



### Proposed Minutes – Regular Meeting October 8, 2025

#### Call to Order

• The meeting began at 7 pm.

#### Pledge of Allegiance

#### **Roll Call**

• Roll Call was taken with Jess McClaughry, Bronwyn Asplund, Gail Garrity, Lorie Fliegel, and Rachel Mackson in attendance. There were 10 visitors in attendance.

#### Agenda

• Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the agenda as presented.

✓ Motion approved by all Board members present.

### Treasurer's Report

- Statement of Accounts
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the Statement of Accounts as presented.
    - ✓ Motion approved by all Board members present.

### Minutes

- Last Month's Regular Meeting
  - Motion made by Gail Garrity, seconded by Lorie Fliegel, to approve the Minutes as presented.
    - ✓ Motion approved by all Board members present.

### **Township Disbursements**

- Invoices and Bills
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the Bills as presented.
    - ✓ Motion approved by all Board members present.

- Budget Report
  - Election budget needs to be adjusted since there will be a second special election this year.
  - Motion made by Jess McClaughry, seconded by Gail Garrity, to approve updating the Budget to increase Elections (Township Hall) to \$8,000, along with the corresponding funding source (Reimbursements), as well as updating the audit budget by \$1500.
    - ✓ Motion approved by all Board members present.

### Community Services: Five-minute time limit per person

- Library Nancy House
  - o An adult cookbook club is beginning and will meet monthly every Third Thursday at 3 pm.
    - Members will select a cookbook each month, then individuals will pick a recipe to make and bring to the meeting for all to taste.
  - o For more activities, please go to the library website, <u>Harrison District Library (hdl.org)</u>, or the Facebook page, Facebook.

- County Commissioner Dale Majewski
  - Lights are being installed for the Airport (as required by law).
    - Commissioner Gabe Amrozaitis was able to obtain donated lights from another larger airport that was in the process of replacement.
    - County only has to pay for the installation.

### Public Comment #1: Please limit comments to Agenda Items

NONE

#### **Unfinished Business:**

NONF

#### **New Business**

- Fire Contract
  - o Tabled until next month for review since we only recently received the updated contract.
- Heater controls
  - Bills have been increasing a great deal, and many board members thought that installing programmable heater controls would save on electric and propane bills.
    - Motion made by Bronwyn Asplund, seconded by Rachel Mackson, to approve up to \$600 for 2 heater controls with installation by a licensed contractor.
      - ✓ Ayes: Gail Garrity, Bronwyn Asplund, Lorie Fliegel, and Rachel Mackson
      - ✓ Nays: Jess McClaughry
        - Motion Carried

- Noise Ordinance
  - There was a great deal of discussion about the noise ordinance at the Neighborhood Watch Meeting with Sgt. Dawson mentioning that our Ordinance looked like a good ordinance.
  - Please call Law Enforcement about noise issues. They cannot do anything about noise issues unless they are called by a resident.
  - Discussion was tabled until next month.
    - Bronwyn Asplund will be reviewing our current ordinance and also comparing it to the ordinances of neighboring communities (Hayes and Surrey) and will report back to the rest of the Board at the next meeting.
    - It was noted that making any changes to the Ordinance would result in legal and publication fees.

#### **Public Comment #2:**

Barb Pitcavage complained about road brining.

### **Board Member Comments**

- Gail
- Expressed how proud she is by the transparency of the current Township Board.
- Lorie
  - 90% of taxes have been paid.
- Jess
- o Pavilion roof repair will be completed sometime soon.
- Bronwyn
  - Neighborhood Watch Meeting was well attended.
- Rachel
  - o There will be an election this November for the Harrison School Millage.
  - Tuesday, Nov. 4<sup>th</sup>, 7 am 8 pm at the Township Hall. (NO Early Voting)
    - It is a renewal of current rates, so NO increase in taxes.
      - The funds are needed to complete critical security features, especially at the elementary school.
  - Free Garbage Totes are available from GLF by calling them at 989.588.6000.

### **Adjourn**

• The meeting was adjourned at 7:40 pm.

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### **GREENWOOD TOWNSHIP**

## LORIE FLIEGEL-TREASURER

### TREASURERS STATEMENT OF ACCOUNTS AS OF SEPTEMEBER 30, 2025

TOWNSHIP GENERA	AL FUND	
General Fund	OPENING BALANCE	\$138,808.13
Deposits & interest		<b>\$25,881.45</b>
Disbursements		<b>\$49,910.71</b>
	CLOSING BALANCE	<b>\$</b> 114,778.87
ARPA Fund	OPENING BALANCE	<b>\$</b> 4,786.90
Deposits & interest		\$0.00
Disbursements		\$0.00
	CLOSING BALANCE	<b>\$</b> 4,786.90
ARPA PENDING	OPENING BALANCE	<b>\$</b> 10,931.95
Deposits & interest		\$0.00
Disbursements		\$0.00
	CLOSING BALANCE	<b>\$</b> 10,931.95
	Total Available Funds - General Fund Checking	<b>\$</b> 130,497.72
TOWNSHIP ROAD F	UND	
Road Fund 1	OPENING BALANCE	\$109,886.82
Deposits & interest		<b>\$22.58</b>
Disbursements		\$0.00
	CLOSING BALANCE	\$109,909.40
RUBBISH ASSESSM	ENT ACCOUNT	
Rubbish Assessment Acc	OPENING BALANCE	<b>\$75,372.40</b>
Deposits & interest		<b>\$15.49</b>
Disbursements		\$0.00
	CLOSING BALANCE	<b>\$</b> 75,387.89

### **GREENWOOD TOWNSHIP**

### **LORIE FLIEGEL-TREASURER**

### TREASURERS STATEMENT OF ACCOUNTS AS OF SEPTEMEBER 30, 2025

LILY LAKE ASSESSMENT ACCOUNT	ſ	
Lily Lake Assessment Account	OPENING BALANCE	\$8,294.99
Deposits & interest		\$0.00
Disbursements		\$1,412.31
	CLOSING BALANCE	<b>\$6,882.68</b>
Lily Lake Assessment Contingency	OPENING BALANCE	\$3,800.00
Deposits & interest		\$0.00
Disbursements		\$0.00
	CLOSING BALANCE	<b>\$3,800.00</b>
Lily Lake Assessment Sonar Reserve	OPENING BALANCE	\$5,700.00
Deposits & interest		\$0.00
Disbursements		\$0.00
	CLOSING BALANCE	<b>\$</b> 5,700.00
Total Available I	Funds - Lily Lake Checking	\$16,382.68
TOWNSHIP CD ACCOUNTS		
AAA Credit Union CD 8000	CURRENT BALANCE	<b>\$</b> 39,303.47
matures 08/01/26		
Huntington Bank CD 6731	CURRENT BALANCE	<b>\$41,829.66</b>
matures 01/06/26		
Huntington Bank CD 9110	CURRENT BALANCE	<b>\$</b> 31,756.66
matures 03/02/26		
Isabella Bank CD	CURRENT BALANCE	<b>\$</b> 61,476.36
matures 09/29/26		
•	Total CD Funds	<b>\$174,366.15</b>

# BILL PAID REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY OCTOBER 2025



Check Date	Bank	Check	Vendor Name	Amount
Bank GENERAL FUND				
10/09/2025	GEN	8	INTERNAL REVENUE SERVICE	1,788.65
10/09/2025	GEN	DD278	BROWNWYN ASPLUND	311.15
10/09/2025	GEN	DD279	JANICE BOHLINGER	233.85
10/09/2025	GEN	DD280	LESA BOSHEARS	92.35
10/09/2025	GEN	DD281	LORIE FLIEGEL	1,014.48
10/09/2025	GEN	DD282	GAIL GARRITY	311.15
10/09/2025	GEN	DD283	RANDALL GORSKI	49.87
10/09/2025	GEN	DD284	NANCY HOUSE	149.60
10/09/2025	GEN	DD285	RACHEL MACKSON	1,533.73
10/09/2025	GEN	DD286	JESSE J MCCLAUGHRY	838.40
10/09/2025	GEN	DD287	TINA M WRIGHT	1,089.51
09/12/2025	GEN	3190	CONS ENERGY CO	41.52
10/08/2025	GEN	3191	ANGIE CULLEN - Hall Refund	235.00
10/08/2025	GEN	3192	ARTSY LANDSCAPING	700.00
10/08/2025	GEN	3193	CLARE COUNTY SHERIFF	1,727.05
10/08/2025	GEN	3194	CONS ENERGY CO	71.49
10/08/2025	GEN	3195	CONS ENERGY CO	216.34
10/08/2025	GEN	3196	CONS ENERGY CO	41.62
10/08/2025	GEN	3197	OFFICE SUPPLIES	572.88
10/08/2025	GEN	3198	ISP MGT	126.70
10/08/2025	GEN	3199	WEINLANDER FITZHUGH	1,000.00
10/08/2025	GEN	3200	CITY OF HARRISON	26,921.57
10/09/2025	GEN	3201	KELLIE BARDOUCHE	42.50
Total GEN:			_	
(0 Checks Voided)				
Total of 23 Disbursements:				39,109.41

Bank LILY LAKE FUND				
10/08/2025	LILY	1189	GREENWOOD TWP GENERAL FUND	600.00
10/08/2025	LILY	1190	PLM _	5,985.93
Total LILY:			_	
(0 Checks Voided)				
Total of 2 Disbursements:				6,585.93
Bank ROAD FUND				
10/08/2025	ROAD:	1 1104	GREENWOOD TWP GENERAL FUND	800.00
10/08/2025	ROAD:	1 1105	MICHIGAN CHLORIDE SALES	18,626.16
Total ROAD1:			_	_
(0 Checks Voided)				
Total of 2 Disbursements:				19,426.16
Bank RUBBISH FUND				
10/08/2025	RUBB	1210	GREENWOOD TWP GENERAL FUND_	800.00
Total RUBB:			_	
(0 Checks Voided)				
Total of 1 Disbursements:				800.00
			-	

(0 Checks Voided)

Total of 28 Disbursements: 65,921.50



GL Number	Description	25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25-26 % Budget Used
Fund: 101 GEN FU	ND				
101-000-206.000	FIRE ASSESSMENT REVENUE	24,940	24,940		
101-000-402.000	CURRENT PROPERTY TAXES	53,000	53,000	9,696	18.29
101-000-404.000	SUMMER TAX COLLECTION	3,105	3,105	3,125	100.64
101-000-412.000	DELINQUENT TAXES	3,820	3,820	20	0.52
101-000-423.000	SWAMPLAND TAX	1,491	1,491		
101-000-445.000		450	450	1 466	0.72
101-000-447.000 101-000-477.000	PROPERTY ADMINISTRATION FEE CABLE FRANCHISE FEE	15,078 9,912	15,078 9,912	1,466 4,594	9.72 46.35
101-000-477.000	LAND DIVISION FEES	100	100	4,394	40.33
101-000-574.000		118,536	118,536	59,720	50.38
101-000-604.000	CEMETERY FEES	1,400	1,400	1,025	73.21
101-000-665.000	INTEREST REVENUE	6,993	6,993	3,338	47.73
101-000-667.000	HALL RENTAL	1,435	1,435	920	64.11
101-000-676.000	REIMBURSEMENTS	100	100	3,353	3,353.00
101-000-680.000	FROM ARPA RESERVES	6,370	6,370		
Total 000:		246,730	246,730	87,257	35.37
101 101	TOWNSHIP BOARD	31,321	31,321	6,056	19.34
Total 101:	TOWNSHIP BOARD	(31,321)	(31,321)	(6,056)	19.34
171					
171	SUPERVISOR	12,024	12,024	5,243	43.60
Total 171:		(12,024)	(12,024)	(5,243)	43.60
214 214	CONTINGENCY	3,672	3,672		
Total 214:		(3,672)	(3,672)	0	0.00
215					
215	CLERK	21,403	21,403	9,444	44.12
Total 215:		(21,403)	(21,403)	(9,444)	44.12
223 223	ACCOUNTING/AUDIT	5,500	5,500	8,000	145.45
Total 223:		(5,500)	(5,500)	(8,000)	145.45
247		- 100	5 400	404	2 =2
247 Total 247:	BOARD OF REVIEW	5,129 (5,129)	5,129 (5,129)	194 (194)	3.78
253		(3,129)	(3,123)	(194)	3.76
253	TREASURER	25,411	25,411	11,546	45.44
Total 253:		(25,411)	(25,411)	(11,546)	45.44
257 257	ASSESSOR	17,236	17,236	8,076	46.86
Total 257:	A332330K	(17,236)	(17,236)	(8,076)	46.86
262		, , ,	, , ,	. , ,	
262	ELECTIONS	4,030	4,030	4,253	105.53
Total 262:		(4,030)	(4,030)	(4,253)	105.53
265 265	TOWNSHIP HALL	17,875	17,875	17,870	99.97
Total 265:	TOMOSTILI	(17,875)	(17,875)	(17,870)	99.97
266		( , , , , , , ,	( , )	, , >	
266	ATTORNEY	2,000	2,000		
Total 266:		(2,000)	(2,000)	0	0.00
301					



GL Number	Description	25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25–26 % Budget Used
Fund: 101 GEN	•				
301	FUND				
301	SHERIFF	6,000	6,000	5,000	83.33
Total 301:		(6,000)	(6,000)	(5,000)	83.33
336					
336	FIRE	54,843	54,843	53,843	98.18
Total 336:		(54,843)	(54,843)	(53,843)	98.18
446					
446	ROADS AND ST LIGHTS	1,800	1,800	835	46.39
Total 446:		(1,800)	(1,800)	(835)	46.39
450					
450	ROAD IMPROVEMENTS	9,370	9,370	4,155	44.34
Total 450:		(9,370)	(9,370)	(4,155)	44.34
567					
567	CEMETERY	10,710	10,710	6,101	56.97
Total 567:		(10,710)	(10,710)	(6,101)	56.97
601					
601	MAINTENANCE RESERVE	10,000	10,000		
Total 601:		(10,000)	(10,000)	0	0.00
906	,				
906	INSURANCE/BONDS	8,406	8,406	8,378	99.67
Total 906:		(8,406)	(8,406)	(8,378)	99.67
Fund 101 - GE	EN FUND:				_
TOTAL ESTIMAT	TED REVENUES	246,730	246,730	87,257	35.37
TOTAL APPROPR	RIATIONS	246,730	246,730	148,994	60.39
NET OF REVENU	JES & APPROPRIATIONS:	0	0	(61,737)	

		25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25-26 % Budget Used
GL Number	Description	3		•	
Fund: 204 ROAD 3	MPROVEMENT FUND				
000					
204-000-401.000	CURRENT PROPERTY TAXES	109,673.15	109,673.15	9,256.50	8.44
204-000-405.000	METRO & COMM STAB	5,533.61	5,533.61	5,412.17	97.81
204-000-412.000		9,322.60	9,322.60	0.00	0.00
204-000-573.000	LOCAL COMM STABILIZATION SHAR	0.00	0.00	148.73	0.00
204-000-665.000	INTEREST REVENUE	343.82	343.82	157.74	45.88
Total 000:		124,873.18	124,873.18	14,975.14	11.99
Total For Depart	ment	124,873.18	124,873.18	14,975.14	11.99
204-446-804.000	ACCOUNTING/AUDIT	800.00	800.00	800.00	100.00
204-446-810.000	BRINING - CONTRACTED SERVICES	56,000.00	56,000.00	56,332.29	100.59
204-446-831.000	ROAD IMPROVEMENTS	30,000.00	30,000.00	0.00	0.00
Total 446:		(86,800.00)	(86,800.00)	(57,132.29)	65.82
Total For Depart	ment ROADS AND ST LIGHTS	86,800.00	86,800.00	57,132.29	65.82
Fund 204 - ROAD	IMPROVEMENT FUND:				
TOTAL ESTIMATED	REVENUES	124,873.18	124,873.18	14,975.14	11.99
TOTAL APPROPRIAT	TIONS	86,800.00	86,800.00	57,132.29	65.82
NET OF REVENUES	& APPROPRIATIONS:	38,073.18	38,073.18	(42,157.15)	
BEG. FUND BALANC	DE .	190,380.57	190,380.57	190,380.57	190,380.57
END FUND BALANCE		228,453.75	228,453.75	148,223.42	190,027.85

	25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25-26 % Budget Used
GL Number Description	original budget	Amended budget	Activity	% budget osed
Fund: 220 LILY LAKE IMPROVEMENT FUND 000				
220-000-412.001 DELINQUENT ASSESSMENTS	3,063.00	3,063.00	0.00	0.00
220-000-451.000 SPECIAL ASSESSMENT REVENUE	38,294.10	38,294.10	3,063.00	8.00
Total 000:	41,357.10	41,357.10	3,063.00	7.41
Total For Department 570	41,357.10	41,357.10	3,063.00	7.41
220-570-804.000 ACCOUNTING/AUDIT	700.00	700.00	600.00	85.71
220-570-930.000 REPAIRS AND MAINTENANCE	30,000.00	30,000.00	27,101.24	90.34
220-570-955.000 MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00
220-570-958.000 DUES AND FEES	0.00	0.00	1,200.00	0.00
Total 570:	(31,700.00)	(31,700.00)	(28,901.24)	91.17
Total For Department LILY LAKE	31,700.00	31,700.00	28,901.24	91.17
Fund 220 - LILY LAKE IMPROVEMENT FUND:				
TOTAL ESTIMATED REVENUES	41,357.10	41,357.10	3,063.00	7.41
TOTAL APPROPRIATIONS	31,700.00	31,700.00	28,901.24	91.17
NET OF REVENUES & APPROPRIATIONS:	9,657.10	9,657.10	(25,838.24)	
BEG. FUND BALANCE	15,427.88	15,427.88	15,427.88	15,427.88
END FUND BALANCE	25,084.98	25,084.98	(10,410.36)	15,243.83

CL Number	Paramintian	25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25-26 % Budget Used
GL Number	Description				
	SH COLLECTION FUND				
000 226-000-412.001	DELINQUENT ASSESSMENTS	23,533.30	23,533.30	0.00	0.00
226-000-412.001	SPECIAL ASSESSMENT REVENUE	134,755.12	134,755.12	23,533.30	17.46
226-000-665.000	INTEREST REVENUE	265.69	265.69	136.22	51.27
Total 000:		158,554.11	158,554.11	23,669.52	14.93
Total For Depart	tment	158,554.11	158,554.11	23,669.52	14.93
226-528-804.000	ACCOUNTING/AUDIT	800.00	800.00	800.00	100.00
226-528-812.000	RECYCLING	4,500.00	4,500.00	1,778.00	39.51
226-528-827.000	CONTRACTED SERVICES	145,000.00	145,000.00	68,688.18	47.37
Total 528:		(150,300.00)	(150,300.00)	(71,266.18)	47.42
Total For Depart	tment RUBBISH	150,300.00	150,300.00	71,266.18	47.42
Fund 226 - RUBBI	ISH COLLECTION FUND:				
TOTAL ESTIMATED	REVENUES	158,554.11	158,554.11	23,669.52	14.93
TOTAL APPROPRIAT	FIONS	150,300.00	150,300.00	71,266.18	47.42
NET OF REVENUES	& APPROPRIATIONS:	8,254.11	8,254.11	(47,596.66)	
BEG. FUND BALANC	CE	153,094.73	153,094.73	153,094.73	153,094.73
END FUND BALANCE	<b></b>	161,348.84	161,348.84	105,498.07	152,839.11
Report Totals:		-			
TOTAL ESTIMATED	REVENUES - ALL FUNDS	324,784.39	324,784.39	41,707.66	12.84
TOTAL APPROPRIAT	TIONS - ALL FUNDS	268,800.00	268,800.00	157,299.71	58.52
NET OF REVENUES	& APPROPRIATIONS:	55,984.39	55,984.39	(115,592.05)	
BEG. FUND BALANC	CE - ALL FUNDS	358.903.18	358.903.18	358.903.18	358,903.18
END FUND BALANCE		414,887.57	414,887.57	243,311.13	358,110.80
BEG. FUND BALANC	CE - ALL FUNDS	358,903.18	358,903.18	358,903.18	,

### City of Harrison -- Greenwood Township Fire Protection Services Agreement

TI	HIS AGRI	EEMEN	T is made	de bet	ween the	City	of Har	rison,	2105	Sullivan	Dri	ve,
Harrison,	Michigan	48625	("City"),	and C	Greenwood	d Tov	wnship,	3447	West	Temple	Dri	ve,
Harrison,	Michigan	48625	("Towns	ship")	(collectiv	ely	"Parties"	"), on	the		day	of
West of the second	, 20											

**WHEREAS**, pursuant to the Urban Cooperation Act, Public Act No. 7 of 1967, as amended, MCL 124.501 *et seq*. ("Act 7"), the Parties may make intergovernmental agreements to provide for municipal services, including fire protection services; and

**WHEREAS**, the City owns and maintains a Fire Department with firefighting personnel, vehicles, and equipment, and is willing and able to provide fire protection services within the Township; and

**WHEREAS**, the Township lacks any Fire Department and firefighting personnel, vehicles, and equipment, and desires to receive the fire protection services of the City's Fire Department within the Township.

**THEREFORE**, in consideration of the above premises, the Parties agree as follows:

- 1. Annual Service Fee. During the term of this Agreement, the Township hereby covenants and agrees to pay to the City, for the current contract year, 0.0009 mills times the taxable value for the property described on Exhibit "A", which is calculated to be, for 2026, the sum of \$57,277.77. The service fee shall be paid in two installments, with the first payment of \$28,638.88 due on April 15, 2026, and the second payment of \$28,638.89 due on September 15, 2026. The Township shall have no obligation to pay any other amount to the City for the fire protection services and specifically shall not be obligated to pay the City for any equipment, capital improvements, infrastructure, vehicles, or other improvements made or acquired by the City.
- 2. **Term of Agreement.** This Agreement shall be in effect for one (1) year, commencing January 1, 2026, and terminating December 31, 2026. To continue fire protection services beyond the term of this Agreement, the Parties must enter into a new written agreement or a written extension of this Agreement, duly approved by the governing bodies of the Township and the City.
- 3. **City Fire Protection Services.** The City agrees to provide the following fire protection services ("Services"):
  - i. respond to all fires in the Township, including but not limited to calls for the following types of fires:
    - (a) buildings and structures
    - (b) smoke investigations

- (c) electrical
- (d) vehicles (personal, commercial, farm)
- (e) appliances
- (f) controlled burns (provided that the City is not required to conduct, observe, or monitor controlled burns)
- (g) chimneys/silos
- (h) illegal burns
- (i) woods/brush
- (j) building materials
- (k) fields/grass/hay
- (1) trash/dumpsters; and
- ii. respond to other firefighting-related calls, including calls related to the following:
  - (a) carbon monoxide
  - (b) down power lines
  - (c) hazardous materials (provided that the City's obligation is limited to responding and temporarily containing hazardous materials until a qualified responder arrives; the City is not obligated to remediate, remove, or control hazardous materials, nor is the City responsible for the costs of such remediation, removal, or control)
  - (d) disaster response
  - (e) search and rescue
  - (f) vehicular accidents.

In providing the Services, the City shall use its own vehicles, personnel, and equipment, and the City shall provide all housing and maintenance of such vehicles, personnel, and equipment. The City shall further provide any necessary workers' compensation insurance and other insurance for all personnel, vehicles, and equipment. The Township shall have no obligation, duty, or liability whatsoever with respect to the City's vehicles, personnel, or equipment.

- 4. *Fire District*. The Services shall be provided within the geographical limits of the Township ("Fire District") during the term of this Agreement.
- 5. Activity Reports. The City shall provide the Township with activity reports showing how many runs were conducted each month.
- 6. *Employees*. The City's employees shall not be deemed to be employees of the Township, and the Township's employees shall not be deemed employees of the City. Nothing in

this Agreement shall be construed to create a contract for employment.

- 7. City Discretion. The City shall have the discretion to deny or delay provision of Services within the Fire District if the City reasonably determines that insufficient vehicles, equipment, or personnel are available because those resources are engaged elsewhere, or if in the judgment of the City Fire Chief, road conditions or the disablement of vehicles or equipment do not allow the City to answer the call. The City Fire Chief or his designee shall determine the quantity and type of fire vehicles, equipment, and personnel used to respond to a call for Services in the Township, in the reasonable, good faith discretion of the Fire Chief or his designee, based on current accepted standards and practices.
- 8. Additional Billings to Recipients of Service. The Parties recognize that the fee established above in paragraph 1 may not be sufficient to allow the City to recover all its costs and expenses in delivering fire protection and related services within the Township. Therefore, in addition to the mandatory minimum fee, the City has the right to bill Township residents and any other recipients of fire protection services for all costs and expenses related to the delivery of fire protection services for the recipients' use or benefit. The City also has the right to bill residents outside the Fire District for the City's costs and expenses related to any response to personal injury calls but shall not bill Township residents for personal injury calls during the term of this Agreement. The Township shall, at the direction of the City, adopt any ordinance(s) necessary to authorize the City to collect such costs and expenses within the Township. The City shall also be entitled to receive any restitution ordered by any court of competent jurisdiction related to a fire or personal injury response. The Township shall have no obligation to collect billings on behalf of the City. The City shall not be entitled to place liens on property in the Township to collect such billings, nor shall the Township place liens on property on the City's behalf.
- 9. City's Exclusive Right to Fees, Fines, and Costs. Any fees, fines or costs collected by the City from residents, property owners, or others within the Township for providing fire protection services within the Township shall be kept solely by the City and not shared with the Township.
- 10. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either Party, whether set forth in Act 170 of 1964, Act 7, or otherwise.
- 11. **No Joint Authority, Venture, or Enterprise.** This is an agreement for services. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to Act 7.
- 12. *No Third-Party Beneficiaries.* There are no third-party beneficiaries to this Agreement.

- 13. *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 14. **Severability**. If any portion of this Agreement shall be declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and be unaffected by the portion which may be declared to be unenforceable.
- 15. *Entire Agreement*. This Agreement constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless in a writing signed by the Parties by their authorized representatives. Any prior agreements by and between the Parties concerning the matters as contained in this Agreement are hereby terminated.

The Parties have executed this Fire Protection Agreement on the date first written above.

GREENWOOD TOWNSHIP	CITY OF HARRISON
	Justin Cavenergh
By: Jess McClaughry	By: Justin Cavanaugh
Its: Supervisor	
Date:, 20	Its: City Manager & Clerk Date: August 4, 20 25
	A
	Betvallación
By: Rachel Mackson	By: Barry Wallace Jr
Its: Clerk	Its: Fire Chief
Date:, 20	Date: <u>August 5</u> , 20 <u>25</u>

## **Township of Greenwood**

### Clare County, Michigan

### An Ordinance for the Regulation of Noise

An ordinance to secure the public health, safety and general welfare of the residents, property owners and visitors to Greenwood Township, Clare County, Michigan by the regulation of noise within said Township, to prescribe the penalties for the violation thereof.

### THE TOWNSHIP OF GREENWOOD, CLARE COUNTY MICHIGAN ORDAINS:

**Section 1:** The ordinance shall be known and may be cited as the Greenwood Township Anti-noise and Public Nuisance Ordinance.

### Section 2: General Prohibited Noise

It shall be unlawful for any person or entity to make, maintain, or continue, or cause to be made continued, any excessive, unnecessary, unnatural, repeated, prolonged or unusually loud noise, or any noise which annoys or disturbs or injures or irritates or unreasonably impairs the comfort repose, health, safety or peace of another, within the limits of Greenwood Township.

The above to apply to owner of any premises, and for the occupant or person in possession of any premises, be it individual, corporate or otherwise to knowingly make, allow to be made or to permit to be made upon premises so owned, occupied or possessed.

### Section 3: Specific Violations

The following noises and acts are hereby declared to be excessive, unnecessary, unnatural or unusually loud which annoy, disturb, injure or unreasonably impair the comfort, repose, health or peace of others in violation of this ordinance, said specification is not to be construed to exclude other violations of this ordinance not specifically enumerated:

- 1. Horns and other signaling devices.
  - The sounding of any horn or signaling device on any automobile, motorcycle, boat, truck, bus or other vehicle, except as a danger warning.
- 2. Radios, televisions, stereos and musical instruments.
  - The using, operating or permitting to be played, used, or operated any radio receiving set, television receiving set or musical instrument or other such device for the production or reproduction of sound, in such a manner as to unreasonably or unnecessarily irritate, annoy, or disturb the peace, quiet and comfort of the neighboring inhabitants or at any-time at a volume unnecessary for convenient listening of the person or persons in the room, vehicle or chamber in which such machine or device is operating and who are voluntary listeners.
- 3. Yelling, Shouting and Verbal Noise
  - Yelling, shouting, hooting, whistling, singing or other verbal noises at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling or other type of residence or of any persons in the vicinity where such noise is plainly audible shall be sufficient evidence of a violation of this section.

### 4. The Keeping of Animals, Birds or Pets

The keeping of any animal. Bird or fowl, which emanates frequent or extended noise which shall unreasonably the quiet, comfort or repose of any person in the vicinity such as allowing or permitting any dog to bark repeatedly in an area where such barking can clearly be heard from nearby residential property.

### 5. Exhaust Noises

The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises.

### 6. Offensive noise

The creation or allowance of Offensive noise from parties, gatherings or other events from radios, televisions, loudspeakers or other amplified equipment.

### Section 4: Exceptions

The noise prohibitions set out hereinbefore shall not apply to the following:

- 1. Any police vehicle, ambulance, fire engine or other emergency vehicle while engaged in necessary emergency activities or authorized public event.
- 2. Excavation or repair of roads, streets or highways or other property by or on behalf of the State of Michigan, Clare County, Greenwood Township or private contractor between eight o'clock (8:00) p.m., or sunset when warranted, and eight o'clock (8:00) a.m., when the public welfare, health, safety or convenience renders it impossible to perform such work during other hours.
- 3. Noises emitted from warning devices for the purpose of notifying individuals or the public at large or the routine testing of such devices, as authorized by law.
- 4. Sound which is generated incidental to a person's reasonable use and care of private property including, but not limited to, lawn mowers, tractors, trimmers, chain saws and snow blowers.
- 5. Noise emanating from the discharge of firearms providing that such discharge is otherwise authorized under Michigan law or local or County Ordinance.

### Section 5: Severability

The several sections of this Ordinance shall be deemed severable, and should any section, clause, or provision thereof be declared unconstitutional or contrary to the law of the State of Michigan, and therefor voided by any court of competent jurisdiction, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part or section so declared to be unconstitutional or invalid.

### Section 6: Violations

A violation of this Ordinance shall be deemed to be a Municipal Civil Infraction, and any person or other entity found responsible, therefore, shall be subject to a fine on a graduated scale: first offence \$50, second offence \$100 and occurring offences not to exceed \$500.00 for each offense. A violator of the Ordinance may be subject to additional sanctions, remedies, injunctions or judicial orders, as authorized under Michigan Law, including an order to reimburse the Township for prosecutorial fees and costs, as authorized under Michigan Law. Each day a violation of this Ordinance continues to exist constitutes a separate violation.

### Section 7: Enforcement

The Greenwood Township Board of Trustees authorizes the following to enforce the provisions of this Ordinance: Clare County Sheriff's Department, Michigan State Police, Michigan Department of Natural Resources and any other duly authorized Law Enforcement Officer.

### **Section 8: Effective Adoption and Date**

As required by law, this Ordinance shall become effective thirty (30) days after its publication on <u>April 20, 2016</u> with an effective date of <u>May 20, 2016</u>.

This Ordinance is adopted by the Township Board of the Township of Greenwood, County of Clare, and State of Michigan at a meeting held on <u>April 4, 2016.</u>

Motion to adopt this Noise Ordinance		David L		
Motion Seconded by		<u>Lester \</u>	/ida	
Roll Call Vote:	(Yes)	(No)	(Abstain)	(Absent)
Vida	x			
Lawrence	x			
Ferrett	X			
Korman	X			
Railow	v			