

**CHARTER TOWNSHIP OF BANGOR  
BOARD MEETING AGENDA  
TUESDAY, JUNE 13, 2023**

**6:00 P.M. REGULAR MEETING**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
  - A. 2022 Audit Presentation by Weinlander Fitzhugh
  - B. Presentation from a MERS representative
4. **AGENDA REVIEW**
5. **PUBLIC INPUT ON AGENDA ITEMS**
6. **AGENDA APPROVAL**
7. **CONSENT AGENDA APPROVAL\***

*\*The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion without discussion. Any member of the Board, staff, or the public may ask that any item on the consent agenda be removed there from and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Board action adopting the consent calendar.*

- A. Approval of the May 15, 2023 regular meeting minutes. (Minutes included)
- B. Approval to receive and file Investment Report dated June 6, 2023. (Information included)
- C. Approval of bills as audited by Trustees in the amount of \$410,832.69.
- D. Approval of \$125.60 refund for Residential Windows & Doors permit (80% refund) to Home Depot USA, Inc. (Information included)
- E. Approval of Special Events Permit request from Amber Phillips for Bay City Morning Rotary 2023 Driathlon in Bangor Township, starting and ending at Castaways on Sunday, September 17, 2023. (Information included).
- F. Approval of Bay County Department of Water & Sewer's recommendation to discontinue sewer debt billing and close account for 2829 S. Two Mile, effective 05/24/23. (Information included)
- G. Approval to waive 192 units of sewer charges at 3532 E. Wheeler for Jennifer Borton, which will equal \$643.20. (Information included)
- H. Approval of \$125.60 refund for Building permit (80% refund) to Mann Construction (Information included)
- I. Approval of \$1,762.94 expense to Phoenix Safety Outfitters for Fire Department facepiece assembly. (Information included)
- J. Approval of 2023 MTA Membership Dues in the amount of \$7,318.00. (Information included)
- K. Approval of \$75.00 rental refund to George & Lotte Penno. (Information included)
- L. Approval of required annual ladder testing in the amount of \$3,500 to Consolidated Fleet Services. (Information included)
- M. Approval of expenditure in the amount of \$5,681.00 to Front Line Services for required annual apparatus maintenance and fire pump testing. (Information included)
- N. Approval of \$175.00 refund to J. Korpala Development for cancelling ZBA application after notifications.

8. **ENGINEERING REPORT**

9. **PENDING BUSINESS:**

- A. Chief's Report
  - B. Committee and Commission Reports
    - 1. Zoning Board of Appeals (LaPlant)
    - 2. Planning Commission (Taylor)
    - 3. DPW Committee (Wardynski)
    - 4. Parks & Recreation (Koch)
    - 5. Green Team
    - 6. Fire Department Infrastructure Committee (Wardynski)
10. **BOARD REPORTS**
- A. Supervisor's Report (Rowley)
  - B. Clerk's Report (Bublitz)
  - C. Treasurer's Report (Wardynski)
  - D. Trustees' Report
11. **NEW BUSINESS**
- A. **BUDGET ADJUSTMENTS**
  - B. **AGREEMENT GOLDER ASSOCIATES** – 2023 Landfill Monitoring Services for \$20,600.00
  - C. **PUBLIC HEARING** – Establish Plant Rehabilitation District 4675 Wilder Road
  - D. **RESOLUTION** to Approve Plant Rehabilitation District 4675 Wilder Road
  - E. **APPROVAL** of Renewals for: NH Ventures 2, LLC for a provisioning center retailer at 3389 S. Huron; and Michigan Flowers, LLC for three (3) Class C Grower at 4451 Ace Commercial Court
  - F. **APPROVAL OF** Adult Use Class B Grow facility for Craft Cultivating, LLC located at 4441 Ace Commercial Ct.;
12. **PUBLIC INPUT**
13. **ANNOUNCEMENTS**
- Administration Building Closed – June 19 - Juneteenth
  - Zoning Board of Appeals Meeting – June 20 – 6:00 p.m.
  - Planning Commission Meeting – June 28 – 6:00 p.m.
14. **ADJOURNMENT**

**May 15, 2023**

The **Regular Meeting** of the Bangor Township Board of Trustees was called to order by Supervisor Rowley at 6:00 p.m.

PRESENT: Bublitz, Koch, LaPlant, Rowley, Taylor, Wardynski, Yaworski  
ABSENT: None  
ALSO PRESENT: Colleen Maillette, County Commissioner; Mike Galloner, Fire Chief

**Pledge of Allegiance** was recited.

2022 Audit Presentation - moved to the June Board Meeting.

**AGENDA REVIEW** at 6:01 p.m.

- Add “in the amount of \$40,557 to New Business Item C
- Add New Business Item 11.G. “Discussion – Closing on Fridays for the month of June and/or all Fridays.”

There was no Public Input on agenda items.

**MOTION Approval Agenda**

Moved by Wardynski, seconded by LaPlant to approve the agenda as amended. (7 ayes, 0 nays).  
Motion Carried.

**MOTION Approval Consent Agenda**

Moved by Koch, seconded by Yaworski to approve the consent agenda as presented.

- A. Approval of the April 11, 2023 regular meeting minutes.
- B. Approval to receive and file Investment report dated May 8, 2023.
- C. Approval of bills as audited by Trustees in the amount of \$546,999.00.
- D. Acceptance of resignation from Heidi Martinus – Assessing Department.
- E. Approval to interview and hire a part-time assessing position.
- F. Approval of \$2,304.75 expense to Front Line Services (three bills) for work done on Fire Department apparatus.
- G. Approval of \$1,106.33 expense to George’s Auto Repair for work done on 2007 Suburban.
- H. Approval of \$2,840.00 expense to M & R Garage Door & Openers for damage done to overhead door. Claim submitted to insurance.
- I. Approval of \$6,374.00 expense to BS&A for annual systems service.
- J. Approval of \$4,441.00 expense to Pinconning Journal for publishing Article 5.00 of Ordinance 300.

- K. Approval of letter of support for Bangor Schools School Violence Prevention Program.
- L. Approval of \$4,000.00 expense for various boat launch repairs.
- M. Approval of \$5,000.00 payment to Bobcat Rec Program.
- N. Approval of \$3,000.00 expense to partner with Bay County and the City of Bay City for a new recreation plan.
- O. Approval of 2022 Homeland Security Grant Program.

(7 ayes, 0 nays). Motion Carried.

There was no one present for the Engineering Report.

Fire Chief Galloner gave a report for the month of April.

**MOTION Approval 2023 Road Projects**

Moved by Yaworski, seconded by Koch to approve the recommendation of the Department of Public Works Committee for Road Projects in the amount of \$350,000.00.

AYES: Koch, Wardynski, Bublitz, Yaworski, LaPlant, Taylor, Rowley

NAYS: None

Motion Carried.

**MOTION Approval Expenditure – Green Team**

Moved by Koch, seconded by Yaworski to approve \$500.00 expenditure to Bangor Township Schools from the Green Team for purchase of grow lights and shelves.

AYES: Wardynski, Bublitz, Yaworski, Taylor, LaPlant, Koch, Rowley

NAYS: None

Motion Carried.

**MOTION Receive Quarterly Report –March 2023**

Moved by Bublitz, seconded by Yaworski to receive the Treasurer’s Quarterly Report dated March 31, 2023. (7 ayes, 0 nays). Motion Carried.

**MOTION Approval Budget Adjustments**

Moved by Bublitz, seconded by Wardynski to approve the budget adjustments as presented.

AYES: Yaworski, Taylor, LaPlant, Koch, Wardynski, Bublitz, Rowley

NAYS: None

Motion Carried.

**MOTION Approval Resolution #23-006 to Adopt Ordinance #403**

Moved by Bublitz, seconded by Taylor to approve Resolution #23-006 adopting Ordinance #403 amending Zoning Ordinance #300 Article 5.

AYES: Taylor, LaPlant, Koch, Bublitz, Yaworski, Rowley, Wardynski

NAYS: None



Motion Carried.

**MOTION Approval Agreement Police Services/School Liaison Officer**

Moved by Taylor, seconded by Yaworski to approve an agreement for Police Services/School Liaison Officer between the Charter Township of Bangor, Bangor Township Schools and the Bay County Sheriff's Department effective August 27, 2023 to August 26, 2024 in the amount of \$40,557.00.

AYES: LaPlant, Koch, Wardynski, Bublitz, Yaworski, Taylor, Rowley

NAYS: None

Motion Carried.

**MOTION Approval Medical and Adult Use Marihuana Permit Renewals**

Moved by Bublitz, seconded by Wardynski to approve renewal of Medical and Adult Use Marihuana Permits effective July 1, 2023 – June 30, 2024 as listed below:

Business Name	Address	Medical	Adult-Use
Smoke Society	3697 Wilder Road	Provisioning Center	Retailer
Pure Releaf SP Drive	3 State Park Drive	Provisioning Center	Retailer
Weisberger Ventures II, LLC	3915 Wilder Rd		Retailer
Therapeutic Health Choices, LLC	903 N. Euclid Ave.	Safety Compliance	Safety Compliance
DKMM, LLC	3967 N Euclid Ave		Retailer
305 N Euclid, LLC	305 N. Euclid		Retailer
3843 N Euclid LLC	3843 N Euclid, Suite B	Processor	Processor
3843 N Euclid, LLC	3843 N Euclid, Suite A		Retailer
3843 N Euclid, LLC	1694 Marquette Ave		Grower Class C
4432 Ace, LLC	4432 Ace Commercial		Processor
2449 Two Mile, LLC	2449 Two Mile		Grower Class C x 2
Skunkys Brand LLC	4443 E Wilder Road		Retailer
200 Euclid, LLC	200 S. Euclid	Provisioning Center	Retailer
DJR Michigan Properties LLC	3515 N. Euclid Ave	Grower Class C	Grower Class C
Bullit Properties, LLC	3660 Patterson Rd. #D	Grower Class B	Grower Class C
Pure Releaf N Union LLC	3480 North Union	Provisioning Center	Retailer
SI Holdings MI, Inc	4401 Ace Commercial	Grower Class C and Processor	Grower Class B
Bay Shore Development Group LLC	3436 Patterson Rd		Grower Class C
Creative Cultivators, LLC	3208 Patterson Rd		Grower Class C
Diamond Cut Farms, LLC	3712 Patterson Rd	Grower Class A	Grower Class C
Liquid Gold Processing LLC	3777 N Euclid Ave	Processor	Processor
J. Elias Management, LLC	1680 Marquette Ave	Provisioning Center	Retailer
HDMD, LLC	3392 S Huron Rd		Retailer
TT Greenspace LLC	4373 Wilder Rd.		Retailer
Hadsun, LLC	4412 Ace Commercial Ct		Grower Class C
Lucky Buds II, LLC	3650 Patterson Rd, #2	Processor	Processor

(7 ayes, 0 nays). Motion Carried.

**MOTION Approval Name Change and Medical and Adult Use Marihuana Permit Renewals**  
 Moved by Bublitz, seconded by Koch to approve name change for Pharmaco to RWPB Michigan, LLC and renewal of permits as listed below:

<b>Business Name</b>	<b>Address</b>	<b>Medical</b>	<b>Adult-Use</b>
RWB Michigan, LLC	3557 Wilder Road		Retailer
RWB Michigan, LLC	1680 Marquette Ave	Grower Class C	Grower Class C
RWB Michigan, LLC	3650 Patterson Road	Processor	Processor & Retailer

(7 ayes, 0 nays). Motion Carried.

**MOTION Approval Closing the Administration Building on Fridays**

Moved by Bublitz, seconded by LaPlant to approve closing the Administration Building on Fridays giving the Executives the discretion to allow 40-hour employees to work 10-hour days or supplement with benefit hours. (7 ayes, 0 nays). Motion Carried.

**Public Input at 7:17 p.m.**

**MOTION Adjournment**

Moved by Bublitz, seconded by LaPlant to adjourn at 7:18 p.m. (7 ayes, 0 nays). Motion Carried.

**Submitted as recorded by Dawn Bublitz, Clerk.**

\_\_\_\_\_  
 Dawn Bublitz, Clerk

**Approved Draft**

\_\_\_\_\_  
 Glenn Rowley, Township Supervisor

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**BANGOR TOWNSHIP  
INVESTMENTS  
June 6, 2023**

MATURITY DATE	BANK	AMOUNT	INTEREST RATE
<b>101 GENERAL</b>			
CD 4/29/2023	Team One Credit Union	\$250,000.00	0.40%
MM 4/30/2023	Wildfire Credit Union	\$407,651.71	0.95%
MM 5/1/2023	Frankenmuth Credit Union	\$250,174.18	2.51%
CD 5/16/2023	Team One Credit Union	\$250,000.00	0.30%
CD 9/14/2023	Huntington	\$533,515.20	4.35%
MM 6/30/2023	The State Bank	\$505,491.95	1.11%
MM 5/31/2023	Horizon Bank - ARPA Funds	\$1,323,824.75	1.36%
MM 5/31/2023	Thumb Bank	\$351,858.24	1.00%
MM 6/30/2023	MI Class	\$312,213.19	5.16%
MM 5/31/2023	United Bay Community CU	\$250,329.86	1.20%
CD 8/28/2023	Frankenmuth Credit Union	\$262,507.15	1.90%
CD 10/24/2023	Wildfire Credit Union	\$304,070.36	2.96%
CD 11/3/2023	Comerica	\$500,000.00	4.25%
CD 2/29/2024	United Bay Community CU	\$305,318.09	3.00%
CD 3/22/2024	CIBC - Fire Station	\$180,494.70	4.30%
CD 3/22/2024	CIBC - Fire Capital Equip	\$67,625.85	4.30%
CD 3/22/2024	CIBC - Fire Vehicles	\$253,892.70	4.30%
CD 9/14/2024	Wildfire Credit Union	\$300,792.93	3.16%
		<b>\$6,609,760.86</b>	
<b>226 TRASH</b>			
5/31/2023	Flagstar Bank	\$1,120,517.04	3.71%
		<b>\$1,120,517.04</b>	
<b>494 DDA</b>			
5/31/2023	1st State Bank	\$369,506.18	1.75%
		<b>\$369,506.18</b>	
<b>590 SEWER</b>			
4/17/2024	Huntington	\$411,180.24	4.11%
		<b>\$411,180.24</b>	
<b>803 DRAIN DEBT</b>			
6/30/2023	MI Class	\$2,487.68	5.16%
		<b>\$2,487.68</b>	
<b>804 DRAIN O&amp;M</b>			
06/33/23	MI Class	\$365,126.85	5.16%
		<b>\$365,126.85</b>	
<b>GRAND TOTAL</b>		<b>\$8,878,578.85</b>	

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**BANGOR CHARTER TOWNSHIP  
PAYABLES AGENDA  
June 13, 2023**

CHECK RUN TYPE/DATE	CHECK NUMBERS	AMOUNT
<b>2023 Expenses</b>		
Payroll 5-19-23	54830 - 54833	41,102.72
Payroll Liabilities 5-19-23	54834 - 54838	\$ 27,910.54
AP Check Run 5-19-23	54839 - 54859	\$ 50,732.55
Printing Error	54860 - 54863	\$ -
Payroll 6-2-23	54864 - 54867	\$ 40,751.12
Special Payroll 6-2-23 Fire Holiday Pay	54868 - 54879	\$ 15,888.22
Payroll Liabilities 6-2-23	54880 - 54882	\$ 31,394.37
AP Check Run 6-2-23	54883 - 54896	\$ 14,039.25
AT&T ACH Payments 6-2-23	Electronic	\$ 706.44
AT&T ACH Payments 6-6-23	Electronic	\$ 82.21
Delq Tax Distribution	54897 - 54899	\$ 29,523.04
Board Check Run 6-13-23	54900 - 54931	\$ 158,702.23
<b>GRAND TOTAL</b>		<b>410,832.69</b>

\*Delq. Tax Distribution (tax due to other agencies/processed thru Treasurer's office)



# Charter Township of Bangor

180 State Park Drive, Bay City, MI 48706 Phone: (989) 684-5427 Fax: (989) 684-5644

## INSPECTION DEPARTMENT

*Cancelled permit*  
*70*

PBP2300059

### Residential Windows & Doors

Issued: 04/05/23

Expires: 10/02/23

Type of Construction: \_\_\_\_\_ Occupancy Group: \_\_\_\_\_ Edition of Code: 2015 MRC

LOCATION	OWNER	APPLICANT
513 RIVER RD 010-R03-000-005-00 Lot: Plat/Sub:	MEDEL FAMILY TRUST 513 RIVER RD BAY CITY MI 48706 Ph.: Fx.:	HOME DEPOT USA, INC 13121 Waco Livonia MI 48150 Ph.: (734) 246 3955 Fx.:

Work Description: Replacement of 1 Living Room Patio Door

#### Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
01. Construction Valuation	Standard Item	4,846.40	\$157.00

"Section 23a of the State Construction Codes Act 1972, Act No. 230 of Public Acts fo 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subjected to civil fines."

Fee Total:	\$157.00
Amount Paid:	\$157.00
Balance Due:	\$0.00

I hereby certify that I have read and examined this application and know the same to be true and correct. I understand that this permit becomes null and void if work authorized is not commenced within 180 days. If work is not completed within 180 days, I must re-apply in writing, for a 180 days permit extension before this permit expires and pay an administrative fee.

*80% Refund - \$125.60*

## REQUIRED INSPECTIONS

Please call Inspection Department 989-684-5427 for the below required inspections.

Owner/Contractor Signature \_\_\_\_\_

Inspector's Signature \_\_\_\_\_ Date \_\_\_\_\_





Home Depot USA, Inc.  
License # 2106213539  
13121 Waco Dr.  
Livonia, MI 48150  
Permit Office 734-246-3955  
Fax 734-281-1669

Termination Form for Permits under License # 2106213539 &  
License #2106213555

Home Depot USA, Inc., the contract holder for the property which is located at  
513 River Rd. within the  
municipality of Bangor Twp - permit number  
PBP2300059 which was pulled by Home Depot USA. a licensed  
contractor for the work at the above-named property. This job has been canceled  
by the customer and we have not performed any work under this permit.

If we meet the requirements, please issue a refund. Also, please use this letter to  
cancel the permit so we are not accountable for any type of home improvement.  
Please issue refunds to:

Home Depot USA, Inc  
13121 Waco Dr.  
Livonia, MI 48150

Richard Olmstead

Richard Olmstead

License Holder - Qualifying Officer for Home Depot USA Inc.

**SCANNED** TE



Supervisor: 989-684-8931  
Clerk: 989-684-8041  
Treasurer: 989-684-8531  
Fire Dept. 989-684-8504

Assessor: 989-684-7100  
Inspection: 989-684-5427  
Enforcement: 989-684-9700  
Fax: 989-684-5644

### PERMIT FOR SPECIAL EVENTS

Name of Event: Bay City Morning Rotary 2023 Driathlon

Date (s) of Event: Sunday, September 17, 2023

Address and location of the proposed event: The event will start and end at Castaways at  
3940 Boy Scout Rd Bay City MI 48706

Name of Applicant: Amber Phillips

Name of Organization: Bay City Morning Rotary

Applicant's Affiliation with Organization: Driathlon Fundraising Co-Chair

Applicant's Home Address: 8827 Cottonwood Dr Freeland MI 48623

Day Phone: 989-892-3511 Evening Phone: 614-795-5433

Fax Number: 989-891-4101 Cell Phone: 614-795-5433

Email Address: APhillips@ibcp.com

Mailing Address (if different): Independent Bank 623 Washington Ave Bay City MI 48708

Name of additional contract person (who will contact Applicant) in case of emergency:

Name: Brenda Rowley Day Phone: 989-671-6513

Description of the proposed event: See attachment A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Times and dates of the proposed event: Sunday, September 17, 2023 AM One day event 8:30-10:30

Estimated maximum number of persons expected at the event each day: 250-300

A legible map needs to be included as part of the application showing the location of the event, roads, that will be effected or a specific route that will be used for the event. Please submit four (4) originals when submitting colorized maps.

Submit a detailed explanation, on a separate sheet of paper, including drawings and diagrams where applicable, of your plans for the following:

- |  |   |   |                                     |
|--|---|---|-------------------------------------|
| 1. Facilities for clean-up   | N/A                                     | 13. Health & sanitation facilities  | N/A                                 |
| 2. Electrical and water service                                      | N/A                                     | 14. Request for any Township equipment and/or services  | N/A                                 |
| 3. Illumination facilities   | N/A                                     | 15. Security (if this involves the sale of alcoholic beverages and perimeter security, it is the responsibility of the Applicant) | N/A                                 |
| 4. Communication facilities  | N/A                                     | 16. Bleachers   | N/A                                 |
| 5. Noise control and abatement                                       | N/A                                     | 17. Whether any tents will be used  | N/A                                 |
| 6. Signs and banners along the premises                              | N/A                                     | 18. Fire protection   | N/A                                 |
| 7. Insurance arrangement   | Yes-Rotary International                | 19. Medical facilities & services, including emergency vehicles & equipment   | N/A                                 |
| 8. List of contractors and sub-contractors                           | N/A                                     | 20. Camping & trailer facilities, if overnight stays are anticipated  | N/A                                 |
| 9. Fencing   | N/A                                     | 21. Number of volunteers  | 50                                  |
| 10. Concessions  | N/A                                     |   |                                     |
| 11. List of permits to be secured from other jurisdictions           | N/A                                     |   |                                     |
| 12. Vehicle access, parking facilities, barricading and traffic plan | N/A                                     |   |                                     |
| 22. Will an admission fee to the Special Events be charged?          | Yes <input checked="" type="checkbox"/> | No  | <input type="checkbox"/>            |
| 23. Will music be played or performed?                               | Yes <input checked="" type="checkbox"/> | No  | <input type="checkbox"/>            |
| 24. Will alcoholic beverages be served?                              | Yes <input type="checkbox"/>            | No  | <input checked="" type="checkbox"/> |
| 25. Will alcoholic beverages be sold?                                | Yes <input type="checkbox"/>            | No  | <input checked="" type="checkbox"/> |

If yes, name of licensee: \_\_\_\_\_

In the event that a Special Events Permit is issued, Applicant shall supply to the Township Supervisor and Fire Chief, at the time it receives the Special Events Permit, the name, address and telephone number of the individual who is in charge of and/or responsible for the Applicant's activities which are subject to the Special Events Permit. Applicant shall be responsible for communicating all permit requirements and directions of the Township to all vendors, concessionaires, workers, volunteers, attendees, invitees, pursuant to the permit. Applicant also agrees to fully cooperate with the Township and employees concerning or relating to any activity or use of Township property conducted under the Special Events Permit.

Applicant covenants and agrees to indemnify, protect, defend and save the Township, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the



premises or the Township, its officers or employees by reason of Applicant's use or occupancy of or its operations on the premises or by reason of any other person on the premises by its invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, the indemnity, defense and hold harmless requirements shall include and extend to the person and property of Applicant, its employees and all persons on the premises at its invitation or consent. All property kept, stored or maintained in and on the premises shall be so kept, stored or maintained at the risk of Applicant only.

Applicant covenants and agrees to strictly comply with all terms, conditions, covenants and agreements set forth in any Special Events Permit which may be issued for the event covered by this application, and further understands and agrees that the Township in its sole and absolute discretion may approve, deny, or set any conditions or limitations on any permit which may be issued, or may at any time alter, amend, modify, rescind or revoke any permit for the use of Township property by the Applicant, all without recourse or remedy by the Applicant, or liability of the Township.

If the application is made on behalf of a partnership, corporation or other association, information must be provided for all partners, officers and directors, or members. If the Applicant is a corporation, a copy of the articles of incorporation may be required.

Applicant, on behalf of the organization, agrees to reimburse the Township for its "out-of-pocket" expenses which includes but is not limited to overtime of Township employees and trash disposal.

The undersigned states he/she has full authority to execute this application on behalf of the Applicant and acknowledges receipt of a copy of the Township's Special Events Policy and Procedures.

05/20/2023

Date

*Amber Phillips*

Signature of Applicant

**Office Use Only:**

**Inspections Required:**

Inspection Dept.

Code Enforcement

Fire Chief

# SPECIAL EVENTS PERMIT

## **Attachment A**

The Bay City Morning Rotary is proud to host the 2023 Driathlon. The Driathlon is a unique event that changes the typical triathlon with canoeing and/or kayaking instead of swimming. This is a signature fundraising event for our club and we are excited to share it with you and Bangor Township.

This will be our 3<sup>rd</sup> year at our new venue with Bangor Township; This involves canoe/kayak on the Kawkawlin River, bike on a course through Bangor Township streets, and run along the scenic Kawkawlin River competing at the Driathlon. The event kicks off from the transition area situated at Castaways Restaurant along the Kawkawlin River where spectators will be able to watch the event from their outdoor decks.

As a club we are very happy with the outcome and excited about the prospects of our signature event. The money raised is granted to organizations in Bay County. Participants come from all over the state to experience Bay City and its beautiful waterfront surroundings. Please help make this a big draw, allowing the Bay City Morning Rotary Club to disperse funds to local charities.



# Driathlon Canoe 2021

## ROUTE INFORMATION



ROUTE LENGTH 4.976 km

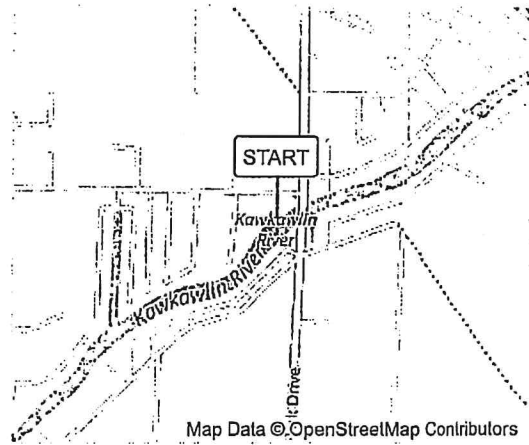
ASCENT 9 m

DESCENT 9 m

HILLS  $\uparrow$  16.4% |  $\downarrow$  16.4% |  $\rightarrow$  67.3%

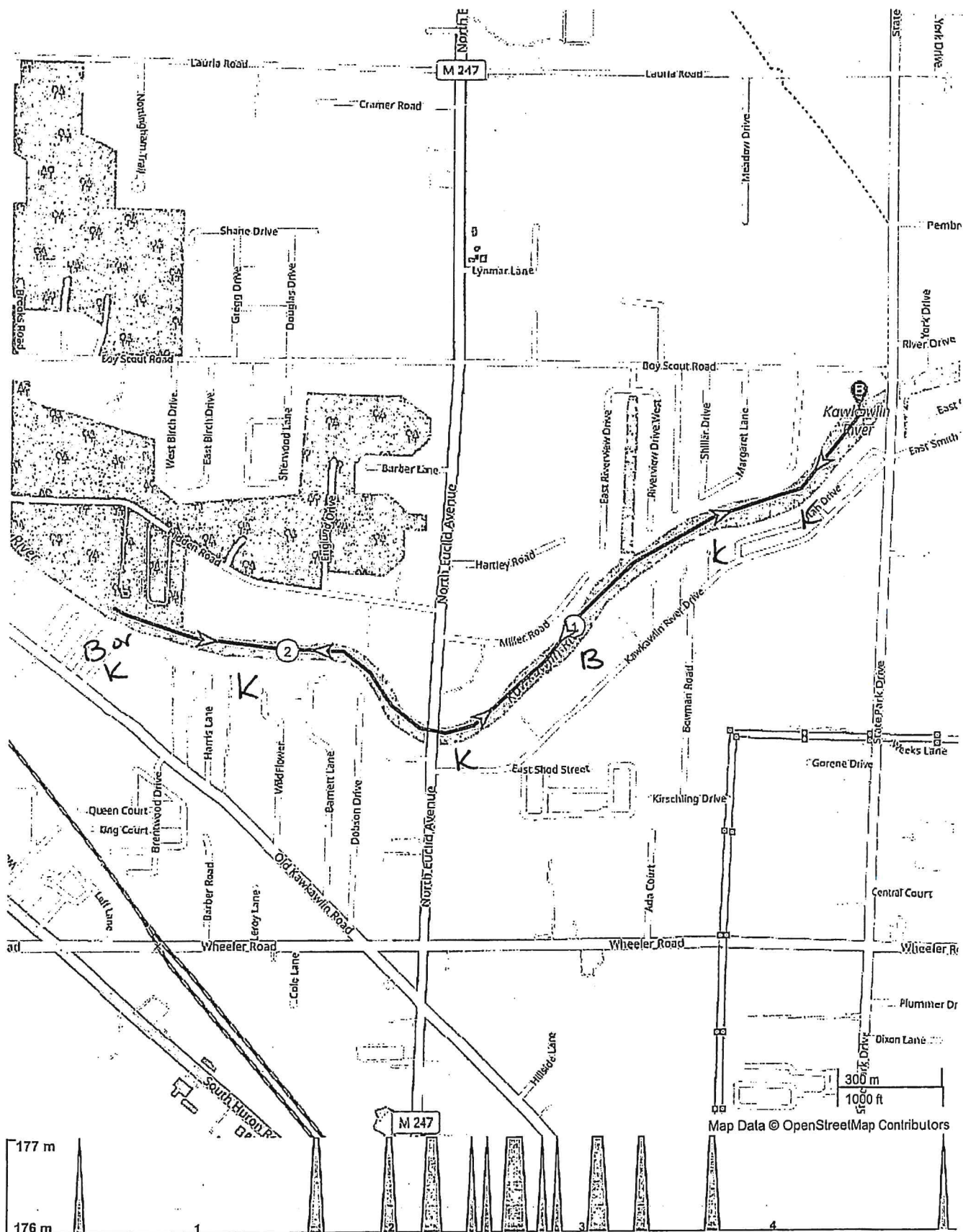
TERRAIN Off-Road

START **LAT: 43.651452, LNG: -83.898801**



## NOTES

# Triathlon Canoe 2021



**ROUTE DIRECTIONS**

<b>No</b>	<b>Km</b>	<b>Turn</b>	<b>Directions</b>
1	4.975		FINISH

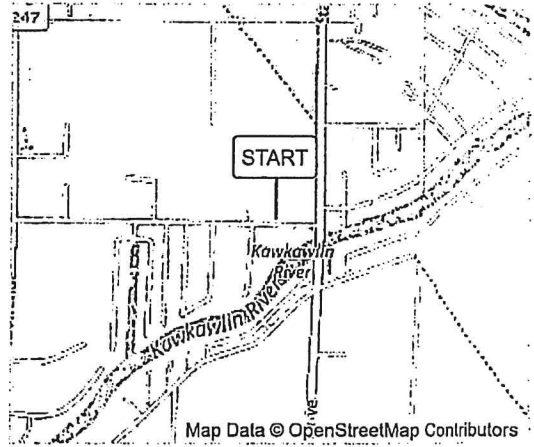


# Driathlon Bike 2021

## ROUTE INFORMATION



ROUTE LENGTH 17.504 km  
ASCENT 17 m  
DESCENT 17 m  
HILLS  $\uparrow$  7.7% |  $\downarrow$  7.7% |  $\rightarrow$  84.5%  
TERRAIN Mixed **A**   
START **LAT: 43.652627, LNG: -83.899665**



## NOTES





### ROUTE DIRECTIONS

No	Km	Turn	Directions
1	0.173	→	Turn right onto State Park Drive 4 volunteers <span style="float: right;">Repeat</span>
2	1.770	←	Turn left onto Wheeler Road Police
3	2.998	→	Turn right onto North Euclid Avenue, M 247 Police
4	6.214	←	Turn left onto State Park Drive, M 247 Police
5	17.504		FINISH

\* Cones throughout route on white lines  
Apr 20 every mile





# Driathlon 2021 Run

## ROUTE INFORMATION



ROUTE LENGTH 3.060 miles

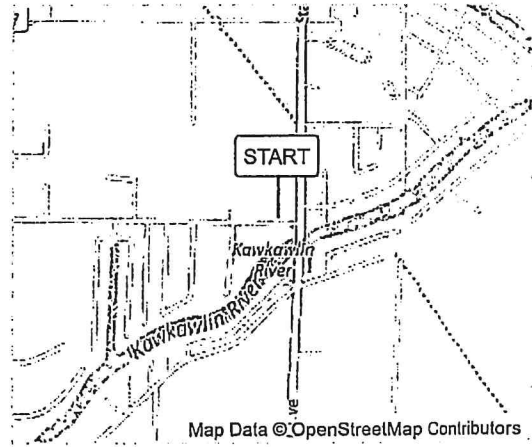
ASCENT 19 ft

DESCENT 19 ft

HILLS **↑** 9.3% | **↓** 9.3% | **→** 81.5%

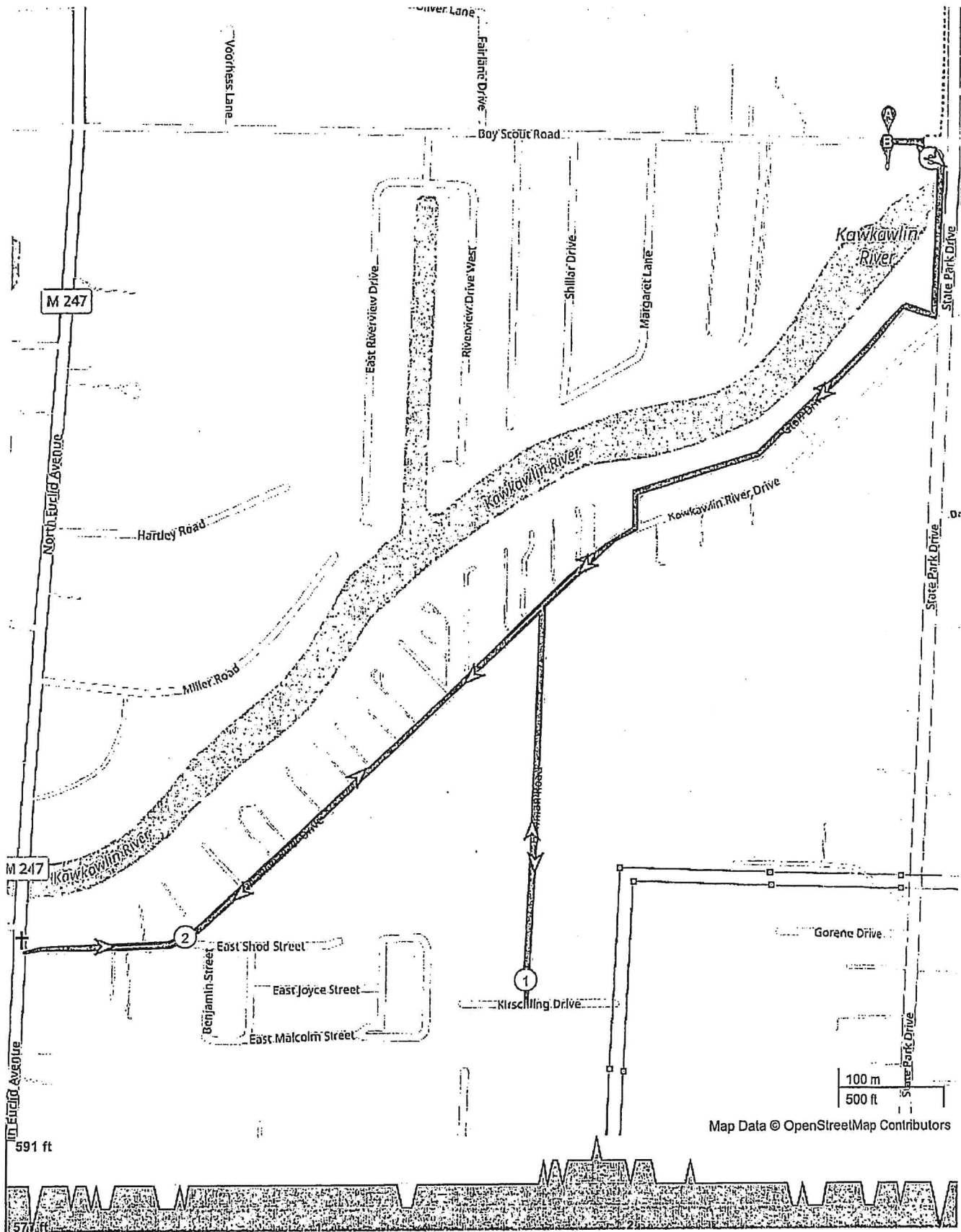
TERRAIN Mixed **A**

START **LAT: 43.652614, LNG: -83.898610**



## NOTES

# Driathlon 2021 Run



### ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Boy Scout Road
2	0.031	→	Turn right
3	3.060		FINISH

7F

COMMISSIONERS

WILLIAM A. JORDAN  
Chairman

WILLIAM E. SCHUMACHER  
Vice-Chairman

JACOB D. HILLIKER  
Commissioner

# Bay County Department of Water and Sewer

3933 PATTERSON ROAD, BAY CITY, MICHIGAN 48706-1919  
TELEPHONE (989) 684-3883 FAX (989) 684-5510  
www.baycodws.org

WILLIAM J. BOHLEN, DIRECTOR



Bay County Road Commission  
JAMES C. LILLO, P.E.  
ENGINEER-MANAGER

May 26, 2023

Karie Wardynski, Treasurer  
Charter Township of Bangor  
180 State Park Drive  
Bay City, MI 48706-1899

**RE: 2829 S 2 Mile Rd  
B1015-16549-03**

Dear Karie:

On May 22, 2023 Dave Skinner from Dave's Excavating called to schedule an appointment to witness a capping of the sewer at the above address. Our technician was at the service address on May 24, 2023 and verified that the house was demolished and that the sewer line was capped.

Per Dave Skinner, the property owner is not going to rebuild and is requesting we stop billing the Sewer Debt charge.

If the Township does not have any additional information regarding this account, I request Board approval to discontinue billing for sewer debt and close the account effective May 24, 2023.

After reviewing the information contained in this letter, will you please indicate on page two of this letter how the township would like to handle this account. Please return this copy to our office so we may adjust the billing to reflect your Board's decision.

Charter Township of Bangor

2829 S 2 Mile Rd  
May 26, 2023

As always, thank you for your assistance in resolving this matter. If you need additional information, please don't hesitate to contact me.

Sincerely,



Rachel Charboneau  
Customer Service Supervisor  
Bay County Department of Water & Sewer

Please check (✓) one option and return one copy of this letter to my attention.

Discontinue billing for sewer debt effective May 24, 2023.

Continue billing sewer debt charges.

-----  
\_\_\_\_\_  
  
Authorized Township Representative:

\_\_\_\_\_  
\_\_\_\_\_  
  
Date Approved



76

COMMISSIONERS

WILLIAM E. SCHUMACHER  
Chairman

WILLIAM A. JORDAN  
Vice-Chairman

KEVIN D. SHARK  
Commissioner

# Bay County Department of Water and Sewer

3933 PATTERSON ROAD, BAY CITY, MICHIGAN 48706-1919  
TELEPHONE (989) 684-3883 FAX (989) 684-5510  
www.baycodws.org

WILLIAM J. BOHLEN, DIRECTOR



Bay County Road Commission  
JAMES C. LILLO, P.E.  
ENGINEER-MANAGER

May 22, 2023

Karie Wardynski, Treasurer  
Charter Township of Bangor  
180 State Park Dr  
Bay City, MI 48706-1899

**RE: 3532 E Wheeler Rd  
B2002-14974-01**

Dear Karie,

On August 22, 2022 we did a final reading for the property at 3532 E. Wheeler Rd and the service were put into the name of Jennifer Borton. When the account was read again for Ms. Borton's first billing there was 36 units of water that was used. Since this was Ms. Borton's first bill, we did not contact her because she did not have any history established. Ms. Borton's first bill was for a total of \$337.87 which customer paid in full.

On November 1, 2022 Ms. Borton's husband, Adam, and stated that he had turned on the water in the home to do some work and after he was finished, he noticed that he had registered another 30 units on the meter. He stated that he checked the home for and leaks and could not find anything. A Customer Service Representative (CSR) set up an appointment to have a technician go to the home to see if we could find the problem. On November 4, 2022 a technician found that the customer has a line running to a detached garage and that line had a leak under the crawl space. The meter had read another 211 units. The water did not enter the Sanitary sewer system.

On December 21, 2022 we did another final reading (only 1 unit used) because Ms. Borton had sold the home and we mailed out a final bill for a total of \$2015.51 that was due on January 5, 2023. On April 3, 2023 I spoke with the new property owner, Theresa Gil, and explained that is this final bill was not paid it would be applied to the property taxes as a special assessment. Mrs. Gil stated that the previous property owner was going to take care of this bill. On April 4, 2023 Ms. Borton' husband called and stated that the new property owner was not going to make the repairs to the line to the garage at this time. He also wanted to know if anything could be done with a portion of the sewer charges. I explained to him that I would need a letter requesting a credit on the sewer portion which Ms. Borton emailed to me. (See attached).

If the Township does not have any additional information regarding this account, I request Board approval to credit sewer charges in the amount of \$643.20.

After reviewing the information contained in this letter, will you please indicate below how the township would like to handle this account. Please return this copy to our office so we may adjust the billing to reflect your Board's decision.

Charter Township of Bangor  
3532 E Wheeler Rd  
May 22, 2023

As always, thank you for your assistance in resolving this matter. If you need additional information, please don't hesitate to contact me.

Sincerely,

Rachel Charboneau  
Customer Service Supervisor

Please check (✓) one option and return one copy of this letter to my attention.

- Credit account for sewer charges in the amount of \$643.20(192 units) and charge for the 20 minimum.
- Bill Customer for the full amount of \$2,015.51 (212 units).

Authorized Township Representative:

---

---

Date Approved

---

**From:** Jennifer Horton <jenhortondc@gmail.com>  
**Sent:** Monday, May 15, 2023 3:58 PM  
**To:** Rachel Charboneau <rcha@baycodws.org>  
**Subject:** Water/ sewer charge

Please submit the following letter to Bangor Township to be on the agenda for the June 13 meeting.

Dear Bangor Township Board Members,

I purchased a home at 3532 Wheeler Road during the winter of 2022. In the spring I turned on a water valve in the house which fed a hose spigot to a detached garage. The pipe had broken over the winter and water was leaking into the ground. This wasn't discovered until a high-water bill was received. Please consider a one-time sewer charge deduction for the usage from the time the property was acquired until the time the issue was resolved by the Bay County Department of Water and Sewer.

Thank you for your consideration in this matter.

Jennifer Horton





# Charter Township of Bangor

180 State Park Drive, Bay City, MI 48706 Phone: (989) 684-5427 Fax: (989) 684-5644

## INSPECTION DEPARTMENT

74

PBP2300093

### Building

Issued: 05/18/23

Expires: 11/14/23

Type of Construction: \_\_\_\_\_ Occupancy Group: \_\_\_\_\_ Edition of Code: 2015 MRC

LOCATION	OWNER	APPLICANT
4011 N EUCLID AVE SUITE 4035 010-017-100-040-00 Lot: Plat/Sub:	MANCHESTER EQUITIES LLC 24500 NORTHWESTERN HWY, STE SOUTHFIELD MI 48075 Ph.: (586) 782 4370 Fx.:	Mann Construction Inc. 260 E Oak St P.O. Box 609 Harrison MI 48625 Ph.: (989) 539 1720 Fx.:

Work Description: Alter existing space to accommodate the Michigan Rehabilitation Services Dept.

**Stipulations:**

Permit Item	Work Type	Fee Basis	Item Total
01. Construction Valuation	Standard Item	200,000.00	\$2,072.00
03. Plan Review (Valuation Fee) Buil	Standard Item	2,072.00	\$207.00
02. Plan Review (Pages) Electrical	Standard Item	<del>8.00</del> 3.00	\$200.00 75.00
Plan Review (Pages) Mechanical/Plu	Standard Item	2.00	\$50.00

"Section 23a of the State Construction Codes Act 1972, Act No. 230 of Public Acts fo 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subjected to civil fines."

Fee Total: \$2,529.00  
Amount Paid: \$2,529.00

I hereby certify that I have read and examined this application and know the same to be true and correct. I understand that this permit becomes null and void if work authorized is not commenced within 180 days. If work is not completed within 180 days, I must re-apply in writing, for a 180 days permit extension before this permit expires and pay an administrative fee.

Balance Due: \$0.00

\_\_\_\_\_  
Owner/Contractor Signature

*Plan review Refund (5) pages = \$125.00*

**Please call Inspection Department 989-684-5427 for the below required inspections. Failure to call for the required inspection may result in additional fees.**

Footing \_\_\_\_\_ Rough/Other \_\_\_\_\_ Final \_\_\_\_\_

Inspection Date \_\_\_\_\_

Inspector's Signature \_\_\_\_\_ Date \_\_\_\_\_

71



# Quotation: 216880

(DO NOT PAY FROM THIS DOCUMENT)

Quotation Date: **13 Apr 2023**

Shipping Method:

Account Rep: **Beverly Reed**

Accounting Questions: **cgrogan@phoenixoutfitters.com**

Accounting Phone: **614-203-0247**

### REMITTANCE ADDRESS

PHOENIX Safety Outfitters  
P.O. Box 20445  
Upper Arlington, OH 43220

### Physical Address:

PHOENIX Safety Outfitters  
1619 Commerce Road  
Springfield, Ohio 45504  
(937) 324-2537

### Sales Tax Registrations:

Ohio (91-050790)

Indiana (0158424336)

Michigan (41-2241348)

### EIN:

41-2241348

### Bill to:

MIKE GALLONER  
BANGOR TWP FIRE DEPARTMENT  
3921 WHEELER RD  
BAY CITY MI 48706  
UNITED STATES  
Customer Phone: 989-684-8504  
Customer Email: michaelgalloner@bangortownship.org

### Ship to:

MIKE GALLONER  
BANGOR TWP FIRE DEPARTMENT  
3921 WHEELER RD  
BAY CITY MI 48706  
UNITED STATES  
Customer Phone: 989-684-8504  
Customer Email: michaelgalloner@bangortownship.org

Item ID	Item name	Qty	Item \$	Extended \$
AV-171146	Facepiece Assy, Small, CBRN, AVON <i>Verified: [0520] Valid Thru: [123120]</i>	2	\$881.47	\$1762.94

**Subtotal \$1762.94**

MI - Tax Exempt 2017 @ 0% \$0.00

**Total \$1762.94**

Paid to date \$0.00

75

# BANGOR CHARTER TOWNSHIP PURCHASE ORDER REQUISITION FORM

VENDOR #: \_\_\_\_\_ P.O. #: \_\_\_\_\_

VENDOR NAME: MTA

New Vendor Address: \_\_\_\_\_

ACCOUNT NUMBER	DESCRIPTION	QTY	UNIT	APPRX PRICE	APPRX TOTAL
101-261-804-000	7/1/23 - 4/30/24				5488 <sup>50</sup>
549-371-804-000	Dues				1829 <sup>50</sup>
- - -					
- - -					
- - -					
- - -					
- - -					
- - -					

TOTAL = 7318<sup>00</sup>

EXECUTIVE APPROVAL:

SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

Dawn Bullock

DATE: 6.5.23

Is there money budgeted for this purchase? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, indicate in Comments and see Clerk's office to discuss.

Clerk's Office \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**MICHIGAN  
TOWNSHIPS  
ASSOCIATION**

PO Box 80078  
Lansing, MI 48908-0078  
www.michigantownships.org

**Due Date:** 7/1/2023  
**Township ID:** 43469  
**ATTN:** Dawn Bublitz  
**County:** Bay Co.

**Bill To:**

Bangor Chtr. Twp.  
180 State Park Dr  
Bay City, MI 48706-1763

**IMPORTANT**  
Please make a photocopy of this page  
and send it with your check.

<b>Annual Dues</b>	1. Your annual dues payment for 07/01/2023 to 06/30/2024 is:	\$7,318.00 ✓
	2. Your Legal Defense Fund contribution for the year is (optional):	\$219.54
	<i>Your dues and LDF total:</i>	\$7,537.54

*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.*

<i>Select one</i>	<i>Premium Pass (all courses included)</i>	\$ 1,900	<i>Enter the selected package price here:</i>	\$
	<i>Plus</i>	\$ 1,000		
	<i>Essentials</i>	\$ 750		

*Total the green and gold boxes above and enter the amount enclosed:* \$ 7318

**Notes:**

1. Make a photocopy of this page and send it with your check.
2. Your dues were calculated using method 3 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](mailto:service@michigantownships.org) or call us at (517) 321-6467.

Thank you very much for supporting strong township government!



**PAID**

Supervisor: 989-684-8931  
Clerk: 989-684-8041  
Treasurer: 989-684-8531  
Fire Dept. 989-684-8504



Drop Box

MAY 10 2023

Bangor Township

Assessor: 989-684-7100  
Inspection: 989-684-5427  
Enforcement: 989-684-9700  
Fax: 989-684-5644

7K  
COPY

New

#1

SCANNED

**INDIVIDUAL APPLICATION FOR RENTAL DWELLING REGISTRATION**

- Rental Address: 3031 E. Fisher Rd., Bay City, MI 48706
- Number of Units: 1 Number of Off-Street Parking Spaces Provided: 4
- Annual Registration Update  New Registration

- Single Dwelling Unit  Duplexes  Multiple Dwelling  Hotels

Name of Property Owner: George & Lottie Penno  
Mailing Address: 3269 Bay Scout Rd.  
City: Bay City State: MI Zip Code: 48706  
Telephone: Home: 989-225-7359 Cell: 989-225-7359  
Email Address: gpenno43@icloud.com

**PROPERTY MANAGER IS REQUIRED IF OWNER LIVES OVER 50 MILES FROM RENTAL**

Name of Property Manager: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: Home/Business: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email Address: \_\_\_\_\_

I hereby certify that I am the owner for the above rental property. Application is hereby made for Rental Dwelling Registration. I understand that the Township's Property Maintenance Code, Ordinance #252, as amended, requires periodic inspection of rental properties and the payment of inspection fees.

Signed: [Signature] Date: 5-10-23

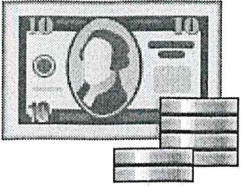
- Note:**
- RENTAL DWELLINGS MUST BE IN COMPLIANCE WITH THE PROPERTY MAINTENANCE CODE.
  - ALL INFORMATION REQUESTED ABOVE IS REQUIRED TO BE PROVIDED PRIOR TO APPROVAL OF APPLICATION.

Approval by: \_\_\_\_\_ Date: \_\_\_\_\_

Full refund - Not a rental - Immediate family member occupies the home

RECEIPT NUMBER

00028887



**Charter Township of Bangor**

180 State Park Drive

Bay City, MI 48706

Ph: (989) 684-5427

Fax: (989) 684-5644

**Paid By**

PENNO, GEORGE & LOTTE

3269 BOY SCOUT RD

BAY CITY, MI 48706

06/06/2023

Type	Record	Category	Description	Amount
Certificate	CR2300065	Standard Item	01. Single Dwelling Unit	\$ (75.00)

**Total \$ (75.00)**

Cash

Check

Credit

Transferred

**Tendered \$ 0.00**

**Change \$ 0.00**

**To Overpayment \$ 0.00**


# BANGOR CHARTER TOWNSHIP PURCHASE ORDER REQUISITION FORM

7L

VENDOR #: \_\_\_\_\_ P.O. #: \_\_\_\_\_

VENDOR NAME: CFS Inspections  
 VENDOR ADDRESS: PO Box 8238  
Searcy, AR 72145  
866-811-5237

ACCOUNT NUMBER	DESCRIPTION	QTY	APPRX PRICE	APPRX TOTAL
101-336-818-000	Annual Aerial and Ladder Testing	1	\$ 3,500.00	\$ 3,500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL =</b>			<b>\$</b>	<b>3,500.00</b>

<b>EXECUTIVE APPROVAL:</b>  _____ _____	<b>SIGNATURE:</b>  <div style="text-align: center;">           _____  <b>M. Galloner</b> </div> <div style="text-align: center;">           _____  <b>J. Tomaszewski</b> </div> <b>DATE:</b> _____ <div style="text-align: center;">6/5/2023</div>
---	---

Is there money budgeted for this purchase?     YES     NO

If not, indicate in Comments and see Clerk's office to discuss.    Clerk's Office \_\_\_\_\_

**COMMENTS:** Annual Aerial and ground ladder testing.

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# BANGOR CHARTER TOWNSHIP PURCHASE ORDER REQUISITION FORM

*ym*

VENDOR #: \_\_\_\_\_ P.O. #: \_\_\_\_\_

VENDOR NAME: FLSI

VENDOR ADDRESS: 8588 Carter

Freeland, MI 48623

989.695.6633

ACCOUNT NUMBER	DESCRIPTION	QTY	APPRX PRICE	APPRX TOTAL
101-336-818-000	Pump Maintenance/test	1	\$ 5,681.00	\$ 5,681.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL =</b>			<b>\$</b>	<b>5,681.00</b>

<p><b>EXECUTIVE APPROVAL:</b> <u><i>Dawn</i></u></p>	<p><b>SIGNATURE:</b> <u>M. Galloner</u> <u>J. Tomaszewski</u></p>
<p><b>DATE:</b> <u>6/1/2023</u></p>	
<p>Is there money budgeted for this purchase?    <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</p>	
<p>If not, indicate in Comments and see Clerk's office to discuss.    Clerk's Office _____</p>	

**COMMENTS:** Pump tests and maintenance for A7 (07A1),E7 (21E4),E6 (10E3) and E 6-2 (00E2).





April 3, 2023

Proposal No. 202302861

**Mr. Glenn Rowley, Supervisor**

Charter Township of Bangor  
180 State Park Drive  
Bay City, Michigan 48706

**RE: PROPOSAL FOR 2023 LANDFILL MONITORING SERVICES  
BANGOR TOWNSHIP LANDFILL  
BAY CITY, MICHIGAN**

Dear Mr. Rowley:

WSP USA Inc. (WSP) has prepared this proposal to assist the Charter Township of Bangor (Township) for compliance monitoring services at the Bangor Township Landfill. The scope of services includes the semi-annual sampling of eight landfill perimeter monitoring wells. In general, groundwater compliance monitoring will be performed in accordance with Michigan Department of Environment, Great Lakes, and Energy (EGLE) requirements for landfills.

The wells will be gauged to establish the current groundwater gradient at the site prior to purging. After gauging, the wells will be purged and sampled using either a disposable bailer or a peristaltic pump. During field sampling activities, the specific conductivity and pH will be recorded for each monitoring well and pond sample.

The groundwater samples will be submitted to an analytical laboratory under standard chain of custody procedures. The groundwater samples will be analyzed for EGLE's Per- and Polyfluoroalkyl Substances (PFAS) Recommended Minimum Laboratory Analyte List dated February 2022 by appropriate EPA methodologies. The collected samples will be submitted for standard analytical turnaround time, which for PFAS analysis results are typically not available for several weeks following submittal to the laboratory.

The semi-annual sampling report will include a groundwater gradient diagram, analytical summary data tables, analytical data, and well sampling logs. An electronic copy of the report will be delivered approximately six weeks after the completion of the field activities. Two bound copies of the report will be provided to the Township with one copy of the report to be submitted to EGLE by the Township.

WSP will complete the scope of services on the compliance monitoring wells for an annual lump sum fee of \$20,600 for the 2023 sampling events. WSP will perform its services in accordance with the WSP Terms and Conditions attached to this proposal. A Proposal Authorization Form has also been attached, please sign, and return a copy to authorize these services. This estimated cost and proposed scope of work are based on information available to WSP at this time. If conditions change, unforeseen circumstances are encountered, or

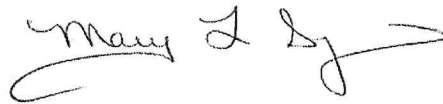
work efforts are redirected, the cost estimate may require modification. No additional work will be performed without authorization from the Charter Township of Bangor.

WSP appreciates the opportunity to submit this proposal to the Charter Township of Bangor. Please feel free to contact Stephen Thumma (989-652-5425) with questions or comments concerning the proposal.

Sincerely,  
**WSP USA Inc.**



Stephen E. Thumma, P.E.  
*Lead Consultant*



Mary L. Siegan, P.E.  
*Lead Consultant*

SET/MLS

Attachments: 2023 Proposal Acceptance Form and General Terms and Conditions (9 pages)



PROPOSAL ACCEPTANCE FORM - TERMS AND CONDITIONS  
(EARTH AND ENVIRONMENT)

PROPOSAL NUMBER: 202302861

RE: Charter Township of Bangor 2023 Landfill Monitoring Services

SUBMITTED this 5 day of April, 2023.

BY: Stephen Thumma  
for CONSULTANT, defined as: WSP USA Inc.

The Proposal dated April 3, 2023, attached hereto and WSP USA Inc.  
Terms and Conditions (dated 03/01/2022), comprise the entire agreement between  
WSP USA Inc. and Client.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_

FOR: Client Name and Address (Print or Type)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please address invoices to:	Please address deliverables and notices to:
ATTN:	ATTN:

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of WSP USA Inc.)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_



## TERMS AND CONDITIONS (EARTH AND ENVIRONMENT)

### 1. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals practicing contemporaneously, under similar conditions, in the same locality, subject to the time limits and financial, physical, or other constraints applicable to the Services. No warranty, express or implied is made.

### 2. INVOICES AND PAYMENT TERMS

A. Unless otherwise specified in any proposal, CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. If notice is not received within (10) days of receiving the invoice, the invoice is deemed to be correct, and CLIENT shall pay CONSULTANT the full sum according to the invoice. Full payment is due prior to delivery of CONSULTANT'S final deliverable. All monies due to CONSULTANT shall be paid in US \$ (Dollars) unless specifically detailed otherwise. CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of, or construction, on property contemplated by this Agreement. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CONSULTANT shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by CONSULTANT in pursuit of past due payments.

B. Where the cost estimate for the Services is "not to exceed" a specified sum, CONSULTANT shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

C. If CONSULTANT is required by the CLIENT to provide additional services outside the scope of the Services set out in the proposal, the CLIENT shall make payment according to the hourly rates and sums set out in the proposal.

D. Support for depositions, response to Subpoenas, legal or regulatory proceedings, and expert testimony shall be charged at 150% of the labor rates set forth in the proposal.

### 3. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. to the extent such modifications change the Services, schedule, and/or the cost, the parties shall mutually agree upon equitable adjustment as appropriate under the circumstances. CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a change order request outlining the changes to the scope, schedule, and/or cost. CLIENT has a duty to promptly consider the change order request and advise CONSULTANT in a timely manner in writing on how to proceed. If, after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

### 4. SCHEDULE

CONSULTANT agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, as stated in Article 1, Standard of Care.





## 5. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or differing site conditions are encountered, Services under this Agreement may be delayed. The schedule and contract completion date shall be extended accordingly, and CLIENT shall pay CONSULTANT for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, site conditions or conditions related to unrevealed hazardous materials which prevent or inhibit performance of Services.
- B. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as governmental authorities, regulatory agencies, civil or labor unrest, epidemics or pandemics, acts of God, nature, or terror, disruptions of the Internet, electronic telecommunications or hosting services or any other events that are beyond the reasonable control of the parties. In the event of any such delays, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment.
- C. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## 6. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then CONSULTANT'S obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). CONSULTANT will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do CONSULTANT'S Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

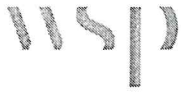
## 7. INDEMNIFICATION

- A. To the maximum extent allowed by law, CONSULTANT agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses, or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to be proximately caused by CONSULTANT'S negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against CONSULTANT.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of CONSULTANT, including but not limited to claims made by third parties, or any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of CONSULTANT. Such indemnification shall not apply to the extent that such claims, damages, losses, or expenses are finally determined to be proximately caused by CONSULTANT'S negligence.

## 8. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify CONSULTANT in writing of any deficiencies or suspected deficiencies arising directly or indirectly from CONSULTANT'S negligent acts, errors, or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and CONSULTANT agree that all liability arising directly or indirectly from this Agreement or the Services of CONSULTANT shall





expire no later than one (1) year from the date of CONSULTANT'S acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

- B. CLIENT agrees to limit the liability of CONSULTANT, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("CONSULTANT Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from CONSULTANT'S acts, negligence, errors or omissions, such that the total aggregate liability of the CONSULTANT Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or CONSULTANT'S total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential, or punitive damages.

**9. INSURANCE**

A. CONSULTANT maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability
  - Combined Single Limit                    \$5,000,000
- (iii) Commercial General Liability:
  - Each Occurrence                            \$3,500,000
  - General Aggregate                         \$7,500,000
- (iv) Professional Liability Insurance
  - Any One Claim                              \$1,000,000
  - Policy Aggregate                            \$3,000,000

B. CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgment of CONSULTANT would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

**10. PROFESSIONAL WORK PRODUCT**

- A. The Services provided by CONSULTANT are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by CONSULTANT are considered its professional work product (the "Documents"). CONSULTANT retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by CONSULTANT to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors, or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT'S or otherwise, without CONSULTANT'S prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT'S sole risk and that CLIENT will defend, indemnify, and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.

**11. DATA AND INFORMATION**

A. **Project Information.** Before the commencement of Services by CONSULTANT or its subcontractors, and continuing thereafter, CLIENT shall immediately notify CONSULTANT of any known or potential health or safety hazards, hazardous substances or conditions existing on or near the project site. Furthermore, CLIENT shall promptly provide CONSULTANT with all relevant, reports data, studies, plans, specifications, documents, and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas ("Project Information") or any other information related to the project that CONSULTANT may reasonably request. CONSULTANT shall be entitled to rely upon the Project Information provided by CLIENT or others and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim



against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from incomplete Project Information, errors, omissions, or inaccuracies in the Project Information. CONSULTANT will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CONSULTANT'S data, interpretations, or recommendations.

- B. **Personal Information.** Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

## 12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for CONSULTANT to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 13. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological, and other conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. CONSULTANT will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

## 14. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, CONSULTANT will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT'S direction and expense unless otherwise specified in a separate Agreement or addendum to this Agreement. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by CONSULTANT and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste, or materials from the project property site, and derived from CONSULTANT'S performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and CONSULTANT is required to execute any such documents on CLIENT'S behalf, CLIENT acknowledges that CONSULTANT shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler,





generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

#### **15. CONTROL OF WORK AND JOB-SITE SAFETY**

- A. CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT'S Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier, or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

#### **16. PUBLIC RESPONSIBILITY**

CLIENT has a duty to comply with applicable codes, standards, regulations, and ordinances, with regard to public health and safety. While CONSULTANT performs the Services, it will endeavor to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations, or ordinances. If CLIENT decides to disregard CONSULTANT'S recommendations in these respects, (i) CONSULTANT shall determine in its sole judgment if it has a duty to notify public officials, and (ii) CONSULTANT has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty. In states where there is a legal obligation for a licensed professional (employed by CONSULTANT or CONSULTANT as a company) to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, CONSULTANT shall make reasonable efforts to first notify the CLIENT and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

#### **17. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS**

- A. Prior to commencing the Services and as required by Article 10, Data and Information, CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature, or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. CONSULTANT may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not CONSULTANT'S, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONSULTANT shall be fairly compensated.



## 18. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, CONSULTANT shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CONSULTANT may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records, and reports.

## 19. DISPUTES

- A. **Dispute Resolution by Senior Management.** Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. **Litigation.** This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.
- C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

## 20. INTELLECTUAL PROPERTY

- A. If the Services require CONSULTANT to provide CLIENT with the right to use or access proprietary CONSULTANT software, programs, information management solutions, hosting services, technology, designs, information, or data ("CONSULTANT Products"), CONSULTANT grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the CONSULTANT Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, CONSULTANT expressly reserves all other rights in and to the CONSULTANT Products.
- B. **CONSULTANT'S Right to Use CLIENT Materials** - If the Services require CLIENT to provide CONSULTANT with the right to use or access proprietary CLIENT software, programs, technology, information, or data ("CLIENT Products"), CLIENT grants CONSULTANT a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. **Intellectual Property General** - CONSULTANT shall own all Intellectual Property (as hereinafter defined) associated with the Services and the CONSULTANT Products, together with any modifications, updates, or enhancements to said Intellectual Property. CONSULTANT grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to CONSULTANT any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. CONSULTANT may use and publish the CLIENT's name





and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT'S experience and qualifications.

- D. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 21. INFORMATION MANAGEMENT

Some CONSULTANT Products may be offered to CLIENT via the Internet and some CONSULTANT Products may utilize wireless radio communications. Atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless device, software, or technology (including, but not limited to information management solutions, hosting services, ftp, and extranet services), just as application size, traffic, bottlenecks, and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of CONSULTANT and that CONSULTANT makes no representations or guarantees that CLIENT will be able to access any particular CONSULTANT Product at any given time without any error or interruption.

## 22. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that CONSULTANT can retain subconsultants, who may be affiliated with CONSULTANT, to provide Services for the benefit of CONSULTANT. CONSULTANT will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages, or other liabilities from CONSULTANT and not CONSULTANT'S affiliated companies.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify CONSULTANT in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use CONSULTANT'S name or any reference to the Services in any press release or public document without the express, written consent of CONSULTANT.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of New York unless the law of another jurisdiction must apply for this Agreement to be enforceable.





- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to CONSULTANT, with postage thereon fully prepaid if sent by mail or express courier.
- I. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any resulting Work Order, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system, to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereby waive any objection to the contrary.
- J. CLIENT represents and warrants that the individual signing this Agreement is an authorized representative of CLIENT and has authority to bind the CLIENT.

REV: 03/01/2022

**RESOLUTION TO ESTABLISH A PLANT REHABILITATION DISTRICT**

During a Regular Meeting of the Township Board of the Charter Township of Bangor, County of Bay, State of Michigan, held in Charter Township of Bangor Administration Building located at 180 State Park Drive, on June 13, 2023 at 6:00 p.m., Prevailing Eastern Time.

PRESENT:  
ABSENT:

The following resolution was offered by: \_\_\_\_\_ and supported by: \_\_\_\_\_.

**Resolution Establishing a Plant Rehabilitation District for 09-010-300-005-00, 4675 Wilder Road, Bay City, MI 48706.**

WHEREAS, pursuant to PA 198 of 1974, as amended, this Board has the authority to establish "Plant Rehabilitation Districts" within Bangor Charter Township; and

WHEREAS, the Township Board wishes to establish a Plant Rehabilitation District on property located at 4675 Wilder Road in Bangor Charter Township hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Pinconning Journal and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on June 13, 2023 a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of Bangor Charter Township were afforded an opportunity to be heard thereon; and

WHEREAS, the Board deems it to be in the public interest of Bangor Charter Township to establish the Plant Rehabilitation District as proposed; and

IT IS HEREBY DETERMINED that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Bangor Charter Township that the following described parcel of land situated in Bangor Charter Township, Bay County, and State of Michigan, to wit:

Sec 10 T14N. R5E. Commencing at S ¼ corner of said sec. Thence N 89°56'14" W 1653.26 ft Thence N 03°03'33" E 43.06 to N Right of Way ln of Wilder Rd. to point of beginning. Thence continuing N 03° 03'33" E 688.41 ft to S right of way ln of Huron & Western RR.

Thence S 89°53'04" E 957.61 ft; thence S 00°06'56" W 1.00 ft; thence Alg a Arc to the right 510.93 ft, having a radius of 698.74 ft, a central angle of 41°53'45" and a chord bearing and distance of S 70°28'20" E 499.63 ft; thence continuing SE'ly 422.45 ft along a curve to right, having a radius of 535.49 ft a central angle of 45°12'06" and a chord bearing & distance of S 26°10'47" E 411.58 ft thence S 01°12'16" E 150.00 ft, thence N 89°56'14" W 1649.97 ft to point of beginning

Except:

Commencing at S ¼ corner of SD Sec., thence N 1°45' W 43.00 ft, thence S 86°59' W 2.00 ft to point of beginning, thence N 1°45" W 150.00 ft; thence S 86°59' W 150.00 ft; thence S 1°45' E 150.00 ft, thence N 86°59' E 150 feet to point of beginning.

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended, to be known as 4675 Wilder Road Plant Rehabilitation District No. 1.

**ROLL CALL VOTE:**

AYES:

NAYS:

**RESOLUTION DECLARED ADOPTED.**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Charter Township of Bangor at a regular meeting held on June 13, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Dawn Bublitz, Clerk  
Bangor Charter Township

# PUBLIC NOTICE

RESIDENTS AND PROPERTY OWNERS OF  
THE CHARTER TOWNSHIP OF BANGOR, BAY COUNTY, MICHIGAN

**NOTICE IS HEREBY GIVEN that at the Regular Meeting of the Bangor Township Board, Bangor Township, Bay County, Michigan held Tuesday, the 13th of June, 2023, at 6:00 p.m. Prevailing Eastern Time, at the Bangor Township Administration Building, 180 State Park Drive, Bay City, Michigan, a public hearing will take place to establish a Plant Rehabilitation District for 4675 Wilder Road.**

The public is welcome to express their views for and against the proposal in person or by addressing written comments to:

Dawn Bublitz  
Bangor Township Clerk  
180 State Park Drive  
Bay City, MI 48706-1763

Bangor Charter Township will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing-impaired and readers for printed materials being considered, to individuals with disabilities at the meeting upon sufficient notice. Individuals requiring auxiliary aids or services should contact the Township by calling the Township Clerk at (989) 684-8041 or writing the Clerk at the above address.

DATED: This 22<sup>nd</sup> day of May 2023

/s/ Dawn Bublitz

---

Dawn Bublitz  
Bangor Township Clerk

May 23rd, 2023

Dawn Bublitz  
Bangor Township Clerk  
180 State Park Drive  
Bay City, MI 48706-1763

RE: Establishment of Plant Rehabilitation District  
Parcel ID #: 010-010-300-005-00  
Owner: 4675 Wilder, LLC  
Address: 4675 E Wilder Rd, Bay City, MI

Dear Ms. Bublitz:

The purpose of this letter is to request that Bangor Township establish a Plant Rehabilitation District pursuant to Public Act 198 of 1974 as amended. The district would fall under the legal boundaries as attached.

This site is under consideration for rehabilitation and development opportunities. You may direct questions to Jim Reaume at Bay Future, Inc. at 989-892-1400 or you may contact me directly.

Thank you for your consideration.

Sincerely,



Paul Aultman

Cc: Jim Reaume, Bay Future, Inc.  
Tod Fackler, Bangor Township Assessor  
Attachment: Legal Description



Supervisor: 989-684-8931  
Clerk: 989-684-8041  
Treasurer: 989-684-8531  
Fire Dept. 989-684-8504



Assessor: 989-684-7100  
Inspection: 989-684-5427  
Enforcement: 989-684-9700  
Fax: 989-684-5644

May 30, 2023

Re: Assessor's statement of SEV for the entire plant rehabilitation district,  
Parcel ID #: 09010-010-300-005-00  
Address: 4675 E Wilder Rd, Bay City, MI

To Whom it may concern.

The State Equalized Value (SEV) and Taxable Value (TV) for property in the plant rehabilitation district excluding land as of December 31, 2022. This rehabilitation district does not have any personal property.

	SEV	TV
Real Property (Excluding Land)	563,050	374,289
Personal Property	-0-	-0-
Total (Excluding Land)	563,050	374,289

Respectfully,

Tod Fackler, MAAO, MCPPE  
Bangor Charter Township  
180 State Park Dr.  
Bay City, MI 48706  
todfackler@bangortownship.org

MEDIAL AND ADULT USE MARIHUANA PERMIT RENEWALS - 2023

11 E

<b>Business Name</b>	<b>Address</b>	<b>Medical</b>	<b>Adult-Use</b>
NH Ventures 2, LLC	3389 S. Huron Road	Provisioning Center	Retailer
Michigan Flowers, LLC	4451 Ace Commercial Ct		<b>Grower, Class C x 3</b>

Create Date.Calendar  
ORI

(Multiple Items)  
MI0910900

Row Labels	Call Count
<b>Bangor Twp</b>	<b>922</b>
<New Call>	20
911 Informational Purposes	1
Abandoned Vehicle	2
Abdominal Pain/Problems	4
ANIMAL ABUSE/NEGLECT	5
ANIMAL NUISANCE CMP	8
Area Check	16
Assault	10
Assault with Deadly Weapon	1
B&E ALARM	21
Back Pain	3
Bomb Threat	1
BREATHING PROBLEMS	15
Building Check	4
Business contact	2
Carbon Monoxide No Symptoms	2
CARDIAC ARREST	6
Check Wellbeing	43
CHEST PAIN	14
Citizen Assist	21
Code 59	5
Disabled Vehicle	10
Dispute	13
Ditch	2
Domestic	10
Dumping Complaint	1
Fail To Return Vehicle	1
FALLS	21
False Alarm	2
Family Trouble	10
Fight	2
Fire Alarm	5
Fireworks	1
Follow Up	31
Found Property	1
Fraud/Identity theft	3
Gas Inside Structure	2
Gas Leak Outside Structure	2
Gun Call	3
Harrassment	6
Headache	1

HEART	3
Hemorrhage/Laceration B	4
Hemorrhage/Laceration C	1
Hemorrhage/Laceration D	4
Hemorrhage/Lacerations	1
Hit & Run Accident	8
HOLD UP ALARM	6
Impound	1
Interview	3
Larceny	11
Larceny from Auto	8
Liquor Inspection	6
Loud Party, People, Music, etc.	9
Malicious Destruction of Property	2
Medical Problem	37
Mental Pick Up	1
Minor in Possession	1
Missing Person	2
Missing Person-NonEndangered	1
Notification	1
Open Burning Complaint	5
Operating Under Influence of Liquor	5
Out with subject	13
Overdose/Poisoning C	2
Overdose/Poisoning E	1
PANIC ALARM	3
Paper Service	6
Parking Complaint	2
Problem between Neighbors	2
Property Damage Accident	35
Psychiatric/Abnormal Behavior	6
Railroad malfunction	1
Reckless Driving	16
Repossession - car, boat, tv, etc.	3
Road Closure	1
Road Hazard	1
Road Rage	2
Runaway	6
SEIZURE	1
Shoplifter/Shoplifting Complaint	5
Sick Person	33
Simulated Exercise	1
Special Attention	4
Stand By	5
Stolen Vehicle	3
Stroke/TIA	3
Structure Fire	4

Subj Locked out of car/house	2
Susp Subj or Vehicle	20
Threats	8
Traffic Light Malfunction	1
Traffic Stop	224
Traffic/Transportation	1
Transport	2
Traumatic Injuries D	1
Trespass Complaint	2
UNCONSCIOUS/FAINTING	10
UNKNOW PROBLEM/MAN DOWN	1
Unknown 911 Call	1
Unknown Accident	6
Unknown Fire	2
Unknown problem/Man down	1
Unwanted subject	16
Vehicle Fire	2
VIN Verification	5
Violation of Personal Protection Order	2
VPHC/VCSA	2
Warrant Attempt/Arrest	3
<b>Grand Total</b>	<b>922</b>



Venue	
	^
Applegate	
Argyle Twp	
Auburn	
Austin Twp	
Bangor Twp	
Bay City	
Beaver Twp	v

Month	
December 2022	^
January 2023	
February 2023	
March 2023	
April 2023	
May 2023	
June 2023	
April 1888	v



# CHARTER TOWNSHIP OF BANGOR

## FIRE DEPARTMENT

180 STATE PARK DRIVE

BAY CITY, MI 48706

(989) 684-8504

### Public Safety Report

June 5, 2023

#### Incident Statistics

- Bangor FD responded to 227 requests for service in May, bringing our year to date total to 1068, which is 17 calls above the same reporting period in 2022.
- In May there were 47 overlapping incidents, which accounts for 30% of the incidents.
- EMS accounted for the largest percentage of calls in May.
- Response time averages for May:
  - Emergency 4.55 minutes
  - Non-Emergency 6.00 minutes

#### Department Training

- Training completed in April totaled more than 250 hours. Topics covered are listed below:
  - In-House:
    - POC apparatus checks
    - Engineer training
    - EPR Reporting
    - OB / Peds Med Administration
    - Hose Testing / Hose Loads
    - Hydrant maintenance
  - Outside:
    - MABAS
    - Leadership
    - Technical Rescue – Trench Rescue and Confined Space
    - NFPA 1041 Instructor I
    - ICS 300
  - Shift:
    - Driver training
    - Engineer training
    - Leadership
    - Pump operations
    - Communications / Chain of Command
    - Traffic Incident Management
    - Responder Safety
    - Ventilation / Ladder placement

#### Miscellaneous

- FF Sarnowski recently completed and passed the Fire Instructor I class. Congratulations!
- FF's Baker and Killinger have passed their probationary period. Congratulations!
- We conducted a Physical Ability Test May 13<sup>th</sup> for two prospective POCs, both passed.

**Check your smoke and carbon monoxide alarm batteries and practice fire escape plans, which include two escape routes and an outside meeting place.**



- We will be participating in a mass casualty incident training in July with many local agencies, including Bay City Public Safety, Essexville Public Safety, Kawkawlin Fire Dept., Bay County Sheriff Dept, SE MI Dive Team, US Coast Guard, Medstar and Patriot, and Mi DNR. Stay tuned for more information.

**Personnel**

- We have several members that are participating in the National Cancer Registry which was created to collect data on cancers that are more prevalent among firefighters. The goal is to gather as much data as we can to better understand these cancers and help future generations guard against them.
- Amber Streu, our latest POC hire, has graduated the Fire Academy and already got her feet wet at a structure fire.
- We have tested 2 applicants for POC and will be putting them on the roster soon.

**Apparatus/Equipment**

- The department is researching grants to replace older equipment and improve firefighter safety.
- We have established an apparatus committee to begin looking at replacing some of our older apparatus.

**Mutual Aid Report Details**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<u>Given</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>Received</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>

<u>Date</u>	<u>Given/Received</u>	<u>Community</u>	<u>Incident #</u>	<u>Call Type</u>
01/11/2022	Given	BCPS	2023-0072	Medical
3/3/2023	Given	Monitor	2023-0442	Medical
4/4/2023	Given	BCPS	2023-0650	Structure Fire
4/12/2023	Received	Monitor	2023-0705	Structure Fire
5/16/2023	Given	Kawkawlin	2023-0942	Structure Fire
5/25/2023	Received	Mon, BCPS, Kaw	2023-1020	Structure Fire
5/29/2023	Received	Monitor	2023-1047	Structure Fire

**Fire Prevention & Education**

	<u>May</u>	<u>Y-T-D</u>	<u>Kids</u>	<u>Kids Y-T-D</u>	<u>Adults</u>	<u>Adults Y-T-D</u>
Station Tours	3	0	23	23	17	23
Pub Ed/Events	3	0	0	0	0	0
Burn Permits	20	48	N/A	N/A	N/A	N/A
FM Plan Reviews	0	0	N/A	N/A	N/A	N/A
FM Inspections	0	0	N/A	N/A	N/A	N/A
Eng. Co. Insp's	12	12	N/A	N/A	N/A	N/A
Smoke Detects	1	3	N/A	N/A	N/A	N/A
CO Detects	0	0	N/A	N/A	N/A	N/A
Key Boxes	1	2	N/A	N/A	N/A	N/A
Car Seats	3	3	N/A	N/A	N/A	N/A

Check your smoke and carbon monoxide alarm batteries and practice fire escape plans, which include two escape routes and an outside meeting place.





Public Safety Message of the Month:

# MICHIGAN FATAL FIRE STATISTICS

2022

**132** PEOPLE died in 113 FIRES

**↑ 23%**  
INCREASE  
In deaths compared to 2017-2021 average

**↑ 20%**  
INCREASE  
In fires compared to 2017-2021 average



**16** MULTI-FATAL FIRES resulting in **35** deaths



**ONLY 33%** of homes were reported as having **working smoke alarms**



**27%** of victims were reported as disabled



**5%** of victims were reported to be veterans

### REPORTED HOME VALUES

as compared to Michigan's \$150,000 median value



**47%** OF HOMES with fatal fires valued **below**

**16%** OF HOMES with fatal fires valued **above**

**14%** APARTMENTS/COMMERCIAL



### SMOKE ALARMS SAVE LIVES!

Put one on **EVERY LEVEL** in **EVERY BEDROOM**



Change batteries **EVERY YEAR** OR WHEN **IT CHIRPS** and replace every **TEN YEARS**

**TEST** smoke alarms every month

**GENDER**



**62%**  
MALE



**37%**  
FEMALE

1% not reported

**AGE**

4% not reported

24% 0-39 years old

41% 40-69 years old

31% 70+ years old

**TIME**

6pm - 6am **61%**

6am - 6pm **39%**

**DAYS**

Most fatal fires occurred on **Monday & Tuesday**

### TOP 3 FATAL FIRE CAUSES



SMOKING



ELECTRICAL



HEATING

### TOP 3 AREAS OF ORIGIN



LIVING ROOM



BEDROOM



KITCHEN

(These numbers reflect only the reported fires.)

### MI PREVENTION HOME SAFETY VISITS

Visited

**3040** HOMES

**41%** OF HOMES

had NO working smoke alarms

Installed

**8897** SMOKE ALARMS

&

**2337** CO ALARMS

Visited with

**6510**

COMMUNITY MEMBERS



[MFISfoundation.org](http://MFISfoundation.org)

Check your smoke and carbon monoxide alarm batteries and practice fire escape plans, which include two escape routes and an outside meeting place.

