT103	EFTPS FIRE	99.06	99.06	0.00	Open
05/31/2023	FDCHK	EFT105	EFTPS FIRE	6.12	6.12	0.00	Open
05/22/2023	FDCHK	3883	HAYNOR, MARK R.	647.50	570.45	0.00	Open
05/31/2023	FDCHK	3884	SMITH, KAREN R	40.00	36.94	0.00	Open
Totals:			Number of Checks: 004	792.68	712.57	0.00	
Total Physical Checks:			2				
Total Check Stubs:			2				

Clerk's Report – 14 June 2023



2023 Audit:

- The 2023 Audit is scheduled to begin Monday, August 14th and is expected to run two days
- The auditor will verify that the Township Office complies with Michigan Department of Treasury's current Uniform Chart of Accounts document.
- Our office has already initiated the process, but the next step of turning information over to BS&A for data transfer is pending a Zoom meeting we have scheduled with the Auditor to review GL numbers currently being used to represent assets and liabilities. This meeting is set for July 25th, and we will need Heather's participation in order to have an efficient meeting.

.GOV Email:

- General reminder

Election Legislation & Other Legislation Impacting Townships:

- Both the House and Senate introduced identical bill packages and took committee testimony on the legislation this week to implement statutory changes required under Proposal 2 from last November's election that enshrined several elections-related provisions into the Michigan Constitution. Progress!
- Similar, but not identical House & Senate bills were put forward regarding drop boxes:
 - The bills clearly state that the SOS is to pay for the drop boxes, their installation, and any required video monitoring, but also removes the current statutory requirement for video monitoring on new drop boxes! Bottom line: video monitoring requirement is still up for discussion.
- I continue to accept applications from people who would like to be part of the Election Process. So, if you know of anyone who would like to do their civic duty this is a great opportunity for them to do so.
- Planning to conduct short workshops describing the role of an Election Inspector. Dates and Times TBD.

Cemetery:

- Monthly report provided (\$1,430 revenue/2 burials/2 traditional lots sold)
- Attended half-day **Cemetery Management & Administration** workshop, hosted by MTA on June 6th. Key Takeaways:
 - Reminds us that townships have perpetual obligation to maintain – prices should be keeping up with inflation (at minimum every 5 years). When were our prices last updated?
 - Suggest tiered pricing for columbarium niches (higher vs. lower/North vs. South)
 - BS&A offers a cemetery module that we may want to consider
 - Make sure we have cemetery land survey & verify deeded to Township
 - We were advised to add ordinance language stating that all burial rights are to be assigned at time of purchase. Also consider language stating an "expiration date", typically 15–30 years, unless purchaser contacts Township to update/confirm plans
 - Regarding the "Vault" question, there are no laws requiring the use of vaults for any burial type. We could eliminate vault requirement IF the person holding burial right gives up the right to exhume the remains. Requires ordinance revision.

- New Revenue Generator: Consider offering a Pet Cemetery in a designated area. Promote with fliers to local vets, etc.
- Could become Green Burial Friendly if desired:
 - Remove vault requirement from ordinance
 - Identify a designated area
 - Charge higher fee due to larger space requirement

Transfer Station:

- We had 219 visitors in May and took in \$1,292 in fees.
- We continue to issue new permits with expiration dates (Oct 2025)
- Free day this Saturday June 17th

Sewer Fund Seed Money:

At our Special Board Meeting of May 23rd, we discussed revising our current FY General Fund budget to include a "Transfer Out" of \$83,000 in "seed money" to the new Sewer Fund, and a corresponding "Transfer In" of these monies to the Sewer Fund budget. After the meeting we spoke to our auditor who recommends instead that we set up a *loan* from the General Fund to the Sewer Fund. A loan will appear as an Asset and Liability in the fund's respective balance sheets, rather than in their budgets, and will be paid back with interest in accordance with a TBD amortization schedule. Bottom line is that we will not set up "Transfer Out"/"Transfer In" budget line items when we do our quarterly budget amendments next month as had been originally discussed during our May 23rd Special Board Meeting. The total amount of the loan (if > \$83k), payback schedule, and interest rate to be charged will need to be developed by this board for review and approval at the July Board Meeting.

Website:

- Zoom meeting set up with website provider STG on Thursday, June 22nd. Meeting invite has been sent to everyone.
- STG is the company that reviewed our website and prepared proposals that we viewed in our April Board meeting.
- Ask Heather if she's identified any local website providers

Office Matters

RICOH Printer:

After receiving a \$1,600 bill from RICOH last month (since explained and understood), we are paying closer attention to monthly usage to make sure that future billings align with actual usage

- May Usage:
 - 6003 copies with about a third being color
 - Color copies are over six times more expensive than B&W
 - Ask that we minimize usage of color copies wherever possible

Respectfully Submitted,

Maureen Murphy
Clerk, Pentwater Township

Maureen Murphy

From: Pentwater Librarians <librarians@pentwaterlibrary.org>
Sent: Wednesday, June 14, 2023 9:57 AM
To: Maureen Murphy
Subject: Re: Library Board Packet

We didn't have a meeting in May, our next meeting is next week. Mary

On Tue, Jun 13, 2023 at 1:57 PM Maureen Murphy <clerk@pentwatertownshipmi.gov> wrote:

Mary,



PENTWATER FIRE DEPARTMENT

486 E Park St • PO Box 1117

Pentwater, MI 49449

Phone 231.869.5987 • Fax 231.869.8511

www.pentwaterfiredepartment.com

Monthly Meeting Agenda

Meeting Date: Wednesday, June 7, 2023 19:00

Meeting Location: Pentwater Fire Department

Call to Order

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
 - a. Minutes from 5/3/23
- III. Reports of Officers
 - a. Treasurer Terry Cluchey
- IV. Old Business
 - a. 361 pump
 - b. ARPA grant turnout gear- no update
- V. New Business
- VI. Training
 - a. Online Training-
 - b. "Fully Involved" leadership training on May 27
- VII. Discussion on last month's calls: there were (TBA) medical and (TBA) fire calls for service in May.
- VIII. Adjourn



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486 E Park St • PO Box 1117

Pentwater, MI 49449

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Monthly Meeting Minutes

Meeting Date: Wednesday, May 3, 2023 19:00

Meeting Location: Pentwater Fire Department

Call to Order

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
 - a. Minutes from 4/5/23
- III. Reports of Officers
 - a. Treasurer Terry Cluchey
 - i. February payroll: \$3,185.00
 - ii. Payroll total: \$35,213.00
- IV. Old Business
 - a. 361 pump- Oscar and Mike went to Midland yesterday.
 - b. FDIC- 6 members attended.
 - c. 391's Headsets- repaired.
 - d. ARPA grant turnout gear- no update
- V. New Business
 - a. New wildland gear is in service.
- VI. Training
 - a. New Member Training was conducted by Jonathan, Jesse & Adam.
 - b. Online Training- fire investigation.
 - c. "Fully Involved" leadership training taught by Mark Vonoppen at West Shore Community College on May 27 from 9AM-5PM (mandatory for all PFD operations officers).
- VII. Discussion on last month's calls: there were 5 medical and 5 fire calls for service in April.
- VIII. Adjourn- a motion to adjourn by Oscar Esquivel was seconded by Kyle Dillingham.



PENTWATER FIRE DEPARTMENT

486 E Park St • PO Box 1117
Pentwater, MI 49449

Phone 231.869.5987 • Fax 231.869.8511
www.pentwaterfiredepartment.com

Officer Meeting Minutes

Meeting Date: Wednesday, May 3, 2023 19:00
Meeting Location: Pentwater Fire Department
Call to Order

Please note- the agenda for the Officer Meeting is the same as the regular monthly meeting and items are often discussed at both meetings.

- I. Reading and Approval of Minutes
 - a. Minutes from 4/5/23
- II. Reports of Officers
 - a. Treasurer Terry Cluchey
- III. Old Business
- IV. New Business
 - a. A walkthrough of Hart High School is scheduled in June.
- V. Training
 - a. "Fully Involved" leadership training taught by Mark Vonoppen at West Shore Community College on May 27 from 9AM-5PM (mandatory for all PFD operations officers).
- VI. Discussion on last month's calls: there were 5 medical and 5 fire calls for service in April.
- VII. Adjourn- a motion to adjourn by Mike Barefoot was seconded by Adam Kokx.



Rec Report – June 2023

Rec Program

Summerball is off to a great start. We have one T-Ball team, one 1st/2nd Coach Pitch team and one 3rd/4th Baseball team. We have games running Monday through Thursday the entire month of June. We will have plenty of home games for anyone who would like to stop by and cheer our kids on.

We will continue the Can Drive throughout the year, cans and bottles can be dropped off at the DPW at the Blue Shed or in the containers placed down at the Marina.

2023-2024 Can Drive Donations: \$63.90

Can Drive Totals Since 2020: \$5175.35

2023-2024 Rec Donations: \$1125.00

North End Park

North End Park Donations are open throughout the year. To donate to the North End Park, please visit the Village Website at pentwatervillage.org or contact myself at 231-869-8301 ext. 4 or kanderson@pentwatervillage.org.

We are truly grateful to everyone that has donated to the North End Park and the Rec Program.

Thank you,

Katie Anderson

**Katie Anderson
Rec Director**

Pentwater Township
Deputy Supervisor, Zoning Administrator and Ordinance Enforcement Officer
Monthly Report – June 5, 2023

Board Members, the following is a summary of activities conducted by the Deputy Supervisor, Zoning Administrator and Ordinance Enforcement Officer for the month of May 2023.

Deputy Supervisor - I worked with the Township Supervisor, Lynne Cavazos and Township Attorney Mark Nettleton to:

- Met with Lynne and Royal Green to discuss an exterior storage room proposed for beneath the Treasurer's office at the rear of the building for storage of sanitary sewer supplies.
- Submitted application for Zoning Permit to the Village for the storage room;
- Discussed fencing removal on the east side of the building with the neighbor Mark Snyder;
- Replaced the handrails on the ramp near the front entrance of the Township Hall;
- Reviewed, the proposed consolidated sanitary sewer use, connection and rate ordinance with Township Attorney Mark Nettleton;
- Worked with Fleis & Vandenbrink (F&V) to establish utility locating services through the MISS DIG system;
- Established vendor accounts with parts suppliers including Grainger, USABlueBook, Malburg's Sanitation Service and Cummins;
- Seeking proposals for Township North Sewer generator installation from Blackmer Electric in Hart and C&I Electrical from Ludington;
- Many hours in the field with F&V as the sanitary sewer system evaluation continues; and,
- I continue to assist Lynne and Dean with the review and preparation of documents regarding the conveyance of both Township North and South Sanitary Sewer Systems to the Township.

Code Enforcement – Nothing significant to report at this time.

Planning Commission - The Planning Commission did not meet in May, 2023.

Zoning Board of Appeals - The Zoning Board of Appeals met on May 23, 2023, to hear a request for a dimensional variance for a front yard setback from Lake View Drive at 5387 W. Lake View Drive. After the public hearing and quite a bit of discussion with the ZBA, the applicant withdrew his request for the variance.

Zoning Permits – The following Zoning Permits were issued in March 2023:

1. ZP – 3449 was issued to Great Lakes Pet fencing for a 3 ft tall wood and wire fence in the front yard at 5365 W. Madison.
2. ZP 3450 was issued to Carol Kitt for a 28 ft. x 12 ft. deck in the front of her house at 5394 W. Monroe Road at Lake View Drive.

Other Comments

None.

Sincerely,

Keith J. Edwards

Pentwater Township
Deputy Supervisor, Zoning Administrator &
Ordinance Enforcement Officer

Township of Pentwater Assessor

500 N Hancock St.
PO Box 512
Pentwater MI 49449
Phone: (231) 869-6231 Ext 228

Monthly Township Report June 2023

Board of Review:

- The July Board of Review will be held on Tuesday, July 18, 2023, at 1 pm.

Michigan Tax Tribunal:

- No pending cases.
- Filing deadline for 2023 for Commercial & Industrial parcels was May 31, 2023.
- Filing deadline for 2023 for Residential parcels is July 31, 2023.

Miscellaneous:

- I have been entering deeds, PTAs, and PREs as they come in.
- Summer Tax bills will be sent to KCI for printing on Tuesday, June 13, 2023.
- I will be on vacation July 31 - August 11, 2023

If you have any questions, please let me know!



Sincerely,
Barbie Eaton, MAAO
Pentwater Township Assessor

PENTWATER TOWNSHIP
CEMETERY MONTHLY REPORT

MONTH OF: May 2023

NUMBER OF BURIALS

Traditional: 1

Cremains: 1

Scheduled: 2

NUMBER OF FOUNDATIONS SET: 4

NUMBER OF GRAVESITES SOLD: 2 lots & 0 columbarium niche's

TOTAL INCOME FROM SALES: \$1,430

Submitted By: Maureen Murphy

Date: 1 June 2023

PENTWATER TOWNSHIP

TRANSFER SITE I

REPORT

MAY 2023

TOTAL NUMBER OF VISITORS: 219

TOTAL FEES RECEIVED: 1292

NUMBER OF TRASH VISITORS: 91

NUMBER OF RECYCLING VISITORS: 113

NUMBER OF TRASH/RECYCLING VISITORS: 15

Submitted By: Bab

Date: 5/30/23

UB a)

CRC REPORT
SEPARATE HANDOUT

UFB

Bb Process for making
parcel 64-04456007600
available for sale

TOWNSHIP OF PENTWATER
Sale of Vacant Land on
56th Avenue, Pentwater, MI

INSTRUCTION TO PERSONS SUBMITTING PROPOSALS

Sealed proposals will be received at the office of the Township of Pentwater, located at 500 N. Hancock, Pentwater Township, Michigan 49449. Proposals will continue to be received until the Township accepts a proposal and enter into a purchase agreement for the sale of the property.

The Township Board intends to open and read the proposals and then refer the proposals to Township staff for tabulation and analysis. During this period of analysis, the files shall be closed until this action is complete. Copies of the proposal tabulations shall be made available only after this time of analysis and upon request to the Pentwater Township Board, by mail or phone (231) 869-6231.

1. All proposals must be submitted on the attached proposal blank form when provided. The proposal shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the person submitting the proposal.
2. Proposals shall be mailed or delivered. It shall be in a sealed envelope, and the name of the person submitting the proposal and "Purchase of the vacant property on 56th Avenue" shall be included on the outside of the envelope.
3. Proposals will be accepted at the Township office during normal business hours only, said hours being 9:00 am to 4:00 pm, Mondays through Fridays, legal holidays excepted.
4. The deadline for proposal submission is Monday, July 31, 2023 at 2:00 PM.
5. It is understood that the Township is a governmental unit and as such, is exempt from the payment of all State and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The person submitting the proposal, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation, and agrees to furnish all proposal items in strict adherence with all State and Federal laws.
7. The Township reserves the right to reject any and all proposals, to waive any irregularities therein, and to accept or negotiate on any proposal which, in the opinion of the Township Board may be most advantageous to and in the best interest of the Township. The terms of any purchase agreement may similarly be revised if the Township consents.

INSTRUCTION TO BROKERS

The Township (the "Owner") has not entered into a listing agreement for the sale of the property with a real estate broker and do not intend to do so. The Owner requests that real estate brokers not solicit them to list the property or to serve as a sellers' agent.

If the Owner has engaged in preliminary discussions with some potential buyers of the property and are aware of other potential buyers (collectively referred to herein as the "Known Potential Buyers"), the Owner may directly send a copy of this Notice of Sale of Land to the Known Potential Buyers. The Owner does, however, recognize that there may be potential buyers other than the Known Potential Buyers of which the Owner is not aware (collectively referred to herein as the "Unknown Potential Buyers"). The Owner also recognizes that there is value in receiving proposals from Unknown Potential Buyers. Therefore, if an Unknown Potential Buyer has entered into an agency agreement or other similar agreement with a licensed real estate broker, and if such Unknown Potential Buyer's proposal is selected by the Owner and closes on the purchase of the property, the Owner will pay the Unknown Potential Buyer's licensed real estate broker or buyer's agent a commission equal to three percent (3%) of the purchase price.

As the Owner are aware of the Known Potential Buyers, it will NOT pay a commission or other fee to any licensed real estate broker or buyer's agent if one of the Known Potential Buyers (or its affiliate) is awarded the sale and closes on the purchase of the property.

The following are the Known Potential Buyers:

Danielle Nelson
Curtis Beenen

All proposals submitted by the buyer's brokers or agents must be submitted by the same time and in the same manner as all other proposals.

PROPERTY

The property is approximately 4.0 acres (Tax Parcel No. 64-044-560-076-00) and is vacant. A depiction of the property is shown on Attachment A.

PLANNING AND ZONING

The property is currently zoned R-2 Low Density Residential as shown on Attachment B.

MINIMUM PURCHASE PRICE

The specific purchase price and associated terms shall be disclosed in the proposal; provided, however, that the minimum purchase price is \$60,000. The parcel record card is attached as Attachment C.

PURCHASE TERMS AND CONDITIONS

The Owner intends to sell the Property pursuant to the terms and conditions set forth in the purchase agreement included as **Attachment D** (the "Purchase Agreement"). In addition to submitting the total proposal amount, Respondents must include any proposed modifications, amendments, addendums, or supplements to the Purchase Agreement which it desires be included in its proposal. The Owner reserves the right to further negotiate the terms of the Purchase Agreement following the award.

PROCESS

Before submitting a sealed proposal, Respondents shall carefully examine the Property by visiting the Property and shall fully inform themselves as to all existing conditions and limitations. Scheduled appointments may be made prior to the proposal submission by contacting Lynne Cavazos, the Township Supervisor, at supervisor@pentwatertownshipmi.gov, phone (231) 869-6231.

EVALUATION

The Owner reserves the right to request additional information it may deem necessary after the submissions are received.

ACCEPTANCE

The Owner, in its sole discretion, reserve the right to sell the property to the Respondent whose proposal is deemed most advantageous to the Township. A submission shall constitute an irrevocable offer for a period of sixty (60) days from the opening date or until the date of the award, whichever is earlier.

FORMAT

Respondents must use the proposal form supplied and it must be signed by a person authorized to sign on behalf of the Respondent.

**PROPOSAL FORM
NOTICE OF SALE OF LAND**

[PURCHASE OF THE VACANT PROPERTY – 56TH AVENUE , PENTWATER – OFFERED BY THE
TOWNSHIP OF PENTWATER]

Total Proposal _____

Respondent Name _____

Respondent Address _____

Telephone Number _____

Fax Number _____

Email Address _____

Authorized Signature _____

Name and Title _____

Date _____

Federal Employer ID or Taxpayer ID _____

PENTWATER



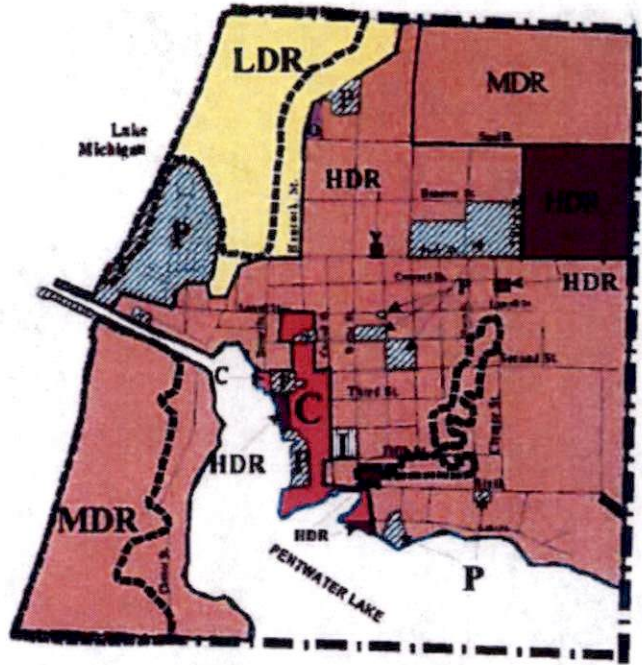
Attachment B
 Future Land Use Map

Chapter 4
 Village of Pentwater Master Plan

Village of Pentwater

Future Land Use
 Village of Pentwater

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Central Business
-  Office
-  Industrial
-  Public/Semi-Public
-  Environmentally Sensitive Development Area



Master Plan Update 2015

Parcel Number: 64-044-560-076-00 Jurisdiction: PENTWATER TOWNSHIP County: OCEANA Printed on 04/05/2023

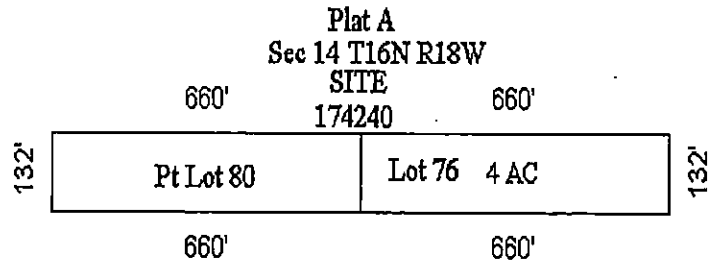
Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.		
LOREE FRANCES H	PENTWATER TOWNSHIP	0	01/04/1991	QC	21-NOT USED/OTHER	910164	DEED	0.0		
Property Address		Class: COMMERCIAL-VACANT	Zoning: R2	Building Permit(s)		Date	Number	Status		
OCEANA ST		School: PENTWATER PUBLIC SCHOOL DIST		P.R.E. 0%						
Owner's Name/Address		MAP #:		2023 Est TCV 0						
PENTWATER TOWNSHIP PO BOX 512 PENTWATER MI 49449		Improved <input checked="" type="checkbox"/> Vacant		Land Value Estimates for Land Table 4000.4000 ORIG PLAT VILL/MIDDLESEX/LOVEL						
Tax Description		Public Improvements		* Factors *						
SEC 14 T16N R18W. 4 A LOT 76 & THE N 2 ACRES OF LOT 80 OFFICIAL MAP PLAT A - VILLAGE OF PENTWATER.		<input checked="" type="checkbox"/> Dirt Road <input checked="" type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Water Sewer <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Curb <input checked="" type="checkbox"/> Street Lights <input checked="" type="checkbox"/> Standard Utilities <input checked="" type="checkbox"/> Underground Utils.		Description	Frontage	Depth	Front Depth	Rate %Adj.	Reason	Value
Comments/Influences		Topography of Site		VILL ROAD FRONT 132.001320.00 1.0000 1.0000 520 100 132 Actual Front Feet, 4.00 Total Acres Total Est. Land Value = 68,640						
		<input checked="" type="checkbox"/> Level <input checked="" type="checkbox"/> Rolling <input checked="" type="checkbox"/> Low <input checked="" type="checkbox"/> High <input checked="" type="checkbox"/> Landscaped <input checked="" type="checkbox"/> Swamp <input checked="" type="checkbox"/> Wooded <input checked="" type="checkbox"/> Pond <input checked="" type="checkbox"/> Waterfront <input checked="" type="checkbox"/> Ravine <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Flood Plain		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
		Who	When	What	2023	EXEMPT	EXEMPT	EXEMPT		EXEMPT
		IMP 05/26/1990 INSPECTED			2022	EXEMPT	EXEMPT	EXEMPT		EXEMPT
					2021	0	0	0		0
					2020	0	0	0		0

*** Information herein deemed reliable but not guaranteed***

Attachment C
Property Card

Parcel Number: 64-044-560-076-00, Land Image

Printed on 04/05/2023



Sketch by Apex IV™

*** Information herein deemed reliable but not guaranteed***

Attachment D

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“**Agreement**”) is made and entered into on the Effective Date by and between **Pentwater Township**, 500 N. Hancock Street, P.O. Box 512, Pentwater, Michigan 49449, a Michigan general law township organized and existing under and by virtue of the laws of the State of Michigan (“**Seller**”), and [Name of Purchaser] (“**Purchaser**”).

Recitals

A. Seller own that certain parcel of vacant land depicted on attached **Exhibit A**, located along 56th Avenue, Pentwater, Michigan 49449, having been assigned tax parcel number 64-044-560-076-00, and legally described as the Sec. 14 T16N R18W Lot 76 & the N 2 acres of Lot 80 Official Map Plat A – Village of Pentwater (4.0 acres) (the “**Premises**”).

B. Seller desire to sell the Premises to Purchaser and Purchaser desires to purchase the Premises from Seller, subject to and in accordance with the terms and conditions of this Agreement.

Agreement

Now, therefore, in consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase and Sale.

1.1 **Purchase and Sale.** Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Premises strictly in accordance with and subject to the terms, conditions, and provisions hereinafter set forth.

1.2 **Deposit.** Within five days of the Effective Date, Purchaser shall deposit with [Name of Title Insurance Company] (the “**Title Company**”) the sum of Twenty Thousand Dollars (\$20,000) (the “**Deposit**”). In the event the sale is consummated as contemplated hereunder, the Deposit shall be paid by the Title Company to the Seller at the Closing and credited against the Purchase Price. In the event the sale is not consummated for any reason, disposition of the Deposit shall be governed by the provisions of this Agreement applicable thereto.

1.3 The Premises. The Premises includes:

(a) All permits, licenses and rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Premises, including, without limitation, any and all development, air, water and riparian rights relating to the Premises, all to the extent owned by Seller and to the extent transferable;

(b) All land, if any, lying in the bed of any street, road, or avenue, open or proposed, at the foot of, adjoining or below the Premises to the center line of such street, road or avenue, and in and to any strips and gores adjoining the Premises;

(c) All easements and all rights, whether or not of record, appurtenant to the Premises and the use of all strips and rights-of-way (including public and private vehicular and pedestrian rights-of-way), if any, abutting, adjacent, contiguous to or adjoining the Premises, all to the extent transferable; and

(d) All licenses, permits, certificates of occupancy, and franchises issued by any federal, state, county or municipal authority relating to the use, maintenance or operation of the Premises, all to the extent transferable.

2. **Purchase Price.** The purchase price for the Premises shall be [Insert the Purchase Price (\$ _____)] (the “**Purchase Price**”). The Purchase Price, plus or minus prorations and adjustments provided for in this Agreement, shall be paid in full to the Seller at Closing by certified, cashier’s or Title Company check or by wire transfer to an account designated by Seller.

3. **Title and Deed.** Seller shall deliver to Purchaser, at the Closing, a quit claim deed conveying title to the Premises to Purchaser in fee simple, free and clear of all liens and encumbrances, except (a) the Permitted Exceptions (as hereinafter defined), (b) any real property taxes that are not yet due and payable, and (c) public roads, streets and highways.

4. **Title Insurance and Survey.**

4.1 **Title Commitment.** Within 21 days of the Effective Date, Seller, at its expense, shall furnish to Purchaser a commitment for an ALTA Owner’s Title Insurance Policy (the “**Commitment**”) issued by the Title Company covering the Premises and showing title in fee simple to be vested in Seller, together with a true, correct and complete copies of all documents described or referenced as exceptions in Schedule B of the Commitment. The Commitment shall: (a) be in an amount equal to the Purchase Price; (b) name Purchaser as the proposed insured; and (c) include such affirmative endorsements as Purchaser may reasonably request in writing to Seller within five days of the Effective Date and which are available in Michigan, provided that any additional premium or charge for such endorsement shall be paid by Purchaser. In addition, it shall be Purchaser’s obligation, at Purchaser’s expense, to obtain any survey or other documents (other than the quit claim deed and documents required to be provided by Seller under this Agreement) required by the Title Company for any such requested endorsements.

4.2 **Survey.** Prior to the Contingency Termination Date, Purchaser may, at its expense, obtain a new ALTA/ASCM survey of the Premises (“**Survey**”). The Survey shall be performed by a licensed surveyor and certified to Purchaser, Seller, and the Title Company, and shall contain the legal description of the Premises.

4.3 **Title Review and Title Policy.** Not later than 45 days from the Effective Date (the “**Contingency Termination Date**”), Purchaser shall notify Seller (the “**Objection Notice**”) which of the matters described in the Commitment and/or the Survey, if any, that Purchaser finds unacceptable (the “**Unpermitted Matters**”), and Seller shall then have until the date that is 30 days after Seller’ receipt of the Objection Notice to elect to remove such

Unpermitted Matters or remedy same in a manner satisfactory to Purchaser. The Closing may be delayed upon written agreement of the parties to accommodate the removal of the Unpermitted Matters. All matters disclosed on the Commitment or in the Survey, if any, and not objected to by Purchaser in an Objection Notice shall be deemed "**Permitted Exceptions**". If Seller is unable or unwilling to remove any such Unpermitted Matters or remedy same in a manner satisfactory to Purchaser, in Purchaser's sole and absolute discretion, and within the time period described above, Purchaser shall have the options of (a) proceeding with this Agreement, in which event Purchaser shall accept title subject to such other unremoved Unpermitted Matters without reduction in the Purchase Price, or (b) terminate this Agreement. Purchaser shall exercise one of its options set forth in clause (a) or (b) above by providing written notice thereof to Seller on or before the Closing Date (as hereinafter defined), and, if Purchaser fails to provide such notice within such time, then Purchaser shall be deemed to have elected to proceed in accordance with clause (a). If Purchaser proceeds under clause (a), all uncured Unpermitted Matters shall become Permitted Exceptions. At the Closing, and as a further condition of Purchaser's performance of its obligations hereunder, Seller, at its cost, shall cause the Title Company to deliver to Purchaser an ALTA owner's title insurance policy (the "**Title Policy**") issued in accordance with the provisions of the Commitment as specified above (except the Title Policy shall name Purchaser as the owner of the Premises), dated as of the time of recording of the quit claim deed to the Premises from Seller to Purchaser and subject only to the Permitted Exceptions:

5. **Purchaser's Contingencies.**

5.1 Due Diligence Investigation.

(a) Commencing on the Effective Date, Purchaser, its agents, engineers, employees, attorneys, accountants, contractors and surveyors shall have the right to conduct all tests, inspections, and other studies and investigations concerning the Premises that Purchaser requires (including, without limitation, environmental tests and assessments, inspection of the physical condition of the Premises, investigation of zoning and other legal requirements) to determine whether the Premises is satisfactory to Purchaser. Purchaser may enter upon the Premises provided (i) Purchaser notifies Seller in writing of its intent to inspect, test, survey or study a reasonable period of time prior to Purchaser's entry and (ii) if requested by Seller, Purchaser is accompanied by a representative of Seller. Notwithstanding the foregoing, Purchaser will conduct any such physical inspections, tests, examinations, studies and appraisals only on business days and will use commercially reasonable efforts to minimize interference with Seller's operations at the Premises and will not perform drilling or sampling on the Premises without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

(b) If not previously delivered by Seller to Purchaser, within 21 days after the Effective Date, Seller shall deliver to Purchaser the following documents, to the extent they exist and are in Seller's possession or control:

- (i) Any existing survey of the Premises;
- (ii) All plans and specifications, building permits, certificates of occupancy and other governmental licenses, permits, and approvals relating to the Premises;

(iii) Copies of all radon, mold, soil and other environmental assessments and reports, and other assessments, audits or evaluations of the Premises (if any); and

(iv) All other written information and documentation reasonably requested by Purchaser concerning the ownership, use or maintenance of the Premises.

Seller make no representation or warranty regarding the truth, accuracy or completeness of any information or documents delivered to Purchaser pursuant to this Section 5.1(b).

(c) If Purchaser, in its sole and absolute discretion, is dissatisfied with the Premises based on the tests, inspections, studies, investigations and review of documents described in subsections (a) and (b) above, then Purchaser may terminate this Agreement by giving written notice to Seller of such termination on or before the Contingency Termination Date and the Deposit shall be returned to Purchaser, so long as Purchaser has fully complied with Section 5.1(d). In the event Purchaser does not terminate this Agreement as provided above on or before the Contingency Termination Date, the Deposit shall become non-refundable to Purchaser, but shall be applicable to the Purchase Price at Closing.

(d) Purchaser shall promptly repair any physical damage to the Premises caused by the testing and inspections conducted by Purchaser pursuant to this Section 5.1 (collectively, the "Tests") and shall promptly remove any mechanics' liens arising from the work performed to complete the Tests. Purchaser further agrees to keep the results of the Tests confidential, except to the extent that disclosure may be required by law or other governmental requirement or may be reasonably required to be made to Purchaser's attorneys, lenders, consultants, accountants or other advisors or agents in connection with the purchase, ownership or operation of the Premises by Purchaser. Purchaser shall indemnify, defend and hold Seller harmless from and against any claim, loss, cost or damage (including reasonable attorneys' fees, but excluding incidental or consequential damages) resulting from or related to the presence of or entry by Purchaser or its agents, engineers, employees, attorneys, accountants, contractors or surveyors onto the Premises or Purchaser's failure to comply with its obligations set forth in this subsection (d), which obligations shall survive any termination of this Agreement. If the purchase does not close, Purchaser must promptly provide Seller, without demand by Seller, but as a condition precedent to the return of the Deposit (if Purchaser is entitled to have the Deposit returned), legible copies of all due diligence materials generated by or for it, such as surveys, studies, reports, assessments and the like, in respect of the Premises.

(e) Prior to entry upon the Premises and at all times thereafter during the term of this Agreement, Purchaser shall cause Purchaser's agents to name, for the period during which they are conducting an inspection of the Premises, Seller and its agents as additional insureds to Purchaser's and/or Purchaser's agents' occurrence-based comprehensive general liability insurance policies, which shall have aggregate coverage limits of not less than Two Million Dollars (\$2,000,000) single-limit coverage with contractual liability endorsement, and which insure Purchaser's obligations under this subparagraph. If any invasive work is conducted by or on behalf of Purchaser with respect to its due diligence, Purchaser shall also cause Purchaser's agents to name, for the period during which they are conducting an inspection of the Premises, Seller and its agents as additional insureds to Purchaser's and/or Purchaser's agents' Professional Liability Insurance (including Environmental Impairment Insurance) which shall

have aggregate coverage limits of not less than Two Million Dollars (\$2,000,000) single-limit coverage and which insure Purchaser's obligations under this subparagraph. No insurance required by this subparagraph may be cancelled or amended except upon 30 days' prior written notice to Seller. The minimum levels of insurance coverage to be maintained by Purchaser hereunder shall not limit Purchaser's liability under this subparagraph. All such policies shall be written by underwriters acceptable to Seller in its reasonable discretion. Purchaser shall promptly provide proof of insurance to Seller for Seller's approval. Seller shall not have any obligation to cure, correct, investigate or remediate any environmental matter(s) identified and/or objected to by Purchaser and Purchaser shall have no obligation to accept, cure, correct, investigate or remediate any such environmental matters unless caused or exacerbated by Purchaser. The provisions of this subparagraph shall survive the Closing or the termination of this Agreement.

5.2 **Additional Conditions.** In addition to the other conditions set forth herein, Purchaser's obligation to acquire the Premises and consummate the other transactions contemplated hereunder shall be conditioned on: (a) all representations and warranties of Seller being true and correct in all respects as of the Closing; and (b) there being no breach or default by Seller of any of its other covenants, agreements, duties or obligations hereunder.

6. Closing.

6.1 **Closing Date.** Subject to the provisions of Sections 4 and 5 of this Agreement and any other applicable provisions hereof, the sale of the Premises to Purchaser and the other transactions described herein shall be consummated (the "Closing") on a date and time mutually agreed upon by the parties following the Contingency Termination Date, but in no event later than 2:00 pm on the last business day that is within 15 day after the Contingency Termination Date (the "Closing Date"). The Closing shall take place at the office of the Title Company in _____, Michigan.

6.2 Closing Documents.

(a) In addition to the Title Policy, Seller shall deliver to Purchaser, at the Closing, the following:

(i) A quit claim deed conveying to Purchaser fee simple title to the Premises subject to the Permitted Exceptions;

(ii) Title affidavits and other documents reasonably required by the Title Company in connection with its issuance of the Title Policy; and

(iii) A FIRPTA Statement from Seller certifying that Seller is not a "foreign person," "foreign estate," "foreign corporation" or "foreign partnership" or any other foreign entity as such terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder.

(b) Purchaser shall deliver to Seller at Closing the Purchase Price, together with such documents reasonably required of Purchaser by the Title Company to issue the Title Policy and close the purchase by Purchaser of the Premises.

(c) At the Closing, Seller and Purchaser shall jointly execute and deliver (i) a closing statement, and (ii) the Lease (as defined below).

6.3 Closing Costs. Purchaser shall pay the following expenses incurred in connection with the transactions described herein: (a) one-half of all closing fees charged by the Title Company, (b) the fee for the recording of the quit claim deed, (c) all premiums and charges for any endorsements to the Title Policy requested by Purchaser, (d) the cost of the Survey obtained by Purchaser (if any), and (d) Purchaser's legal fees and expenses. Seller shall pay the following closing costs and expenses incurred in connection with the transactions described herein: (i) the costs of the Commitment and Title Policy, and the cost of removing all Unpermitted Matters from title which Seller agreed to remove pursuant to Section 4.3, (ii) one-half of all closing fees charged by the Title Company, and (iii) Seller's legal fees and expenses.

7. Real Property Taxes and Assessments. Seller is tax-exempt governmental entities; and therefore, the Premises is not currently subject to real property taxes. Purchaser shall pay any and all real property taxes and assessments that first become due after the Closing Date.

8. Possession. Purchaser shall take possession of the Premises at Closing.

9. Real Estate Commissions. Each party represents and warrants to the other that, except no person or entity acting as real estate broker, finder or real estate agent brought about this Agreement. Each party agrees to and does hereby indemnify the other from all loss, damage, cost, or expense (including attorneys' fees) that the other may suffer as a result of any claim or action brought by any person or entity acting or allegedly acting on behalf of a party in connection with this transaction.

10. Seller's Representations and Warranties. Seller represent and warrant to Purchaser that:

10.1 Seller has full power and authority to enter into this Agreement, bind Seller and the Premises to the commitments made hereunder, and convey or cause the conveyance of the Premises to Purchaser.

10.2 The execution, delivery and performance by Seller of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Premises.

10.3 Seller has no knowledge and have received no notice of any claim, demand, damage, action, or cause of action of any person, entity or governmental agency or instrumentality affecting the Premises.

10.4 No person or entity, except Purchaser, has an option, right of first refusal or other purchase rights with respect to the Premises.

11. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

11.1 Purchaser has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11.2 The execution of this Agreement by Purchaser is the duly authorized and legally binding action of Purchaser, and upon execution hereof, Purchaser shall be bound by and subject to the terms and provisions of this Agreement.

12. Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement or in any document executed in connection herewith, including, without limitation, the provisions of Sections 10 and 11 hereof, shall be continuing representations and warranties, shall be deemed to be remade at Closing, shall not merge with or into any deed of conveyance or other document or instrument delivered at or in connection with the Closing and shall survive the Closing for a period of one year after the Closing; provided, however, that such one-year limitation shall not apply to: (a) any fraud; or (b) any claim or cause of action initiated prior to the end of such one-year period but not settled prior to the end of such period. Each party hereby agrees to indemnify, defend and hold harmless the other party and their respective successors and assigns, from and against all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and court costs, resulting from or in connection with any misrepresentation or breach of warranty made by the indemnifying party in this Agreement or in any document, certificate or other instrument given or delivered to the other party pursuant to this Agreement. Notwithstanding the foregoing, neither party shall have liability resulting from any misrepresentation or breach of any representation or warranty set forth in this Agreement if the other party had actual knowledge of such misrepresentation or breach of warranty before Closing.

13. As-Is Condition. Purchaser agrees, except as otherwise provided in this Agreement, that Purchaser is purchasing the Premises "AS IS", "WHERE IS" and "WITH ALL FAULTS," with no right of set-off or reduction in the Purchase Price, and specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Premises, including the presence of any toxic or hazardous materials, substances, or wastes regulated under any applicable law located on, at, under or emanating from or about the Premises, whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or marketability of any part of the Premises, or with respect to any other matter relating to or affecting the Premises. Except as otherwise provided in this Agreement, Seller disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties. Purchaser represents to Seller that, as of the Contingency Termination Date, Purchaser will have had ample opportunity to make a proper inspection, examination and investigation of the Premises to familiarize itself with its condition and that Purchaser will do so to its satisfaction. Upon the Closing, except as otherwise provided in this Agreement, Purchaser shall have no claim in law or in equity and releases and forever discharges Seller (and its officers, directors, managers, agents, brokers, employees, representatives, successor and assigns) from any claims, actions, liabilities, losses or obligations, based upon the condition of the Premises or the failure of the Premises to meet any standards, including without limitation,

the presence of any toxic or hazardous materials, substances or wastes regulated under any applicable law located on, at, under or emanating from or about the Premises or any violation or alleged violation of any applicable law. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for incidental, special exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Premises, or inability to use the Premises, due to the condition of the Premises.

14. Operation of Premises Prior to Closing. Seller covenants that, from the Effective Date through the Closing, Seller shall conduct its business involving the Premises as follows:

14.1 Seller will refrain from transferring any part of the Premises or creating on the Premises any new easements, liens, encumbrances, or other interests or initiating any change to the zoning classification of the Premises;

14.2 Seller will refrain from entering into or amending any lease, contract, or other agreement regarding the Premises which cannot be terminated as of the Closing Date, without Purchaser's prior written consent in each instance;

14.3 Seller will promptly furnish Purchaser with copies of all notices received by Seller of any violation by Seller or the Premises of federal, state or local laws, ordinances, regulations, or orders having jurisdiction against or affecting the Premises or the use or operation thereof;

14.4 Seller will continue to operate, maintain and repair the Premises consistent with past practices and in a manner that maintains the Premises in their current condition.

15. Casualty or Condemnation.

15.1 In the event, prior to the Closing, of a condemnation or other taking of the Premises, or any part of the Premises, or any rights of access or other rights benefiting the Premises as a result of the exercise of the power of eminent domain, or in the event that any type of proceeding for such a condemnation or taking is commenced prior to the Closing by any governmental body, then Seller shall immediately notify Purchaser in writing and Purchaser shall have the option to either: (i) terminate this Agreement and neither party shall have any further obligations or liabilities hereunder, except for those obligations hereunder that expressly survive the termination of this Agreement; or (ii) proceed with the Closing, in which event (A) if the taking is consummated prior to the Closing, the Purchase Price shall be reduced by the amount of the award received by Seller as a result of the taking, or (B) if the taking is not consummated prior to the Closing, Seller shall assign to Purchaser all right, title and interest in and to the condemnation proceeds and awards, and Purchaser shall have the sole and exclusive right to negotiate, contest and settle all such eminent domain proceedings. Purchaser shall exercise its option under clause (i) or (ii) of this Section 15.1 by providing Seller with a written notice of its decision within 30 days after Purchaser receives from Seller written notice of the proposed condemnation or taking, together with such additional information concerning the proposed condemnation or taking as Purchaser may reasonably request.

15.2 In the event of a material damage or casualty to the Premises occurring prior to the Closing, Seller shall immediately notify Purchaser in writing, and if the cost to repair the damage exceeds \$50,000 (as determined by an independent insurance adjuster selected by Purchaser and approved by Seller), Purchaser shall have the option to either (i) terminate this Agreement and neither party shall have any further obligations or liabilities hereunder, except for those obligations hereunder that expressly survive the termination of this Agreement; or (ii) proceed with the Closing. This provision does not apply to any condition or attribute of the Premises existing as of the date of this Agreement. If Purchaser is not entitled to terminate or elects not to terminate this Agreement pursuant to clause (i) above, then Seller shall pay over and assign to Purchaser all insurance proceeds payable as a result of the damage to the Premises.

16. Default/Remedy.

16.1 **Seller Default.** In the event of a default by Seller of which Purchaser is aware prior to Closing in the performance or observance of any of Seller's duties or obligations herein contained, and upon the failure of Seller to cure such default within 10 days following written notice thereof from Purchaser, Purchaser, at its option and as its sole remedies, may either: (a) terminate this Agreement in which event the Deposit shall be returned to Purchaser; or (b) specifically enforce this Agreement, by legal action or otherwise. In the event of a default by Seller of which Purchaser is not aware prior to Closing, including, without limitation, a breach of any representation or warranty not discovered until after Closing, and upon the failure of Seller to cure such default within 10 days following written notice thereof from Purchaser, Purchaser shall be entitled to exercise any and all rights and remedies at law or in equity.

16.2 **Purchaser Default.** In the event of a default by Purchaser of which Seller is aware prior to Closing in the performance or observance of any of Purchaser's duties or obligations herein contained, and upon the failure of Purchaser to cure such default within 10 days following written notice thereof from Seller, Seller may terminate this Agreement and Purchaser shall pay Seller the Deposit as liquidated damages and as Seller's sole and exclusive remedy against Purchaser. In the event of a default of Purchaser of which Seller is not aware prior to Closing, including, without limitation, a breach of any representation or warranty not discovered until after Closing, and upon the failure of Purchaser to cure such default within 10 days following written notice thereof from Seller, Seller shall be entitled to exercise any and all rights and remedies at law or in equity.

16.3 **Costs.** All reasonable attorneys' fees and court costs incurred by a non-defaulting party to enforce this Agreement against a defaulting party shall be paid by the defaulting party.

17. Miscellaneous.

17.1 **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the same date as the date on which such notice is delivered personally, (b) on the date that is three business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or (c) on the date that is one business days after the date on which

such notice is sent by overnight courier services (such as Federal Express or any other nationally-recognized courier service), and, in each case, addressed as follows:

If to Seller: Lynne Cavazos, Supervisor
Pentwater Township
500 N. Hancock Street
P.O. Box 512
Pentwater, Michigan 49449

If to Purchaser: _____
Attn: _____

or to such other address as either party may from time to time specify in a written notice to the other in accordance with the terms hereof.

17.2 **Survival.** The provisions of this Agreement shall not be merged into any deed or other document and shall survive Closing.

17.3 **Assignment.** Neither party hereto shall have the right to assign this Agreement or any right or interest hereunder to any person or entity without the other party's prior written consent, except Purchaser may assign this Agreement, in whole or in part, without Seller's consent, to any Affiliate of Purchaser. For purposes of the prior sentence, the term "**Affiliate**" shall mean and include any person or entity that owns or controls, is owned or controlled by or is under common ownership or control with Purchaser, in whole or in part. Upon such assignment to an Affiliate, the assignor shall not be released or discharged from its duties, obligations and liabilities hereunder.

17.4 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective grantees, successors and assigns.

17.5 **Amendments.** This Agreement may be amended or modified only by a written instrument duly authorized and executed by the party or parties intended to be bound thereby.

17.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

17.7 **Section Headings.** The section headings inserted in this Agreement are for convenience only and are not intended and shall not be construed to limit, enlarge or otherwise affect the scope or intent of this Agreement or the meaning of any provision hereof.

17.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17.9 **Merger of Prior Agreements.** This Agreement supersedes all prior agreements, understandings, representations and inducements, written and oral, between the parties hereto relating to the subject matter hereof, including, without limitation, any so-called letters of intent executed by one or both of the parties.

17.10 **Time of Essence.** Time is of the essence of this Agreement.

17.11 **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the other provisions hereof so that this Agreement is valid and enforceable to the fullest extent permitted by law.

17.12 **Independent Counsel; Interpretation.** Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel, or have had the opportunity to be represented by independent counsel, in connection with this Agreement; and (b) this Agreement is the result of arms-length negotiations between the parties. Accordingly, notwithstanding any rule of law to the contrary: (i) the fact that this Agreement was prepared by Seller' counsel as a matter of convenience shall have no import or significance, and any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller prepared this Agreement; and (ii) no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

17.13 **Tax-Deferred Exchange.** Seller acknowledge that the Purchaser may be entering into this transaction in connection with a tax-deferred exchange (the "**Exchange**"). If requested by Purchaser, Seller shall cooperate with the requesting party in effectuating such Exchange, including executing any documents, instruments or agreements reasonably requested by the Purchaser, provided Seller shall not be obligated to (i) expend any costs in connection with such Exchange (excluding legal fees of Seller' counsel in reviewing any such documents, instruments or agreements) or (ii) accept or assume any additional obligations or liabilities.

In Witness Whereof, this Agreement has been executed by the parties and is effective as of the date on which a party last signs below (the "**Effective Date**").

Seller:
PENTWATER TOWNSHIP

By: _____
Lynne Cavazos
Its: Supervisor

By: _____
Maureen Murphy
Its: Clerk

Dated: _____, 2023

Purchaser:
[Name of Purchaser]

By: _____

Its: _____

Dated: _____, 2023

EXHIBIT A

VACANT LAND ALONG 56TH AVENUE, PENTWATER, MI

Sec. 14 T16N R18W Lot 76 & the N 2 acres of Lot 80 Official Map Plat A –
Village of Pentwater (4.0 acres)

Permanent Parcel Number: 64-044-560-076-00

**NOTICE OF SALE OF VACANT LAND ON
56TH AVENUE, PENTWATER, MI
BY THE TOWNSHIP OF PENTWATER**

NOTICE IS HEREBY GIVEN that the Township Board of the Township of Pentwater, Oceana County, will accept proposals at the Township offices, 500 N. Hancock, Pentwater Township, Michigan 49449 for the purchase of the following described parcel of land:

Street address: Unassigned – located along 56th Avenue, **Pentwater, Michigan 49449**

Sec. 14 T16N R18W - Lot 76 & the N 2 acres of Lot 80 Official Map Plat A – Village of Pentwater (4.0 acres)

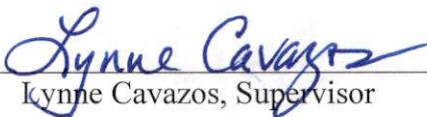
Permanent Parcel Number: 64-044-560-076-00

Proposals shall be submitted in a sealed envelope and plainly marked, on the envelope, as a proposal for the “Purchase of the vacant property – 56th Avenue”. The proposal and the envelope shall include the name of the party submitting the proposal. Proposals will be opened and considered until such time as a proposal is accepted and the parties enter into a purchase agreement for the sale of the property.

The deadline for proposal submission will be Monday, July 31, 2023 at 2:00 PM.

The Township Board reserves the right to reject any and all proposals or to waive irregularities therein, and to accept or negotiate on the proposal which, in the opinion of the Township Board, may be most advantageous and in the best interests of the Township.

PENTWATER TOWNSHIP BOARD

By: 
Lynne Cavazos, Supervisor

P- PLACE ACCESS ASKED
PENDING

ACCESS AGREEMENT FOR PARK PLACE COMMUNITY BUILDING

THIS ACCESS AGREEMENT for the Park Place Community Building (the "Agreement") is made and entered into as of this ___ day of _____, 2022, by and between the VILLAGE OF PENTWATER, a Michigan general law village located in Oceana County, Michigan, whose offices are located at 327 S. Hancock Street, P.O. Box 422, Pentwater, Michigan 49449 (hereinafter, the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township located in Oceana County, Michigan, whose offices are located at 500 N. Hancock Street, P.O. Box 512, Pentwater, Michigan 49449 (hereinafter, "Township").

RECITALS

WHEREAS, the Village owns and operates a community building and center located at 310 N. Rush Street, Pentwater (the "Community Building"); and

WHEREAS, the Village operates and maintains the Community Building for various community purposes and sponsors and conducts events at the Community Building; and

WHEREAS, the Village and Township desire to provide access to the Community Building to Township residents that do not reside within the Village; and

WHEREAS, the Village and Township desire to continue their long-standing cooperative and collaborative working relationship with respect to the Community Building and enter into this Agreement as authorized under the provisions of Act 35 of the Public Acts of Michigan of 1951, as amended, and Act 7 of the Public Acts of 1967, as amended, to provide access to the Community Building for community events and programs held at the Community Building.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Payment from Township. The Township hereby agrees that on or before June 1, 2022, it will pay \$7,500 to the Village to permit Township residents that do not reside within the Village to have access to and attend events held at the Community Building including, but not limited to, the ability of such Township residents to rent the Community Building for private uses at the non-resident rate. Use of the Community Building by Township residents shall be on the same basis as use by residents of the Village and shall be subject to all applicable Village rules and regulations. To the extent that an organization or group holds an event at the Community Building and charges a fee for attendance or participation at the event (if permitted by the Village and in accordance with the Village's rules and regulations), Township residents shall be required to pay such fee to that organization to attend or participate in that organization's event at the Community Building.

2. Ownership. The Community Building is owned by the Village and the Township will not, by means of this Agreement, obtain or claim any ownership of the Community Building.

3. Term of Agreement. This Agreement shall extend through and including March 31, 2023, unless one party provides not less than 60 day prior written notice to the other party that it desires to terminate this Agreement. This Agreement may be renewed by mutual agreement of the Township Board and the Village Council.

PRE-PAID ACCESS AGREEMENT FOR PARK PLACE COMMUNITY BUILDING

THIS ACCESS AGREEMENT for the Park Place Community Building (the "Agreement") is made and entered into as of this 14th day of June, 2023, by and between the VILLAGE OF PENTWATER, a Michigan general law village located in Oceana County, Michigan, whose offices are located at 65 S. Hancock Street, P.O. Box 622, Pentwater, Michigan 49449 (hereinafter, the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township located in Oceana County, Michigan, whose offices are located at 500 N. Hancock Street, P.O. Box 512, Pentwater, Michigan 49449 (hereinafter, "Township").

RECITALS

WHEREAS, the Village owns and operates a community building and center located at 310 N. Rush Street, Pentwater (the "Community Building"); and

WHEREAS, the Village operates and maintains the Community Building for various community purposes and sponsors and conducts events at the Community Building; and

WHEREAS, the Village and Township desire to provide access to the Community Building to Township residents that do not reside within the Village; and

WHEREAS, the Village and Township desire to continue their long-standing cooperative and collaborative working relationship with respect to the Community Building and enter into this Agreement as authorized under the provisions of Act 35 of the Public Acts of Michigan of 1951, as amended, and Act 7 of the Public Acts of 1967, as amended, to provide access to the Community Building for community events and programs held at the Community Building.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Payment from Township. The Township hereby agrees that on or before July 30, 2023, it will pay \$7,500 to the Village to permit Township residents that do not reside within the Village to have access to and attend events held at the Community Building including, but not limited to, the ability of such Township residents to rent the Community Building for private uses at the non-resident rate. Use of the Community Building by Township residents shall be subject to all applicable Village rules and regulations. To the extent that an organization or group holds an event at the Community Building and charges a fee for attendance or participation at the event (if permitted by the Village and in accordance with the Village's rules and regulations), Township residents shall be required to pay such fee to that organization to attend or participate in that organization's event at the Community Building.

2. Ownership. The Community Building is owned by the Village and the Township will not, by means of this Agreement, obtain or claim any ownership of the Community Building.

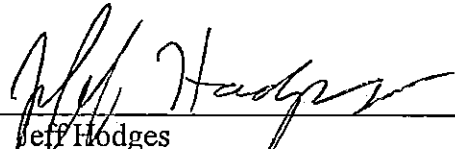
3. Term of Agreement. This Agreement shall extend through and including March 31, 2024, unless one party provides not less than 60 day prior written notice to the other party that it desires to terminate this Agreement. This Agreement may be renewed by mutual agreement of the Township Board and the Village Council.

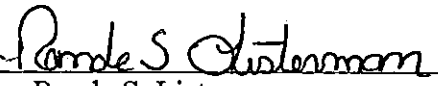
4. Liability. The Village, as the owner of the Community Building, shall be entirely responsible for any liability associated with the Community Building, the maintenance of insurance, upkeep and operation of the building, and all other potential matters subject to liability or claim. The Township does not assume and shall not be liable for any such claims for personal or property damage, or any other liabilities whatsoever, other than the payment described in paragraph 1 of this Agreement.

5. Authority to Execute. The parties have authorized their respective chief executive officers (the Township Supervisor and Village President) and clerks to execute this Agreement in accordance with Act 35 and Act 7.

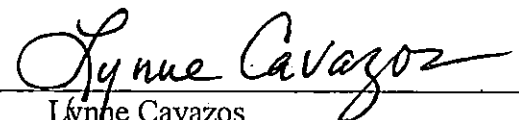
IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their respective, duly authorized individuals.

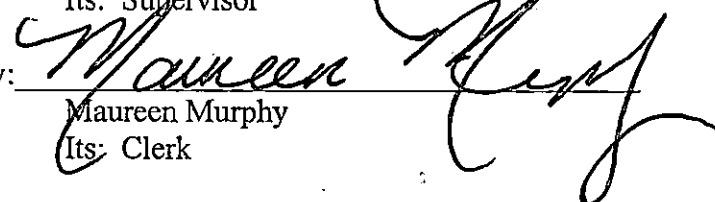
VILLAGE OF PENTWATER

By: 
Jeff Hodges
Its: President

By: 
Rande S. Listerman
Its: Clerk

TOWNSHIP OF PENTWATER

By: 
Lynne Cavazos
Its: Supervisor

By: 
Maureen Murphy
Its: Clerk

MEMORANDUM

TO: Pentwater Township Board of Trustees

From: Keith Edwards, Deputy Supervisor

Date: May 4, 2023

Subject: **Proposed Change in the Zoning Map (Rezoning)**
From RR, Rural Residential to R-1, Single Family Residential
Vacant 17.5 acres at Squire Road and 52nd Avenue., Pentwater, MI.
Parcel ID No. 64-001-023-400-01

In accordance with the attached information, the Planning Commission voted in favor of granting the request to rezone the property from RR, Rural Residential to R-1, Single Family Residential.

The appropriate public notice of the public hearing was sent, certain members of the audience spoke during the public hearing – which is covered in the draft minutes of the Planning Commission for the April 11, 2023 meeting – and the Planning Commission recommended that the Township Board of Trustees approve the requested change in the Zoning Map.

The 17.5-acre property is the remainder of the 20-acre parent parcel from which the 2.5 acres Hilltop Sanitary Sewer Drain Field is comprised, formerly owned by the Squires Family.

For more information, please see the attached Staff report submitted to the Planning Commission. The Township Attorney, Brad Fowler, has prepared the attached Zoning Ordinance amendment to change the Zoning Map for your consideration. Staff recommends the Township Board consider approval of the request without conditions.

**Pentwater Township Planning Commission
500 N. Hancock St,
Pentwater, Michigan 49449**

April 11, 2023

Chairperson Tony Monton called the in-person meeting to order at 6:02 pm. The Pledge of Allegiance was recited.

ROLL CALL

Terry Cluchey	Present
Paula DeGregorio	Present
Heather Douglas	Present
Buz Graettinger	Present
Patrick Hooyman	Absent
Tony Monton	Present
Peter Zangara	Absent

Keith Edwards, the Zoning Administrator, was present at the meeting.

APPROVAL OF AGENDA, MINUTES AND CHAIRPERSON'S REMARKS.

Terry Cluchey moved to approve the agenda as amended, seconded by Buz Graettinger. All ayes and the agenda, as amended, was approved.

Buz Graettinger made a motion to approve the minutes of the February 14, 2023 Regular Meeting as amended for the location of the meeting at 500 N. Hancock St. and Heather Douglas seconded. All ayes and the minutes of the February 14, 2023 meeting were approved.

Chairperson Tony Monton requested if there was any conflict of interest to be identified in accordance with the items on the meeting agenda. No conflicts of interest were identified.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA – Barbara Brown of 5757 W. Longbridge Rd. spoke concerning the visual appearance of the retaining steel wall that was placed on the neighboring property at 5753 W. Longbridge Rd. Ms. Brown requested that the Planning Commission consider changing the Zoning Ordinance for aesthetic regulations for fences and retaining walls. Chairperson Monton requested that the item be discussed at the next Planning Commission meeting.

PUBLIC HEARING

Proposed Change in the Zoning Map from RR, Rural Residential to R-1, Single Family Residential. Parcel ID No. 64-001-023-400-01, Section 23 Approximately 17.5 acres, 52nd Avenue and Squire Road. Chairperson Monton opened the public hearing at 6:20 pm.

The applicant Michael Haack explained his desired use of the property for 2 dwellings, however that the property could not be split as 20 acres is required to split the property into two parcels within the RR, Rural Residential Zoning District. The next available Zoning District that would allow for dividing the property into two or more parcels is the R-1, Single Family Residential Zoning District that allows for 2-acre minimum parcel size. The request is consistent with the Future Land use Map in the Master Plan (2016).

- Jay Harris asked if 52nd Avenue would be paved.
- Shannon Kramer asked if the property would be further divided beyond the requested two parcels.
- Barbara Brown suggested the applicant consider a restrictive covenant to control the number of divisions allowed.
- Nicki (Lisa) Breazeale, co-owner with applicant Michael Haack agreed with Mr. Haack that they would not be requesting to divide the parcel beyond two parcels.

No further public comment. Chairperson Tony Monton closed the public hearing at 6:27 pm.

OLD BUSINESS – None

NEW BUSINESS

A. Proposed Rezoning of Parcel ID No. 64-001-023-400-01 from RR, Rural Residential to R-1, Single Family Residential – Request date for a Public Hearing. Discussion and Recommendation to the Township Board.

Chairperson Monton asked Zoning Administrator Keith Edwards to add any additional information not included in the Staff report on the request – no additional information was added. Chairperson Monton then lead the Planning Commissioners through an analysis of criteria to be considered for requests to change the Zoning Map as provided by the 2016 Master Plan on pages 54-55. Planning Commissioner Buz Graettinger asked about the future of adding sanitary sewer availability to the area. Mr. Edwards stated that the Master Plan that is currently being updated, will recommend future sanitary sewer facilities to serve the lakefront properties along Pentwater Lake, and those on the opposite side of Longbridge Road be included as well.

Motion by Heather Douglas, seconded by Buz Graettinger to recommend that the Township Board consider changing the Zoning Map for the property known as 64-001-023-400-01 from RR, Rural Residential to R-1, Single Family Residential. All Ayes and the motion was approved.

B. Proposed Zoning Ordinance Amendment – Section 3.08 Accessory Buildings. Review and set date for public hearing.

A portion of the original text of Section 3.08 which was supposed to remain was inadvertently deleted from the replacement of Section 3.08 in the 2020 replacement of the text. Therefore, this proposed amendment is simply to add the missing provisions back into the Zoning Ordinance, as we currently have no provisions for accessory buildings for Agricultural Operations, Multiple Family Developments and Commercial Uses which were in the original text.

The proposed amendment would add back into the text the following language to Section 3.08, paragraph F which deals with the allowable area of accessory buildings by addition subparagraph 2 as follows:

2. Other uses:
 - a. Buildings accessory to agricultural operations: No size or height limitation.
 - b. Multiple family developments: Nine hundred sixty (960) square feet, excluding garages for the use of residents.
 - c. Manufactured home parks: As required by Chapter 9.
 - d. Uses in non-residential districts and non-residential uses in residential districts: Not to exceed twenty-five percent (25%) of the floor area of the main building(s).

Heather Douglas moved to set the public hearing date of June 13, 2023 to take public comment on the proposed text amendment to Section 3.08. Buz Graettinger seconded. All Ayes and the motion was approved.

DEPARTMENT COMMITTEE REPORTS

Keith Edwards Zoning Administrator and ZBA reports were accepted by the Planning Commission.

OTHER ITEMS FROM PLANNING COMMISSION MEMBERS – None

PUBLIC COMMENTS – None

ADJOURNMENT

Heather Douglas moved to adjourn the regular meeting at 6:42 pm. Terry Cluchey the motion. All ayes and the regular meeting was adjourned at 6:42 pm.

Respectfully submitted by,

Keith Edwards, Zoning Administrator

April 18, 2023

Approved by the Planning Commission

DRAFT

MEMORANDUM

To: Pentwater Township Planning Commission

From: Keith Edwards, Zoning Administrator

Date: March 17, 2023

Subject: **Proposed Change in the Zoning Map (Rezoning)**
From RR, Rural Residential to R-1, Single Family Residential
Vacant 17.5 acres at Squire Road and 52nd Avenue., Pentwater, MI.
Parcel ID No. 64-001-023-400-01

Introduction

Michael Haack, and Niki (Lisa) Breazeale owners of the above referenced parcel seek to divide the existing 17.5-acre parcel property into two parcels for the purpose of constructing two new homes on the vacant property.

The property is located within the RR, Rural Residential Zoning District which requires a minimum of 10 acres per parcel. Because the 17.5-acre parcel does not contain enough property to be split into two (2) ten-acre (10 acre) parcels, the applicants seek to rezone the property to the next available Zoning District classification, the R-1, Single Family Residential Zoning District. The R-1 Zoning District requires a minimum of two (2) acres per parcel with 165 feet of lot width.

The current Future Land Use Plan map within the existing 2016 Master Plan recommends that the subject property should be used for Low Density Residential uses of a minimum of two (2) acres per lot. The rezoning request meets the intent of the Future Land Use Map designation and the intent of the Low Density Residential uses proposed for the area by being located on a County maintained public road. Should the request to rezone the property be successful. An application to divide the property will have to be submitted in the future.

Background and Discussion

Circa 1984, approximately 2.5 acres was divided from the parent 20-acre property to be used as septic drain fields for a sanitary sewer system, previously installed by the Village of Pentwater, but which is now owned by Pentwater Township. This Sanitary Sewer System serves approximately thirty (30) single-family residential homes within the Mears Addition to Middlesex Plat along Longbridge Road.

Property Analysis

The applicants have provided a copy of a certified survey, prepared by Hepworth Land Surveying, LLC dated May 12, 2000. The subject property is approximately 17.5 acres in size, and is proposed to be divided into two parcels, however, no specific information regarding the proposed land division is available at this time. The property is forested and does not appear to contain any wetland, nor is it located in a Critical Dune area or High-Risk Erosion area.

Because the existing property is now less than 20 acres in size, division of the property is currently prohibited, where a minimum of 10 acres per lot or parcel created is required. Thus, the applicants have requested to rezone the property from RR, Rural residential (10 acres minimum required) to R-1, Single Family Residential (2 acres minimum required).

The R-1, Single Family Residential Zoning District requires a minimum area of 2.0 acres and a minimum lot width of 165 feet. These requirements can be met in accordance with the information provided. The existing property contains approximate 1331 feet of frontage along 52nd Avenue (an unimproved public road on the west side of the subject property) and varies in depth from 354 to 658 feet in depth.

While a single-family residential density of up to eight (8) units are possible on the 17.5 acres available, the division of land is subject to the minimum width requirements of the Zoning Ordinance (165 feet for the R-1 Zoning District) and the Land Division Ordinances of the Township as well as State Statutes that only allow for a maximum width to depth ratio for new lots (or parcels) of 1:4. Thus, the dimensions of the property will not support the maximum of 8 units allowed. I have been informed by the applicants that they seek to develop the property to provide just two parcels at this time.

Zoning and Future Land Use

Properties adjacent to the subject site to the north, with frontage along 51st Avenue and Longbridge Road are located within the R2, Single Family Residential District (1 d.u. per 8,000 sq. ft.), and yet are within the Low Density Residential (1 d.u. per 2 acres) and Lakeshore Residential Land Use Categories on the Future Land Use Map. The same situation applies to properties east of the subject site. Properties to the west and south of the subject site are located within the RR, Rural Residential Zoning District, and the Low-Density Residential Future Land Use category.

The Future Land Use Map indicates that the subject and adjacent properties should observe a single-family residential density of no more than 1 dwelling unit per 2 acres. Future Low-Density Residential land uses are discussed on pages 39-41 of the Township's current Master Plan from 2016. The application is thus consistent with the Township's 2016 master Plan.

Review Process

Unfortunately, the Zoning Ordinance does not contain any guidance for Planning Commission review of a request to change the Zoning Map, but the current Master Plan does. Standards / Criteria for Rezoning are listed on pages 54-55 of the 2016 Master Plan Update as follows:

The following represent generally accepted planning standards/criteria that will be utilized by the respective Planning Commissions in considering future amendment requests to the zoning map of the Village or Township:

- 1. Is the requested change compatible with the existing development pattern and the zoning of the adjacent and nearby properties?*
- 2. Has there been a change in the conditions upon which the original zoning designation was based? Have land uses and/or conditions changed since the zoning was established?*
- 3. Does the proposed zoning better conform to the Master Plan?*
- 4. Will the proposed change conflict with existing or planned public improvements?*
- 5. Will the proposed change adversely affect traffic patterns or congestion?*
- 6. Is the proposed amendment consistent with existing development patterns in the area and appropriate for orderly development of the community? The cost of land and/or other economic consideration pertaining to the applicant shall not be a consideration in reviewing the request.*
- 7. Is the proposed amendment the logical expansion of adjacent zoning districts?*
- 8. Is the timing of the request appropriate given the development trends in the area?*
- 9. Will the proposed change adversely impact the environmental conditions of the site and/or area or the historic resources of the community?*
- 10. Will the proposed change adversely affect the health, safety and welfare of the community and the surrounding area?*
- 11. Other matters which may be appropriate.*

Staff recommends the Planning Commission evaluate/discuss each of the above items relative to the applicant's proposal to rezone the subject site from RR, Rural Residential to R-1 Single Family Residential, recording consensus for each item within the meeting minutes.

Recommendation

At this time, Staff recommends the Planning Commission receive any public comment that might be offered from the audience during the Public Hearing scheduled for the April 11, 2023 Planning Commission meeting, and then review the eleven standards above prior to making a recommendation to the Township Board of Trustees on the request to change the Zoning Map for the subject parcel from RR, Rural Residential to R-1, Single Family Residential.

RECEIVED
2/10/23

APPLICATION FORM

Date 2-10-2023

Application for: (check all that apply)

Special Land Use _____ Site Plan Review _____ Rezoning X
Parking lot _____ Sign Permit _____ Home occupation _____

Applicants Name Michael Haack, Wilki Breareale (Lisa)
Mailing Address PO Box 1102
City Pontwater State MI Zip 49449
Phone # 615 1438 6372 Fax # () _____

Applicants Representative Same
Mailing Address _____
City _____ State _____ Zip _____
Phone # () _____ Fax # () _____

PROPERTY INFORMATION

Address (if known) 52nd Ave
Property Tax I.D. # 64-001-023-400-01 Section # 23
Subdivision name (if applicable) _____
Block # _____ Lot(s) # _____
Nearest main road intersection 52nd Ave and Longbridge Rd.
Square footage of property 871,200.0 SF
Property dimensions 1320 ft X 660 ft.

Zoning District (check one)
RR X _____ WD _____ C4 _____
R1 _____ C1 _____ MHP _____
R2 _____ C2 _____ L1 _____
R3 _____ C3 _____ PUD _____

DISCRIPTION OF PROPOSED USE OF PROPERTY

Residential. We would like to propose to re-zone to R1. We would like to sell a 2.5 - 3.0 acre lot to a family member. Currently in RR minimum lot size is 10 acres.

(USE ADDITIONAL PAGES IF NEEDED)

Applicants signature [Signature] Date 2-10-23

Phone (616) 869-6231

Fax (616) 869-4340

Township of Pentwater

327 Hancock Street
P.O. Box 512
Pentwater, Michigan
49449

Authorization for on Site inspection

This authorization for on site inspection will give the Pentwater Township Zoning Administrator the permission to visit the subject property for the purpose of investigating any questions that he/she may have in regards to the Zoning Permit Application.

IF there are any variances involved with this Application for Zoning Permit, this Authorization for on Site Inspection will also give permission to the individual members of the Pentwater Township Zoning Board of Appeals to visit the subject property for the purpose of investigating any Variance request by the applicant.

This Authorization for On Site Inspection will also authorize the members of the Pentwater Township Planning Commission to visit the site to investigate any questions which may arise on matters that come before the Township Planning Commission.

Applicants signature *[Signature]* Date 2-10-23

Property owner signature *[Signature]* Date 2-10-23

Lisa Nicole Brazzale 2-10-23

=====

OFFICE USE ONLY

Application received by _____ Date _____
Title _____

Is subject property within the Critical Dune Area? Yes___ No___
Is subject property within the High Risk Erosion Area? Yes___ No___
Is an Oceana County Drain Commission Soil and Erosion
Permit required? Yes___ No___
Is hook up to the Village sewer system required? Yes___ No___

APPLICATION TO BE REVIEWED BY

____ Township Zoning Consultant
____ Township Attorney
____ Township Zoning Administrator
____ Pentwater Fire Department
____ Township Engineer
____ Oceana County Road Commission

If any of the above are requested to review this application, the Pentwater Township Planning Commission requires a written response from the respective reviewer.

Standards / Criteria for Rezoning

- 1) Yes, I believe that it is. Our property is surrounded by R2 properties on all sides, and R1 properties are to the Southwest, and Southeast. This proposal for re-zoning seems to match well with the existing pattern of nearby properties, and the future land use plans.
- 2) Yes, I believe the conditions are changing around this RR zone. There are a lot of new builds along the lake, and of course along Mohawk where many new smaller lots have been divided into R2 and are currently being built on. Our property runs the entire length of the Mohawk development.
- 3) The proposed re-zoning of the property certainly fits well with the current Master Plan Zoning assignments but will also work very well for the future.
- 4) No. The proposed change does not conflict with existing of planned public improvements to my knowledge.
- 5) No. The proposed change does not affect traffic patterns or cause congestion to the area.
- 6) Yes. This proposed change seems to work well with the existing pattern of development in our area. It also seems to fit the needs of the community as it continues to grow into the future.
- 7) Yes, it seems evident given the current development pattern, that this is a logical step towards lower density residential property in the future.
- 8) Absolutely. I think this is well timed to work in sync with the current development trend in this area.
- 9) No. The proposed change will not adversely impact the environmental conditions, or the historical resources of the community. We will develop these properties as little as needed to build residential dwellings and appropriate outbuildings for our families. We intend to keep it very rural and as wild as possible.
- 10) No. The proposed zoning change will not adversely affect the health, safety or welfare of the community or the surrounding area.
- 11) I do not see any other matters that need to be added here at this point.

Description Of Proposed use of property

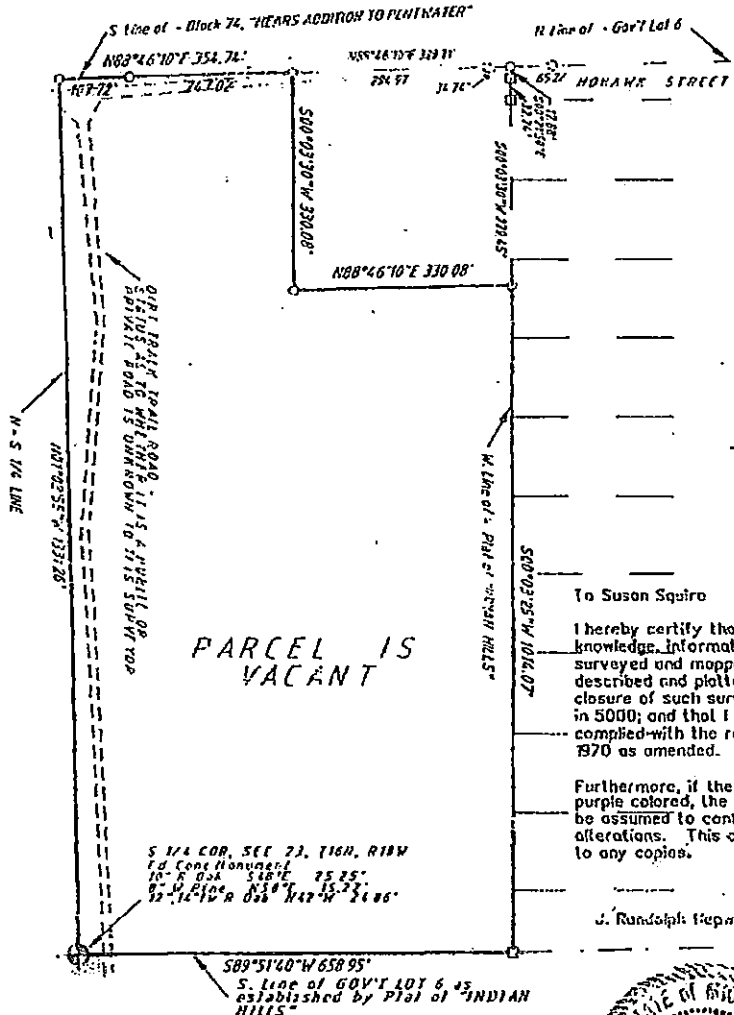
We currently own the 17.5 acre parcel 64-001-023-400-01 (section 23) at the corner of 52nd and Long bridge road. It is currently zoned RR. We would like to divide the land and sell a 2.5-3 acre lot to a family member, and keeping the rest of the acreage for ourselves. We both intend to build our primary residences on these lots. RR zone stipulates that we must have a minimum of 10 acres per lot so splitting the 17.5 is impossible. We are asking for a re-zone to RR1 where 2.5-3 acres would meet the minimum lot requirements for the split. We believe that this will fit nicely with the development trend in our immediate area of the township, while at the same time keeping a low density and natural environment moving forward.

CERTIFICATE OF SURVEY

Legal Description Provided by Client: The West part of Government Lot 6, Section 23, Township 16 North, Range 18 West, Pentwater Township, Oshtemo County, Michigan, being 1320 feet north and south, except the east corner of Government Lot 6 for the point of beginning, thence South 330 feet; thence South 89° West 330 feet; thence North 330 feet; thence East 330 feet to the point of beginning. **NOTE:** The description provided above is in error and does not adequately describe the land purportedly being conveyed. Parcel is better described as follows:

Commencing at the South quarter corner of said Section 23, being the point of beginning,
 thence North 01°01'55" West along the north-south 1/4 line of Block 16 of HEARS ADDITION TO PENTWATER for a distance of 354.74 feet;
 thence North 88°46'10" East along the north line of Government Lot 6, being also the south line of Block 16 of HEARS ADDITION TO PENTWATER for a distance of 330.00 feet;
 thence South 00°03'30" West parallel with and 330.00 feet westerly of the west line of the plat of INDIAN HILLS, as being in the recorded plat thereof, for a distance of 330.00 feet;
 thence North 88°46'10" East parallel with and 330.00 feet southerly of the north line of Government Lot 6 for a distance of 330.00 feet;
 thence South 66°03'25" West along the west line of the plat of INDIAN HILLS 1816.67 feet;
 thence South 89°51'40" West along the south line of Government Lot 6 as established by the plat of INDIAN HILLS 656.95 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record
 18.33 acres
 S00126.05

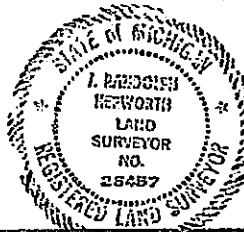


To Susan Squire

I hereby certify that to the best of my knowledge, information and belief I have surveyed and mapped the property as described and plotted herein; that the ratio of closure of such survey was less than one part in 5000; and that I have substantially complied with the requirements of PA 132 of 1970 as amended.

Furthermore, if the Surveyor's signature is not purple colored, the plan is a copy that should be assumed to contain unauthorized alterations. This certification shall not apply to any copies.

J. Randolph Hepworth, PE 26457



BEARING BASIS - S. LINE OF
 "WAGHAAR'S PENTWATER
 LAKE VIEW PLAT"

○ - SET 1/2" X 3/4" IRON
 FOUND CONTINUOUS

SCALE: 1" = 200 FEET

FOR:
 SUSAN SQUIRE

HEPWORTH LAND SURVEYING, LLC

5774 WAYNE AVE
 PENTWATER, MI 49449
 TEL 231-869-2391 FAX 231-869-4061

DISK: 274 CRD: S00118

SCR: S00126;

DATE: MAY 12, 2000

JOB NO: 00126

SHEET 1 of 1

DWN BY: JRH CHK:

PUBLIC HEARINGS PENTWATER TOWNSHIP

The Pentwater Township Planning Commission will conduct a public hearing on Tuesday, April 11, 2023 at 6:00 pm. The purpose of the hearing is to receive public comments on a request to change the Zoning District designation of the following subject property from RR, Rural Residential to R-1, Single Family Residential:

Vacant Property on 52nd Avenue, just south of Squire Street and east of 51st Avenue, off of Longbridge Road, Parcel ID No. 64-001-023-400-01, Part of Section 23 of Pentwater Township, MI

The property contains approximately 17.5 acres and is located adjacent to the west of Mohawk Street properties that are located within the Indian Hills Plat.

The application for the requested rezoning of the above property may be inspected from 9 am to 4 pm Monday through Friday at the Pentwater Township Office, 500 N. Hancock Street, Pentwater, MI 49449.

Written comments may be submitted in advance of the public hearings to:

Zoning Administrator
Pentwater Township
500 N. Hancock Street
P.O. Box 512
Pentwater, MI 49449
(231) 869-6231

OHG 3.29.23

Email: zoningadministrator@pentwatertwp.org

Published Date: March 23, 2023

**PUBLIC HEARINGS
PENTWATER TOWNSHIP**

The Pentwater Township Planning Commission will conduct a public hearing on Tuesday, April 11, 2023 at 6:00 pm. The purpose of the hearing is to receive public comments on a request to change the Zoning District designation of the following subject property from RR, Rural Residential to R-1, Single Family Residential:

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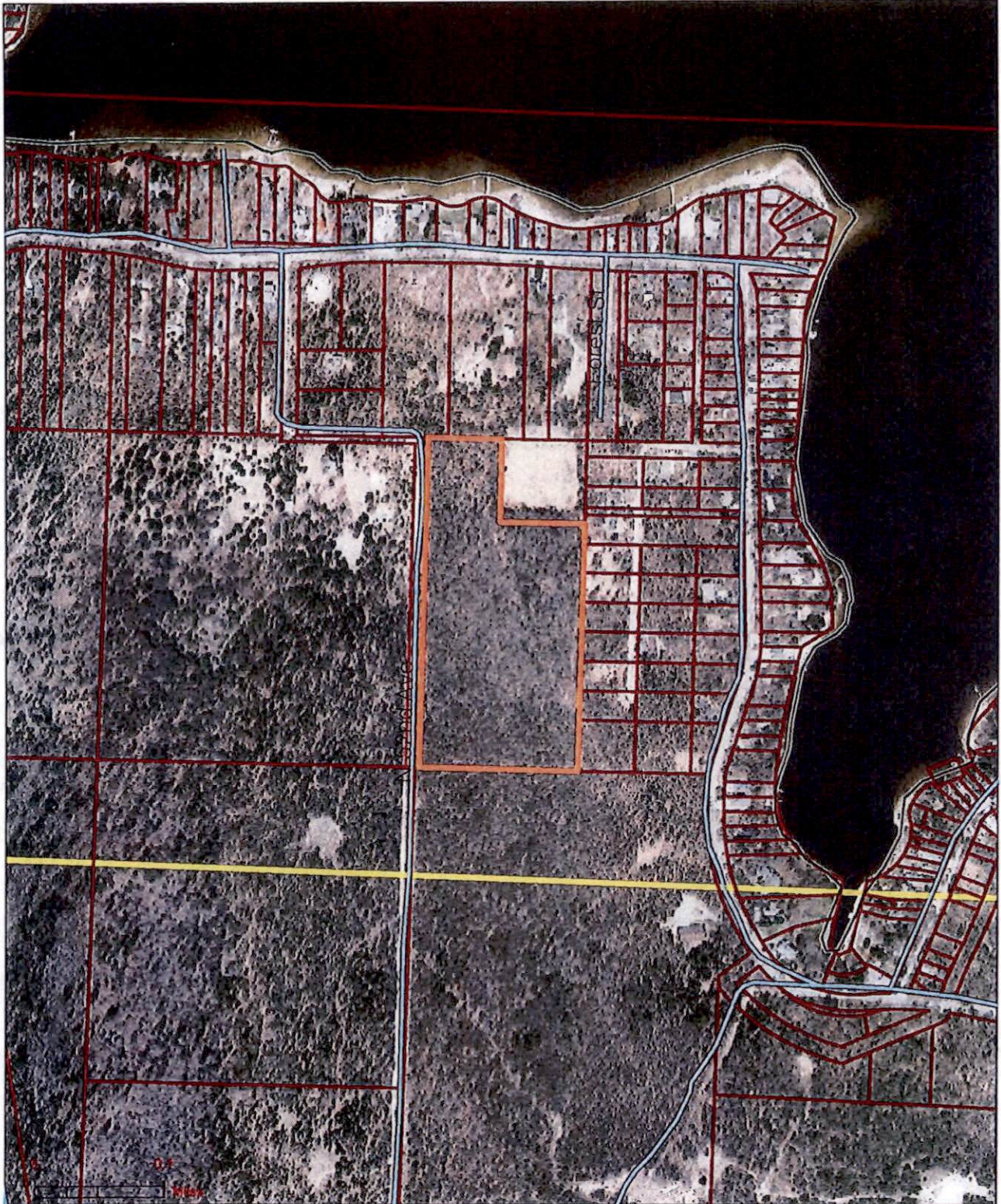
Written comments may be submitted in advance of the public hearings to:

Zoning Administrator
Pentwater Township
500 N. Hancock Street
P.O. Box 512
Pentwater, MI 49449
(231) 869-6231

Email: zoningadministrator@pentwatertwp.org

Published Date: March 23, 2023

PENTWATER

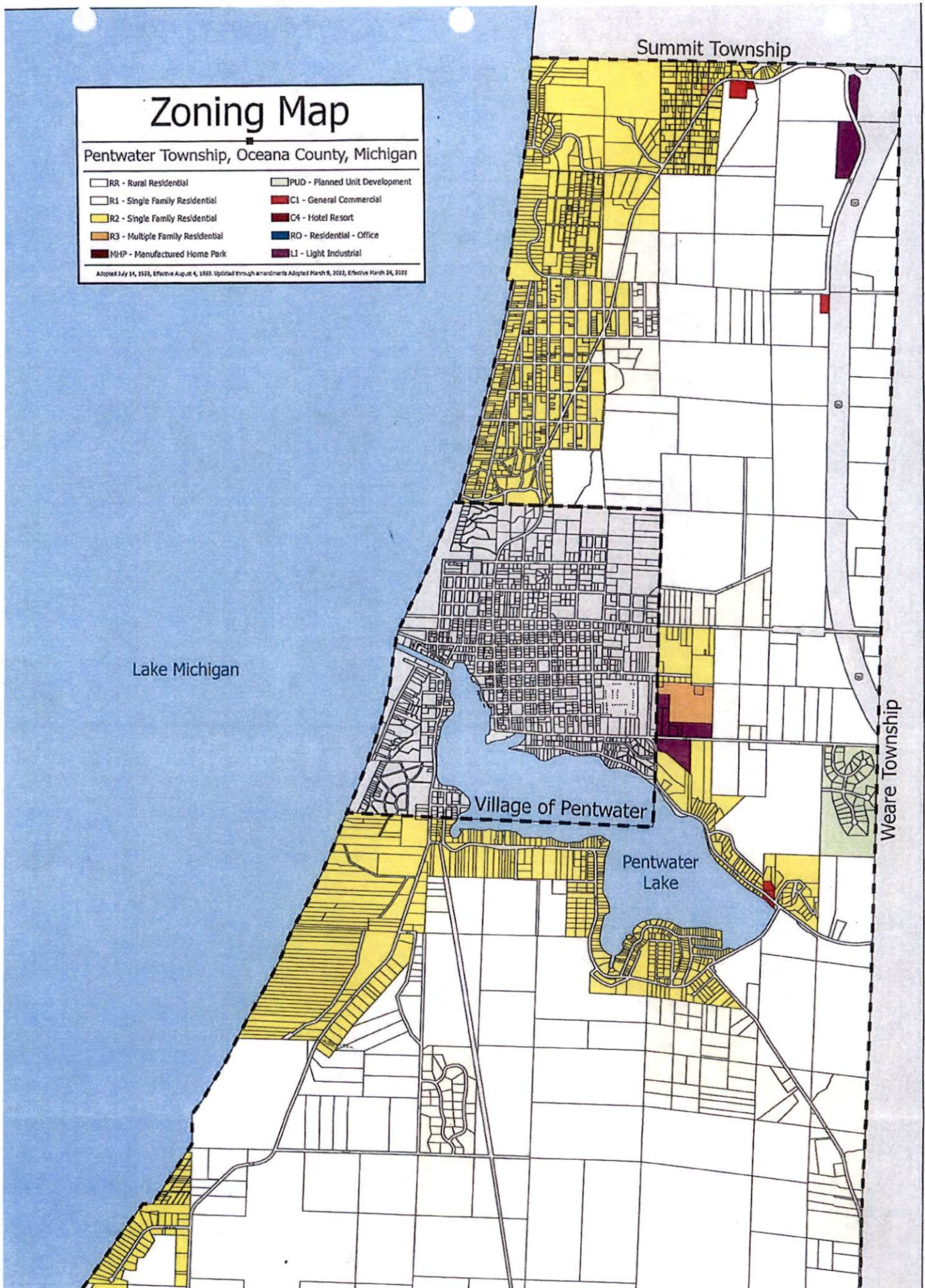


Zoning Map

Pentwater Township, Oceana County, Michigan

RR - Rural Residential	PUD - Planned Unit Development
R1 - Single Family Residential	C1 - General Commercial
R2 - Single Family Residential	C4 - Hotel Resort
R3 - Multiple Family Residential	RO - Residential - Office
MHP - Manufactured Home Park	LI - Light Industrial

Adopted July 14, 1979, Effective August 4, 1989. Updated through amendments Adopted March 9, 2012, Effective March 24, 2012

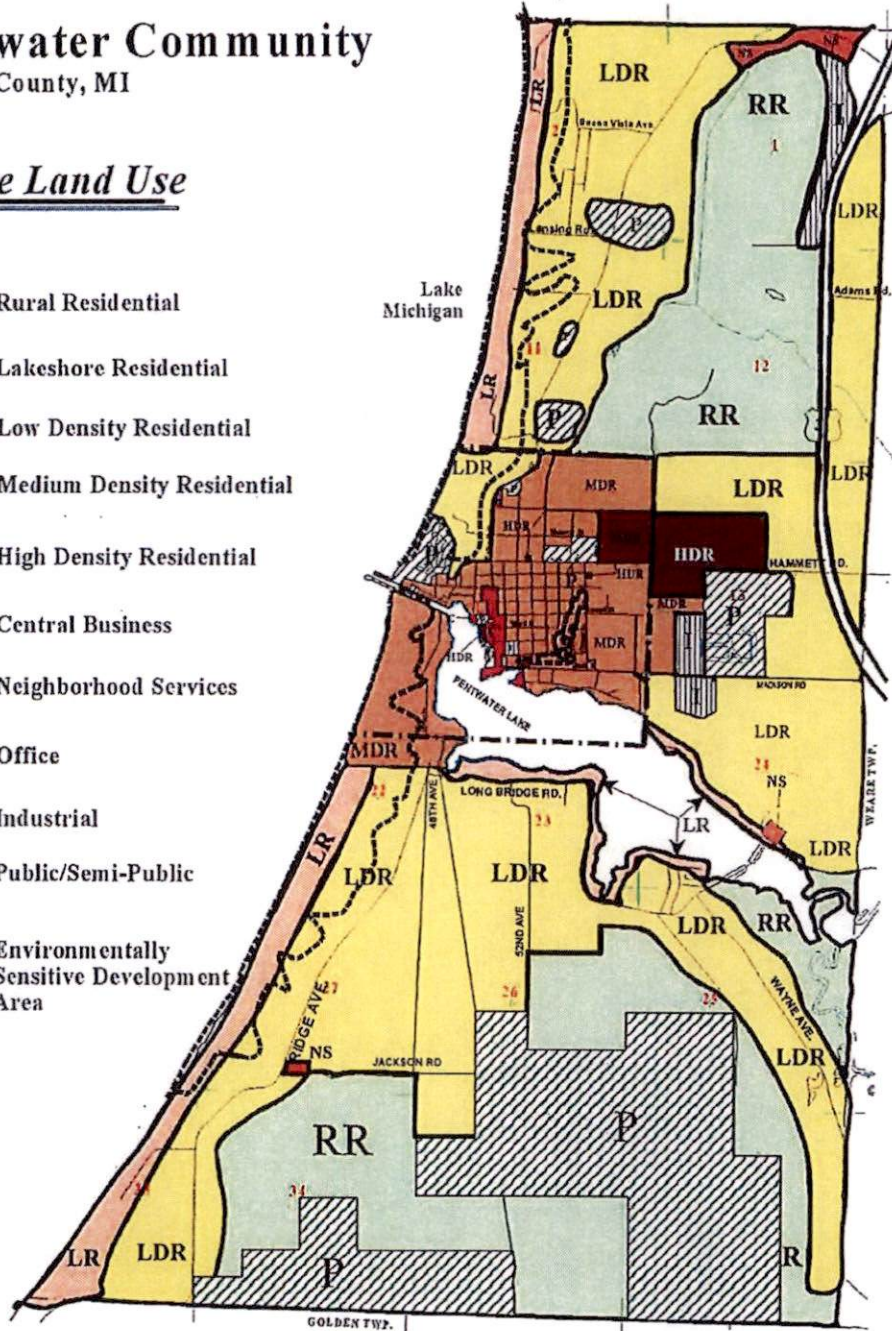


Pentwater Community

Oceana County, MI

Future Land Use

- RR Rural Residential
- LR Lakeshore Residential
- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- C Central Business
- NS Neighborhood Services
- O Office
- Industrial
- P Public/Semi-Public
- Environmentally Sensitive Development Area



0 1000' 2000' 4000' 6000'

December, 2008
Base Map: MIRIS, MDNR



LSL Planning, Inc.
Community Planning Consultants

TOWNSHIP OF PENTWATER
COUNTY OF OCEANA, MICHIGAN

At a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Township Hall, 500 Hancock Street, within the Township, on the 14th day of June, 2023, at 6:00 p.m.

PRESENT: Members: Cavazos, Murphy, Douglas, Holub, Flynn

ABSENT: Members: None

The following ordinance was offered by Member Holub and seconded by Member Douglas:

ORDINANCE NO. 2023-2

AN ORDINANCE TO AMEND THE PENTWATER TOWNSHIP ZONING ORDINANCE

THE TOWNSHIP OF PENTWATER ORDAINS:

Rezoning from RR Rural Residential District to an R-1 Single Family Residential District. The Zoning Ordinance of the Township of Pentwater is hereby amended by the amendment of Section 19.09 thereof, the zoning map, so as to rezone the following described 17.5 acre vacant parcel on 52nd Avenue, just south of Squire Street and east of 51st Avenue, off of Longbridge Road located in the West Part of Government Lot 6, Section 23 from the RR Rural Residential District to the R-1 Single Family Residential District:

Parcel No: 64-001-023-400-01

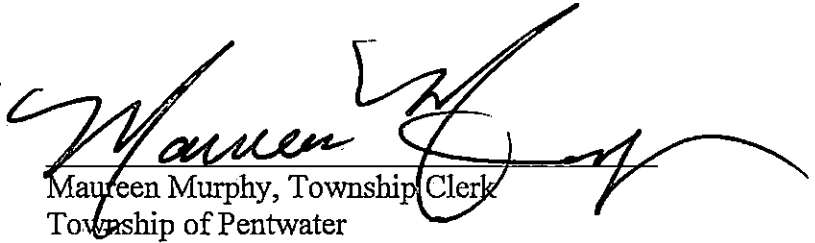
Commencing at the South 1/4 corner of said Section 23, being the Point of Beginning; thence North 01° 02'55" West along the North-South 1/4 line 1331.26 feet; thence North 88°46'10" East along the North line of Government Lot 6, being also the South line of Block 74 Mears Addition to Pentwater for a distance of 354.74 feet; thence South 00°03'30" West parallel with and 330.00 feet Westerly of the West line of the Plat of Indian Hills, according to the recorded plat thereof, for a distance of 330.08 feet; thence North 88°46'10" East parallel with and 330.00 feet Southerly of the North line of Government Lot 6 for a distance of 330.08 feet; thence South 00°03'25" West along the West line of the Plat of Indian Hills 1014.07 feet; thence South 89°51'40" West along the South line Government Lot 6 as established by the plat of Indian Hills 658.95 feet to the Point of Beginning.

Publication; Effective Date. This Ordinance shall become effective seven days after its publication or seven days after the publication of a summary of its provisions in a local newspaper of general circulation, as provided by law.

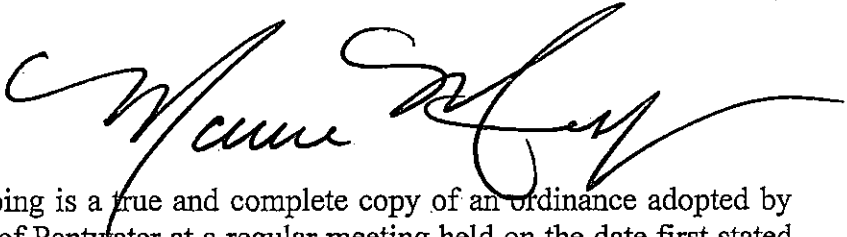
AYES: Members: Holub, Douglas, Cavazos, Murphy, Flynn

NAYS: Members: None

ORDINANCE DECLARED ADOPTED.


Maureen Murphy, Township Clerk
Township of Pentwater

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)



I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Township Board of the Township of Pentwater at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Maureen Murphy, Township Clerk
Township of Pentwater

New Business b

Review & Action: Ordinance XXXX-XX Comprehensive Sanitary Sewer Ordinance.

HOLD DOCS
PENDING INT REVIEW

**TOWNSHIP OF PENTWATER
COUNTY OF OCEANA, MICHIGAN**

At a regular meeting of the Township Board of the Township of Pentwater, Oceana County, Michigan, held at the Pentwater Township Hall, 327 Hancock Street, within the Township, on the _____ day of _____, 2023, at _____ p.m.

PRESENT: Members: _____

ABSENT: Members: _____

It was moved by _____ and seconded by _____ that the following Ordinance be adopted under authority of the Revenue Bond Act of 1933, being Act 94 of the Public Acts of Michigan of 1933, as amended.

ORDINANCE NO. 23-____

AN ORDINANCE TO REGULATE THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO PUBLIC SEWAGE DISPOSAL FACILITIES; TO PROVIDE FOR THE CONNECTION TO AND THE FIXING AND COLLECTION OF RATES AND CHARGES FOR THE USE OF THE SEWAGE SYSTEM, THE ALLOCATION AND USE OF REVENUES DERIVED THEREFROM AND THE ADMINISTRATION OF THE SYSTEM; AND TO PROVIDE PENALTIES FOR ORDINANCE VIOLATIONS AND OTHER MATTERS PERTAINING THERETO.

The Ordinance was then discussed.

Upon roll call vote, the vote upon the motion adopting said Ordinance was as follows:

YEAS: Members: _____

NAYS: Members: _____

The Township Clerk declared the Ordinance adopted.

The following is Ordinance No. 23-____ as adopted:

THE TOWNSHIP OF PENTWATER ORDAINS:

ORDINANCE NO. 23-_____

AN ORDINANCE TO REGULATE THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO PUBLIC SEWAGE DISPOSAL FACILITIES; TO PROVIDE FOR THE CONNECTION TO AND THE FIXING AND COLLECTION OF RATES AND CHARGES FOR THE USE OF THE SEWAGE SYSTEM, THE ALLOCATION AND USE OF REVENUES DERIVED THEREFROM AND THE ADMINISTRATION OF THE SYSTEM; AND TO PROVIDE PENALTIES FOR ORDINANCE VIOLATIONS AND OTHER MATTERS PERTAINING THERETO.

ARTICLE I
SHORT TITLE; FINDINGS; PURPOSE

Section 101. Short Title. This Ordinance shall be known as the “Sewer Connection, Use and Rate Ordinance” and may be cited as such.

Section 102. Objectives Re: Contract Requirements. This Ordinance is adopted in accordance with and in furtherance of the Township’s obligations as set forth in certain agreements by and between the Township of Pentwater (as defined in Section 249, the “Township”) and the Village of Pentwater (as defined in Section 257, the “Village”), with respect to the transfer of ownership of certain sanitary sewer infrastructure located in the Township and the treatment of sewage from certain areas of the Township by the Village at the Village-owned Sewage Treatment Facility.

It is the purpose of the Township by enacting and keeping in force and effect this Ordinance to comply with the requirements of those agreements (collectively, defined in Section 209 as the “Contract”) and to protect and promote the health and welfare of the residents of the Township.

Section 103. Objectives Re: State and Federal Law Requirements. This Ordinance sets forth uniform requirements for Users of the System and enables the Township to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.). In addition, the objectives of this Ordinance include the following:

(a) To prevent the introduction of pollutants into the System which will interfere with the operation of the System and the Sewage Treatment Facility or contaminate the resulting sludge;

(b) To prevent the introduction of pollutants into the System which will pass through the System, inadequately treated, into the receiving stream or the atmosphere or otherwise be incompatible with the System and the Sewage Treatment Facility;

(c) To improve the opportunity to recycle and reclaim wastewaters and sludges from the System;

(d) To provide for equitable distribution of the cost of the System; and

(e) To protect the physical integrity of the System and the Sewage Treatment Facility and to provide for the safety of the public and workers on and in the System and the Sewage Treatment Facility.

Section 104. Findings Re: Public Health, Safety and Welfare. The Township hereby determines that the System is immediately necessary to protect and preserve the public health, safety and welfare of the Township. This determination is based upon the express determination of the State Legislature set forth in Section 12752 of the Michigan Public Health Code and which reads as follows:

“Sec. 12752. Public sanitary sewer systems are essential to the health, safety, and welfare of the people of the state. Septic tank disposal systems are subject to failure due to soil conditions or other reasons. Failure or potential failure of septic tank disposal systems poses a threat to the public health, safety, and welfare; presents a potential for ill health, transmission of disease, mortality, and economic blight; and constitutes a threat to the quality of surface and subsurface waters of this state. The connection to available public sanitary sewer systems at the earliest, reasonable date is a matter for the protection of the public health, safety, and welfare and necessary in the public interest which is declared as a matter of legislative determination.”

ARTICLE II DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

Section 201. Abbreviations shall refer to the following:

- (a) **A.S.T.M.** American Society for Testing Materials
- (b) **W.P.C.F.** Water Pollution Control Federation

Section 202. BOD or Biochemical Oxygen Demand. The quantity of oxidation of organic matter under standard laboratory procedure in five days at twenty degrees Celsius, expressed in milligrams per liter.

Section 203. Building Drain. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning five feet outside the inner face of the building wall.

Section 204. Building Sewer. The extension from the Building Drain to the Public Sewer or other place of disposal.

Section 205. Classes of Users. The division of sanitary sewer customers into classes by similar process or discharge flow characteristics as follows:

(a) **Residential User.** An individual home or dwelling unit, including mobile homes, apartments, condominiums or multifamily dwellings, that discharges only segregated domestic wastes or wastes from sanitary conveniences.

(b) **Commercial User.** Any retail or wholesale business, engaged in selling merchandise or a service, that discharges only segregated domestic wastes or wastes from sanitary conveniences.

(c) **Institutional User.** Any educational, religious or social organization, such as a school, church, nursing home, hospital or other institutional user, that discharges only segregated domestic wastes or wastes from sanitary conveniences.

(d) **Governmental User.** Any Federal, State or local government office or government service facility that discharges only segregated domestic wastes or wastes from sanitary conveniences.

(e) **Industrial User.** Any manufacturing establishment which produces a product from raw or purchased material. This category shall also refer to any nongovernmental User of publicly owned treatment works identified in the Standard Industrial Classification Manual, 1972, under Division A, B, D, E or I, excluding those users already identified in one of the other User classes. Industrial Users subject to the "Industrial Cost Recovery System" shall include the following:

(1) Any nongovernmental User of publicly owned treatment works which discharges more than 25,000 gallons per day of sanitary waste, or a volume of process waste, or combined process and sanitary waste, equivalent to 25,000 gallons per day of sanitary waste;

(2) Any nongovernmental User of a publicly owned treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids or gasses in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any Sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in, or have an adverse effect on, the waters receiving any discharge from the treatment works;

(3) All commercial Users of an individual system constructed with grant assistance under Section 201 (h) of the Act and this subpart;

(4) Any Sewage greater than "normal strength sewage," as defined in this Ordinance.

Section 206. Compatible Pollutant. Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus any additional pollutants identified in the NPDES permit if the treatment works was designed to treat such pollutants and can, in fact, remove such pollutants to a substantial degree. The term "substantial degree" generally means removals in the order of eighty percent or greater.

Section 207. Combined Sewer. A Sewer receiving both surface runoff and Sewage.

Section 208. Connection Charge or Fee. The charge imposed by the Township to regulate the connection of a Building Sewer, either directly or indirectly, to the Public Sewer System. This fee represents (a) the proportional cost attributable to each Structure in which Sanitary Sewage Originates to regulate access to the Public Sewer System and ensures that sufficient capacity exists to accommodate the additional use without overburdening the Public Sewer System or adversely affecting the Township's ability to provide service to the Public Sewer System's existing customers and (b) the benefit to the owner of a Structure in which Sanitary Sewage Originates derived from the connection to the Public Sewer System including, but not limited to, eliminating or reducing the risk of failure of private Sewage Disposal Facilities and the contamination of ground water. See also Direct Connection and Indirect Connection.

Section 209. Contract. Any and all agreements by and between the Township and the Village with respect to: (a) the conveyance by the Village of all right, title and interest of the Township North System to the Township, (b) the treatment of sewage from the Township North System by the Village at the Sewage Treatment Facility, and (c) the conveyance by the Village of all right, title and interest of the Township South System to the Township. To the extent that, at the time of the adoption of this Ordinance, the existing Sanitary Sewer Agreement (as defined in Section 235 below), by and between the Township and the Village is still in effect and has not been terminated by agreement of the Township and the Village, the term "Contract" shall include such agreement.

Section 210. Control Manhole. The structure installed on the Building Sewer to allow access for measurement and sampling of Sewage discharging from industrial and commercial establishments.

Section 211. Cost of Operation and Maintenance. All costs, direct and indirect, inclusive of all expenditures attributable to administration, Cost of Replacement, treatment and collection of Sewage, necessary to insure adequate collection and treatment of Sewage on a continuing basis in conformance with the Village's discharge permit, and other applicable local, state and federal regulations.

Section 212. Cost of Replacement. Expenditures and costs for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the System to maintain the capacity and performance for which the System was designed and constructed.

Section 213. Debt Retirement Charge or Debt Service Charge. A component of the User Charge that represents the amount charged to Users of the Public Sewer to pay all or a portion of the principal, interest and administrative costs of retiring the debt incurred for construction of the Public Sewer System, including a Debt Service Charge imposed by the Village with respect to the Village System and Township North System.

Section 214. Direct Connection. The connection of the Building Sewer directly to the System.

Section 215. Garbage. Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

Section 216. Gravity System. The publicly-owned gravity Sewer Lead which provides the connection between the privately-owned Building Sewer and the Public Sewer System. A diagram of a typical Gravity System is attached to this Ordinance as Appendix II.

Section 217. Grinder Pump. In a Grinder Pump System, the device to which the Building Sewer connects and which grinds and pumps the Sewage to the Public Sewer System for transportation to the Sewage Treatment Facility.

Section 218. Grinder Pump System. The publicly owned Grinder Pump, controls and pressure discharge pipe, including all control boards, controls, floats, pumps, storage tanks and appurtenances thereto which provides the connection between the privately-owned Building Sewer and the Public Sewer System. A diagram of a typical Grinder Pump System is attached to this Ordinance as Appendix III.

Section 219. Health Department. The Oceana County Health Department.

Section 220. Incompatible Pollutant. Any pollutant that is not a Compatible Pollutant, as defined in Section 206 hereof.

Section 221. Indirect Connection. The connection of a Building Sewer to a sewage collection system which is installed and paid for by special assessment or private funds, which sewage collection system is, after construction, turned over to the Township and becomes part of the System (e.g. if a developer constructs sanitary sewers in a plat and connects the sewer line to the System, the connection of each lot in the plat would be an Indirect Connection).

Section 222. Industrial Cost Recovery. The recovery from each Industrial User, as defined, of that portion of the U. S. EPA grant which is allocable to the treatment of industrial wastes from said industries.

Section 223. Industrial Wastes. The liquid wastes from industrial manufacturing processes, trade or business as distinct from segregated domestic strength wastes, or wastes from sanitary conveniences.

Section 224. Infiltration. Any waters entering the System from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls. Infiltration does not include and is distinguished from Inflow.

Section 225. Inflow. Any waters entering the System through such sources as, but not limited to, building downspouts, footing or yard drains, cooling water discharges, seepage lines from springs and swampy areas, and storm drain cross-connections.

Section 226. Infiltration/Inflow. The total quantity of water from both infiltration and inflow.

Section 227. Inspection and Administration Fee. The amount charged, to each applicant by the Township at the time an application is made to the Township for connection to the Public Sewer System, to cover the routine cost of inspecting and approving the physical connection of a Building Sewer and Service Connection to the Public Sewer System, the issuance of a connection permit and related administrative expenses.

Section 228. Inspector. Any person or persons authorized by the Township and Village including, but not limited to, the Superintendent, to inspect and approve the installation of Building Sewers, the Service Connection and their connection to the Public Sewer.

Section 229. May. Is permissive.

Section 230. MEGLE or EGLE. The Michigan Department of Environment, Great Lakes and Energy or its successor.

Section 231. Natural Outlet. Any outlet into a watercourse, pond, ditch, lake or other body of surface water or ground water.

Section 232. Normal Strength Sewage. A sanitary wastewater flow containing an average daily BOD of not more than 200 mg/1 or an average daily suspended solids concentration of not more than 250 mg/1.

Section 233. NPDES Permit. The permit issued pursuant to the National Pollution Discharge Elimination System for the discharge of wastewater into the waters of the State.

Section 234. Person. Any individual, firm, company, association, society, corporation or group.

Section 235. pH. The logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

Section 236. Pretreatment. The treatment of extra strength wastewater flows in privately owned pretreatment facilities prior to discharge into the System and the Sewage Treatment Facility.

Section 237. Properly Shredded Garbage. The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

Section 238. Public Sewer or System. The sanitary sewer collection and transmission system in the Township, which includes all publicly-owned mains, lift stations, pumps, valves, tanks, drain fields, odor control facilities and all appurtenances thereto that constitutes both the Township North System and the Township South System, and those components of the Village System, including the Sewage Treatment Facility, necessary for the conveyance and treatment of Sewage from the Township North System, established in accordance with the Contract, together with any such extensions, or improvements thereto currently existing or hereinafter acquired or constructed. A map showing the location and service area for the Township's Public Sewer System Service District, including the Township North System and the Township South System is attached to this Ordinance as Appendix I and incorporated by reference herein.

Section 239. Sanitary Sewer Agreement. The Sanitary Sewer Agreement, by and between the Township and Village and dated as of June 18, 1984, which provided for the

acquisition, constructing, ownership, operation and maintenance of the Township North System and the Township South System.

Section 240. Septic Tank. A watertight tank or receptacle used to receive domestic Sewage and is intended to provide for the separation of substantial portions of the Suspended Solids in such Sewage and the partial decomposition by bacterial action on solids so separated.

Section 241. Service Connection. The portion of the Public Sewer System which extends either to or onto the parcel of land adjacent to the path of the Public Sewer System, and includes the sewer main, tee/wye, valve, check valve, connector pipes, the Sewer Lead, the Gravity System or the Grinder Pump System, electrical controls and appurtenances, but not including the Building Sewer.

Section 242. Service District. All areas within the Township currently served by the System or capable of being served by the System, as shown on the map(s) attached hereto as Appendix I, primarily consisting of all residential-, commercial- and industrial-zoned land located within Sections 23, 24, 25 and 26 of the Township, including areas served by the Township North System and the Township South System.

Section 243. Sewage. A combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such surface and ground waters as may be present.

The three most common types of Sewage are:

(a) **Sanitary Sewage.** The combination of liquid and water-carried wastes discharged from toilet and other sanitary plumbing facilities.

(b) **Industrial Wastes.** The liquid wastes from industrial manufacturing processes, trade and business as distinct from segregated domestic strength wastes or wastes from sanitary conveniences.

(c) **Combined Sewage.** Wastes, including Sanitary Sewage, Industrial Wastes, storm water and infiltration and inflow, carried to the Sewage Treatment Facility by a Combined Sewer.

Section 244. Sewage Disposal Facilities. Any Septic Tank, Subsurface Disposal System or other devices used in the disposal of Sewage and which are not part of the System.

Section 245. Sewage Treatment Facility. Any arrangement of devices and structures used for treating Sewage, including the Village's publicly-owned wastewater treatment plant.

Section 246. Sewage Works. All facilities for collecting, pumping, treating and disposing of Sewage.

Section 247. Sewer. A pipe or conduit for carrying Sewage.

Section 248. Sewer Lead. That portion of the Service Connection which connects to the sewer main located in the public right-of-way and extends therefrom to the property line.

Section 249. Sewer Rates and Charges. All Sewer rates, charges and fees due for connection to and use of the Public Sewer System, and any fines, penalties or interest thereon, due or imposed pursuant to this Ordinance, including, but not limited to, the Connection Fee, User O&M Charge, Debt Service Charge, Inspection and Administration Fee, User Surcharge, and Miscellaneous User Fee.

Section 250. Shall. Mandatory.

Section 251. Slug. Any discharge of Sewage or Industrial Waste which, in concentration of any given constituent, exceeds for any period of duration longer than fifteen minutes more than five times the average twenty-four hour concentration of flows during normal operation.

Section 252. Special Assessment District. All Special Assessment Districts determined at any time by the Township Board for the provision of sanitary sewer service by the Public Sewer.

Section 253. Special Assessment Roll. All Special Assessment District Rolls confirmed at any time for a Special Assessment District by the Township Board.

Section 254. Storm Drain or Storm Sewer. A Sewer which carries storm and surface waters and drainage, but excludes Sewage and Industrial Wastes, other than unpolluted cooling water.

Section 255. Structure in Which Sewage Originates. A building in which toilet, kitchen, laundry, bathing or other facilities which generate Sewage are used or are available for use for household, commercial or industrial purposes.

Section 256. Subsurface Disposal System. An arrangement for distribution of septic tank effluent beneath the ground surface (also referred to as a "drainfield system," "tile field" or "dry well" or a "soil absorption system").

Section 257. Superintendent. The Superintendent of Public Works of the Village or his or her authorized deputy, agent or representative.

Section 258. Suspended Solids. Solids that either float on the surface of, or in suspension in, water, Sewage or other liquids and which can be removed by laboratory filtering.

Section 259. Township. The Township of Pentwater, Oceana County, Michigan, as represented by the Pentwater Township Board of Trustees.

Section 260. Township North System. The Township's sanitary sewer collection system consisting of a 2 1/2" force main and related appurtenances located along US-31 business route (Monroe Road) in the Township lying northerly and easterly of Pentwater Lake in Sections 23 and 24 of the Township, which was originally constructed as part of the Village System pursuant to the Sanitary Sewer Agreement.

Section 261. Township South System. The publicly-owned sanitary sewer collection system, including but not limited to all pipes, pumps, valves, controls, tanks, and drain fields, that

serves portions of the Apache Hills, Ottawattamie Park, Mears Addition to Middlesex, and Gamble's residential subdivisions via the Hilltop Drain Field System and the Wayne Road Drain Field System located within the Township south of Pentwater Lake in Sections 23, 24, 25 and 26 of the Township.

Section 262. Unit or Units. A standard basis of measuring the relative quantity of Sewage, including the benefits derived from the disposal thereof, arising from the occupancy of a freestanding single-family residential dwelling (but such term shall not necessarily be related to actual use arising from any particular dwelling). A listing of the relative relationships between the various Users of the System is hereby determined by the Township and is set forth in Appendix IV to this Ordinance. The assignment of Unit(s) to a particular User shall be determined from time to time by resolution of the Township Board, based upon the use to which the User's property is put. Each User shall be assigned a minimum of one (1) Unit. A building containing multiple Users shall be assigned a minimum of one (1) Unit for each User. The assignment of Unit(s) for any use not enumerated in Appendix IV shall, in the sole discretion of the Township, be based upon the most similar use enumerated in Appendix IV.

Section 263. U.S. EPA. The Environmental Protection Agency or its successor agency.

Section 264. User. A recipient of services provided by the System including premises which are connected to and discharge Sewage into the System.

Section 265. User Charge. A charge, based on Units, charged to Users of the System. The charge represents (a) that User's proportionate share of the cost of Cost of the Operation and Maintenance (including Cost of Replacement) of the System; (b) the benefit to that User derived from the availability and use of the System; and (c) includes the User O & M Charge and Debt Service Charge, if any.

Section 266. User O & M Charge. The charge levied on all Users of the System for the Cost of Operation and Maintenance, including replacement of the System and Sewage Treatment Facility.

Section 267. User Surcharge. A charge imposed on a User of the System for discharges of Sewage that are in excess of Normal Strength Sewage.

Section 268. Village. The Village of Pentwater, Oceana County, Michigan, as represented by the Pentwater Village Council.

Section 269. Village System. The system for the transmission, collection and treatment of Sewage located within the Village, including the Sewage Treatment Facility.

Section 270. Watercourse. A channel in which a flow of water occurs, either continuously or intermittently.

ARTICLE III USE OF PUBLIC SEWERS REQUIRED

Section 301. Discharge of Sewage. No Person shall place, deposit or permit to be deposited, in any unsanitary manner, upon public or private property within the Township or in

any area under the jurisdiction of the Township, any Sewage, Industrial Wastes or other polluted waters except where suitable treatment has been provided in accordance with standards established by EGLE, U.S. EPA and this Ordinance.

Section 302. Certain Sewage Disposal Facilities Prohibited. Except as hereinafter provided, no Person shall construct or maintain any privy, privy vault, septic tank cesspool or other facility intended or used for disposal of Sewage other than as specified in this Article or Article IV of this Ordinance.

Section 303. Mandatory Connection of Properties in Special Assessment District. All owners of Structures in which Sanitary Sewage Originates, now situated or hereafter constructed within a Special Assessment District, are hereby required at their expense to install suitable plumbing fixtures and connect such facilities directly with the Available Public Sanitary Sewer System in accordance with the provisions of this Ordinance. The Township may require any such owners, pursuant to the authority conferred upon it by law or ordinance, to make such installations or connections which must have the approval (during and after construction) of the Inspector.

Section 304. Connection of Existing Improved Properties in Service District Outside Special Assessment District. Owners of all presently situated Structures in which Sanitary Sewage Originates, which are located in the Service District and which are currently served by private Sewage Disposal Facilities, shall not be required to connect to the Available Public Sanitary Sewer System until such time as:

(a) the existing private Sewage Disposal Facilities fail (as determined by the Health Department) and the Health Department will not issue a permit for new private Sewage Disposal Facilities for the premises, or

(b) connection of all improved properties within the area in which said premises are located is declared a necessity by the Township for the public health and welfare.

Upon the occurrence of any such event connection shall be made to the Public Sewer System in accordance with Section 303 and Section 305. In the alternative, an owner of property subject to this Section 304, may connect to the Public Sewer System at any time in compliance with the terms of this Ordinance.

Section 305. Connection Deadline. As a matter of public health, all connections to the Public Sewer System required hereunder, shall be completed no later than twelve (12) months after the last to occur of the date of official notice by the Township to make said connections or the modification of a structure so as to become a Structure in which Sanitary Sewage Originates. Newly constructed structures required to connect shall be connected prior to occupancy thereof. Persons who fail to complete a required connection to the Public Sewer System within such twelve (12) month period shall be liable for a civil penalty equal in amount to the User Charges and Debt Service Charges that would have accrued and been payable had the connection been made as required.

Section 306. Enforcement in the Event of a Failure to Connect. In the event a required connection to the Public Sewer System is not made within the time provided by Section 305, the Township shall require the connection to be made immediately after notice given by first class or

certified mail or by posting on the property. The notice shall give the approximate location of the Available Public Sanitary Sewer System and shall advise the owner of the affected property of the requirement and enforcement provisions provided by Township ordinance and state law. In the event the required connection is not made within 90 days after the date of mailing or posting of the written notice, the Township may bring an action in the manner provided by law in a court of competent jurisdiction for a mandatory injunction or court order to compel the property owner to immediately connect the affected property to the Available Public Sanitary Sewer System.

Section 307. Extensions of Public Sewer System to Service New Developments.

(a) The owner of premises located within the Township but not served by an Available Public Sewer may elect to extend the Public Sewer and connect his premises thereto, subject to the conditions for sewer extensions set forth in Section 309.

(b) The owner (or developer) of lands in the Township proposed for development (whether by site condominium, subdivision, land division or otherwise) for which land use approval is received after the effective date of this Ordinance, shall be required to extend the Public Sewer and connect the premises so developed to the Public Sewer subject to the conditions for sewer extensions set forth in Section 309 if the distance measured in feet from the nearest edge of the proposed development to the nearest point of the Public Sewer when divided by the number of Units proposed for the development equals one hundred feet or less. This subsection 307(b) shall not apply to lands improved by one single family residence located adjacent to the then existing terminus of the Public Sewer.

Section 308. Connection of Premises Not Abutting the Public Sewer System.

Premises not abutting an existing Public Sewer shall be permitted to connect to the Public Sewer System only upon the consent of the Township Board. The consent of the Township Board shall be granted or denied by the Township Board in the exercise of its reasonable discretion and shall be based upon the continued availability of capacity in the Public Sewer System and other considerations deemed appropriate by the Township Board and consistent with this Ordinance, including, but not limited to, the terms of the Contract with the Village, if applicable. To the extent an extension of the Public Sewer is required, the conditions set forth in Section 309 shall apply. In its discretion, the Township Board may require the person requesting the connection of a premises not abutting an existing Public Sewer to provide, at the sole expense of said person, an engineering report by a consulting engineer acceptable to the Township addressing the cost and feasibility of the proposed sewer service (and any sewer extension necessitated thereby) in the context of the foregoing considerations.

Section 309. Conditions for Extension of Public Sewer by Property Owner. If connection to the Public Sewer is required by Section 307(b) of this Ordinance, but there is no available Public Sewer adjacent to the premises, or if a property owner elects to extend the Public Sewer, such extension shall be in accordance with the following requirements, unless modified by the terms of a written agreement between the Township and the property owner pursuant to Section 310:

(a) The sewer main shall be extended to the premises in a public right of way, or in an easement owned by the public to the premises in question. If the sewer is to be

extended for the purpose of serving a new development, including but not limited to a site condominium, subdivision, or division of land which involves the installation of a new public or private road, the sewer main shall be extended throughout such new road so that the sewer abuts all units or lots within the development, within an easement dedicated to the public if not located in a public street right of way.

(b) If a sewer main is extended to a premises, the main shall be installed across the entire frontage of the premises served, to the border of the adjacent premises. For developments for which a new public or private road is constructed, the sewer main shall be extended across the entire frontage of the development on the existing adjacent public or private road, in addition to being extended within the new road to all lots or units within the development. All sewer main extensions shall be located within an easement dedicated to the public, if not located in a public street right of way.

(c) The sewer main shall be constructed in accordance with specifications approved by the Township and, to the extent required by the Contract, the Village.

(d) The design, planning and construction of the sewer main and related facilities shall comply with all State, County and, if applicable, Village requirements and approval procedures.

(e) Upon completion of the sewer main, verification by the Inspector that it has been properly constructed, and proof that all contractors have been paid for the cost thereof (including lien waivers if requested), the sewer main shall be dedicated to the Township, without cost to the Township or the Village. Upon acceptance of dedication, the Township shall thereafter be responsible for maintenance of the sewer main. The Township shall be assigned, or be a third party beneficiary of, all construction contracts and material and equipment warranties.

(f) The person responsible for installing the sewer shall reimburse the Township and Village for the cost to review plans and specifications of the sewer extension including, but not limited to, costs of the Township's and/or Village's engineer to review said plans and specifications, and the cost of acquisition of right-of-way, if necessary, including attorney fees, appraisal fees, cost of land title research and all other expenses of any condemnation proceedings. The person responsible for installing the sewer shall pay an amount to the Township, in advance, at least equal to the estimated fees for such review and acquisition. Any excess not required to complete the improvements shall be refunded to the responsible party; any shortfall shall be paid before connection of any premises is permitted.

(g) The entire cost of installation of the sewer main, including but not limited to engineering, construction, permits and restoration shall be paid by the owner or owners of the premises to whom sewer is being extended.

(h) In addition to the extension of a sewer main as required, the owner of premises to be connected to the System shall reimburse the Township and the Village for the cost of making improvements to System facilities, which are necessary as a result of the additional connections proposed to be made by the owner of the premises or by a

development which will be provided with public sewer, including but not limited to increasing the size of downstream sewer mains to provide sufficient capacity, increase in the capacity of lift stations, and increase in treatment capacity of the Sewage Treatment Facility. In such a situation, the responsible party and the Township shall enter into an agreement whereby the responsible party pays to the Township, in advance, an amount equal to at least the estimated cost of making such improvements. Any excess not required to complete the improvements shall be refunded to the responsible party; any shortfall shall be paid before connection of any premises is permitted.

(i) In its discretion, the Township Board may require the person requesting the extension or required to construct an extension to provide at the sole expense of said person an engineering report by a consulting engineer acceptable to the Township addressing the cost and feasibility of the proposed extension in the context of the foregoing conditions.

Section 310. Sewer Extension Agreements. The Township shall have the authority to negotiate agreements for sewer extensions with landowners, developers and other municipalities, which agreements may take into consideration issues of demand, benefit, capacity, necessity, timing and funding and may provide for construction advances, prepayment of rates and charges, pay back arrangements of up to 15 years and similar matters.

Section 311. Discharge of Industrial Wastes. Any User discharging Industrial Wastes to the Public Sewer, Storm Sewer or receiving stream shall file the material listed below with the Township and the Superintendent, and no Person shall furnish the Township and the Superintendent with any material or information pursuant to this subsection that is false in any particular.

(a) The Township may require a User who applies for sewer service, receives sewer service, or through the nature of the enterprise creates a potential environmental problem, to do the following:

(1) File a written statement setting forth the nature of the enterprise, the source and amount of water used, and the amount of water to be discharged, with the present or expected bacterial, physical, chemical, radioactive or other pertinent characteristics of the wastes.

(2) Provide a plan map of the building, works or complex, with each outfall to the surface waters, Sewer, Storm Sewer, natural watercourse or ground waters noted and described and with the waste stream identified.

(3) File a sample, test and file reports with the Superintendent and the appropriate State agencies on appropriate characteristics of wastes on a schedule, at locations, and according to methods approved by the Superintendent and the appropriate State agency.

(4) File an affidavit placing waste treatment facilities, process facilities, waste streams or other potential waste problems under the specific supervision and control of persons who have been certified by an appropriate State agency as properly qualified to supervise such facilities.

(5) Provide a report on raw materials entering the process or support system, intermediate materials, the final product, and waste by-products, as those factors may affect waste control.

(6) Maintain records and file reports on the final disposal of specific liquids, solids, sludge, oil, radioactive material, solvent or other waste.

(7) Give written notification to the Superintendent if any industrial process is to be altered so as to include or negate a process waste or potential waste, subject to approval.

(b) The Township may charge any User discharging Industrial Wastes to the Public Sewer, Storm Sewer, receiving stream or Natural Outlet a User Surcharge in accordance with this Ordinance and, such User Surcharge shall be in addition to any other such Sewer Rates and Charges that may be imposed on the User by the Township in accordance with this Ordinance.

(c) Any discharge from the Township North System to the Village System for treatment at the Village Sewage Treatment Facility shall comply with all requirements of the Village with respect to such discharges including, but not limited to, pretreatment, monitoring and testing, inspection, and liability for Surcharges.

ARTICLE IV PRIVATE SEWAGE DISPOSAL

Section 401. Private Sewage Disposal Facilities. Where a Public Sewer is not available under the provisions of Section 304, the Building Sewer shall be connected to private Sewage Disposal Facilities complying with all requirements of the Health Department and EGLE.

Section 402. Connection to Public Sewer; Abandonment. At such time as the Public Sewer becomes available under the provisions of Section 304 to a property served by a private sewage disposal system, a Direct Connection shall be made to the Public Sewer in compliance with this Ordinance, and any private Sewage Disposal Facilities shall be abandoned and filled with suitable material.

Section 403. Operation and Maintenance. The owner shall operate and maintain the private Sewage Disposal Facilities in a sanitary manner at all times, at no expense to the Township or the Village.

Section 404. Governmental Requirements. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the Village, Michigan Department of Public Health, EGLE and/or the Health Department.

ARTICLE V BUILDING SEWERS AND CONNECTIONS

Section 501. Permit Requirement. No Person shall uncover, make any connection with or opening into, use, alter or disturb any Public Sewer or appurtenance thereof, without first obtaining a written permit from the Township and the Superintendent, if applicable, except that a

property owner may make a connection from a properly constructed lateral to his or her residence. Before a general license or a particular permit may be issued for excavating for plumbing or drain laying in any public street, way or alley, the Person applying for such permit shall execute unto the Township and deposit with the Township Treasurer a bond with a corporate surety in the sum of five thousand dollars (\$5,000) (or such other greater or lesser amount as may be established by resolution of the Township Board from time to time), conditioned that he or she will faithfully perform all work with due care and skill and in accordance with the laws, rules and regulations established under the authority of the Township and, if applicable and required, the Village, pertaining to sewers and plumbing. This bond shall state that the person will indemnify and save harmless the Township, the Village (if a connection to the Township North System) and the owner of the premises against all damages, costs, expenses, outlays and claims of every nature and kind arising out of mistake or negligence on his or her part in connection with plumbing, sewer line connection, or excavating for plumbing or sewer connection as prescribed in this Ordinance. Such bond shall remain in force and must be executed for a period of one year, except that, upon such expiration, it shall remain in force as to all penalties, claims and demands that may have accrued thereunder prior to such expiration. The licensee shall also provide public liability insurance for the protection of the Township, the Village (if a connection to the Township North System), the property owner, and all persons, to indemnify the foregoing for all damage caused by accidents attributable to the work, with limits of \$500,000 for one person, \$1,000,000 for bodily injuries per accident, and \$500,000 for property damage.

Section 502. Permit Application. There shall be three classes of Building Sewer permits: (1) Residential, (2) Commercial, and (3) Industrial. In any case, the owner or his or her agent shall make application on a special form furnished by the Township and the Village (if a connection to the Township North System). The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Township or the Superintendent (if a connection to the Township North System), and shall be accompanied by payment of the applicable Connection Fee determined in accordance with Section 702, any civil penalty which has accrued pursuant to Section 303 above, the Inspection and Administration Fee, the plans and specifications of all plumbing construction within the premises (when requested), and all other information required by the Township and the Village (if a connection to the Township North System).

Section 503. Approval of Application. The approval of a permit application for connection of the Service Connection to the System shall be subject to:

(a) compliance with all terms of this Ordinance, including, without limitation, Section 502, above, and the rules and regulations of the Township, Village (if a connection to the Township North System), Health Department and EGLE;

(b) the availability of capacity in the System; and

(c) compliance of the plans and specifications for connection with the Township's standards for construction, which may be modified by resolution of the Township Board from time to time, but include (unless otherwise modified) the following:

(1) A separate and independent Building Sewer shall be provided for every building, except that where one building stands at the rear of another on an

interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the Building Sewer from the front building may be extended to the rear building and the whole considered as one Building Sewer. Other exceptions will be allowed only by special permission granted by the Township.

(2) Old Building Sewers or portions thereof may be used in connection with new buildings only when they are found, on examination and after testing by the Superintendent or his or her representative, to meet all requirements of this Ordinance.

(3) The Building Sewer shall be constructed of pipe meeting the then-current ASTM specifications.

(4) All Building Sewer joints and connections shall be made gastight and watertight and shall conform to the requirements of the Building and Housing Code. Asbestos cement or clay sewer pipe joints shall be of the rubber ring, flexible, compression type. The pipe joints for PVC plastic shall be either rubber ring joints or solvent welded joints. The joints and connections shall conform to the manufacturer's recommendations.

(5) The size and slope of the Building Sewers shall be subject to the approval of the Township, but in no event shall the diameter be less than four inches. Minimum grade shall be as follows:

6-inch pipe - 1/8" per foot or 1" per 8 feet

4-inch pipe - 1/4" per foot or 2" per 8 feet

(6) Whenever possible, the Building Sewer shall be brought to the building at an elevation below the basement floor. No Building Sewer shall be laid parallel to, or within three feet of, any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost. All excavations required for the installation of a Building Sewer shall be open trench work unless otherwise approved by the Superintendent. Pipe laying and backfill shall be performed in accordance with current ASTM specifications, except that no backfill shall be placed until the work has been inspected by the Superintendent or his or her representative. No sand or foreign material shall be allowed to enter the System during connection construction.

(7) In all buildings in which any Building Drain is too low to permit gravity flow to the Public Sewer, Sanitary Sewage carried by such drains shall be lifted by artificial means and discharged to the Building Sewer, subject to approval by the Superintendent.

(8) The connection of the Building Sewer into the Public Sewer shall be made at the "Y" branch designated for the property if such branch is available at a suitable location. Any connection not made at the designated "Y" branch in the main sewer shall be made only as directed by the Superintendent.

Section 504. On-Lot Easement Requirements. Prior to the approval and issuance of a Service Connection permit for a Grinder Pump System, the applicant will be requested to have executed by the property owner(s) of record for the premises to be connected, an easement in a form provided by the Township granting permission to the Township to install, construct, operate, maintain, repair and replace the Service Connection to be installed on the premises.

(a) If the applicant provides such easement, then the Township shall provide, at its cost, all needed repairs, operation, maintenance and replacement of the Service Connection in accordance with Section 511, below.

(b) If the applicant, for any reason, declines to provide said easement, then the permit shall be issued in the discretion of the Township, together with an appropriate bill of sale conveying from the Township to the property owner title to all components comprising the Service Connection. Following installation of the Service Connection by the property owner (which installation is subject to inspection by the Inspector in accordance with the terms of this Ordinance), the property owner shall, at his or her expense, repair, operate, maintain and replace the Service Connection in accordance with Section 512, below.

(c) A property owner or his or her successor may, at any time following the installation of a Service Connection on a premises for which no easement was provided to the Township prior to the issuance of a permit, grant the appropriate easement to the Township. The Township shall accept said easement and assume the responsibility for repair, operation, maintenance and replacement provided that the Inspector has inspected the Service Connection and is satisfied that the Service Connection is in good working order, reasonable wear and tear excepted.

In the event such inspection reveals that the Service Connection has not been properly maintained or that the condition of the Service Connection has deteriorated beyond reasonable wear and tear, the Township may condition its acceptance of the easement and assumption of the fiscal responsibility for operation, maintenance and repair and replacement of the Service Connection upon

(1) appropriate repairs of the Service Connection at the expense of the property owner,

(2) replacement of the Service Connection or individual components thereof at the expense of the property owner or

(3) such other conditions as the Township, in the exercise of its reasonable judgment, deems appropriate.

The acceptance of the easement by the Township shall be accompanied by an executed bill of sale by the property owner conveying the Service Connection to the Township.

(d) Section 504 shall not apply to any premises for which the installation of the Service Connection was made by a contractor engaged by the Township or the County pursuant to the Contract or any future supplement or amendment thereto, it being the

assumption in these circumstances that the property owner had granted an appropriate easement prior to said installation.

(e) Section 504 shall not apply if the Service Connection is a Gravity System.

Section 505. Cost of Installation of Building Sewer and Connection to Public Sewer; Indemnification. The cost of all repairs, operation, maintenance and replacements of existing Building Sewers and their connection to Public Sewer Systems shall be borne by the property owner. If the property owner has not granted an easement to the Township to maintain a Service Connection which is a Grinder Pump System, then the cost of all repairs, operation, maintenance and replacement of the Service Connection shall also be borne by the property owner.

Section 506. Inspection. The applicant for connection of the Building Sewer shall notify the Township when the Building Sewer is ready for inspection and connection to the Public Sewer. The connection shall be made under the supervision of the Superintendent or his or her representative. If the Township determines that the Building Sewer has been constructed and installed in accordance with the requirements of this Ordinance, the Building Sewer shall then be connected to the Public Sewer under the observation of the Inspector. The inspection shall include the installation of all required components, including without limitation, wiring, conduit, sealants, riser, discharge lines and related necessary appurtenances. The inspection required by this Section shall include the abandonment of the private Sewage Disposal Facilities in the manner required by this Ordinance and the Health Department.

Section 507. Public Safety Requirements; Restoration. All excavations for Building Sewer installation and connection to the Public Sewer shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Township, the County Road Commission and all other governmental entities having jurisdiction.

Section 508. Availability of Capacity in System and Village System. No connection to the Public Sewer will be permitted unless there is capacity available in downstream sewers, pump stations, interceptors, force mains, the Village System and the Sewage Treatment Facility, including the capacity for BOD and suspended solids in the Sewage Treatment Facility, as determined by the Village in accordance with the Contract.

Section 509. Connection of Certain Drains Prohibited. No Person shall make connection or maintain connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a Building Sewer or Building Drain which in turn is connected directly or indirectly to the System.

Section 510. Property Owner's Responsibility for Repairs, Operation and Maintenance. Neither the Township nor the Village shall be responsible for the construction, operation, maintenance or repair of the Building Drain, Building Sewer, hookups, connections or leads, and any defect or blockage therein.

ARTICLE VI USE OF PUBLIC SEWERS

Section 601. Prohibited Discharge of Storm Water. No Person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters, to the Public Sewer.

Section 602. Permitted Discharge of Storm Water. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designed as Storm Sewers or to a natural outlet approved by the appropriate State agency and the Township. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the appropriate State agency, the Township and the Village, to a Storm Sewer or natural outlet.

Section 603. Prohibited Discharge to the Public Sewer. No Person shall discharge any of the following described waters or wastes to the System:

(a) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(b) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the Sewage Treatment Facility, including, but not limited to, cyanides in excess of twenty-five thousandths (0.025) mg/l as CN in the wastes as discharged to the Public Sewer.

(c) Any waters or wastes having a pH lower than 6.5 or a pH in excess of 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Sewage Treatment Facility.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in the System or the Sewage Treatment Facility, or other interference with the proper operation of the Sewage Treatment Facility, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups and milk containers, and fruit and vegetable processing wastes, etc., either whole or ground by garbage grinders.

(e) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit (sixty-five degrees Celsius), or lower than thirty-two degree Fahrenheit (zero degrees Celsius).

(f) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of fifty mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two and 150 degrees Fahrenheit (zero and sixty-five degrees Celsius).

(g) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of one horsepower or greater shall be subject to the review and approval of the Superintendent.

(h) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(i) Any waters or wastes containing iron, chromium, copper, cadmium, hexavalent chrome, total chrome, zinc, nickel, and similar objectionable or toxic substances, or wastes exerting a chlorine demand in excess of fifteen mg/l, to such degree that any such material received from each industry exceeds the limits established by the Superintendent or an appropriate State agency. The limitations and allowable concentrations of metallic and toxic wastes will be set by the State or Federal Government.

(j) Any waters or wastes containing phenols or other taste or odor-producing substances, in excess of two-tenths mg/l, or as approved by the appropriate State agency.

(k) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.

(l) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries and lime residues) or dissolved solids (such as; but not limited to, sodium and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dye wastes, ink and vegetable tanning solutions). Such discharges shall be limited to prevent light absorbency which will interfere with treatment plant processes or prevent analytical determinations.

(3) A BOD in excess of 200 mg/l.

(4) A COD in excess of 450 mg/l.

(5) Material or flow or both in such quantities as to cause a "slug," as defined in this chapter.

(6) Average daily flow exceeding three (3) percent of the total daily design flow at the sewage treatment plant.

(m) Noxious or malodorous gas (such as, but not limited to, hydrogen sulfide, sulphur dioxide, or oxides of nitrogen) and other substances capable of public nuisance.

(n) Waters or wastes containing substances which are not amenable to treatment or reduction by the Sewage treatment processes employed, or which are amenable to treatment only to such degree that the Sewage Treatment Facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(o) Any substances which will cause a violation of the Village's NPDES Permit.

(p) Any substance which will cause a violation of U.S. EPA 40 CFR 403 pretreatment standards. The pretreatment standard, if more stringent than limitations imposed under this Ordinance, shall immediately supersede the limitations imposed under this Ordinance and shall be considered part of this Ordinance.

Section 604. Discharge Permit Limitations. No Person shall discharge or cause to be discharged into the System any Sewage which would cause effluent from the Sewage Treatment Facility to exceed discharge limits established in the Discharge Permit issued for operation of the System. All discharges from the Township North System for treatment by the Village at the Village's Sewage Treatment Facility shall comply with all Village ordinances, rules and regulations with respect to such discharges to the Sewage Treatment Facility in addition to the requirements set forth in this Ordinance. In the event of a conflict between the discharge requirements of this Ordinance and the Village's ordinances, rules and regulations, the more stringent requirements shall apply.

Section 605. Remedies; Pre-Treatment. If any waters or wastes are discharged, or are proposed to be discharged, to the System, which waters contain the substances or possess the characteristics enumerated in Section 603 or Section 604 hereof, and which waters, in the judgment of the Township or Superintendent, may have a deleterious effect upon the System, the Village System and/or the Sewage Treatment Facility, its processes, equipment or receiving waters, or otherwise create a hazard to life or constitute a public nuisance, the Township, or the Village acting on behalf of the Township, may:

- (a) Reject the wastes.
- (b) Require pretreatment to the level defined as "normal strength sewage."
- (c) Require pretreatment to an acceptable level (other than normal strength sewage) for discharge to the System.
- (d) Require control over the quantities and rates of discharge.
- (e) Require new industrial customers or industries with significant changes in strength or flow to submit prior information to the Township and/or the Village concerning the proposed flows.

Section 606. Review and Approval of Pre-Treatment Facilities. If the Township and Village permit the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent, and subject to the requirements of all applicable codes, ordinances and laws. If the Village and Township accept the wastewater from an industry with discharges containing the substances or possessing the characteristics enumerated in Section 603 hereof, the industry shall meet the following requirements:

- (a) One person from each industry shall be delegated the authority to be responsible for industrial wastes admitted to the System. He or she shall be involved with maintaining the pretreatment facility operations and assuring a continual high level of performance. In case no pretreatment is provided, he or she shall be involved with prevention of accidental discharges of process wastes to the System. He or she shall

become aware of all potential and routine toxic wastes generated by his or her industry. He or she shall be informed of all process alterations which could, in any manner, increase or decrease normal daily flow or waste strength discharged to the System.

(b) The industrial representative shall catalog all chemicals stored, used or manufactured by his or her industry. Such a listing shall include specific chemical names, not manufacturers' codes. Though those wastes admitted to the System are the primary concern, all discharges should be catalogued. An estimate of daily average flows and strengths shall be made, including process, cooling, sanitary, etc. Such a determination shall separate the flows according to appropriate categories. The aforementioned flow and chemical listing is to be sent to the Superintendent and shall be treated as confidential information.

(c) The industrial representative shall attempt to determine whether or not large process alterations will occur within the next five years. He or she shall consult with management to determine if such alterations are scheduled and forthcoming.

(d) A sketch of the plant building(s) shall be made, including a diagram of process and chemical storage areas. Location of any pretreatment equipment shall be indicated and floor drains located near process and storage areas should be noted. Manhole and sewer locations at the industry's point of discharge into the Municipal collection system shall be included on the plant layout sketch.

(e) If pretreatment is required, there shall be separation of spent concentrates from the System to prevent toxic wastes from upsetting the Sewage Treatment Facility. Supervision and operation of the pretreatment equipment for spent concentrates, and for keeping all toxic wastes and high-strength organic wastes to an acceptable level, is the responsibility of the industrial representative. All sludges generated by such treatment shall be handled in a manner acceptable to the Superintendent. Disposal by a licensed waste hauler or disposition in designated areas of a State licensed sanitary landfill will meet this requirement. Adequate segregation of those waters and wastes to be pretreated to meet discharge limits is a vital portion of the industrial effort to prevent operational problems at the Sewage Treatment Facility.

(f) Throughout the industry, adequate secondary containment, curbing or other appropriate measures shall be provided to protect against accidental spills and discharges of toxic substances to the Building Sewer, System or Storm Sewer. If curbing is used, the curbing shall be sufficient to hold 150 percent of the total process area tank volume. All floor drains found within the curb area shall be plugged and sealed. Spill troughs or sumps within process areas shall discharge to appropriate pretreatment tanks. Secondary containment or appropriate measures should also be provided for storage tanks which may be serviced by commercial haulers and for chemical storage areas.

(g) When required by the Superintendent, the owner of any property serviced by a Building Sewer carrying Industrial Wastes shall install a suitable control manhole, together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurements of the wastes. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with

plans approved by the Superintendent. The manhole shall be installed by the owner at his or her expense and shall be maintained by him or her so as to be safe and accessible at all times.

Section 607. Grease, Oil and Sand Interceptors. Grease, oil and sand interceptors shall be provided when, in the opinion of the Township or the Superintendent, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent and shall be located as to be readily and easily accessible for cleaning and inspection.

Section 608. Maintenance of Pre-Treatment Facilities. Where preliminary treatment or flow equalizing facilities are provided for any Sewage, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense and at no expense to the Township or Village.

Section 609. Testing of Industrial Wastes. All testing shall be in accordance with U.S. EPA regulations as published in 40 CFR 136. Wastewater constituent and characteristic sampling and analysis shall be performed in accordance with the procedures and methods detailed in Standard Methods for Examination of Water and Wastewater, American Public Health Association; Manual of Methods for Chemical Analysis of Water and Wastes, U.S. EPA; "Annual Book of Standards Parts 131, Water Atmospheric Analysis, 1975," American Society of Testing Materials. Measurements and samples shall be taken at the control manhole provided for, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the Control Manhole shall be considered to be the nearest downstream manhole in the System to the point at which the Building Sewer is connected.'

Section 610. Special Arrangements; Surcharge. No statement contained in this Ordinance shall be construed as preventing any special agreement or arrangement between the Township, or the Village acting on behalf of and with the approval of the Township, and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the System and the Village's System for treatment, subject to payment therefor by the industrial concern.

Section 611. Discharge of Cooling Water. Industrial cooling water containing such pollutants as insoluble oils or grease, or other suspended solids, shall be treated for removal of the pollutants and then discharged to the Storm Sewer.

ARTICLE VII SEWER RATES AND CHARGES

Section 701. Public Utility Basis; Fiscal Year. The System shall be operated and maintained by the Township on a public utility basis pursuant to state law under the supervision and control of the Township Board, and, with respect to the Township North System, subject to the terms of the Contract for discharges to the Village System and Sewage Treatment Facility. The Township Board may employ such person, persons or entity or entities in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System

and may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operations of the System. The System shall be operated on the Township's then-current fiscal year (at the time of adoption of this Ordinance, April 1 to March 31). To the greatest extent possible, the Sewer Rates and Charges for the Township North System and the Township South System shall be the same; provided, however, that due to the difference between the types of sewer infrastructure between the Township North and Township South System and the potential for different costs for treatment of Sewage from the Township North System (due to treatment by the Village), the Township may establish different Sewer Rates and Charges for the Township North System and the Township South System.

Section 702. Connection Fee. The owner of all premises required by Article III to connect to the System shall pay a Connection Fee.

(a) **Computation.** The Connection Fee shall be computed in the following manner:

(1) For a Direct Connection to the Public Sewer System, the Connection Fee shall be a rate per Unit that is established by resolution of the Township Board from time to time.

(2) For an Indirect Connection to the Public Sewer System, the Connection Fee shall be a rate per Unit that is established by resolution of the Township Board from time to time.

(b) **Cost and Expense of Service Connection.** In addition to the Connection Fee as computed in (a) above, the owner of the premises shall be liable for the costs and expenses of acquiring from the Township and installing the Service Connection pursuant to the then-current Township Standard Specifications for Construction. The Township shall determine the type of Service Connection for each User on the basis of conformity to prior installations and the integrity of the Public Sewer System.

(c) **Special Assessments.** Those parcels located in a Special Assessment District and subject to a full special assessment on the Special Assessment Roll shall be deemed to have paid the Connection Fee and, if applicable, the cost of acquiring and installing the Service Connection; provided, however, that such credit shall not result in a full or partial refund of the special assessment paid or payable pursuant to the Special Assessment Roll, unless specifically established by the Township at the time the Special Assessment Roll was confirmed by the Township; provided further that a partial special assessment (levied for example, on a vacant lot) shall be offset against the Connection Fee and, if applicable, the cost of acquiring a Service Connection.

(d) **Cash Payment.** The Connection Fee shall be paid in cash, to the extent not offset by a credit, prior to the issuance by the Township of a permit to connect to the Public Sewer pursuant to Article V.

Section 703. User Charge.

(a) **Computation.** A User Charge shall be charged in advance to each premises connected to the System as follows:

(1) **User O & M Charge:** A rate per month per Unit established by resolution of the Township Board from time to time.

(2) **Debt Service Charge:** a rate per month per Unit established by resolution of the Township Board from time to time.

(3) The Units upon which the User Charge shall be based shall be the Units assigned to the premises in accordance with Section 702 for purposes of the Connection Fee.

(b) **Normal Strength Domestic Sewage.** The User Charge imposed pursuant to this Section is applicable only to Users who discharge Normal Strength Domestic Sewage. A User who discharges toxic pollutants or Sewage into the System that does not qualify as Normal Strength Domestic Sewage shall also pay a User Surcharge determined pursuant to Section 704 below.

(c) **Industrial Users.** As of the date of adoption of this Ordinance, it is determined that no Users of the System are Industrial Users. Before the Township permits any Industrial User to connect to the System in the future, the Township shall take the necessary action, including adoption of necessary ordinances, to comply with federal and state guidelines applicable to the collection and treatment of Industrial Wastes.

(d) **Accrual Date.** The User Charge, including the User O & M Charge and Debt Service Charge, shall begin to accrue with respect to an existing structure as of the date of the connection of the Building Sewer to the Public Sewer in accordance with Article V, above and with respect to a new structure upon the date of issue of an occupancy permit. If appropriate, the billing of said charges for the initial billing period shall be prorated in arrears.

(e) **Responsibility of User to Pay for Service Connection Power.** In addition to the User Charge, each User shall provide and pay for the electrical power necessary for the operation of their individual Service Connection, which is a Grinder Pump System, as such electrical power is independently metered and billed.

(f) **Change in Use.** After connection of a premises to the System, subsequent changes in the character of use or type of occupancy of the premises shall not abate the obligation of the User to pay the User Charge for the premises based upon the number of Units originally allocated thereto, unless and until the Township determines that the number of Units allocated to such premises shall be increased or decreased based upon such changes in use or occupancy.

(g) **Unoccupied Premises.** A User Charge shall not be charged to a premises which is not used for a period of twelve (12) consecutive months (which fact shall be established to the reasonable satisfaction of the Township). The sewer service for such premises shall be turned off by the Township (or the Village on behalf of the Township) and the appropriate Miscellaneous User Fee shall be paid by the User.

Section 704. User Surcharge. The User Surcharge payable pursuant to Section 703(b) above, shall be determined from time to time by resolution of the Township Board and shall be

sufficient to provide for the proportional distribution of the increased expense of Cost of Operation and Maintenance of the System, the Village System and the Sewage Treatment Facility. Factors such as Sewage strength, volume, discharge flow rate characteristics and the increased expense of the System, the Village System and the Sewage Treatment Facility for the transportation and treatment of non-qualifying Sewage shall be considered and included as a basis for determining the User Surcharge.

Section 705. Miscellaneous User Fee. The Township shall, from time to time, establish by resolution of the Township Board and impose on one or more Users a Miscellaneous User Fee, as necessary, for miscellaneous service, repairs and related administrative costs associated with the System, the Village System and the Sewage Treatment Facility and incurred, without limitation, as a result of the intentional or negligent acts of such User or Users, including for example, excessive inspection services not covered by the Inspection and Administration Fee, costs of repairing and/or replacing damaged components of the System, the Village System and the Sewage Treatment Facility, costs of repairing and/or replacing a damaged Service Connection, costs of abating a nuisance pursuant to Section 1005 hereof, and costs incurred by the Township to shut off and turn on sewer service.

Section 706. Inspection and Administration Fee. The Inspection and Administration Fee shall be determined from time to time by resolution of the Township Board and shall be based upon the actual cost borne by the Township (or the Village with respect to connections to the Township North System) for inspection of connections to the System by the Township (or Superintendent, if applicable for a connection to the Township North System).

Section 707. Billing of Sewer Rates and Charges.

(a) The Township shall bill and collect all Sewer Rates and Charges on behalf of the Township according to a billing schedule devised and approved by resolution of the Township Board.

(b) The bill shall separately itemize the Sewer Rates and Charges. All Users will receive an annual notification either printed on the bill or enclosed in a separate letter which will show the breakdown of the sewer bill in its components for operation, maintenance and replacement and for debt retirement.

(c) Payment of said bill shall be made at a location and in a manner designated by the Township.

Section 708. Unpaid Sewer Rates and Charges; Penalty. If Sewer Rates and Charges are not paid on or before the due date then a penalty in the amount of 10% shall be added to the balance due.

Section 709. Unpaid Sewer Rates and Charges; Remedies. If Sewer Rates and Charges are not paid on or before the due date, the Township, pursuant to Act 178 of the Public Acts of Michigan of 1939, as amended, may:

(a) discontinue the services provided by the System by disconnecting the Building Sewer from the Service Connection, and the service so discontinued shall not be reinstated until all sums then due and owing, including penalties, interest and all expenses

incurred by the Township for shutting off and turning on the service, shall be paid to the Township;

(b) institute an action in any court of competent jurisdiction for the collection of the amounts unpaid, including penalties, interest and reasonable attorney fees; or

(c) enforce the lien created in Section 710 below.

These remedies shall be cumulative and shall be in addition to any other remedy provided in this Ordinance or now or hereafter existing at law or equity.

Under no circumstances shall action taken by the Township to collect unpaid Sewer Rates and Charges, penalties and interest, invalidate or waive the lien created by Section 710 below. Before disconnecting service, the Township shall give thirty (30) days written notice to the User at the last known address according to the Township records and the Township Tax Assessment Roll. The notice shall inform the User that the User may request an informal hearing to present reasons why service should not be disconnected.

Section 710. Lien. The Sewer Rates and Charges shall be a lien on the respective premises served by the System. Whenever Sewer Rates and Charges shall be unpaid for six (6) months or more, they shall be considered delinquent. The Township shall certify all Sewer Rates and Charges delinquent as of June 30 and penalties thereon, annually, on or before September 1, of each year, to the tax assessing officer of the Township, who shall enter the delinquent Sewer Rates and Charges, interest and penalties, together with an additional penalty equal to 15% of the total, upon the next tax roll as a charge against the premises affected and such charge shall be collected and the lien thereof enforced in the same manner as ad valorem property taxes levied against such premises.

Section 711. No Free Service. No free service shall be furnished by the System to any Person, public or private, or to any public agency or instrumentality.

Section 712. Rental Properties. A lien shall not attach for Sewer Rates and Charges to a Premises which is subject to a legally executed lease that expressly provides that the tenant (and not the landlord) of the premises or a dwelling unit thereon shall be liable for payment of Sewer Rates and Charges, effective for services which accrue after the date an affidavit is filed by the landlord with the Township. This affidavit shall include the names and addresses of the parties, the expiration date of the lease and an agreement by the landlord to give the Township thirty (30) days written notice of any cancellation, change in or termination of the lease. The filing of the affidavit by the landlord shall be accompanied by a true copy of the lease and a security deposit in the amount equal to the User Charge for the preceding four (4) quarterly billing periods. Upon the failure of the tenant to pay the Sewer Rates and Charges when due, the security deposit shall be applied by the Township against the unpaid balance, including interest and penalties. The tenant shall immediately make sufficient payment to the Township to cover the amount of the security deposit so advanced. Upon the failure of the tenant to do so within ten (10) days of said advance, the penalties, rights and remedies set forth in Sections 709 and 710 of this Article shall be applicable with respect to the unpaid Sewer Rates and Charges, including interest and penalties. The security deposit shall be held by the Township without interest and shall be returned to the landlord upon proof of termination of the lease.

Section 713. Cancellation of Permits; Disconnection of Service. Applications for connection permits may be canceled and/or sewer service disconnected by the Township for any violation of any part of this Ordinance, including, without limitation, any of the following reasons:

- (a) Misrepresentation in the permit application as to the nature or extent of the property to be serviced by the System.
- (b) Nonpayment of Sewer Rates and Charges.
- (c) Failure to keep Building Sewers and Control Manholes in a suitable state of repair.
- (d) Discharges in violation of this Ordinance.
- (e) Damage to any part of the System.

Section 714. Security Deposit. If the sewer service supplied to a User has been discontinued for nonpayment of Sewer Rates and Charges, service shall not be reestablished until all delinquent Sewer Rates and Charges, interest and penalties, and the turn on charge has been paid. The Township may, as a condition to reconnecting said service, request that a sum equal to the User Charge for the preceding four billing periods be placed on deposit with the Township for the purpose of establishing or maintaining any User's credit. Said deposit shall not be considered in lieu of any future billing for Sewer Rates and Charges. Upon the failure of the User to pay the Sewer Rates and Charges when due, the security deposit shall be applied by the Township against the unpaid balance, including interest and penalties. The User shall immediately make sufficient payment to the Township to reinstate the amount of the security deposit so advanced. Upon the failure of the User to do so within ten (10) days of said advance, the penalties, rights and remedies set forth in Sections 708, 709 and 710 of this Article shall be applicable with respect to any unpaid Sewer Rates and Charges, including interest and penalties. The security deposit shall be held by the Township without interest and shall be returned to the User upon continued timely payments by the User of all Sewer Rates and Charges as and when due, for a minimum of four consecutive quarters.

Section 715. Billing Address. Bills and notices relating to the conduct of the business of the Township will be mailed to the User at the address listed on the permit application filed pursuant to Article V unless a change of address has been filed in writing at the business office of the Township; and the Township shall not otherwise be responsible for delivery of any bill or notice, nor will the User be excused from non-payment of a bill or from any performance required in said notice.

Section 716. Interruption of Service; Claims. The Township shall make all reasonable efforts to eliminate interruption of service, and when such interruption occurs, will endeavor to reestablish service with the shortest possible delay. Whenever service is interrupted for purpose of working on the System, all Users affected by such interruption will be notified in advance whenever it is possible to do so. The Township shall, in no event, be held responsible for claims made against it by reason of the breaking of any mains or service pipes, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption.

ARTICLE VIII REVENUES

Section 801. Estimated Rates; Sufficiency. The User Charges hereby fixed are established to be sufficient to provide for the Cost of Operation and Maintenance of the System as are necessary to preserve the same in good repair and working order. Such rates shall be fixed and revised by resolution of the Township Board from time to time as may be necessary to produce these amounts. An annual audit shall be prepared by the Township and based on this audit, rates for Sewage services shall be reviewed annually and revised as necessary to meet System expenses and to insure that all User Classes pay their proportionate share of the Cost of Operation and Maintenance.

Section 802. Revenues; Depository. The Township shall establish and maintain the following accounts for the System:

(a) Except to the extent required by Section 802(b) all Revenues of the System shall be deposited into a separate depository bank account entitled "SEWER OPERATING AND MAINTENANCE FUND" and allocated to separate subaccounts in the following manner:

(1) **Operation and Maintenance Account.** On a quarterly basis, adequate revenues from the collection of User Charges sufficient to provide for the payment of the next quarter's current expenses of administration and operation of the System and such current expenses for the maintenance of the System to preserve the System in good repair and working order shall be deposited to the Operation and Maintenance Account.

(2) **Improvement Account.** There shall next be established and maintained an account, designated "Improvement Account," which shall be used for the purpose of making improvements in the efficiency of the System through the use of new technology and the replacement or repair of obsolete or inefficient components to prevent overburdening of or failures in the System. There shall be set aside into said fund, after provision has been made for the Operation and Maintenance Account, such revenues derived from User Charges and other Revenues as the Township Board shall deem necessary for this purpose.

(3) **System Extensions Fund.** There shall next be established and maintained a "System Extension Fund" for the purpose of making extensions and enlargements to the System. Where the Township has utilized System revenues for the enlargement or extension of the System to provide service to a new User of the System, the Connection Fee paid by the new User shall be deposited into the Extension Fund and used by the Township to repay the costs for the enlargement or extension of the Public Sewer System to serve that User. To the extent that there are any unused funds derived from Connection Fees remaining in the Extension Fund after the costs for enlargement or expansion of the Public Sewer System have been paid, the unused funds shall be deposited in the System Improvement Fund.

(4) **Surplus Account.** Collections of Revenues not allocated to one of the above described accounts or to a debt service fund or account in accordance with Section 802(b) shall be allocated to the "Surplus Account." The funds on deposit in the Surplus Account may be used for any lawful purpose related to the System.

(b) For the payment of debt service on bonds issued by or on behalf of the Township with respect to the System, there shall be established and maintained a separate depository account, to be designated the "System Contract Payment Fund," which shall be used solely for the payment of the Township's debt service on bonds issued by the Township (or on its behalf) to enable the Township to retire such bonds for the System. There shall be deposited in said fund periodically all collections of connection fees and payments for connections to the System derived from Users of the System, in order to pay such obligations when due. Should such revenues prove insufficient for this purpose, such revenues may be supplemented by any other funds of the Township legally available for such purpose.

(c) All other revenues of the System, to the extent the handling of said revenues are not expressly provided for by the terms of subsections (a) and (b), shall be set aside, as collected, and deposited into a separate depository account in a bank duly qualified to do business in Michigan, in an account to be designated Crockery Sewer System Receiving Fund (the "Receiving Fund"), and said revenues so deposited shall be transferred from the Receiving Fund periodically in the manner and at the time herein specified.

(d) **Bank Accounts.** All moneys belonging to any of the foregoing funds or accounts may be kept in one bank account, in which event the moneys shall be allocated on the books and records of the Township within this single bank account, in the manner above set forth.

Section 803. Investment of Funds. Moneys in any fund or account established by the provisions of this Ordinance may be invested in the manner provided in the Township Investment Policy, subject to the limitations set forth in Act 94, Public Acts of Michigan of 1933, as amended. Income received from such investments shall be credited to the fund from which said investments were made.

ARTICLE IX NOTICE AND CLAIM PROCEDURES FOR SEWER OVERFLOW OR BACKUP

Section 901. Notice and Claim Procedures Applicable to Overflow or Backup of the Public Sewer System. This section has been adopted in accordance with Act 222 of the Public Acts of Michigan of 2001 ("Act 222") to set forth the notice and claim procedures applicable to an overflow or backup of the Public Sewer System, which, as defined in Act 222, shall be referred to for purposes of this Article as a "Sewage Disposal System Event." To afford property owners, individuals and the Township greater efficiency, certainty and consistency in the provision of relief for damages or physical injuries caused by a Sewage Disposal System Event, the Township and any Person making a claim for economic damages, which, as defined in Act 222, shall be referred to for purposes of this Section as a "Claimant," shall follow the following procedures:

(a) A Claimant is not entitled to compensation unless the Claimant notifies the Township of a claim of damage or physical injury, in writing, within 45 days after the date the damage or physical injury was discovered by the Claimant, or in the exercise of reasonable diligence should have been discovered by the Claimant.

(b) The written notice under subsection (a) shall contain the Claimant's name, address, and telephone number, the address of the affected property, the date of discovery of any property damages or physical injuries, and a brief description of the claim. As part of the description of the claim, the Claimant shall submit an explanation of the Sewage Disposal System Event and reasonable proof of ownership and the value of any damaged personal property. Reasonable proof of ownership and the purchase price or value of the property may include testimony or records. Reasonable proof of the value of the property may also include photographic or similar evidence.

(c) The written notice under subsection (a) shall be sent to the Township Supervisor, who is hereby designated as the individual at the Township to receive such notices pursuant to Section 19 of Act 222.

(d) If a Claimant who owns or occupies affected property notifies the Township orally or in writing of a Sewage Disposal System Event before providing a notice of a claim that complies with subsections (a), (b) and (c), the Township Supervisor shall provide the Claimant with a written explanation of the notice requirements of subsections (a), (b) and (c) sufficiently detailed to allow the Claimant to comply with said requirements.

(e) If the Township is notified of a claim under subsection (a) and the Township believes that a different or additional governmental agency may be responsible for the claimed property damages or physical injuries, the Township shall notify the contacting agency of each additional or different governmental agency of that fact, in writing, within 15 business days after the date the Township receives the Claimant's notice under subsection (a). The Township shall give notice of a claim with respect to the Township North System to the Village.

(f) If the Township receives a notice from a Claimant or a different or additional governmental agency that complies with this Section, the Township may inspect the damaged property or investigate the physical injury. A Claimant or the owner or occupant of affected property shall not unreasonably refuse to allow the Township or its duly authorized representatives to inspect damaged property or investigate a physical injury.

(g) Prior to a determination of payment of compensation by the Township, the Claimant shall provide to the Township additional documentation and proof that:

(1) At the time of the Sewage Disposal System Event, the Township owned or operated, or directly or indirectly discharged into, that portion of the Public Sewer System that allegedly caused damage or physical injury;

(2) The Public Sewer System had a defect;

(3) The Township knew, or in the exercise of reasonable diligence, should have known, about the defect in the Public Sewer System;

(4) The Township, having the legal authority to do so, failed to take reasonable steps in a reasonable amount of time to repair, correct or remedy the defect in the Public Sewer System; and

(5) The defect in the Public Sewer System was a proximate cause that was 50% or more of the cause of the Sewage Disposal System Event and the property damage or physical injury.

(h) Prior to a determination of payment of compensation by the Township, the Claimant shall also provide to the Township additional documentation and proof that neither of the following were a proximate cause that was 50% or more of the cause of the Sewage Disposal System Event:

An obstruction in a Building Drain, Building Sewer or an obstruction in a Service Connection that was not caused by the Township; or

A connection on the affected premises, including, but not limited to, a footing drain, sump system, surface drain, gutter, down spout or connection of any other sort that discharged any storm water, surface water, ground water, roof runoff, sub surface drainage, cooling water, unpolluted air conditioning water or unpolluted industrial process waters to the Public Sewer System.

(i) If the Township and a Claimant do not reach an agreement on the amount of compensation for the property damages or physical injury within 45 days after the receipt of notice under subsection (a), the Claimant may institute a civil action in accordance with Act 222.

(j) To facilitate compliance with this Section, the Township shall make available to the public information about the notice and claim procedures under this Section.

(k) The notice and claim procedures set forth in this Section shall be applicable to a Sewage Disposal System Event involving the Public Sewer System.

(l) The Township does not own or operate any Storm Sewer, Storm Drain or Combined Sewer and, accordingly, the notice and claim procedures set forth in this Section, with the exception of subsection (e), do not apply to a Sewage Disposal System Event involving a Storm Sewer, Storm Drain or a Combined Sewer.

(m) In the event of a conflict between the notice and claim procedures set forth in this Section and the specific requirements of Act 222, the specific requirements of Act 222 shall control.

(n) As provided in Section 19(7) of Act 222, the notice and claim procedures of this Section do not apply to claims for non-economic damages (as defined in Act 222) arising out of a Sewage Disposal System Event.

(o) Any word, term or phrase used in this Section, if defined in Act 222, shall have the same meaning provided under Act 222.

ARTICLE X ENFORCEMENT

Section 1001. Inspection by Township. The duly authorized representatives, employees or agents of the Township, including, but not limited to, the Township Supervisor and the Township's engineer, the Village, including, but not limited to, the Superintendent or his/her designee (with respect to the Township North System only), the Health Department and representatives of EGLE bearing proper identification shall be permitted to enter at any time during reasonable or usual business hours in and upon all properties served by the System for the purposes of inspection, observation, measurement, sampling, testing and emergency repairs in accordance with the provisions of this Ordinance. Any Person who applies for and receives sewer services from the Township shall be deemed to have given consent for all such activities including entrance upon that Person's property.

Section 1002. Damage to System. No unauthorized Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with, climb upon, or enter into any structure, appurtenance, or equipment of the Public Sewer.

Section 1003. Notice to Cease and Desist. Except for violations of Section 1002 hereof, any Person found to be violating any provision of this Ordinance shall be served by the Township with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Section 1004. Civil Infraction. Any violation of Section 1002, or any violation beyond the time limit provided for in Section 1003, shall be a municipal civil infraction, for which the fine shall not be less than \$100 nor more than \$500 for the first offense and not less than \$200 nor more than \$2,500 for subsequent offenses, in the discretion of the Court, and in addition to all other costs, damages, and expenses provided by law. For purposes of this section, "subsequent offense" means a violation of this Ordinance committed by the same person within 12 months of a previous violation of the Ordinance for which said person admitted responsibility or was adjudicated to be responsible, provided, however, that offenses committed on subsequent days within a period of one week following issuance of a citation for a first offense shall all be considered separate first offenses. Each day that such violation occurs shall constitute a separate offense. Any person violating any of the provisions of this Ordinance shall, in addition, become liable for any expense, including reasonable attorney fees, loss, or damage occasioned by reason of such violation. The Supervisor is hereby authorized to issue, in the manner provided by law, citations for municipal civil infractions for violations of this Ordinance.

Section 1005. Nuisance; Abatement. Any Nuisance or any violation of this Ordinance is deemed to be a nuisance per se. The Township in the furtherance of the public health may enforce the requirements of this Ordinance by injunction or other remedy and is hereby empowered to make all necessary repairs or take other corrective action necessitated by such nuisance or violation. The Person who violated the Ordinance or permitted such nuisance or violation to occur shall be responsible to the Township for the costs and expenses, including reasonable attorney

fees, incurred by the Township in making such repairs or taking such action as a Miscellaneous User Fee.

Section 1006. Liability for Expenses. Any Person violating any of the provisions of this Ordinance shall become liable to the Township and their authorized representatives for any expense, including reasonable attorney's fees, loss, or damage incurred by the Township by reason of such violation.

Section 1007. Remedies are Cumulative. The remedies provided by this Ordinance shall be deemed to be cumulative and not mutually exclusive with any other remedies available to the Township.

ARTICLE XI MISCELLANEOUS

Section 1101. Repeal of Conflicts. All ordinances or parts of ordinances in conflict herewith and relating to the Public Sewer, including Ordinance No. 2 and Ordinance No. 3, are hereby repealed.

Section 1102. Savings Clause. An ordinance enforcement action which is pending on the effective date of this Ordinance under a provision of Ordinance No. 2 or Ordinance No. 3, as amended, which is modified or repealed by this Ordinance, or an ordinance enforcement action which is commenced within one (1) year after the effective date of this Ordinance arising from Ordinance No. 2 or Ordinance No. 3, as amended, or provisions amended or repealed by this Ordinance and which was committed prior to the effective date of this Ordinance, shall be handled, determined and resolved in accordance with the permit, remedies and procedures provided by such ordinance exactly as if Ordinance No. 2 or Ordinance No. 3, as amended, had not been amended or repealed. Further, all charges, fees, interest and/or penalties levied, imposed or accrued but not yet billed or paid under Ordinance No. 2 or Ordinance No. 3, as amended, that are unbilled or uncollected as of the effective date of this Ordinance shall be billed and collected by the Township under the terms of Ordinance No. 2 or Ordinance No. 3, as amended, or any permit issued thereunder.

Section 1103. Severability. The validity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

Section 1104. State and Federal Law Requirements. If any provision of applicable state or federal law imposes greater restrictions than are set forth in this Ordinance then the provisions of such state or federal law shall control.

Section 1105. Article and Section Headings. The Article and Section headings used in this Ordinance are for convenience of reference only and shall not be taken into account in construing the meaning of any portion of this Ordinance.

Section 1106. Reservation of Right to Amend. Subject to the provisions of the Contract, the Township specifically reserves the right to amend this Ordinance in whole or in part, at one or more times hereafter, or to repeal the same, and by such amendment to repeal, abandon, increase, decrease, or otherwise modify any of the Sewer Rates and Charges herein provided.

**ARTICLE XII
PUBLICATION AND EFFECTIVE DATE**

Section 1201. Publication. A true copy or a summary of this Ordinance shall be published in *Oceana's Herald-Journal*, a newspaper of general circulation within the boundaries of the Township qualified under state law to publish legal notices within thirty (30) days after the adoption of the Ordinance by the Township. This Ordinance shall be recorded in the minutes of the Township Board of the meeting at which this Ordinance was adopted and, in addition, shall be recorded in the Ordinance Book of the Township.

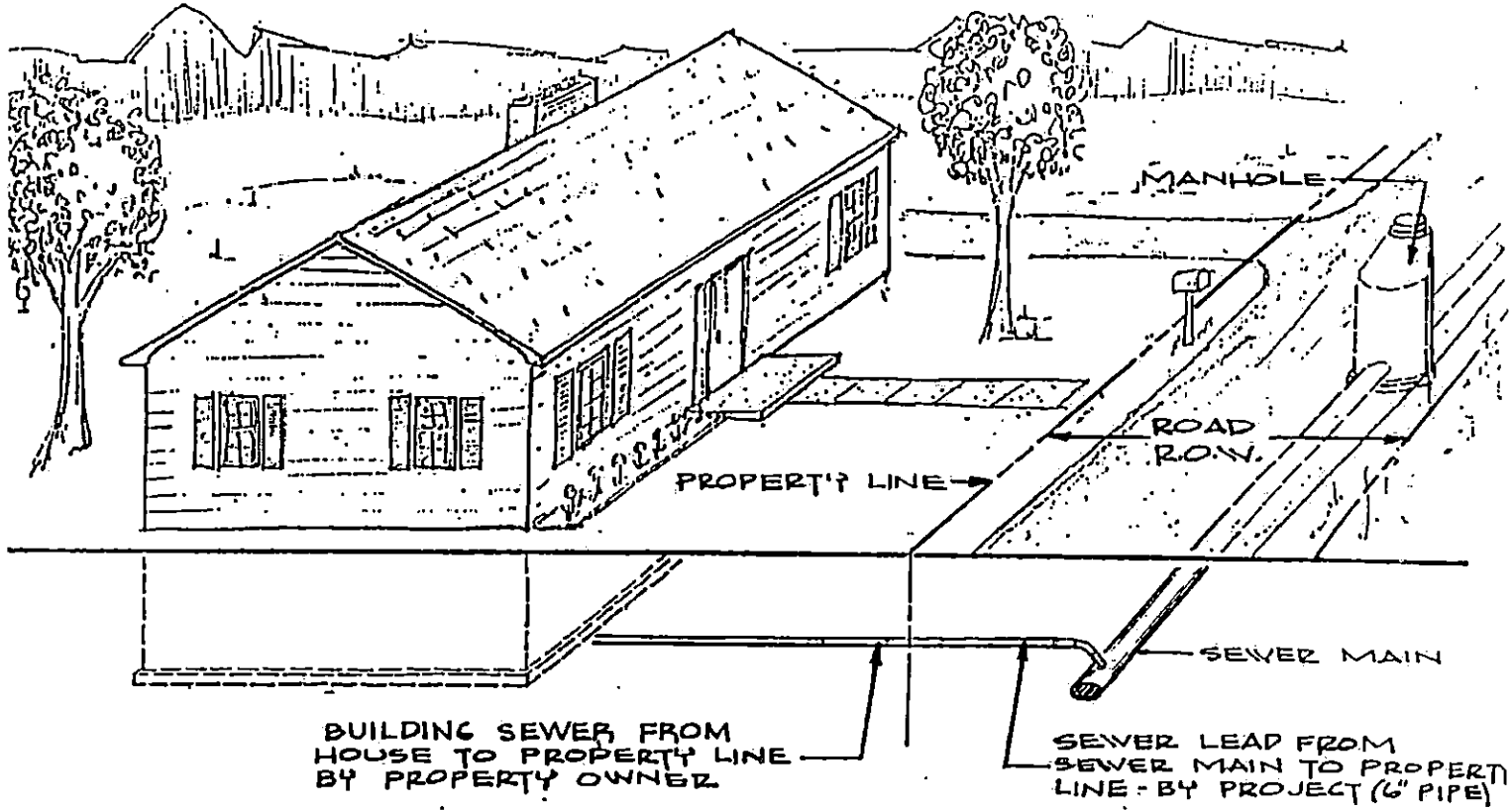
Section 1202. Effective Date. This Ordinance shall become effective within thirty (30) days of publication.

Passed and adopted by the Township Board of the Township of Pentwater, Oceana County, Michigan, on _____, 2023, and approved by me on _____, 2023.

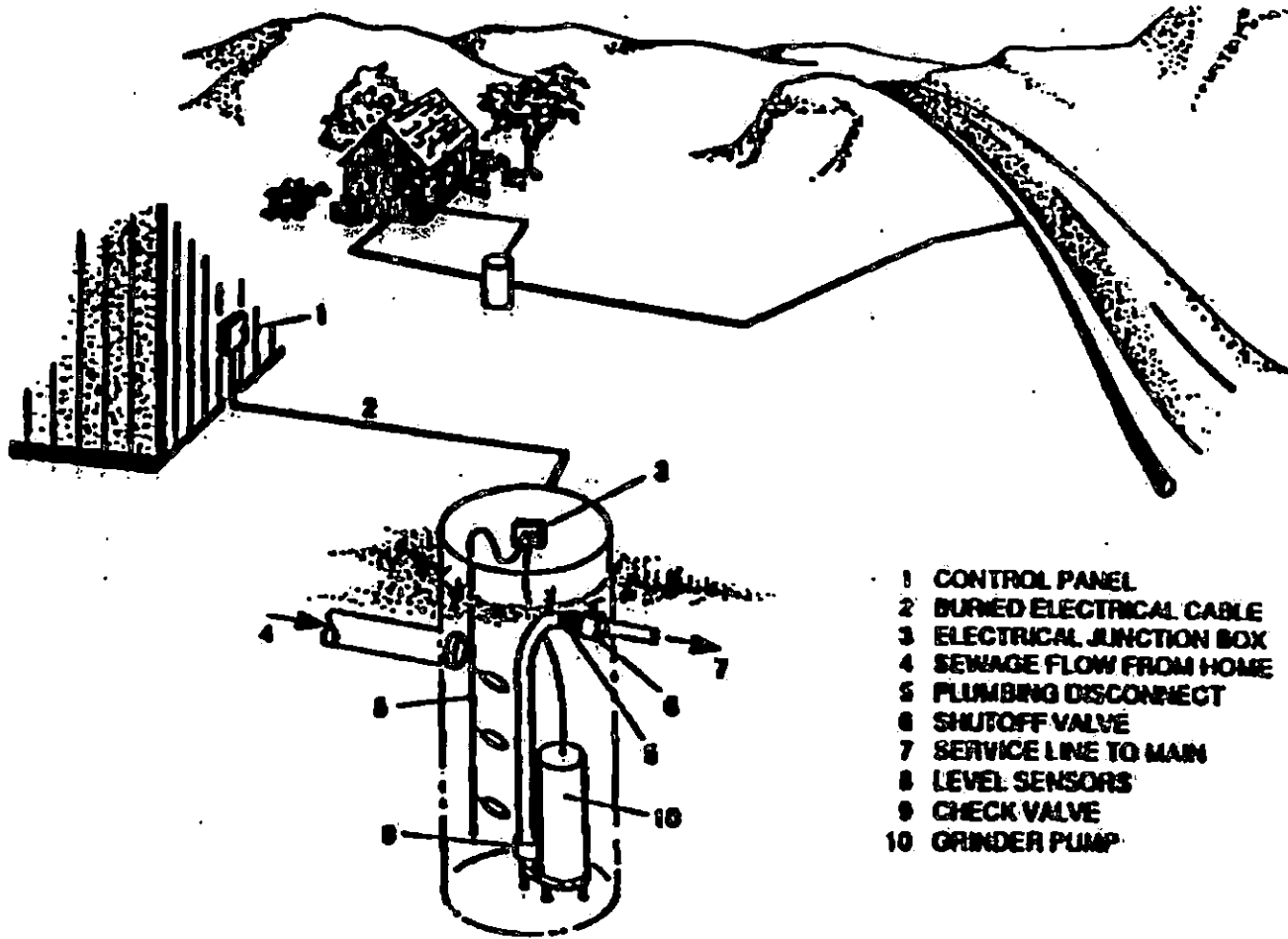
Lynne Cavazos, Supervisor
Township of Pentwater

ATTEST:

Maureen Murphy
Township Clerk



TYPICAL RESIDENTIAL GRAVITY SEWER CONNECTION



GRINDER PUMP SYSTEM

APPENDIX III

TYPICAL GRINDER PUMP PRESSURE SEWER SCHEMATIC

APPENDIX IV

TABLE OF UNIT FACTORS

User	Residential Equivalent Unit Factor
Auto Dealer (sales and/or service)	1.00/premise + 0.40/1000 sf
Bakery	1.25/1000 sf
Bank	1.00/1000 sf
Bar	3.00/1000 sf
Barber Shop	1.00/shop + 1.00/1000 sf
Beauty Shop	1.00/shop + 1.00/1000 sf
Boarding House, Boarding School	1.00/premise + 0.25/bedroom
Dormitory, Fraternity/Sorority, etc.	
Bowling Alley (with bar and/or restaurant)	0.10/alley (bar and restaurant to be computed at their respective equivalent)
Car Wash	
a) Manual do-it yourself	2.50/stall
b) Semi-automatic (mechanical without conveyor)	10.00/lane
c) Automatic (with conveyor)	20.00/lane
d) Automatic (with conveyor, conserving and recycling water)	8.00/lane
Church	0.20/100 sf
Cleaners (pick-up only, no-onsite cleaning or pressing facilities)	1.00/shop
Cleaners (cleaning and pressing facilities)	1.25/premise + 1.00/1000 sf
Condominium	1.00/unit
Convalescent Home	0.22/bed
Convenience Store	1.00/1000 sf
Day Care Center	1.00/premise + 0.25/1000 sf
Drug Store	1.00/1000 sf
Factory (excludes excess industrial use)*	0.50/1000 sf
Fraternal Organization (with bar and/or Restaurant)	0.16/hall (bar and restaurant computed at their respective equivalent)
Funeral Home	1.42/1000 sf
Health Club	1.25/1000 sf (swimming pool to be computed at its respective equivalent)
Hospital	1.10/bed
Hotel, Motel	0.40/room
Laundry (self-serve)	0.54/washer

User	Residential Equivalent Unit Factor
Malls (enclosed)	0.30/1000 sf (extensive water users within Mall such as restaurants and health clubs to be calculated based upon their respective equivalent)
Marina	0.10/slip
Mobile Home, Trailer Park	1.00/unit
Multiple Family Residence (Apartments)	0.75/unit
Office building (general)	0.40/1000 sf
Office Building (medical, dental, clinic, etc.)	1.42/1000 sf
Post Office	1.00/1000 sf
Public Institution – Others	0.75/1000 sf
Restaurant (with bar)	2.50/1000 sf (bar to be computed at its respective residential equivalent)
Restaurant (drive through only)	3.00/1000 sf
Retail Store	1.00/premise + 0.30/1000 sf
Rooming House (no meals)	0.25/bed
School	1.00/classroom (swimming pool to be computed at its respective equivalent)
Service Station/Auto Repair Shop	1.00/premise + 0.40/1000 sf
Single Family Residence	1.00/unit
Snack Bar, Drive-in	4.00/1000 sf
Strip Malls and Businesses with common walls	Minimum of 1 per business + 0.30/1000 sf (extensive water users within Mall such as restaurants and health clubs to be calculated based upon their respective equivalent)
Supermarket, Grocery Store	1.10/1000 sf
Swimming Pool (indoor, including showers)	2.85/1000 sf (water area)
Theater – Drive-In	0.25/1000 sf (of service buildings)
Theater – Indoor	2.00/theater
Travel Trailer Parks and Campgrounds	0.20/site
Two-Family Residence	2.00/building
Utility Sub-Station	0.10/1000 sf
Veterinary Facility	1.50/premise
Veterinary Facility with Kennel	1.50/premise + 0.50/kennel
Warehouse or Storage Building	0.10/1000 sf
Waste Disposal Station	2.00/station

CERTIFICATE OF TOWNSHIP CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Township Board of the Township of Pentwater, County of Oceana, State of Michigan, at a regular meeting held on _____, 2023, and that public notice of said meeting was given pursuant to the Open Meetings Act, being Act No. 267 of Public Acts of Michigan of 1976, as amended including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

I further certify that said Ordinance has been recorded in the Ordinance Book of the Township and such recording has been authenticated by the signatures of the Supervisor and the Township Clerk.

Maureen Murphy
Township Clerk

CERTIFICATE OF PUBLICATION

I, the undersigned, Township Clerk of the Township of Pentwater, County of Oceana, Michigan, hereby certify pursuant to MCL 41.184 that the Sewer Connection, Use and Rate Ordinance (Township Ordinance No. 23-____) or a summary thereof was published in the *Oceana's Herald-Journal* on _____, 2023.

Dated: _____, 2023

Maureen Murphy, Township Clerk

NB (14c) Twp South Sanitary Sewer
Maintenance Agreement

NB c)

MEMORANDUM

To: Township Board of Trustees

From : Keith Edwards, Deputy Supervisor

Date: May 25, 2023

**Subject: Maintenance Agreement with Cummins, Inc. for Generator at Apache Hills Lift Station
Township South Sewer System**

The Apache Hills Sanitary Sewer lift station utilizes an automatic stand-by electrical generator powered by a Cummins generator using natural gas. The Village had a maintenance agreement with the sales and service division of Cummins, Inc.

Since all generators require maintenance at least annually, to remain reliable for service when needed, I contacted Cummins and asked them to provide a proposal for the Board's consideration based on the provisions suggested by our engineers and operations specialists at Fleis & Vandenbrink (F&V).

The proposal is for 5 years, but only requires payment annually. I requested the option for 2-hour load bank testing, which F&V highly recommended. This procedure tests the abilities of the generator to operate under specific conditions to handle the lowest and highest strains on the equipment.

The total cost of the proposal is \$11,882.36 for 5 years, payable annually and can be cancelled on an annual basis. The only difference in the cost from year to year is the replacement of the starter battery every third year.

Thus, I recommend the Township Board consider approval of the proposal dated May 6, 2023 from Cummins, Inc..

approved 6/14/2023 DOAC meeting



5/9/2023

Pentwater Township
500 N. Hancock Street
PO Box 512
Pentwater, MI 49449
RE: Planned Maintenance Proposal

Dear Keith Edwards,

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

Benefits of Planned Maintenance

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

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

Sincerely,

James Sweeney

James Sweeney
Planned Equipment Maintenance Territory Manager
Office: (616) 988-8682
Cell: (616) 485-1568
Email: james.sweeney@cummins.com



Sales and Service

Cummins Inc.
3715 Clay Avenue SW
Grand Rapids, MI 49548
Phone: (616) 538-2250
Fax:

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Pentwater Township 500 N. Hancock Street PO Box 512 Pentwater, MI 49449 Customer #: Payment Type: Prepaid	Name: Keith Edwards Phone: 231-869-6231 X224 Cell: Fax: E-mail: zoningadministrator@pentwatertownshipmi.gov	Quote Date: 5/9/2023 Quote Expires: 7/8/2023 Quote ID: QT-62747 Quoted By: James Sweeney Quote Term: 5 Year

Site Name: Apache Hills LS
(500 N. Hancock Street, PO Box 512, Pentwater, MI 49449)

Unit Name:	Make:	Model:	S/N:	Size:	ATS Qty:	Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price	
L190694440	Cummins	C25 N6	L190694440	25kW	1	Includes annual oil analysis. Includes battery replacement every 3 years.	1	February	Inspection	1	\$568.75	\$568.75	
							1	August	Full Service	1	\$798.29	\$798.29	
							1	February	Loadbank (2 Hrs)	1	\$935.60	\$935.60	
							1	August	Battery	1	\$184.58	\$184.58	
											Year 1 Total: \$2,487.22		
							2	February	Inspection	1	\$568.75	\$568.75	
							2	August	Full Service	1	\$798.29	\$798.29	
							2	February	Loadbank (2 Hrs)	1	\$935.60	\$935.60	
											Year 2 Total: \$2,302.64		
							3	February	Inspection	1	\$568.75	\$568.75	
							3	August	Full Service	1	\$798.29	\$798.29	
							3	February	Loadbank (2 Hrs)	1	\$935.60	\$935.60	
											Year 3 Total: \$2,302.64		
							4	February	Inspection	1	\$568.75	\$568.75	
							4	August	Full Service	1	\$798.29	\$798.29	
							4	February	Loadbank (2 Hrs)	1	\$935.60	\$935.60	
							4	August	Battery	1	\$184.58	\$184.58	
											Year 4 Total: \$2,487.22		
							5	February	Inspection	1	\$568.75	\$568.75	
							5	August	Full Service	1	\$798.29	\$798.29	
						5	February	Loadbank (2 Hrs)	1	\$935.60	\$935.60		
											Year 5 Total: \$2,302.64		

The following riders are included for this unit on this quote:
With Full Service: Oil Analysis - AMP (Advanced)

Total Agreement Amount:* \$11,882.36
*Quote does not include applicable taxes



Sales and Service

Cummins Inc.
3715 Clay Avenue SW
Grand Rapids, MI 49548
Phone: (616) 538-2250

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Pentwater Township 500 N. Hancock Street PO Box 512 Pentwater, MI 49449 Customer #:	Name: Keith Edwards Phone: 231-869-6231 X224 Cell: Fax: E-mail: zoningadministrator@pentwatertownshipmi.gov	Quote Date: 5/9/2023 Quote Expires: 7/8/2023 Quote ID: QT-62747 Quoted By: James Sweeney Quote Term: 5 Year
Payment Type: Prepaid		

Total Agreement Amount:*

\$11,882.36

**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call (248) 573-1925 or Email pm.service@cummins.com for invoice total prior to sending payment.

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

Opt out of Automatic Renewal.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

*30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours

80% of the EPS nameplate kW rating for 2 continuous hours

Other – Please Specify _____

Please return signed agreement to:

Cummins Inc.

Attn: Planned Maintenance Department

21810 Clessie Court

New Hudson, MI 48165

Email: pm.service@cummins.com

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

Customer Approval (Quote ID: QT-62747) **Cummins Inc. Approval**

Signature: *Maureen [Signature]*
Date: 6.20.2023

Signature: _____
Date: _____

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional-- Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional - Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

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

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

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

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the Invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this Indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

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

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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

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

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following:

- A. One-Time Purchase
Order or Invoice Number: _____
- C. Blanket Certificate
Expiration Date (maximum of four years): _____
- B. Blanket Certificate - Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.

Seller's Name and Address

CUMMINS INC. 3715 CLAY AVENUE SW GRAND RAPIDS MI 49548

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. All items purchased.
2. Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

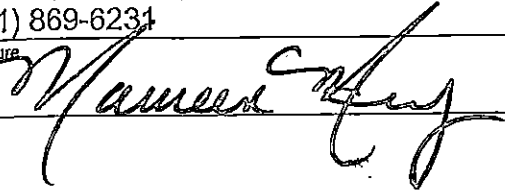
1. For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number: _____
2. For Resale at Retail. Enter Sales Tax License Number: _____
3. Direct Pay -- Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: _____

The following exemptions DO NOT require the purchaser to provide a number:

4. Agricultural Production. Enter percentage: _____%
5. Government Entity (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. Contractor (provide *Michigan Sales and Use Tax Contractor Eligibility Statement (Form 3520)*).
7. For Resale at Wholesale.
8. Industrial Processing. Enter percentage: _____%
9. Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. Rolling Stock purchased by an Interstate Motor Carrier.
12. Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name PENTWATER TOWNSHIP		Type of Business (see codes on page 2) 5
Business Address 500 N HANCOCK		City, State, ZIP Code PENTWATER MI 49449
Business Telephone Number (include area code) (231) 869-6231		Name (Print or Type) Maureen Murphy
Signature 	Title TOWNSHIP CLERK	Date Signed 6-20-23

Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption (Form 3372)*

Purchasers may use this form to claim exemption from Michigan sales and use tax on qualified transactions. All fields must be completed; however, if provided to the purchaser in electronic format, a signature is not required. All claims are subject to audit. The purchaser must ensure eligibility of the exemption claimed; a purchaser who improperly claims an exemption is liable for tax, penalty, and interest, with limited exceptions.

Sellers: Michigan does not issue "tax exempt numbers" and a seller is not permitted to rely on a number in lieu of a valid exemption claim. Sellers are required to maintain proper records of exempt sales, including exemption forms or the same information in another format. Records may be kept electronically. If the exemption certificate is received in electronic format, a signature is not required. A seller who does not comply with these requirements may be liable for tax, penalty, and interest. See Revenue Administrative Bulletin 2016-14 for more information. All claims are subject to audit.

SECTION 1:

A) Choose "One-Time Purchase" and include the invoice number this certificate covers.

B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser. Parties do not need to renew this blanket exemption claim as long as the recurring business relationship exists.

C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there may be a period of more than 12 months between sales transactions. This option is best when purchaser and seller anticipate more than one exempt transaction before the expiration date but do not have or may not maintain a recurring business relationship.

SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

SECTION 3:

Check the box that applies and, if applicable, provide the required information. The exemptions listed are the most common. If the exemption you are claiming is not listed, check "Other" and enter the qualifying exemption.

SECTION 4:

Purchaser must complete Section 4. A signature is only required if a paper form is used; in that case, the purchaser should sign and provide their title (for example, Purchasing Manager, President, Owner). For Type of Business, enter the number from the following list that best describes the purchaser's business.

01	Accommodations	10	Utilities
02	Agricultural	11	Wholesale
03	Construction	12	Advertising, newspaper
04	Manufacturing	13	Non-Profit Hospital
05	Government	14	Non-Profit Educational
06	Rental or leasing	15	Non-Profit 501(c)(3), 501(c)(4), or 501(c)(19)
07	Retail	16	Other (enter code and write in business type)
08	Church		
09	Transportation		

NB d)

New Business d

Review & Action: CIP update & Approval (Annual)

INFO PENDING

Do we want to add to this page
 CIP added at meeting

June 1, 2022

Capital Improvement Projects for 2022 – 2026:

GENERAL FUND		
FISCAL YEAR	ITEM	PROJECTED COST
2022/2023	Parking Lot Improvements	\$40,000
	Pentwater-Hart Trail	\$22,500
	Generator – Township Office	\$10,500
	Front Loader/Tractor – Transfer Station	\$13,500
2023/2024	Legal/Engineering for Sewer System	\$25,000
	Air Conditioner Replacement	\$10,000
	Upgrades on Heating/Ventilation	\$20,000
2024/2025	Roof Replacement	\$40,000
	Pentwater-Hart Trail	\$22,500
2025/2026	Septic System upgrades	\$25,000

CEMETERY FUND		
FISCAL YEAR	ITEM	PROJECTED COST
2022/2023	Water Access and Treatment	\$20,000
	Bench for Respite Area	\$ 5,000
	Fence Repairs/replacements	\$ 5,000
	Irrigation System Maintenance/ Repairs	\$20,000
	Tree Replacements (12 trees)	\$ 5,000
2023/2024	Repair/Replacement of Retaining Walls	\$30,000
	Drilling of New Well	\$50,000
2024/2025	Irrigation System Updates	\$20,000
	Repair/Replacement of Retaining Walls	\$30,000
2025/2026	Repair/Replacement of Retaining Walls	\$30,000

June 1, 2022

Capital Improvement Projects for 2022 – 2026:

GENERAL FUND		
FISCAL YEAR	ITEM	PROJECTED COST
2022/2023	Parking Lot Improvements	\$40,000
	Pentwater-Hart Trail	\$22,500
	Generator – Township Office	\$10,500
	Front Loader/Tractor – Transfer Station	\$13,500
2023/2024	Legal/Engineering for Sewer System	\$25,000
	Air Conditioner Replacement	\$10,000
	Upgrades on Heating/Ventilation	\$20,000
2024/2025	Roof Replacement- Pentwater-Hart Trail	\$40,000 \$22,500
	Septic System upgrades	\$25,000

CEMETERY FUND		
FISCAL YEAR	ITEM	PROJECTED COST
2022/2023	Water Access and Treatment	\$20,000
	Bench for Respite Area	\$ 5,000
	Fence Repairs/replacements	\$ 5,000
	Irrigation System Maintenance/ Repairs	\$20,000
	Tree Replacements (12 trees)	\$ 5,000
2023/2024	Repair/Replacement of Retaining Walls	\$30,000
	Drilling of New Well	\$50,000
2024/2025	Irrigation System Updates	\$20,000
	Repair/Replacement of Retaining Walls	\$30,000
2025/2026	Repair/Replacement of Retaining Walls	\$30,000

NIB 14e Par Plan Risk Assessment

NIS @)
(ADD'L INFO)

Lynne Cavazos

From: On behalf of Michael Gombos <no-reply@riskcontroltech.com>
Sent: Wednesday, May 17, 2023 9:45 AM
To: Lynne Cavazos
Cc: jwilliams@tmhcc.com
Subject: Recommendation letter for Pentwater Township
Attachments: At Will Statement_Profile_20230517094507967.docx;
HRMuniFlyerParPlanMemberInsureds_Profile_20230517094507967.pdf;
MaintenanceRoofMaintenance_Profile_20230517094507967.pdf; MI ICHAT Information
121222_Profile_20230517094507967.docx; MI SOS MVRDRR Information 121222
_Profile_20230517094507967.doc; Motor Vehicle Driving Policy_Profile_
20230517094507967.docx; Ordinance Example_Profile_20230517094507967.docx; Public
Risk Permanent File M22MTP80211-00 Risk Control Risk Control Rec_Letter_Profile_
20230517094507967.pdf; Sample Certificate of Insurance Example_Profile_
20230517094507967.docx; Sample Driving Record Review Policy_Profile_
20230517094507967.doc; Sample Independent Contractor Agreement_Profile_
20230517094507967.docx; Vehicle Use Policy_Profile_20230517094507967.doc

Dear Lynne Cavazos,

Thank you for taking the time to meet with Risk Control to discuss the operations of Pentwater Township. Attached are additional resources and the recommendation letter that we discussed outlining recommendations that were noted while on site. If you have any questions after reviewing and are in need of additional resources, please do not hesitate to call me.

Best Regards,
Michael Gombos
Risk Control Manager
248-228-4252
mgombos@tmhcc.com



May 16, 2023

Lynne Cavazos, Supervisor
Pentwater Township
500 N Hancock St
Pentwater, Michigan 49449

Dear Lynne Cavazos:

I would like to thank you for taking the time to meet with Risk Control to discuss the operations of Pentwater Township. This action allows the Risk Control Department to assist your organization and its services in identifying existing and potential liability exposures that may be present in day-to-day operations such as yours.

Upon review of the information gathered and discussed during our meeting, please allow me to offer the following comments and recommendations:

- **2023-05-05 - Contracted Services - Contracted Service Agreement(s)**

Core Profile V2 - CONTRACTED SERVICES

All contracts for services should be in the form of a written contract. It is highly recommended that your legal counsel review all contracts for optimal hold-harmless language designed to indemnify your municipality and provide maximum risk exposure mitigation as well as language requesting that certificates of insurance be provided listing your municipality as an additional insured. A sample contracted services agreement has been provided for your reference.

- **2023-05-06 - Property - Employees Trained to Use Fire Extinguisher(s)**

Core Profile V2 - PROPERTY & LIABILITY

All employees should be trained in the proper use of fire extinguishers. Ensuring your employees know how to effectively use fire extinguishers will assist in limiting property damage and personal injury in the event of a fire. Your local fire department may be a good resource for training.

- **2023-05-07 - Property - Carbon Monoxide Detectors**

Core Profile V2 - PROPERTY & LIABILITY

Carbon monoxide detectors should be installed in the township hall to provide awareness in cases of carbon monoxide build-up. Detectors should be installed, tested and maintained in accordance with state / local requirements and manufacturer's instructions. This action will help to reduce the potential for physical injury due to excessive carbon monoxide exposure.

- **2023-05-08 - Property - Smoke Detectors**

Core Profile V2 - PROPERTY & LIABILITY

Smoke detectors should be installed in the township hall to provide awareness in cases of smoke or fire. Detectors should be installed, tested and maintained in accordance with state / local requirements and manufacturer's instructions. This action will help to reduce the potential for physical injury or property damage due to a fire.

- **2023-05-09 - Property - Documented Roof Inspection Program**

Core Profile V2 - PROPERTY & LIABILITY

Recommend the entity implement a documented roof inspection program conducted by a licensed contractor every 1-2 years for roofs more than 20 years old, and every 5 years for roofs fewer than 20 years old on structures owned by the entity.

- **2023-05-10 - Personnel - At-Will Statement**

Core Profile V2 - PERSONNEL

Utilizing an at-will statement should be implemented as a part of the hiring process and should also be included in an employee handbook. An at-will statement will assist in clarifying the employee/employer conditions and provide written acknowledgement of understanding. This action will also help provide a better defense in the event of a wrongful termination suit. A sample at-will statement has been provided for your review.

- **2023-05-11 - Application - Driving Record Review Policy**

Core Profile V2 - PERSONNEL

Implementing a driving record review policy that addresses the use of municipal vehicles as it pertains to the operations of entity business is recommended. This action will help reduce a potential liability exposure by ensuring that those operating municipal vehicles do not have a history of significant driving violations.

- **2023-05-12 - Personnel - Driving Policy**

Core Profile V2 - PERSONNEL

A driving policy that addresses the rules and requirements for operating a motor vehicle on behalf of your entity should be implemented. This will help reduce potential automobile related liability exposure and provide clear guidance to employees, volunteers and others that operate a motor vehicle on your behalf. A sample policy has been provided for your reference.

- **2023-05-13 - Personnel - HRMuni Registration**

Core Profile V2 - PERSONNEL

Enclosed you will find literature for a program entitled HRMuni. The HRMuni program is provided free of charge to policy holders and provides resources such as unlimited HR advise

by telephone / email, training for managers and employees, a toll-free employee hotline, and public sector employment law updates just to name a few. In their online knowledge center, you will find sample workplace policies to help guide you in developing an employee handbook for your entity.

- **2023-05-14 - Application - Criminal Background Checks**

Core Profile V2 - APPLICATION PROCESS

A criminal background check should be performed on all prospective employees and volunteers. Criminal background checks may provide critical information regarding a candidate that may not otherwise present itself during the hiring process.

The State of Michigan's iChat program is a free program that assists governmental agencies in performing criminal background checks. Instructions for enrolling in this program are provided for your reference.

- **2023-05-01 - DPW/Maint - NFPA-Approved Locker**

DPW/Maintenance - FLAMMABLE LIQUID STORAGE

During the site visit, risk control noticed containers housing flammable and combustible liquids located in the cemetery maintenance building. In accordance with OSHA 1910.106, all flammable and combustible liquids should be stored in an approved metal cabinet with self-closing doors, in a flammable liquid storage vault or in a safe outdoor location. Proper storage of these liquids will assist in mitigating a potential fire/explosion hazard.

- **2023-05-02 - DPW/Maint - Safety Policies**

DPW/Maintenance - WORK SITE

Safety policies should be developed, approved, and adopted by your governing body and supporting department(s). These safety policies will ensure proper safety precautions are being taken prior to conducting any type of work the employee might engage in (power tools, equipment use, driving of vehicles).

- **2023-05-03 - Property - Fire Extinguishers**

DPW/Maintenance - WORK SITE

Fire extinguishers in all municipal owned buildings should be inspected (or replaced) annually. Extinguishers shall be wall-mounted and unobstructed providing greater visibility and ease of access should an emergency situation arise. This will help to ensure that the extinguishers are readily available in the immediate time of need should an emergency situation arise.

- **2023-05-04 - Vehicles/Equipment - Preventive Maintenance Program**

DPW/Maintenance - VEHICLES & POWER EQUIPMENT

All preventative maintenance performed on entity-owned vehicles and equipment should be documented in detail and completed by a licensed mechanic. This can be done by utilizing a simple itemized checklist. This action will help reduce the potential liability exposure if the department's vehicular maintenance practices come into question.

In the event you are in need of additional resource material, or assistance regarding this recommendation, please contact the Risk Control Department.

Thank you and we look forward to a continued, good working relationship with you and Pentwater Township.

Regards,

A handwritten signature in black ink, appearing to read "Michael Gombos". The signature is written in a cursive, flowing style.

Michael Gombos
Risk Control Manager
Michigan Township Participating Plan

Cc: Berends Hendricks and Stuit Insurance Agency Inc
Ashley Steward, MTPP Underwriter

This is a Sample only. It should be tailored to meet the specific needs of your entity and should be reviewed by Legal Counsel before implementation.

AT-WILL STATMENT

I UNDERSTAND AND AGREE THAT, IF HIRED, MY EMPLOYMENT IS FOR NO DEFINITE PERIOD AND MAY, REGARDLESS OF THE DATE OF PAYMENT OF MY WAGES AND SALARY, BE TERMINATED AT ANY TIME WITHOUT ANY PRIOR NOTICE AND FOR ANY REASON OR NO REASON AT ALL. I FURTHER UNDERSTAND THAT THE _____ MAY CHANGE ANY EMPLOYMENT POLICY AT ANY TIME FOR ANY REASON OR NO REASON. I FURTHER UNDERSTAND THAT NO ONE AT THE _____, OTHER THAN THE PRESIDENT, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MAKE ANY AGREEMENT CONTRARY TO THE "EMPLOYMENT AT WILL" STATUS REFERRED TO ABOVE. FURTHER, THAT IF THE PRESIDENT SHOULD MAKE SUCH AN AGREEMENT, IT IS BINDING UPON THE **MUNICIPAL ENTITY NAME** ONLY IF IN WRITING AND SIGNED BY HIM.

DATE: _____ SIGNATURE _____



Human Resources Risk Management Services for Public Entities

Spend Less Time on HR Compliance While Reducing Risk

HR MUNI is provided free of charge to all Michigan Township Participating Plan members.

HR MUNI Risk Management Services

Unlimited HR Advice by Telephone / Email

Reduce employment lawsuits with real-time advice from experienced HR professionals and/or employment attorneys.*

Training for Managers and Employees

Limit sexual harassment and discrimination claims with interactive, online training courses.

Toll-Free Employee Complaint Hotline

Encourage early reporting of employee concerns to a third party for crucial advance notice of claims that may be avoided.

Public Sector Employment Law Updates & Webinars

Stay abreast of employment law changes with email updates and periodic webinars.

Online Knowledge Center

Easily access online resources (24/7) developed by employment attorneys and HR professionals* including:

- **Sample workplace policies** to help prevent the most significant workplace claims.
- **Step-by-step guidance** to respond to and handle human resources issues.
- **Red flags** to trigger further action/investigation before employee discipline or termination.

Proactive Onboarding

Each client receives an introductory email and phone call about these risk control services from a member of the HR MUNI risk management team.*

Login to hrmuni.com

On your **first visit** to hrmuni.com:

1. Click Register.
2. Enter the information in the required fields. Your Sign-Up Code is your current policy number.
Do not include spaces, dashes or hyphens when entering your policy number. If you need assistance obtaining your sign-up code, please contact the HR MUNI program at 800-387-4468 or email: HRadvice-PE@eplaceinc.com.
3. Click Submit.
4. On the next page, read the Terms of Service and indicate your acceptance by clicking: I Accept.

On your **next visit** to hrmuni.com:

1. Enter your email address and password. If you do not remember your password, click "Forgot my password" and a new password will be sent via email.
2. Click Submit.

For all assistance or questions about HR MUNI, call **800-387-4468** or email:

HRadvice-PE@eplaceinc.com

For all other risk control assistance, contact TMHCC Risk Control at 800-878-9878.

hrmuni.com

The Michigan Township Participating Plan is administered by Tokio Marine HCC – Public Risk Group.

*HR MUNI is powered by ePlace Solutions, Inc. All services and resources are provided by ePlace Solutions, Inc. human resource professionals and employment attorneys.

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TOKIOMARINE
HCC



Roof Maintenance Program

Since one of an organization's biggest assets is its buildings, maintenance programs are critical to reducing the potential for building damage and loss.

Weather, aging and structural movement and stresses contribute to wear and damage of roofs. Deferred roof maintenance and repairs can result in leaks and water infiltration that can risk occupant health and safety and interior property damage. Water damage can cause sagging ceilings and walls, and the risk of falling debris, as well as the risk of slip and falls and electrical shocks. Water infiltration can also damage building insulation, ceilings and walls, causing mold and fungus growth.

A roof maintenance program that includes routine inspections and repairs can maximize the life expectancy of roofing systems, while protecting occupants and the building, and minimizing overall costs.

What to Include in a Roof Maintenance Program

A roof maintenance program should include:

- Annual routine inspections
- Inspections after any major weather events or construction activity that could have affected roof systems
- Repairs for any minor damage to avoid more serious issues and expensive emergency repairs.
- Documentation of all inspections and repairs



Inspections

- Have roofs inspected by a qualified vendor or an employee with knowledge of buildings and roof systems.
- Roof inspections should be thorough to determine:
 - The current condition of the roof membrane and flashings
 - If there is any non-destructive moisture to determine if moisture has infiltrated into the insulation of the commercial roof system
 - If gutters are in good condition and free of debris
- Document all inspections, any defects noted so they can be repaired promptly, and all maintenance performed.

Roof and Gutter Repair

- Have any roof or gutter defect repaired before it allows moisture to enter the roof systems or building interior.

Commercial roof repairs should only be conducted by a qualified roofing contractor.

Mold Risks

Even a small leak can quickly lead to the formation and spread of mold. According to the Centers for Disease Control and Prevention and the Environmental Protection Agency, mold can begin to form in as little as 24 to 48 hours following moisture accumulation. Mold can cause health concerns for building staff and visitors and it can be costly to remediate.



continued on next page

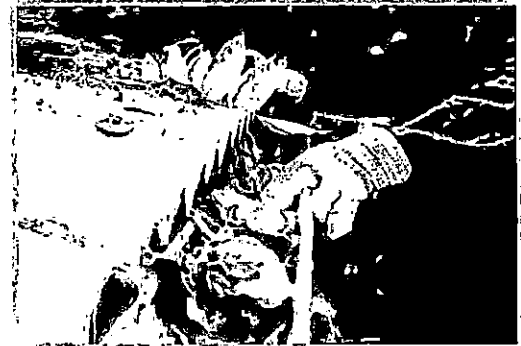


Gutter Maintenance

- Keep gutters in good condition and clear of debris to avoid water overflow that could saturate the soil at the building's foundation. Saturation can lead to cracks in the foundation's floor and walls. Keeping gutters clean and in good condition helps protect the building and maximizes the life expectancy of the roof.

Inspection and Repair Documentation

- To identify and record any issues with roof systems and gutters that were noted during inspections and provide guidance to the contractors who will make the repairs, retain all documentation, including:
 - Inspection forms
 - Notes
 - Repair invoices
 - Photographs
- Use a Visual Roof Inspection Checklist to prioritize maintenance issues. See the next page for a sample checklist. A simple and effective system is to use a "Good-Fair-Poor" rating system. Give items rated "Poor" highest priority for repair, followed by those rated "Fair."



If you have questions or need assistance, please contact your risk control representative.



Visual Roof Inspection Checklist

Visually inspect the roof for these conditions:	Comments			
<p>• Debris</p> <p>• Drainage (no evidence of standing water)</p> <p>• Physical damage</p> <p>• Structural deformation</p> <p>For a Sloped Roof:</p> <ul style="list-style-type: none"> • Roof material • Surface condition • Deformed edges • Shingle condition: <ul style="list-style-type: none"> ○ Buckled ○ Curled ○ Missing ○ Granular loss ○ Corrosion (metal) ○ Fasteners <p>For a Flat/Membrane Roof:</p> <ul style="list-style-type: none"> • Condition of coating • Granular loss • Punctures • Cracks (alligating) • Blisters (fishmouths) • Ponding 				
<p>Visually inspect the following common roof features (if applicable) for visible signs of damage or repair:</p> <ul style="list-style-type: none"> • Fascia • Soffit • Flashing • Gutters/drains/vents • Skylights • Chimneys/vents • Fall arrest anchors • Control zone access 				
<p>The need for roof maintenance and repairs may be identified by observing:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 33%;"> <p><u>Ceiling Conditions</u></p> <ul style="list-style-type: none"> • Cracks • Water staining • Water leaks • Seasonal change </td> <td style="vertical-align: top; width: 33%;"> <p><u>Exterior Wall Conditions</u></p> <ul style="list-style-type: none"> • Deformed finish • Surface deterioration • Staining </td> <td style="vertical-align: top; width: 33%;"> <p><u>Interior Wall Conditions</u></p> <ul style="list-style-type: none"> • Cracks • Water staining • Water leaks • Deformed finish • Seasonal change • Window leaks • Door/window alignment </td> </tr> </table>	<p><u>Ceiling Conditions</u></p> <ul style="list-style-type: none"> • Cracks • Water staining • Water leaks • Seasonal change 	<p><u>Exterior Wall Conditions</u></p> <ul style="list-style-type: none"> • Deformed finish • Surface deterioration • Staining 	<p><u>Interior Wall Conditions</u></p> <ul style="list-style-type: none"> • Cracks • Water staining • Water leaks • Deformed finish • Seasonal change • Window leaks • Door/window alignment 	
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ICHAT Information
December 12, 2022

As part of the hiring process for your entity, it is recommended that criminal background checks be performed on any prospective employee or volunteer. This can be accomplished directly through the Michigan Department of State Police ICHAT program, which is a **free** service to all governmental agencies. To enroll in this program and gain access to ICHAT, your entity may contact Johanna Richardson, ICHAT Coordinator at MSP-CRP-ICHATHELP@michigan.gov to obtain an agency access code. Or a letter can be either mailed or faxed to the following:

Johanna Richardson, ICHAT Coordinator
Michigan State Police
Criminal Justice Information Center
333 South Grand Avenue
Lansing, MI 48913
ICHAT Help Desk

Michigan State Police
Criminal Justice Information Center
P. O. Box 30634
Lansing, Michigan 48909
Tel. 517-241-0606
Fax 517-241-0866
MSP-CRD-ICHATHELP@michigan.gov

Visit www.michigan.gov/msp and click on "Criminal History Records" Link in the middle of the page. Under "Name Based Background Check" you will see tutorials for setting up your Agency Registration.

Important note: When requesting criminal background reports, you **must utilize** the email address that was used to register your agency for the program to avoid being charged a fee for the service.

Michigan Department of State Subscription Service Program Governmental Accounts

- A critical issue facing many public entities today is the operation of municipal owned vehicles. Negligent operation of these vehicles could present an exception to governmental immunity. To help protect yourself from this exception it is recommended driving record reviews be performed on all personnel operating municipal vehicles. This will assist in identifying potential liability exposures involving operation of vehicles.
- There is a subscription program available through the State of Michigan Secretary of State that allows the municipal entity to participate in this program *at no charge*.
- Once enrolled, a copy of individual driving records will be sent to the municipal entity whenever there is a change in status of an individual's driver license due to a traffic violation. While enrolled in this program, the municipal entity would only need to notify the Secretary of State when a new employee is added or to remove a former employee from the program. *(The municipal entity should notify all personnel of the implementation of this program).*
- To inquire if your entity is already enrolled in the program inquiries should be sent to CommercialServices@Michigan.gov

The Governmental Subscription Service provides your agency with a driving record of your employee(s) when they are first enrolled and then whenever there are any violations, restrictions, suspensions, or revocations posted to their record.

You must be completely governmental funded in order to receive this service at no charge. **Non-Profit organizations must submit a copy their Articles of Resolution and the acknowledgment letter signed by the Office of the Great Seal.**

To apply for this program, submit a formal Letter of Application, the completed contractual agreement, and a list of your current drivers to be enrolled. **See details below on completing these required documents.**

Contractual Agreement

- The person signing the agreement **must** be authorized to enter into agreements on behalf of the organization/agency.
- If someone other than the director is signing the agreement, additional proof of authorization to sign and enter into agreements is required.
- The signature must be scripted on the contractual agreement above "Organization Representative". The contract will be returned if the "Printed Name and Title" is not completed.
- Mark Permissible Uses that apply to your agency (Section XII. 2., Page 4)
- Section 1, #2 list all subsidiaries/affiliates information will be shared with. If not sharing information, write NONE

Accessing the Contractual Agreement Online

- Access the State of Michigan website: <http://www.michigan.gov/SOS>
 - In the Online Services column select **Access Business Services**
 - In the Additional Services column select **Record Sales Services**
 - Click **Apply** to begin the contract application process
 - Click **NO** to all fields except **Information about Subscription Services**, click **YES** to that field
 - Click box for **Government** and proceed to next page
 - Click box for **Government / Municipality** and proceed to the next page
 - Complete contract application

Letter of Application -- Required

Your letter of application must be submitted on agency letterhead with original documents and include:

- What type of agency you are (City, County, Health, Police, Library, Transportation, etc.)
- Contact person, phone number, fax number and e-mail address. (**E-mail address is required for this program**)
- Are your employees required to have a CDL to do their job?

List of Current Drivers

For this list and all subsequent additions to your enrollment, you must provide the driver's name as it appears on his/her Michigan driver license, their Michigan driver license number and date of birth. **ALL above documents must be uploaded! Please upload all documents, per the instructions on your initial approval letter.**

Questions can be directed via email to CommercialServices@Michigan.gov

This is a Sample only. It should be tailored to meet the specific needs of your entity and should be reviewed by Legal Counsel before implementation.

Motor Vehicle Driving Policy

I. PURPOSE

To assure that employee drivers of **Entity Name** maintain a current valid Michigan operator's license and operate vehicles in a safe and lawful manner in compliance with the laws of the State of Michigan.

II. DEFINITIONS

The term "employee driver(s)" shall mean any and all paid or unpaid employees, applicants for employment, volunteers and other persons who may be required or permitted to operate any motor vehicle while performing that person's duties on behalf of the **Entity Name**.

III. OPERATOR'S LICENSES

- A. Each employee driver of the **Entity Name** shall at all times maintain a current valid Michigan operator's license. Any employee driver failing to maintain a current valid operator's license shall be prohibited from operating any motor vehicle while performing any duties on behalf of the **Entity Name**.
- B. Any employee driver whose operator's license is suspended, revoked or otherwise invalid is immediately prohibited from operating any vehicle while performing that person's duties on behalf of the **Entity Name**. Each employee driver shall immediately notify his/her immediate supervisor if his/her operator's license has been suspended, revoked or become invalid in any way. Each employee driver is responsible for knowing the status of his/her operator's license.
- C. In order to ensure compliance with the foregoing requirements, each employee driver shall provide to the **Entity Name** designated representative a copy of his/her operator's license and shall further execute at least once per year and more frequently as required by the **Entity Name**, Consent for Driver's License Record Check. It shall be the responsibility of _____ to obtain and review a Michigan Motor Vehicles driver's license abstract for each applicant for employment for an employee driver position. It shall further be the responsibility of _____ to obtain and review an Michigan Motor Vehicles driver's license abstract for all existing employee drivers at least one time per calendar year.

Prior to obtaining the driving record of an employee driver, a written authorization will be obtained from that employee driver. Any time any of the above actions are taken the employee driver will be provided with a Pre-adverse Action Disclosure which includes a copy of the driver's MVR and a copy of A Summary of Your Rights Under the Fair Credit Reporting Act. In addition, that employee driver will be given notice either orally, in writing or electronically that the action has been taken in an Adverse Action Notice.

IV. DUTY TO OPERATE SAFELY AND LEGALLY

Each employee driver is required to operate motor vehicles in a safe and legal manner whether on or off duty with the **Entity Name**. This includes the use of seatbelts by all employee drivers and their passengers at all times required by law and compliance with any restrictions on the employee driver's operator's license. Any employee who is found guilty or pays bond forfeiture on an offense for which points may be charged under 140 IAC:1-4.5-10 shall immediately report that fact to **Name of Contact Person**. This requirement shall apply to all offenses described above regardless of whether the offense is committed while the employee driver is on or off duty with the **Entity Name**.

V. OPERATION UNDER THE INFLUENCE OF SUBSTANCES, DISTRACTED DRIVING AND OTHER UNSAFE PRACTICES

Employee drivers shall not operate any motor vehicle while performing duties on behalf of the **Entity Name** while impaired due to alcohol, prescription or nonprescription drugs or any other legal or illegal substance(s). Employee drivers shall not at any time engage in any activities that distract their attention from the operation of any motor vehicles while performing duties on behalf of the **Entity Name**. This shall include but not be limited to the use of cellular telephones, computers, electronic navigation devices and/or text messaging devices.

VI. ACCIDENT REPORTS

An employee driver involved in a motor vehicle accident while performing duties on behalf of the **Entity Name** shall cooperate in the filing of all law enforcement reports required by law and, in addition, shall immediately inform his/her supervisor and complete a full and accurate report on the form prescribed by the **Entity Name**.

VII. DISCIPLINE

The failure to comply with any of the foregoing requirements, a conviction or payment of a bond forfeiture as described above and/or the imposition of a driving prohibition as described above may result in disciplinary action including, but not limited to, placement on restricted duty, administrative leave, suspension or termination.

I have read and understand the content of this policy.

Signature

Date

This is a sample policy which should be tailored to meet the needs of your entity. It is provided for informational purposes only and no warranty is provided. You are advised to have this Policy approved by legal counsel before implementation.

VEHICLE USE POLICY

(All City employees permitted to drive municipal owned vehicles must provide a copy of their valid Secretary of State Operator's License record.)

Generally, only City employees, members of the governing board, members of boards and committees appointed by the boards engaged in the transportation of City personnel and/or material and supplies used to carry out the functions and operations of the departments of the City, and for which the immediate use of a vehicle is actually necessary or convenient, shall drive, ride, or be transported in City-owned vehicles.

The following are exceptions to that general policy:

- (1) In emergencies where the City employee has a reasonable belief, based on a totality of circumstances, that the life, safety, health or physical welfare of a citizen would be immediately threatened without the security and/or transportation the City-owned vehicle could provide him or her. Examples of such emergencies include, but are not limited to, accidents involving personal injury, acute illness and actual and potential victims of crime and violence.
- (2) In motorist/passenger assistance where there is no immediate emergency but, under a totality of circumstances, the City employee has a reasonable belief that the failure to transport the motorist and/or passengers in a City-owned vehicle could result in such persons being left in real or potentially real danger, or would result in extreme inconvenience to them. The use of a City-owned vehicle in such cases shall be limited to transporting motorists and their passengers only to those places where they are reasonably safe and have a reasonable opportunity to obtain continued help without further conveyance in the City-owned vehicle.
- (3) Among the circumstances City employees shall consider in determining whether to transport a private person in a non-emergency City-owned vehicles under the emergency and motorist/passenger assistance exceptions is whether a more appropriate vehicle manned by trained police or other emergency personnel is reasonably available. City employees should not generally undertake the transportation of persons with severe injuries and illnesses.
- (4) When it is necessary for reasons of inclement weather, late hour, lack of transportation or other reasonable cause, to transport non-City personnel to and from City-owned property, so that such personnel can install, repair or maintain City equipment essential to the continuation or restoration of public services essential to the safety, health and welfare of the citizens of the City.

- (5) When the vehicle is being driven to or picked up from private maintenance or repair facilities, and while it is being "road-tested" while in the possession of such facilities.
- (6) City employees who are assigned and required to drive home City vehicles are permitted to carry other City employees as passengers.

Individual operating departments of the City may make more stringent regulations regarding the use of marked, specially equipped vehicles. These regulations shall be in writing and distributed to those employees assigned such units. Any regulations prepared under this paragraph are subject to the review and approval of the City Manager.

City-owned vehicles, under both the general policy and its exceptions, shall not ordinarily be taken outside the City, except in the conduct of City business. When assigned a take-home vehicle and the employee lives outside the City limits but inside _____ County, the employee may travel to and from home but should not use the vehicle for personal business. However, the City Manager, department heads and their designees shall have the authority to grant exceptions to this policy, to the extent that such exceptions are for legitimate, necessary City business. Reports of such travel shall be made to the employee's department head the first working day following such travel. The report shall include the purpose, duration and distance of the travel outside the City, and any other information the department head requires to make a determination that the travel conformed to this policy. The department head shall keep a permanent file of such reports.

Employees assigned a take-home vehicle shall ensure that the vehicle and any attached equipment are secured to prevent usage by unauthorized personnel. Keys and other devices shall be secured to prevent access by unauthorized personnel.

All City employees, shall wear shoulder and lap restraints at all times while operating or riding in City vehicles.

All City vehicles shall obey all traffic laws and other safety precautions as provided by the City of _____. All moving violations shall be reported to your supervisor and an "Employee Incident Report" completed.

This is a sample policy which should be tailored to meet the needs of your entity. It is provided for informational purposes only and no warranty is provided. You are advised to have this Policy approved by legal counsel before implementation.

NB +)

New Business f

Review & Action: Payment Responsibility for Columbarium Placards

~~HEA~~
INFO PENDING



A General Law Township

Phone: (231) 869-6231
Fax: (231) 869-4340
Website: www.pentwatertwp.org

500 N. Hancock Street
P.O. Box 512
Pentwater, Michigan 49449

**RE: June 14, 2023, Township Board Meeting
Agenda NB 14 f**

Board Approval for transferring the PAYER of Columbarium Niche Plaques from Pentwater Township Cemetery to Purchaser of Columbarium Niche.

Based on 40 % increase in price of plaques over the last two years.

Board of Approval for Reimbursement Fees of a Returned Columbarium Niche to be the original price less the cost of the plaque.

Thank you,
Maureen Murphy
Pentwater Township Clerk

NB 14g

Proposed RTW HART Trail Engineering &
Consulting Services

Agenda Item: Review and Action (g) Under New Business

Discussion on Request for Proposal for Engineering and Associated Professional Consulting Services for A Portion of the Pentwater Hart Trail

Agenda Items for Discussion:

- A) Request for Proposal (RFP) Received
- B) Discussion on the RFP Process
- C) Approval of the RFP Recommendation
- D) Authorization for the Township Supervisor to enter into an Professional Agreement for Engineering and Associated Professional Consulting Services for A Portion of the Pentwater Hart Trail, Spark Grant Application

Discussion on Request for Proposal for Engineering and Associated Professional Consulting Services for A Portion of the Pentwater Hart Trail

Agenda Items for Discussion:

- 1) Request for Proposal (RFP) Received**
- 2) Discussion on the RFP Process**
- 3) Approval of the RFP Recommendation**
- 4) Authorization for the Township Supervisor to enter into an Agreement to execute the pending agreement.**

Here is background information from John to help you in any discussion:

1. Per the MDNR Program Manual for the Spark Grant Program - the only professions which can act in the prime professional role are a licensed architect, licensed engineer or licensed landscape architect. This professional must have an active license in the state of Michigan and an active profile in MiGrants under their firm's organization. The process used for selection of a prime professional does not require approval from the DNR but must be (or have been) a competitive process, with documentation furnished upon request. A competitive process was indeed set up by the Township to secure the Prime Professional for the upcoming Spark grant application - RFPs were developed to secure the Prime Professional.

2. The RFP was sent to 7 engineering firms with 2 firms declining to provide a proposal. The RFP announcement was published in the Oceana County Press as well as the Township's webpage. On the due date & time, no RFPs were received from the remaining 5 firms.

3. Due to the limit amount of time to complete the Spark grant application & since the Friends of the Pentwater Hart Trail (FPHT) has & continues to have an existing relationship with F&VB for several years & paying thousands of dollars for completed surveying work for the trail's route, & with the acknowledgement that our Township is assisting the FPHT to complete a portion of the PHT in which all surveying work was completed by Fleis & VandenBrink (F & VB), the Township believes, in light of no RFPs being received, the best decision & use of previous dollars spent on the trail's route is to approve a contractual agreement between the Township & F&VB for the professional services of providing any documents that would be needed for the supporting information in the grant application and to serve as the Prime Professional should the Township receive a Spark grant.



June 9, 2023

Pentwater Township
Clerk's Office
500 N. Hancock Street
Pentwater, MI 49449

RE: Engineering and Associated Professional Consulting Services for a Portion of the Pentwater Hart Trail – SPARKS Grant

As requested, we have prepared our proposed Scope of Services and Budget for engineering and associated professional consulting services for a portion of the Pentwater Hart Trail. The scope and budget are based on the project being designed to MDNR, MDOT and OCRC Standards with a full plan set and associated specifications.

The project area starts at Tyler Road and 72nd Avenue traveling north along 72nd Avenue and continuing west along Harrison Road. The project length will depend solely on the availability of funding for the project, which is estimated to be \$1 million, of which \$800,000-\$850,000 is estimated as the cost of construction.

We understand the Township intends to submit an application for Round Two of the MDNR SPARKS Grant Program, and should the grant funding not be awarded by the MDNR it is likely that this proposal will be null and void if there is no desire by the Township to reapply to the MDNR SPARKS Grant Program in Round Three.

It is assumed that the second round of the SPARKS Grant funding will be awarded in August of 2023. If the August date holds, we understand that the Township desires the submittal package to be completed by December 2023 for construction to take place in 2024.

Work Plan

Preliminary Design Phase

1. Meet with the Township (PT) and Friends of the Pentwater Hart Trail (FPHT) to review project requirements, work scope and overall schedule. Collect available data from the Township and the FPHT.
2. Prepare and submit the program application.
3. Prepare and submit the NEPA and SHPO applications.
4. Conduct field data collection work to identify project limits, stations, work items and typical cross sections.
5. Complete preliminary project log of the proposed improvements.
6. Prepare preliminary maintaining traffic special provisions with proposed signage, staging, details and pay items.

2960 Lucerne Dr SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

7. Submit preliminary project documentation to PT and FPHT for review and comment.
8. Incorporate comments and prepare project log for the MDNR preliminary plan review including preliminary special provisions, details, list of bid items, quantities and estimate of construction costs and scheduling of the meeting.
9. Attend preliminary review meeting with the MDNR, PT, FPHT, and utility companies.

Final Design Phase

1. Complete the final project log in accordance with MDNR review comments. The applicable documents shall be prepared in accordance with the MDNR Guidelines, MDOT Road Design Manual and LAP Geometric Guidelines, AASHTO Bicycle Facilities Guidelines, etc., as applicable.
2. Prepare updated estimate of probable construction cost.
3. Submit final project log including specifications, bid items and cost estimate to the MDNR ready for their bidding process.

Bidding Phase

1. Assist during the bidding period by answering questions from Contractors, PT, FPHT or the MDNR and providing supplemental information, if required.

Construction Engineering

1. Schedule/attend preconstruction meetings with MDNR, Contractor, PT, FPHT and utility companies, as applicable.
2. Provide project administration and engineering consultation throughout the construction period in accordance with MDNR procedures including:
 - a. Schedule and preside at progress meetings with the Contractor, City staff and MDNR, bi-weekly. Prepare and distribute meeting minutes.
 - b. Prepare Contractor pay estimates and submit to PT and FPHT for approval for payment.
 - c. Prepare contract modifications (change orders), if necessary, and submit a recommendation to PT and FPHT for authorization.
 - d. Maintain project files on behalf of PT.
3. Provide Resident Project Representative (RPR) during construction with the following responsibilities:
 - a. Perform full-time on-site observation during the construction of the project (estimated at a 8-week project duration). If the construction duration changes, we will adjust our fees accordingly.
 - b. Provide daily record keeping of construction activities in accordance with MDNR and OCRC requirements. Report defective work immediately to the PT, FPHT and the Engineer.
 - c. Address complaints filed with PT.
4. Conduct final review of the Contractor's work with PT, FPHT and the MDNR; prepare a final punch list of remaining work items. Provide follow up inspection to verify that the punch list items have been completed.
5. Assist in MDNR audit/file review of project records for project closeout.

Professional Fees

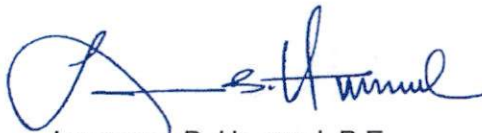
We propose to complete design and construction engineering services as outlined above for the following not-to-exceed amount:

Description	Professional Fee
Design & Construction Engineering/Administration	\$ 150,000

Authorization to proceed with these professional services can be given by returning a signed copy of this letter.

Please feel free to contact us with any questions or concerns.

Sincerely,
FLEIS & VANDENBRINK ENGINEERING, INC.



Lawrence B. Hummel, P.E.
Sr. Project Manager



Don DeVries, P.E.
Principal

WORK AUTHORIZATION

Fleis & VandenBrink Engineering, Inc. (F&V) is hereby authorized to perform Services as detailed in this proposal dated June 9, 2023, and authorized under the General Consultation Professional Services Agreement with F&V.

Lynne Cavazos, Supervisor

Date



PO Box 228

Pentwater, Michigan 49449-0228

Email: pentwaterharttrail@gmail.com

Website: www.pentwaterharttrail.com

June 8, 2023

Lynne Cavazos, Supervisor
Pentwater Township
500 N. Hancock Street
PO Box 512
Pentwater, MI 49449

RE: Pentwater Hart Trail
Spark Grant Application

Dear Supervisor Cavazos,

As you know the Friends of the Pentwater Hart Trail (FPHT) have been working towards the completion of the nine (9) mile (+/-) Pentwater Hart Trail since 2015. Along the way our work has been both rewarding and frustrating; all the ups and downs relating to a large regional project.

We are extremely happy that the Pentwater Township Officials agreed to serve as the applicant for MDNR's Spark Grant Program that will assist the FPHT with the submittal of a Spark grant application for the initial construction of a portion of the Pentwater Hart Trail.

As a show of our gratitude and with the hopes the Spark grant application will be approved, the Friends of the Pentwater Hart Trail will be pledging \$100,000 in matching funds to Spark to the project.

This commitment of \$100,000 will be dedicated to the construction activities of the trail. Based upon the approval of the Spark grant application from the MDNR, once the Township authorizes construction contracts for work on the PHT relating to the Spark grant project scope, the FPHT will transfer the \$100,000 to Pentwater Township.

Again, thank you and the Township Board for your assistance with the construction of a portion of the Pentwater Hart Trail.

Sincerely,

Claudia Ressel-Hodan

Claudia Ressel-Hodan, Chairperson
Friends of the Pentwater Hart Trail

NB 14 (n)

Apache Hill Septic Tank Pump Cost Estimate

NB h)

MEMORANDUM

To: Pentwater Township Board of Trustees

From: Keith Edwards, Deputy Supervisor

Date: June 8, 2023

**Subject: Estimate to remove sludge from Septic Tank
Apache Hills Drain Field – Township South System**

Board Members:

During the course of evaluating the Township South Sanitary Sewer System alongside F&V Operations, we have discovered that the approximately 20,000-gallon septic tank at the Apache Hills Drain Field locations is full of sludge and must be emptied. Earlier this week I accompanied Joe Malburg from Malburg's Sanitation Service to inspect the tank and determine the condition.

After removal of both manhole covers on the tank, measuring the depth of the sludge and inspecting the outflow pipe for liquid, a few things became readily apparent:

- This is little room for additional sludge in the tank;
- The sludge has crusted upon the outflow pipe and sides of the tank;
- The dosing tank adjacent to the septic tank should also be cleaned as it appears some solids have entered that tank as week; and,
- The dosing tank has been modified at some time in the past so that the liquid that goes to the drain fields is not manually divided but rather flows freely to both fields.
- It will be necessary to plan to hire Barney's ~~Craft~~ ^{Drain} Cleaning Service to work alongside Malburg's to properly jet the tank and piping.

After speaking with Joe Malburg, a senior member of Malburg's Sanitation Service, he estimated that the last time his company cleaned out the sludge was approximately 20 years ago. More frequent maintenance of the Septic tank and Dosing tank is recommended.

Attached, please find a cost estimate from Malburg's Sanitation Service for pumping the tank, which includes the potential for estimated additional gallons pumped during the cleaning process. Since the Malburg estimate exceeds \$5,000.00 it is necessary to obtain the Township Board's approval for the expense. I am still working on getting the estimate from Barney's and hope to have it by the time of the Board meeting.

Malburg's Sanitation Service, Inc.

Ludington, MI 49431
 5030 Progress Dr.

Estimate

Date	Estimate #
6/8/2023	091525

PHONE (231)843-2007 FAX

Name / Address
Pentwater Township PO Box 512 500 N Hancock St Pentwater MI 49449

Project Site
Wayne Rd

Service	Description	Qty
Job	<p>ESTIMATE TO PUMP OUT 20,000 GALLON TANK</p> <p>Pump out septic tank, Heavy solids. Use crust buster to mix up to make a thinner slurry. May need to add water to sludge to make it thinner. System still in use, sewage will be coming in as it being pumped down so gallons will vary.</p> <p>Disposal Fee, City of Ludington 20,000 - 25,000 approximate gallons</p>	
By Chris, Thank you!		Total \$5,500.00

This estimate for the work to be performed is based on available knowledge of the site and site conditions, which may include past reports, permits, site visits and customer requests. Undisclosed or undiscovered site conditions may cause the intended design of your system to be altered. Our personnel will endeavor to provide you with the best recommendation for an appropriate and effective system to meet your needs.

KB 14 (!) MTA: ANNUAL DUES



PO Box 80078
 Lansing, MI 48908-0078
 www.michigantownships.org

Due Date: 7/1/2023
Township ID: 42870
ATTN: Maureen Murphy
County: Oceana Co.

7/15/23

Bill To:

Pentwater Twp.
 PO Box 512
 Pentwater, MI 49449-0512

IMPORTANT
 Please make a photocopy of this page
 and send it with your check.

Annual Dues	1. Your annual dues payment for 07/01/2023 to 06/30/2024 is:	\$4,030.69
	2. Your Legal Defense Fund contribution for the year is (optional):	\$120.92
	Your dues and LDF total:	\$4,151.61

Choose Your MTA Online Learning Subscription (optional)

All members of your township team, including volunteers, will have access to the courses included in the package you choose. See the enclosed flyer and the back of this page for more details.

Select one	<input type="checkbox"/> Premium Pass (all courses included)	\$ 1,900	Enter the selected package price here:	\$ <input type="text"/>
	<input type="checkbox"/> Plus	\$ 1,000		
	<input type="checkbox"/> Essentials	\$ 750		

Total the green and gold boxes above and enter the amount enclosed: \$

Notes:

1. Make a photocopy of this page and send it with your check.
2. Your dues were calculated using method 2 as described on the reverse side of this sheet.
3. MTA's EIN number is: 38-1536994. IRS Disclosure: MTA dues payments are not deductible as a charitable contribution for federal income tax purposes.
4. Questions regarding this invoice can be sent to service@michigantownships.org or call us at (517) 321-6467.

Thank you very much for supporting strong township government!



One subscription provides online learning for your entire township



MTA's Online Learning Center is home to a wide variety of recorded webinars designed with township officials in mind. From assessing to zoning, you're sure to find something for *every* member of your township team, at every stage in their public service career.

Our annual subscription packages allow you to unlock the savings in this extensive library. One subscription gives everyone on your township team (yes everyone!) access to all of the courses included in that package with no additional "per person" fees.

Three different levels allow you to choose which webinar package is the best fit your township:

The **Essentials** level includes **19 webinars** that cover the basics—what we consider essential topics—designed for all board members and required knowledge for all townships.

The **Plus** level offers access to **35 webinars** that take you beyond the essentials, digging into planning and zoning topics, cemeteries and more. Your entire board, planning commissioners and zoning administrators can watch together (or separately) at no additional cost.

Upgrade to **Premium Pass** and get more than **100 webinars!** We'll throw in FREE access to our live monthly webinar series, **Now You Know** (featuring a new topic every month) AND our Township Governance Academy courses.

For a full list of what's included in each package, visit www.michigantownships.org/learning/mta-online/

KRISTINA 230
ONLIP E LFN & SR EVERTH 146 P.
REBECCA 226
@MICHIGANTOWNSHIPS.ORG



Eliminate per person fees with MTA's annual subscription options. Everyone in your township can watch (and learn) together OR on their own!

Package rates are:

- Essentials Package: \$750
- Plus Package: \$1,000
- Premium Package: \$1,900

To continue your subscription or begin subscribing today, simply check the box next to the package of your choice on the enclosed statement.

If your township is already a subscriber, thank you! MTA continually adds new classes to keep packages relevant and enhance the value. This renewal cycle boasts 3.5 hours to the **Essentials** package, 12 hours to the **Plus** package and 43 hours to **Premium Pass!** We hope you will consider renewing or perhaps even upgrading if you're not already at the Premium Pass learning level.

Not yet a subscriber? What are you waiting for? Now is the perfect time to try it!

Individual webinars more your speed? Browse our online classrooms at <https://learn.michigantownships.org>



May 24, 2023

Dear Colleagues,

As township leaders, you govern closest to the people we serve. You hold detailed personal knowledge of your residents' interests and needs. MTA's mission is to help prepare you, advise you and advocate with you to deliver on that role and your responsibilities.

Your dues payment enables MTA to provide key services and resources to help you succeed:

- Respected and effective **advocates** in Lansing and Washington, DC
- Expert in-person **advice**
- Affordable and thorough **education** on newly emerging and established topics
- Outstanding networking **events**, such as our 2023 Annual Educational Conference and Expo
- Our highly impactful **Capital Conference**, which this year brought together 350 legislators, member officials and expert guests
- *Township Focus*, perhaps **the best local government magazine** of its type nationally
- Extensive print and online reference resources, including our **Answer Center** with a newly improved, easy search function
- The MTA Township Governance Academy, helping hundreds of members work towards a **powerful credential and deep confidence** in guiding their township boards

Every year, hundreds of new legislative bills emerge that impact township government and your communities. These originate from special interest groups directly attacking your township's authority. Can you imagine if our townships had no voice to counteract these threats? Through the efforts of your MTA Government Relations team, nearly 95% of such harmful legislation has been prevented or mitigated in recent legislative sessions. Proactively, they also work to successfully achieve objectives from the member-approved MTA Policy Platform. The dues also cover MTA's membership in our national association, the National Association of Towns and Townships. The DC team was directly responsible for simplifying the American Rescue Plan Act fund usage and reporting.

Again this year, nearly every township called or emailed our experts to get difficult questions answered. Others consulted with their peers on the *Community Connection* forum or read up on them in the MTA Answer Center. Our MTA Annual Conference and Expo brought more than 1,500 people together this year. Please budget now to send your township's delegation next April 22-25, when we'll return to Traverse City.

You may also wish to consider taking our *MTA Online* annual subscription program. This is a very cost-effective way for every member of your township team to learn at the time and place of their choosing, without travel and lodging expense. This year, we've added nearly 50 more hours of new online training choices to a very broad catalog.

Over the coming year, the MTA Legal Defense Fund will continue to track and pursue cases with statewide importance to townships. The "dark stores" and other tax issues, planning and zoning, right-of-way, financial and other emerging issues continue as priorities. Your township's contribution to the fund helps us argue on behalf of townships' interests and to participate in major cases each year. The current cases and results are reported regularly in *Township Focus* and our online communications.

We thank you for supporting strong township government, for your own leadership and joining in MTA's collaborative work for Michigan and our future.

Neil Sheridan

Sincerely,
Neil Sheridan
Executive Director

Advancing local democracy by fostering township leadership and public policy essential for a strong and vibrant Michigan.

MTA Online Subscriptions by level

Annual subscription packages allow you to unlock the savings in our extensive Online Learning Center which is home to a wide variety of recorded webinars designed with township officials in mind. One subscription gives everyone on your townships team (yes everyone!) access to all of the courses included in that package with no additional “per person” fees.

Essentials Package Includes	Plus Package Includes
<p><i>Accounting & Payroll (4-part series)</i> <i>Anatomy of a Township</i> <i>Building a Better Budget - Basic (4-part series)</i> <i>Building a Better Budget - Advanced (4-part series)</i> <i>Effectively Exercising Board Authority (2-part series)</i> <i>Elections Update (April 2023)</i> <i>Ethical Considerations</i> <i>Exploring Township Revenue Sources</i> <i>Fraud Prevention</i> <i>Making the Most of Your Meetings</i> <i>Meeting Misconceptions</i> <i>Nuances of the Right to Farm Act</i> <i>Providing a Safe Township Workplace</i> <i>Secrets to Great Board Meetings</i> <i>Spending Public Money</i> <i>Special Assessment Procedures</i> <i>Taxation Trouble Spots</i> <i>What the Board Needs to Know about Planning & Zoning</i> <i>Who Gets Paid What ... and How?</i></p>	<p><i>Accounting & Payroll (4-part series)</i> <i>Anatomy of a Township</i> <i>Building a Better Budget - Basic (4-part series)</i> <i>Building a Better Budget - Advanced (4-part series)</i> <i>Cemetery Management (3-part series)</i> <i>Effectively Exercising Board Authority (2-part series)</i> <i>Elections Update (April 2023)</i> <i>Emerging Issues in P&Z (5 segments – 2 NEW additions)</i></p> <ul style="list-style-type: none"> • <i>Hot Topics in Planning & Zoning</i> • <i>Preparing for Solar Energy</i> • <i>Mining Operations & Short-Term Rental</i> • <i>Intro. to Wind & Solar Energy</i> • <i>Utility-Scale Solar Energy</i> <p><i>Ethical Considerations</i> <i>Exploring Township Revenue Sources</i> <i>Fraud Prevention</i> <i>Governing an Accountable Fire Department</i> <i>Introduction to Planning & Zoning (4-part series)</i> <i>Plus a NEW 3-edition</i> <i>Making the Most of Your Meetings</i> <i>Meeting Misconceptions</i> <i>Nuances of the Right to Farm Act</i> <i>Ordinance (4 segments – 1 NEW addition)</i></p> <ul style="list-style-type: none"> • <i>Introduction to Township Ordinances</i> • <i>Ordinance Enforcement</i> • <i>Understanding/Enhancing Your Ordinances</i> • <i>Ins & Outs of Township Ordinances</i> <p><i>Roles & Functions of the ZBA (3-part series)</i> <i>Providing a Safe Township Workplace</i> <i>Secrets to Great Board Meetings</i> <i>Spending Public Money</i> <i>Special Assessment Procedures</i> <i>Taxation Trouble Spots</i> <i>What the Board Needs to Know about Planning & Zoning</i> <i>Who Gets Paid What ... and How?</i></p>

Continued →

Premium Pass Package continued

Roles & Functions of the ZBA (3-part series)

Sandbox Etiquette

Secrets to Great Board Meetings

Show Me the Money! Grant Writing Tips

Solar Energy Facilities

Spending Public Money

Special Assessment Procedures

Taxation Trouble Spots

Tools of Engagement: Township Websites & Social Media

Top Topics for Today's Topics

Top Township Legal Pitfalls

Township Public Safety Services: So Many Options!

Who Gets Paid What ... and How?

Urban Cooperation Strategies

What the Board Needs to Know about Assessing

What the Board Needs to Know about Corrective Action Plans

What Townships Need to Know about Grants

You Paid What for What? (RBR)

Township Governance Academy (TGA) Courses:

The entire curriculum is available online, however, a graduation requirement is to complete at least two of the 11 courses in person. Why? Graduates report that one of the most valuable parts of the program is the connection they develop with their peers in the classroom on their path to graduation—something that simply cannot be replicated online.

Boardsmanship Courses

Board Roles & Relations (B-101)

How Boards Make Decisions (B-102)

Creating a Vision for Your Township (B-103)

Utilizing Strategic Planning (B-104)

Making Meetings Work More Effectively (B-105)

Linking with the Community (B-106)

Foundation Courses

At Your Service: Meeting Township Needs (F-101)

Land Use: Defining Your Township's Future (F-102)

Township Finances (F-103)

Managing Your Township Team (F-104)

Fundamentals of Assessment & Taxation (F-105)

August brings:

- *A Leader Worth Following*
- *Beyond the Conflict: Building a Better Board with Consensus*
- *Keep Calm and Carry On*
- *Providing a Safe Township Workplace*
- *Road Relations: Stay in Your Lane*
- *The Pursuit of Great Township Governance*
- *The Township Board Has One Voice, How Does it Sound?*
- *What Your Township Needs to Do to Prepare for Solar Energy*
- *What Every Township Needs to Know about Investments*
- *Who Can Talk to the Township Attorney ... and When*

But wait, there's more! A new addition every month, here's a preview of what's to come in 2023:

- *August: Spending Public Money*
- *September: The Art of the Agenda*
- *October: Elections Update*
- *November: Financial Reporting*
- *December: Legislative Wrap-up*

Premium Pass Package Includes

In addition to the webinars shown below you'll get FREE access to our live (and recorded) monthly webinar series, **Now You Know** featuring a new topic every month AND our premier Township Governance Academy courses.

Join live OR watch recorded **Know You Know** webinars (OR do both!) Choose from 23 already available on-demand, with a new one added every month. Visit <https://learn.michigantownships.org/nyk> for descriptions of what's available now or [click here to register for upcoming webinars](#).

Additional titles available now:

American Rescue Plan Act: Who's Spending Money on What?

Accounting & Payroll (4-part series)

Anatomy of a Township

Board Authorities, Responsibilities and Roles

Bringing Broadband into Your Community

Broadband: The Middle-Mile and Your Township

Building a Better Budget (Advanced & Basic – each a 4-part series)

Cemetery Management (3-part series)

Effective Communication Strategies

Effectively Exercising Board Authority (2-part series)

Election Fundamentals (4 segments – 1 NEW addition)

- *Tips and Tricks*
- *Election Workers*
- *Elections Security*
- *Elections Update*

Emerging Issues in P&Z (5 segments – 2 NEW additions)

- *Hot Topics in Planning & Zoning*
- *Preparing for Solar Energy*
- *Mining Operations & Short-Term Rental*
- *Intro. to Wind & Solar Energy*
- *Utility-Scale Solar Energy*

Ethical Considerations

Exploring Township Revenue Sources

Financial Fundamentals and Insights

Fraud Prevention

Governing an Accountable Fire Department

Innovating Your Township: How-to Methods and Legal Information for Leaders

Introduction to Planning & Zoning (4-part series; plus a NEW 3-hour edition)

Making the Most of Your Meetings

Managing Expectations: A Positive, Pain-Free Audit

Meeting Misconceptions

Meeting Myths, Mysteries & Misconceptions

No One Left Inside

Nuances of the Right to Farm Act

Ordinance (4 segments – 1 NEW addition)

- *Introduction to Township Ordinances*
- *Ordinance Enforcement*
- *Understanding/Enhancing Your Ordinances*
- *Ins & Outs of Township Ordinances*

Policies Matter: Top 3 Policies Your Township Needs to Succeed

Payroll Questions? We've Got Answers!

Premium Package Continues →

NB 3)

~~MATE PERDIAJ~~



March 8, 2024

Pentwater Township Accomplishments regarding the Pentwater Area 2019-2024 Joint Recreation Plan – Evaluation of Progress

Submitted by: Lynne Cavazos, Township Supervisor

Section 7 – Action Plan

Township – Action Plan – Goal #1

There has been no progress made in converting the 11.32-acre vacant parcel located between the Dollar General and the Township Transfer Station into a sports venue. Although I understand that this project had been discussed prior to 2019, to my knowledge no grants have been applied for that would fund such a project and no individual or groups have stepped forward to secure funding for this project.

Village of Pentwater – Township – Pentwater Public Schools – Action Plan – Goal #1

Pentwater Township did provide support for the Pentwater Public School Mileage Proposals by giving Superintendent Dr. Scott Karapatian an opportunity to speak at two Township Board meetings and answer questions from the public.

The Township Board cannot provide financially support but we are able to provide a venue for information to be presented and discussed with the residents of Pentwater Village and Pentwater Township.

Township – Action Plan – Goal #2

The Township has been working with the Oceana County Road Commission (OCRC) to improve the Boat Launch at the 90-degree bend located in Pentwater Township. The Boat Launch is owned by the OCRC and therefore any projects would need to be approved by the OCRC.

The Township has worked jointly with OCRC to repair the cement portion of the Boat Launch and has also assisted with improvements made to the drainage of water coming from the paved parking area.

The Township is responsible for maintaining the Boat Dock at the 90 Degree Bend Launch and has made repairs over the past few years. The Township also pays Josh Adams Marine to put the Boat Dock in at the Launch in the spring of the year and remove it in the late fall for winter storage.

The Township also works with the Pentwater Lake Association to ensure that the Sea Tow Life Jacket Stand is securely in place at the Launch and has supported the placement of the PLA information booth and trash receptacle at the site.

NOTE: We can pursue adding a Kayak Launch and Storage area at the 90 Degree Bend if the OCRC would be in favor of such a project. Space is limited and would not be secure. The Township could pursue this project in 2023/24 or in a future Recreation Plan.

Village and Township – Action Plan – Goal #2

The Township has not been involved in any discussion about providing a safe access site within the Township to swim in Pentwater Lake. There are few options for a safe swimming access site within the Township.

The only options might be the 2 Road Ends that are owned by the Oceana County Road Commission. These 2 Road Ends – currently have neighbors on both sides that have without permission or permits added permanent sea walls that adjoin to private sea walls.

The Township would need to explore if these 2 sites could be safe swimming access sites. Parking would definitely be an issue to consider. It is not clear what the lake bottom is like in these locations.

It would not be safe to swim at the 90-degree Bend Boat Launch or off the Fishing Decks on Longbridge. There is boat traffic in the area and it may not be a suitable place with fishing occurring off the Fishing Decks.

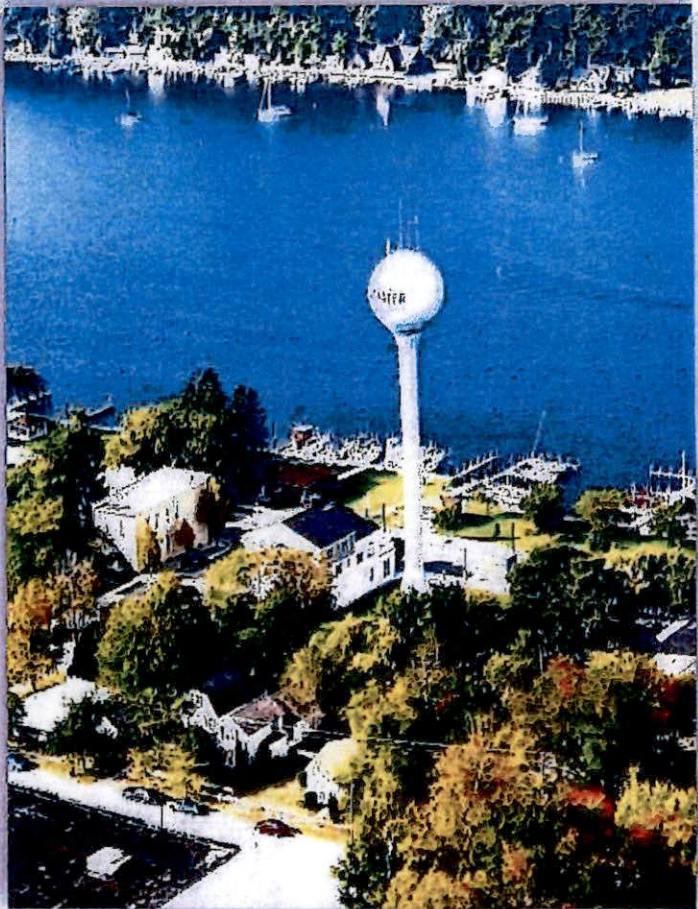
The Township does maintain the Fishing Decks on Longbridge – although at the present time they have been “roped off” by the OCRC because of safety concerns with the support system under the bridge.

It is possible to explore if public lakeside fishing could occur at the 2 Road Ends that belong to the OCRC.

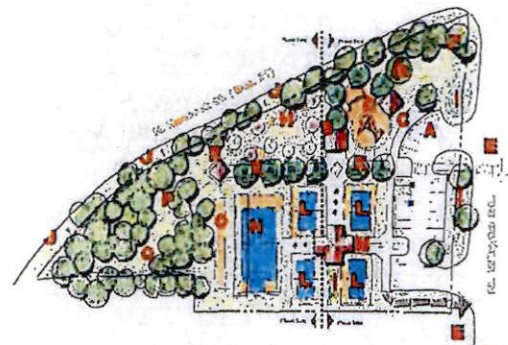
Village and Township – Action Plan – Goal #3

The Township is supporting the Pentwater – Hart Trail system by contributing financially to the construction of the Trail. The Township has designated \$44,730 for construction which represents a portion of the trail in Pentwater Township.

The Township has also assisted Claudia Ressel-Hodan and John Wilson in securing a location on Wayne Road for the Pentwater Hart Trail Head. Lynne Cavazos and Dean Holub contacted and met with the DNR to help find a suitable location for the Trail Head that would be safe and accessible to trail users. The Township also worked with the OCRC to be sure that the location met the safe driving distances needed to entrance and exit from the Trail Head.



**Village of Pentwater
Pentwater Township
Pentwater Public Schools
Oceana County, Michigan**



Preliminary Master Plan - Pentwater Community Park

Village of Pentwater
FLEISSMANDESHOFER

Pentwater Area 2019-2024 Joint Recreation Plan



**Village Adopted: January 14, 2019
Township Adopted: January 9, 2019
School Adopted: January 21, 2019
MDNR Approved:**

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**Village of Pentwater
Pentwater Township
Pentwater Public Schools**

Village Council, Township Board, School Board, Parks and Rec Board

Village Council

Jeff Hodges – Village President
Dan Nugent
Jared Griffis
Don Palmer

Michelle Angell-Powell
Pamela Burdick
Claudia Ressel-Hodan

Village Manager

Chris Brown

Village Clerk/Treasurer

Rande Listerman

Planning & Zoning

Keith Edwards

Township Board

Dave Spitler – Supervisor
Sue Ann Johnson – Clerk
Janice Siska – Treasurer

Mike Flynn
Pat Ruggles

School Board

Linda Vangills – President
Larry Doran
Patricia Collins

Ken McClane
Paul Wagner

Bonnie VanDerZanden
Jennifer Adams

Parks and Rec Board

Katie Anderson – Chair
Michelle Angell-Powell
Bill Bainton

Larry Brown
Rebecca Nicholson
Pat Ruggles

“It is not more bigness that should be our goal. We must attempt, rather, to bring people back to... the warmth of community, to the warmth of individual effort and responsibility... and of individuals working together as a community, to better their lives, and their children’s lives.” – Robert F. Kennedy

“The greatness of a community is most accurately measured by the compassionate actions of its members.” – Coretta Scott King

Introduction and Planning Process

The following document is the Village of Pentwater, Pentwater Township, and Pentwater Public School's 5-year collaborative recreation plan. This area recreation plan serves as a foundation to identify the current needs and desires of the community, the advancement of recreational opportunities, and the desired actions and development efforts of the area residents and visitors for the next five years.

Section 1 – Community Description: This section provides information on the demographics of Pentwater, the geographic location, adjacent communities, land use and how they correlate to the goals of the community.

Section 2 – Administrative Structure: This section provides information on the administration of the Village, the Township, Pentwater Schools and the Recreational Program within Pentwater.

Section 3 – Recreation Facilities and Inventory: This section describes Pentwater's current recreational facilities and area parks. Allowing each to be evaluated for potential improvement and accessibility. This section also includes an inventory of events that the collaborative group is a part of as well as existing recreational programs.

Section 4 – Public Input Process: Provides information on how public input was collected and used in advancing the goals and objectives of the community.

Section 5 – Goals and Objectives: Working with the information that was gathered during the public input process, we were able to develop a set of recreational goals and objectives. Each goal and objective are broken down to describe the desires and actions necessary to complete our community's visions.

Section 6 – Action Plan: This section provides details on recreational improvements, proposed schedules, methods of funding and the correlation to the Goals and Objectives.

The new five-year recreation plan is required to replace the current expiring plan is a requirement to be eligible to apply for recreation grants from the Michigan Department of Natural Resources.

The 2019-2024 Pentwater Area Recreation Plan continues to building on the previously developed five-year plan and will serve the following purposes:

- Clearly defines goals and objectives for continuous improvement to recreational activities, parks and other recreational facilities.
- Assures that the Pentwater area continues to both provide and update public activities, facilities, and parks for residents and visitors of all ages to enjoy.

- Officially acknowledge an agreement between the Village and the Township of a shared ongoing maintenance program of the parks and recreational facilities.
- Provide an assessment of current and projected recreational needs.
- Establish an action plan for the enhancement and development of parks and recreation facilities.

The Plan has been established with a five-year focal period, with an envision of the document being evaluated on an annual basis to ensure the needs and desires of the local residents and visitors are met.

Section 1 – Community Description

The Village of Pentwater and Pentwater Township are located on the eastern shores of beautiful Lake Michigan in the west central part of the State in Oceana County. Pentwater is 15 miles south of the city of Ludington, 40 miles north of the city of Muskegon and five miles northwest of the city of Hart. The Township canvases approximately 14.2 square miles, with 13.4 of those square miles being land coverage and the other 0.8 being water. The Village covers 1.62 square miles of that area, 1.28 square miles of land and .34 square miles of water.

Pentwater is traversed by the Us 31 expressway, which connects the area to Michigan's interstate highway system at I-96 at Muskegon and I-94 at Benton Harbor. Both the Detroit and Chicago markets are a four-hour drive away and play a considerable role in the tourism trade. Old US-31, also known as Oceana Drive is a distinct traveling route towards Pentwater located on the eastern edge of the town. U.S. Bicycle Route 35 is a 500-mile route that runs through the entire state of Michigan, with a direct route going through Pentwater. It is a highly used bike route during the good weather months.

Pentwater Lake, the North and South branches of the Pentwater River, and Lake Michigan are natural resources which are cherished by area residents and visitors. These resources as well as recreation opportunities such as Charles Mears State Park, the Pentwater River State Game Area, and the Pere Marquette State Forest draw thousands of visitors, boaters, fishermen and hunters to the area annually.

Pentwater Lake is the only port access to Lake Michigan in Oceana County and is serviced by two public boat launches. Pentwater Lake is the only access between Ludington, 15 miles to the north, and White Lake, 35 miles to the south. The channel piers connecting Pentwater Lake to Lake Michigan were completely reconstructed by the Army Corps of Engineers in 1999 and 2000. The Army Corp of Engineers formerly had the responsibility of dredging the channel and mouth waters to ensure safe ingress and egress to and from Pentwater Lake. Currently, individual communities have the responsibility of dredging their own channels and Pentwater is no exception. Pentwater Lake serves as a home lake port for boaters throughout the Midwest, as well as a destination stop-over port for boaters traveling Lake Michigan. To support the boating and fishing activity the Pentwater Lake port has a public Marina run by the Village and two full service marinas, Charlie's Marina and Snug Harbor. Sportfishing, recreational boating and sailing are very significant activities in Pentwater. Several area charter fishing boats run out of the harbor. The Pentwater Public Marina has a state-of-the-art fish cleaning station to accommodate the charters and fishermen.

The area has a considerable number of seasonal homes and experiences a dramatic rise in its population during the summer months. Seasonal trade and the area's recreational features play an essential role in the Pentwater economy. A large number of new home owners, visitors and passing tourists are attracted to the area by its ideal proximity to Pentwater Lake and Lake Michigan as well as its scenic, recreational, and tourist

amenities. A wide variety of retail, professional and service businesses provide the needs of year-round and seasonal residents along with the visitors passing through.

The area's motels and bed and breakfasts offer overnight and weekly longing in addition to the many privately-owned cottages along the Lake Michigan shoreline and Pentwater Lake. Charles Mears State Park offers 175 campsites for seasonal use with an additional 165 campsites provided by the local private campgrounds.

Demographics

A community with a sizeable population with a wide range of age groups would require facilities and programs to meet those needs, in addition to meeting the recreation needs of all generations. The 2010 Census indicates that the population of the Village of Pentwater is 857; the average age is 63. Pentwater Township, which also includes the Village, has a population of 1,515 for 2010 and will be the information used for demographic purposes.

Age Demographics for Pentwater Township (including the Village)	Number of Persons	Percent of Population
Under 5	35	2.3
5 to 9	43	2.8
10 to 14	54	3.6
15 to 19	60	4
20 to 24	42	2.8
25 to 29	47	3.1
30 to 34	38	2.5
35 to 39	40	2.6
40 to 44	57	3.8
45 to 49	80	5.3
50 to 54	113	7.5
55 to 59	153	10.1
60 to 64	210	13.9
65 to 69	200	13.2
70 to 74	121	8
75 to 79	76	5
80 to 84	86	5.7
85 and over	60	4.9

The above table and all other demographic information included in this plan is from the U.S. 2010 Census Bureau. The numbers indicate that the predominant age groups in Pentwater Township are over the age of 55; and those ages are combined total almost 61% of the population. School age children per the table, when combined, account for approximately 10 percent of the population. Currently the population of registered students in Pentwater School is 260.

Population

Pentwater Township is a mostly Caucasian/white (96.7%) community with the next largest racial group being of Hispanic or Latino origin (2.12%). African American, Native American, Asian and all other races are the remaining 1.18%.

There are a total of 1836 total housing units in Pentwater; 771 (42%) are occupied, 1065 (58%) are vacant. Out of the vacant housing units, 947 (88.9%) of those are seasonal rentals; almost 51.6% of the total housing in Pentwater is for seasonal use.

Section 2 – Administrative Structure

The Village of Pentwater, Pentwater Township, and Pentwater Public Schools all share a role in the advancement and management of the community parks, recreational facilities and various recreational activities. A Pentwater Recreation Board was established pursuant to Public Act 156 of 1917. The committee's primary function as a body is to coordinate the recreation programs and to oversee the development of the joint 5-Year Recreation Plan. The Village, Township, and the Pentwater School District each have representation on the committee. Funding for the area recreational activities, parks, and facilities will be provided from various sources, such as the following:

- Individual donations of funds, time and services
- Each of the entity's operating budgets
- Local service organizations
- Community foundations
- State grants

Each governing body has the maintenance responsibility for parks and recreational facilities within its jurisdiction. The operating budgets and/or employees of each governing body are used for the maintenance of their respective parks and recreational facilities. The Village hires a part-time Rec Program Director to oversee the area youth recreational activities. Many of these activities utilize the school facilities and are coordinated with the other recreational programs in the county and neighboring county. The Village, Township and School have demonstrated an exceptional collaborative relationship.

The Pentwater area enjoys a significant amount of volunteer involvement in the parks and recreation program, as well as in the maintenance of the parks and recreational facilities and consists of the following:

- The Garden Club assists with park landscaping and flower beds
- Student and Parent Volunteers assist with recreational contests
- Pentwater Junior Women's Club members provide time, effort and donations for various projects
- Artisan Center members provide time, effort and material for various projects
- Individual donations are made towards tables, benches and trees
- Individual donations are made for matching funds needed by grant projects
- Pentwater Service Club members provide their time and efforts for various projects
- Pentwater Lake Association provides donations, time and effort towards various projects
- The Boy Scouts lend their efforts to build kayak racks for the Boat Launch and Marina

Section 2.1 Village of Pentwater Administrative Structure:

- The Village of Pentwater is governed by an elected Village Council, consisting of a president and six trustees. The Village Council meets regularly to make decisions regarding the Village's expenditures and capital improvements. The Council is divided into six different committees that convene throughout the year and share their findings and decisions during regular council meetings. The Committees consist of:
 - **Buildings & Grounds:** Marina and Parks
 - **Finance:** Budget, Outside Contracts and Planning
 - **Ordinances:** Permits and Licenses
 - **Personnel:** Contracts, Policy and Insurance
 - **Planning:** Economic Development Coordination
 - **Services:** Streets, Sidewalks, Water, Sewer, Fire and Sanitation
- The Village Manager is responsible for the overall operation of the Village, management of all Village parks and recreational facilities as well as the oversight of the Village employees.
- The Village Department of Public Works takes on all the day to day operations of the Village Parks, recreational facilities, water and sewer systems, as well as summer and winter maintenance of the local and major roads.
- The Village Planning Commission is an advisory board appointed by and reports to the Village Council. The Commission is responsible for the preparation and recommendations of a Master Plan of land use, public advancements, future development and growth of the Village.

Section 2.2 Pentwater Township Administrative Structure:

- Pentwater Township is a General Law township that is governed by an elected Board of Trustees that consists of a Supervisor, Clerk, Treasurer and two trustees. The Board meets monthly to oversee Township operations and future planning.
- The Township Planning Commission is an advisory body appointed by the Township Supervisor and approved by the Board. The Commission reports to the Board Trustees and is responsible for executing portions of the zoning ordinance as well as planning the physical development of the community.

Section 2.3 Pentwater Public Schools Administrative Structure

- The Pentwater Public School District is operated by an elected School Board. The School Board appoints a Superintendent who is responsible for the school administration, day-to-day operations, school activities and the facilities. The school's Athletic Director coordinates and administers the athletic programs. The School's buildings, grounds and recreational facilities are maintained by the school's maintenance department. The Pentwater Athletic Boosters collaborate to raise funds for athletic programs, and provides volunteer support for school events.

- **Village of Pentwater's Administrative Structure Chart – Appendix A**
- **Pentwater Township's Administrative Structure Chart – Appendix A**
- **Pentwater School's Administrative Structure Chart – Appendix A**

- **Village of Pentwater's Operating Budget – Appendix B**
- **Pentwater Township's Operating Budget – Appendix B**
- **Pentwater School's Operating Budget – Appendix B**

- **Village of Pentwater's Adopted Resolution – Appendix E**
- **Pentwater Township's Adopted Resolution – Appendix E**
- **Pentwater School's Adopted Resolution – Appendix E**

Section 3 – Recreation Inventory

A recreational inventory of the existing area parks and recreation facilities was performed by making on site visits. An inventory of amenities of each facility and park was identified and notations made if improvements were needed. An Assessment of Accessibility for Universal Access was conducted for each facility and park. The identification accessibility ranking system is as followed:

1. None of the facility/park areas meet accessibility guidelines
2. Some of the facility/park areas meet accessibility guidelines
3. Most of the facility/park areas meet accessibility guidelines
4. The entire park meets accessibility guidelines
5. The entire park was developed/renovated using the principals of universal design

The inventory of private recreational facilities was conducted using the services of the Pentwater Area Chamber of Commerce, brochures and interviews. The Parks and Rec Board conducted the ADA Assessments through the use of the previous 5-Year Recreation Plan, the 2010 ADA Standards for Accessible Design and the use of the Accessibility Assessment Checklist.

The Pentwater area parks and recreational facilities provide the public with a variety of recreational opportunities and meet a wide range of community needs. The Pentwater area's current parks and recreation facilities achieve the following:

- Enhance the over quality of life for local residents and visitors
- Provide public places for citizens to play, exercise, socialize and to enjoy the natural beauty of the area
- Preserve and enhance public access to lakes, rivers, shorelines and other natural areas
- Contribute to the tourism-oriented component of the area's economy
- Provide to the physical and mental well-being of its citizens

State of Michigan Recreation Facilities

3.1 Charles Mears State Park

Established in 1923, Charles Mears State Park is a 50-acre regional park facility situated on the shores of Lake Michigan in the Village of Pentwater. The park includes 175 camping sites with electric and water available, RV pump-out, a hiking trail, bath and restroom facilities and a public 200-



space beach parking lot. The beach parking gains access to 1700 feet of sandy beach, bathhouse, playground, fishing pier, picnic area and a beach concession building. Many residents and visitors spend the day walking the piers, enjoying the sun, swimming and playing beach volleyball. The Great Lakes Fisheries Trust Fund provides a handicap accessible connecting walkway from the beach area to the North Pier. The Park is a very popular vacation destination for many campers as well as the daily visitors who frequently fill the area to capacity during the active summer season. The Park is also host to weekly nature programs that start in the spring and continue throughout the summer.

(ADA Assessment: 3)

3.2 Pentwater Pathways Cross-Country Ski and Hiking Trail

A 300-plus acre cross-county ski trail is a nature sanctuary located in the Pentwater River State Game Area is home to a vast group of outdoor adventure seekers. The great location view throughout the trails keeps the cross-country skiers, hikers and trail runners coming back year after year. The trails are for foot-traffic only, bicycles and motorized vehicles are not allowed in this area.

(ADA Assessment: 1)

Village of Pentwater Recreation Facilities

3.3 Pentwater Municipal Marina



The Marina is a 2.5-acre, 44 slip public marina located off of Hancock Street in downtown Pentwater (Map in Appendix C), accommodating boats up to 45 feet in length. The Marina is divided into 17 seasonal slips, 22 transient slips and five charter boat slips, with 30-amp electric, water and pump-out facilities. The public facilities include a covered picnic gazebo, tables, restrooms, showers and a 20-space parking lot. The area leading up to and surrounding the Marina is fully

paved allowing for greater access to the Marina facilities, the Fish Cleaning Station and to the docks. The restrooms and showers are also handicap accessible. The Marina has kayak and canoe storage racks that are available to rent. The Marina is home to many fishing events throughout the year, these events are coordinated and run by the Pentwater Sportfishing Association. Marketing for these events are done through the PSA with the information also being broadcast through the Village website and Village digital sign. There is also a separate



Marina page on the Village website to keep residents and visitors informed of any upcoming events, rates and contact information. The Village Marina was last dredged in 2013, approximately 4,500 cubic yards of sand was removed with a target depth of 11 feet, it was the first time in 30 years. In 2015, the Marina received a Grant-In-Aid Waterways Projects Grant for Marina Electrical Upgrade Preliminary Engineering and in 2016 another Grant-In-Aid Waterways Projects Grant for Marina Seawall Repair. The seawall repair was completed in the summer of 2016. In 2018, Marina dock repairs were made. Annual maintenance of the Marina includes fixing boards on the docks, changing out electrical outlets, clearing out the kayak ramp of debris, upkeep of the Fish Cleaning Station and groundskeeping. Year after year the Marina runs at a high occupancy rate, because of this, our future site development plans includes the need for an expansion of the sizing of the Marina; upgrades would include additional boat slips, 50-amp electrical hook-up, dock renovations and an expansion of the Marina building. Preliminary infrastructure upgrade plans and design on the Marina have begun with plan completion within four years. Additional dock space is needed to accommodate the high demand of visitors making their way into Pentwater through the waterways, and the electrical upgrades are needed for larger and newer boats to be able to dock with sufficient power hookup. The aged wood currently on the dock has deteriorated, causing the surface to become slippery when wet, new non-slip decking on the dock would improve safety and the quality of the Marina. New dock spaces would also be added to implement an ADA kayak launch area and provide easier movement for wheelchair and handicap accessibility to the water. The Marina building needs additional square footage to relocate the office for more accessibility and better communication. The restrooms are to be renovated to increase the square footage and improves accessibility for users with disabilities. A recreational area would also be added to the Marina, including additional seating and eating areas, enhancing the overall appeal of the Marina.

(Public Recreational Harbor)

(ADA Assessment Marina: 2)

(ADA Assessment Marina Electric: 1)

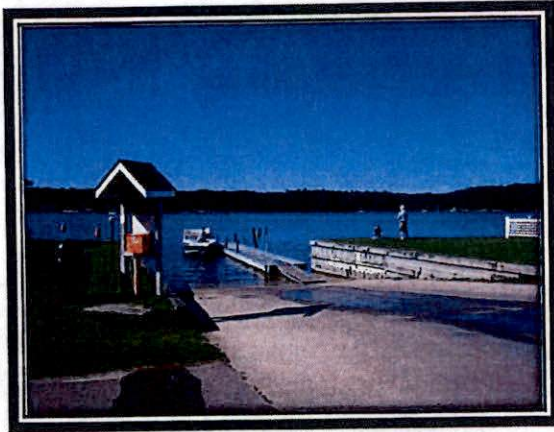
3.4 Fish Cleaning Station

The Fish Cleaning Station is a safe, sanitary and environmentally friendly procedure for the disposal of fish waste used by many local and visiting sport fishermen. This multi-position fish cleaning station was established in 2000 through a DNR Grant and local funding. The Fish Cleaning Station gets pumped out about once a month during the summer with additional cleanouts during the heavy fishing season. A new grinder was put in during the 2018 fishing season.

(ADA Assessment: 2)



3.5 Village Boat Launch Ramp



The Boat Launch Ramp is the only public boat ramp in the Village covering approximately 1.5 acres. The Ramp area includes a single boat ramp with adjoining finger pier, a parking area, restrooms and a covered pavilion for lakeside viewing. The launch has daily pass rate, residential yearly pass and nonresident yearly pass. In addition, the launch area has a rented rack for kayaks and dinghies, deck and dock space for the Junior Sailing Program, as well as beach area for daily launching and removing the

Junior Sailboats. The launch is very popular during the boating season with the area filled to capacity most days. In 2002, a DNR grant was obtained to dredge the ramp area and repair the boat launch. Local funds were used as a grant funding match. Additional upgrades are needed at the Launch, including an increase parking area, expanding from a single boat launch to a double and making the entire site more handicapped accessible that meets the universal design standards.

(Boating Access Site)

(Improved Water Access Location, with needed upgrades)

(ADA Assessment: 1)



3.6 Village Green

The 1.5-acre section of land is a community park located in the center of the Village business district and is a welcoming area to the residents and visitors. The Village Green is home to a beautiful sitting area that includes a barrier free gazebo, tables, benches, and a large open green area surrounded by trees and shrubs with an underground sprinkler system and lighting. The Pentwater Service Club repaired and painted the band shell in 2011 and 2012. The Pentwater Junior Women's Club provided volunteers to plant flowers and assist with landscaping. It is used for numerous activities throughout the year, such as



spring and fall craft shows, seasonal and holiday festivals, band concerts and farmers markets as well as art shows and weddings. In 2007, using DDA and local funding, a new handicap accessible bathroom was installed in the Hancock Building, adjacent to

the Village Green. The newest addition to the Village Green is the PTW Walkup Website Sign. The sign is used to display weekly events that are happening throughout Pentwater.

(ADA Assessment: 3)

3.7 Pentwater Friendship Center



The Pentwater Friendship Center is a special use, handicap accessible community center sitting on three-tenths of an acre near the Fire Station and Township Library. The Center's use is split between senior activities, community programs and social activities. Some of these activities include euchre, exercising and dance lessons, public meetings, and anniversary and holiday parties. The Center is also available for rent for private parties, programs and other special interests. To help make these events possible the facility provides a service

kitchen, a meeting room and a television, as well as tables, chairs, and an open floor plan to accommodate for large groups. There is also a playground adjacent to the Friendship Center that provides an outdoor sitting and playing area. The Friendship Center is funded through donations, rentals and a Village millage.

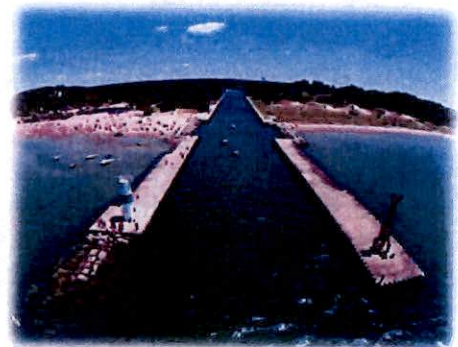
(ADA Assessment Friendship Center: 4)

(ADA Assessment Playground: 1)

3.8 Pentwater Lake/Lake Michigan Channel

The Pentwater Lake/Lake Michigan Channel provides boating access between the two lakes and was recognized as an official historic location in 2002. There is more than 4,000 feet of maintained piers and revetments with the North and South Piers being reconstructed in 1999 and 1996. There are barrier freed pedestrian walkways that extend the full length of both the North and South Piers, with access provided from three parks and a sidewalk connected to the State Park. The walkways are frequently used for fishing, walking and enjoying the boat traffic by residents and visitors. The harbor was dredged in 2010, with the community performing a limited dredging in 2012. Pentwater received funding in the FY18 Work Plan and a project depth dredging will be carried out in 2019.

(ADA Assessment: 4)



3.9 Channel Lane Park



This one-acre community park is located adjacent to the North Pier walkway and provides a handicap accessible facility with a 20-space parking lot, restrooms, bike racks and a picnic area. Included in the picnic area are benches, tables, grills and two picnic pavilions, one which is available to rent to the public. (ADA Assessment: 5)

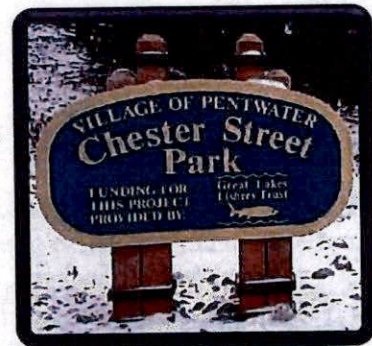


3.10 Bridge Street Park

The Bridge Street Park is a mini-park located at the eastern end of the North Pier walkway. This one-tenth of an acre park provides four parking spaces, benches and handicap accessibility to the Pier. (ADA Assessment: 5)

3.11 Chester Street Park

This one-fifth of an acre mini-park is located at the eastern end of the South Pier walkway. The park provides 20 parking spaces, restrooms, a bike rack, and also has handicap accessibility. (ADA Assessment: 5)



3.12 Village Third Street Park (Shopper's Dock)

This one-tenth of an acre landscaped mini-park on Pentwater Lake provides temporary seawall docking with tie-up spaces for small boats. The park also includes a picnic table, benches and is used throughout the summer by many residents and visitors as a lake viewing area. This park is located on Village property, it is funded by local donations and is maintained by the Village. Future plans include adding a more handicap accessibility, additional benches and picnic tables and short-term boat tie-up space. (Unimproved Boating Access Site) (ADA Assessment: 1)

3.13 Village Fourth Street Park (Dinghy Dock)



The Village Fourth Street Park on Pentwater Lake is a temporary tie-up dock for dinghies and is located on one-tenth of an acre on the western edge of Fourth Street. The park includes a fishing area with wheelchair accessibility. (ADA Assessment: 4)

3.14 Village Tennis Court

The Village Tennis Court facility is a community park that covers just over an acre of land with a picnic area, basketball court, two tennis courts and an unpaved parking lot. A complete park renovation is in the works, the Village applied for and a matching fund grant from the MDNR. Upgrades looking to be done include a paved parking area, pavilions, a restroom building and 200-amp electrical service. The park would also include new tennis and basketball courts, as well as pickleball courts and an area for bocce ball. Additional upgrades would be exercise and play equipment, dog parks, and a picnic area. Universal design standards would be used to make the park more handicap accessible.

(ADA Assessment: 1)

3.15 The Village Ice Skating Rink and Horseshoe Pit

The Village Ice Skating Rink is on two-tenths of an acre located adjacent to the Township Library. The rink is approximately 51 feet by 134 feet in size and was used throughout the winter by skating and hockey enthusiasts, and is maintained by volunteers. The rink has been underutilized as of recent years and is in need of upgrading. There are nine recreational horseshoe pits located adjacent to the Pentwater Fire Building.

(ADA Assessment: 1)



Pentwater Township Recreation Facilities

3.16 Pentwater Township Library



The Pentwater Township Library is located at 402 E. Park Street just west of the Village business district. The library provides many activities throughout the year for the youth and the adults in the community. The Library went through some renovations to update and refresh the building with the work beginning in March 2017 and completed in June of that same year. The Library was completely gutted and reconfigured to allow for a more open and modern floor plan. In addition, new tables and chairs were added, new shelving, a redesigned children's area, more comfortable seating and a remodeled bathroom with a changing table. (ADA Assessment: 4)

3.17 Pentwater Township Boat Launch Ramp

The Pentwater Township Boat Launch Ramp is an unimproved ramped located on three-tenths of an acre on Pentwater Lake. The Ramp provides access to Pentwater Lake, Lake Michigan and both branches of the Pentwater River. Parking space is limited and there are no restroom facilities. The Launch Ramp is maintained by the Township and volunteers.

(Unimproved Boating Access Site)
(ADA Assessment: 1)

3.18 Longbridge Road Bridge Boardwalk

The Longbridge Road Bridge Boardwalk covers one-tenth of an acre and provides a variety of amenities. This includes road shoulder parking, barrier free boardwalks, and a fishing area. The Bridge is also known for the beautiful views of Pentwater Lake, the Pentwater River and the migrating aquatic birds.

(ADA Assessment: 2)



Pentwater Public Schools Recreation Facilities

3.19 Pentwater School Building

The Pentwater School Building sits on two acres of property, and is home to preschool through 12th grade students. The School also houses two gymnasium that are used for multiple school events, including assemblies, sports, dances and award ceremonies. The School also has a fitness room with workout equipment used by the students and is also available to the members of the community with a paid membership.
(ADA Assessment: 3)

3.20 Pentwater School Adjoining Property



The Pentwater School's adjoining parcel is approximately four and half acres with many accommodations for the students and local community members. This includes a large playground with a play structure and equipment, a soccer field, a 400-meter track, which is in dire need of improvement, a basketball area and baseball and softball diamonds. Both diamonds are equipped with dugouts, bleachers, backstops, and perimeter fences. The Pentwater Girls Softball team held a can drive in the spring of 2018 to raise funds for an equipment shed.

3.21 Pentwater School Forest

The Pentwater School Forest covers a 60-acre parcel in Pentwater Township and is used by many as a hiking and nature trail.
(ADA Assessment: 1)

DNR Recreation Grant Inventory

Grant Number	Park Name	Acquisition or Development Grant	Current Usage
26-01295: Land and Water Grant Project - 1984	Pentwater Launching Ramp	\$20,266.00 for the acquisition of a one-acre parcel for out recreation	It is currently used to launch boats
CMOO-005: Clean Michigan Initiative Recreation Bond Grant Project - 2000	Public Marina Fish Cleaning Station	\$44,070 for the development of the Public Marina Fish Cleaning Station	It is currently used for fish cleaning by tourist and local citizens. A new grinder was installed in 2018. It is in good condition

3.22 Area Recreation Programs and Activities

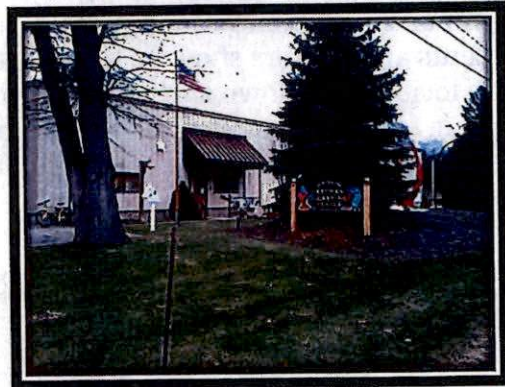
The following is a list of the various seasonal recreational and social events established by the Village, Township, School and public and private clubs and organizations.

Pentwater Rec Program

The Pentwater Rec Program is administered by a part-time Rec Director who is hired by the Village. The program offers an array of recreational/sporting activities for youth such as soccer, baseball, softball and basketball. The program works closely with other local programs to also make golf, tennis, volleyball, football and junior sailing available to the area children. Many of these activities are held at the school and other local venues. Funding and facilities are provided by the Village, Township, Pentwater School, local businesses, families of the participants and local community members. The need for adult programs is currently being studied.

Pentwater Artisan Learning Center

The Artisan Center is a non-profit organization situated on Pentwater School property on the east side of the school. The Center makes available equipment and supplies for artisans to share their knowledge in a variety of different fields. This includes woodworking, cabinetry, welding, stained glass, pottery, knitting, jewelry making, weaving, painting, and a multitude of other crafts. There are approximately 250 official members, memberships are \$120 a year and the Center's hours are Tuesday through Saturday from 8:30am to 4:30pm.



Pentwater Sportfishing Association

The Pentwater Sportfishing Association is a 200-member association established in 1983, whose purpose is to provide a forum for its members to express their thoughts on the sportfishing in Pentwater and Lake Michigan. The PSA holds multiple fishing events throughout the year with one of the largest events being the Memorial Day Fishing Derby. The tournament is a two-day event held on Memorial Weekend with as many as 200 boats participating. Other events include the Ladies Classic Derby, Youth Mini Derby, Bannick's Lines Down Derby and Boating Safety Classes.

Pentwater Junior Sailing Program



The Pentwater Junior Sailing Program is a non-profit instructional sailing program founded by Gene and Barb Davidson with the dream of providing the opportunity for the youth in the area to learn to sail. The program has approximately 125-150 children participate in week long programs each season, with the lessons being held at the Village Boat Launch off of Lake Street. Area residents provide their time, effort and funding to support this program.

Pentwater Homecoming Festival

The Pentwater Homecoming Festival is an annual week-long event held in August. The Festival includes multiple activities including band concerts, waterfront games, sand sculpture contests, sailboat racing and recreational activities. These week-long activities all lead up to the Homecoming Parade and Fireworks held on Saturday. Thousands of residents and visitors show up to enjoy the festivities of the week, spending time at the many local parks, down at the beach and at the local restaurants and merchants. Funding for the Homecoming Event is provided by area residents, local businesses and the Pentwater Chamber of Commerce, this also includes their time and effort to making the week a success.

Fall Festival, Oktoberfest, Movies on the Green, Music Fest and Art Shows

The Fall Festival, Oktoberfest, Art Shows and Music Fest or “Sol fest” are all annual events that take place at the Village Green and surrounding venues throughout the year. The Movies on the Green are held on Saturdays throughout the summer with the movies being sponsored by various local businesses. These events bring thousands of visitors to the Pentwater vicinity.



South Garden Entrance

The South Garden Entrance is a warm welcome as you enter into the Village of Pentwater from Monroe Road. The project broke ground in the spring of 2018 and was made possible by donations from the Junior Women’s Club, the Artisan Center and many members of the community. The garden includes a small gazebo, an entrance sign and staggered event signs.

North Garden Entrance

The North Garden Entrance is the newest welcoming entrance in the Village of Pentwater on the North end of town off of Business 31 and was completed in the fall of 2018. Like the South Garden, it has a gazebo, an entrance sign and staggered event signs. The North Garden was made possible through a generous donation from the LaBarge/Beeber Family and many local volunteers.

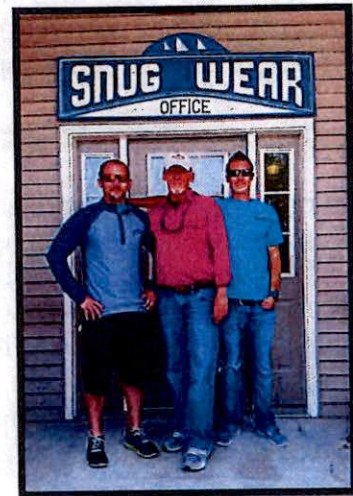
Pentwater Bike Share Program

The Pentwater Bike Share Program is an established program that runs from May through October each year and provides bikes free of charge for day usage. Residents and visitors are welcome to use the bikes that are located throughout the downtown area. Bikes are released approximately 500 times during the season. The program is looking to expand and eventually expand to an automated lock system.

3.23 Private Recreational Facilities

Snug Harbor Marina

Snug Harbor Marina is located on the south end of Hancock Street and provides many amenities to the local and visiting boaters. Snug Harbor has transient and seasonal dockage, traveling boat launch and take out service, fuel, and pump out facilities. They have 30,000 square feet of indoor storage, with 12,000 square feet being heated. They also have showers and restrooms, laundry, ship's store and provides boat repair and sales and services. Snug Harbor as a combination of both 30amp and 50amp electrical throughout the marina. (Private Recreational Harbor)



Charlie's Marina

Charlie's Marina is located on Sixth Street as you are entering town and provides many boating niceties such as seasonal and transient dockage, pump out facilities, gasoline, boat launch ramp and seasonal boat storage. Charlie's also provides restrooms, showers, laundry and boat repair as well as sales and services. The Marina also has heated and non-heated facilities for winter storage. (Private Recreational Harbor)

Pentwater Yacht Club

The Pentwater Yacht Club is a 600-member private club located on South Dover Street, with a 20-boat marina and provides limited docking privileges to members of other yacht clubs. The Yacht Club is host to many annual events throughout the year including "Back from the Mac", the Wooden Boat Show and the Pentwater Lake and Lake

Michigan Offshore Sailboat Racing. The Yacht Club also hosts activities such as game night, bridge club, soling races, Thursday night dinners, and live music.

Pentwater Tennis Club

The Pentwater Tennis Club is a private club located on North Business 31 and was established in 1973. There are six established courts and a club house on the premises. The club is open to its members and guest with round robin and tournament play, men's and women's doubles and mixed doubles, as well as single play. They also host junior clinics, adult tennis lessons and pickleball.

Hill and Hollow Campground & AJ's Adventureland of Pentwater

A 200-plus family owned and operated campsite facility located on North Business 31 just north of the Village. Among the campsites there are two heated swimming pools, basketball and volleyball courts, a play area, badminton and shuffleboard courts and a café and snack bar. They also have a camp store located on the premises and adjacent to the campground is AJ's Adventureland which is host to a go-cart track, mini golf course, arcade room and ice cream shop.

Pentwater Schooner Program

A group in town is working to establish a schooner program independent of the Village, Township and School, and separate from the existing Junior Sailing Program. They are establishing this as a non-profit 501-c3 organization. The Program already has their Articles of Incorporation, Bylaws, EIN, a strong Board of Directors, and a specific Schooner to purchase. Their primary purpose is to develop and manage a traditional sailing school that will focus on veterans with PTSD and at-risk youth. They are also considering offering charter sailboat rides to the public for a fee. They hope to find public docking space in the Village or at one of the local marinas.

Section 4 – Resource Inventory

Natural Features – See map in Appendix C

The character of the community and much of the area economy is directly related to the area's natural features. Residents of the community have identified Pentwater's natural resources as a primary factor in their decision to move to or live in the Pentwater area. Decisions to relocate to the area were based on factors such as natural and environmental quality, natural features, rural surroundings, good air and water quality, quality lakes and beaches, as well as the proximity to Pentwater Lake, Lake Michigan and its adjoining rivers. There is a very strong desire among local residents to protect and enhance these natural features. This is evidenced by the establishment of the Pentwater Lake Improvement Board, which oversees the lake water quality, and the involvement of many local residents in providing and obtaining the resources to enhance area parks and recreational facilities. The area's natural features and land use, especially as it relates to recreational activities, has a direct impact on the quality of life for all residents and visitors.

Environmental Features – See map in Appendix C

The Pentwater area is noted for its proximity to Lake Michigan, beaches, sand dunes, woodland areas and numerous other natural features. These features offer a vast array of active and passive recreational opportunities for the residents and visitors. The Environmental Features Map identifies the features that Pentwater has to offer.

The Lake Michigan shoreline bordered by critical sand dunes is highlighted with high risk erosion areas. Lake Michigan, Pentwater Lake, and the north and south branches of the Pentwater Rivers provide very valuable and popular sport fishing, boating, and other water recreational opportunities. Pentwater Lake has been identified as a port of refuge to provide Lake Michigan boaters a safe harbor during the boating season. Pentwater Lake is accessed from Lake Michigan by a channel. In 2002, the Pentwater Channel with its north and south piers was identified as an official historical site.

Pentwater Lake is fed by the north and south branches of the Pentwater River comprising a 150 square mile watershed area, which includes approximately 10,000 acres of wetlands and 77 miles of rivers, streams and lakes.

The area woodlands, which include the Pere Marquette State Forest and the Manistee National Forest, are very popular locations for hiking, biking, hunting, cross-country skiing, snowmobiling and other recreational activities. These woodlands, along with the area wetlands, watershed, undeveloped shorelines, stream banks, and critical dune systems provide important habitat for a variety of bird, plant and animal life.

Existing Land Use – See map in Appendix C

The existing Land Use Maps identify the Township and Village locations of residential, commercial, public/semipublic, marina and vacated land. Residential housing comprises the majority of land use in the Village and Township. The commercial establishments are located primarily along Hancock Street in the Village and several sites throughout the Township. The public and semipublic sites include Charles Mears State Park, state forest, parks, schools, library, fire department, public offices, churches, boat launches and marinas. The marina locations include the two commercial marinas, the public marina run by the Village, and the Yacht Club, all located in the Village along Pentwater Lake.

Future Land Use – See map in Appendix C

The Future Land Use Map identifies the planned land use for the anticipated Village and Township growth. The Pentwater Community Master Plan, the Oceana County Community Assessment Team Report, and the Pentwater Lake Improvement Board provide invaluable resources to assist in planning future land use and protecting the area's natural resources.

Section 5 – Public Input Process

The Pentwater Area Recreation Plan Committee used the Systems Approach, “defined as the process of assessing the park, recreation and open space needs of a community and translating that information into a framework for meeting the physical, spatial and facility requirements to satisfy those needs”, to conduct our research for the our 5-year Rec Plan by a committee of representatives from the Village of Pentwater, Township of Pentwater, and Pentwater Public Schools. Upon approval of the plan by the governing bodies represented in the committee, the plan will be submitted to the Grants Management Division of the Michigan Department of Natural Resources for final approval.

Public input on the identification and development of recreation and park goals was the cornerstone in the plan development process. Recreation Committee meetings were publicly posted (and noted in Appendix D; to include copies of all postings). At the Public Hearing meetings, the Community Workshop and Potluck meeting, focus groups and public meetings, the citizens were encouraged to be part of the process of identifying, evaluating, and prioritizing plan components.

The responses received represented the community as a whole for a variety of reasons:

- Public input meetings and community workshops were scheduled during the afternoon and evenings.
- Questionnaires were handed out throughout the community; during workshops, to local organizations and businesses and at the school.
- Focus groups were met with to get the perspectives of the following organizations: The Chief of Police, Charles Mears State Park, Junior Sailors, Pentwater Students, Pentwater Parents, the DDA, Pentwater Rec Director, the Oceana Cross Country Ski Association, the Women’s Club and the Junior Women’s Club.
 - The Chief of Police would like to see more bike racks in various locations throughout town, new life rings on the break walls, a no jumping sign on the lighthouse, lighting for the Safe Walk to School path and additional, upgraded cameras at the Marina.
 - The Charles Mears State Park representative would like to see a Complete Streets Path on Lowell Street between the Park and the Business District.
 - The Junior Sailors would like the Boat Launch to be stabilized, improved and expanded from a single launch to a double.
 - Representatives from Pentwater School would like new scoreboards, add additional bleachers throughout, improve the outdoor sports playing fields, update the track field with rubber composite and add outdoor drinking fountains and restroom facilities. The School would

also like to see additional assistance from the Village and the Township Rec Department in the maintenance and upkeep of the outdoor athletic fields.

- o The Pentwater Rec Director would like to see addition sports playing fields due to the limited availability of facilities being used by Pentwater School and Pentwater Recreation Program for practices and games. Additional sports and recreational programs are needed for both children and adults.
- o Pentwater Students would like to see more summer and winter activities and area to participate in said activities such as a skate park and indoor swimming pool.

Methods to Solicit Public Input in the Recreation Planning Process

The public input process included the following: (See Appendix D for copies of notices, postings, summaries and minutes)

- o October 24, 2018: A Rec Board Meeting and a Public Hearing was held; a public notice was publishing in the Oceana Herald Journal on October 10, 2018, and posted on the Community Hall public bulletin board, the Post Office bulletin board and on the Village website on October 8, 2018. The purpose of the meeting was to review the DNR Recreation Guidelines, the current Recreation Plan and obtain public input for the new recreation plan.

Three members of the community attended and suggested updating on senior activities, the outdoor ice-skating rink, creating a multi-sport playing field and the possibility of a seasonal RV Park.

- o November 7, 2018: A Rec Board Meeting was held; public notices were posted on the Community Hall public bulletin board, the Post Office and on the Village website October 31, 2018. The purpose of the meeting was to work on the draft of the Rec Plan.

Four members of the community attended and made suggestions during public comments of new activities such as Mother/Son and Father/Daughter dances and indoor learning classes. Turning the Bike Share Program into an automated system and adding kayak racks and a kayak launch at the Township Boat Launch were also mentioned.

- o November 12, 2018 – November 30, 2018: Questionnaires were distributed throughout the community, they were placed at Village Hall, the Township, the School and various local businesses.

In all, 47 questionnaires were filled out and turned in. Through the questionnaire it was determined that parks and recreation programs are very important to the community and the overall general upkeep and maintenance of the existing parks are in good shape, with work that could

be done to make them better. Many different outdoor activities are enjoyed by the residents including boating and kayaking; attending concerts, bicycling, picnicking, attending fairs and festivals, camping, exercising and swimming, fishing and ice fishing, as well as snowshoeing, cross-country skiing and snowmobiling. The residents felt that additional recreational programs are needed in the community such as fitness classes, craft classes (cooking, sewing, woodworking, etc.), aquatic classes and before and after school programs. It was also apparent through the questionnaire that the residents would also like more trails and pathways. Bike trails, walking paths, winter trails for snowshoeing and cross-country skiing, water trails for kayaks and nature trails were all highly desired.

- November 13, 2018: A Community Workshop was held at the Pentwater Friendship Center. Public notices were posted on the Village website and the Village digital sign as well as flyers posted throughout the community. The flyers were placed at Village Hall, the Township office, the Post Office, the Library, the Police Station and at Pentwater Friendship Center.

Nine members of the community attended the workshop and we received a great deal of feedback on community future goals. Questionnaires were used to help us determine some of the strengths and weaknesses of our area parks and recreation facilities. During the workshop, the observation was made that there is a need for additional recreation programs in the community such as general interest and craft activities as well as aquatic programs and before and after school programs. It was also noted that there is a lack of current recreational services for adults, families and seniors. Many felt that there were some opportunities to do recreational activities and programs that they enjoy in the area but wish there were more.

- November 28, 2018: A Rec Board Meeting and a Public Hearing was held; a public notice went in the Ludington Daily News on November 23, 2018, and was posted on the Community Hall public bulletin board, the Post Office bulletin board, the community digital sign and on the Village website on November 14, 2018. The purpose of the meeting was to gather any additional information from the public and to review and approve the draft copy.

Six members of the community attended the Public Hearing, suggestions were made for more activities at the Village Green such as chess and checker tournaments. Getting the ice rink back in working order was a big discussion as well as the creation of a broomball area. Boat wash down areas at the launches were also mentioned. The creation of basketball courts and soccer fields at the Charles Mears State Park were also suggested.

- December 3, 2018: The rough draft of the Rec Plan was made available for public review and was also emailed to each member of the Village Council, the

Township Board and the Pentwater School Board. A copy of the draft was placed at the Pentwater Township Library, the Pentwater Village Office, the Pentwater Township Office, Pentwater Public Schools and on the Village website. Flyer notifications for the review were placed at each of the participating entities, the Library, and the Post Office. There were notifications also posted on the Village website, the Village digital sign and in the Oceana Herald Journal.

- December 3, 2018 – January 7, 2019: The rough draft of the Pentwater Area 2019-2024 Joint Recreation Plan was available for public review. Viewing locations were Pentwater Village Hall, Pentwater Township Hall, Pentwater Public Schools, the Pentwater Township Library and also on the Village Website.
- January 7, 2019: A Rec Board Meeting and Public Hearing was held; a public notice went in the Oceana Herald Journal on December 27, 2018. Notices were also posted on the Community Hall public bulletin board, the Post Office, the Village website and on the Village digital sign. The purpose of the meeting was to gather any public input on the draft of the plan that was out for review and to adopt the Rec Plan.

Six members of the community attended the Public Hearing, there were no public comments made about the rough draft of the Rec Plan. One member of the community did ask where all the draft copies were available for review and stated a thank you for all of the hard work that has gone into putting the Plan together.

Section 6 – Goals and Objectives

Goal #1: To enhance and improve current facilities and programs in the community as well as develop multi-generational recreational opportunities to meet the needs of persons of all capabilities within the community.

Objectives:

- To provide facilities, parks and activities for recreational use for all ages.
- To renovate existing facilities and develop new facilities; proposed plans will demonstrate Universal Design elements when reasonably possible to fulfill Goal #1.
- To broaden recreational opportunities and provide more activities for all citizens.
- To provide activities and opportunities than an entire extended family can enjoy.

Goal #2: To enhance and improve lake and river access.

Objectives:

- To improve the overall quality of the Village Marina
- To maintain adequate water levels in the Pentwater harbor and the Pentwater Lake/Lake Michigan channel.
- To sustain and enhance the launch ramps in the Village and the Township
- To develop additional access to Pentwater Lake for swimming purposes
- To support projects that increase viewing of Pentwater Lake and Lake Michigan.

Goal #3: To develop non-motorized alternate transportation/connector trail systems within the Village of Pentwater and Pentwater Township to promote healthy lifestyles by increasing mobility, safety, transportation options, recreation, and economic development.

Objectives:

- To link residents, visitors, parks, schools, commercial areas and adjacent communities.
 - Pentwater Hart Trail
 - Bass Lake Trail
 - Expand the Pentwater Bike Share Program
- To link the system with adjacent existing and planned community, county and state non-motorized alternate transportation/connector trail systems.
- To develop a plan for sidewalks and pathways.
 - Safe Routes to School

Section 7 – Action Plan

Village of Penwater – Action Plan – Goal #1:

- Improve the Village Tennis and Basketball Court Area located on North Wythe Street. Upgrade and expand the Tennis and Basketball Court Area into a full community park. The area would include a paved parking area, pavilions, a restroom building and 200-amp electrical service. The park would also include new tennis and basketball courts, as well as pickleball courts and an area for bocce ball. Additional upgrades would be exercise and play equipment, dog parks, and a picnic area. Universal design standards would be followed to create an area safe and accessible to all citizens.
 - Funding for this project would possibly come from the Michigan Natural Resources Trust Fund Grant, matching funds provided by the Village and community donations.
- Extend the outdoor recreation season and opportunities for tourists and local citizens. Improve the ice-skating rink, and add seating for observation and enjoyment. Create a skate park and develop a youth recreational room.
 - Options for ice-skating rink: repave current area or install a synthetic rink
- Upgrade facilities, play area and programs at the Friendship Center.
 - Remodeling the interior, upgrade the kitchen and bathrooms and putting in new playground equipment with more accessibility.
- Create an RV Park using the 40-acre space located just north of the Pentwater Department of Public Works building, one block outside Village limits.
 - Would create a revenue stream to help maintain our Parks and Recreational facilities and programs and help fund future upgrades.
 - Bring more tourism to the Pentwater area; helping local businesses and building the economy.
 - Funding for this project would come from possible grants, fundraising and the Village Parks and Recreation Fund in the General Fund.
- Expand the Pentwater Bike Share Program to include more bikes, more checkpoint areas to pickup bikes, and to create an automated lock system to make access and management easier for the program.

Township – Action Plan – Goal #1

- Convert the 11.32-acre vacant parcel located between the Dollar General and the Township Transfer Station in to a sports venue. The sports playing field would consist of multiple soccer fields to cover the different age groups and a ball diamond.

- Funding for this project would come from possible grants, fundraising and the Township's Recreation Land Fund.

Pentwater Public Schools – Action Plan – Goal #1

- Repair or replace all scoreboards that are in need.
- Improve school outdoor sports by adding restroom facilities and drinking fountains as well as more bleachers and outdoor lighting at the soccer fields and ball diamonds. An upgrade of the existing track field with rubber composite is needed.
- Improve school indoor sports by adding a basketball court with adequate seating to accommodate spectators and to be able to host tournaments and hold district games.
- Use part of the 60-acre parcel known as the Pentwater School Forest to create a Cross County Running Course. The School currently doesn't have a running course for its athletes and are unable to host any events because of this.

Village of Pentwater – Township – Pentwater Public Schools – Action Plan – Goal #1:

- Develop a public indoor recreational facility that would include an indoor running track, a swimming pool, and recreational rooms for fitness classes. It would help promote a healthy lifestyle and possibly draw new residents to consider Pentwater as their primary home.

Village of Pentwater – Action Plan – Goal #2

- Expand and improve the Pentwater Village Public Marina. The current capacity doesn't meet the demand for boat slips, an expansion of 30 additional slips for seasonal and transient rental. Develop an area for short-term tie up space as there is not enough adequate space to accommodate this need. Dock improvements would include 50-amp electric hook-up for service for transient boaters as the current 30-amp electric hook-up is inadequate. New non-slip docking would be put in for better safety and accessibility, as well as additional dock space for an ADA compliant kayak launch. Upgrades to the water and pump-out services is needed as well as an expansion of the marina building that would include additional restroom and shower facilities, for better handicap accessibility. The building's addition square footage would expand the recreational area for visitors and relocate the office for better communication.

- Expand and improve the Village Public Boat Launch Ramp Facility and increase the parking area. The launch ramp is currently in need of repair and would be expanded from a single boat launch to a double. Make the entire site handicapped accessible by constructing a handicap accessible fishing dock that meets universal design standards and is safe for children and include a ramp to the dock. Acquire addition space surrounding the Boat Launch as the current area is not sufficient in providing all the desired upgrades.
- Increase kayak and dinghy storage at the Marina and Boat Launch. Add a handicap kayak launch at one of the locations.
- Provide systematic dredging of the harbor.

Pentwater Township – Action Plan – Goal #2

- Improve the Township Boat Launch. Add a kayak launch and storage.

Village and Township – Action Plan – Goal #2

- Develop swimming access on Pentwater Lake in the Village and Township in order for residents and visitors to swim safely when Lake Michigan is unsafe due to rough waters from bad weather. It will also provide longer and warmer season water which will increase the recreation for the spring and fall months.
- Provide more opportunities for public lakeside fishing in Pentwater Lake.
- Develop lakeside viewing areas.
 - Village Third Street Park (Shopper's Dock)
 - Additional benches and picnic tables
 - Handicap Accessibility
 - Short-Term boat tie-up space
 - Village Fourth Street Park (Dinghy Dock)
 - Additional temporary boat tie-up space

Village and Township – Action Plan – Goal #3

- Develop the Pentwater Hart Trail system that will connect to the existing William Field Memorial Hart Montague Trail and follow, in concept, U.S. Bike Route 35. The trail will be developed using a combination of shared use paths, paved shoulders, bike lanes and/or share lane markings along with other appropriate trail/path amenities.
- Establish a Pentwater to Bass Lake Trail system that will connect to the Pentwater Hart Trail in the vicinity of Business 31 and North Wythe Street,

near the North Entrance Garden. The trail will then follow Pentwater Townships' historic Buggy Road that runs mainly parallel to Business 31 going north out of the Village. Currently Business 31 is used by bikers and pedestrians for recreational purposes even though it is dangerous to use due to heavy seasonal traffic and limited visibility around curves. The trail will be developed using a combination of shared use paths and paved shoulders along with other appropriate trail/path amenities.

- To develop and improve roadways, shoulders, sidewalks and walking paths throughout the Village. This will encourage and grant the safe movement of pedestrian and cycling traffic.
 - Safe Routes to School Grant
 - Provide adequate lighting.
 - More access to community assets and business district.

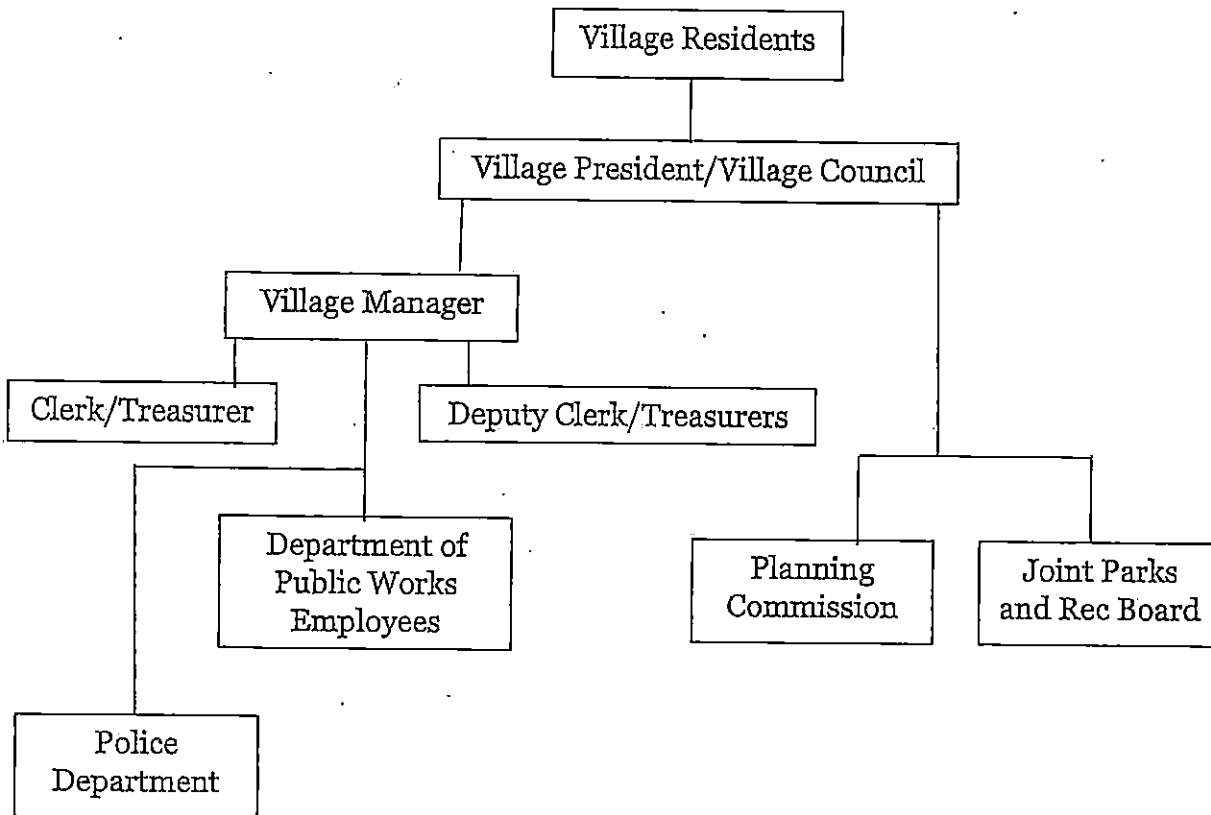
Village, Township and School – Action Plan – Goals #1, #2 & #3

- Research all available grants and funding sources to help achieve the goals and objectives in the 5-Year Rec Plan.
 - MDNR Grants
 - U.S. Soccer Federation Grant
 - Major League Baseball – Baseball Tomorrow Fund
 - Local Fundraiser and Donations

ADA compliancy is a significant concern of the Village, the Township and the School. The three entities look to update and enhance the parks and recreational facilities to meet the needs of all members of the community. To do this, future improvements will be made using the 2010 ADA Standards for Accessible Design as a guide book and to reach out to the community to gather input and recommendations as to what is needed at our facilities.

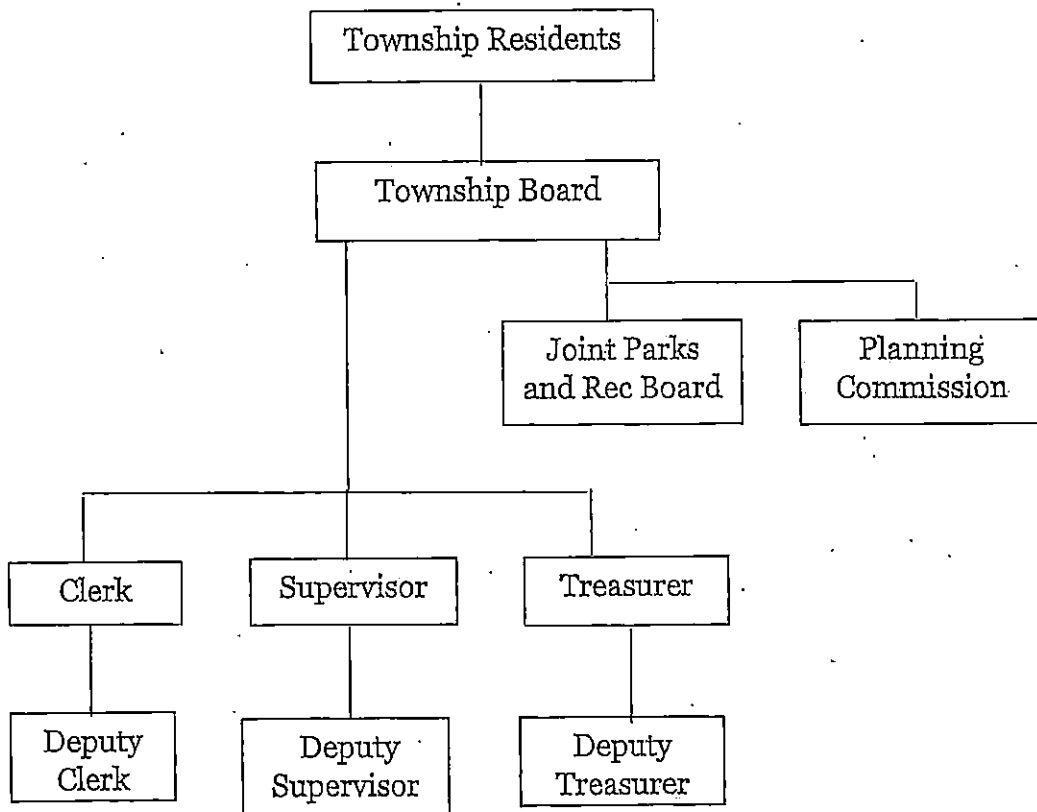
Appendix A – Administrative Structure Charts

Village of Pentwater



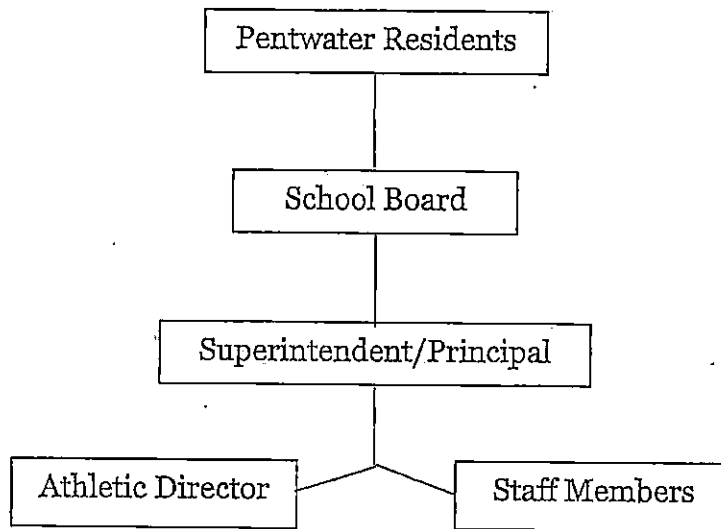
Appendix A – Administrative Structure Charts

Pentwater Township



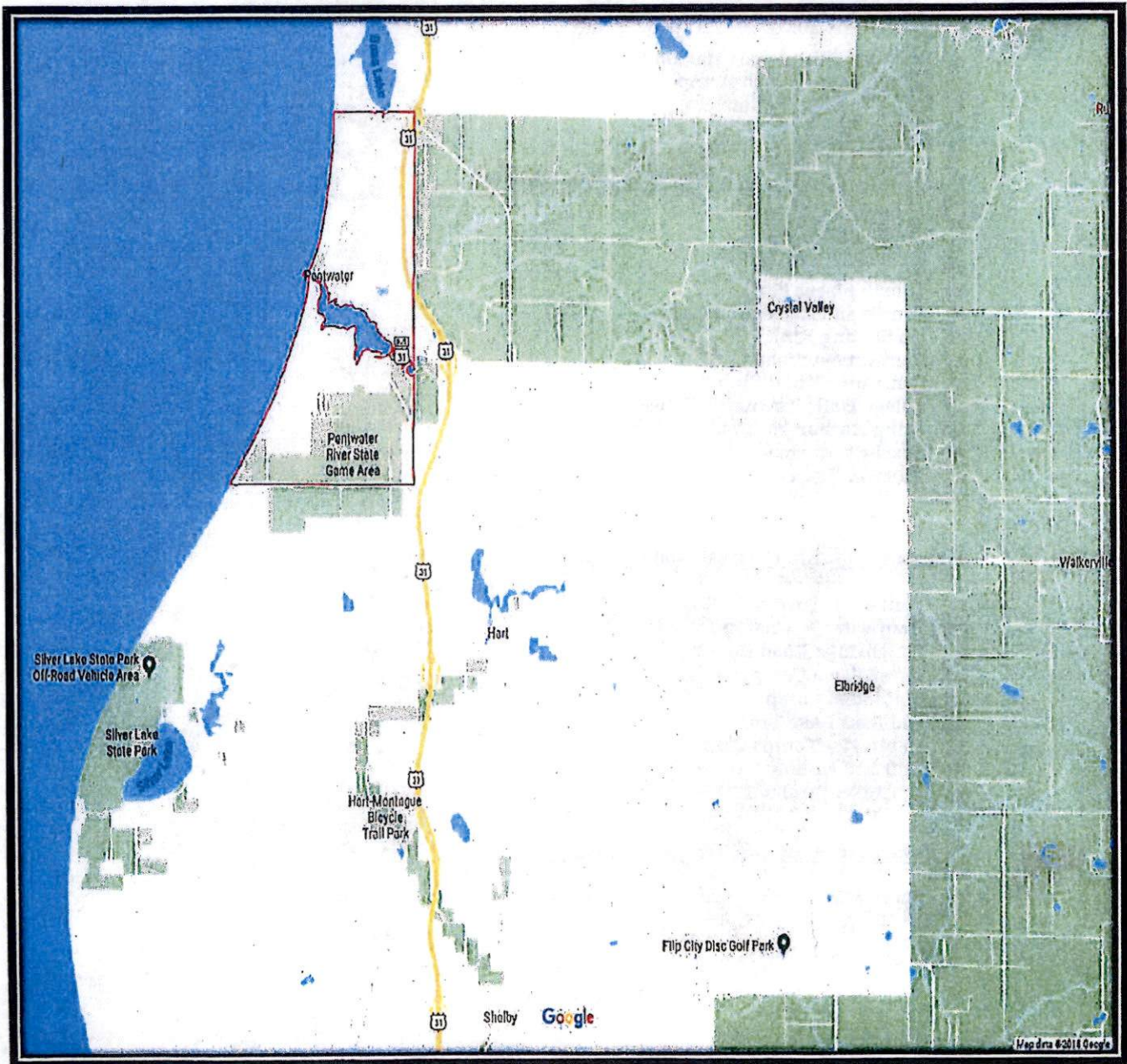
Appendix A – Administrative Structure Charts

Pentwater Public Schools




Appendix C - Maps

Pentwater, Michigan




Recreational Facilities Map Guide

Pentwater, Michigan



State of Michigan Recreational Facilities

- 1 - Charles Mears State Park
- 2 - Pentwater Cross Country Ski Trail
- 3 - Pentwater Snowmobile Trail




Village of Pentwater Recreational Facilities

- 4 - Pentwater Municipal Marina
- 5 - Village Boat Launch Ramp
- 6 - Fish Cleaning Station
- 7 - Village Green
- 8 - Friendship Center / Playground
- 9 - Pentwater Lake / Lake Michigan Channel / Piers
- 10 - Channel Lane Park
- 11 - Bridge Street Park
- 12 - Chester Street Park
- 13 - Third Street Park
- 14 - Fourth Street Park
- 15 - Tennis and Basketball Courts
- 16 - Ice Skating Rink
- 17 - Pentwater Artisan Center
- 18 - Pentwater Yacht Club
- 19 - Village Hall / Township Offices
- 20 - Snug Harbor Marina
- 21 - Charlie's Marina
- 22 - Halcyon Center



Pentwater Township Recreational Facilities

- 23 - Pentwater Township Boat Launch
- 24 - Pentwater Township Library
- 25 - Longbridge Road Boardwalk
- 26 - River Farm Campground
- 27 - Methodist Camp
- 28 - Old Bass Lake Trail
- 29 - Pentwater Tennis Club
- 30 - Hill and Hollow Campground
- 31 - AJ's Adventureland

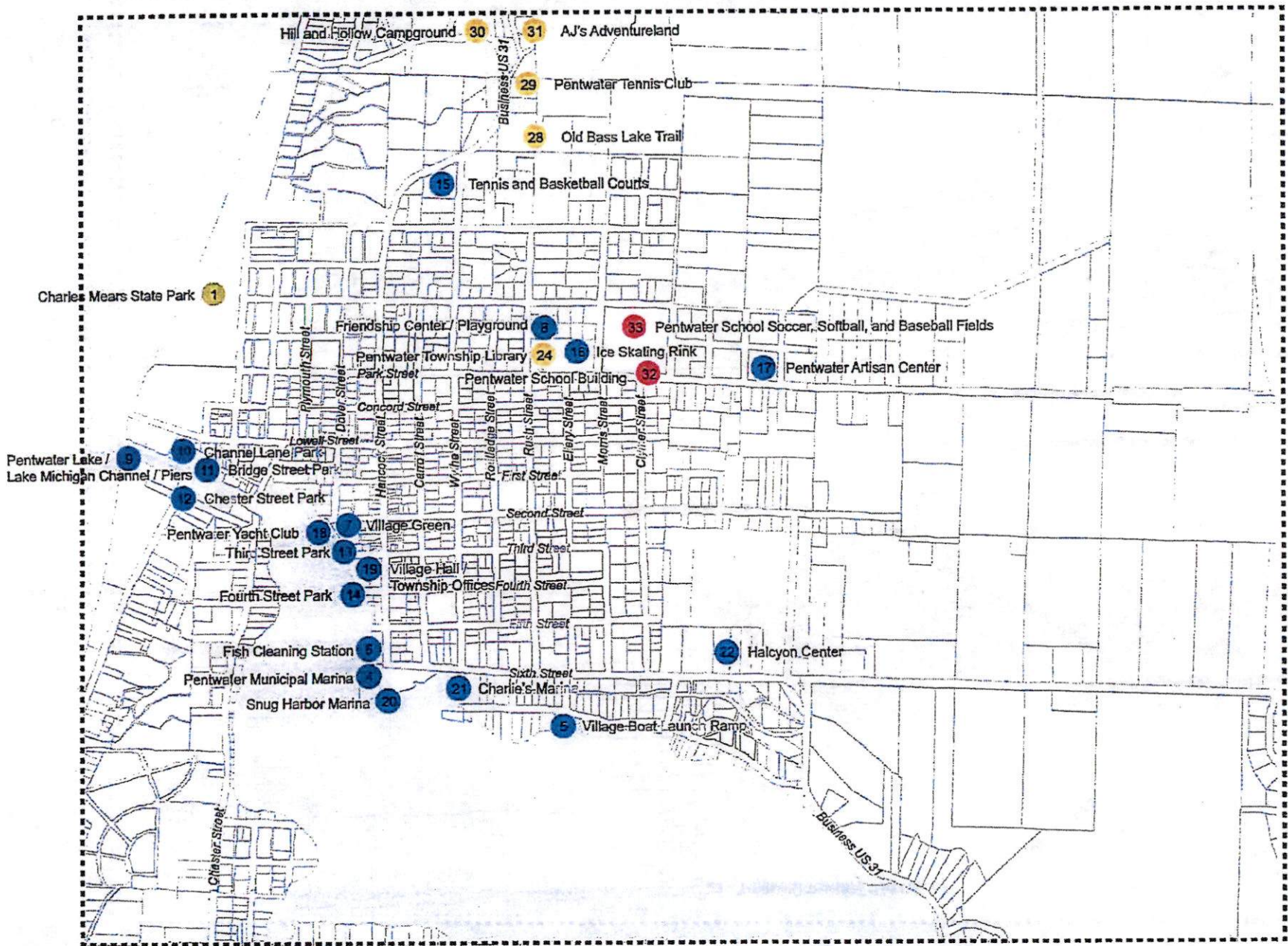


Pentwater Public School Recreational Facilities

- 32 - Pentwater School Building
- 33 - Pentwater School Soccer, Softball, and Baseball Fields
- 34 - Pentwater School Forest

MAP 1 : RECREATIONAL PLAN 2013 - 2018 PENTWATER, MICHIGAN

- State of Michigan Facilities
- Pentwater Township Facilities
- Village of Pentwater Facilities
- Pentwater Public School Facilities



MAP 2 : RECREATIONAL PLAN 2013 - 2018 PENTWATER, MICHIGAN

- State of Michigan Facilities
- Pentwater Township Facilities
- Village of Pentwater Facilities
- Pentwater Public School Facilities

