

REGULAR MEETING OF THE GREEN CHARTER TOWNSHIP BOARD WAS CALLED TO ORDER AT 7:30 P.M. OCTOBER 11, 2005.

THE SUPERVISOR LEAD THE BOARD IN THE PLEDGE OF ALLEGIANCE TO THE FLAG.

THE FOLLOWING BOARD MEMBERS WERE PRESENT, ROLL CALL.

JOHN WELLNITZ,	SUPERVISOR
JANET CLARK,	CLERK
CAROLYN CHIPMAN,	TREASURER
A. DONALD GRANT,	TRUSTEE - ABSENT
GARY TODD	TRUSTEE
JAMES PEEK,	TRUSTEE
BARBARA WALDRON	TRUSTEE

MINUTES

The clerk presented the minutes of the regular, September 13, 2005 board meeting

MOTION was made by J. Peek and supported by G. Todd to accept the minutes of September 13, 2005 meeting. Motion carried 6 yes, 1 absent.

TREASURERS REPORT

The treasurer presented the treasurers report:

10-06-05 General Fund, balance \$711,985.96

10-06-05 Green Charter Township Sewer Fund \$397,298.60

The treasurer reported a new CD purchase at 3.97 % and one next month comes due.

There was a discussion on the sewer system replacement account to look at 60 or 90 day CDs.

MOTION was made by G. Todd and supported J. Peek to accept the Treasurer's report as presented in both funds. **MOTION CARRIED 6 yes 1 absent**

SEWER REPORT

Dennis Vandawater presented the sewer report .

The sewer report of Green Township as follows:

8-31-05 to 9-30-05

Reading-----75729590

Total flow-----1047800

Average daily flow-----34927

All is working fine.

D. Vandawater has not received any requests for an inspection in Sunrise Estates subdivision Steve Fenstermacher is to give him at least a 24 hour notice.

Treasurer C. Chipman reported the hookup fee and inspection fee has been received for lot 14 address of 18601 Sunrise Lane .

SEWER FINAL INSPECTIONS

MOTION was made by J. Peek and supported by G. Todd to direct a letter to M. Vargo, Mecosta Building & Zoning, to check with the township to be sure hookup fee and connection fee is paid to the township before final occupancy permit is issued.

HILLS OF MITCHELL CREEK

The developer of the Hills of Mitchell Creek, Kevin Wanstead was present.

Trustee, James Peek presented and read to the board the following:

FOURTH AMENDMENT TO WASTEWATER TREATMENT AGREEMENT BETWEEN THE CITY OF BIG RAPIDS AND THE CAHRTER TOWNSHIP OF GREEN. (Document and approval resolution included at the end of this document)

Prepared by the township's legal council, Richard Wendt, recommending in section 2 (a) 1,125,000 gallons peak instantaneous flow.

And to include the right of connection by the Fair grounds property on the west side of Sheridan Avenue where the lines run through to the Hills of Mitchell Creek.

There was a discussion on the following:

1. Who will read meter?
2. Future connection requests would require additional agreements.
3. Currently way below capacity.

MARLIES MANNING - GREEN TWP. RECREATIONAL MASTER PLAN REPORT

Marlies Manning was in attendance to present to the board the survey results analysis. The return of the recreation survey was 14.5%. There was a discussion. The Goals & Objectives Worksheet was presented and additional suggestions/options were given.

Items of discussion were:

1. Passive recreation
2. Most requested – picnic and playground areas
3. Master plan for building
4. River launch-river access properties
5. Charlie Brown Park – ownership
6. Link of the White Pine Trail
7. Survey river access properties
8. Environmental study of old dump
9. Recreation & Park Budget
10. Linking of Subdivisions to White Pine Trail and parks
11. Keep open communications with the DEQ
12. Schedule public meeting
13. Invite State Representative Darwin Booher
14. Invite Developers
15. Tuesday, November 1st , 2005 next meeting 7:30 PM

PUBLIC COMMENTS

David Cushway and Kelly Cushway were present to express to the board a formal complaint of concern about the loud noise coming from the Paris Sawmill early hours of the morning. There was a discussion.

Kelly Cushway was in attendance to ask the board to consider planting trees in the right-of-way on 200th & Oak after the road project is completed. The board explained that is under the jurisdiction of the Mecosta County Road Commission.

Mr. Cushway also expressed concern with the contractor’s disposal of trees removed from the road right-of-way on the 200th project. Per Cushway, property owners were not allowed to keep the wood.

MECOSTA CO. DRAIN COMMISSION

Soil erosion & Sedimentation Control Permit renewal for the Stone Hatchery site.

The request has been received for the \$65.00 renewal soil erosion permit. There was a discussion and the board asked the supervisor to send a letter to the County Commissioners and Paul Bullock asking for co-operation and waive this renew fee for the public benefit.

REED CITY LIBRARY

A letter has been received from the Reed City Library asking the township for additional funding “since the penal fines did not meet the 3/10 mil”. There was a discussion and the board directed the supervisor to send a letter to Ms. Obermier of the Reed City Library, expressing the township is not willing to participate with additional funding other than the penal fines.

PARKHILL FENCE ENCROCHMENT

G. Todd reported he talked with the township assessor and the total encroachment is not significant total of 4/100 of an acre. The board recommended Todd speaks with the property owner.

STUMP GRINDER

Trustee, G. Todd went to the properties of the township that needed the stumps ground with a contractor and received a price quote of \$250.00.

MOTION was made by G. Todd and supported by J. Peek to contract with Chris Cook to have the stumps and one tree cut in the cemeteries and the Stone Hatchery entrance for the cost of \$250.00. **Motion carried. 6 yes 1 absent.**

ELECTION INSPECTORS FOR NOVEMBER 8, 2005 ELECTION

MOTION was made by G. Todd and supported by J. Peek to appoint the following as election inspectors for the November 8, 2005 election

Patricia Moore, Janet Clark, Lisa Burch, Barbara Waldron

MOTION CARRIED. 6 YES 1 ABSENT

MTA JANUARY 2006 EDUCATIONAL CONFERENCE

MOTION was made by J. Peek and supported by G. Todd to approve attendance fees, mileage and lodging for the board and deputies to attend the annual Michigan Townships Association 2006 Annual Educational Conference. **MOTION CARRIED. 6 YES 1 ABSENT**

Waldron, Peek, Clark, Wellnitz, Chipman, Todd, Grant-absent

FRIENDS OF THE WHITEPINE TRAIL will be using the hall for a meeting October 27, 2005 @ 7:00.

SMILE PROGRAM

MOTION was made by G. Todd and supported by B. Waldron to allow the use of the township hall for the SMILE PROGRAM. **MOTION CARRIED. 6 YES 1 absent**

CHARTER COMMUNICATION FRANCHISE AGREEMENT

J. Clark, the clerk reported more information is being gathered on the franchise fee percents. Charter may have an information letter to us by the next board meeting.

CARPET CLEANING

MOTION was made by G. Todd and supported by J. Peek to get two quotes for the carpet cleaning of the hall and to use the best quote. **MOTION CARRIED. 6 YES 1 ABSENT.** Wellnitz, Chipman, Todd, Grant-absent, Peek, Waldron, Clark.

BATHROOM TOWEL DISPENSORS

MOTION was made by C. Chipman and supported by J. Peek to purchase new paper towel dispensers. **MOTION CARRIED. 6 YES 1 ABSENT** Waldron, Peek, Clark, Wellnitz, Chipman, Todd, Grant –absent

TOWNSHIP NEWS LETTER INCLUDED IN TAX NOTICE

Treasurer C. Chipman asked the board to give her information that could go into the township news letter.

AUTHORIZE PAYMENT OF BILLS

MOTION was made by G. Todd and supported by C. Chipman to approve payment of the following bills:

MOTION CARRIED. 6 yes Waldron, Peek, Clark, Wellnitz, Chipman, Todd, Grant- absent

GREEN GENERAL FUND CK # 7343 THROUGH # 7377 \$ 58,319.67 & CK# 7378 \$715.75

GREEN SEWER FUND CK # 2029 THROUGH # 2038 \$ 13,074.40

SUNRISE HAVEN none

ADJOURN –MOTION was made by G. Todd and supported by B. Waldron to adjourn, MOTION CARRIED. 6 yes 1 absent, at 10:45 p.m.

JANET CLARK, TOWNSHIP CLERK

**FOURTH AMENDMENT TO WASTEWATER TREATMENT
AGREEMENT BETWEEN THE CITY OF BIG RAPIDS AND THE
CHARTER TOWNSHIP OF GREEN**

**THIS FOURTH AMENDMENT TO WASTEWATER TREATMENT
AGREEMENT BETWEEN THE CITY OF BIG RAPIDS AND THE CHARTER
TOWNSHIP OF GREEN** (the "Fourth Amendment") is made and entered as of October 11, 2005, by and between the **CITY OF BIG RAPIDS**, a Michigan municipal corporation (the "City"), whose address is 226 N. Michigan Avenue, Big Rapids, Michigan 49307-1489 and the **CHARTER TOWNSHIP OF GREEN**, a Michigan charter township (the "Township"), whose address is 21431 Northland Drive, P.O. Box 233, Paris, Michigan 49338.

RECITALS

A. The City and the Township have previously entered into a certain Wastewater Treatment Agreement Between the City of Big Rapids and Green Township dated as of October 26, 1977, as amended on February 14, 1978, April 10, 1978, and May 1, 1995 (collectively, the "Agreement").

B. The Agreement provides for the reception, treatment and disposal of sanitary sewage emanating from the Township System.

C. The City has requested that the Township consent to the transport of certain sanitary sewage originating in a proposed primarily residential development located in Big Rapids Township known as "The Hills of Mitchell Creek" (the "Project") through the Township System for receipt, treatment and disposal by the City through the City System.

And to include in this agreement the option of connection by the Fair Board Property on the west side of Sheridan Avenue where the lines run through to the Hills of Mitchell Creek Development.

D. The Township is willing to permit the transport of the Project's sanitary sewage through the Township System for receipt, treatment and disposal by the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual undertakings as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendment to Paragraph 3 of Agreement. Paragraph 3 of the Agreement is amended in its entirety to read as follows:

3. Township Responsibility for Township System. Except as otherwise provided in this Fourth Amendment, the Township System shall be the sole and exclusive responsibility of the Township for all operations, maintenance, expansion, additions, improvements and administration thereof. The Township shall have the sole responsibility for expansion of the Township System so long as the quantity of wastewater emanating from users in the Township does not exceed the capacity of the City System allocated in the Township pursuant to Paragraph 4 hereof. The Township shall be responsible for establishing, billing and collecting rates and charges to users in the Township utilizing the Township System.

Section 2. Amendment to Paragraph 4 of Agreement. Paragraph 4 of the Agreement is amended by changing the reference of 350,000 gallons average daily flow in subparagraphs a., b. (1) and c. to 450,000 average daily flow and changing the reference of 875,000 gallons peaks instantaneous flow in subparagraph a. to 1,125,000 gallons peak instantaneous flow.

Section 3. Amendment to Paragraph 10 to Agreement. Paragraph 10 of the Agreement is amended in its entirety to read as follows:

10. Notice of Damage, Hazard or Violation. The City shall notify the Township, in writing, of any damage to the City System or of any hazard to persons involved in the operation or maintenance of the City System or violation of the City's Sewer Use Ordinance, or of violation of the NPDES Discharge permit caused by wastewater emanating from the Township System and caused by users in the Township. Wastewater from users in the Project shall not be considered to be emanating from the Township System. Upon such notice the Township shall, at its expense, take such action necessary to correct the cause of such damage caused by users in the Township only. Such action shall be diligently commenced and pursued by the Township. All expenses involved shall be paid by the Township, provided, however, the Township shall not be responsible for or required to correct or pay for the cost of correction of any damage caused by wastewater emanating from the Project. The City shall not intentionally discontinue service and treatment of wastewater emanating from the Township System except by agreement with the Township or by order of a court of competent jurisdiction, or except in the case of emergency where necessary to protect the operational integrity of the City System, or unless service shall be temporarily discontinued under Paragraph 11 hereof. The Township shall notify the City, in writing, of any damage to the Township System or of any hazard to persons involved in the operation and maintenance of the Township System or violation of the Township's Sewer Use Ordinance caused by wastewater emanating from users in the Project. Upon such notice, the City shall, without expense to the Township, take such action or cause such action necessary to correct the cause of such damage caused by users in the Project. All such expenses shall be paid or caused to be paid by the City.

Section 4. Amendment to Paragraph 11 to Agreement. Paragraph 11 of the

Agreement is amended in its entirety to read as follows:

Paragraph 11. Discontinuance of Service in the Event of Emergency. The City and the Township may respectively discontinue service in the event of an emergency, i.e., any unanticipated occurrence which reasonably could be expected to cause immediate material damage to the City System or Township System, respectively, or which may constitute an immediate hazard to life or property. The City and Township, respectively, agree to resume service upon the cessation of the emergency or as soon thereafter as may be practicably established. In the event of any such emergency under this Paragraph 11, (a) the City shall have the right by any employable means at its command to prevent continued introduction of sewage into the City System from the Township System, and (b) the Township shall have the right by any employable means at its command to prevent continued introduction of sewage into the Township System from the Project. In such event, a party shall promptly notify the other party and together the parties shall take every available means to correct the situation causing the emergency and thereafter resume service.

Section 5. Amendment of Paragraph 13 to Agreement. Paragraph 13 of the

Agreement is amended in its entirety to read as follows:

13. Liability for Damaging Waste. The Township agrees to pay the cost of repair for any damage to the City System resulting from the discharge of damaging wastes (within the meaning of the City Sewer Use Ordinance) from users in the Township in violation of the City Sewer Use Ordinance or this Agreement, or in violation of the City's NPDES Discharge Permit. The City agrees to pay or cause to be paid the cost of repair for any damage to the Township System resulting from the discharge of damaging wastes (within the meaning of the Township Sewer Use Ordinance) from users in the Project in violation of the Township Sewer Use Ordinance or this Agreement. The Township further agrees to pay any fines or charges levied by any governmental agency against the City for the discharge into the Muskegon River of effluent from the Wastewater Plant in violation of the City's NPDES Discharge Permit or applicable law or regulation which effluent result from objectionable, noxious or toxic wastes emanating from users in the Township in violation of the City Sewer Use Ordinance.

Section 6. Amendment to Paragraph 14 to Agreement. Paragraph 14 of the

Agreement is amended in its entirety to read as follows:

14. User Charge System. The Township shall pay the City for the Township's share of the costs of operation, maintenance and replacement of the City System based upon actual metered sewer flow after the deduction of sewer flow originating from the Project in accordance with the methodology set forth in the User Charge System. It is understood and agreed that the User Charge System will be reviewed annually by the City by June 15 of each year and any rate adjustment shall be completed in accordance with the methodology set forth in the User Charge System. Rate adjustments shall be effective as of the August 1 following the June 15 review unless otherwise agreed by the parties.

Section 7. Amendment to Paragraph 15 to Agreement. Paragraph 15 of the

Agreement is amended in its entirety to read as follows:

15. Payment Terms. The City shall invoice the Township on a quarterly basis for the charges payable by the Township to the City in accordance with the

User Charge System after appropriate credit is given for wastewater emanating from the Project. The payment of such invoices shall be made within thirty (30) days following the date of invoice. If any portion of the invoiced amount is unpaid after thirty (30) days from date of invoice, the amount so unpaid shall be subject to interest at the rate of one percent (1%) per month.

Section 8. Amendment to Paragraph 16 to Agreement. Paragraph 16 of the Agreement is amended in its entirety to read as follows:

16. Surcharges. It is agreed that surcharges for Biochemical Oxygen Demand (BOD), Suspended Solids (SS) and all other controlled contaminants as required by the City's NPDES Discharge Permit shall apply to users in the Township and shall be computed in accordance with the User Charge System.

Section 9. Amendment to Paragraph 21 to Agreement. Paragraph 21 of the Agreement is amended in its entirety to read as follows:

21. Inter-Township Agreement. The Township understands that Big Rapids Township has also entered into a similar contract with the City. The Township hereby covenants to the City that, except with respect to sanitary sewer service to the Project, the two townships shall between them provide by written agreement for the construction, operation, maintenance and cost thereof of all sewer lines necessary for the transportation of wastewater emanating from one township across land within the jurisdiction of the other township for treatment by the City.

Section 10. Addition of Paragraph 25 to Project. Paragraph 25 is added to the Agreement to read as follows:

25. Sewer Service to the Project.

a. Connection to Township System and Transport of Project Sewage. The Township agrees, subject to the terms and conditions of this Fourth Amendment, that sanitary sewage emanating from the Project within an area identified on the attached Exhibit A (the "Project Service Area") may be transported through the Township System for receipt, treatment and disposal by the City. The sanitary sewer collection system within the Project Service Area shall connect to the Township System at the location shown on Exhibit A. Before connecting the Project Service Area to the Township System, the City shall submit engineering plans to the Township for review and approval of conformance to applicable Township ordinances, rules and regulations. The Township shall not be responsible for the cost of connecting the Project Service Area to the Township System including the cost of all metering, telemetering and sampling equipment (such costs to include initial installation, operation, maintenance, repair and replacement).

b. Metering of Sewage Flow. All wastewater entering the Township System shall be metered at the Connection Point. The City shall read or cause to be read the meter at the Connection Point on a regular basis as determined mutually by the City and the Township. If repair, corrections and/or calibration of the meter are from time to time necessary, the City shall estimate the quantity of wastewater entering the Township System from the Project Service Area, such estimate, if possible, to be based on the average flow for a like period during the same time of the year for the immediately preceding five-year period (or lesser period if a five-year history is not available). The City shall be responsible for making or causing to be made all reasonable repairs and maintenance of the meter including telemetering equipment. In the event that the meter is not in service or

fails to measure correctly, the City agrees to make or cause to be made all necessary repairs within a reasonable time. It is understood that the City may, at its sole cost, replace a meter which in its discretion is beyond reasonable repair.

c. Assignment of Project Metered Flow. Metered flow emanating from the Project Service Area shall not be applied to the Township's assigned average daily flow and peak instantaneous flow capacity allocation set forth in Paragraph 4 hereof, but instead shall be assigned by the City to the capacity allocation of Big Rapids Township.

d. Required Upgrade of Lift Station. If an engineering study performed at the request and cost of the Township by an independent engineering firm determines that additional flow from the Project Service Area has caused excessive wear on the existing lift station comprising part of the Township System and located at Ross Parkway (Partir Camino) and 205th Avenue, the City agrees to share in the cost of repair or replacement of such lift station. The cost share shall be proportional to the wastewater flow emanating from the Project Service Area and users in the Township utilizing such lift station during the calendar year prior to such repair or replacement.

e. City Responsibility for Sewer Main Serving Project. The operation, maintenance, replacement and upgrade of the Township System sewer force main from the Connection Point to the point where sewage is discharged into the City System as identified on the attached Exhibit A shall be the sole responsibility of the City. If the hydraulic capacity of such sewer force main is reached as determined by an independent engineering firm selected and paid for by the City, the City at its sole cost shall be responsible for its replacement.

f. Indemnification by City. The City shall indemnify and hold the Township and its officers, trustees, employees and agents harmless from any and all liability for damage to either the Township System or City System or other injury or death to persons or damage to property caused by wastewater emanating from the Project Service Area, including, but not limited to, the damages referenced in Paragraph 13 hereof.

g. Sewer Use Ordinance. Prior to the Project discharging wastewater into the Township System, the City shall confirm and provide documentation to the Township that Big Rapids Township has adopted a Sewer Use Ordinance for the purpose of regulating the use of public and private sewers within the Project Service Area. Such Sewer Use Ordinance shall be equal to or exercise a greater degree of control than the Sewer Use Ordinance adopted from time to time and enforced by the Township. The City shall obtain an affirmation from Big Rapids Township that it will enforce such Sewer Use Ordinance with respect to users within the Project Service Area.

h. Rates and Charges in Project Service Area. The City shall be responsible for establishing or causing the establishment of rates and charges for sanitary sewer use within the Project Service Area and for billing and collecting or causing the billing and collection of such rates and charges from Big Rapids Township.

Section 11. Definitions. All terms used in this Fourth Amendment and not defined herein shall have such meaning as defined and used in the Agreement.

Section 12. Ratification. Except as amended by this Fourth Amendment, the Agreement in all other respects is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed and delivered by their respective duly authorized officers pursuant to resolutions approving and authorizing such execution, all as of the date and year first written above.

CITY OF BIG RAPIDS
"City"

By: _____
Edward Burch, Mayor

Attest: _____
Roberta Cline, City Clerk

CHARTER TOWNSHIP OF GREEN
"Township"

By: _____
John M. Wellnitz, Supervisor

Attest: _____
Janet Clark, Township Clerk

GREEN CHARTER TOWNSHIP
MECOSTA COUNTY, MICHIGAN

RESOLUTION NO. 4-112005

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
FOURTH AMENDMENT TO WASTEWATER TREATMENT
AGREEMENT WITH THE CITY OF BIG RAPIDS**

Boardmember James T. Peek, seconded by Boardmember Carolyn M. Chipman, moved the adoption of the following resolution:

WHEREAS, the City of Big Rapids (the "City") and the Township previously entered into a Wastewater Treatment Agreement Between the City of Big Rapids and Green Township dated as of October 26, 1977, as amended on February 14, 1978, April 10, 1978, and May 1, 1995 (collectively, the Agreement"); and

WHEREAS, the Agreement provides for the reception, treatment and disposal of sanitary sewage emanating from the Township; and

WHEREAS, the City has requested that the Township consent to the transport of certain sanitary sewage originating in a proposed primarily residential development located in the Township of Big Rapids known as "The Hills of Mitchell Creek" (the "Project") through the Township's transport system for treatment and disposal by the City;

And to include in this agreement the option of connection by the Fair Board Property on the west side of Sheridan Avenue where the lines run through to the Hills of Mitchell Creek Development.

WHEREAS, the Township is willing to permit the transport of the Project's sanitary sewage through the Township's transport system for receipt, treatment and disposal by the City subject to the terms of a certain Fourth Amendment to Wastewater Treatment Agreement Between the City of Big Rapids and the Charter Township of Green (the "Fourth Amendment").

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the Fourth Amendment substantially in the form presented at this meeting with such modifications as are not materially adverse to the Township and approved by the Township's Sewer Committee and special legal counsel is hereby approved and the Supervisor and Township Clerk are authorized and directed to execute such approved Fourth Amendment for and on behalf of the Township.
2. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of any such conflict.

YEAS: Boardmembers G.Todd, C. Chipman, J. Wellnitz, J. Clark, J. Peek, B. Waldron

NAYS: Boardmembers none

ABSTAIN: Boardmembers none

ABSENT: Boardmembers A. Donald Grant

RESOLUTION DECLARED ADOPTED.

Dated: October 11, 2005

Janet Clark, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Green Charter Township at a regular meeting held on October 11, 2005, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 11, 2005

Janet Clark, Township Clerk

EXHIBIT A

Project Service Area

(In addition to identifying the boundaries of the service area, the connection point to the Township System and the sewer force main from the Project to the City System should be identified)
Contact the township clerk for maps of this area.

