

**BOARD MEMBERS PRESENT:**

Gary Wall, Supervisor  
Kim Markee, Clerk  
Steve Thomas, Treasurer  
Anthony Bartolotta, Trustee  
Marie E. Hauswirth, Trustee  
Janet Matsura, Trustee  
Mark Monohon, Trustee

**OTHERS PRESENT:**

Paula Rowland	Cindy Atkinson	Terry Ball
Vaughn Wagner	Matt Covey	Lila Ball
Ruth Wagner	Robert Matsura	Sharon Thomas
Aaron Geyer	Paula Moore	Grant Smith
C. Anderson	Elaine Kovacs	Blake Woodruff
Nikki Atkinson	Terry Thorpe	Lou Ann Laviollette
Robert Atkinson	Eileen Thorpe	Derek Diederich
Patricia Isaacson	Chet Bartle	Robin McGregor
Charles Isaacson	Jacob Kovacs	Pat Thomas
Richard Atkinson	Joellen Shortley	David George

Supervisor Gary Wall called the meeting to order at 6:00 p.m. and asked for a moment of silence remembering the brave men and women who have served our Country and lead the Pledge of Allegiance.

Roll call vote was taken. All board members were present.

**1. APPROVE AGENDA**

**1.1 January 23, 2023**

Moved by Bartolotta,  
Seconded by Markee, RESOLVED, to approve the January 23, 2023, agenda, as printed. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon  
Nays: None  
Absent: None

Motion carried unanimously.

**2. ANNOUNCEMENTS**

2.1 On Saturday, February 11, 2023, from 10:00 a.m. to 1:00 p.m., the Friends of the Library will accept gently used books in SALEABLE condition on the second Saturday of each month in the Library Community Room. Donations will be considered for use in the Library's collection as well as merchandise included at the Friends Used Book Sales. ITEMS NOT ACCEPTED: Textbooks, Encyclopedias, Magazines, VHS tapes, Books on Cassette, Reader's Digest Condensed Books. For a receipt, please bring a count of hard cover and soft cover books with you.

2.2 On the 2nd Saturday of each month, a truck is located in front of Township Hall for the collection of corrugated cardboard, magazines, and paper board (e.g. cereal boxes, toothpaste boxes, generally most food and personal product packaging. Must be free of food debris and dry.) The collection is from 9 a.m. to 1 p.m. for Waterford Residents only. No commercial haulers are allowed. Check the Township Calendar on the home page of the website for any deviations from this schedule.

2.3 Winter 2022 property taxes are payable without penalty through February 14, 2023. Tax bills were mailed on December 1st. For more information or to pay your taxes online, please visit [www.waterfordmi.gov/taxes](http://www.waterfordmi.gov/taxes).

2.4 Ask the Tech Guy will be held on Saturday, February 18, 2023, from 10:30 a.m. to 12:30 p.m. in the Library's Group Study Room. One-on-one assistance with your own device or computer (bring it in with you). Our computer systems administrator will do his best to troubleshoot your problem, answer your questions, or advise you on what to do. Please make an appointment by registering yourself online, calling the adult desk at 248-618-7693, or coming to the adult desk. Registration is required.

2.5 Join the Waterford Area Chamber of Commerce as they host the annual State of the Township breakfast on February 22, 2023, 7:30 a.m. - 9:15 a.m. @ Overtyme Grill & Taproom. You'll enjoy a buffet-style hot breakfast, and hear from Waterford Township Supervisor Gary Wall and Waterford School District Superintendent Scott Lindberg with updates on the state of the Township and School District. A can't-miss-event for the entire Waterford community! Tickets are \$25 each and are available for advance purchase only from the Waterford Area Chamber of Commerce office or on their website at [www.waterfordchamber.org](http://www.waterfordchamber.org).

2.6 2023 dog licenses are available at the Treasurer's Office. To obtain a license, proof of a current rabies vaccination certificate is needed. The Township sells only the 1-year license. 3-year licenses are available at Oakland County Animal Control. Please call Animal Control at (248) 858-1090 for more information. The license fees are \$15.00 if the dog is spayed or neutered and \$25.00 if the dog is not spayed or neutered. If the pet owner is a senior citizen (65 years or older) the license fees are \$14.00 if the dog is spayed or neutered and \$23.00 if the dog is not spayed or neutered.

**3. Awards & Presentations****Presentation of Citizen Award to Caleb Atkinson**

On December 21, 2022, Pierce student Caleb Atkinson informed school administrators he'd overheard other students talking about what was believed to be a BB Gun in the backpack of another student. Further investigation revealed the suspected BB Gun to be a loaded firearm. It is unknown what possible tragedies were prevented as a direct result of Caleb's actions.

A standing ovation was given to Caleb. He is a hero!

**3.2 Lifesaving Awards – Officer Tony Ip and Officer Jonathan Kovacs**

On December 8, 2022, Waterford Officers Jonathan Kovacs and Tony Ip were dispatched to check the welfare of a possible suicidal subject at a residence in the south end of the Township. Upon their arrival, Ofc's Kovacs and Ip heard several small engines running inside the garage and forced entry to find the victim nearly unconscious on the garage floor. The victim was carried out of the garage to awaiting Waterford Fire Department staff. As a direct result of their actions, the subject survived and is able to receive mental health assistance.

The Board offered their appreciation.

Trustee Bartolotta, and the Board, offered their Congratulations to newly promoted, Deputy Chief Sutherland.

**4. Consent Agenda**

*Board Members may remove items from the Consent Agenda for discussion purposes or for the purpose of voting in opposition. Public comment for items removed from the consent agenda may be received in the same manner immediately following the Consent Agenda.*

- 4.1 January 9, 2023, Meeting Minutes
- 4.2 January 9, 2023, Work Session Meeting Minutes
- 4.3 January 23, 2023, Bill Payment
- 4.4 Receive the Department of Public Works December 2022 Report
- 4.5 Receive the 51st District Court's 2022 4th Quarter Report
- 4.6 Receive the Treasurer's Office December 2022 Report
- 4.7 Appointment of Trustee Bartolotta to the Crescent Lake Improvement Board

The following memo was received from Supervisor Wall.

I respectfully request the Township Board's approval for the appointment of Waterford Township Trustee Anthony Bartolotta to the Crescent Lake Improvement Board for a term concurrent with his elected term of office through November 20, 2024.

As you recall, the Board of Trustees recently created this lake improvement board. Tony's appointment as the representative from the Township Board of Trustees will be among the initial appointments made to this new board.

Lake Improvement Boards are authorized under the Lake Improvement Act (Part 309 of Act 451 of 1994) and consist of: residents of property on the lake governed by the lake board, local community members, a representative from the Township Board, a representative from the Oakland County Drain Commissioner's Office, and the County Commissioner representing the county commission district in which the lake is located. The function of the lake board is to address relevant lake improvement issues, including the oversight of aquatic weed control programs, nuisance control, and other educational activities.

Thank you for your consideration.

- 4.8 Appointment of Brian Seibert to the Defined Contribution Committee

The following memo was received from Supervisor Wall.

I respectfully request the Township Board's approval for the appointment of Waterford Township resident Brian Seibert to the Defined Contribution Committee for a three-year term January 23, 2023 – January 23, 2026.

The Defined Contribution Committee is vested with the power and authority to administer, manage and operate the defined contribution plan, the deferred compensation plan, and the health savings program, and interpret and implement the provisions of Article III, Chapter 2, Division 2, section of the Waterford Township Code of Ordinances relating to these plans.

The committee consists of five (5) committee members as follows:

- (a) The Township Treasurer.
- (b) **One (1) citizen member who is an elector of the Township and is neither a member, retireant, nor beneficiary of any Township benefit plan, to be appointed by the Township Board.**
- (c) One (1) member of the defined contribution plan who is an employee of the fire department, to be elected as provided in the ordinance.
- (d) One (1) member of the defined contribution plan who is an employee of the police department, to be elected as provided in the ordinance.
- (e) One (1) member of the defined contribution plan who is an employee of the Township who works in any Township department other than the police or fire departments, to be elected as provided in the ordinance.

Consent Agenda Continued.

Mr. Seibert is the Director of Mortgage Operations for First National Home Mortgage. Brian has experience and knowledge in the financial industry, has served on Waterford's Economic Development Corporation and General Employees' Pension Board, and has demonstrated his commitment to supporting the community. I feel confident that Brian will provide valuable contributions to this committee, and I request your support of his appointment.

Thank you for your consideration.

4.9 Waterford Friends of the Library Fun Run Walk Permit

Moved by Bartolotta,  
Seconded by Thomas, RESOLVED, to approve consent agenda items 4.1 through 4.9. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura and Monohon

Nays: None

Absent: None

Motion carried unanimously.

Clerk Markee gave Trustee Bartolotta the Oath of Office for the Crescent Lake Improvement Board.

**5. Board Liaison Reports (Verbal)**

Trustee Bartolotta

The Planning Commission meeting will be held Tuesday, January 24, 2024, at 6:00 p.m. in the Auditorium

Treasurer Thomas

Property taxes are due on Tuesday, February 14, 2023.

Clerk Markee

A Library meeting will be held on Thursday, February 26, 2023.

Trustee Hauswirth

Parks and Recreation is hiring for summer employment.

The Drayton Plans Nature Center has a "No Motorized Vehicle" policy. Please contact the Police department if you see motorized vehicles.

**6. Open Business****6.1 Possible Adoption of Zoning Ordinance 2023-Z-001; Parcel 13-09-351-021, 2520 Airport Rd From C-1, Neighborhood Business to C-2, Small Business**

The following memo was received by Mr. Jeffrey Polkowski, Superintendent of Planning and Zoning.

**Current Zoning:** C-1, Neighborhood Business  
**Proposed Zoning:** C-2, Small Business

The applicant is requesting a rezoning of the property from C-1, Neighborhood Business to C-2, Local Business in order to potentially allow Building Systems Repair Establishments (Plumber, Electrician, etc.) as tenants. The subject parcel is defined as Community Business within the Master Plan. The proposed zoning is in-line with the objectives of the Master Plan. The property meets the minimum lot area and width for C-2, Small Business districts as put forth by 3-900 of the Zoning Ordinance.

**Planning Commission Recommendation and Findings**

The Planning Commission reviewed this proposed Rezoning at the regularly scheduled meeting on December 13, 2022 and resolved unanimously, to forward a favorable recommendation to the Township Board.

**Motions**

Based upon the Planning Commission's favorable recommendation at the December 13, 2022 regular meeting for this rezoning case, should the Board want to consider adopting the requested rezoning C-2, Small Business, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 23, 2022 meeting.

However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the Ordinance and deny the rezoning.

Should you have any questions, please do not hesitate to contact this office.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2023-Z-001

**ZONING ORDINANCE MAP AMENDMENT**

An ordinance to amend the Waterford Township Zoning Ordinance by rezoning a parcel of property with conditions on its use and development as authorized by MCL 125.3405 and amending the Zoning Map.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

The portion of the parcel of property that is assigned tax parcel number 13-09-351-021, legally described below, with current address of 2520 Airport Rd, is rezoned from **C-1, Neighborhood Business to C-2, Small Business** with the Zoning Map that is adopted by and made part of the Waterford Township Zoning Ordinance in Section 3-101, to be changed and amended to reflect this rezoning.

**Section 2 of Ordinance**

The effective date of this ordinance shall be on the 8<sup>th</sup> day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

Possible Adoption of Zoning Ordinance 2023-Z-001; Parcel 13-09-351-021, 2520 Airport Rd from C-1, Neighborhood Business to C-2, Small Business Continued.

**CERTIFICATION**

I certify that this Zoning Ordinance Map Amendment Ordinance was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on January 23, 2023.

CHARTER TOWNSHIP OF WATERFORD

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Date

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Kimberly Markee, Township Clerk

**LEGAL DESCRIPTION ATTACHMENT TO ORDINANCE 2022-Z-001**

T3N, R9E, SEC 9 SUPERVISOR'S PLAT NO 40 LOTS 7 & 8, ALSO N 78.63 FT OF LOT 9, ALSO PART OF LOT 9 BEG AT PT DIST N 29.17 FT FROM SW LOT COR, TH N 59.20 FT, TH S 89-54-00 E 167 FT, TH S 57.07 FT, TH S 89-10-15 W 167.02 FT TO BEG

Moved by Bartolotta,  
Seconded by Markee, RESOLVED, to adopt Zoning Ordinance 2023-Z-001; Parcel 13-09-351-021, 2520 Airport Rd From C-1, Neighborhood Business to C-2, Small Business. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

**6.2 Possible Adoption of Ordinance 2023-Z-002; Text Amendment Veterinary Clinics as Special Use Approval, C-1, Neighborhood Business District And C-2, Small Business District**

The following memo was received by Mr. Jeffrey Polkowski, Superintendent of Planning and Zoning.

This proposed Zoning Ordinance Text Amendment includes Veterinary Clinics as a Special Use Approval in the Zoning Ordinance within the C-1, Neighborhood Business District and C-2, Small Business District.

Planning Staff has recently been approached by an applicant who was looking at utilizing a property zoned C-2, Small Business District to open a Veterinary Clinic. Considering Veterinary care is an essential need in our community that is allowed in the O-1 and O-2 Zoning Districts, after some deliberation, Township Planning Staff has made the decision to recommend this ordinance amendment to accommodate this use as it is already available in our community in similarly intensive, and less intensive, Zoning Districts. That being said, because of the sensitive nature of Veterinary Clinics, Township Staff feels that this land use should be set for Special Approval by a vote from the Planning Commission. Doing so would require that public hearing be carried out and that any site plan would be held to the full scrutiny of the Planning Commission.

Section 1-007 of the Zoning Ordinance defines Veterinary Clinics as:

**Veterinary Clinic.** A veterinary establishment for the care, diagnosis, and treatment of sick or injured animals on an outpatient basis.

Possible Adoption of Ordinance 2023-Z-002: Text Amendment Veterinary Clinics as Special Use Approval, C-1, Neighborhood Business District and C-2, Small Business District Continued.

As with all other Veterinary Clinic uses Township-wide, staff is proposing this as a use in the C-1 and C-2 with the stipulation that customary pens or cages, if any, be permitted only within the clinic building limited to overnight observation and shall only be incidental to such clinic use.

**Planning Commission Recommendation and Findings**

The Planning Commission reviewed this proposed Zoning Ordinance amendment at the regularly scheduled meeting on December 13, 2022 and resolved unanimously, to forward a favorable recommendation to the Township Board.

**Motions**

Based upon the Planning Commission's favorable recommendation at the December 13, 2022 regular meeting for this Zoning Ordinance amendment, should the Board want to consider adopting the requested Zoning Ordinance amendment, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 23, 2022 meeting. However, if the Board does not want to adopt the requested Zoning Ordinance amendment, the appropriate motion would be to not introduce the Ordinance and deny the amendment.

Should you have any questions prior to Monday's meeting please do not hesitate to reach out to me.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2023-Z-002  
**TEXT AMENDMENT TO ZONING ORDINANCE**

An Ordinance to amend the Waterford Township Zoning Ordinance No. 135-A ("Zoning Ordinance") Business Zoning Districts, C-1 and C-2, to permit Veterinary clinics as permitted uses after Special Approval.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

Section 3-703.4 of the Waterford Township Zoning Ordinance that lists permitted uses after Special Approval in the C-1 Neighborhood Business Zoning District, is amended to add section C Veterinary clinics that may be permitted in the District after Special Approval to read as follows:

**3-703.4. Permitted Uses after Special Approval.** The following uses shall be permitted as special approval uses in the C-1 district, subject to the review and approval of the use in accordance with **Section 4-006** and any conditions hereinafter imposed for each such use:

- A. Outdoor dining patios (See **Structure in Section 1-007**) conducted in areas structurally attached to and/or located directly adjacent to or upon the principal building used for restaurant establishments. The Planning Commission shall review and may stipulate requirements for: reasonable restrictions on the hours of operations, additional screening and fencing, service area accessibility, waste material containers and disposal of waste materials, effective pedestrian circulation, seating capacity, additional required parking, and future review to ensure that such use does not violate the performance standards established in this Zoning Ordinance.

Possible Adoption of Ordinance 2023-Z-002: Text Amendment Veterinary Clinics as Special Use Approval, C-1, Neighborhood Business District and C-2, Small Business District Continued.

- B. Regional public utility facilities (See **Public Utility in Section 1-007**), provided that any installations located closer than fifty (50) lineal feet from any adjacent residential dwelling shall be screened with landscaping materials as provided for in **Division 2-8** and identified in a landscape plan reviewed and approved by the Zoning Official and Township Engineer, and such landscaping shall not negatively impact accessibility by utility maintenance crews. (Amended 7/5/2022)
- C. Veterinary clinics (See **Veterinary Establishments in Section 1-007**). A veterinary clinic may include customary pens or cages which are permitted only within the clinic building and limited to overnight observation and shall only be incidental to such clinic use.
- D. Electric Vehicle Charging Stations (See **Electric Vehicle Charging Stations in Section 1-007**). (Effective 5/4/2021)
- E. Carryout restaurants and fast food/delicatessen/sandwich shop restaurants (See **Restaurant Establishments in Section 1-007**) with drive-thru facilities (Effective 11/30/2021)

**Section 2 of Ordinance**

Section 3-704.5 of the Waterford Township Zoning Ordinance that lists permitted uses after Special Approval in the C-1 Neighborhood Business Zoning District, is amended to add section C Veterinary clinics that may be permitted in the District after Special Approval to read as follows: to read as follows:

**3-704.5. Permitted Uses after Special Approval** The following uses shall be permitted as special approval uses in the C-2 district, subject to the review and approval of the use in accordance with **Section 4-006** and any conditions hereinafter imposed for each such use:

- A. Banquet and food preparation establishments (See **Commercial Service Establishments in Section 1-007**). (Effective 8/4/2020)
- B. Veterinary clinics (See **Veterinary Establishments in Section 1-007**). A veterinary clinic may include customary pens or cages which are permitted only within the clinic building and limited to overnight observation and shall only be incidental to such clinic use.
- C. Electric Vehicle Charging Stations (See **Electric Vehicle Charging Stations in Section 1-007**). (Effective 5/4/2021)
- D. Restaurant Establishments (See **Restaurant Establishments in Section 1-007**) with outdoor dining patios conducted in areas structurally attached to and/or located directly adjacent to or upon the principal building used for restaurant establishments. The Planning Commission shall review and may stipulate requirements for reasonable restrictions on the hours of operation, additional screening and fencing, service area accessibility, waste material containers and disposal of waste materials, effective pedestrian circulation, seating capacity, additional required parking, and future review to ensure conformance with such stipulations and the performance standards established in this Zoning Ordinance. (Effective 9/27/2021)
- E. Bar/lounges, carryout restaurants and fast food/delicatessen/sandwich shop restaurants (See **Restaurant Establishments in Section 1-007**) with drive-thru facilities. (Amended 11/30/2021)

Possible Adoption of Ordinance 2023-Z-002; Text Amendment Veterinary Clinics as Special Use Approval, C-1, Neighborhood Business District and C-2, Small Business District Continued.

**Section 3 of Ordinance**

The effective date of this Ordinance shall be on the 8<sup>th</sup> day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

**CERTIFICATION**

I certify that this Zoning Ordinance Text Amendment was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on January 23, 2023.

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Date

Kimberly Markee, Township Clerk

Moved by Bartolotta,  
Seconded by Markee, RESOLVED, to adopt Zoning Ordinance 2023-Z-002; Text Amendment Veterinary Clinics as Special Use Approval, C-1, Neighborhood Business District and C-2, Small Business District.  
A roll call vote was taken,

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

6.3 **Possible Adoption of Ordinance 2023-Z-003; Text Amendments to Permit Curbside Service for Marihuana Provisioning Centers**

The following memo was received by Mr. Jeffrey Polkowski, Superintendent of Planning and Zoning.

During the November 14, 2022, meeting of the Board of Trustees, a motion was adopted to direct the Township Attorney to draft an amendment to the Medical Marihuana Facility (“MMFL”) Ordinance to make three modifications to the standards and operating procedures of medical marihuana facilities. One of the changes proposed was to permit curbside services as well as online and phone orders to for provisioning centers. Curbside service as well as online and telephone orders are permitted for marihuana sales locations under the Michigan Administrative Rules in R 420.207a, unless they are prohibited by a municipal ordinance. Currently, the MMFL Ordinance and the Zoning Ordinance both require that all use, operation and storage for medical marihuana facilities take place inside a fully enclosed building.

**Planning Commission Recommendation and Findings**

The Planning Commission reviewed this proposed Zoning Ordinance amendment at the regularly scheduled meeting on December 13, 2022 and resolved unanimously, to forward a favorable recommendation to the Township Board.

Possible Adoption of Ordinance 2023-Z-003; Text Amendments to Permit Curbside Service for Marihuana Provisioning Centers Continued.

**Motions**

Based upon the Planning Commission's favorable recommendation at the December 13, 2022 regular meeting for this Zoning Ordinance amendment, should the Board want to consider adopting the requested Zoning Ordinance amendment, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 23, 2022 meeting. However, if the Board does not want to adopt the requested Zoning Ordinance amendment, the appropriate motion would be to not introduce the Ordinance and deny the amendment.

Should you have any questions prior to Monday's meeting please do not hesitate to reach out to me.

**STATE OF MICHIGAN COUNTY OF OAKLAND  
CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO 2023-Z-003**

**TEXT AMENDMENT TO ZONING ORDINANCE**

An Ordinance to amend the Waterford Township Zoning Ordinance No. 135-A ("Zoning Ordinance") relating to Regulations for Medical Marihuana Uses.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

Section 2-604.4 Use Regulations for all Licensed Medical Marihuana Uses, shall be amended in Section H to permit telephone and online sales as well as curbside service for provisioning centers:

**2-604.4 Use Regulations for all Licensed Medical Marihuana Uses.**

Section A-G unchanged

H. All use, operations, and storage shall be in a fully enclosed building, with no marihuana to be visible from outside the building. However, contactless and limited contact service is permitted for provisioning centers to accept online and telephone orders and payment for the order as well as curbside pick-up at the provisioning center location. The designated area for curbside service must be identified in the provisioning center scaled site and building plan and provided for in the security plan. Curbside service may not begin until the Township Clerk receives a copy of the operating procedure for curbside service, if it was not previously provided to the Township. The procedure must include an anti-theft plan.

**Section 2 of Ordinance**

The effective date of this Ordinance shall be on the 8<sup>th</sup> day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

Possible Adoption of Ordinance 2023-Z-003; Text Amendments to Permit Curbside Service for Marihuana Provisioning Centers Continued.

**CERTIFICATION**

I certify that this Zoning Ordinance Text Amendment was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on \_\_\_\_\_.

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Date

Kim Markee, Township Clerk

Moved by Bartolotta,  
Seconded by Thomas, RESOLVED, to adopt Zoning Ordinance 2023-Z-003; Text Amendments to Permit Curbside Service for Marihuana Provisioning Centers. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

6.4 **Possible Adoption of Ordinance 2023-001; Medical Marihuana Facility Licensing – Curbside**

**CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2023-001**

**MEDICAL MARIHUANA FACILITY LICENSING ORDINANCE AMENDMENT**

An Ordinance to amend the Medical Marihuana Facility Licensing Ordinance codified in Division 12 of Article III in Chapter 10 of the Waterford Charter Township Code to make changes to provisioning center requirements to allow for curbside pickup, telephone and online sales, a change to the hours of operations and a change to the security guard requirements for all Facilities.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

The Waterford Charter Township Code is amended by adding a definition of Curbside service to Subsection 10-294 (b) to read as follows:

**Curbside or Curbside service** means providing the ability for contactless and limited contact pickup of marihuana and marihuana-infused products on a provisioning center premises at the location identified in the site plan.

**Section 2 of Ordinance**

The Waterford Charter Township Code is amended by modifying subsection 10-299 (a)(3) to allow curbside service, to read as follows:

**Sec. 10-299. Facility location and minimum requirements.**

Possible Adoption of Ordinance 2023-001; Medical Marihuana Facility Licensing – Curbside Continued.

(a) A facility license is not authorized and shall not be applied for, approved, or issued:

(1)– (2) Unchanged

(3) Unless all facility operations except vehicle parking will be inside a fully enclosed building. However, provisioning centers may receive online and phone orders and may provide curbside service, if the location of the curbside service is identified in the scaled site plan and the standard operating procedures for curbside security and anti-theft measures are provided in the security plan.

**Section 3 of Ordinance**

The Waterford Charter Township Code is amended by modifying subsection 10-306(f) to allow provisioning centers to receive online and phone orders as well as provide curbside service, to read as follows:

**Sec. 10-306 License standards, terms, and conditions.**

Unless modified by the Township Board in its decision to approve a license, the standards, terms, and conditions in this Section are incorporated by reference in and shall be requirements of every facility license to be complied with at all times.

(a)- (e) unchanged

(f) All activities of facilities, including, without limitation the cultivation, growing, processing, displaying, manufacturing, selling, and storage of marihuana and marihuana-infused products shall be conducted inside the approved facility building and out of public view from outside the facility. However, contactless and limited contact service is permitted for provisioning centers to accept online and telephone orders and payments, as well as curbside pick-up at the provisioning center location. No medical marihuana or paraphernalia shall be displayed or kept in a facility so as to be visible from the exterior of the building. All marihuana products kept on premises where marihuana plants are cultivated shall be stored in a locked and enclosed space.

(g)- (u) unchanged

**Section 6 of Ordinance**

Should any part of this ordinance be declared invalid by a Court, it shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

**Section 8 of Ordinance**

This Ordinance shall take effect immediately upon publication.

**CERTIFICATION**

I certify that this Ordinance was adopted by the Board of Trustees of the Charter Township of Waterford at a regular meeting held on January 23, 2023.

CHARTER TOWNSHIP OF WATERFORD

January , 2023

By: \_\_\_\_\_  
Kimberly F. Markee, Township Clerk

Possible Adoption of Ordinance 2023-001; Medical Marihuana Facility Licensing – Curbside Continued.

Moved by Bartolotta,  
Seconded by Thomas, RESOLVED, to adopt Ordinance 2023-001; Medical Marihuana Facility Licensing – Curbside. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon  
Nays: None  
Absent: None

Motion carried unanimously.

**7. New Business****2023 Budget Amendment Request – Wilmont Relief Drain Budget Amendment**

The following memo was received from Mr. Derek Diederich, Twp. Budget Director and DPW Administrative Superintendent.

During the 2023 Budget Preparation our office was notified of a capital project that would be completed by the Water Resource Office (WRC). The name of the Public Drain is the Wilmont Drain. Please see the attached picture for its location within the Township.

WRC's Engineer originally informed the Township that the estimated 'Township At-Large' portion of this project would be \$83,080.00. To that end, we budgeted \$87,500.00 in the Township's (246) Improvement Revolving Fund Line item: 24690-95390. On the Township side we added a contingency in case the bids from the County came in higher. We were recently informed that the 'Township's At-Large' portion came in at \$98,438.00.

Based on the construction bids received a budget amendment is needed for the Township to pay for its proportional share of this project.

**Recommended Board Action:**

**Approve a \$10,938.00 Budget Amendment Increase to Line: 24690-95390 (Drains – Chapter 20 R&M Projects).**

Thank you for your attention to this matter. Please feel free to contact our office should you have further questions.

Moved by Markee,  
Seconded by Hauswirth, RESOLVED, to approve a \$10,938.00 budget amendment increase to Line: 24690-95390 (Drains – Chapter 20 R&M Projects). A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon  
Nays: None  
Absent: None

Motion carried unanimously.

**7.2 Automated External Defibrillator (AED) Replacements and Budget Amendment Request**

The following memo was received by Mr. Justin Westlake, DPW Director.

It was recently discovered that the AED devices at the various Waterford Township campus locations are at the end of their usable life and need to be replaced. These units could potentially save the life of an employee or resident either working in or visiting one of our facilities.

After coordinating with Waterford Fire Chief Matt Covey and Waterford EMS Coordinator Jake Helgemo they recommended the purchase of the attached replacements that are compatible with the system our Fire Department currently utilizes. It is important to standardize these systems with equipment our first responders are already trained on because when a life-threatening event occurs, time is a critical factor.

The company we would like to purchase these LifePak AEDS from is Stryker and is currently a single source vendor for Waterford Township. Chief Covey has informed me that they currently get all the ambulance stretchers, stretcher lifts, AED, and Cardiac monitors from Stryker, so we have had a good working relationship with them and know they will deliver a quality product.

This was not a budget approved expense for 2023; therefore, I am requesting a budget amendment in the amount of \$33,684.65 to account number 24690-97125.

**Requested Township Board Action:**

1. **Authorize the purchase of the replacement AED units on the attached quote from Stryker in the amount of \$33,684.65.**
2. **Authorize a budget amendment in the amount of \$33,684.65 to account number 24690-97125.**

Chief Covey and Mr. Westlake addressed the Board of Trustees. Clerk Markee inquired if training will be provided. Chief Covey stated they offer classes on the 2nd Saturday of the month they offer CPR and AED classes. There is a small fee to cover the cost of the certificates. Chief Covey answered the Board's questions.

Moved by Thomas,

Seconded by Markee, RESOLVED, to authorize the purchase of the replacement AED units on the attached quote from Stryker in the amount of \$33,684.65 utilizing funds from account 24690-97125; furthermore, to authorize a budget amendment in the amount of \$33,684.65 to account number 24690-97125. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

7.3 **2023 NO HAZ (North Oakland Household Hazardous Waste Consortium) Program Interlocal Agreement and Resolution**

The following Agreement was received from Ms. Stacy St. James, Environmental Coordinator.

In 2003, Waterford Township joined several northern Oakland County communities to create the North Oakland Household Hazardous Waste Consortium (NO HAZ). Through this cooperative effort, NO HAZ was able to provide residents of the participating communities a safe, reliable, environmentally responsible way to dispose of their household hazardous waste (HHW). We consistently receive calls and emails from residents wanting to know where to dispose of their HHW. There are no convenient, local locations which provide the same level of service that can be found at a NO HAZ organized collection event. Partnering with our neighboring communities to hold various HHW collection events throughout northern Oakland County is a great service to offer our residents. In addition, the goals of this program strongly correlate with other ongoing efforts we have in the Township, which include the Wellhead Protection program.

For 2023, our estimated obligation is \$51,510.49. As in previous years, it is being proposed to have the program costs funded through the following accounts:

59044-84500 - DPW Professional Services (\$25,755.24)  
17470-96410 - Environmental Projects (\$25,755.25)

Attached you will find the 2023 Interlocal Agreement and associated Resolution.

**THE NORTH OAKLAND  
HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Planning and Local Business Development Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

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Now Therefore be it Resolved: That our community, Charter Township of Waterford, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we will charge residents \$15 to participate in NoHaz events in 2023, and

Be it Further Resolved: That we hereby appoint Stacy St. James as our official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2023.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Waterford Township Board, at a regular meeting held on January 23, 2023.

---

Kim Markee, Clerk  
The Charter Township of Waterford

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE INTERLOCAL  
AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
CHARTER TOWNSHIP OF WATERFORD**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and Charter Township of Waterford, 5200 Civic Center Drive, Waterford, MI 48329 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

**1. INTRODUCTORY STATEMENTS**

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2023 NO HAZ (North Oakland Household Hazardous Waste Consortium) Program Interlocal Agreement and Resolution

**2. PURPOSE OF AGREEMENT** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

**3. GOALS OF THE PROGRAM:**

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

**4. OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

**NOW THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

**5. DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 "**ACCEPTABLE HAZARDOUS WASTE**" shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 "**ADMINISTRATIVE COSTS**" shall be defined as and may include any and all Program costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.
- 5.3 "**AGENT**" OR "**AGENTS**" of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.

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5.12 **“NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD”** (“NoHaz BOARD”) means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.

5.13 **“PARTICIPATING MUNICIPALITY”** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.

5.14 **“PROGRAM HOST”** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.

6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:

6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.

6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.

6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.

6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents participating in a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.

6.6 The COUNTY shall provide educational support for the Program.

7. **MUNICIPALITY’S RESPONSIBILITIES**

7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY. Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of

2023 NO HAZ (North Oakland Household Hazardous Waste Consortium) Program Interlocal Agreement and Resolution

hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

- 7.1.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event.
- 7.2 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.
  - 7.3.1 A MUNICIPALITY that had 125 participants or less at the 2022NoHaz events will be assessed \$50.00 per collection event in 2023
  - 7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2022 NoHaz events will be assessed \$125.00 per collection event in 2023.
  - 7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2022 NoHaz events will be assessed \$250.00 per collection event in 2023.
  - 7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2023 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY shall be solely and completely responsible for any and all liability for CLAIM(S) which are based upon, result from, arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.

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10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. Each MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
  - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
    - 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.
      - 12.2.1 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

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12.22 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2.3 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

12.3 In the event any monetary sponsorships from businesses or other entities are received for the program, the proceeds shall be split between the member MUNICIPALITIES using the same formula as is used to determine the portion of the administrative fee that each MUNICIPALITY is responsible for. This amount shall be deducted from the invoice that the COUNTY submits to the MUNICIPALITY.

**13. MUNICIPALITY'S FAILURE TO PAY**

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

**14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT**

14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.

14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

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- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

**15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY**

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:
  - 15.1.1 The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
  - 15.1.2 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies.
  - 15.1.3 Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee.

**16. LENGTH OF AGREEMENT** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2023 and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2023.

**17. TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:

- 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.
- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the

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circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.

18. **SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

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25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **NOTICES** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
  - 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to: Stacy St. James, 5200 Civic Center Dr, Waterford, MI 48329
  - 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

2023 NO HAZ (North Oakland Household Hazardous Waste Consortium) Program Interlocal Agreement and Resolution

**32. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

**33. AGREEMENT APPROVAL AND AMENDMENT**

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

**34. ENTIRE AGREEMENT** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

**35. CONCLUSION:** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

**IN WITNESS WHEREOF,** \_\_\_\_\_ hereby acknowledges that he has been authorized by a resolution of the Waterford Township Board, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

2023 NO HAZ (North Oakland Household Hazardous Waste Consortium) Program Interlocal Agreement and Resolution

**IN WITNESS WHEREOF**, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED:

\_\_\_\_\_  
Chairperson, Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

Clerk Markee shared tentative dates and you may find information at [www.nohaz.com](http://www.nohaz.com). There is a small cost-share of \$15.00

Moved by Markee,  
Seconded by Hauswirth, RESOLVED, to adopt the 2023 NO HAZ (North Oakland Household Hazardous Waste Consortium) Program Interlocal Agreement and Resolution. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

7.4

**2023 Resolution to Adopt Poverty Exemption Policy and Guidelines for 2023**

The following memo was received by Ms. Paula Moore, Chief Assessor.

Attached you will find the information for your approval for the 2023 Poverty Exemption Guidelines based upon the requirements sited under PA 253 of 2020 that amended MCL 211.7u. Since the Board of Review no longer can approve an exemption under extraordinary circumstances, the Board has increased the federal poverty income levels to include up to 200% of the federal amounts. This will allow the Board of Review to assist additional citizens of Waterford that are going through a difficult financial time. The law only allows a 100%, 50% or 25% reduction in the Taxable Value. Therefore, the resolution and the guidelines show the exact income levels relating to the reduction in Taxable Value for those that qualify.

The federal poverty guidelines change every year, therefore a new resolution approving the income and guidelines are required. I respectfully request that you approve the resolution for Poverty Exemption for the 2023 tax year.

**RESOLUTION TO ADOPT POVERTY EXEMPTION  
POLICY AND GUIDELINES FOR 2023**

2023 Resolution to Adopt Poverty Exemption Policy and Guidelines for 2023 Continued.

**WHEREAS**, the adoption of guidelines for poverty exemptions is required of the Township Board of Trustees; and

**WHEREAS**, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 253 of 2020 (MCL 211.7u); and

**WHEREAS**, pursuant to PA 253 of 2020, the Township of Waterford, Oakland County, adopts the following guidelines and those on the attached Policy and Guidelines for Poverty Exemptions for the Board of Review to implement. The guidelines shall include, but not be limited to, the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year; and

**WHEREAS**, in order to qualify for a poverty exemption, property owners must submit an application using the State of Michigan Form 5737, Application for MCL 211.7u Poverty Exemption. The Board of Review shall consider the income and asset guidelines listed below along with the attached Policy and Guidelines for Poverty Exemptions for Waterford Township.

**Income:** The income guidelines shall be no more than 200% of the Federal Poverty Guidelines as follows:

***For 100% Poverty Exemption:***

<b><u>Size of Family Unit</u></b>	<b><u>2023 Poverty Income Guidelines</u></b>
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
Each additional person	Add \$4,720/person

***For 50% Poverty Exemption:***

<b><u>Size of Family Unit</u></b>	<b><u>2023 Poverty Income Guidelines</u></b>
1	\$20,385
2	\$27,465
3	\$34,545
4	\$41,625
5	\$48,705
6	\$55,785
7	\$62,865
8	\$69,945
Each additional person	Add \$7,080/person

2023 Resolution to Adopt Poverty Exemption Policy and Guidelines for 2023 Continued.**For 25% Poverty Exemption:**

<u>Size of Family Unit</u>	<u>2023 Poverty Income Guidelines</u>
1	\$27,180
2	\$36,620
3	\$46,060
4	\$55,500
5	\$64,940
6	\$74,380
7	\$83,820
8	\$93,260
Each additional person	Add \$9,440/person

**Asset Test:** To be eligible for a poverty exemption for 2023, assets (excluding the principal residence and one vehicle) shall not exceed \$25,000 for one person and \$35,000 for two or more people living in the household.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Assessor and Board of Review shall follow the above-stated policies and federal guidelines (and the Policy and Guidelines attached hereto) in granting or denying an exemption.

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting of the Board on January 23, 2023.

---

Waterford Township Clerk

Date

Ms. Moore, Chief Assessor addressed the Board and clarified numbers. The Board thanked her for her work.

Moved by Bartolotta,  
 Seconded by Thomas, RESOLVED, to adopt the 2023 Resolution to Adopt Poverty Exemption Policy and Guidelines for 2023. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

**7.5 Approval of Two-Year Extension of Pontiac Fire Services Agreement**

The following agreement was present by Ms. Joellen Shortley, Township Attorney.

**ADDENDUM TO FIRE AND MEDICAL RESPONSE SERVICES AGREEMENT**

This Addendum ("Addendum") is made and entered into on January 25, 2023, by and between the City of Pontiac, a Michigan Municipal Corporation 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City"); and the Charter Township of Waterford, 5200 Civic Center Drive, Waterford, Michigan 48329 ("Township").

WHEREAS, the City and Township entered into an Event Agreement dated January 17, 2012, for the provision of Fire and Medical Response Service Agreement, as amended most recently on January 25, 2022 (the "Agreement"); and

WHEREAS, the City and Township desire to enter into this Addendum to amend the Agreement as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

**1. AMENDMENT TO AGREEMENT**

- a. Section 2.0, COST OF SERVICES, is hereby amended to read as follows:  
The City shall pay the Township Eight Million, Eight Hundred Sixty Four Thousand, Eight Hundred And Forty Six Dollars And 30 Cents (\$8,864,846.30) for services provided February 1, 2023, through January 31, 2024, and Eight Million, Four Hundred Fifty One Thousand, One Hundred and Fifty Three Dollars and 47 cents (\$8,451,153.47) during the period of February 1, 2024, through December 31, 2024, the term of the Addendum, pursuant to the payment periods provided in Section 2.4. Payments shall be made five (5) business days prior to the start of a payment period.
- b. Section 3.0, TERM OF AGREEMENT, is hereby amended to read as follows:  
This Contract shall remain in effect through December 31, 2024.
- c. Section 2.4, ESCALATOR CLAUSE: FIFTH AND SUBSEQUENT YEARS, is hereby amended to state as follows:

Payment for services for the period of February 1, 2023, through December 31, 2024, shall be as follows:

February 1 to March 31, 2023: April	\$1,477,474.39
1 to June 30, 2023:	\$2,216,211.57
July 1 to September 30, 2023:	\$2,216,211.57
October 1 to December 31, 2023:	\$2,216,211.57
January 1 to January 31, 2024:	\$738,737.20

February 1 to March 31, 2024:	\$1,536,573.35
April 1 to June 30, 2024:	\$2,304,860.04
July 1 to September 20, 2024:	\$2,304,860.04
October 1 to December 31, 2024:	\$2,304,806.04

- d. All other terms of the Agreement, not modified by this Addendum shall remain in full force and effect through the amended term of the Agreement.

Approval of Two-Year Extension of Pontiac Fire Services Agreement Continued.

## 2. MISCELLANEOUS

a. This Addendum may be executed with counterpart signature pages or in two or more counterparts (including facsimile or electronic transmission of such signature pages), all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

WHEREOF, the parties hereto have executed this Addendum as of the date set forth herein.

CITY OF PONTIAC

---

By: Tim Greimel  
Its: Mayor  
Date: \_\_\_\_\_

TOWNSHIP OF WATERFORD

---

By: Gary Wall  
Its: Supervisor  
Date: \_\_\_\_\_

Moved by Markee,  
Seconded by Bartolotta, RESOLVED, to approve the twenty-three (23) month of Pontiac Fire Services  
Agreement and to correct the last payment listed from October 1, 2024 to December 31, 2024 to  
\$2,304,860.04. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon  
Nays: None  
Absent: None

Motion carried unanimously.

**7.6 Request Received for Extension of Time for Issuance of a Facility License Under the Medical Marihuana Facility License Ordinance – Golden Rockies**

The following memo was received by Mr. Aaron D. Geyer, Attorney for Aiello & Associates, PLLC, on behalf of Golden Rockies, Inc.

An item has been added to your Board of Trustee Agenda for January 23, 2023 to address a request from Golden Rockies Inc. Golden Rockies was awarded a license to operate a medical marihuana provisioning center license to operate at 5770 & 5806 Dixie Highway in Waterford Township. Pursuant to Section 10-303(i) of the Charter Township of Waterford Medical Marihuana Facility Licensing Ordinance, the final decision to approve or conditionally approve Golden Rockies' application is to take place within one year of the Township Board's final decision – that date being March 14, 2023.

The Ordinance section permits approval of "such later date" which is why Golden Rockies appears before this Board. While we are moving forward (Golden Rockies obtained Planning Commission and ZBA approvals, and building permits have been issued), obtaining a Certificate of Occupancy before our deadline may not be possible. At the present time, we are experiencing product delays which impedes our ability to finish construction and obtain the requisite state licensing from the CRA.

Request Received for Extension of Time for Issuance of a Facility License Under the Medical Marihuana Facility License Ordinance – Golden Rockies Continued.

Rather than waiting until the last minute and scramble to obtain a date to appear before this body to request an extension, on behalf of Golden Rockies Inc., we would respectfully request a formal extension from this Board. This would be our first extension request, and we are aware that other marihuana applicants have sought and obtained similar relief.

Mr. Aaron Geyer and Mr. Joseph Aiello addressed the Board of Trustees on behalf of Golden Rockies, Inc. Attorney Shortley answered the Boards questions regarding past extension.

Moved by Bartolotta, to direct the Township Attorney to draft a Resolution for a six-month extension for Golden Rockies, Inc.

Trustee Bartolotta withdrew his motion.

Moved by Monohon,  
Seconded by Bartolotta, RESOLVED, to direct the Township Attorney to draft a Resolution for a six-month extension for the conditional licenses

Trustee Monohon withdrew his motion.

Moved by Markee,  
Seconded by Bartolotta, RESOLVED, to direct the Township Attorney to draft a Resolution providing the same amount of additional time to the applicants conditionally approved on March 14, 2022, to be presented at the February 13, 2023, regular board meeting. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

**7.7 Citizen to Address the Board; Wayne Helgemo, Tinted Windows In Waterford and Oakland County**

Mr. Helgemo was not in attendance.

**7.8 Citizen to Address the Board; David George, Recreational Marihuana**

Mr. George, D&R Investments (DBA Planet59) addressed the Board of Trustees and spoke in favor of pursuing an ordinance for Recreational Marihuana.

Mr. George responded to the Boards questions.

No action was taken.

**7.9 Public Comments limited to Three (3) Minutes per Speaker**

Carol Anderson, 1604 Orchid Street

Ms. Anderson spoke about traffic concerns if Recreational Marihuana was allowed.

Robin McGregor, 2629 Caterham Dr.

Thanked the Waterford Firefighters for the service they recently provided her family. She continued to thank the Waterford Police Officers. She's grateful for sharing the truth and facts about the Pierce incident. She stated that student is a hero. She commented on the lack of progress at Hatchery and Williams Lake Road.

**8.0 Closed Session****Possible Closed Session to consider confidential Attorney-Client discussion of pending litigation.**

Moved by Bartolotta,

Seconded by Thomas, to enter into closed session to consider confidential attorney-client discussion of pending litigation with Township Attorney Shortly, Mark Similar - HR Director, Attorney Tim Ferrand. A roll call vote was taken.

Supervisor Wall stated that the Board will return from Closed Session to close the meeting. No other action will be taken.

The Board of Trustees entered into closed session at 7:23 p.m.

The Board of Trustees returned from closed session at 8:38 p.m.

**ADJOURNMENT**

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to adjourn the meeting at 8:38 p.m. A roll call vote was taken.

Ayes: Wall, Markee, Thomas, Bartolotta, Hauswirth, Matsura, and Monohon

Nays: None

Absent: None

Motion carried unanimously.

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Kim Markee, Clerk

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Gary Wall, Supervisor

01/18/2023 11:52 |WATERFORD TOWNSHIP  
1lievois |AP CHECK RECONCILIATION REGISTER

|P 1  
|apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
306487	01/23/2023	PRINTED	013685 APPLIED INNOVATION	2,187.90			
306488	01/23/2023	PRINTED	013887 AVERHEALTH	830.00			
306489	01/23/2023	PRINTED	021079 BAKER & TAYLOR BOOKS	193.73			
306490	01/23/2023	PRINTED	030118 BLUEBIRD FOUNDATION	100.00			
306491	01/23/2023	PRINTED	030352 KATE MOST	100.00			
306492	01/23/2023	PRINTED	030471 ANNA CAMPBELL	100.00			
306493	01/23/2023	PRINTED	039071 K&A SIGNS	200.00			
306494	01/23/2023	PRINTED	041192 CDW GOVERNMENT INC	380.29			
306495	01/23/2023	PRINTED	041566 COLONIAL HEATING & COOLIN	68.00			
306496	01/23/2023	PRINTED	043376 CINTAS CORP	679.18			
306497	01/23/2023	PRINTED	043952 CYNERGY PRODUCTS	579.00			
306498	01/23/2023	PRINTED	053574 DIXIE FARMS LLC	300.00			
306499	01/23/2023	PRINTED	053580 DOORS OF PONTIAC	268.00			
306500	01/23/2023	PRINTED	063476 ELECTROCOMM-MICHIGAN, INC	130.00			
306501	01/23/2023	PRINTED	091086 GFL ENVIRONMENTAL	2,331.04			
306502	01/23/2023	PRINTED	091835 GUNNERS METERS & PARTS IN	3,500.00			
306503	01/23/2023	PRINTED	093580 GORDON FOOD SERVICE INC	65.53			
306504	01/23/2023	PRINTED	093594 GOOSE BUSTERS	455.00			
306505	01/23/2023	PRINTED	093705 GRAINGER	1,790.78			
306506	01/23/2023	PRINTED	101835 HUBBELL ROTH & CLARK INC	3,805.91			
306507	01/23/2023	PRINTED	111122 CIVICPLUS	24,702.43			
306508	01/23/2023	PRINTED	121135 JC WATER TREATMENT INC	455.70			
306509	01/23/2023	PRINTED	143218 KEEP MICHIGAN BEAUTIFUL I	25.00			
306510	01/23/2023	PRINTED	153367 LIBRARY NETWORK, THE	2,261.14			
306511	01/23/2023	PRINTED	163082 HYLAND SOFTWARE, INC	56,315.84			
306512	01/23/2023	PRINTED	163508 FERGUSON WATERWORKS #3386	3,785.50			
306513	01/23/2023	PRINTED	193280 OFFICE PRIDE COMMERCIAL C	7,617.55			
306514	01/23/2023	PRINTED	193713 ORKIN, LLC	56.00			
306515	01/23/2023	PRINTED	204860 ROAD COMMISSION FOR	993.07			
306516	01/23/2023	PRINTED	213401 PITNEY BOWES GLOBAL FINAN	953.55			
306517	01/23/2023	PRINTED	213723 PROGRESSIVE AE	7,875.00			
306518	01/23/2023	PRINTED	243608 ROCKET ENTERPRISE INC	1,975.00			
306519	01/23/2023	PRINTED	253293 SHIFMAN FOURNIER, PLC	9,500.00			
306520	01/23/2023	PRINTED	253533 SMART BUSINESS SOURCE	5,162.06			
306521	01/23/2023	PRINTED	254826 STARR AUTO GLASS	915.00			
306522	01/23/2023	PRINTED	263255 EUROFINS ENVIRONMENT TEST	547.80			
306523	01/23/2023	PRINTED	271016 US BANK EQUIPMENT FINANCE	97.66			
306524	01/23/2023	PRINTED	273533 UNIFIRST CORP	672.11			
306525	01/23/2023	PRINTED	283243 AMERICAN MESSAGING	154.93			
306526	01/23/2023	PRINTED	293272 WESTERN OAKLAND TRANSPORT	185,000.00			
306527	01/23/2023	PRINTED	293605 WORLDWIDE INTERPRETERS IN	617.16			
306528	01/23/2023	PRINTED	343377 ZOOBEAN, INC	1,452.00			

42 CHECKS

CASH ACCOUNT TOTAL

329,198.86

.00

# Advance Checks Mailed

Jan 10 → Jan 17

01/18/2023 11:56 | WATERFORD TOWNSHIP  
 llievois | AP CHECK RECONCILIATION REGISTER

| P 1  
 | apchkrcn

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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306333	01/10/2023	PRINTED	011484 ARAMARK REFRESHMENT SERVI	11.20			
306334	01/10/2023	PRINTED	011730 ARROW PRINTING	29.95			
306335	01/10/2023	PRINTED	013537 SCHMIDT, ISGRIGG, ANDERSON	757.96			
306336	01/10/2023	PRINTED	013666 APOLLO FIRE APPARATUS SAL	1,344.42			
306337	01/10/2023	PRINTED	013764 SANDRA ASPINALL	300.00			
306338	01/10/2023	PRINTED	014472 ALPHA DIRECTIONAL BORING	3,000.00			
306339	01/10/2023	PRINTED	023068 K & Q LAW, PC	850.00			
306340	01/10/2023	PRINTED	023592 BOSTICK TRUCK CENTER LLC	21,780.00			
306341	01/10/2023	PRINTED	030327 TITTLE BROTHERS CONSTRUCT	100.00			
306342	01/10/2023	PRINTED	030466 MICHAEL CHRISTIAN HOMES,	100.00			
306343	01/10/2023	PRINTED	030467 ALFRED STEWARD	100.00			
306344	01/10/2023	PRINTED	031269 NCS CONSTRUCTION	600.00			
306345	01/10/2023	PRINTED	032864 VIP RESTORATION LLC	400.00			
306346	01/10/2023	PRINTED	032867 ANTO GLASS BLOCK INC	100.00			
306347	01/10/2023	PRINTED	035698 ROBERT REDISCH	600.00			
306348	01/10/2023	PRINTED	038179 SIGN FABRICATORS	100.00			
306349	01/10/2023	PRINTED	038402 MICHAEL UNDERWOOD	100.00			
306350	01/10/2023	PRINTED	041460 CLYDES FRAME & WHEEL SERV	8,414.08			
306351	01/10/2023	PRINTED	043626 CONSUMERS ENERGY	33,745.45			
306352	01/10/2023	PRINTED	043952 CYNERGY PRODUCTS	13,666.11			
306353	01/10/2023	PRINTED	044093 CONWAY SHIELD	288.26			
306354	01/10/2023	PRINTED	051007 DTE ENERGY	79,995.30			
306355	01/10/2023	PRINTED	051445 DLZ MICHIGAN, INC	16,845.60			
306356	01/10/2023	PRINTED	053253 DTE ENERGY	19,530.72			
306357	01/10/2023	PRINTED	053867 DUBOIS CHEMICALS INC	15,302.40			
306358	01/10/2023	PRINTED	063546 ENABLE POINT INC	659.12			
306359	01/10/2023	PRINTED	073248 VALERIE FERRERA	750.00			
306360	01/10/2023	PRINTED	083452 SUBURBAN FORD OF WATERFOR	7,775.98			
306361	01/10/2023	PRINTED	083466 FLEX ADMINISTRATORS INC	531.00			
306362	01/10/2023	PRINTED	083580 FORSTER BROTHERS	75.00			
306363	01/10/2023	PRINTED	083744 ART FRASCA	300.00			
306364	01/10/2023	PRINTED	093565 GOODYEAR AUTO SERV CTR	321.24			
306365	01/10/2023	PRINTED	093705 GRAINGER	802.29			
306366	01/10/2023	PRINTED	093873 GUIDEHOUSE, INC	1,360.00			
306367	01/10/2023	PRINTED	100026 HOUSEAL LAVIGNE ASSOCIATE	810.00			
306368	01/10/2023	PRINTED	101950 HYDRO CORP	7,132.00			
306369	01/10/2023	PRINTED	103143 HALLAHAN & ASSOCIATES, PC	12,293.50			
306370	01/10/2023	PRINTED	103641 HOME CONFINEMENT	775.50			
306371	01/10/2023	PRINTED	103841 HUTCHINSONS ELECTRIC INC	3,965.85			
306372	01/10/2023	PRINTED	113533 INSTITUTE OF CONTINUING	267.50			
306373	01/10/2023	PRINTED	113701 IRON MOUNTAIN	618.80			
306374	01/10/2023	PRINTED	143246 KENT COMMUNICATIONS, INC	871.09			
306375	01/10/2023	PRINTED	143719 DAVID J KRAMER	300.00			
306376	01/10/2023	PRINTED	151011 LTM AUTO TRUCK AND TRAILER	17,671.43			
306377	01/10/2023	PRINTED	161086 MACQUEEN EMERGENCY GROUP	839.26			
306378	01/10/2023	PRINTED	161116 SHARON MCCOY	155.20			
306379	01/10/2023	PRINTED	161140 MCNABS HARDWARE	199.08			
306380	01/10/2023	PRINTED	163485 PAULETTE MICHEL LOFTIN	1,833.33			
306381	01/10/2023	PRINTED	163858 TYLER BUSINESS FORMS	391.06			
306382	01/10/2023	PRINTED	174721 STATE OF MICHIGAN	150.00			
306383	01/10/2023	PRINTED	174870 STATE OF MICHIGAN	21,251.59			
306384	01/10/2023	PRINTED	183289 VERIZON CONNECT NWF INC	1,028.53			

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CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE

306385	01/10/2023	PRINTED	183952 NYE UNIFORM COMPANY	4,991.98
306386	01/10/2023	PRINTED	193074 21C ADVERTISING	1,449.13
306387	01/10/2023	PRINTED	204040 OAKLAND COUNTY TREASURER	1,752.00
306388	01/10/2023	PRINTED	211706 STEVE PRINTZ	300.00
306389	01/10/2023	PRINTED	213094 AL PAVLISH	60.00
306390	01/10/2023	PRINTED	213714 PRINTING SYSTEMS INC	8,175.18
306391	01/10/2023	PRINTED	222051 MELODY MCCUSKER	75.00
306392	01/10/2023	PRINTED	243017 MATT RAY	300.00
306393	01/10/2023	PRINTED	251369 SCOTT SINTKOWSKI	300.00
306394	01/10/2023	PRINTED	251834 THOMAS STRAT	300.00
306395	01/10/2023	PRINTED	253533 SMART BUSINESS SOURCE	41.43
306396	01/10/2023	PRINTED	261106 T&M ASPHALT PAVING INC	85,860.54
306397	01/10/2023	PRINTED	273533 UNIFIRST CORP	581.94
306398	01/10/2023	PRINTED	274551 UNIVERSAL LIFT PARTS, INC	527.22
306399	01/10/2023	PRINTED	283007 VANCES OUTDOORS, INC	556.80
306400	01/10/2023	PRINTED	283242 VERIZON WIRELESS	1,826.52
306401	01/10/2023	PRINTED	283242 VERIZON WIRELESS	1,058.99
306402	01/10/2023	PRINTED	283242 VERIZON WIRELESS	881.51
306403	01/10/2023	PRINTED	283242 VERIZON WIRELESS	1.15
306404	01/10/2023	PRINTED	311830 JAMES SMITH	9.15
306405	01/10/2023	PRINTED	311831 MATTHEW PERRY	13.63
306406	01/10/2023	PRINTED	500483 CSG FORTE PAYMENTS INC	417.00
306407	01/12/2023	PRINTED	011198 ALADTEC INC	10,424.00
306408	01/12/2023	PRINTED	011730 ARROW PRINTING	479.95
306409	01/12/2023	PRINTED	013801 AT&T	220.33
306410	01/12/2023	PRINTED	021371 BLUE CROSS COMPLETE OF MI	1,221.45
306411	01/12/2023	PRINTED	030133 JUDY LASKOSKY	100.00
306412	01/12/2023	PRINTED	030211 PELLERITO & SONS CONSTRUC	100.00
306413	01/12/2023	PRINTED	030459 WILLIAM ALLEN	100.00
306414	01/12/2023	PRINTED	030468 SARA ESPARZA	100.00
306415	01/12/2023	PRINTED	030469 AFBZ WATERFORD ENTERPRISE	1,200.00
306416	01/12/2023	PRINTED	030470 MANTOS LLC	1,627.50
306417	01/12/2023	PRINTED	032011 C&L WARD BROS CO	100.00
306418	01/12/2023	PRINTED	032132 JOHN MCCARTER CONSTRUCTIO	100.00
306419	01/12/2023	PRINTED	038942 EGRESS SOLUTIONS INC	100.00
306420	01/12/2023	PRINTED	039322 CHAD CLARK	600.00
306421	01/12/2023	PRINTED	039446 CEDAR WORKS INC	100.00
306422	01/12/2023	PRINTED	041460 CLYDES FRAME & WHEEL SERV	713.79
306423	01/12/2023	PRINTED	043376 CINTAS CORP	5,653.86
306424	01/12/2023	PRINTED	073010 SCOTT ALEF	243.50
306425	01/12/2023	PRINTED	073290 MATTHEW FANFALONE	116.25
306426	01/12/2023	PRINTED	073673 NICHOLAS PRESUTTI	116.25
306427	01/12/2023	PRINTED	073826 JEFF POLKOWSKI	243.50
306428	01/12/2023	PRINTED	073855 JENNIFER THOM	50.84
306429	01/12/2023	PRINTED	073923 JUSTIN WESTLAKE	130.50
306430	01/12/2023	PRINTED	101012 TIMOTHY & STELLA HERRINGT	493.72
306431	01/12/2023	PRINTED	111113 IDUMESARO LAW FIRM, PLLC	50.00
306432	01/12/2023	PRINTED	143246 KENT COMMUNICATIONS, INC	14,585.03
306433	01/12/2023	PRINTED	143249 KENT COUNTY BUREAU OF EQU	475.00
306434	01/12/2023	PRINTED	153602 FOUNDERS SERIES OF LOCKTO	648.00
306435	01/12/2023	PRINTED	161024 O.C.C.M.T.A.	50.00
306436	01/12/2023	PRINTED	161050 MARSHALL & SWIFT/ BOECKH,	674.20

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
306437	01/12/2023	PRINTED	161554 DAVID MOWETT	4,419.00			
306438	01/12/2023	PRINTED	174070 MAMC	650.00			
306439	01/12/2023	PRINTED	193103 TERENCE O'LEARY	100.00			
306440	01/12/2023	PRINTED	204040 OAKLAND COUNTY TREASURER	5,174.24			
306441	01/12/2023	PRINTED	204547 OAKLAND COUNTY CLERK ASSO	140.00			
306442	01/12/2023	PRINTED	241008 RKA PETROLEUM COMPANIES,	10,082.92			
306443	01/12/2023	PRINTED	243024 RAPID FINANCIAL SOLUTIONS	1,500.00			
306444	01/12/2023	PRINTED	254851 STANDARD INSURANCE COMPAN	6,284.60			
306445	01/12/2023	PRINTED	271016 US BANK EQUIPMENT FINANCE	125.83			
306446	01/17/2023	PRINTED	073012 MICHAEL AHRENS	120.00			
306447	01/17/2023	PRINTED	073016 JOSHUA ADAMS	120.00			
306448	01/17/2023	PRINTED	073032 PAULINE BANDLOW	120.00			
306449	01/17/2023	PRINTED	073038 THOMAS BOWEN	120.00			
306450	01/17/2023	PRINTED	073053 BRENDAN BROSnan	120.00			
306451	01/17/2023	PRINTED	073067 SHELLY BOOTH	120.00			
306452	01/17/2023	PRINTED	073074 JARED W BLACK	120.00			
306453	01/17/2023	PRINTED	073110 CHESTER BARTLE	120.00			
306454	01/17/2023	PRINTED	073208 WILL DOLEHANTY	120.00			
306455	01/17/2023	PRINTED	073229 MICHAEL DEBANO	120.00			
306456	01/17/2023	PRINTED	073248 VALERIE FERRERA	120.00			
306457	01/17/2023	PRINTED	073254 TIMOTHY GIELOW	120.00			
306458	01/17/2023	PRINTED	073257 CRAIG FRANCIS	120.00			
306459	01/17/2023	PRINTED	073315 TODD FOX	120.00			
306460	01/17/2023	PRINTED	073317 SCOTT GOOD	120.00			
306461	01/17/2023	PRINTED	073362 DANIEL HIMMELSPACH	120.00			
306462	01/17/2023	PRINTED	073386 RICH HAEFNER	120.00			
306463	01/17/2023	PRINTED	073421 KELLY JOHNSON	120.00			
306464	01/17/2023	PRINTED	073427 WALT JANKOWSKI	120.00			
306465	01/17/2023	PRINTED	073448 RICHARD KUHN JR	120.00			
306466	01/17/2023	PRINTED	073536 STANLEY MATHEWSON	120.00			
306467	01/17/2023	PRINTED	073571 BARBARA MILLER	120.00			
306468	01/17/2023	PRINTED	073592 PAULA MOORE	120.00			
306469	01/17/2023	PRINTED	073611 DANIEL MATA	120.00			
306470	01/17/2023	PRINTED	073670 JILL PENFOUND	120.00			
306471	01/17/2023	PRINTED	073718 MATT REID	120.00			
306472	01/17/2023	PRINTED	073719 ANGIE REID	120.00			
306473	01/17/2023	PRINTED	073737 SCOTT SAWYER	120.00			
306474	01/17/2023	PRINTED	073762 MIKE SIEJA	120.00			
306475	01/17/2023	PRINTED	073764 MICHAEL SMERCZAK ZORZA	120.00			
306476	01/17/2023	PRINTED	073817 SCOTT SABO	120.00			
306477	01/17/2023	PRINTED	073818 CRAIG PLESSCHER	120.00			
306478	01/17/2023	PRINTED	073821 CARL SWANSON	120.00			
306479	01/17/2023	PRINTED	073822 JASON RANDOLPH	120.00			
306480	01/17/2023	PRINTED	073825 JACK SUTHERLAND	120.00			
306481	01/17/2023	PRINTED	073836 ANDREW TARAJOS	120.00			
306482	01/17/2023	PRINTED	073855 JENNIFER THOM	120.00			
306483	01/17/2023	PRINTED	073919 ROBERT W WHITE	120.00			
306484	01/17/2023	PRINTED	073922 DWAYNE WARNER	120.00			
306485	01/17/2023	PRINTED	073940 KARL WESENBERG	120.00			
306486	01/17/2023	PRINTED	073996 JENNIFER MAMOLA	120.00			