



BOARD OF TRUSTEES
Regular Meeting
January 10, 2024
7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
 - a. Mid-Michigan Aquatic Recreation Authority (MMARA) Presentation by Lisa Diaz
6. PUBLIC HEARINGS
 - a. Michael Engineering, 5625 Venture Way, IFTE Request
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda

Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
8. CLOSED SESSION
9. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. 2023 Planning Commission Annual Report
 - C. Board Member Reports
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – December 13, 2023 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
11. NEW BUSINESS
 - A. Discussion/Action: (Smith) Late Fee Waiver Request – Account 04251 2366 Sandstone Drive
 - B. Discussion/Action: (Stuhldreher) Consider/Approve an At Will Department Director’s Agreement as to form

12. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
13. MANAGER COMMENTS
14. FINAL BOARD MEMBER COMMENT
15. ADJOURNMENT

Hybrid Meeting Instructions for the Charter Township of Union Board of Trustees Meeting

The public can view all Union Township meetings live by clicking on our [YouTube Channel](#). For those who would like to participate during public comment, you can do so via Zoom.

[Click here](#) to participate in the Zoom Meeting via computer or smart phone. (Meeting ID Enter “861 1599 5624” Password enter “926394”). Access to the electronic meeting will open at 6:50 p.m. and meeting will begin at 7:00 p.m.

Telephone conference call, dial (312-626-6799). Enter “861 1599 5624” and the “#” sign at the “Meeting ID” prompt, and then enter “926394” at the “Password” prompt. Lastly, re-enter the “#” sign again at the “Participant ID” prompt to join the meeting.

- All public comments for items on the agenda will be received during the Public Comment section of the Agenda and any issue not on the agenda will be received during the Extended Public Comment section of the Agenda.
- Computer/tablet/smartphone audience: To indicate you wish to make a public comment, please use the “Reactions” icon. **Next, click on the “Raise Hand” icon** near the bottom right corner of the screen.



- **To raise your hand for telephone dial-in participants, press *9.** You will be called on by the last three digits of your phone number for comments, at which time you will be unmuted by the meeting moderator.
- Please state your name and address for the minutes and keep public comments concise.

You will be called upon once all in-person comments have been received, at which time you will be unmuted by the meeting moderator.

Persons with disabilities needing assistance should call the Township office at (989) 772-4600. Persons requiring speech or hearing assistance can contact the Township through the Michigan Relay Center at 711. A minimum of one (1) business day of advance notice will be necessary for accommodation.

To: Board of Trustees **DATE:** January 4, 2024

FROM: Mark Stuhldreher, Township Manager **DATE FOR CONSIDERATION:** 1/10/2024

ACTIONS REQUESTED: To hold a hearing on an application from Michael Engineering, Ltd. for approval of a new Industrial Facilities Tax Exemption certificate and associated Agreement of Understanding for an 11,760 square-foot addition to their existing facility at 5625 Venture Way (PID 14-152-00-006-01) in an existing Industrial Development District that is part of the Enterprise Industrial Park.

Current Action Emergency

Funds Budgeted: Not Applicable No If Yes Account# _____

BACKGROUND INFORMATION

Industrial Facilities Tax Exemption – Summary and Timeframe for Consideration

Michigan Public Act 198 of 1973, as amended (MCL207.551 to MCL207.572) allows the Township to provide for a fifty percent (50%) reduction of the Township’s and all other entities’ millages for which taxes are levied for a set period of time from one (1) to twelve (12) years to encourage companies to construct, renovate, or expand a wide variety of industrial facilities and certain types of high-technology business facilities focused on advanced computing, advanced materials, biotechnology, electronic device technology, engineering or laboratory testing, medical device technology, product research and development, and advanced vehicles technology.

This is done through Board of Trustees approval of a resolution authorizing an Industrial Facilities Tax Exemption (IFTE) certificate, which must also be approved by the State of Michigan. If approved, the IFTE covers only the specific project that is the subject of the application.

Hearing and Timeframe for Consideration

Act 198 requires that the Board of Trustees hold a hearing on any application for approval of a new IFTE certificate, and to provide notice of the date, time, and place of the hearing to each of the affected taxing jurisdictions prior to review and action on the application. To comply with this requirement, all required notices of the date, time, place, and purpose of the hearing have been prepared and delivered, as followed:

1. Notification of the Township Clerk and to the Township Assessor via email;
2. Publication of a notice in The Morning Sun newspaper on December 31, 2023; and
3. Notification letters sent via first class mail or personal delivery to each of the affected taxing jurisdictions by the Township Assessor.

Per Section 6 of Act 198, the Township is required to take final action on an IFTE application within 60 days of receipt of a complete and accurate application. In accordance with this requirement, the hearing was set for the January 10, 2024, with final consideration and action on the application and associated Agreement of Understanding anticipated to be included on the following January 24, 2024 regular meeting agenda.

Previous IFTE Certificate for Michael Engineering

On April 10, 2013, the Board of Trustees approved an IFTE certificate with a 12-year term to help facilitate the establishment of a new Michael Engineering facility at 5625 Venture Way (PID 14-152-00-006-01) in the Enterprise Industrial Park south of E. Pickard Rd. (M-20) in the Township's East Downtown Development Authority (DDA) District. This 2013 IFTE certificate will expire at the end of the 2025 tax year.

Current Project

In the Spring of 2023, Michael Engineering began construction of an 11,760 square-foot addition to their existing building, which was completed in October. As noted in the two letters accompanying their application, the company's financial investment in this project exceeds \$1.36 Million. The addition will be used for manufacturing of two-part metering systems for epoxies, silicones, and urethanes, and to expand the company's product offerings in the area of industrial automation systems.

Timing of the Current IFTE Application

Michael Engineering's operations at their facility in the Township's Enterprise Industrial Park qualify for consideration of an IFTE certificate approval under the terms of Act 198. However, it must be noted that the company did not submit a complete and accurate application for approval within the maximum six (6) month period from the "*commencement of...construction of the facility*" as required Section 9(2)(c) of Act 198.

Staff recommends that the Board of Trustees proceed with the hearing on the proposed IFTE, despite the lateness of the application. There is a provision in this same Section 9 of the state Act which allows for consideration of a late application for a "*facility located in an industrial development district that otherwise meets the criteria of this act that has received written approval from the chairperson of the Michigan economic growth authority*" (Section 9(2)(h)(x)). If the IFTE is approved by the Township, it will be up to the applicant to apply for and secure this additional "*written approval*" prior to any final consideration by the State of Michigan.

The application was also received well after the 10/31/2023 deadline set by Act 198 for consideration of a tax abatement in the 2024 tax year.

Agreement of Understanding – Summary of Key Elements

As part of any approval of the application, an Agreement of Understanding would need to be executed between the parties as required by Public Act 198 of 1974, as amended, which provides that a new IFTE certificate shall not be approved unless a written agreement is entered into between the local unit of government and the company, which sets the conditions upon which the Township shall rely in approving the application.

A draft Agreement of Understanding is being finalized by the Township Administration and will be shared with the applicant for their review prior to inclusion on the January 24, 2024 Board of Trustees meeting for final consideration and action within the 60-day timeframe set by Act 198. The following is a summary of the key elements and conditions that are recommended to be included in the proposed Agreement:

1. A description of the scope, timeline, and other details of the project, along with the company's specific commitments for building construction, machinery, equipment, jobs, and other project-related investments;
2. Annual reporting requirements to the Township;
3. Provisions for transfer and amendment of the IFTE and associated Agreement in accordance with the requirements of Act 198; and
4. Provisions for repayment of all or part of the abated taxes by the company if an approved IFTE certificate is revoked by the State of Michigan, following a request for revocation by the Township for failure of the company to comply with the specific conditions outlined in Act 198, in accordance with the notification, hearing, and procedural requirements of this state Act. Any subsequent request by the Board of Trustees under the Agreement for repayment of all or part of the abated taxes by the company would also be subject to the notification and hearing requirements of Act 198.

Term of the IFTE – As Proposed

For this current IFTE application, the company has proposed the same 12-year term as was previously approved in 2013 for the original building construction. In his 11/22/2023 letter, company President Eric Prewett states, *“Granting this (industrial facilities tax) abatement will improve our ability to compete within our industry and help insure our current growth.”*

Term of the IFTE - As Recommended by Staff

The Township Administration agrees with the applicant that the proposed IFTE would help to support the company's current and future growth and ability to compete in their marketplace. However, based on the scope of the current building addition project, the Administration recommends that the Board of Trustees consider authorization of an eight (8) year term for the proposed tax abatement, rather than the full twelve (12) year term as proposed..

SCOPE OF SERVICES

To hold a hearing to seek public input on the IFTE application and associated Agreement of Understanding for an 11,760 square-foot addition to the Michael Engineering, Ltd. facility at 5625 Venture Way, at which time the applicant, Township Assessor, representatives of each affected taxing jurisdiction, and any other person may appear and comment or give testimony.

JUSTIFICATION

The approval of the Industrial Facilities Exemption application and associated Agreement of Understanding will increase the tax base and facilitate the retention and growth of a valued industrial/high technology business in the Township's Enterprise Industrial Park and existing Industrial Development District.

BOARD OF TRUSTEES GOALS ADDRESSED

Board of Trustees goals addressed (from Policy 1.0: Global End):

- 1. **Community well-being and the common good**
- 5. **Commerce**

COSTS

Because the application arrived well after the Act 198 deadline for the 2024 tax year, the Township Assessor anticipates that any approved IFTE certificate for this project would only become effective beginning with the 2025 tax year. The full millage rates will apply for the 2024 tax year to the taxable value of the completed addition as of 12/31/2023. Approval of the requested IFTE would then result in a net reduction in property tax revenue to the Township and the other affected taxing jurisdictions, beginning in 2025.

The anticipated property tax revenue impacts of the new investment and proposed IFTE are shown in the table below, based on current millage rates as of 12/31/2023 and an estimated taxable value (50% of the assessed value) for the building addition of \$650,000:

Taxing Jurisdiction	Millage Rates	Estimated Taxes Without IFTE	Estimated IFTE Abatement Savings for the Company		
			Per-Year	Over the Requested 12-Year Period	Over the Recommended 8-Year Period
Isabella Co. - Operating	6.6100	\$4,297	\$2,148	\$25,779	\$17,186
Isabella Co. Transportation Commission	0.8620	\$560	\$280	\$3,362	\$2,241
Isabella Co. - Medical Care	1.0000	\$650	\$325	\$3,900	\$2,600
Isabella Co. Commission on Aging	0.8776	\$570	\$285	\$3,423	\$2,282
Isabella Co. - Parks and Recreation	0.3500	\$228	\$114	\$1,365	\$910
Union Township – General Fund	1.0000	\$650	\$325	\$3,900	\$2,600
Union Township - Fire	2.2500	\$1,463	\$731	\$8,775	\$5,850
Mt. Pleasant Schools - Operating	18.0000	\$11,700	\$5,850	\$70,200	\$46,800
Mt. Pleasant Schools - Debt 2022	1.3200	\$858	\$429	\$5,148	\$3,432
Mt. Pleasant Schools - Debt 2016	1.9400	\$1,261	\$631	\$7,566	\$5,044
Mt. Pleasant Schools - Debt 2020	0.7200	\$468	\$234	\$2,808	\$1,872
Gratiot/Isabella - RESD	0.2640	\$172	\$86	\$1,030	\$686
Gratiot/Isabella -Special Education	4.2000	\$2,730	\$1,365	\$16,380	\$10,920
Gratiot/Isabella - Vocational Education	1.0000	\$650	\$325	\$3,900	\$2,600
Chippewa Library	1.7500	\$1,138	\$569	\$6,825	\$4,550
Mid Michigan College	1.2183	\$792	\$396	\$4,751	\$3,168
TOTALS:	43.3619	\$28,185	\$14,093	\$169,111	\$112,741

Please note that the calculations reflected in the table are estimates, as it is hard to predict what millage rates will be over a 12-year period. In addition, assessed values will fluctuate with the market and taxable values may be adjusted by a inflation rate multiplier during the term of the

IFTE. Also, please note that the current State Education millage is not included in the table, because it is not affected by any approved IFTE.

An Affidavit of Fees is attached in accordance with the requirements of Public Act 198 of 1974, as amended. The Township charges a fee of \$750.00 for new IFTE applications, which is intended to cover the administrative costs of processing the application, preparing required documents, and disseminating required hearing notices.

TIMETABLE

Following the hearing on 1/10/2024, the Board of Trustees will be asked to consider and take action on the application to approve a new IFTE certificate and associated Agreement of Understanding for the project during your regular meeting on 1/24/2024. If approved, documentation of this action would be forwarded by the Township Assessor to the State Tax Commission for final action.

RESOLUTION

To hold a hearing on an application from Michael Engineering, Ltd. for approval of a new Industrial Facilities Tax Exemption certificate and associated Agreement of Understanding for an 11,760 square-foot addition to their existing facility at 5625 Venture Way (PID 14-152-00-006-01) in an existing Industrial Development District that is part of the Enterprise Industrial Park.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit 11/27/2023
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Michael Engineering, Ltd		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3561	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5625 VENTURE WAY		▶ 1d. City/Township/Village (indicate which) MT. PLEASANT	▶ 1e. County ISABELLA
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located MT. PLEASANT	▶ 3b. School Code 37010
		4. Amount of years requested for exemption (1-12 Years) 12 yrs	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Single level steel building to house light industrial operations for the manufacture of industrial equipment/machinery.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$1,361,468.65 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ _____ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ \$1,361,468.65 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>04/07/2023</u>	<u>10/17/2023</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 31	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 4
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in.

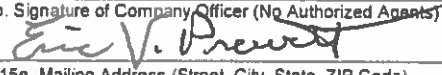
Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) 04/10/2013	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Eric Prewett	13b. Telephone Number (989) 772-4073	13c. Fax Number (989) 772-3500	13d. E-mail Address eric@michaelengineering.c
14a. Name of Contact Person Eric Prewett	14b. Telephone Number (989) 317-9133	14c. Fax Number	14d. E-mail Address eric@michaelengineering.c
▶ 15a. Name of Company Officer (No Authorized Agents) Eric V. Prewett			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (989) 772-3500	15d. Date 11/27/2023
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5625 Venture Way, Mt Pleasant, MI 48858		15f. Telephone Number (989) 772-4073	15g. E-mail Address eric@michaelengineering.cc

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. School Code			
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk Lisa Cody	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal



5625 Venture Way
Mt. Pleasant, MI 48858
Ph: 989-772-4073 / Fx: 989-772-3500



Rook

Metering Equipment, Inc.

Eric Prewett
Michael Engineering, Ltd.

November 22, 2023

Charter Township of Union
Board of Trustees

RE: Industrial Facilities Tax Abatement request

We would like to request an Industrial Facilities Tax Abatement for our new building addition. This new addition adds 11,760 sq ft of space to our existing facility at: 5625 Venture Way, Mt. Pleasant, MI 48858.

This space will be used for light industrial purposes in connection with the manufacturing of two-part metering systems for epoxies, silicones and urethanes and industrial automation. As we expand our product offerings into industrial automation, we will use this additional space to allow the development and testing of production line automation systems.

Granting this abatement will, Lord willing, allow Michael Engineering, Ltd. to apply more capital and labor towards developing significant customer applications, expanding the scope and value of the projects that we can take on. It will also allow us to continue to expand the number of skilled automation and engineering positions we can maintain in support of these customer applications.

Since 2013, the date of our last building addition, we have grown from 15 full time and 9 part time (24 total) employees to 25 full time and 6 part time (31 total) employees. Our payroll has expanded from \$451,000 per year to \$1,091,000 per year. We hope to continue this growth trend in the future.

Granting this abatement will improve our ability to compete within our industry and help insure our continued growth.

Eric V. Prewett

President



5625 Venture Way
Mt. Pleasant, MI 48858
Ph: 989-772-4073 / Fx: 989-
772-3500



Rook
Metering Equipment, Inc.

Charter Township of Union
Attn: Lisa Cody, Clerk
2010 S. Lincoln Rd.
Mt. Pleasant, MI 48858

RE: Request Consideration for an Industrial Facilities Tax Exemption

Dear Mrs. Cody:

Michael Engineering requests the Charter Township of Union consider the request for an Industrial Facilities Tax Exemption for their property located at 5625 Venture Way, Mt. Pleasant, MI 48858. We wish to apply for a public 198 Industrial Facilities Tax Exemption based on the expansion of our current facility. The investment will be approximately \$1,361,468 for real property. We do not anticipate adding personal property at this time but hope to do so in the future.

As President of Michael Engineering Ltd. I have the authority to sign on behalf of the Limited Liability Partnership. Michael Engineering, Ltd. is the tenant of REC Investments, LLC. The principal land owner, of which I am a partner. Michael Engineering is in a long-term triple net lease arrangement with REC Investments LLC and is responsible for all property taxes associated with the site.

The property's legal description is as follows:

T14N R4W, SEC13; ENTERPRISE PARK the South 377.96 Ft. of Lot 6

Please feel free to contact me at 989-772-4073

Sincerely,

Eric V. Prewett, President
Michael Engineering, Ltd.



5625 Venture Way
 Mt. Pleasant, MI 48858
 Ph: 989-772-4073 / Fx: 989-
 772-3500



Rook
Metering Equipment, Inc.

Cost of Improvements:

The following table details the cost associated with the recent building project at Michael Engineering, Ltd. 5625 Venture Way, Mt Pleasant, MI 48858


#	ITEM	COST
1	Design services, site layout, utility survey	\$10,637.50
2	Electrical layout and design	\$6,500.00
3	Building materials, labor, and supplies	\$1,049,604.64
4	Excavation, materials, site work	\$205,604.28
5	Permits and fees	\$49,001.68
6	Landscaping labor and materials	\$40,120.55
	Total	\$1,361,468.65

This summary was for a 11,760 sq ft addition.


**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES**

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

Charter Township of Union (Isabella County)

Signed: 
Printed Name: Jill Peters
Title: Assessor
Date: 11/27/2023

Applicant: Michael Engineering Limited

Signed: 
Printed Name: ERIC V. PREWETT
Title: PRESIDENT
Date: 11/27/2023

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	James	Thering	11/20/2024
2-Chair	Phil	Squatrito	2/15/2026
3-Vice Chair	Ryan	Buckley	2/15/2025
4-Secretary	Doug	LaBelle II	2/15/2025
5 - Vice Secretary	Tera	Albrecht	2/15/2024
6	Stan	Shingles	2/15/2024
7	Paul	Gross	2/15/2025
8	Nivia	McDonald	2/15/2026
9	Jessica	Lapp	2/15/2026
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Liz	Presnell	12/31/2025
2 -Vice Chair	Richard	Barz	12/31/2025
3- PC Rep	Ryan	Buckley	2/15/2025
4 -	Lori	Rogers	12/31/2026
5 -	Eric	Loose	12/31/2024
Alt. #1	David	Coyne	12/31/2024
Alt #2	Brian	Clark	12/31/2026
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2024
2	Sarvjit	Chowdhary	12/31/2024
3	Bryan	Neyer	12/31/2024
Alt #1	Randy	Golden	12/31/2024
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Joseph	Schafer	12/31/2025
2	Andy	Theisen	12/31/2025
3	William	Gallaher	12/31/2025
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2024
2	John	Dinse	12/31/2025
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2027
2	Lynn	Laskowsky	12/31/2025



Board Expiration Dates

EDA Board Members (9 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-Chair	Thomas	Kequom	4/14/2027
2-VC/BOT Rep	Bryan	Mielke	11/20/2024
3	James	Zalud	4/14/2027
4	Richard	Barz	2/13/2025
5	Robert	Bacon	1/13/2027
6	Marty	Figg	6/22/2026
7	Sarvjit	Chowdhary	6/22/2027
8	Jeff	Sweet	2/13/2025
9	David	Coyne	3/26/2026
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2025
2	vacant seat		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2025
Mt. Pleasant Airport Joint Operations and Mgmt Board (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1 - Union Township	Rodney	Nanney	12/31/2026
Mid Michigan Aquatic Recreational Authority (2 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1-City of Mt. Pleasant	John	Zang	12/31/2023
2-City of Mt. Pleasant	Judith	Wagley	12/31/2025
1-Union Township	Stan	Shingles	12/31/2026
2-Union Township	Allison	Chiodini	12/31/2025
1-Mt. Pleasant Schools	Lisa	Diaz	12/31/2024
1-Member at Large	Mark	Stansberry	2/14/2025
2- Member at Large	Michael	Huenemann	2/14/2025

term expires 2/15/24



APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION

Name: Stan Shingles Date: 10-17-23

Address: 1575 Scully Road Mount Pleasant, MI 48858

Phone (home) 989-7739037 (cell) 909 400-1982 (work) 989 774-4695

Email: shing1sl@cmich.edu

Occupation: CMU University Administrator

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

EDA Must meet one of the following qualifications:

Property owner in East or West DDA

Resident in Union Township

OTHER *Specify Board: _____

Please state reason for interest in above board:

I have served on the Commission for several terms. I enjoy serving our committee and bringing my skills to this commission. I would like to continue this work.

Other information that you feel would be useful in your application review (i.e., past experience, past board membership, etc. A resume is encouraged with the application):

I have served on several boards locally, regionally and nationally.

Signature: Stan Shingles Date: 10-17-23

PLANNING COMMISSION ANNUAL REPORT FOR 2023

TO:	Board of Trustees	DATE:	December 19, 2023
FROM:	Planning Commission		
PROJECT:	Annual Report for 2023		

2023 Meetings

The Planning Commission met on the third Tuesday of each month in 2023. There were no canceled meetings or additional special meetings held.

Site Plans

1. **PSPR23-03 Final Site Plan application** for expansion of the Clint’s Autobody car repair shop at 5598 S. Mission Rd. A 3,200-square-foot addition to the rear of the existing auto shop. **(APPROVED)**
2. **PSPR23-02 Combined Preliminary and Final Site Plan application** for the Isabella County Cultural and Recreation Commission’s addition to the Isabella Sportsplex Morey Courts building for a new indoor gymnastics’ facility at 5175 E. Remus Road. A 12,673-square-foot addition to the east. **(APPROVED)**
3. **PMINORSPR23-03 Request for Temporary Relief from Sidewalk Construction** and Minor Site Plan approval – Garber Contracting Office Expansion, 2144 Independence Drive. A 360-square-foot addition to the west. **(APPROVED)**
4. **PRESPR 23-01 Preliminary Site Plan Isabella County Road Commission application** - Salt Storage Facility, 2100 E. Transportation Dr. Two 10,819 square-foot salt barns and a 2,400-square-foot Storage building north of Transportation Drive. **(APPROVED)**
5. **PFINALSPR23-01 Final Site Plan application** for the Isabella County Road Commission’s Salt Storage Facility at 2100 E. Transportation Dr. Two 10,819-square-foot salt barns and a 2,400-square-foot Storage building north of Transportation Drive. **(APPROVED)**
6. **PMINORSPR23-07 Minor Site Plan application** referred by the Zoning Administrator for Approval of Revisions to the Approved Landscape for the Dunkin Donuts/Marathon Gas Station located at 4962 E Broomfield Rd. A reduced landscaping plan that still meets the minimum requirements for landscaping. **(APPROVED)**
7. **PRESPR23-02 Preliminary Site Plan application** from Hal Banks for a Proposed Building Addition at 2160 E. Remus Rd. For Indoor Golf, Archery, Office Space and Related Storage. A 4,000-square-foot new building to the south. **(APPROVED)**

8. **PMINORSR23-11 Minor Site Plan application** for Michael Engineering, 5625 Venture Way – Revised “As-Built Landscaping Plan” sheet dated 8/15/2023. Revisions included parking, landscaping, and the addition of the proposed security fence. **(APPROVED)**
9. **PFINALSR23-02 Final site plan application** for Hal Banks proposed building addition for indoor golf, archery, office space and related storage located at 2160 E. Remus Road. A 4,000-square-foot new building to the south. **(APPROVED)**
10. **PRESR23-04 Preliminary site plan application** for a proposed 6,000-square-foot building addition and associated site improvements for the Wal-Mart retail store located at 4730 Encore Blvd. A 6,000-square-foot addition to the south of the building with parking lot changes to the south and east. **(APPROVED)**

Parks And Recreation Plan Update

- The Planning Commission determined that the Parks and Recreation Plan 2011-2016 needed to be updated.
- The Planning Commission reviewed questions asked in the 2016 Township Resident Survey, identified priorities for an updated survey and approved a list of parks and recreation-related survey questions.

Township Master Plan Update

- The Planning Commission was first tasked with deciding if the Township Master Plan needed to be updated. The Michigan Planning Enabling Act requires that “at least every 5 years after adoption of a master plan, a planning commission shall review the master plan and determine whether to commence the procedure to amend the master plan or adopt a new master plan. The review and its findings shall be recorded in the minutes of the relevant meeting or meetings of the planning commission.”
- The Planning Commission took economic development considerations into account when deciding if the Master Plan needed to be reviewed and updated or not. The Commission also considered how the review would be conducted if one was done. After careful thought and deliberation, the Planning Commission decided to undertake a policy-driven approach to this review, which would start with an initial review of the overall plan goals and objectives (see page 7 of the plan) and move to a thorough evaluation of the Plan’s policy statements and recommendations on various subjects based on Commissioner interests.
- The Planning Commission came up with the following when considering what they would like to see in the Township 10 – 20 years from now:
 - Wider, well-lit pathways.
 - Active Biking and walking.
 - Safe lit areas for work and play.

- Connecting pathways.
- Recreational hiking and/or walking.
- Focus highly on accessibility in the parks and trails.
- Charging stations.
- Relevant housing inventory.
- Ensuring that we have commercial and residential property that's appealing to people moving here.
- Explore renewable energy structures in residential areas.
- An area for pop up events, retail, food trucks.
- Take a conscious look at the character of our industrial zoning. Help to open opportunities for more advanced manufacturing.
- The Planning Commission identified the following problems they saw in the Township as well as desired outcomes for the Township:
 - Problems
 - Re-evaluation of the Township's stance on new industries such as cannabis shops.
 - More practical public transportation.
 - Telling developers that they cannot develop in a spot where there is no development.
 - Desired Outcomes
 - Remaining relevant and vibrant.
 - Position ourselves to be competitive in growth.
 - Provide more amenities to bring development in.
- The Planning Commission discussed initial steps for the update and a tentative scope of the update. There was a general consensus for the following list of priority area for the updated Master Plan:
 - Introduction
 - Global Ends (general statements of desired outcomes)
 - Future Land Use and Growth Management Strategies
 - Plan for Economic Development
 - Industrial and Employment Center Plan
 - Commercial Development Plan
 - Bluegrass Center Area Plan
 - East/West DDA District Plans (reference to adopted Development Plans)
 - Plan for Housing
 - Plan for Agricultural and Preservation of Rural Character
 - Plan for Natural Resources and the Environment
 - Plan for Energy
 - Community Facilities and Infrastructure Plan
 - Transportation Plan
 - Plan for Roads and Streets

- Plan for Non-Motorized Transportation (including sidewalks and pathways)
 - Zoning Plan
 - Preparation of a separate data book of existing conditions.
 - Completion of the separate Parks and Recreation Master Plan update
- Beginning in May and continuing through August the Planning Commission carefully reviewed each policy statement from the 2018 Master Plan.
- In September the Planning Commission reviewed, and accepted the draft policy framework that would guide the Master Plan update.

Other items of Business

- Appointed Ryan Buckley as liaison from the Planning Commission to the Zoning Board of Appeals.
- Elected Officers of the Planning Commission for the year 2023.
- Discussed ways to implement Township Master Plan policy recommendations.
- Discussed updating the Township Parks and Recreation Master Plan.
- Adopted 2024 Meeting Calendar.
- Granted an extension for PRSPR22-04 Request for approval of a 365-calendar day extension to October 15, 2024, for the approved PSPR22-04 final site plan for the new Krist Oil Filling Station at 4972 E. Pickard Rd. (PID 14-014-20-041-01).
- Approved PB230227 Grading Permit (Garber), 2160 E. Remus Rd. – Request to authorize incidental site clearing and grading per the approved PRESR23-02 preliminary site plan dated 8/29/2023 from Hal Banks for a 4,000-square-foot building addition for indoor golf, archery, range, office, and related storage.
- Agreed to participate by resolution in the State of Michigan Redevelopment Ready Communities Program.
- Met with members of the Sidewalk and Pathways Prioritization Committee to discuss sidewalk projects and future priorities.
- Adopted annual report for the Board of Trustees.

Respectfully submitted,



Phil Squatrito, Chair

(Prepared by Peter Gallinat, Zoning Administrator)

2023 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting Minutes

A regular meeting of the Charter Township of Union Board of Trustees was held on December 13, 2023, at 7:00 p.m. at the Union Township Hall.

Meeting was called to order at 7:00 p.m.

Roll Call

Present:

Supervisor Mielke, Clerk Cody, Treasurer Rice, Trustee Brown, and Trustee Thering

Excused:

Trustee Bills and Trustee Smith

Approval of Agenda

Brown moved **Cody** supported to approve the agenda as presented. **Vote: Ayes: 5 Nays: 0. Motion carried.**

Presentation

Public Comment

Open: 7:02 p.m.

No comments were offered.

Closed: 7:02 p.m.

Reports/Board Comments

A. Current List of Boards and Commissions – Appointments as needed.

1. Appointment to the Construction Board of Appeals for a 2-year term

Brown moved **Cody** supported to reappoint Andrew Theisen for a 2-year term to the Construction Board of Appeals with a term ending 12/31/2025. **Vote: Ayes: 5 Nays: 0. Motion Carried.**

2. Appointment to the Construction Board of Appeals for a 2-year term

Brown moved **Cody** supported to reappoint Joseph Schafer for a 2-year term to the Construction Board of Appeals with a term ending 12/31/2025. **Vote: Ayes: 5 Nays: 0. Motion Carried.**

3. Appointment to the Zoning Board of Appeals for a 3-year term

Brown moved **Cody** supported to appoint Lori Rogers for a 3-year term to the vacant seat on the Zoning Board of Appeals with a term ending 12/31/2026. **Vote: Ayes: 5 Nays: 0. Motion Carried.**

4. Appointment to the Zoning Board of Appeals Alt #2 seat for a 3-year term

Thering moved **Cody** supported to appoint Brian Clark for a 3-year term to the Alt #2 seat on the Zoning Board of Appeals with a term ending 12/31/2026. **Vote: Ayes: 5 Nays: 0. Motion Carried.**

B. December Monthly Activity Report

C. Board Member Reports

Cody – Gave an update on the Election Committee meeting

Mielke – Gave an update on the December Board of Review meeting

Consent Agenda

- A. Communications
- B. Minutes – November 29, 2023 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. Set a public hearing for Michael Engineering Addition IFTE Request

Cody moved **Brown** supported to approve the consent agenda with an amendment to the November 29th minutes and to pull “Adoption of the 2024 Board Meeting Schedule” from the consent agenda and move it under New Business as item C. **Vote: Ayes: 5. Nays: 0. Motion carried.**

New Business

A. Discussion/Action: (Stuhldreher) Policy Governance 2.4 Financial Planning/Budgeting

Discussion by the Board

B. Discussion/Action: (Stuhldreher) Policy Governance 3.0 Global Governance Commitment

Discussion by the Board

C. Adoption of the 2024 Board Meeting Schedule

Brown moved **Rice** supported to approve the proposed Board of Trustee meeting schedule for the 2024 calendar year in accordance with the Open Meetings Act with amendments to the Joint Meeting date to move from April 3rd to April 17th and the November 27th meeting date to move to November 28th. **Vote: Ayes: 5. Nays: 0. Motion carried.**

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open: 7:55 p.m.

No comments were offered

Closed: 7:55 p.m.

MANAGER COMMENTS

- The Board can expect to see a recommendation to consider approval of an At Will Department Director Employment Agreement at the January 10th meeting.
- Met with representatives from McGuirk Sand and Gravel on December 12th.
- Gourdie Frasier held a luncheon for the board and staff on December 8th.
- Staff held a holiday party on December 1st in the Cask Room at Hunter’s AI House.
- Wished everyone a Merry Christmas and Happy Holidays.

FINAL BOARD MEMBER COMMENTS

Rice – Have a wonderful and safe holiday

Brown – Wished everyone a Merry Christmas. Commented on the new terms starting next year and lifted up the Township manager on the support he offers the staff.

Cody – Merry Christmas and Happy New Year.

Thering – Thanked the Township Manager and staff on their hard work putting together the 2024 budget

Mielke – Asked Trustee Thering to remind the Boards to start preparing for the Annual Joint meeting in April. Asked if there is anything that the board would like to accomplish before the terms end next year and wished everyone a Happy Holiday.

ADJOURNMENT

Rice moved **Brown** supported to adjourn the meeting at 8:18 p.m. **Vote: Ayes: 5 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Tera Green)

DRAFT

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
12/15/2023	101	654 (E)	00146	CONSUMERS ENERGY	5537 E BROADWAY RD 5525 E REMUS RD 1046 S MISSION ST. 1876 E PICKARD RD 2180 S LINCOLN RD 2010 S LINCOLN RD 2424 W MAY ST 800 CRAIG HILL RD. 2188 E PICKARD RD 1605 SCULLY RD 2279 S MERIDIAN RD 1633 S LINCOLN RD 5228 S ISABELLA RD 4822 ENCORE BLVD 5319 E AIRPORT RD 4244 E BLUE GRASS RD 5369 S CRAWFORD RD 3248 CONCOURSE DR. 3998 E DEERFIELD RD 4795 S MISSION ST 4797 S MISSION ST BARN	237.25 58.96 107.56 176.21 29.90 862.22 615.57 55.85 77.23 59.51 1,240.34 194.88 9,461.27 109.49 72.25 167.48 73.07 161.66 100.40 2,427.51 418.42
						16,707.03
12/15/2023	101	655 (E)	00146	VOID	Void Reason: Created From Check Run Process	V
12/31/2023	101	656 (E)	01233	UNITED STATES OF AMERICA	BOND PAYMENT - SEWER 92-05	54,211.44
01/04/2024	101	657 (E)	00146	CONSUMERS ENERGY	2010 S LINCOLN RD L4 LIGHT STREET LIGHT(S) 48858 LED LIGHT RD 1876 S LINCOLN RD. 2279 S MERIDIAN RD PUMP HOUSE 4511 E RIVER RD 4822 ENCORE BLVD 5525 E REMUS RD 5537 E BROADWAY RD. 4795 S MISSION ST 4797 S MISSION ST BARN 1046 S MISSION ST 2180 S LINCOLN RD 2010 S LINCOLN RD 2424 W MAY ST 5228 S ISABELLA RD 4520 E RIVER RD	66.41 1,694.00 366.79 18.78 183.31 13,129.17 119.65 65.31 345.29 2,677.46 649.16 131.25 29.95 1,241.30 652.66 9,006.62 272.84
						30,649.95
01/04/2024	101	658 (E)	00146	VOID	Void Reason: Created From Check Run Process	V
01/04/2024	101	659 (E)	01186	COYNE PROPANE LLC	PROPANE FOR WWTP-4511 E RIVER RD	914.95
01/05/2024	101	660 (E)	01105	MASTERCARD	MASTERCARD CRAWFORD MASTERCARD BEBOW MASTERCARD WALDRON MASTERCARD DEARING MASTERCARD MCBRIDE	160.70 30.00 65.51 156.84 341.46

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MASTERCARD ROCKAFELLOW	91.92
					MASTERCARD STUHLDTREHER	78.96
					MASTERCARD HOHLBIEN	74.16
					MASTERCARD OCKERT	603.36
					MASTERCARD THEISEN	10.58
					MASTERCARD SOMMER	20.54
					MASTERCARD PETERS	164.00
					MASTERCARD COFFELL	33.96
					MASTERCARD NANNEY	807.78
						<u>2,639.77</u>
12/15/2023	101	25111	01827	JACALYNN DENISE MOREY	REFUND JAMESON HALL RENTAL DEPOSIT	250.00
12/15/2023	101	25112	00670	UNION TOWNSHIP CURRENT TAX	REFUND 2022TAX-4855 BLUEGRASS RD	12.67
01/10/2024	101	25113	01358	21ST CENTURY MEDIA-MICHIGAN	BOARD MEETING SUMMARIES-SEP 2023	192.15
					BOARD MEETING SUMMARIES-OCT 2023	192.12
					AD FOR BID-FILTER MEDIA REPLACEMENT PROJ	155.45
					PUBLIC NOTICE-MICHAEL ENGINEERING IFT RE	173.80
					BOARD MEETING SUMMARIES-DEC 2023	100.40
					BOARD MEETING SUMMARIES-NOV 2023	192.15
					PUBLIC NOTICE-DEC BOARD OF REVIEW	439.89
						<u>1,445.96</u>
01/10/2024	101	25114	00020	JAMES ALWOOD	WELL SITE LEASE-DEC 2023	295.84
01/10/2024	101	25115	01703	AMAZON CAPITAL SERVICES	OTTERBOX PHONE CASE	53.73
					EAR PLUGS FOR WWTP	30.75
					WIRING HARNESS EXTENSN KIT FOR FOG LIGHT	40.67
					SAFETY/NOISE CANCELING EAR MUFFS	67.26
						<u>192.41</u>
01/10/2024	101	25116	01810	B & C JANITORIAL	NITRILE GLOVES	120.00
01/10/2024	101	25117	00066	BILL'S CUSTOM FAB, INC.	LANDSCAPE TRAILER REPAIR	994.87
					INSTALL OVERHEAD BEAM AT LIFTSTATION #14	387.50
						<u>1,382.37</u>
01/10/2024	101	25118	00072	BLOCK ELECTRIC	RIVER ROAD - HOOK CONTROL PANEL TO UPS	155.24
					CHECKED MERIDIAN WELL OUTLET WITH NO POW	150.00
					MISSION RD-HOOKUP SURGE PROTECTOR	880.93
					JAMESON HALL-INSTALL RECEPTACLE IN CLOSE	250.13
						<u>1,436.30</u>
01/10/2024	101	25119	01240	BRAUN KENDRICK FINKBEINER PLC	GENERAL LEGAL FEES-NOV 2023	1,812.50
					LABOR LEGAL FEES-NOV 2023	480.00
						<u>2,292.50</u>
01/10/2024	101	25120	01917	ROBERT BROWN	REFUND JAMESON HALL RENTAL DEPOSIT	250.00
01/10/2024	101	25121	00095	C & C ENTERPRISES, INC.	CLOTHING ALLOWANCE-COMM&ECON DEV DIR	42.50
					JANITORIAL SUPPLIES-JAMESON HALL	341.75
					CLOTHING ALLOWANCE-BLDG SERV CLERK	90.25
						<u>474.50</u>
01/10/2024	101	25122	00722	CHARTER TOWNSHIP OF UNION	WINTER TAX 2023-5076 S MISSION RD	027 9.03

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					UTILITY BILLING-TWP HALL-4TH QTR	171.36
						<u>180.39</u>
01/10/2024	101	25123	01784	CIVICPLUS LLC.	MUNICODE ORDINANCE UPDATES	2,921.28
01/10/2024	101	25124	00129	CMS INTERNET, LLC	STN #7 FIBER SERVICE W/NETWORK GEAR	2,358.00
					BATTERIES FOR RIVER RD, PRV BUILDING	73.58
					NETWORK SWITCH FOR MERIDIAN WELL SITE	729.99
					WIRELESS ACCESS POINT TO DEERFIELD WATER	299.00
					ONSITE SUPPORT FOR SPECIAL ELECTION-AUG	2,137.50
					ONSITE SUPPORT FOR SPECIAL ELECTION-NOV	2,306.25
					ONSITE SUPPORT FOR SPECIAL ELECTION-MAY	2,118.75
					WIRELESS INTERNET UPGRADES@WWTP	2,727.38
					2 DESKTOPS FOR WWTP	2,998.00
					MANAGED IT, EMAIL&PHONE SERVICE-JAN 2024	8,598.85
						<u>24,347.30</u>
01/10/2024	101	25125	01626	DANNY COFFELL	CALL-IN MILEAGE TO JAMESON HALL/HOME 12-	14.41
01/10/2024	101	25126	01171	DBI BUSINESS INTERIORS	TAPE AND STENOPADS	50.43
01/10/2024	101	25127	00098	ELECTION SOURCE	ELECTION EQUIP ANNUAL MAINT CONTRACT	2,220.00
01/10/2024	101	25128	01918	JANET ENGWIS	REFUND JAMESON HALL SECURITY DEPOSIT	100.00
01/10/2024	101	25129	00209	ETNA SUPPLY COMPANY	SENSUS TOUCHPAD METERS	500.00
					SENSUS MODEL METER TRANSCEIVER	195.00
					SENSUS MODEL METER TRANSCEIVER	195.00
						<u>890.00</u>
01/10/2024	101	25130	01390	EUROFINS EATON ANALYTICAL, INC	WATER TESTING-EPA UCMR-5	500.00
01/10/2024	101	25131	00231	FOUR SEASON'S EXTERMINATING	TWP HALL INSP/TREATMENT - DEC 2023	40.00
01/10/2024	101	25132	00257	GOURDIE-FRASER, INC.	TWP HALL&JONATHON LANE-SIDWALK CONSTR	475.00
01/10/2024	101	25133	01746	TERA GREEN	MILEAGE FOR DAILY BANKING-DEC 2023	49.13
01/10/2024	101	25134	00266	HACH COMPANY	TESTING EQUIPMENT	887.00
01/10/2024	101	25135	01721	HYDROCORP	CROSS CONNECT CONTROL PRG/NON-RESID-SEP	950.00
01/10/2024	101	25136	00324	ISABELLA CORPORATION	2023 SIDEWALK IMPROVEMENTS-TWP HALL	3,621.00
01/10/2024	101	25137	00337	ISABELLA COUNTY TREASURER	JULY BOARD OF REVIEW REFUNDS	3,093.34
01/10/2024	101	25138	01455	JENNIFER LOVEBERRY	MILEAGE REIMBUREMENT-JUL THRU DEC	246.94
					HRA HEALTH COSTS REIMBURSEMENT	40.00
						<u>286.94</u>
01/10/2024	101	25139	00142	MICHIGAN OFFICE SOLUTIONS	PRINTER/COPIER SERV AGRMNT-DEC 2023	1,177.56
					PRINTER/COPIER SERV AGRMNT-JAN 2024	1,177.56
						<u>2,355.12</u>
01/10/2024	101	25140	00460	MT. PLEASANT AREA CHMB OF COMMERCE	2024 MEMBER DUES	560.00
01/10/2024	101	25141	00128	CITY OF MT. PLEASANT	ANNUAL CONTRIBUTION TO AIRPORT-2024	10,000.00
01/10/2024	101	25142	01663	RODNEY NANNEY	MILEAGE REIMBURSEMENT-SEPT/OCT/NOV/DEC	343.40
01/10/2024	101	25143	00494	NORTH CENTRAL LABORATORIES	SODIUM HYDROXID/TSS FIL/BUFFER SOLUTION/	1,642.16
01/10/2024	101	25144	00497	NORTHERN INDUSTRIAL SUPPLY	BEARING AERATOR #4	2,675.23
01/10/2024	101	25145	00131	PERCEPTIVE CONTROLS, INC	PLC PROGRAMMING-DIGESTERS LEVEL SCALING-	2,329.25
01/10/2024	101	25146	00539	PRINTING SYSTEMS, INC	ELECTION ENVELOPES FOR 2024	375.69
01/10/2024	101	25147	01884	RENT RITE INC	PORTA-JOHN RENTAL, CLEAN UP DAY	148.80
01/10/2024	101	25148	01595	ROMANOW BUILDING SERVICES	JANITORIAL SERVICES@TWP HALL-DEC 2023	527.14
					JANITORIAL SERVICES@WWTP-DEC 2023	316.29
					JANITORIAL SERVICES@WTR PLANT-DEC 2023	316.29
						<u>028159.72</u>

01/05/2024 02:57 PM
 User: SHERRIE
 DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
 CHECK DATE FROM 12/14/2023 - 01/10/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/10/2024	101	25149	01238	STATE OF MICHIGAN - DEQ	NPDES ANNUAL PERMIT FEE-2024	5,500.00
01/10/2024	101	25150	01473	STATE OF MICHIGAN-DEQ	BIO SOLIDS LAND APP FEE-2024	1,846.00
01/10/2024	101	25151	01542	STERICYCLE, INC.	PAPER SHREDDING-NOV 2023	170.92
01/10/2024	101	25152	01654	TRACE ANALYTICAL LABORATORIES, INC	MONTHLY SELENIUM SAMPLE TEST 11-30-23	28.00
					SAMPLE HANDLING, STORAGE & DISPOSAL	203.00
					MONTHLY SELENIUM SAMPLE-DEC 2023	28.00
						<u>259.00</u>
01/10/2024	101	25153	01314	VERIZON WIRELESS	CELL PHONES 11-16-23 TO 12-15-23	644.01
01/10/2024	101	25154	01257	JOSH WALDRON	HRA HEALTH COSTS REIMBURSEMENT	1,312.80
01/10/2024	101	25155	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE TWP HALL-JAN 2024	69.10
					DUMPSTER SERVICE WTR PLANT-JAN 2024	50.21
					DUMPSTER SERVICE WWTP-JAN 2024	265.53
					DUMPSTER SERVICE MCDONALD PARK-JAN 2024	150.61
					DUMPSTER SERVICE SHOP-JAN 2024	49.71
					DUMPSTER SERVICE JAMESON HALL-DEC 2023	122.65
						<u>707.81</u>
01/10/2024	101	25156	01236	WEB ASCENDER	WEBSITE HOSTING Q1 2024/DEC SUPPORT	405.00
01/10/2024	101	25157	00710	WEBB CHEMICAL SERVICE	FERRIC CHLORIDE SOLUTION	10,255.44
						<u><u>10,255.44</u></u>

101 TOTALS:

Total of 54 Checks:
 Less 2 Void Checks:

196,592.26
 0.00

Total of 52 Disbursements:

196,592.26

Charter Township of Union Payroll
--

CHECK DATE: December 21, 2023

PPE: December 16, 2023

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	42,147.08
Fire Fund		-
EDDA		
WDDA		
Sewer Fund		43,175.03
Water Fund		31,949.53
Total To Transfer from Pooled Savings	\$	117,271.64

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	82,859.41
Employer Share Medicare		1,158.96
Employer Share SS		4,955.72
SUI		-
Pension-Employer Portion		6,621.22
Workers' Comp		426.96
Life/LTD		-
Dental		1,206.13
Health Care		21,608.70
Vision		-
Vision Contribution		-
Health Care Contribution		(2,354.46)
Flex Administrators		44.00
Cobra/Flex Administration		745.00
PCORI Fee		-
Total Transfer to Payroll Checking	\$	117,271.64

Charter Township of Union Payroll
--

CHECK DATE: January 4, 2024
Pay Period End Date: December 30, 2023

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	40,624.77
Fire Fund		-
EDDA		
WDDA		
Sewer Fund		32,866.80
Water Fund		26,449.70
Total To Transfer from Pooled Savings	\$	99,941.27

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	65,947.36
Employer Share Medicare		906.95
Employer Share SS		3,877.92
SUI		301.41
Pension-Employer Portion		5,738.38
Workers' Comp		340.90
Life/LTD		627.14
Dental		1,220.75
Health Care		23,385.60
Vision		353.00
Vision Contribution		(176.54)
Health Care Contribution		(2,581.60)
Flex Administrators		
Cobra/Flex Administration		-
PCORI Fee		-
Total Transfer to Payroll Checking	\$	99,941.27



Union Township Report

Date: Tuesday, December 12, 2023



Alarm Date between 2023-12-03 and 2023-12-09

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000888						
		12/5/2023 9:41:30 AM	322	Motor vehicle accident with injuries	ENG 33	2	3
		12/5/2023 9:41:30 AM	322	Motor vehicle accident with injuries	Rescue 31	2	3
		12/5/2023 9:41:30 AM	322	Motor vehicle accident with injuries	POV	3	3
						Total Responding 7	
Union Township	0000897						
		12/8/2023 10:13:47 AM	322	Motor vehicle accident with injuries	ENG 33	3	1
						Total Responding 3	
	Total Runs					Total Responding 10	
	2						

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, December 19, 2023



Alarm Date between 2023-12-10 and 2023-12-16

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000912						
		12/10/2023 6:32:39 AM	444	Power line down	ENG 33	2	1
						Total Responding 2	
Union Township	0000913						
		12/10/2023 11:41:35 AM	412	Gas leak (natural gas or LPG)	ENG 31	2	1
						Total Responding 2	
Union Township	0000915						
		12/11/2023 3:48:28 AM	424	Carbon monoxide incident	ENG 31	2	1
						Total Responding 2	

Union Township	0000922						
		12/13/2023 8:06:00 PM	745	Alarm system activation, no fire - unintentional	ENG 31	2	1
						Total Responding 2	
Union Township	0000923						
		12/13/2023 5:22:36 PM	322	Motor vehicle accident with injuries	ENG 31	2	1
						Total Responding 2	
Union Township	0000926						
		12/15/2023 2:53:59 AM	741	Sprinkler activation, no fire - unintentional	ENG 31	4	1
						Total Responding 4	
Union Township	0000929						
		12/15/2023 7:57:55 PM	500	Service Call, other	ENG 31	2	1

							Total Responding 2
	Total Runs 7						Total Responding 16

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, December 26, 2023



Alarm Date between 2023-12-17 and 2023-12-23

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000940						
		12/21/2023 10:40:11 AM	111	Building fire	ENG 31	2	4
		12/21/2023 10:40:11 AM	111	Building fire	C 31	1	4
		12/21/2023 10:40:11 AM	111	Building fire	Rescue 31	1	4
		12/21/2023 10:40:11 AM	111	Building fire	ENG 32	2	4
						Total Responding 6	
Union Township	0000941						
		12/21/2023 6:54:36 PM	113	Cooking fire, confined to container	ENG 31	2	1
						Total Responding 2	

Union Township	0000942						
		12/21/2023 9:36:00 PM	745	Alarm system activation, no fire - unintentional	ENG 31	2	1
						Total Responding 2	
Union Township	0000946						
		12/22/2023 5:47:49 PM	611	Dispatched & canceled en route	ENG 31	2	2
		12/22/2023 5:47:49 PM	611	Dispatched & canceled en route	POV	5	2
						Total Responding 7	
	Total Runs 4					Total Responding 17	

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, January 2, 2024



Alarm Date between 2023-12-24 and 2023-12-30

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000953						
		12/25/2023 6:17:00 PM	622	No incident found on arrival at dispatch address	ENG 32	2	1
						Total Responding 2	
Union Township	0000954						
		12/26/2023 8:27:00 PM	700	False alarm or false call, other	ENG 32	2	1
						Total Responding 2	
Union Township	0000956						
		12/28/2023 12:12:09 PM	311	Medical assist, assist EMS crew	ENG 32	3	1
						Total Responding 3	

Union Township	0000959						
		12/29/2023 10:22:50 PM	733	Smoke detector activation due to malfunction	ENG 32	2	1
						Total Responding 2	
	Total Runs 4					Total Responding 9	

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** January 2, 2024
FROM: Kim Smith – Public Service Director **DATE FOR BOARD CONSIDERATION:** January 10, 2024
ACTION REQUESTED: Deny the request to waive the quarterly water and sewer bill penalty for 2366 Sandstone account number 04251 in the amount of \$ 47.00.

Current Action Emergency

Funds Budgeted: If Yes Account # No N/A

Finance Approval _____

BACKGROUND INFORMATION

The Township received a written request from Mackensye Guza to waive the late fees for account number 04251 located at 2366 Sandstone in the amount of \$47.00.

Township Ordinance 1987-9, Article 10, Section 2 stipulates that quarterly water bills are payable without penalty within 35 days of the mailing date. Payments received after such period shall bear a penalty of 15% of the amount of the bill. Payment for the July 1, 2023 – September 30, 2023, quarterly water and sewer bills were due without penalty on November 5, 2023. Penalties were applied to all water and sewer quarterly bill customer accounts with an outstanding balance on November 6, 2023.

Payment for the full amount of the bill without penalties was received on November 10, 2023, for this account. The penalties for this account were paid on December 1, 2023.

SCOPE OF SERVICES

NA

JUSTIFICATION

Support to waive the penalties would be precedent setting and result in unfair treatment of those customers that pay on time and those customers that pay late and also pay the penalties. Denial of the request to waive the penalties will maintain fair treatment among all water and sewer customers and support fair and non-discriminatory code enforcement.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. **Community well-being and common good**

COSTS

\$47.00 Late Fee

This amount would be deducted from the Water Fund Revenue account number 591-000-655.000.

PROJECT TIME TABLE

NA

RESOLUTION

It is resolved to deny the request to waive the quarterly water bill penalty for 2366 Sandstone Drive account number 04251 in the amount of \$47.00.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



MacKensye Guza <mackensyeguza@gmail.com>

Water\Sewage Request


13 messages

MacKensye Guza <mackensyeguza@gmail.com>
To: info@uniontownshipmi.com

Thu, Jun 8, 2023 at 4:02 PM

Hello, attached is water\sewage request. Please let me know if you have questions% We move in on 6\13 and we are taking over service. Thank you!

Sent from my iPad.

 **2023 Utility Account Customer Service Form - Fillable (004)-1.pdf**
692K

Jennifer Loveberry <jloveberry@uniontownshipmi.com>
To: "mackensyeguza@gmail.com" <mackensyeguza@gmail.com>

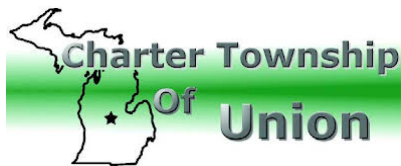
Fri, Jun 9, 2023 at 8:55 AM

Good morning,

Per your request, we have received your name change request only for account #04251 – 2366 Sandstone Drive and will make this change effective June 13, 2023. You checked the box to turn the water on; however, the water is currently on at this address. A final bill was not requested for this account, we are currently in the second quarter billing cycle, April 1 – June 30, 2023. If you would like a final bill forwarded to the previous owner, please advise.

Thank you for submitting the form,

Jennifer Loveberry



Public Services Assistant

Charter Township of Union

5228 S. Isabella Road

Mt. Pleasant, MI 48858

(989)772-4600 ext. 223

Visit us on the Web at

<http://www.uniontownshipmi.com>

043

"This institution is an equal opportunity provider, and employer."

From: Kim Smith <ksmith@uniontownshipmi.com>
Sent: Thursday, June 8, 2023 4:08 PM
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>
Subject: Fwd: Water\Sewage Request

Kim Smith

Charter Township of Union

Begin forwarded message:

From: MacKensye Guza <mackensyeguza@gmail.com>
Date: June 8, 2023 at 4:02:49 PM EDT
To: info@uniontownshipmi.com
Subject: Water\Sewage Request

Hello, attached is water\sewage request. Please let me know if you have questions% We move in on 6\13 and we are taking over service. Thank you!

Sent from my iPad.

MackKensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Fri, Jun 9, 2023 at 9:11 AM

Hi!

It sounds like I filled out the right information.
Technically the previous owner needs to send you her final bill information, correct?

Thank you!

Mrs. MacKensye Guza

On Jun 9, 2023, at 8:55 AM, Jennifer Loveberry <jloveberry@uniontownshipmi.com> wrote:

Good morning,

Per your request, we have received your name change request only for account #04251 – 2366 Sandstone Drive and will make this change effective June 13, 2023. You checked the box to turn the water on; however, the water is currently on at this address. A final bill was not requested for this account, we are currently in the second quarter billing cycle, April 1 – June 30, 2023. If you would like a final bill forwarded to the previous owner, please advise.

Thank you for submitting the form,

Jennifer Loveberry

<image001.jpg>

Public Services Assistant

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"This institution is an equal opportunity provider, and employer."

[Quoted text hidden]

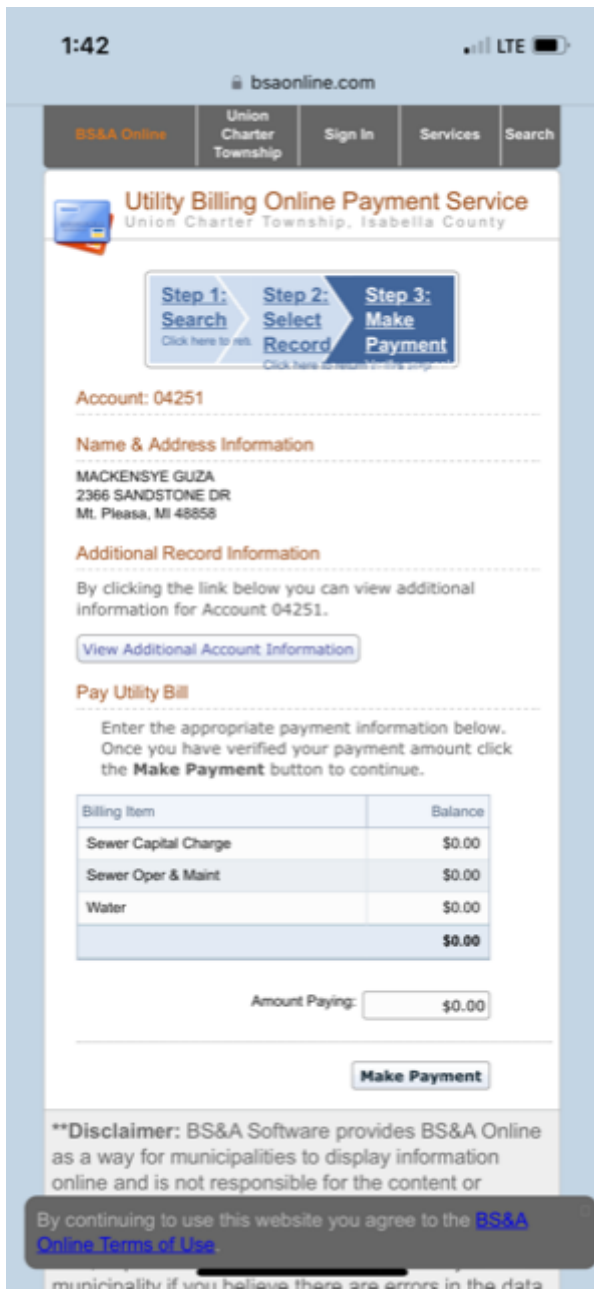
MacKensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Thu, Jul 20, 2023 at 2:54 PM

Hi Jennifer!
I have not received a water bill yet and I want to make sure all is good! :)

I'm attaching the screenshot of me looking it up online. :)

Thank you for any help!



Mrs. MacKensye Guza

On Jun 9, 2023, at 10:12 AM, MacKensye Guza <mackensyeguza@gmail.com> wrote:

No problem at all I want to make sure all is good thank you!!!

Mrs. MacKensye Guza

On Jun 9, 2023, at 9:20 AM, Jennifer Loveberry <jloveberry@uniontownshipmi.com> wrote:

Hi,

Yes, you filled out the correct information. By asking for a final bill, see the note on the form, a final bill will be processed and sent to the previous owner/occupant. Yes, you are correct, the

previous owner should also be submitting the same request for a final bill. I'm only asking this question because the account stays with the property.

If you have any questions, please call me.

Have a great day,

[Quoted text hidden]

Jennifer Loveberry <jloveberry@uniontownshipmi.com>
To: MacKensye Guza <mackensyeguza@gmail.com>

Thu, Jul 20, 2023 at 3:00 PM

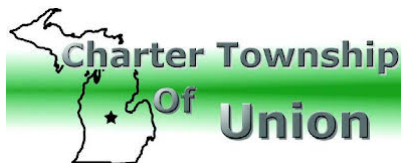
Mackensye,

Good afternoon, I show that we received payment July 14, 2023, for the 2nd quarter billing, April 1 – June 30, 2023, in the amount of \$171.36. The 3rd quarterly billing for July 1 – September 30, 2023, will be mailed out September 30th with a November 5, 2023, due date.

Yes, you are all good.

Have a great day,

Jennifer Loveberry



Public Services Assistant

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Visit us on the Web at

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"This institution is an equal opportunity provider, and employer."

From: MacKensye Guza <mackensyeguza@gmail.com>
Sent: Thursday, July 20, 2023 2:55 PM
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>
Subject: Re: Water\Sewage Request

Hi Jennifer!

I have not received a water bill yet and I want to make sure all is good! :)

I'm attaching the screenshot of me looking it up online. :)

Thank you for any help!

1:42 LTE

bsaonline.com

BS&A Online Union Charter Township Sign In Services Search

Utility Billing Online Payment Service
 Union Charter Township, Isabella County

Step 1: Search (Click here to get started)
 Step 2: Select Record (Click here to select the amount to pay)
 Step 3: Make Payment

Account: 04251

Name & Address Information

MACKENSYE GUZA
 2366 SANDSTONE DR
 Mt. Pleasant, MI 48858

Additional Record Information

By clicking the link below you can view additional information for Account 04251.

[View Additional Account Information](#)

Pay Utility Bill

Enter the appropriate payment information below. Once you have verified your payment amount click the **Make Payment** button to continue.

Billing Item	Balance
Sewer Capital Charge	\$0.00
Sewer Oper & Maint	\$0.00
Water	\$0.00
Total	\$0.00

Amount Paying:

Make Payment

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the information displayed.

By continuing to use this website you agree to the [BS&A Online Terms of Use](#).

[Quoted text hidden]

MacKensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Fri, Jul 21, 2023 at 8:29 AM

Okay. Thank you.

I'm wondering if I reach out to our realtor because it wasn't me who paid it, it was the old resident. The old resident left the property on June 12th.

I'm worried she paid part of our water bill we should have paid.

Mrs. MacKensye Guza

On Jul 20, 2023, at 3:00 PM, Jennifer Loveberry <jloveberry@uniontownshipmi.com> wrote:

MacKensye,

Good afternoon, I show that we received payment July 14, 2023, for the 2nd quarter billing, April 1 – June 30, 2023, in the amount of \$171.36. The 3rd quarterly billing for July 1 – September 30, 2023, will be mailed out September 30th with a November 5, 2023, due date.

Yes, you are all good.

Have a great day,

Jennifer Loveberry

<image001.jpg>

Public Services Assistant
Charter Township of Union
5228 S. Isabella Road
Mt. Pleasant, MI 48858
(989)772-4600 ext. 223
Visit us on the Web at
<http://www.uniontownshipmi.com>

"This institution is an equal opportunity provider, and employer."

From: MacKensye Guza <mackensyeguza@gmail.com>
Sent: Thursday, July 20, 2023 2:55 PM
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>
Subject: Re: Water\Sewage Request

Hi Jennifer!

I have not received a water bill yet and I want to make sure all is good! :)

I'm attaching the screenshot of me looking it up online. :)

Thank you for any help!

<image002.png>

[Quoted text hidden]

MackKensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>
Bcc: Tyler Guza <tyler.james.guza@gmail.com>

Tue, Oct 17, 2023 at 7:40 PM

MackKensye Guza
2366 Sandstone Drive
Mount Pleasant, MI 48858

Hi Jennifer!

Last we emailed back and forth you let me know that quarterly billing for July 1 - September 30 would be mailed out September 30. I am just a bit worried about my bill because it is Oct 17 and I have not yet received a water bill.

Can you support me in this and help me to determine if a bill has been mailed yet and what the due date is? The reason I'm double checking is because things have been off with all of our utilities (billing dates/actually getting bills, etc.)

Thanks,
MackKensye

[Quoted text hidden]

--



Jennifer Loveberry <jloveberry@uniontownshipmi.com>
To: MacKensye Guza <mackensyeguza@gmail.com>

Wed, Oct 18, 2023 at 8:39 AM

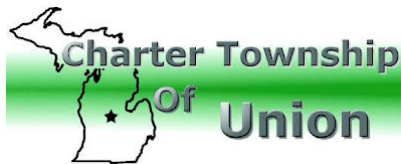
Good morning,

050

Yes, you should be receiving your bill soon. The postcard billing came back to me, I put it in a regular envelope and mailed it out to you.

Have a great day,

Jennifer Loveberry



[Quoted text hidden]

Mackensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Wed, Oct 18, 2023 at 11:39 AM

Thank you! Strange that it came back!
I'll keep on the lookout for it!

THanks!

[Quoted text hidden]



Mackensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Fri, Nov 10, 2023 at 6:54 AM

Hello, we did not receive the bill in the mail until 10/31/23 due on 11/5/23.

Can I please have a one time removal of the late fee since I did not get the bill until way later than it was supposed to get to me?

Additionally, I notice there is a \$12 convenience fee to pay online which is astronomical for a convenience fee, can I drop off a check or cash to the office?

Thank you!

Mrs. MacKensye Guza

On Oct 18, 2023, at 11:39 AM, MacKensye Guza <mackensyeguza@gmail.com> wrote:

Thank you! Strange that it came back!
I'll keep on the lookout for it!

THanks!

On Wed, Oct 18, 2023 at 8:39AM Jennifer Loveberry <jloveberry@uniontownshipmi.com> wrote:

Good morning,

Yes, you should be receiving your bill soon. The postcard billing came back to me, I put it in a regular envelope and mailed it out to you.

Have a great day,

Jennifer Loveberry

<image001.jpg>

[Quoted text hidden]



Jennifer Loveberry <jloveberry@uniontownshipmi.com>
To: MacKensye Guza <mackensyeguza@gmail.com>

Wed, Nov 15, 2023 at 3:23 PM

Good afternoon,

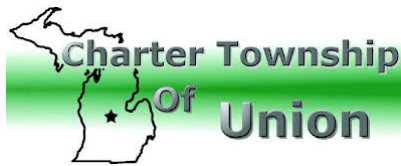
Just wanted to follow up with you with payment options. ACH, LinkClick.aspx (uniontownshipmi.com), is available without any fees and payment is drafted the week of the due date. If you choose to do this, please fill out the form and return it with your original signature to get this started. The next quarter is October 1 – December 31, with a February 5, 2024 due date. Note that initiation takes 2-3 weeks after receipt of this form.

You can also pay at Township Hall by check or cash, as well as dropping payment into our drop box that is located on the wall to the right of the door.

As far as the penalty, penalties are automatically applied to any unpaid balance after the due date set by ordinance.

Hope this information helps.

Jennifer Loveberry



[Quoted text hidden]

[Quoted text hidden]

Mackensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Wed, Nov 15, 2023 at 3:50 PM

These are helpful payment options thank you for making me aware.

As far as penalty according to ordinance, is there a protection or resident if bill doesn't get to them on a timely manner?

Especially since this was my first bill, I'm hoping something can be done.

Thanks!

Mrs. MacKensye Guza

On Nov 15, 2023, at 3:23 PM, Jennifer Loveberry <jloveberry@uniontownshipmi.com> wrote:

Good afternoon,

Just wanted to follow up with you with payment options. ACH, LinkClick.aspx (uniontownshipmi.com), is available without any fees and payment is drafted the week of the due date. If you choose to do this, please fill out the form and return it with your original signature to get this started. The next quarter is October 1 – December 31, with a February 5, 2024 due date. Note that initiation takes 2-3 weeks after receipt of this form.

You can also pay at Township Hall by check or cash, as well as dropping payment into our drop box that is located on the wall to the right of the door.

As far as the penalty, penalties are automatically applied to any unpaid balance after the due date set by ordinance.

Hope this information helps.

Jennifer Loveberry

<image001.jpg>

[Quoted text hidden]

[Quoted text hidden]

Mackensye Guza <mackensyeguza@gmail.com>
To: Jennifer Loveberry <jloveberry@uniontownshipmi.com>

Sun, Nov 26, 2023 at 6:53 PM

I will be stopping in this week to talk to someone regarding this fee. I never got my physical bill on time and was assessed a late fee for paying it a few days behind per not knowing how much to budget for for not getting my bill on time.

I do not believe that there is nothing the township is willing to do especially since my bill was not sent to me on time.

Thanks,

Mackensye

[Quoted text hidden]

--



Guza, MacKensye
2366 Sandstone Drive
Mount Pleasant, MI 48858

December 8, 2023 -

For some reason, I could not print this directly from my email because gmail is telling me the "conversation has been deleted" which is really weird considering I save all my billing info in a folder in my gmail, especially for new service sign up, which this email chain is a part of.

I will attach screenshots of my complaint.

I have reached out on multiple occasions to determine billing cycles for water/sewer as my family and I just moved into our new home in Mount Pleasant in June 2023.

Not only did I have issues receiving the first two notices regarding the water line check I needed to do to ensure there was not cross-contamination from our sprinkler system, I also did not receive our water bill due November 5, until late into October, even though the email I have here states my bill should have come to me shortly after September 30th. There is proof that I have emailed staff to let them know I had not yet gotten my water bill on Oct. 18th and at that time, I was told by Jennifer Loveberry that the bill came back to her and she had placed it in the mail.

I did NOT receive that bill until the week of Halloween, sometime around October 31. Therefore, when I received the \$308 water bill, I was not able to make the payment on November 5, I made the payment on November 10th due to not knowing I needed to pay over \$300 when I was budgeting for \$200 based on the last bill.

When I called to speak with Jennifer about this and requesting the late fee be removed due to the untimely billing the this being the first bill we paid in our new home, she was very impatient and rude and stated that "It's not her fault that the mail didn't get to me on time" and that "the mail is not the township's issue." At this point I have paid the late fee but am requesting a refund due to the billing not being timely on the Union Township's end.

If there are issues with mailing, that is not something I can help, and if you can't help with it either, then I expect my township I pay taxes to to be flexible, as we are a team. You can expect my input at the next union township meeting regarding customer service and billing as well as information regarding my experience in the CMU survey that was recently sent for me to fill out.

Thanks,
MacKensye Guza



Jennifer Loveberry <jloveberry@uniontownshipmi.com>
to me ▾

Jul 20, 2023, 3:00 PM ↩ ⋮

This message has been deleted. [Restore message](#)

MacKensye,

Good afternoon, I show that we received payment July 14, 2023, for the 2nd quarter billing, April 1 – June 30, 2023, in the amount of \$171.36. The 3rd quarterly billing for July 1 – September 30, 2023, will be mailed out September 30th with a November 5, 2023, due date.

Yes, you are all good.

Have a great day,

Jennifer Loveberry



Public Services Assistant
Charter Township of Union
5228 S. Isabella Road
Mt. Pleasant, MI 48858
(989)772-4600 ext. 223
Visit us on the Web at
<http://www.uniontownshipmi.com>



MacKensye Guza <mackensyeguza@gmail.com>
to Jennifer, bcc: Tyler ▾

Oct 17, 2023, 7:40 PM ↩ ⋮

This message has been deleted. [Restore message](#)

MacKensye Guza
2366 Sandstone Drive
Mount Pleasant, MI 48858

Hi Jennifer!

Last we emailed back and forth you let me know that quarterly billing for July 1 - September 30 would be mailed out September 30. I am just a bit worried about my **bill** because it is Oct 17 and I have not yet received a **water bill**.

Can you support me in this and help me to determine if a **bill** has been mailed yet and what the due date is?
The reason I'm double checking is because things have been off with all of our utilities (billing dates/actually getting bills, etc.)

Thanks,
MacKensye





Jennifer Loveberry <jloveberry@uniontownshipmi.com>
to me ▾

Oct 18, 2023, 8:39 AM



This message has been deleted. [Restore message](#)

Good morning,

Yes, you should be receiving your **bill** soon. The postcard billing came back to me, I put it in a regular envelope and mailed it out to you.

Have a great day,

Jennifer Loveberry



MacKensye Guza <mackensyeguza@gmail.com>
to Jennifer ▾

Oct 18, 2023, 11:39 AM



This message has been deleted. [Restore message](#)

Thank you! Strange that it came back!
I'll keep on the lookout for it!

THanks!



--



MacKensye Guza <mackensyeguza@gmail.com>
to Jennifer ▾

Nov 10, 2023, 6:54 AM



This message has been deleted. [Restore message](#)

Hello, we did not receive the **bill** in the mail until 10/31/23 due on 11/5/23.

Can I please have a one time removal of the late fee since I did not get the **bill** until way later than it was supposed to get to me?

Additionally, I notice there is a \$12 convenience fee to pay online which is astronomical for a convenience fee, can I drop off a check or cash to the office?

Thank you!

Mrs. MacKensye Guza



**CHARTER TOWNSHIP OF UNION
COMPLIMENT, COMMENT, OR
COMPLAINT RECORD**

Email Completed Form To:
info@uniontownshipmi.com

SUBJECT:

- ASSESSING/TAXES
- BUILDING/ZONING
- WATER/SEWER
- PARKS
- OTHER

NAME _____

ADDRESS _____ **PHONE** _____

EMAIL ADDRESS _____ **DATE** _____

COMPLIMENT, COMMENT, OR COMPLAINT

_____ **FOR STAFF ONLY** _____

REMARKS OR DISPOSITION

STAFF NAME _____ **TITLE** _____ **PHONE** _____

CLOSED BY _____	DATE _____
APPROVED _____	



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: January 4, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 1/10/2024
ACTION REQUESTED: Consider approving, as to form, the use of the Standard Department Director At-will Employment Agreement by the Township Manager’s office	

Current Action Emergency

Funds Budgeted: If Yes Account # _____ No N/A

Finance Approval _____ *MDS*

BACKGROUND INFORMATION

Governance Policy Section 4.2 states that *“The Township Manager is the board’s primary link to operational achievement and conduct, so that authority and accountability of staff, as far as the board is concerned, is considered the authority and accountability of the Township Manager, except where staff supervised by elected officials have been explicitly directed by those elected officials to act in a manner inconsistent with township policy. In this case, the elected official would be held accountable.”* The Policy goes on to state, in Section 4.2.2.1, that *“It is the Township Manager that provides overall direction and is responsible for the selection, supervision, training, evaluation, discipline, and termination of all Township employees, either directly or through department heads.”*

The Township Manager’s job description reinforces these policies by stating, *“Among other responsibilities, the Township Manager provides overall direction and is responsible for the selection, supervision, training, evaluation, discipline and termination of all Township employees, either directly or through department heads.”*

Taken together, it is clear that as it relates to Department Directors, they work at the pleasure of the Township Manager. This is referred to as an “at-will” employment arrangement. Under the at-will employment doctrine, the employer or the employee can end the working relationship without advance or written notice, for any reason at all, provided the employer does not violate anti-discrimination laws if it chooses to terminate an employee.

The attached draft Agreement was developed with input from both the Township Attorney and the existing Department Directors.

SCOPE OF SERVICES

The attached draft Standard Department Director At-will Employment Agreement contains the following provisions and/or address the following:

1. Compensation and benefits during employment
2. Duties and performance obligations

3. Severance payment formula, benefit payout, and the extension of benefits depending on if the employment relationship is terminated by the employee, by the employer with cause or by the employer without cause
4. Dispute resolution provision
5. Employment Separation and Release of Claims Agreement – This is integral to and referenced in the Standard Department Director At-will Employment Agreement and would be utilized as part of the termination without cause provision contained therein

JUSTIFICATION

In order to provide some protection for Department Directors from the at-will employment doctrine, it is recommended that a Standard Department Director At-will Employment Agreement be utilized by the Township Manager’s office. The recommended Agreement provides some degree of assurance to the employee that the job will last and outlines the payments and benefits to which the Director will be entitled on the Director’s termination of employment. The Agreement also provides some sense of job security and employment stability.

The advantage to the employer for having an Agreement with Department Directors is that it provides clarity and certainty about expectations, obligations, and respective roles, thereby reducing the risk of misunderstandings or conflicts. Another advantage to having an Agreement is that it can be used to establish a favorable working relationship between the employer and an employee. For instance, employers tend to believe that having an employment agreement in place provides the employee with a clear set of objectives and structure in the workplace.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in this review (From Policy 1.0: Global End)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Health and Safety
- Natural environment
- Commerce

COSTS

Not applicable

PROJECT TIME TABLE

If approved as to form by the Board of Trustees, the Agreement will be presented to the Department Directors for signature and will be required as a condition of employment for all future Department Directors. For existing Department Directors, continued employment is not conditioned on signing the document. If not signed, the status quo will be maintained in that the employee will remain at-will but will not be afforded any of the benefits contained in the Agreement.

RESOLUTION

Be is resolved that the attached Standard Department Director At-will Employment Agreement is approved as to form and use by the office of the Township Manager.

Standard Department Director At-Will Employment Agreement

This At-Will Employment Agreement is entered into as of the date of the last signature affixed hereto, by and between Charter Township of Union ("Employer"), and **John A. Doe** ("Employee").

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Employer and Employee hereby agree as follows:

1. Position of Employment. The Employer will employ the Employee in the position of **[title]** and, in that position, the Employee will report to the Township Manager. The Township Manager retains the right to change Employee's title, duties, and reporting relationships as may be determined to be in the best interests of the Employer; provided, however, that any such change in Employee's duties shall be consistent with Employee's training, experience, and qualifications.

The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Employment Agreement, be governed by Employer's Policies and Procedures and existing practices. In the event of a conflict between this Employment Agreement and the Policies and Procedures or existing practices, the terms of this Agreement shall govern.

2. Term of Employment. Employee's at-will employment with the Charter Township of Union shall begin on the date of this Agreement and shall continue indefinitely on an "at will" basis subject to the provisions of paragraph 5 regarding Termination of Employment.
3. Compensation and Benefits.
 - a. Base Salary. Employee shall be paid a base salary of \$_____ annually ("Base Salary"), subject to applicable federal, state, and local withholding, such Base Salary to be paid to Employee in the same manner and on the same payroll schedule in which all Charter Township of Union employees receive payment. Any increases in Employee's compensation and benefit package for years beyond the first year of Employee's employment shall be in the sole discretion of the Township Manager, and nothing herein shall be deemed to require any such increase.
 - b. Incentive and Deferred Compensation. Employee shall be eligible to participate in a deferred compensation programs available to Department Directors of Charter Township of Union, such participation to be in the same form, under the same terms, and to the same extent that such programs are made available to other employees.
 - c. Employee Benefits. Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other Charter Township of Union employees participate.
4. Duties and Performance. The Employer acknowledges that the Employee possesses a unique set of skills, abilities, and experiences which will benefit the Employer. The

Employee both acknowledges and agrees that continued employment with the Employer is contingent upon the successful performance of the duties of the position as noted above, or in such other position to which he may be assigned. Employee also acknowledges and agrees that employment is "at will" and may be terminated any time by either party with or without cause subject to the provisions of Paragraph 5 regarding Termination of Employment.

a. General Duties.

- i. Employee shall render to the very best of Employee's ability services to and on behalf of the Employer and shall undertake diligently all duties as assigned to the employee by the Township Manager.
- ii. Employee shall devote full time, energy, and skill to the performance of the services in which the Employer is engaged, at such time and place as the Employer may direct. Employee shall not undertake the performance of services for compensation (actual or expected) for any other entity without the express written agreement of the Township Manager.
- iii. Employee shall faithfully and industriously assume and perform with skill, care, diligence, and attention all responsibilities and duties of the position as noted above or in such other position to which the Employee may be assigned.
- iv. Employee shall have no authority to enter into any contracts binding upon the Employer, or to deliberately create any obligations on the part of the Employer, except as may be specifically authorized by the Township Manager or Employer policies.

b. Specific Duties. See attached job description.

5. Termination of Employment. Employee's employment with the Employer may be terminated, in accordance with any of the following provisions:

- a. Termination by Employee. The Employee may terminate their employment at any time by giving a minimum of 30 calendar days' notice in writing to the Township Manager. During the notice period, Employee must fulfill all of the Employee's duties and responsibilities set forth above and must use their best efforts to train and support any replacement employee as assigned by the Township Manager. Failure to comply with this requirement may result in Termination for Cause as described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period. The Township Manager may, in its sole discretion, provide Employee's salary and benefits pay in the amount of the remaining notice period in lieu of actual employment, and nothing herein shall require Employer to maintain Employee in active employment for the duration of the notice period.
 - i. If notice is provided as described above, the Employee will receive (1) a vacation bank balance payment at the then current rate of pay and the current years vacation accruals not yet posted to the vacation bank; (2) a personal leave bank balance payment at the then current rate of pay; and

(3) one-half (1/2) of sick leave bank balance payment at the then current rate of pay.

- b. Termination by the Employer Without Cause. Township Manager may terminate Employee's employment at any time during the course of their employment agreement by providing written notice. If terminated without cause, the Employee will receive the following payment(s) and benefits:
 - i. Severance payment equal to one (1) month of pay for each year worked up to a maximum of six (6) months of the Employee's then current rate of pay. This payment will be made in the same manner and at the same time as regular payroll payments are made.
 - ii. During the covered period of the severance payment, the Employee will also receive Continuation of Group Plan Coverage under COBRA for health care, dental and vision benefits which are in effect at the time of employment termination as long as the Employee continues to make employee contributions for these benefits in effect at the time of termination.
 - 1. The Employee, spouse, and dependent children are solely responsible for payment of the related premiums for COBRA continuation coverage, except that to the extent Employee, Employee's spouse, or Employee's dependent children timely elect COBRA continuation coverage, the Employer will pay the premiums for the COBRA continuation coverage elected for the Employee, Employee's spouse, and dependent children until the earlier of (a) the severance payment period expires or (b) the expiration or termination of COBRA continuation coverage. The Employer's obligation under this Section to pay premiums is conditioned on the Employee's timely written notice to Employer of (a) the election of COBRA continuation coverage, (b) the premium amounts and premium payment due dates, (c) any change to premium amounts, and (d) the party to which premium payments are to be made. Employer is not responsible for any loss or termination of COBRA coverage due to Employee's failure to timely notify Employer in writing of the election, premium amount, changes to premium amounts, premium payment due dates, or the party to which premium payments are to be made.
 - iii. The Employee shall also be entitled to receive (1) a vacation bank balance payment at the then current rate of pay and the current years vacation accruals not yet posted to the vacation bank; (2) a personal leave bank balance payment at the then current rate of pay; and (3) one-half (1/2) of sick leave bank balance payment at the then current rate of pay.
 - iv. The severance payments and benefits referenced in Section 5b(i-iii) of this Agreement are conditioned upon your execution of an Employment

Separation and Release Agreement, in substantially the same form as attached.

- c. Termination by the Employer for Cause. The Employer may, at any time and without notice, terminate the Employee for "cause", which shall include but not be limited to termination based on any of the following grounds. The Employee shall be entitled to receive: (1) a vacation bank balance payment at the then current rate of pay and; (2) payment of the current year's vacation accruals not yet posted to the vacation bank. The employee will not be entitled to any other additional payments if terminated for cause.
 - i. Failure to perform the duties of the Employee's position in a satisfactory manner.
 - ii. Fraud, misappropriation, embezzlement or acts of similar dishonesty.
 - iii. Illegal use of drugs, marijuana or use of alcohol in the workplace.
 - iv. Intentional and willful misconduct that may subject the Employer to criminal or civil liability.
 - v. Breach of the Employee's duty of loyalty to the Employer.
 - vi. Willful violation of Employer policies and procedures.
 - vii. Breach of any of the material terms of this Agreement.
 - viii. Insubordination or deliberate refusal to follow the lawful instructions of the Township Manager.
6. Expenses. The Employer shall pay or reimburse Employee for any expenses reasonably incurred in furtherance of the duties assigned per this Employment Agreement, including expenses for travel, meals, and hotel accommodations, subject to submission by the Employee of vouchers or receipts maintained and provided to the Employer in compliance with such rules and policies relating thereto as the Employer may from time to time adopt.
7. [To be used for "special provision" e.g., new employee is a consultant that needs to clean up tasks under existing contract]
8. General Provisions.
 - a. Notices. All notices and other communications required or permitted by this Agreement to be delivered by the Employer or Employee to the other party shall be delivered via electronic notification, in person, in writing to the address shown below or, to such other address as the party may from time to time advise the other party:

CHARTER TOWNSHIP OF UNION:
CHARTER TOWNSHIP OF UNION
2010 S. Lincoln Rd.
Mt Pleasant, MI 48858

Attention: Township Manager

Employee:

John A. Doe

[Street]

[City, State ZIP]

- b. Amendments and Termination; Entire Agreement. Subject to the termination of employment provisions in Paragraph 5, this Agreement shall not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of Employer and Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.
- c. Any controversy, dispute or claim arising out of or relating to whether termination is with or without cause under the terms of this Agreement or arising out of any alleged breach of this Agreement shall be resolved by arbitration administered by the American Arbitration Association under its Employment Arbitration Rules & Mediation Procedures. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
- d. Successors and Assigns. The rights and obligations of the parties hereunder are not assignable to another person without prior written consent.
- e. Severability; Provisions Subject to Applicable Law. All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
- f. Definitions; Headings; and Number. A term defined in any part of this Employment Agreement shall have the defined meaning wherever such term is used herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Employment Agreement. Where appropriate to the context of this Agreement, use of the singular shall be deemed also to refer to the plural, and use of the plural to the singular.
- g. Governing Laws and Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. The parties hereto further agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Michigan.

IN WITNESS WHEREOF, the Charter Township of Union and Employee have executed and delivered this Agreement as of the date written below.

John A. Doe

CHARTER TOWNSHIP OF UNION

By: _____

Print Name: _____

Title: _____

Date: _____

DRAFT

**Attachment to Standard Department Director
At-Will Employment Agreement**

**EMPLOYMENT SEPARATION
AND RELEASE OF CLAIMS AGREEMENT**

THIS EMPLOYMENT SEPARATION AND RELEASE OF CLAIMS AGREEMENT (“Separation Agreement”), by and between CHARTER TOWNSHIP OF UNION (“Township”), and _____ (“Employee”), is effective seven (7) days following Employee’s execution, without revocation, of this Separation Agreement (“Effective Date”).

The parties desire to reach an understanding regarding Employee’s separation from Employee’s at-will employment with the Township and a resolution of any and all differences between them.

NOW, THEREFORE, it is agreed as follows:

1. Separation Date. Employee’s employment with the Township is terminated effective _____ (“Separation Date”).
2. Wages Paid for Time Worked. Employee will be paid for all time worked through the Separation Date on the regular payroll date.
3. Consideration. In full and complete consideration of this Separation Agreement:
 - a. The Township shall make severance payments to Employee equal to _____ months of salary at Employee’s rate of pay as of the Separation Date, totaling the gross amount of \$_____. These payments shall be made in the same manner and at the same time as regular payroll payments, beginning on the first payroll date following expiration (without revocation) of the 7-day revocation period set forth in Paragraph 18 below. Employee understands that the Township will deduct from the severance payments federal and state withholdings and any other deductions required by law.
 - b. Subject to the requirements of subsections i. and ii. below, the Township will provide continuation of Group Plan Coverage under COBRA for health care, dental and vision benefits in effect on the Separation Date (“COBRA continuation coverage”).
 - i. The Township will pay the premiums for COBRA continuation coverage elected for Employee, Employee’s spouse, and dependent children until the earlier of (a) the expiration of the severance payment period in Paragraph 3.a. or (b) the expiration or termination of COBRA continuation coverage. Employee will pay the employee premium contribution for these

benefits in effect on the Separation Date, which amount shall be paid via deductions from the severance payments described in Paragraph 3.a or as otherwise agreed by the parties.

- ii. The Township's obligation to pay COBRA premiums is conditioned on the Employee's timely written notice to Employer of (a) the election of COBRA continuation coverage, (b) the premium amounts and premium payment due dates, (c) any change to premium amounts, and (d) the party to which premium payments are to be made. Employer is not responsible for any loss or termination of COBRA coverage due to Employee's failure to timely notify Employer in writing of the election, premium amount, changes to premium amounts, premium payment due dates, or the party to which premium payments are to be made.
 - c. The Township shall make a payment to Employee for (1) Employee's vacation bank balance and the current years vacation accruals not yet posted to the vacation bank; (2) Employee's personal leave bank balance; and (3) one-half (1/2) of Employee's sick leave bank balance, at Employee's rate of pay as of the Separation Date. This payment shall be made on the first payroll date following expiration (without revocation) of the 7-day revocation period set forth in Paragraph 18 below. Employee understands that the Township will deduct from this payment federal and state withholdings and any other deductions required by law.
4. Benefits. Employee specifically acknowledges that, except as specifically provided in this Separation Agreement, no compensation, benefits, or debts of any kind are due and owing to Employee from the Township.
 5. General Release of Claims. In consideration of the above, Employee voluntarily and knowingly releases and discharges the Township and its elected officials, employees, attorneys, and agents (collectively referred to in this Paragraph as "the Township") from any and all claims of any nature, including any claims for attorney fees and costs, Employee may have against the Township based on any fact, circumstance, or event occurring or existing at or before Employee's execution of this Separation Agreement. This Separation Agreement does not waive any right or claim which may arise after the date Employee signs this Separation Agreement.

This general release of claims includes all claims whatsoever to the fullest extent consistent with applicable law, whether founded in contract, tort, statute, or regulation; federal, state, local, or common law; or any other theory or grounds, including, but not limited to, any rights or claims under the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act, as amended; the Michigan Persons with Disabilities Civil Rights Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Michigan Whistleblowers' Protection Act, as amended; the Family & Medical Leave Act, as amended; and the Michigan Civil Rights Act, as amended. This general release of claims applies to claims that Employee knows about and those

Employee may not know about. Employee acknowledges that this release is being given in exchange for consideration and benefits in addition to that which Employee is already entitled.

This Release does not apply to claims for workers' disability compensation benefits, unemployment insurance benefits, or any other claim that cannot lawfully be waived this this Separation Agreement.

Employee represents, warrants and agrees that Employee does not currently have on file, and that Employee will not hereafter file, any claims, charges, grievances or complaints against the Township in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or panel of arbitrators, public or private, based upon any actions or omissions by the Township occurring prior to Employee's execution of this Separation Agreement. Employee specifically waives the right to pursue any applicable grievance procedures and waives the right to receive any benefits or remedial relief as a consequence of any charge filed with the Equal Employment Opportunity Commission or any other state, federal, or local agency. If an administrative agency pursues any claim on behalf of Employee, Employee specifically waives and forgoes any right to any monetary or equitable relief, which may result from such administrative action.

9. Return of the Township Property. By signing this Separation Agreement, Employee represents that Employee has returned to the Township all property of the Township, including, but not limited to all Township information, financial information, passwords, documents, reports, files, memoranda, records, keys, identification cards, computers and computer accessories, software, computer discs, or any other property that Employee received or prepared or helped to prepare in connection with Employee's employment and which Employee possesses or which is subject to Employee's control, and that Employee has not retained and will not retain any copies, duplicates, reproductions, computer files, or excerpts of any documentary information or software. Employee agrees that any failure to return the property of the Township will be deemed a breach of this Separation Agreement.
10. Cooperation. In consideration of the above, Employee agrees that for sixty (60) days following the Effective Date of this Separation Agreement, Employee will cooperate fully with the Township by answering questions and providing information to Township representatives as necessary to ensure the ongoing and efficient administration and operations of the Township.
11. Not an Admission. It is expressly acknowledged and understood by Employee that this Separation Agreement is not to be construed as an admission of liability or any wrongdoing whatsoever on the part of the Township, by whom all liability is expressly denied.
12. Jurisdiction; Venue; and Waiver of Jury. For any action or proceeding arising out of or related to this Separation Agreement, the parties irrevocably submit to the exclusive

jurisdiction and venue of the applicable state court for Isabella County, Michigan or the United States District Court for the Eastern District of Michigan, Southern Division. **THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY AND ALL ACTIONS OR PROCEEDINGS AT ANY TIME IN WHICH THE TOWNSHIP AND _____ ARE PARTIES ARISING OUT OF OR RELATED TO THIS SEPARATION AGREEMENT.**

13. Governing Law. This Separation Agreement shall be governed by and construed, interpreted, and enforced in all respects in accordance with the laws of the State of Michigan.
14. Enforceability/Severability of Agreement. In the event that any provision of this Separation Agreement is determined to be invalid or unenforceable for any reason, such provision shall be deemed modified to the extent required to render it valid, enforceable, and binding, and such determination shall not affect the validity or enforceability of any other provision of this Separation Agreement.
15. Entire Agreement; Amendments. This Separation Agreement and the obligations under this Separation Agreement that extend past termination of employment constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, arrangements, and communications, whether oral or written, pertaining to the subject matter hereof. No change or modification of this Separation Agreement shall be valid unless the same is in writing and signed by Employee and the Township. No waiver of any provision of this Separation Agreement shall be valid unless in writing and signed by the person or party against whom charged.

Employee further acknowledges that no party, agent, representative, or attorney of or for the Township, has made any statement or representation to Employee regarding any fact relied upon in entering into this Separation Agreement, and Employee has not relied upon any statement, representation, or promise of the Township in executing this Separation Agreement, unless expressly stated in this Separation Agreement.

16. Voluntary Agreement. Employee is advised to consult an attorney. Employee acknowledges that Employee has read this Separation Agreement in its entirety, that Employee completely understands its terms and their significance, that Employee has been advised to consult with an attorney and that Employee's agreement to all of the provisions of this Separation Agreement is made freely, voluntarily, without reservation, and with full knowledge and understanding of its contents.
17. 21-Day Consideration Period. Employee agrees that Employee has been provided a period of at least twenty-one (21) days from which this Separation Agreement was initially presented to Employee during which Employee has had the opportunity to consider the Separation Agreement and its terms prior to its execution (recognizing, however, that Employee has the right to voluntarily execute this Separation Agreement prior to the expiration of the twenty-one (21) day consideration period).

18. Seven-Day Revocation Period. This Separation Agreement shall not become effective or enforceable against Employee until seven (7) days following the execution of this Separation Agreement. Employee may revoke this Separation Agreement by indicating in writing to _____ by 5:00 p.m. of the seventh day following Employee's execution of Separation Agreement, an intention to revoke this Separation Agreement. Absent any such revocation, this Separation Agreement shall become enforceable as set out above.

IN WITNESS WHEREOF the parties have executed this Separation Agreement as of the day and year written below.

CHARTER TOWNSHIP OF UNION

By: _____

[Employee]

Dated: _____

Dated: _____