

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

LOCATION: MACOMB TOWNSHIP MEETING CHAMBERS  
54111 BROUGHTON ROAD  
MACOMB, MI 48042

PRESENT: JANET DUNN, SUPERVISOR  
KAREN GOODHUE, TREASURER  
DINO F. BUCCI, JR, TRUSTEE  
CLIFFORD W. FREITAS, TRUSTEE  
ROGER KRZEMINSKI, TRUSTEE  
NANCY NEVERS, TRUSTEE

ABSENT: MICHAEL D. KOEHS, CLERK

ALSO PRESENT: Lawrence Scott, Legal Counsel  
Thomas Esordi, Legal Counsel  
Patrick Meagher, Planning Consultant  
James Gelios, Deputy Clerk  
*(Additional attendance on file at the Clerk's Office)*

Supervisor DUNN called the meeting to order at 7:00 p.m. and the Pledge of Allegiance was recited.

### ROLL CALL

1. Deputy Clerk GELIOS called the roll and the Board of Trustees was present except for Clerk Koehs.

**MOTION by KRZEMINSKI seconded by BUCCI to refrain from calling Clerk Koehs' name for any roll call votes for this meeting.**

**MOTION carried.**

### APPROVAL OF THE AGENDA

2. The agenda was reviewed and item 5A4 added to Consent Agenda. Items 9A, 9B and 9C were added to the regular agenda. Item 10 was moved to 6A on regular agenda.

**MOTION by BUCCI seconded by GOODHUE to approve the agenda as amended.**

**MOTION carried.**

### APPROVAL OF THE BILLS

3. Both bill runs were reviewed and there were no additions, deletions or corrections.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

**MOTION by NEVERS seconded by GOODHUE to approve both bill runs as presented.**

**MOTION carried.**

**APPROVAL OF THE PREVIOUS MEETING MINUTES**

4. The minutes of the previous meeting held on September 9, 2015 were reviewed and any additions, corrections or deletions were discussed and made.

**MOTION by KRZEMINSKI seconded by FREITAS to approve the minutes of the meeting of September 9, 2015 as presented.**

**MOTION carried.**

5. **Consent Agenda Items:**

A. Water and Sewer Department:

1. Easement Encroachment Agreement: Unit: 143, Bridgewater Estates Site Condominiums. Sidwell # 08-17-202-143.
2. Request to Attend Conference: Water Certification Review Class.
3. Request to Attend Conference: 2015 Fall Regional Meeting.
4. Request to Send One Employee to One Day Supervisor Class.

B. Parks and Recreation Department:

1. Request for Social Media Training.

**MOTION by BUCCI seconded by GOODHUE to approve the Consent agenda as presented.**

**MOTION carried.**

6. **Public Comments, Agenda Items Only**

Resident Jasper Fanfalone spoke regarding his concerns over item 6A being apartments. Resident Richard Saigh also spoke regarding his displeasure in item 6A being turned into apartments.

Legal Counsel Larry Scott addressed the comments and answered questions by these residents and item 6A in general.

- 6A. **Request for Revised Site Plan;** Hartford PUD, Michigan Land Holdings Petitioner. Located on south side of 24 Mile Road and east of Card Road. Permanent Parcel No. 08-14-100-011 & 012.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

Patrick Meagher, Planning Consultant, addressed this item with the Board members, recommending denial.

Legal Counsel Larry Scott clarified that they are not denying the PUD but rather the application to amend or revise the PUD from condominiums to apartments.

**MOTION by KRZEMINSKI seconded by BUCCI to deny this request for the Revised Site Plan; Hartford PUD, Michigan Land Holdings Petitioner. Located on south side of 24 Mile Road and east of Card Road. Permanent Parcel No. 08-14-100-011 & 012.**

**MOTION carried.**

**OLD BUSINESS**

7. Amendment to Budget Regarding Planning Department Personnel.  
*(tabled from September 9, 2015)*

Legal Counsel Thomas Esordi addressed this item with the Board members.

**MOTION by BUCCI seconded by KRZEMINSKI to allow employee #51 to remain in the clerk's office to continue secretarial duties and employee #99 to remain in the Planning Department.**

**MOTION carried.**

**NEW BUSINESS**

8. Authorization for Supervisor and Clerk to Execute Single Waste Hauler Agreement.

Legal Counsel Thomas Esordi addressed this item with the Board members, stating this contract goes into effect Oct 1, 2015.

Mr. Don Baretta, from Rizzo Environmental Services, was present to answer the several questions from the Board members.

Trustee Freitas advised the Board members he was abstaining from voting on this issue due to a potential conflict of interest due to his employment with Rizzo management.

**MOTION by BUCCI seconded by KRZEMINSKI to authorize the Supervisor and Clerk to Execute Single Waste Hauler Agreement as presented.**

**WASTE COLLECTION AND DISPOSAL CONTRACT**

This Agreement made and entered into this 23<sup>rd</sup> of September, 2015 by and between the Township of Macomb, a Michigan municipal corporation, whose offices are located at 54111 Broughton Road, Macomb, Michigan 48042, hereinafter referred to as "Township" and Rizzo Environmental Services, Inc., whose offices are located at 6200 Elmridge Drive, Sterling Heights, Michigan hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the Township in 2015, solicited proposals for a Single Hauler Waste Collection and Disposal Program in accordance with: the Township Ordinance, Advertisement for Proposals; Request for Proposals and Instructions to Proposers; Proposal Form; Service Descriptions and Specifications; this Contract; and certain attachments thereto, hereinafter referred to as "Contract Documents"; and

**WHEREAS**, the Contractor has submitted a Proposal in accordance with the Contract Documents and further negotiated the contract terms all of which have been accepted by the Township;

**NOW THEREFORE**, for and in consideration of the mutual undertakings of the parties hereto, as hereinafter set forth, the receipt of which is hereby acknowledged by both parties, it is agreed by and between the parties hereto as follows:

1. **Contractor Responsibilities and Compensation.** The Contractor shall, during the term of this Contract or any extension thereof, collect, transport, and dispose of all items of mixed waste, recyclable materials and yard waste from residential dwelling units and provide other services to the Township in accordance with all provisions of any applicable federal, state and county laws and ordinances of the Township. The Contractor shall perform all other terms, conditions, requirements, and services as set forth in the Contract Documents and those services which are incidental thereto without any additional compensation other than as set forth in the Contract Documents. The Township has awarded the Contract under Contractor's Proposal which is attached to this Contract, under the rates set forth in the attached Rate Schedule. All services shall be performed in an orderly and proficient manner.
2. **Contract Documents.** The Contract Documents consisting of: the Ordinance; Advertisement for Proposals; Request for Proposals and Instructions to Proposers; the Service Descriptions and Specifications; the Proposal submitted by the Contractor including all attachments and the Appendices are incorporated herein by reference and shall become a part of this Contract and shall be binding

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

upon the parties hereto. If there is any variance between the Contract and any of the other documents, the Contract itself will be the controlling document. The Contractor hereby agrees to waive any claim for failure of the Contract to conform to the Contract Documents. The Contractor represents that the Contractor has reviewed the Contract Documents and agrees to be bound by the same.

3. **Term of Contract.** The initial term of this Contract shall be for a period of five (5) years, commencing on October 1, 2015 and ending September 30, 2020. At the option of the Township the term of the Contract may be extended for an additional three (3) year period, commencing on October 1, 2020 and ending on September 30, 2023, at terms and conditions negotiated by the parties.
4. **Licenses.** Contractor shall obtain at its own expense any licenses required by the federal, state or local governments necessary to operate the equipment and perform the work required by this Contract. Employees of the Contractor shall have all licenses and endorsements required by federal, state and local laws in order to operate the equipment and vehicles utilized in the performance of this Contract.
5. **Vehicles.** All vehicles and equipment utilized by the Contractor in the performance of the services under this Contract shall be kept in a safe and good operating order and in a clean, presentable condition. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the Township or its designate at any time. Rejected equipment must be replaced or repaired by the Contractor within a reasonable time stated by the Township or its designated.
6. **Complaints.** All complaints of refuse or yard waste/lawn debris pick-up made by residential dwelling units regarding the collection and removal of the same shall be made to the Contractor's field supervisor and a written decision of the results of such complaint shall be returned to the Township within twenty-four (24) hours. Complaints shall be resolved on a daily basis. The Contractor shall maintain a twenty-four (24) hour telephone service for the purpose of receiving complaints. The complaint telephone number shall be given by the Contractor to all residential dwelling units. The Township reserves the right to change, amend and/or revise the complaint resolution process.
7. **Assignability.** The Contractor shall not assign nor subcontract this Contract or any part thereof to any person or firm unless such assignment or subcontract is first approved in writing by the Township Board of Trustees, it being understood that the Contract shall not be assigned unless the proposed assignee is acceptable to the Township. Such approval will not be unreasonably withheld.
8. **Indemnification.** The Contractor hereby agrees to protect, indemnify, and save

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

harmless the Township, its officials, officers, agents, servants, and employees from and against any and all loss, expense, damages, charges and costs (including court costs and attorney fees) for any breach of any term, covenant or condition of this Contract and for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of or in any way connected with any negligent, tortious, or intentional act, error, or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the service provided for in the Contract. In the event any action or proceedings shall be brought against the Township by reason of any claim covered hereunder, the Contractor upon notice from the Township, shall at its sole cost and expense, resist and defend same. If it is necessary for the Township to provide its own defense after failure of Contractor to provide same, all costs associated therewith including its attorney fees shall be assessed to the Contractor. Contractor shall add the Township as an additional named insured to a comprehensive general liability policy of insurance.

The Contractor agrees that it is its responsibility and not the responsibility of the Township to safeguard its property or the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Contract. Further the Contractor agrees to hold the Township harmless for any loss of or damage to such property and materials used by any such persons pursuant to the Contractor's performance under this Contract or which is in their possession.

9. **Contractor's Failure to Perform.** In the event the Township determines that the Contractor has failed to perform under the Contract with regard to the work required on a timely basis, perform the work with sufficient personnel and/or sufficient or proper equipment in order to assure the proper performance of such work, or with regard to any other material term or condition of the Contract, after the Township has given written notice to the Contractor to cure the violation within 30 days, the Township shall be entitled to take the following action:

1. If the violation constitutes the first uncured violation, or the first failure to cure a violation within those 30 days, and the same has not resulted in damage to person or property, the Contractor shall pay the Township, as liquidated damages, the sum of \$500.00.
2. If the Contractor has previously had one or more uncured violations or one or more failures to cure a violation within those 30 days, and there is an additional uncured violation or failure to cure a violation in a timely manner, and/or, if any violation or failure to cure a violation has resulted in damage to property, the Contractor shall pay to the Township a sum equal to the amount necessary to compensate for an damage to property, and, in addition, pay to the Township, as

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

liquidated damages, the sum of \$750.00.

3. If the Contractor is found to be in violation of any of the terms of the Contract, and if the violation has resulted in personal injury to one or more persons, the Contractor shall pay to the township, as liquidated damages, the sum of \$25,000.00, and in addition, the Township may terminate the contract.

In the event the Township shall determine, in its discretion, that serious and irreparable harm and damage is likely to occur to person or property, or that an impairment or pollution of the environment is likely to occur, the Township is authorized to give any reasonable directive to the Contractor, and such directive shall be deemed to be a term of the Contract with the view of avoiding serious and irreparable harm and damage and avoiding an impairment or pollution of the environment.

In carrying out each of the provisions of this section of the Contract, the Contractor shall be afforded a hearing by the Township prior to any determination being made.

For each failure to make a collection from a site of generation in accordance with the schedule of collections where correction of such occurrence is not made by twelve o'clock noon the following day, the Township may assess the Contractor the sum of Thirty-Five Dollars, as liquidated damages suffered by the Township; provided, however, if the failure to make a collection is the result of flood, extremely icy, hazardous conditions of streets and roads, making it impossible to move equipment over the same, or any other act of God, such breach shall be waived by the Township, and no assessment of liquidated damages shall be made. Complaints of this nature will be referred to the Contractor who shall remedy the condition by twelve o'clock noon the following day.

10. **Performance Bond.** The Contractor shall execute a Performance Bond with sureties acceptable to the Township, in the amount of Seven Hundred Fifty Thousand and 00/100 (\$750,000.00) Dollars for the duration of the Contract and any extension thereof, in favor of the Township of Macomb, conditioned upon faithful and proper performance of the Contract.
11. **Insurance Requirement.** The Contractor shall not commence operations until all insurance requirements have been provided to the Township as required by the Contract Documents. The Contractor agrees to keep in force during the entire term of this Contract or any extensions thereof, insurance coverage as required by the Contract Documents.
12. **Termination and Default.** The Township may terminate this Contract prior to its expiration date upon thirty (30) days written notice of the occurrence of a default

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

as hereinafter provided. The notice of termination shall be sent to Contractor by certified mail, return receipt requested. Each of the following events shall constitute a default:

- A. The failure by the Contractor to fulfill any of its obligations hereunder in a timely and proper manner in accordance with this Contract.
- B. The failure of the Contractor to perform any material covenants, agreements, terms or obligations set forth in this Contract.
- C. The Contractor ceases to conduct business in the normal course by reason of insolvency, receivership or by or in bankruptcy, whether voluntary or involuntary.

Upon the occurrence of a default, the Contractor shall be liable to the Township for any damages the Township sustains by virtue of the Contractor's breach, and any costs the Township incurs enforcing or attempting to enforce this Contract, including attorney fees, costs, and forfeiture of the contractor's performance bond.

**13. Failure to Perform Beyond Control of the Contractor.** Notwithstanding any other provision in this Contract or other Contract Documents to the contrary, Contractor shall not be in default or otherwise liable for any failure to perform any of its obligations under this Contract, of such failure is caused by forces beyond the control of Contractor including but not limited to war, civil disasters or by any force majeure or act of God. Provided, however, whenever the Contractor seeks to implement the protection of this section, it must promptly notify the Township in writing of the force majeure event, which notice shall specify:

- (i) The force majeure event;
- (ii) Contractor's efforts to resolve the force majeure event as soon as reasonably possible, including any costs associated therein; and,
- (iii) Contractor's estimate of when the force majeure event will be resolved.

Contractor shall promptly begin and diligently pursue to completion all reasonable actions or activities to eliminate the force majeure event so as to resume performance under this Contract as soon as reasonably possible.

Notwithstanding efforts by Contractor, if the force majeure event impacts the health, safety and welfare of Township residents, the Township shall have the right to undertake whatever actions it deems appropriate to resolve the force majeure event.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

Strikes, labor disputes, work stoppages or “slowdowns” or the like shall not provide, in any manner, an acceptable or excusable basis for delay, partial performance, or non-performance by the Contractor of the services under the Contract. In the event of the occurrence of such strikes, labor disputes, work stoppages, “slowdowns” or the like, the Contractor shall remain obligated and liable to the Township for the complete and proper performance of the services contained in the Contract.

14. **Modification.** The terms of this Contract may only be modified, changed or altered upon the mutual written agreement of the Contractor and Township. No such amendment shall be effective and binding unless it expressly makes reference to this Contract, is in writing, has been approved by the Township of Macomb Board of Trustees, and is signed by the Contractor and the duly authorized representative(s) of the Township.
15. **Fair Employment Practices.** In accordance with the United States Constitution and all Federal legislation and regulations, the Michigan Constitution and all State laws and regulations governing fair employment practices and equal employment opportunity, the Contractor shall not discriminate against any person, employee, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position.
16. **Waiver.** No failure on the part of the Township to insist upon the strict performance of any covenant, term, or condition of this Contract or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Contract, but each and every covenant, term, and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Contract shall be governed by the laws of the State of Michigan.
17. **Severability.** If any provision of this Contract, or the application thereof to any person or circumstance shall to any extent, judicially be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
18. **Entire Agreement.** This Contract and the other Contract Documents, including any exhibits attached thereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

19. **Construction.** All terms and provisions of this Contract shall be deemed and construed to be “covenants” and “conditions” as though the words specifically expressed or imparted covenants and conditions were used in each separate term.
20. **Service Rates.** Rates charged to residents for service shall be according to the rates identified on the attached Rate Schedule. There shall be no fuel surcharge charged or added to the rates identified on the attached Rate Schedule.
21. **Payment of Employee Contributions: Hold Harmless.** The Contractor shall pay the contributions measured by the wages of its employees and the employees of its subcontractors required by the Social Security Act and/or the Public Laws of the State of Michigan and shall assume exclusive liability for said contributions. The Contractor shall further hold harmless the Township for any contributions measured by the wages of employees of the Contractor and its subcontractors.
22. **Payment of Taxes.** The Contractor shall pay the federal, state, county of municipal sales, use or other taxes or permits now in force or enacted during the term of the Contract, except as otherwise noted.
23. **Compliance with Labor and Civil Rights Laws.** The Contractor shall comply with all requirements of the Wage and Hour Act, Civil Rights Acts and all other statutory provisions both State and Federal, regarding hours, rates, etc. and shall be held responsible for compliance therewith.
24. **Compliance With Laws.** The Contractor, its employees and agents, shall carry on its business and operations in compliance with all applicable federal, state, county or local laws, statutes, rules, regulations or ordinances.
25. **Customer Information.** Any and all information maintained or generated relative to the individual residents and/or customers serviced under this Contract, regardless of being maintained by the Contractor, shall remain the sole property of Township and shall be delivered to the Township upon demand.
26. **Governing Law.** This Contract is made in and shall be governed by the laws of the State of Michigan.
27. **Independent Contractor Relationship: Hold Harmless.** The Contractor shall be considered an independent contractor and not an agent, servant or employee of the Township. No liabilities or benefits - such as workers’ compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract-for-hire or employer/employee relationship - shall arise or accrue to the Contractor or to the Contractor’s agents

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

or its employees in performing the Contract, and the Contractor shall indemnify the Township of any and all costs incurred for any such claims, including attorney fees, and hold the Township harmless from and against any such claims and any and all interest, costs, or attorney fees incurred thereby.

28. **Notices.** Any notices to be given hereunder shall be in writing and delivered personally (marked with the time and to who delivered) or by certified mail postage prepaid as follows:

To Township: Township of Macomb Clerk  
54111 Broughton Road  
Macomb, Michigan 48042

To Contractor: Rizzo Environmental Services, Inc.  
6200 Elmridge Drive  
Sterling Heights, Michigan 48313

**In Witness Whereof**, the parties have caused this Contract to be executed the day and year first above written.

**In the Presence of:**

**TOWNSHIP OF MACOMB**

\_\_\_\_\_

By: \_\_\_\_\_  
Janet I. Dunn, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Michael D. Koehs, Clerk

Dated: \_\_\_\_\_

**In the Presence of:**

**Contractor**

\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**WASTE COLLECTION AND DISPOSAL CONTRACT**

**RATE SCHEDULE**

- Residential Service:

October 1, 2015 – September 30, 2020

\$13.25 per household / per month

\$10.25 per senior household / per month\*

- Recycling Containers

Residents may request one 65 gallon recycling container which shall be provided for use free of charge.

- Residents may request containers for waste and/or yard waste at a rate of \$1.00 per container / per month.
- There shall be no fuel surcharge charged or added to the rates identified.
- All services for Township Locations identified in Article III Section 4C of the Township of Macomb Single Hauler Waste Collection and Disposal Program and specifically on page on page 13 of 42 shall be provided free of charge.

\* Senior Households will be provided service free of charge for the period of October 1, 2015 to December 31, 2015. Services will continue at the above indicated rate for Senior households on January 1, 2016.

**AYES: BUCCI, KRZEMINSKI, GOODHUE, NEVERS, DUNN**

**NAYS: NONE**

**ABSTAIN: FREITAS**

**ABSENT: KOEHS**

**MOTION carried.**

9. Request for Professional Services Agreement Engagement Letter for Annual Audit from Plante & Moran.

Supervisor Dunn addressed this item with the Board members.

**MOTION by KRZEMINSKI seconded by GOODHUE to approve this Request for Professional Services Agreement Engagement Letter for Annual Audit from Plante & Moran.**

**MOTION carried.**

- 9a. Request to Schedule a Public Hearing Date for S.A.D. Street Lighting; Hidden Meadows North Site Condominiums. (October 28, 2015 for scheduled date)

Supervisor Dunn addressed this item with the Board members and recommended October 28, 2015 for the Public Hearing date.

**MOTION by BUCCI seconded by NEVERS to approve October 28, 2015 as the date for the Public Hearing for S.A.D. Street Lighting; Hidden Meadows North Site Condominiums.**

**MOTION carried.**

- 9b. Resolution Honoring Eagle Scout Mitchel T. Pionk.

Deputy Clerk Gelios addressed this item with the Board members.

***Resolution Honoring  
Eagle Scout  
Mitchel T. Pionk***

At a regularly scheduled meeting of the Board of Trustees of the Township of Macomb, County of Macomb, State of Michigan held in the Township Hall in said township on the 23<sup>rd</sup> day of September, 2015 at 7:00 PM the following preamble and resolution were offered by member Krzeminski supported by member Freitas.

*Whereas, Mitchel T. Pionk* started his scouting career with Pack 146 during which time he received his Arrow of Light; and,

*Whereas, Mitchel T. Pionk* continued his scouting career with Boy Scout Troop 149 where he has distinguished himself by earning twenty two merit badges; and,

*Whereas, Mitchel T. Pionk* has earned numerous awards and served as Assistant Patrol Leader, Librarian and Patrol Guide; and,

*Whereas, Mitchel T. Pionk* is a student at L'Anse Creuse High School where he is a member of the Senior Class and by his own actions, achievements and high moral standards has made himself a role model to other scouts and to his peers,

*Now Therefore Be It Resolved*, by the Board of Trustees of the Township of Macomb, County of Macomb, Michigan speaking on behalf of all Macomb Township Citizens as follows:

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

*That By These Presents*, the Macomb Township Board of Trustees recognizes the dedication, commitment and personal sacrifices *Mitchel T. Pionk* has made to obtain the rank of Eagle Scout; and,

*Be It Further Resolved*, that the Macomb Township Board of Trustees hereby commends and publicly extends its congratulations to *Mitchel T. Pionk* on his elevation to Eagle Scout and further extends its best wishes to *Mitchel* in his future endeavors;

*Now Therefore*, the Macomb Township Board of Trustees hereby proclaims,

*Sunday, September 27, 2015*  
***Mitchel T. Pionk Day***  
in  
***Macomb Township***

FOR THIS RESOLUTION:

Supervisor Janet I. Dunn, Clerk Mitchel D. Koehs, Treasurer Karen M. Goodhue, Trustees Dino F. Bucci Jr., Clifford W. Freitas, Roger Krzeminski and Nancy Nevers.

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Janet I. Dunn, Supervisor

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Michael D. Koehs, Clerk

AYES: KRZEMINSKI, FREITAS, NEVERS, BUCCI, GOODHUE, DUNN

NAYS: NONE

ABSENT: KOEHS

MOTION carried, Resolution Passed.

9c. Resolution Honoring Eagle Scout Kyle Berrens.

Deputy Clerk Gelios addressed this item with the Board members.

***Resolution Honoring***  
***Eagle Scout***  
***Kyle Berrens***

At a regularly scheduled meeting of the Board of Trustees of the Township of Macomb, County of Macomb, State of Michigan held in the Township Hall in said township on the 23<sup>rd</sup> day of September, 2015 at 7:00 PM the following preamble and resolution were offered by member Krzeminski and supported by member Freitas.

*Whereas, Kyle Berrens* started his scouting career with Pack 149 during which time he received his Arrow of Light; and,

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

*Whereas, Kyle Berrens* continued his scouting career with Boy Scout Troop 149 where he has distinguished himself by earning thirty two merit badges; and,

*Whereas, Kyle Berrens* has earned numerous awards and served as Den Chief and Senior Patrol Leader; and,

*Whereas, Kyle Berrens* is a graduate from Dakota High School and plans to attend Kettering University, and by his own actions, achievements and high moral standards has made himself a role model to other scouts and to his peers,

*Now Therefore Be It Resolved*, by the Board of Trustees of the Township of Macomb, County of Macomb, Michigan speaking on behalf of all Macomb Township Citizens as follows:

*That By These Presents*, the Macomb Township Board of Trustees recognizes the dedication, commitment and personal sacrifices *Kyle Berrens* has made to obtain the rank of Eagle Scout; and,

*Be It Further Resolved*, that the Macomb Township Board of Trustees hereby commends and publicly extends its congratulations to *Kyle Berrens* on his elevation to Eagle Scout and further extends its best wishes to *Kyle* in his future endeavors;

*Now Therefore*, the Macomb Township Board of Trustees hereby proclaims,

*Saturday, September 26, 2015*

***Kyle Berrens Day***

in

***Macomb Township***

FOR THIS RESOLUTION:

Supervisor Janet I. Dunn, Clerk Michael D. Koehs, Treasurer Karen M. Goodhue, Trustees Dino F. Bucci Jr., Clifford W. Freitas, Roger Krzeminski and Nancy Nevers.

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Janet I. Dunn, Supervisor

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Michael D. Koehs, Clerk

**AYES: KRZEMINSKI, FREITAS, NEVERS, BUCCI, GOODHUE, DUNN**

**NAYS: NONE**

**ABSENT: KOEHS**

**MOTION carried, Resolution Passed.**

**PLANNING**

10. **Request for Revised Site Plan**; Hartford PUD, Michigan Land Holdings Petitioner. Located on south side of 24 Mile Road and east of Card Road. Permanent Parcel No. 08-14-100-011 & 012.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

This item was previously handled when moved to 6A.

11. **Request for Revised Site Plan;** The Featherstone at the Retreat; Located on the northeast corner of 22 Mile Road and North Avenue. S.E. Michigan Land Holdings; Petitioner. Section 24; Permanent Parcel No. 08-24-300-013.

Patrick Meagher, Planning Consultant, addressed this item with the Board members.

**MOTION by BUCCI seconded by GOODHUE to approve the Revised Site Plan; The Featherstone at the Retreat; Located on the northeast corner of 22 Mile Road and North Avenue. S.E. Michigan Land Holdings; Petitioner. Section 24; Permanent Parcel No. 08-24-300-013.**

**MOTION carried.**

12. **Request for Final Preliminary Plat;** Partridge Farms Subdivision. Located on east side of North Avenue approximately ¼ mile north of Hall Road. North Avenue Development Inc., Petitioner. Section 36, Parcel No. 08-36-303-023.

Patrick Meagher, Planning Consultant, addressed this item with the Board members.

**MOTION by BUCCI seconded by FREITAS to approve the Final Preliminary Plat; Partridge Farms Subdivision. Located on east side of North Avenue approximately ¼ mile north of Hall Road. North Avenue Development Inc., Petitioner. Section 36, Parcel No. 08-36-303-023.**

**MOTION carried.**

13. **Request for Re-Review of Tentative Preliminary Plat;** Villa Palmetto Subdivision. Located on south side of 26 Mile Road 750 feet east of Romeo Plank, Section 5. Parcel No. 08-05-300-002.

Patrick Meagher, Planning Consultant, addressed this item with the Board members.

**MOTION by KRZEMINSKI seconded by FREITAS to approve the Re-Review of Tentative Preliminary Plat; Villa Palmetto Subdivision. Located on south side of 26 Mile Road 750 feet east of Romeo Plank, Section 5. Parcel No. 08-05-300-002.**

**MOTION carried.**

14. **Request for Re-Review of Final Preliminary Plat;** Villa Palmetto Subdivision. Located on south side of 26 Mile Road 750 feet east of Romeo Plank, Section 5. Parcel No. 08-05-300-002.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

Patrick Meagher, Planning Consultant, addressed this item with the Board members.

**MOTION by KRZEMINSKI seconded by FREITAS to approve the Re-Review of Final Preliminary Plat; Villa Palmetto Subdivision. Located on south side of 26 Mile Road 750 feet east of Romeo Plank, Section 5. Parcel No. 08-05-300-002.**

**MOTION carried.**

15. **Request for Extension of Time for Site Plan;** Strathmore Site Condominiums Phase II. Located on south side of 26 Mile Road, 1050 feet east of Luchtman Road, Section 4. L & C 26 Mile Road Properties LLC, Petitioner. Parcel No. 08-04-100-035.

Patrick Meagher, Planning Consultant, addressed this item with the Board members.

**MOTION by BUCCI seconded by GOODHUE to approve the Extension of Time for Site Plan; Strathmore Site Condominiums Phase II. Located on south side of 26 Mile Road, 1050 feet east of Luchtman Road, Section 4. L & C 26 Mile Road Properties LLC, Petitioner. Parcel No. 08-04-100-035 for a period of one year.**

**MOTION carried.**

16. **Request for Sidewalk Abeyance;** 51370 North Avenue.

Jim Van Tiflin, Township Engineer, addressed this item with the Board members. He indicated this would also include 51450 North Avenue. This action would give the Township a ten (10) foot easement as part of this abeyance. This would allow the pathway to be constructed at a later date when other sidewalks are in place.

**MOTION by KRZEMINSKI seconded by GOODHUE to grant the Sidewalk Abeyance for 51370 North Avenue (Parcel # 08-13-300-054) and 51450 North Avenue (Parcel # 08-13-300-051).**

**MOTION carried.**

17. **Request for four (4) Model Permits;** Hidden Meadows North Site Condominiums.

Jim Van Tiflin, Township Engineer, addressed this item with the Board members.

**MOTION by BUCCI seconded by FREITAS to approve the Request for four (4) Model Permits; Hidden Meadows North Site Condominiums as presented.**

**MOTION carried.**

**WATER AND SEWER DEPARTMENT**

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

18. Water & Sewer Rates for Fiscal Year 2015/2016.

Jim Van Tiflin, Township Engineer, addressed this item with the Board members. He indicated the current rate for water is \$3.10 per unit and sewer is \$3.22 per unit. The proposed customer rate increase for water is \$3.65 per unit and \$3.75 per unit for sewer. The average customer monthly cost increase is \$10.08 for water and \$5.77 for sewer.

**MOTION by KRZEMINSKI seconded by NEVERS to approve the Water & Sewer Rates for Fiscal Year 2015/2016 as presented.**

**MOTION carried.**

**Public Comments, Non-Agenda Items Only - (3 minute time limit)**

**BOARD COMMENTS**

19. Supervisor Comments

Supervisor Dunn spoke regarding this township being the 2<sup>nd</sup> safest area in the state of Michigan with a population having over 50,000 people. She indicated she received a letter from Macomb Sheriff Anthony Wickersham regarding adding additional deputies due to the increase population in the township and related workload.

Sheriff Anthony Wickersham arrived and spoke to the Board members regarding his letter and proposal, which is to hire two full time deputies and full time dispatcher. The cost for this would be \$393,149.00.

Supervisor Dunn then stated that the police millage would not cover all of this cost but that the remainder of the cost would come from the general fund. She stated there would not be a increase in the millage rate.

**MOTION by BUCCI seconded by NEVERS to approve the proposal of hiring two full time deputies and dispatcher for \$393,149.00.**

**MOTION carried.**

20. Clerk Comments

None.

21. Treasurer Comments

None.

MACOMB TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES AND PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 23, 2015

22. Trustees Comments

None.

**ADJOURNMENT**

**MOTION by BUCCI seconded by GOODHUE to adjourn the Board meeting at 7:56 p.m.**

**MOTION carried.**

Respectfully submitted,

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Janet I. Dunn  
Macomb Township Supervisor

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James R. Gelios  
Macomb Township Deputy Clerk