

**BOARD MEMBERS PRESENT:**

Anthony Bartolotta, Supervisor  
Kim Markee, Clerk  
Steve Thomas, Treasurer  
Jeff Gilbert, Trustee  
Sam Harris, Trustee  
Marie E. Hauswirth, Trustee  
Gary Wall, Trustee

**OTHERS PRESENT:**

Mark Meszlor	Grant Smith, WYA	Anne Mobley
Russ Gerke	Mary Bartolotta	Gary Biron
Crystal McCready	Sharon Thomas	Tyoma Zisser
Steve McCready	Greg Bauer	Joseph Williams
Mark A. Adkins	Andrew Marczewski	Hailey Griffith
Eric Domke	Max Bryon	John Smith
Scott Good	Art Frasca	Wes Evans
Paula Moore	Lila Ball	Nikki Tippett
Mark Gasver	Shelly Schloss	Mark Monohon
Dillon Frost	Jeffrey Polkowski	

1. **Supervisor Bartolotta called the meeting to order at 6:00 p.m.**
2. **Supervisor Bartolotta asked for a moment of silence and led the Pledge of Allegiance.**
3. **A roll call vote was taken.** All board members were present.

**4. APPROVE AGENDA**

**January 12, 2026**

Moved by Wall,  
Seconded by Markee, RESOLVED, to approve the January 12, 2026, agenda as printed. A roll call vote was taken.

Motion carried unanimously.

**5. Announcements**

5.1 Township Offices and the Waterford Township Library will be closed on Monday, January 19, 2026, in observance of Martin Luther King, Jr. Day. Emergency services will be available.

5.2 Oakland County is making it easier for residents to license their dogs and keep pets safe with the launch of a new, modern licensing program in partnership with DocuPet, a pet registration and lost-pet recovery service. The new system streamlines dog licensing through an easy-to-use online platform while providing added protection if a pet becomes lost. Every dog license, which is good for 365 days from the purchase date, includes a DocuPet ID tag and access to HomeSafe®, a 24/7 lost-pet recovery service designed to help reunite pets with their families quickly, often before they ever enter a shelter. For more information please visit oaklandmich.docupet.com or call 248-674-6220.

- 5.3 Winter property taxes are payable without penalty through February 17, 2026. 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).
- 5.4 The annual State of the Township Breakfast will be held on Wednesday, February 25, 2026, at 7:30 a.m. at Overtyme Grill & Taproom, 4724 Dixie Hwy. Tickets will be available for purchase from the Waterford Area Chamber of Commerce website, [www.waterfordchamber.org](http://www.waterfordchamber.org).
- 5.5 Are you traveling for Spring Break and need a passport? Book your passport appointment now with the Waterford Township Clerk's Office. The current processing time is 6 to 8 weeks. If you need it sooner, an additional \$60.00 will be charged. Passport Photos are also available at the Township Clerk's Office for \$15.00. If you are traveling soon, don't delay; book your appointment today. For more information, visit [www.waterfordmi.gov/passports](http://www.waterfordmi.gov/passports) or call 248-674-6266.

## 6 Public Comments – Agenda Items Only, Limited to Three (3) Minutes Per Person

*After being recognized by the Supervisor, individuals in the audience may address the Township Board. Please go to the podium and provide name and address. This is a public comment period, not a question-and-answer period.*

Mark Monohon, 3517 David K; spoke against the Flock Safety Agreement and privacy issues.

Drew Marcheski, 2327 Kirkwood; spoke against the Flock Safety Agreement.

Dillon Frost, Goodrich; spoke against the Flock Safety Agreement and data retention issues.

Eric Domke, 2875 Newberry; spoke against the Flock Safety Agreement.

Mark Atkins, 3620 Lotus Dr.; spoke against having the trash invoices added to property taxes.

Don Mills, 2605 Bender Ave.; spoke against Flock Safety Agreement.

John Smith, 5683 Highland Rd.; spoke against Flock Safety Agreement.

Lila Ball, 62 Edge Lake; She thanked the Board for enacting the single source waste hauler.

## 7. Consent Agenda

- 7.1 December 10, 2025, Meeting Minutes
- 7.2 December 10, 2025, Work Session Minutes
- 7.3 January 12, 2026, Bill Payment
- 7.4 Receive the Clerk's Office November 2025 Report
- 7.5 Receive the Department of Public Works December 2025 Report
- 7.6 Receive the Treasurer's Office November 2025 Report

Moved by Wall,  
Seconded by Hauswirth, RESOLVED, to approve consent agenda items 7.1 through 7.6 as presented. A roll call vote was taken.

Motion carried unanimously.

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

Trustee Hauswirth

**Hess Hathaway Advisory Board**

The Hess Hathaway Advisory board met on December 11<sup>th</sup> at the Waterford Senior Center. On Saturday, December 6th, Hess-Hathaway Park hosted a thank-you event for wish list donors. Several donors attended the event and were treated to an animal experience and a holiday photo opportunity as a gesture of appreciation

The Hess-Hathaway Park Advisory Committee approved a motion to pursue the application of the DIA Partners in Public Arts Program, and this was approved by the Township Board. The initial meeting occurred on January 13<sup>th</sup> in which a committee and timeline have been determined. A survey provided by the DIA will be available to the public for input regarding the artistic rendering. The mural is intended to reflect our community – our people- our brand.

The side Historic Hess house porch was assessed and found to be unsafe and needing repair. Due to its condition, it could not be salvaged and was safely deconstructed and removed. Fascia and decorative trim pieces were preserved and safely stored until a more permanent repair can be completed in the spring.

The next meeting will be held on February 12<sup>th</sup> at 6:00 pm

**Community Greenways Advisory Committee**

The Community Greenways Advisory committee has set up a monthly clean up schedule in which each advisory member has committed two months per member to walk the Riverwalk and clean up litter that has accumulated. The next meeting will be held on January 28<sup>th</sup> at 7:00 pm at the Waterford Twp. Library

**Watkins Lake Advisory Board**

The next Watkins Lake Advisory Board meeting will be held on January 29, 2026, at 3:00 pm at the WRC at 3:00 PM to approve the 3 year budget and SAD for purchasing a new weed harvester.

The next Zoning Board meeting will be held on January 20<sup>th</sup> at 6:00 pm at the Township

Clerk Markee

**Library Advisory Board**

The next Library Advisory Board meeting will be held on January 28, 2026. The murals are complete in the Children's area, and they will start the expansion of the Community Room in February.

Nominations are now open for The Oakland County Executive's Oakland Together 40 Under 40. The program recognizes and spotlights dynamic leaders under the age of 40 who are making a difference in Oakland County and beyond. Visit [oakgov.com/40under40](http://oakgov.com/40under40).

Supervisor Bartolotta

Supervisor Bartolotta advised that Don Pablos has been torn down, and Fork n Pint demolition will begin this week.

**Treasurer Thomas**

Taxes are due on Tuesday, February 17, 2026, after that date there will be a 4% penalty. After March 3, 2026, past due taxes will be payable at the Oakland County Treasurer's office.

Dog licenses will not be dispersed at the Township, but they will be mailed to your residence.

**Trustee Wall**

This past December the Waterford Coalition partnered with the Waterford Police Dept. and Waterford Regional Fire Department held their annual Shop with a Hero program. There was a great turn-out.

The annual Goodfellows held their annual event the weekend before Christmas. It was a wonderful time to help our fellow residents, and to see the generosity of the community.

**Trustee Harris**

There is a Parks and Recreation meeting taking place tomorrow at Leggett Campus at 6:00 p.m., with an information Community Center update.

The information Waterford Neighborhood Road Program met. Public Act 246 will increase from 10% to 20%.

**9. Introduction****Possible Introduction of Ordinance 2026-001; Non-Emergency Cost Recovery Ordinance Amendment**

The following memo was received by Jeffrey Polkowski, Director of Development Services.

**CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2026-001**

**COST RECOVERY ORDINANCE AMENDMENT**

An Ordinance to amend the Cost Recovery provisions in Division 1 of Article III in Chapter 14 of the Waterford Charter Township Code, by adding a new Division 3 for Non-Emergency Cost Recovery.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

**Section 1 of Ordinance**

Division 3 of Article III of the Cost Recovery provisions in Chapter 14 of the Waterford Charter Township Code is added with the following new Sections 14-130-to 14-139 and shall state as follows:

**DIVISION 3. Non-Emergency Cost Recovery**

**Sec. 14-130. Findings and Purpose**

Possible Introduction of Ordinance 2026-001; Non-Emergency Cost Recovery Ordinance Amendment Continued.

The Township determines that there has been a significant increase in the number of calls for the Township's fire, ambulance and emergency response personnel for non-emergency situations such as requests for lift assistance to residents of elder care facilities who have fallen and do not need to be transported to hospitals and to provide non-emergency ambulance transportation. Many times, calls for non-emergency assistance are received from alarm companies when alarms from personal alarm devices are not actively monitored by elder care facility staff to determine if assistance from the Township's fire department is necessary. Although the fire department will respond to all calls for service, the Township finds that the use of fire personnel for non-emergency responses interferes with the provision of emergency response and routine necessary public services. This Division is intended to recover costs from people receiving direct benefit from such non-emergency services.

**Section 14-131 Definitions.**

The following words or phrases are defined as stated herein:

**Elder Care Facility** means an establishment licensed by the state of Michigan consisting of a building or group of buildings designed or used in whole or in part to provide for the housing and care of senior citizens. Elder care facilities include but are not limited to assisted living facilities, convalescent or skilled nursing facilities, elder congregate care facilities, independent living facilities, retirement community continuing care facilities and any other residential setting that provide assisted-living services for remuneration to three or more people who reside in such residential setting. Elder care facilities do not include a home or, an apartment where less than three individuals are cared for by family members or a caregiver agency.

**Excessive Requests for non-emergency responses** means five (5) or more requests for non-emergency responses made by the same elder care facility or five (5) or more false alarms generated from personal alarm devices worn by a resident within the same elder care facility within a calendar year.

**False Alarm** means any automated or manual personal alarms device that requests or summons emergency assistance whether such device is activated intentionally or otherwise, in the absence of an actual need for emergency assistance. The determination that there was no actual need for emergency assistance shall be made by Fire Department personnel responding to the call. A false alarm shall not be deemed to have occurred if: (i) it was caused by an act of God, i.e. a lightning storm; or (ii) it originates from a motor vehicle or building alarm system.

**Lift Assistance** means a response by the Township's Fire Department to assist in physically moving a person residing in an elder care facility who does not require emergency medical treatment or transportation.

**Non-emergency** means a response by the Township's Fire Department or emergency responders to a 9-1-1 or non-emergency call for personal physical assistance that does not require professional medical attention on an emergency basis, in the sole judgment of Fire Department personnel responding to the call. This includes but is not limited to calls for lift assistance, transportation to a medical facility or care center for non-emergency medical treatment, false alarm or other health care calls more appropriately addressed to a nurse, personal care attendant, or elder care facility employee.

**Personal alarm device** means a small apparatus worn by a resident of an elder care facility that is monitored by a third-party entity to detect falls and medical problems with a resident.

Possible Introduction of Ordinance 2026-001; Non-Emergency Cost Recovery Ordinance Amendment Continued.

**Responsible party** means the legal entity that owns an elder care facility where the request for fire personnel to provide non-emergency assistance was placed.

**Sec. 14-134 Liability for expenses**

A responsible party shall be liable and responsible to the Township for expenses of excessive requests for non-emergency response. If there is more than one(1) responsible party those parties shall be jointly and severally liable. The liability of the responsible party with an ownership interest in real property that benefited from the Township providing non-emergency response, shall be secured by a lien on that real property, enforceable as provided in Section 14-137.

**Sec. 14-135 Schedule of Charges for expenses of non-emergency responses**

The Township Board of Trustees shall by resolution adopt a schedule of the charges for the wages of personnel, hourly equipment and vehicle use, expendable items at replacement costs, hourly administrative and supervisory expenses and legal fees, which shall be applied pro-rata, in the calculation of the expense of a non-emergency response.

**Sec. 14-136 Invoice determination, Demand for payment**

The fire department EMS Coordinator shall keep a record of all non-emergency calls from elder care facilities. The Fire Chief will be advised when an elder care facility has reached the level of excessive requests for non-emergency responses. Elder care facilities shall be invoiced and responsible for paying the costs of non-emergency responses as follows:

- (a) Once the expenses of a non-emergency response have been determined, the Fire Chief or his/her designee shall submit an itemized invoice for such expenses by first class mail or personal service to the responsible party. The correspondence to the responsible party shall require payment within thirty (30) days of the date of the invoice and include an appeal procedure established in this Division.
- (b) A resident of an elder care facility who received a non-emergency response shall not be billed and shall not be responsible for the expenses of the non-emergency response.
- (c) Interest shall accrue and be payable for all expenses of a non-emergency response that are not paid timely, at the rate of five (5%) percent, compounded annually.
- (d) If a responsible party submits a written appeal within the period specified in Section 14-138, delinquency penalties shall be tolled and waived during the appeal.

**Sec 14-137 Failure to Pay**

The Treasurer's Office shall send the party responsible a delinquency notice in the event that payment is not received by the Township within thirty (30) days from the date of the invoice. The notice shall indicate that the unpaid charges may create a lien on the property receiving the benefit of the excessive non-emergency response. The Township may commence a suit to recover the unpaid amount due and shall be entitled to have all court costs and attorney fees associated with the suit included in the judgment. If the invoice remains unpaid after sixty (60) days (excluding a tolling period for an appeal), the amount of the invoice may be placed by the Township as a lien against the real property of the elder care facility to secure payment. Such lien shall be subject to the same penalties, interest, and collection procedures that are applicable to delinquent taxes as provided in Section 1-014.

Possible Introduction of Ordinance 2026-001; Non-Emergency Cost Recovery Ordinance Amendment Continued.

**Sec 14-138 Waivers and Appeals**

If the Fire Chief, or his/her designee, determines that the Township's assessment of a fee was in error or there were other mitigating facts that the Township did not possess at the time that the fee was assessed, the Fire Chief, or their designee, may waive imposition of the fee. A responsible party subject to a fee under this division may submit an appeal to the Fire Chief at the address listed on the notice or invoice for submission of appeals. The following provisions shall apply to all appeals:

- a) The appeal must be submitted in writing and submitted within twenty (20) days after the date of the first notice or invoice for the fee.
- b) The appeal must include the appellant's reasoning as to why the fee should be reconsidered.
- c) Appeals arguing cost or the policy underlying this division shall not constitute sufficient reasons to warrant reversal of the fee.
- d) Appeals are limited to:
  1. Whether information obtained by the Township was inaccurate or incomplete and if accurate and complete information been obtained, a different determination would have been made; or
  2. Whether the fee assessed to the facility should have been reduced by amounts paid to the Township for the response from other sources, if payments from other sources resulted in the Township receiving revenue that exceeded its actual costs as calculated pursuant to the criteria set forth in this chapter.
- e) The Fire Chief or designee will review all information provided with the appeal and issue a decision in writing to the appellant within sixty (60) days.
- f) Unless an appeal is timely submitted in accordance with this section, any fee assessed under this division shall be final.

**Sec. 14-139 Corrective Action Plan**

An elder care facility receiving two (2) or more invoices for excessive non-emergency responses in any given year, shall be required to provide the Fire Department with a corrective action plan on how they will prevent future requests for excessive non-emergency responses.

**Section 2 of Ordinance**

Should any section, subdivision, sentence, clause or phrase of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

**Section 3 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 26, 2026.

Possible Introduction of Ordinance 2026-001; Non-Emergency Cost Recovery Ordinance Amendment Continued.

CHARTER TOWNSHIP OF WATERFORD

\_\_\_\_\_  
Date

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

Jeffrey Polkowski, and Fire Chief Nye addressed the Board of Trustees, and answered their questions, and a lengthy discussion followed.

Moved by Gilbert,  
Seconded by Hauswirth, RESOLVED, to introduce Ordinance 2026-001; Non-Emergency Cost Recovery Ordinance Amendment; furthermore, to place on the January 26, 2026, regular board agenda for possible adoption. A roll call vote was taken.

Motion carried unanimously.

**9.2 Possible Introduction of Zoning Ordinance 2026-Z-001; Rezoning 5761 Cooley Lake Rd From C-3, General Business and R-1E, Single-Family Attached Residential (split zoned) to C-3, General Business (entirely)**

The following memo was received by Jeffrey Polkowski, Director of Development Services.

At the August 26, 2025 Planning Commission meeting the applicant received a conditional approval to expand the existing commercial fueling establishment and build an addition onto the structure for a proposed carryout restaurant with drive-thru facilities. This approval was conditioned upon the applicant successfully splitting and rezoning the relevant portion of the subject property. The applicant is now seeking approval for the required rezoning. This rezoning application only relates to the portion of the property where the commercial fueling establishment and drive-thru restaurant are proposed.

**Planning Commission Recommendation and Findings**

The Planning Commission reviewed this proposed rezoning at the regularly scheduled meeting on November 25, 2025 and resolved unanimously to forward a favorable recommendation to the Township Board.

**Motions**

Based upon the Planning Commission's favorable recommendation at the November 25, 2025 regular meeting of the Planning Commission, should the Board want to consider adopting the requested rezoning, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 26, 2026 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 zoning amendment.

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

Possible Introduction of Zoning Ordinance 2026-Z-001; Rezoning 5761 Cooley Lake Rd From C-3, General Business and R-1E, Single-Family Attached Residential (split zoned) to C-3, General Business (entirely) Continued.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2026-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 parcels of property that are assigned tax parcel numbers #13-33-376-003, -016, and -017, legally described below, with current address of 5761 Cooley Lake Rd, is rezoned from C-3, General Business/R-1E, Single-Family Attached Residential to C-3, General 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 8th 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 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 26, 2026.

CHARTER TOWNSHIP OF WATERFORD

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Date

Kimberly Markee, Township Clerk

**LEGAL DESCRIPTION ATTACHMENT TO ORDINANCE 2026-Z-001**

Part of the Southwest 1/4, Town 3 North, Range 9 East, Section 33, being more particularly described as: Commencing at the Center of said Section 33; thence North 89 degrees 05 minutes 15 seconds West 824.69 feet; thence South 35 degrees 40 minutes 08 seconds West 73.09 feet; thence along a curve to the left, Radius 1432.90 feet, chord bearing, South 39 degrees 07 minutes 54 seconds West 100.09 feet, a distance of 100.12 feet; thence South 00 degrees 39 minutes 37 seconds West 63.52 feet; thence

South 55 degrees 49 minutes 40 seconds West 115.03 feet to the Point of Beginning; thence South 01 degrees 31 minutes 00 seconds West 432.20 feet; thence North 89 degrees 20 minutes 47 seconds West 261.38 feet; thence North 00 degrees 47 minutes 00 seconds East 214.74 feet; thence North 57 degrees 25 minutes 00 seconds East 237.89 feet; thence North 01 degrees 31 minutes 00 seconds East 39.85 feet; thence North 55 degrees 49 minutes 40 seconds East 82.62 feet to the Point of Beginning. Containing 1.89 acres more or less. Subject to rights-of-way restriction, easements, and agreements of record, if any.

Possible Introduction of Zoning Ordinance 2026-Z-001; Rezoning 5761 Cooley Lake Rd From C-3, General Business and R-1E, Single-Family Attached Residential (split zoned) to C-3, General Business (entirely) Continued.

Moved by Hauswirth,  
Seconded by Gilbert, RESOLVED, to introduce Zoning Ordinance 2026-Z-001; Rezoning 5761 Cooley Lake Rd From C-3, General Business and R-1E, Single-Family Attached Residential (split zoned) to C-3, General Business (entirely); furthermore, to place on the January 26, 2026, regular board agenda for possible adoption. A roll call vote was taken.

Motion carried unanimously.

9.3 **Possible Introduction of Zoning Ordinance 2026-Z-002; Rezoning 6205/6215 Highland Rd from HT-2, High Tech Industrial & Office to C-3, General Business**

The following memo was received by Jeffrey Polkowski, Director of Development Services.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CHARTER TOWNSHIP OF WATERFORD  
ORDINANCE NO. 2026-Z-002

**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 13-20-276-064, legally described below, with current addresses of 6205 & 6215 Highland Rd, is rezoned from HT-2, High Tech Industrial & Office to C-3, General 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 8th 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 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 26, 2026.

Possible Introduction of Zoning Ordinance 2026-Z-002; Rezoning 6205/6215 Highland Rd from HT-2, High Tech Industrial & Office to C-3, General Business Continued.

CHARTER TOWNSHIP OF WATERFORD

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Date

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Kimberly Markee, Township Clerk

**LEGAL DESCRIPTION ATTACHMENT TO ORDINANCE 2026-Z-002**  
**T3N, R9E, SEC 20 SUPERVISOR'S PLAT NO 32 N 400 FT OF W 150 FT OF LOT 23 4/15/85**  
**FR 057 & 059**

Moved by Markee,  
Seconded by Wall, RESOLVED, to introduce Zoning Ordinance 2026-Z-002; Rezoning 6205/6215 Highland Rd from HT-2, High Tech Industrial & Office to C-3, General Business; furthermore, to place on the January 26, 2026, regular board agenda for possible adoption. A roll call vote was taken.

Motion carried unanimously.

**10. New Business**

**10.1 Appointment of Nikki Tippet to Administrative Coordinator - Supervisor/HR Dept.**

The following memo was received by Mark Simlar, Human Resources Director/Risk Manager, and Supervisor Bartolotta.

During the 2026 Budget hearings the Board approved the position of Administrative Coordinator to be shared with the Supervisor's Office and Human Resources.

Supervisor Bartolotta, Deputy Supervisor Shelly Schloss, Arlene Ward and I interviewed Nikki Tippett for the position.

Nikki's qualifications, as outlined in her attached resume, demonstrate an exceptional level of motivation and commitment to the community. Her diverse background in social media, public relations and strong communications skills will have a positive impact on the Township.

It is my recommendation that the Board approved the appointment of Nikki Tippett to the Administrative & Management position of Administrative Coordinator in the Supervisor's/Human Resources Department.

This position is a Grade 3, Step 5 \$64,542/yr.

Please let me know if you have any questions.

Moved by Markee,  
Seconded by Hauswirth, RESOLVED, to approve the appointment of Nikki Tippett to the Administrative & Management position of Administrative Coordinator in the Supervisor's/Human Resources Department. A roll call vote was taken.

Motion carried unanimously.

The Board of Trustees congratulated Nikki Tippett and welcomed her to the Township.

## 10.2 Approval of Flock-Safety OS-Plus – 3 Year Agreement

The following memo was received by Police Chief Underwood.

Our partnership with Flock-Safety started in January of 2022 with the initial deployment of 8 License Plate Reader (LPR) cameras. We currently deploy 12 LPR cameras strategically located at key roadways and intersections for public safety and evidence collection, and expect to increase that number to 16 in 2026. We expect our Drone-First Responder (DFR) program to launch in the first quarter of 2026 as well.

We have had positive results using Flock-Safety technology to investigate and solve a variety of crimes. We see high utilization within our department by Officers, Detectives, and Dispatchers.

Our LPR technology is single-stream evidence collection, limited to select areas such as known criminal routes and high traffic roadways. LPR and other technologies has proven to increase the effectiveness of law enforcement agencies.

The effectiveness of our Flock partnership has been firmly established. Each new tool exponentially increases our value in the fight against local and transient criminal elements.

### **Crime Trends Demand Urgent Solutions**

Michigan continues to experience rising vehicle theft, violence and property crimes, while national trends have returned to pre-Covid rates over the last five years.

### **Public Safety Drives Economic Growth**

Communities that prioritize public safety are more attractive to families and businesses, supporting long-term economic development and community well-being

### **The Regional Safety Landscape is Shifting**

As neighboring agencies adopt advanced safety technologies, crime can shift to less protected areas. Proactive investment in public safety is essential to stay ahead of these trends.

To that end, our next step is to add Flock OS-Plus to our existing technology. Flock OS-Plus provides video integration, map attachments, customizable and scalable from individual user-based operations.

**Increasing our partnership with Flock-Safety ensures we remain part of a network of aligned cities (Townships) and law enforcement agencies, creating a united front that strengthens public safety, not one that falls behind.**

#### Waterford Police – Existing Deployment

12 LPR Cameras  
3 DFR Drones (pending)

#### Projected Deployment Plan

##### **Detect**

- 16 LPR (+4)
- 10 Community Gateway, 16 streams each (+160)
- Flock OS-Plus

##### **Investigate AI**

- Enhanced LPR
- FreeForm Search

Approval of Flock-Safety OS-Plus – 3 Year Agreement Continued.**Respond**

- Flock Aerodome DFR | 3 *Drones + 3 Docks + Radar to fly at 400ft*
- Flock 911

**Strategy**

To cement Waterford Township as a “Safe City” (Township) for years to come with;

- Increased Situational Awareness
- Expanded Directional Intelligence
- Increased Apprehension

We have negotiated a 3-year agreement for Flock to provide the Flock OS-Plus platform at a cost of \$20,000.00 per year, including all product, services, and features. Flock OS-Plus allows for seamless integration of our existing Flock Safety technology as well as our other existing platforms such as AXON body worn and mobile video, CAD data, campus security video, and WSD video, to name a few.

This cost represents an overall negotiated discount of \$27,500.00. Funds for this expenditure are available in the Police Department's restricted-use federal drug forfeiture account. This is a permissible use of those funds as outlined in the Department of Justice Equitable Sharing Guidelines.

We respectfully request this honorable body approve this 3-year agreement, total cost of \$60,000.00, based on facts and information set forth above. As always, please do not hesitate to contact me if you have any questions.

Lt. Scott Good addressed the Board of Trustees, and a lengthy discussion followed.

Moved by Harris,

Seconded by , RESOLVED, to postpone the Flock Safety OS Plus – 3 year agreement and request that Police Chief Underwood make a presentation at the January 26, 2026, Work Session meeting and to hold the meeting in the Town Hall Auditorium.

The motion was not seconded.

Moved by Markee,

Seconded by Gilbert, RESOLVED, to postpone the approval of Flock Safety OS Plus – 3 year agreement to the January 26, 2026, regular meeting; which at that time Police Chief Underwood will make a presentation regarding Flock Safety; furthermore, the Board of Trustees will have the opportunity to vote on the Flock Safety OS Plus – 3 year agreement. A roll call vote was taken.

Motion carried unanimously.

**10.3 Resolution Approving Waterford Youth Assistance New Board of Directors Member & Election Results**

The Waterford Youth Assistance Resolution was presented.

**CHARTER TOWNSHIP OF WATERFORD  
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION**

**APPROVING WATERFORD YOUTH ASSISTANCE  
NEW BOARD OF DIRECTORS MEMBER AND ELECTION RESULTS**

WHEREAS, the Waterford Youth Assistance program in the Charter Township of Waterford is augmented by contributions from the Charter Township of Waterford, the Waterford School District and Oakland County Probate Court/Circuit Court – Family Division, which permits operation of an office with casework staff and other support

WHEREAS, the efforts of numerous citizen volunteers provide significant service to the youth of the Charter Township of Waterford and Waterford School District in projects promoting the prevention of juvenile delinquency, child neglect and child abuse.

WHEREAS, Megan McCoy and Mark Monohon (Waterford residents) have volunteered as members of the Waterford Youth Assistance, Board of Directors, and as members were nominated to the Executive Board for the positions of President and Treasurer respectively.

WHEREAS, at a Waterford Youth Assistance regular scheduled Board of Directors meeting in June 2025, Ms. Megan McCoy was (re)elected to the position of President, and Mr. Mark Monohon was elected to the position of Treasurer by unanimous consent.

NOW, THEREFORE, BE IT RESOLVED, that the Waterford Township Board of Trustees hereby approves and supports the Waterford Youth Assistance Board of Directors election of Megan McCoy and Mark Monohon to the Executive Board positions of President and Treasurer respectively and to a term of 2 years which expires in June 2027.

**CERTIFICATION**

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on January 12, 2026.

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Date

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Kimberly Markee, Township Clerk  
Charter Township of Waterford

Moved by Markee,  
Seconded by Harris, RESOLVED, to approve the Waterford Youth Assistance New Board of Directors Member and Election Results, Electing Megan McCoy for President and Mark Monohon for Treasurer. A roll call vote was taken.

Motion carried unanimously.

**10.4 2026 North Oakland Household Hazardous Waste Consortium (NO HAZ) Program Interlocal Agreement and Resolution**

The following memo was received by Stacy St. James, Environmental and Housing Rehab 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 with 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 2026, our estimated obligation is \$63,364.58. As in previous years, it is being proposed to have the program costs funded through the following accounts:

59044-84500 - DPW Professional Services (\$31,682.29)  
17470-96410 - Environmental Projects (\$31,682.29)

**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.

2026 North Oakland Household Hazardous Waste Consortium (NO HAZ) Program Interlocal Agreement and Resolution Continued.

*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 2026, 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 2026.

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 12<sup>th</sup>, 2026.

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Kimberly Markee, Township Clerk  
The Charter Township of Waterford

Moved by Markee,  
Seconded by Hauswirth, RESOLVED, to approve the 2026 North Oakland Household Hazardous Waste Consortium Resolution Interlocal Agreement Resolution as presented with a cost of \$63,364.58, and the program will be funded through the accounts 59044-84500 - DPW Professional Services (\$31,682.29), and 17470-96410 - Environmental Projects (\$31,682.29). A roll call vote was taken. A copy of the agreement is attached to these minutes.

Motion carried unanimously.

**10.5 Amendment to Procedure to Consider Township's Participation in a Road Commission Special Assessment District**

The following memo was presented by Supervisor Bartolotta.

I respectfully request the Township Boards approval of the attached resolution to amend the procedure for consideration of participation in a Road Commission Special Assessment District.

Originally adopted on April 25, 2022, the procedure included up to 10% contribution by the Township as an assessment at large toward repaving of subdivision roads through the RCOC special assessment process. At the December 2025 Board of Trustees Work Session, we discussed increasing the contribution to 20% to utilize the remaining funding available in the American Rescue Plan Act funding designated for this purpose.

Recommended motion: Motion to approve the resolution to amend the Township's procedure to consider participation in a Road Commission Special Assessment District increasing the maximum assessment at large that may be levied against the Township under Act 246 to an amount not to exceed 20% of the final cost of the project.

Thank you for your consideration.

Amendment to Procedure to Consider Township's Participation in a Road Commission Special Assessment District Continued.

**CHARTER TOWNSHIP OF WATERFORD  
RESOLUTION REVISING THE PROCEDURE TO CONSIDER POTENTIAL PARTICIPATION IN  
A ROAD COMMISSION SPECIAL ASSESSMENT DISTRICT**

**WHEREAS**, under Public Act 51 of 1951, townships do not have ownership or responsibility for roads. The majority of roads in Waterford Township are under the control of the Road Commission for Oakland County ("RCOC"), which receives a percentage of fuel tax and registration fees collected by the State of Michigan to maintain and improve roads, however, the allocation is insufficient to maintain and improve roads, especially subdivision roads.

**WHEREAS**, Public Act No 246 of 1931, MCL 41.271 et. seq. ("Act 246") as amended provides a procedure for improving county roads that may be initiated by property owner petitions representing more than 51% of lineal frontage on each road proposed for improvement. If all of the statutory requirements are met, and the RCOC deems the proposed improvements are necessary, they will make specifications and costs estimates and may ultimately create a special improvement district ("SAD") to fund the project.

**WHEREAS**, Act 246 provides a method for assessing a percentage of the total cost of a road improvement project on a township that agrees to participate in an SAD. Under this act, a township may voluntarily agree to receive an assessment at large for a maximum of 25% of the total cost of the improvement where a road commission has determined that the proposed improvement is necessary for the benefit of the public and for public welfare and convenience.

**WHEREAS**, in recognition of the benefit received by the public when subdivision roads are improved such as safer traveling conditions for the public, and for police, fire, and EMS, the Township Board has dedicated limited funding for, and wishes to revise their established process for considering requests from property owners to participate in an SAD to help lower the cost to the property owners in an SAD. The steps required by Waterford Township to consider contributing to a road improvement project by the RCOC are provided for in Exhibit A, SAD Participation Process.

**NOW, THEREFORE, BE IT RESOLVED**, that the Waterford Township Board of Trustees adopts the attached SAD Participation Process for consideration of requests to participate in an SAD for road improvements.

**IT IS FURTHER RESOLVED**, that if the Waterford Township Board of Trustees agrees to allow the RCOC to place an assessment at large on Waterford Township for a specific improvement project, the amount may not exceed 20% of the final cost of the project as determined by the RCOC.

**IT IS FURTHER RESOLVED** that the Township Clerk is directed to provide a copy of this Resolution to the RCOC.

**CERTIFICATION**

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on January 12, 2026.

Amendment to Procedure to Consider Township's Participation in a Road Commission Special Assessment District Continued.

Charter Township of Waterford

---

Date

Kimberly Markee, Township Clerk

**Exhibit A**

Consideration of Participation by Waterford Township in a Road Commission for Oakland County improvement project under Public Act 246 of 1931.

1. Waterford Township property owners with linear footage along a road proposed for improvement submit signatures of interest to the RCOC to initiate RCOC consideration of a road improvement project.
2. The RCOC provides preliminary construction plans and costs estimates.
3. Representative(s) of the property owners submits a written request, with the RCOC cost estimates, to the Township Supervisor or designee requesting that the Board of Trustees consider allowing an assessment at large against the Township to contribute to the cost of the SAD.
4. Supervisor or designee provides the request to the Budget Director or designee to determine whether there are sufficient funds in the budget to contribute up to 10% of the estimated project costs.
5. If the Budget Director or designee provides confirmation to the Supervisor or designee that sufficient funds are budgeted to allow a Township contribution of up to 20% of the estimated project costs, the Supervisor or designee places the request on an upcoming Board meeting Agenda. If sufficient funds are not available, Supervisor or designee shall provide written notice of this to the person (s) who submitted a written request for Township participation.
6. The Board of Trustees will consider the request for contribution to the proposed project when it appears on a Board Agenda. If the Board of Trustees adopts a Resolution of Funding Support for the proposed RCOC project, the Clerk will send a copy of the Resolution to the RCOC and to the representative of the property owners, and Supervisor or designee will direct the Budget Director or designee to encumber the funds.
7. If sufficient petition signatures are received by the RCOC, and the RCOC Board votes to proceed with the project, a Resolution will be adopted by the Board of Trustees indicating the exact amount the Township will contribute to the project. If the RCOC does not proceed with the project, there is no obligation for the Township to provide funding.

The Board of Trustee held discussion.

Moved by Gilbert,  
Seconded by Markee, RESOLVED, to Amend the Resolution to Amend the Procedure to Consider Participation in the Road Commission Special Assessment District increasing the maximum assessment at large that may be levied against the Township under the Public Act 246 to an amount not to exceed 25% of the final cost of the project. A roll call vote was taken.

Yea: Bartolotta, Markee, Thomas, Hauswirth, Gilbert, and Wall  
Nay: Harris  
Motion carried.

Moved by Harris, to amend the resolution on the floor, and to add the following language.

Amendment to Procedure to Consider Township's Participation in a Road Commission Special Assessment District Continued.

**WHEREAS**, Waterford Township Neighborhood Roads are in Poor condition and need an ongoing established Repaving Program set up and ran by Waterford Township to assist our residents in creating Voluntary SAD districts to repave their roads utilizing PA 246 OR PA 188 through the established policies and petitions set forth in this resolution.

**WHEREAS**, RCOC Road Commission for Oakland County has determined that over 94% of the neighborhood roads in Waterford are in poor condition. Waterford Township although not owners of the neighborhood roads will work in cooperation with RCOC to assist Waterford TWP residents in getting their roads repaved or replaced with one of the two options of PA 246 or PA 188. Waterford will be the bank for a limited adjustable amount of funding to be determined annually at the budget meeting for the following year. The budget for 2026 will be in the range of minimum funding of \$1,400,054.42 up to a maximum of \$10,000,000.00. funds to be taken from ARPA funds and the General unassigned funds. An additional limitation will be a certain number of applications to be considered annually as human resources can process. Applications must have gone through the petition process successfully to be considered for funding in the coming calendar year.

**WHEREAS**, Waterford Township Will create a specific fund, to loan the funds to the residents that follow the established policy- program successfully. Funds will be provided for the actual construction costs and added to the property tax with a 10 year assessment for Repayment with added Administrative fees and Interest.

**WHEREAS**, The funds needed to be paid for the initial Engineering fees with estimates for the actual construction in advance may be paid by a township pilot grant program or the residents of the potential SAD district. Funds will be reimbursed upon successful petition completion and start of the SAD district. The policy will provide for the process and the township may incorporate this process into the permanent program or may cancel this portion of the program funding at any time with the balance of the program to remain in effect until future board and supervisors determine to end the program in full or continue to keep this needed Repaving program in place into the future.

**WHEREAS**, The initial funding will come from The ARPA Funds American Rescue Plan Act that are in the General Fund, which will be transferred to a designated fund for Road Repaving in the amount of \$1,400,054.34 per this resolution. Additional funds may be added to this fund at the discretion of the Waterford Board of Trustees and the Supervisor from unassigned general Fund accounts as available.

**WHEREAS**, Waterford Township is establishing a Repaving program and designating Human Resources to accomplish a successful repaving program so that our Road safety and community property values will increase, and so that our community will continue to be an attractive destination for future residents to move into our community. Additionally, we are establishing this program to ensure a good quality of life, and a safe community environment with good neighborhood roads for our residents.”

The motion was not seconded.

Clerk Markee stated that more research needs to be done before we enact PA 188. Trustee Harris stated that he would have preferred the 20% vs. the 25%.

Moved by Markee,  
Seconded by Gilbert, RESOLVED, to approve the Amended Resolution revising the procedure to consider potential participation in a road commission special assessment district with the amount not to exceed 25%. A roll call vote was taken.

Yea: Bartolotta, Markee, Thomas, Hauswirth, Gilbert, and Wall

Nay: Harris

Motion carried.

**10.6 2026 Resolution to Adopt Application and Policy for Poverty Exemption**

The following memo was presented by Paula Moore, Chief Assessor.

Attached you will find the information for your approval for the 2026 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 175% 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%, 75%, 50% or 25% reduction in the Taxable Value.

The Resolution and the Guidelines show the exact income levels relating to the reduction in Taxable Value for those that qualify. Also included is the asset test. These are very clear and if someone does not qualify there isn't a reason to appeal unless they erred in providing the correct information to the Board or Review.

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 2026 tax year.

**RESOLUTION TO ADOPT POVERTY EXEMPTION  
POLICY AND GUIDELINES FOR 2026**

**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 175% of the Federal Poverty Guidelines as follows:

2026 Resolution to Adopt Application and Policy for Poverty Exemption Continued.***For 100% Poverty Exemption:***

<b><u>Size of Family Unit</u></b>	<b><u>2026 Poverty Income Guidelines**</u></b>
1	\$15,650
2	\$21,150
3	\$26,650
4	\$32,150
5	\$37,650
6	\$43,150
7	\$48,650
8	\$54,150
Each additional person	Add \$5,500/person

***For 75% Poverty Exemption:***

<b><u>Size of Family Unit</u></b>	<b><u>2026 Poverty Income Guidelines**</u></b>
1	\$19,563
2	\$26,438
3	\$33,313
4	\$40,188
5	\$47,063
6	\$53,938
7	\$60,813
8	\$67,688
Each additional person	Add \$6,875/person

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

<b><u>Size of Family Unit</u></b>	<b><u>2026 Poverty Income Guidelines**</u></b>
1	\$23,475
2	\$31,725
3	\$39,975
4	\$48,225
5	\$56,475
6	\$64,725
7	\$72,975
8	\$81,225
Each additional person	Add \$8,250/person

2026 Resolution to Adopt Application and Policy for Poverty Exemption Continued.**For 25% Poverty Exemption:**

<b>Size of Family Unit</b>	<b>2026 Poverty Income Guidelines**</b>
1	\$27,388
2	\$37,013
3	\$46,638
4	\$56,263
5	\$65,888
6	\$75,513
7	\$85,138
8	\$94,763
Each additional person	Add \$9,625/person

**Asset Test:** To be eligible for a poverty exemption for 2026, 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 12, 2026.

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Date

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Kimberly Markee, Township Clerk

**RESOLUTION TO ADOPT POVERTY EXEMPTION  
POLICY AND GUIDELINES FOR 2026**

**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.

2026 Resolution to Adopt Application and Policy for Poverty Exemption Continued.

**Income:** The income guidelines shall be no more than 175% of the Federal Poverty Guidelines as follows:

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

<b>Size of Family Unit</b>	<b>2026 Poverty Income Guidelines**</b>
1	\$15,650
2	\$21,150
3	\$26,650
4	\$32,150
5	\$37,650
6	\$43,150
7	\$48,650
8	\$54,150
Each additional person	Add \$5,500/person

***For 75% Poverty Exemption:***

<b>Size of Family Unit</b>	<b>2026 Poverty Income Guidelines**</b>
1	\$19,563
2	\$26,438
3	\$33,313
4	\$40,188
5	\$47,063
6	\$53,938
7	\$60,813
8	\$67,688
Each additional person	Add \$6,875/person

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

<b>Size of Family Unit</b>	<b>2026 Poverty Income Guidelines**</b>
1	\$23,475
2	\$31,725
3	\$39,975
4	\$48,225
5	\$56,475
6	\$64,725
7	\$72,975
8	\$81,225
Each additional person	Add \$8,250/person

2026 Resolution to Adopt Application and Policy for Poverty Exemption Continued.***For 25% Poverty Exemption:***

<u>Size of Family Unit</u>	<u>2026 Poverty Income Guidelines**</u>
1	\$27,388
2	\$37,013
3	\$46,638
4	\$56,263
5	\$65,888
6	\$75,513
7	\$85,138
8	\$94,763
Each additional person	Add \$9,625/person

**Asset Test:** To be eligible for a poverty exemption for 2026, 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.

**CERTIFICATION**

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 12, 2026.

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Date

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Kimberly Markee  
Waterford Township Clerk

Paula Moore addressed the Board of Trustees.

Moved by Markee,  
Seconded by Hauswirth, RESOLVED, to approve 2026 Resolution to Adopt Poverty Exemption Policy and Guidelines. A roll call vote was taken.

Motion carried unanimously.

**10.7 Public Comment is limited to three (3) minutes per person.**

Eric Domey, 2875 Newberry; Requested a clarification on the Flock Safety Presentation.

Dillon Frost, Goodrich; spoke against the Flock Safety Agreement.

Lila Ball, 62 Edgelake Ct.; spoke in favor of a single waste hauler, and discussed an emergency on the lake, and commended the Police Department and Fire Department. The staff at Leggett Center is wonderful, and commended the Board for voting on the Community Center.

Drew Marcheski, 2723 Driftwood; thanked the Board for waiting to vote on the Flock Safety and discussed the light at the traffic light at Dixie and Hatchery, after a train goes through.

Don Mills, 2605 Benedict; spoke against Flock Safety.

Grant Smith, the Elks, Waterford Youth Assistance, and the Optimists' He encouraged people to volunteer to help with Waterford Youth Assistance, and the Community Coalition. Why just volunteer at Christmas time? The groups can use help all throughout the year.

The Optimist Club Careless Raffle will be held on April 17, 2026.

The Elks had a District Hoop Shoot in Royal Oak and we had students come in 3<sup>rd</sup> and 4<sup>th</sup> place.

**11. Adjournment**

Moved by Markee,  
Seconded by Wall, RESOLVED, to adjourn the meeting at 7:43 p.m. A roll call vote was taken.

Motion carried unanimously.

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Kimberly Markee, Clerk

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Anthony Bartolotta, Supervisor

01/07/2026 12:56 |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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2968613	01/12/2026	PRINTED	021380 BILLS PLBG & SEWER SERV I	491.80			
2968614	01/12/2026	PRINTED	023883 BUSINESS INFORMATION SYST	500.00			
2968615	01/12/2026	PRINTED	041192 CDW GOVERNMENT INC	11.00			
2968616	01/12/2026	PRINTED	043376 CINTAS CORP	466.80			
2968617	01/12/2026	PRINTED	053389 LUNGHAMER GMC INC	71.58			
2968618	01/12/2026	PRINTED	073825 JACK SUTHERLAND	150.00			
2968619	01/12/2026	PRINTED	073984 KYLE SINACOLA	175.00			
2968620	01/12/2026	PRINTED	073996 JENNIFER MAMOLA	150.00			
2968621	01/12/2026	PRINTED	075033 JESSICA KOLB	150.00			
2968622	01/12/2026	PRINTED	075040 ANGELA IAFRATE-TUPA	175.00			
2968623	01/12/2026	PRINTED	075041 NAKIA VICKERY	175.00			
2968624	01/12/2026	PRINTED	075042 DEVIN POLLOCK	175.00			
2968625	01/12/2026	PRINTED	075043 BRANDON MOSS	175.00			
2968626	01/12/2026	PRINTED	083444 FIRST DUE	12,600.00			
2968627	01/12/2026	PRINTED	083452 LITHIA MOTORS	103.20			
2968628	01/12/2026	PRINTED	093608 GOYETTE MECHANICAL CO, IN	2,411.00			
2968629	01/12/2026	PRINTED	123042 KEVIN JANULIS	1,200.00			
2968630	01/12/2026	PRINTED	153601 LOCKSMITH AROUND THE CLOC	425.00			
2968631	01/12/2026	PRINTED	193280 OFFICE PRIDE BILLING SERV	7,234.00			
2968632	01/12/2026	PRINTED	204040 OAKLAND COUNTY TREASURER	5,085.00			
2968633	01/12/2026	PRINTED	204547 OAKLAND COUNTY CLERK ASSO	140.00			
2968634	01/12/2026	PRINTED	243608 ROCKET ENTERPRISE INC	2,275.00			
2968635	01/12/2026	PRINTED	261204 VECTOR SOLUTIONS	13,117.08			
2968636	01/12/2026	PRINTED	274551 ROWERDINK INC	323.64			

24 CHECKS	CASH ACCOUNT TOTAL	47,780.10	.00
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*Kim Market  
1/7/26*

# Advance Checks Mailed.

Dec 11-7 Jan 7

01/07/2026 13:44 | WATERFORD TOWNSHIP  
 ilieveois | 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
2968315	12/16/2025	PRINTED	011121 AC TIRE & SERV CTR	990.80			
2968316	12/16/2025	PRINTED	011130 ADCS LLC	400.00			
2968317	12/16/2025	PRINTED	011369 ROB ALLEMAN	123.20			
2968318	12/16/2025	PRINTED	011482 AMAZING ATHLETES	179.20			
2968319	12/16/2025	PRINTED	011484 ARAMARK REFRESHMENT SERVI	105.92			
2968320	12/16/2025	PRINTED	011485 BARNEY ARENDSEN	92.40			
2968321	12/16/2025	PRINTED	011487 CHARLIE ALLEN	30.80			
2968322	12/16/2025	PRINTED	011730 ARROW PRINTING	32.95			
2968323	12/16/2025	PRINTED	011834 CAROLYN AXFORD	25.20			
2968324	12/16/2025	PRINTED	020004 TERRY W BALL	36.40			
2968325	12/16/2025	PRINTED	020005 LINDSAY BARRETT	47.60			
2968326	12/16/2025	PRINTED	021002 BREENS LANDSCAPE & SUPPLY	500.00			
2968327	12/16/2025	PRINTED	021079 BAKER & TAYLOR BOOKS	146.97			
2968328	12/16/2025	PRINTED	021838 LESLIE BRADFORD	112.00			
2968329	12/16/2025	PRINTED	021839 JAMES BARRETT	275.86			
2968330	12/16/2025	PRINTED	021841 MICHAEL BENEDICT	36.40			
2968331	12/16/2025	PRINTED	021863 RICHARD BRUCE	37.80			
2968332	12/16/2025	PRINTED	023460 BLACKSTONE PUBLISHING	255.81			
2968333	12/16/2025	PRINTED	023602 BOUND TREE MEDICAL LLC	5,883.15			
2968334	12/16/2025	PRINTED	023869 CHARLES BRANDON	25.20			
2968335	12/16/2025	PRINTED	030248 MULTI DRYWALL & PARTITION	100.00			
2968336	12/16/2025	PRINTED	030572 BCM HOME IMPROVEMENT	100.00			
2968337	12/16/2025	PRINTED	030834 JEFFREY KAINDEL	100.00			
2968338	12/16/2025	PRINTED	032463 COST PLUS CONSTRUCTION LL	100.00			
2968339	12/16/2025	PRINTED	032805 MATTHEW THOMAS LEE	100.00			
2968340	12/16/2025	PRINTED	032860 MICHIGAN BASEMENTS	100.00			
2968341	12/16/2025	PRINTED	033117 TERESA BOYLAN	100.00			
2968342	12/16/2025	PRINTED	033190 ERIC DENNIS	100.00			
2968343	12/16/2025	PRINTED	033362 MARK GELSTEIN	100.00			
2968344	12/16/2025	PRINTED	033400 GMC REMODELING	100.00			
2968345	12/16/2025	PRINTED	033430 F MOCERI CONSTRUCTION SER	100.00			
2968346	12/16/2025	PRINTED	033470 LOON LAKE MARINA LLC	600.00			
2968347	12/16/2025	PRINTED	036618 MNC & ANC PROFESSIONAL SE	100.00			
2968348	12/16/2025	PRINTED	041006 CARRS MOTORCOACH LLC	1,100.00			
2968349	12/16/2025	PRINTED	041026 CSM MECHANICAL, LLC	2,587.50			
2968350	12/16/2025	PRINTED	041192 CDW GOVERNMENT INC	604.80			
2968351	12/16/2025	PRINTED	041459 GARY CLARK	33.60			
2968352	12/16/2025	PRINTED	041495 CMP DISTRIBUTORS INC	3,454.75			
2968353	12/16/2025	PRINTED	041591 ERIC COOPER	25.00			
2968354	12/16/2025	PRINTED	041845 CRIMSON MULTIMEDIA	135.32			
2968355	12/16/2025	PRINTED	043376 CINTAS CORP	1,676.02			
2968356	12/16/2025	PRINTED	043877 RAY CRUSE	37.80			
2968357	12/16/2025	PRINTED	044093 CONWAY SHIELD	9,378.31			
2968358	12/16/2025	PRINTED	051573 DEBBIE DOWNS	75.60			
2968359	12/16/2025	PRINTED	051832 PEGGY DUPUIS	102.20			
2968360	12/16/2025	PRINTED	053389 LUNGHAMER GMC INC	2,239.15			
2968361	12/16/2025	PRINTED	053592 STANLEY T DOBRY ARBITRAT	1,800.00			
2968362	12/16/2025	PRINTED	053731 MICHAEL DUFF	63.70			
2968363	12/16/2025	PRINTED	053963 INACOMP	320.00			
2968364	12/16/2025	PRINTED	061773 STEVE ERNAT	25.20			
2968365	12/16/2025	PRINTED	063181 MICHAEL J EBERLE	550.00			
2968366	12/16/2025	PRINTED	063738 JOHN ERWIN	432.00			

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2968367	12/16/2025	PRINTED	073684 ALISON SWANSON	16.72			
2968368	12/16/2025	PRINTED	075038 NATHAN ROBINSON	750.00			
2968369	12/16/2025	PRINTED	081088 JOEY GAUTHIER	25.20			
2968370	12/16/2025	PRINTED	081366 FLORENCE FRICK	18.20			
2968371	12/16/2025	PRINTED	081469 MICHAEL FITZGERALD	89.60			
2968372	12/16/2025	PRINTED	083407 TURNOUT MANAGEMENT	217.00			
2968373	12/16/2025	PRINTED	083452 LITHIA MOTORS	1,511.07			
2968374	12/16/2025	PRINTED	093025 CENGAGE LEARNING INC/GALE	326.25			
2968375	12/16/2025	PRINTED	093608 GOYETTE MECHANICAL CO, IN	7,230.74			
2968376	12/16/2025	PRINTED	093823 GREEN MEADOWS LAWNSCAPE,	19,033.00			
2968377	12/16/2025	PRINTED	093824 SHANE GRUBER	1,605.00			
2968378	12/16/2025	PRINTED	093842 RON GUISEPPE	120.00			
2968379	12/16/2025	PRINTED	093847 STEVE GUTH	480.00			
2968380	12/16/2025	PRINTED	100029 HYDRAFLO, INC	3,436.38			
2968381	12/16/2025	PRINTED	100047 SANDRA HELNER	49.00			
2968382	12/16/2025	PRINTED	100048 GRETCHEN HURLBERT	70.00			
2968383	12/16/2025	PRINTED	103641 HOME CONFINEMENT	1,000.00			
2968384	12/16/2025	PRINTED	103841 HUTCHINSONS ELECTRIC INC	630.91			
2968385	12/16/2025	PRINTED	111765 ISCG	57,568.00			
2968386	12/16/2025	PRINTED	113542 INGRAM LIBRARY SERVICES	875.68			
2968387	12/16/2025	PRINTED	121240 JETT PUMP & VALVE LLC	132,384.00			
2968388	12/16/2025	PRINTED	143403 PATRICIA KINNISON	82.60			
2968389	12/16/2025	PRINTED	143837 JASON KUCMIERZ	1,376.00			
2968390	12/16/2025	PRINTED	153068 OSCAR W LARSON CO	1,225.00			
2968391	12/16/2025	PRINTED	153109 LAKES AREA MARTIAL ARTS	391.97			
2968392	12/16/2025	PRINTED	153274 CAROLYN S LEONARD	120.00			
2968393	12/16/2025	PRINTED	153952 DAN LOMBARDO	33.60			
2968394	12/16/2025	PRINTED	153957 ROBERT LEE	25.20			
2968395	12/16/2025	PRINTED	161116 SHARON MCCOY	658.31			
2968396	12/16/2025	PRINTED	161135 MEGAN MCCOY	574.59			
2968397	12/16/2025	PRINTED	161140 MCNAB HARDWARE	29.96			
2968398	12/16/2025	PRINTED	161593 DANIEL MALLOY	182.00			
2968399	12/16/2025	PRINTED	163095 MAZZA AUTO PARTS INC	62.45			
2968400	12/16/2025	PRINTED	163371 MICHIGAN COURT SERV INC	2,131.00			
2968401	12/16/2025	PRINTED	183611 NOVA TESTING, LLC	69.00			
2968402	12/16/2025	PRINTED	183952 NYE UNIFORM COMPANY	418.50			
2968403	12/16/2025	PRINTED	193007 OAKLAND COMMUNITY COLLEGE	475.00			
2968404	12/16/2025	PRINTED	193280 OFFICE PRIDE BILLING SERV	9,656.30			
2968405	12/16/2025	PRINTED	193544 ONSITE SUBSTANCE ABUSE TE	112.00			
2968406	12/16/2025	PRINTED	193713 ORKIN, LLC	220.00			
2968407	12/16/2025	PRINTED	204040 OAKLAND COUNTY TREASURER	492.00			
2968408	12/16/2025	PRINTED	204321 OAKLAND COUNTY YOUTH ASSI	25.00			
2968409	12/16/2025	PRINTED	213059 BETSY PATTERSON	30.80			
2968410	12/16/2025	PRINTED	213288 PERSONNEL EVALUATION INC	100.00			
2968411	12/16/2025	PRINTED	213565 OCWRC	2,084.10			
2968412	12/16/2025	PRINTED	233854 ROB QUIGG	33.60			
2968413	12/16/2025	PRINTED	241008 RKA PETROLEUM COMPANIES,	1,030.73			
2968414	12/16/2025	PRINTED	241053 DAVID RAUP	101.50			
2968415	12/16/2025	PRINTED	241214 DAVID RODEGEB	42.00			
2968416	12/16/2025	PRINTED	241219 THE ROYAL DINER	1,040.00			
2968417	12/16/2025	PRINTED	241337 SUE RICE	18.20			
2968418	12/16/2025	PRINTED	243348 ROBINSON CAPITAL	2,916.67			

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2968419	12/16/2025	PRINTED	251006 SHRADER TIRE & OIL OF MIC	1,744.85			
2968420	12/16/2025	PRINTED	251514 SPRINGFIELD URGENT CARE P	7,480.76			
2968421	12/16/2025	PRINTED	251846 GREGORY STERNS	56.00			
2968422	12/16/2025	PRINTED	251964 RS TECHNICAL SERVICES INC	180.00			
2968423	12/16/2025	PRINTED	253188 JO SCHIRTZINGER	897.00			
2968424	12/16/2025	PRINTED	253260 BOB SHEWALTER	50.40			
2968425	12/16/2025	PRINTED	253452 SKYHAWKS SPORTS ACADEMY	2,054.50			
2968426	12/16/2025	PRINTED	253512 SMART START MICHIGAN	4,526.50			
2968427	12/16/2025	PRINTED	253533 SMART BUSINESS SOURCE	320.68			
2968428	12/16/2025	PRINTED	261106 T&M ASPHALT PAVING INC	43,850.00			
2968429	12/16/2025	PRINTED	261206 TERRY TAMM	120.00			
2968430	12/16/2025	PRINTED	261480 T-MOBILE USA	815.00			
2968431	12/16/2025	PRINTED	263842 PAUL TREMBLAY	89.60			
2968432	12/16/2025	PRINTED	273542 UNIQUE MGMT SERVICES INC	104.85			
2968433	12/16/2025	PRINTED	274551 ROWERDINK INC	589.53			
2968434	12/16/2025	PRINTED	283007 VANCES OUTDOORS, INC	3,999.00			
2968435	12/16/2025	PRINTED	283242 VERIZON WIRELESS	1,329.17			
2968436	12/16/2025	PRINTED	291314 PAUL WENDRICK	22.40			
2968437	12/16/2025	PRINTED	293206 WEINGARTZ	31,908.30			
2968438	12/16/2025	PRINTED	293355 WILBUR WHITE JR	2,670.00			
2968439	12/16/2025	PRINTED	293605 WORLDWIDE INTERPRETERS IN	1,870.80			
2968440	12/22/2025	PRINTED	011484 ARAMARK REFRESHMENT SERVI	104.88			
2968441	12/22/2025	PRINTED	011526 MARINER INSTITUTIONAL LLC	23,750.00			
2968442	12/22/2025	PRINTED	011790 AT&T	1,919.20			
2968443	12/22/2025	PRINTED	011790 AT&T	1,392.89			
2968444	12/22/2025	PRINTED	021380 BILLS PLBG & SEWER SERV I	168.00			
2968445	12/22/2025	PRINTED	023905 BRYX INC	5,000.00			
2968446	12/22/2025	PRINTED	030571 FOUNDATION SYSTEMS OF MI-	200.00			
2968447	12/22/2025	PRINTED	032011 C&L WARD BROS CO	200.00			
2968448	12/22/2025	PRINTED	032155 SMJ INTERNATIONAL	600.00			
2968449	12/22/2025	PRINTED	032165 BRENDAN JAMES MOLLOY	100.00			
2968450	12/22/2025	PRINTED	032785 BATH FOR ALL LLC	100.00			
2968451	12/22/2025	PRINTED	032860 MICHIGAN BASEMENTS	100.00			
2968452	12/22/2025	PRINTED	034047 ANYTIME RESTORATION SERVI	100.00			
2968453	12/22/2025	PRINTED	034260 EVERGREEN DECK BUILDERS	100.00			
2968454	12/22/2025	PRINTED	041026 CSM MECHANICAL, LLC	2,400.00			
2968455	12/22/2025	PRINTED	043364 AT&T MOBILITY	10,437.44			
2968456	12/22/2025	PRINTED	043364 AT&T MOBILITY	444.54			
2968457	12/22/2025	PRINTED	043364 AT&T MOBILITY	90.34			
2968458	12/22/2025	PRINTED	051007 DTE ENERGY	77,660.31			
2968459	12/22/2025	PRINTED	051445 DLZ MICHIGAN, INC	219.50			
2968460	12/22/2025	PRINTED	053712 STACY DROUILLARD	1,088.00			
2968461	12/22/2025	PRINTED	063021 EASTERN OIL CO	2,885.95			
2968462	12/22/2025	PRINTED	063368 EMS MANAGEMENT & CONSULTA	8,741.32			
2968463	12/22/2025	PRINTED	063546 ENABLE POINT INC	1,413.72			
2968464	12/22/2025	PRINTED	083580 TOP TIER AUTO WASH LLC	49.00			
2968465	12/22/2025	PRINTED	091086 GFL ENVIRONMENTAL	2,773.64			
2968466	12/22/2025	PRINTED	093833 GUARDIAN ENVIRONMENTAL SE	951.85			
2968467	12/22/2025	PRINTED	093840 LOOMIS FARGO & CO	1,421.15			
2968468	12/22/2025	PRINTED	103018 DERWOOD HAINES JR	864.00			
2968469	12/22/2025	PRINTED	111763 ZENA ISSHAK	1,513.50			
2968470	12/22/2025	PRINTED	113491 IMPRESSIVE PRINTING & PRO	138.00			

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2968471	12/22/2025	PRINTED	143707 KRONOS SAASHR, INC	942.81			
2968472	12/22/2025	PRINTED	153601 LOCKSMITH AROUND THE CLOC	175.00			
2968473	12/22/2025	PRINTED	153604 HAROLD J LOVE, PLLC	2,250.00			
2968474	12/22/2025	PRINTED	161086 MACQUEEN EMERGENCY GROUP	4,591.05			
2968475	12/22/2025	PRINTED	161700 MMRMA UNDERWRITING DEPT	565,879.50			
2968476	12/22/2025	PRINTED	163371 MICHIGAN COURT SERV INC	104.00			
2968477	12/22/2025	PRINTED	163858 TYLER BUSINESS FORMS	542.62			
2968478	12/22/2025	PRINTED	183868 NEUMANN SMITH ARCHITECTUR	110,470.96			
2968479	12/22/2025	PRINTED	183952 NYE UNIFORM COMPANY	638.64			
2968480	12/22/2025	PRINTED	193007 OAKLAND COMMUNITY COLLEGE	650.00			
2968481	12/22/2025	PRINTED	193074 21ST CENTURY MEDIA-MICHIG	543.96			
2968482	12/22/2025	PRINTED	193713 ORKIN, LLC	696.00			
2968483	12/22/2025	PRINTED	204507 OAKLAND COUNTY CIRCUIT CO	50.00			
2968484	12/22/2025	PRINTED	204910 OAKLAND CNTY TREASURERS O	13,341.22			
2968485	12/22/2025	PRINTED	211053 HIGHLAND PRODUCTS GROUP,	2,370.88			
2968486	12/22/2025	PRINTED	213366 PITNEY BOWES BANK INC RES	250.00			
2968487	12/22/2025	PRINTED	213454 NANCY PLASTERER	384.00			
2968488	12/22/2025	PRINTED	213457 PLANTE MORAN REALPOINT LL	26,700.00			
2968489	12/22/2025	PRINTED	220987 KATHY BELAEN	100.00			
2968490	12/22/2025	PRINTED	227525 BREEN'S LANDSCAPE & SUPPL	975.00			
2968491	12/22/2025	PRINTED	241008 RKA PETROLEUM COMPANIES,	8,791.26			
2968492	12/22/2025	PRINTED	243664 ROSE PEST SOLUTIONS	64.00			
2968493	12/22/2025	PRINTED	251006 SHRADER TIRE & OIL OF MIC	547.14			
2968494	12/22/2025	PRINTED	251234 SECREST WARDLE LYNCH HAMP	26,436.20			
2968495	12/22/2025	PRINTED	251514 SPRINGFIELD URGENT CARE P	453.76			
2968496	12/22/2025	PRINTED	251523 JENNIFER M SMITH PC	352.00			
2968497	12/22/2025	PRINTED	251836 STAMELL LAW PLLC	1,399.75			
2968498	12/22/2025	PRINTED	253294 SHKRELI LEGAL PLLC	1,856.00			
2968499	12/22/2025	PRINTED	253533 SMART BUSINESS SOURCE	1,632.49			
2968500	12/22/2025	PRINTED	253571 MARIE ANNE SOMA	384.00			
2968501	12/22/2025	PRINTED	254796 STONECO INC	840.24			
2968502	12/22/2025	PRINTED	254843 STAR EMS	755.63			
2968503	12/22/2025	PRINTED	254845 BRADLEY STOUT	384.00			
2968504	12/22/2025	PRINTED	254865 STATE CRUSHING INC	653.52			
2968505	12/22/2025	PRINTED	262002 36TH DISTRICT COURT	50.00			
2968506	12/22/2025	PRINTED	263035 JOHN TAYLOR	2,304.00			
2968507	12/22/2025	PRINTED	263360 THOMPSON CREATIVE PRODUCT	185.68			
2968508	12/22/2025	PRINTED	274551 ROWERDINK INC	330.82			
2968509	12/22/2025	PRINTED	281262 VESTA COMPANIES INC	54,930.31			
2968510	12/22/2025	PRINTED	283215 VENDTEK WHOLESALE EQUIPTM	255.00			
2968511	12/22/2025	PRINTED	283247 VESCO OIL CORP	251.75			
2968512	12/22/2025	PRINTED	291208 CORY WESTMORELAND	1,280.00			
2968513	12/22/2025	PRINTED	293097 WAYNE COUNTY CIRCUIT COUR	50.00			
2968514	12/22/2025	PRINTED	293355 WILBUR WHITE JR	2,670.00			
2968515	12/22/2025	PRINTED	293605 WORLDWIDE INTERPRETERS IN	462.00			
2968516	12/22/2025	PRINTED	500794 THE UPS STORE	2,595.84			
2968517	01/06/2026	PRINTED	011173 ADVANCED REHABILITATION T	6,345.00			
2968518	01/06/2026	PRINTED	011528 ANGLIN CIVIL LLC	35,081.71			
2968519	01/06/2026	PRINTED	013377 ELEVATED INDUSTRIAL SOLUT	9,199.72			
2968520	01/06/2026	PRINTED	013764 SANDRA ASPINALL	2,492.65			
2968521	01/06/2026	PRINTED	014472 ALPHA DIRECTIONAL BORING	3,600.00			
2968522	01/06/2026	PRINTED	020007 ROBERTO A BIHAR	834.12			

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2968523	01/06/2026	PRINTED	021002 BREENS LANDSCAPE & SUPPLY	1,432.00			
2968524	01/06/2026	PRINTED	021079 BAKER & TAYLOR BOOKS	737.44			
2968525	01/06/2026	PRINTED	021380 BILLS PLBG & SEWER SERV I	168.00			
2968526	01/06/2026	PRINTED	021510 BLUE CROSS BLUE SHIELD	125,059.62			
2968527	01/06/2026	PRINTED	021864 LORINE BEATTIE	4,616.78			
2968528	01/06/2026	PRINTED	023068 K & Q LAW, PC	2,560.00			
2968529	01/06/2026	PRINTED	023460 BLACKSTONE PUBLISHING	176.76			
2968530	01/06/2026	PRINTED	023488 BLUE CROSS BLUE SHIELD OF	311,461.70			
2968531	01/06/2026	PRINTED	030571 FOUNDATION SYSTEMS OF MI-	500.00			
2968532	01/06/2026	PRINTED	030805 LOCHIRCO CUSTOM HOMES	100.00			
2968533	01/06/2026	PRINTED	030996 K&M BUILDING INC	600.00			
2968534	01/06/2026	PRINTED	031197 D&W WINDOWS & SUNROOMS	100.00			
2968535	01/06/2026	PRINTED	031523 METRO DETROIT SIGNS	100.00			
2968536	01/06/2026	PRINTED	032428 AARON VERGIN	100.00			
2968537	01/06/2026	PRINTED	032438 BELLA DECKS LLC	100.00			
2968538	01/06/2026	PRINTED	033766 SIGNAL USA LLC	600.00			
2968539	01/06/2026	PRINTED	034211 DREAM SIGN INC	200.00			
2968540	01/06/2026	PRINTED	034909 CHRISTOPHER VAN SCYOC	100.00			
2968541	01/06/2026	PRINTED	035406 HANSONS WINDOW & CONSTRUC	100.00			
2968542	01/06/2026	PRINTED	038244 FINISHED BASEMENTS PLUS L	100.00			
2968543	01/06/2026	PRINTED	039944 HOME INSPECTION PLUS	100.00			
2968544	01/06/2026	PRINTED	041192 CDW GOVERNMENT INC	82.35			
2968545	01/06/2026	PRINTED	043376 CINTAS CORP	2,738.46			
2968546	01/06/2026	PRINTED	043569 COMERICA BANK	1,154.60			
2968547	01/06/2026	PRINTED	044062 CONTROLNET, LLC	254.00			
2968548	01/06/2026	PRINTED	051445 DLZ MICHIGAN, INC	1,771.60			
2968549	01/06/2026	PRINTED	053215 DELTA DENTAL	56,868.14			
2968550	01/06/2026	PRINTED	053389 LUNGHAMER GMC INC	43.98			
2968551	01/06/2026	PRINTED	053712 STACY DROUILLARD	1,376.00			
2968552	01/06/2026	PRINTED	061005 ELITE TRAUMA CLEAN-UP INC	65.00			
2968553	01/06/2026	PRINTED	063029 EARTH AND ETHER ART LLC	2,250.00			
2968554	01/06/2026	PRINTED	064008 ELECTRONIC MONITORING SYS	115.50			
2968555	01/06/2026	PRINTED	073010 SCOTT ALEF	150.00			
2968556	01/06/2026	PRINTED	073465 LISA KANE	150.00			
2968557	01/06/2026	PRINTED	075039 KYLE BARON	175.00			
2968558	01/06/2026	PRINTED	083452 LITHIA MOTORS	1,346.68			
2968559	01/06/2026	PRINTED	093025 CENGAGE LEARNING INC/GALE	81.60			
2968560	01/06/2026	PRINTED	093594 GOOSE BUSTERS	227.50			
2968561	01/06/2026	PRINTED	093863 GREAT LAKES WATER AUTHORITY	3,670.36			
2968562	01/06/2026	PRINTED	100058 HICKS MUNICIPAL & INDUSTRY	6,253.92			
2968563	01/06/2026	PRINTED	103015 HAGOPIAN CLEANING SERVICE	7,352.00			
2968564	01/06/2026	PRINTED	103050 THE HARTFORD	6,289.43			
2968565	01/06/2026	PRINTED	103143 HALLAHAN & ASSOCIATES, PC	792.00			
2968566	01/06/2026	PRINTED	111113 IDUMESARO LAW FIRM, PLLC	128.00			
2968567	01/06/2026	PRINTED	111114 IB ELECTRIC	48.00			
2968568	01/06/2026	PRINTED	111763 ZENA ISSHAK	1,624.50			
2968569	01/06/2026	PRINTED	113542 INGRAM LIBRARY SERVICES	5,754.45			
2968570	01/06/2026	PRINTED	121300 JGM VALVE CORP	1,154.25			
2968571	01/06/2026	PRINTED	143542 KNOWBE4, INC	12,796.10			
2968572	01/06/2026	PRINTED	143837 JASON KUCMIERZ	2,016.00			
2968573	01/06/2026	PRINTED	153068 OSCAR W LARSON CO	24,474.50			
2968574	01/06/2026	PRINTED	153367 LIBRARY NETWORK, THE	8,764.59			

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2968575	01/06/2026	PRINTED	153858 CHRISTINE LUSTIG	99.03			
2968576	01/06/2026	PRINTED	153859 LUIGI FERDINANDI & SON CE	11,333.00			
2968577	01/06/2026	PRINTED	153862 LIBRARY IDEAS	687.60			
2968578	01/06/2026	PRINTED	161379 MCD ARCHITECTS	1,889.75			
2968579	01/06/2026	PRINTED	161434 PHYLLIS MCMILLEN	2,000.00			
2968580	01/06/2026	PRINTED	163095 MAZZA AUTO PARTS INC	11.48			
2968581	01/06/2026	PRINTED	163270 METCOM	250.70			
2968582	01/06/2026	PRINTED	163282 MEDMUTUAL LIFE	5,763.07			
2968583	01/06/2026	PRINTED	163476 MIDWEST TAPE	18.74			
2968584	01/06/2026	PRINTED	163508 FERGUSON WATERWORKS #3386	2,502.79			
2968585	01/06/2026	PRINTED	164208 MAMMOTH CONSTRUCTION LLC	13,580.00			
2968586	01/06/2026	PRINTED	181588 NORTHEDGE STEEL	5,353.44			
2968587	01/06/2026	PRINTED	183952 NYE UNIFORM COMPANY	1,955.66			
2968588	01/06/2026	PRINTED	193007 OAKLAND COMMUNITY COLLEGE	1,350.00			
2968589	01/06/2026	PRINTED	193546 ON A DRAGONFLY'S WINGS	600.00			
2968590	01/06/2026	PRINTED	193713 ORKIN, LLC	196.00			
2968591	01/06/2026	PRINTED	193882 OVERDRIVE, INC.	12.45			
2968592	01/06/2026	PRINTED	213274 PEERLESS MIDWEST INC	54,464.23			
2968593	01/06/2026	PRINTED	241008 RKA PETROLEUM COMPANIES,	7,694.79			
2968594	01/06/2026	PRINTED	241967 R&L PRODUCE	500.00			
2968595	01/06/2026	PRINTED	251110 S&B PLEG & SEWER SERV INC	6,370.75			
2968596	01/06/2026	PRINTED	251230 SEMCAA	75.00			
2968597	01/06/2026	PRINTED	251308 SHI INTERNATIONAL CORP	9,733.13			
2968598	01/06/2026	PRINTED	251361 SIGNS NOW	390.50			
2968599	01/06/2026	PRINTED	251964 RS TECHNICAL SERVICES INC	2,252.56			
2968600	01/06/2026	PRINTED	253294 SHKRELI LEGAL PLLC	384.00			
2968601	01/06/2026	PRINTED	253533 SMART BUSINESS SOURCE	1,029.29			
2968602	01/06/2026	PRINTED	253913 JOHNSON CONTROLS SECURITY	772.05			
2968603	01/06/2026	PRINTED	254796 STONECO INC	829.26			
2968604	01/06/2026	PRINTED	254826 STARR AUTO GLASS	576.00			
2968605	01/06/2026	PRINTED	263255 EUROFINS ENVIRONMENT TEST	92.50			
2968606	01/06/2026	PRINTED	263588 TOSHIBA AMERICA BUSINESS	3,974.12			
2968607	01/06/2026	PRINTED	271765 USA BLUEBOOK	8,228.05			
2968608	01/06/2026	PRINTED	273533 UNIFIRST CORP	144.52			
2968609	01/06/2026	PRINTED	274551 ROWERDINK INC	596.89			
2968610	01/06/2026	PRINTED	291008 WATERFORD COMMUNITY COALI	2,400.00			
2968611	01/06/2026	PRINTED	291365 LINDE GAS & EQUIPMENT INC	268.46			
2968612	01/06/2026	PRINTED	293605 WORLDWIDE INTERPRETERS IN	463.50			

298 CHECKS	CASH ACCOUNT TOTAL	2,187,528.36	.00
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**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE  
INTERLOCAL AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
CHARTER TOWNSHIP OF WATERFORD**

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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.

**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 goals and objectives below.

**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.

5.4 **“AGREEMENT”** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.

5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)

5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in Program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this Program for participating MUNICIPALITIES).

5.5 **“CLAIM(S)”** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.

5.6 **“COLLECTION SCHEDULE”** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2026-year Program in cooperation with the NoHaz Board.

5.7 **“COLLECTION SITE PROTOCOL”** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update it as needed or as requested by the parties.

5.8 **“COUNTY”** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities,

committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

5.9   **"HAZARDOUS WASTE VENDOR"** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.

5.10   **"HAZARDOUS WASTE COLLECTION COSTS"** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.

5.11   **"MUNICIPALITY"** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

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 ensure 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 contract 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.
- 7.2 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 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:

- 7.2.1 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.
- 7.3 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 2025NoHaz events will be assessed \$50.00 per collection event in 2026.
  - 7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2025 NoHaz events will be assessed \$125.00 per collection event in 2026.
  - 7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2025 NoHaz events will be assessed \$250.00 per collection event in 2026.
  - 7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2026 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.
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:
    - 12.1.1 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.

- 12.1.2 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.
- 12.1.3 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 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.
- 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 and/or willful acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

- 15.1.2 The indemnification rights and obligations contained in this Contract are in excess of 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 Hosts or Participating Municipalities by a Contractor Employee.

16. **LENGTH OF AGREEMENT.** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2026 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, 2026.

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 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.
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, Environmental and Housing Rehab Coordinator, Development Services Department, 5200 Civic Center Drive, 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.

**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 they have been authorized by a resolution of the Waterford Township Board of Trustees, 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: \_\_\_\_\_

**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: \_\_\_\_\_

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

Chairperson  
Oakland County Board of Commissioners

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

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

## EXHIBIT A - 2026 Projected NoHaz Budget

<b>2026 NoHaz Program Cost Details</b>		
Collection Costs		\$5,500.00
Administration		\$500.00
Education and Outreach		\$12,000.00
<b>TOTAL</b>		<b>\$18,000.00</b>
<b>2026 NoHaz Hazardous Waste Disposal and Recycling Costs</b>		
Per Vehicle Fee (including computer & electronic waste and latex paint)		\$112.25*
<i>This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$2,500 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.</i>		
<i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i>		
<i>Vendor imposes a 600-car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.</i>		

## EXHIBIT B - 2026 Estimated Costs

Municipality	Population (2020 census)	% of population	Admin fee based on population	Cars	% of participation	Admin fee based on # of cars	HHW disposal fee	Revenue from \$15/\$30 per car fee	Total CVT cost for program
			<b>\$9,000.00</b>			<b>\$9,000.00</b>	<b>\$112.25</b>		
Addison**	6256	2.20%	\$198.38	89	2.28%	\$205.17	\$9,990.25	\$2,670.00	\$7,723.80
Clarkston*	928	0.33%	\$29.43	24	0.61%	\$55.33	\$2,694.00	\$360.00	\$2,418.75
Groveland *	5,912	2.08%	\$187.47	95	2.43%	\$219.01	\$10,663.75	\$1,425.00	\$9,645.23
Independence**	36,686	12.93%	\$1,163.31	517	13.24%	\$1,191.85	\$58,033.25	\$15,510.00	\$44,878.41
Lake Angelus	287	0.10%	\$9.10	25	0.64%	\$57.63	\$2,806.25	\$0.00	\$2,872.98
Oakland*	20,067	7.07%	\$636.32	334	8.56%	\$769.98	\$37,491.50	\$5,010.00	\$33,887.80
Orion*	38,206	13.46%	\$1,211.51	846	21.67%	\$1,950.31	\$94,963.50	\$12,690.00	\$85,435.32
Oxford	22,419	7.90%	\$710.90	878	22.49%	\$2,024.08	\$98,555.50	\$0.00	\$101,290.48
Pontiac	61,606	21.71%	\$1,953.52	159	4.07%	\$366.55	\$17,847.75	\$0.00	\$20,167.82
Rose	6,188	2.18%	\$196.22	75	1.92%	\$172.90	\$8,418.75	\$0.00	\$8,787.87
Springfield**	14,703	5.18%	\$466.23	248	6.35%	\$571.72	\$27,838.00	\$7,440.00	\$21,435.95
Waterford*	70,565	24.86%	\$2,237.61	614	15.73%	\$1,415.47	\$68,921.50	\$9,210.00	\$63,364.58
	<b>283,823</b>	<b>100.00%</b>	<b>\$9,000.00</b>	<b>3,904</b>	<b>100.00%</b>	<b>\$9,000.00</b>	<b>\$438,224.00</b>	<b>\$54,315.00</b>	<b>\$401,909.00</b>

\* = Community charges participants \$15 each to participate in NoHaz events

\*\* = Community charges participants \$30 each to participate in NoHaz events

(1.) **This is only an estimate.** Communities will be billed on actual use and participation based on which communities are under contract for 2026.

Participating communities listed above are preliminary and will be finalized in early 2026.

(2.) The cost per vehicle is \$112.25. The total administration fee is \$18,000.00, which includes 4 events.

(3.) The number of participants is estimated using the 2025 number of participants and adding 3% for member communities in 2025.

(4.) One or two people from each community are required to work at each of the collection events. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate. A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

(5.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NoHaz Advisory Board, and would result in additional administration costs of approximately \$2,500 per collection.

(6.) Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula used to determine the administrative fee.