

Speaker Township Board Meeting Minutes

May 3, 2022

Meeting called to order **Maitland** @ 7:00 p.m., Five (5) Board members present

Pledge of Allegiance said

Approval of May 3, 2022 meeting agenda: **Motion to approve May 3, 2022 Meeting Agenda made by Murray, second by Sheldon. Motion carried.**

Approval of April 5, 2022 meeting minutes:

Cubitt requested amendment to minutes to include a motion for the approval of the CD Redemptions for **Connie Smith & Kenneth Dambacher** discussed at the March meeting. **Motion to approve the redemption of the CD's for Connie Smith & Kenneth Dambacher made by Maitland, second by Murray. Motion carried. Motion to approve April 5, 2022 Meeting Minutes with amendment made by Murray, second by Sheldon. Motion carried.**

Approval of Special Meeting Minutes of April 26, 2022: **Motion to approve Special Meeting Minutes of April 5, 2022 made by Murray, second by Stanley. Motion carried.**

Approval of April 2022 Treasurer's report: **Sheldon**(Treasurer) reviewed report advising that the 2-CD's were redeemed and remitted to the owners. They will not appear on the report after this month. **Motion to approve April 2022 Treasurer's Report made by Maitland, second by Murray. Motion carried.**

Approval of April 2022 bills: **Motion to approve April 2022 bills (Township bills \$19,446.93) made by Murray, second by Sheldon (Fire Dept. bills \$10,862.64) made Stanley, second by Murray & (Township payroll \$4,693.75) made by Murray, second by Sheldon. Motion carried.**

Public Comment: (Present: Ben Steinhoff , Bonnie Sproul, David Sproul, Gerald Pathic, Caroline Pathic, Andrew Schuster, Grant Burgess, Dwayne & Laurie Radford, Rella Hoffman, Monique Hoffman, Brenda Murray, Carla Mitchell, & Jan Priess)

Gerald Pathic(Public) asked for an update on the zoning issue on M-19. **Steinhoff**(Planning Commission) stated he had spoken with the attorney and zoning the area to Ag Residential is the best option.

Carolyn Pathic(Public) stated that her taxes already state the property is in Ag Residential and would like the Planning Commission/Township to charge the Commercial District. **Steinhoff**(Planning Commission) stated he had talked with the County Treasurer and she was going to get with the Equalization Department to try to find out why the County doesn't have record of the zoning map. He hasn't heard by from her yet. **Steinhoff**(Planning Commission) stated he found the May 1989 minutes where the zoning map was approved by Speaker Township. **Murray**(Trustee) stated that a variance could be applied for but then if the property was sold the new owners would have to reapply. **Pathics**(Public) advised they would not want to see that happen. **Maitland**(Supervisor) asked if there was a way to redraw the lines. **Steinhoff**(Planning Commission) stated that the State of Michigan frowns on spot zoning. **Maitland**(Supervisor) stated that the situation needs to be rectified and it may take a bit but the Planning Commission will get back with the lawyer. **Murray**(Trustee) stated it may be possible to move the Commercial Zone elsewhere.

Fire Report: Stone(Fire Chief)

There were a total of two runs in April both being medical in nature . The MFR class that we're hosting is moving along nicely.

The internet issue at the fire hall is resolved. Thank you Dawn for all your assistance!

There is a new updated mutual aid agreement with the Sanilac County Fire Association that needs to be signed by myself and the Twp. Supervisor and returned to Todd by June.

We're still waiting on the hose that's been ordered for the grass rig for weeks now. It is on a national back order.

There has been no new info on grants .

I forwarded the bill for EDispatch to Dawn . If you did not get it let me know and I'll re send it

We have had one new applicant and I'm currently waiting on his background check results.

In upcoming events we will be participating in a mock drunk driving PI drill with Elk Twp Fire this Thursday morning at Peck HS

The garage sale in June

The Bologna Festival is back in this year so we will participate in extrication demo's as well as the parade and assist with fireworks.

Planning Report:

Steinhoff(Planning Commission) advised that **Debbie Kesteloot**(Planning Commission Secretary) provided him with the April 4, 2022 unofficial meeting minutes for review. Public comments and concerns were voiced at the March 29, 2022 Public meeting. At the meeting on April 4, 2022, it was decided to allow the campgrounds as Primitive campgrounds with some restrictions. The owners now need to get permits from the Health Dept. and the State of Michigan. A map of the netting has been requested along with proof of the county Health Department permit, and the State of Michigan campgrounds permit. Also an updated list of the rules that were requested to be added to their camping rules. Maitland(Supervisor) inquired as when the Planning Commission will meet to approve the site plan, etc. Dambacher(Planning Commission member) advised that nothing could be done or approved until the approved permits are presented.

The next regular scheduled meeting has not been set until there is a need to address any pending or new issues.

Zoning Report: Sproul(Zoning Administrator) (SEE ATTACHED REPORT) read her report.

Discussion held on the 7970 Jordan Rd issue. Application for Special Land Use has been received and turned over to Planning Commission. Zoning Board of Appeals will be meeting on Wednesday, May 4, 2022 to discuss Greg Ross request.

Old Business:

Township Signage:

Discussion held over the quotes from Arrow Signs for the LED township sign. Quote broke down in two different sizes with a PC control option or a Remote control option. **Sheldon**(Treasurer) requested clarification on how the remote access works, and concerned if the township internet would be sufficient. **Maitland**(Supervisor) advised to table any more discussion until next month's meeting and Cubitt(Clerk) would get more detailed information.

New Business:

Taylor Butterfield, P.C. bill (\$1,486.50):

Maitland(Supervisor) read the bill summary for the work Garner(Attorney) conducted for Speaker Township over the past several months. **Motion to Approve payment to Taylor, Butterfield, P.C. in the amount of \$1,486.50 made by Sheldon, second by Murray. Motion carried.**

Cemetery Driveway Project:

Discussion held on the failed culvert issue. **Grant Burgess**(Sexton) advised that there were several options which could be costly and was unable to find the other end of the drain but does not believe there will be an issue with drainage if the hole is filled in. **Burgess**(Sexton) will fill the hole in for now.

Burgess(Sexton) presented a bid for the cemetery driveway project(SEE Attached). The cost for the limestone will be cheaper if the township pays direct for the limestone. Discussion held over the proposed bid and **Burgess**(Sexton) stated if he is given the bid he wouldn't want to start the job until after May. **Maitland**(Supervisor) advised the township would review the bid and get back with him.

New Desks/File Cabinets for Treasurer & Clerk's Office:

Sheldon(Supervisor) presented bids for new desks with hutch for the Treasurer and Clerk(\$874.95 each). She has a drawer on her current desk that she cannot get opened. The clerk has the same issue. **Maitland**(Supervisor) agreed that the desks need to be replaced. **Sheldon**(Treasurer) the file cabinets are at capacity and would like to purchase 2 new file cabinets to match the desks at \$328.95 each. meeting. **Motion to Approve the Purchase of Two (2) desks w/hutch, and Two(2) file cabinets from Global Industrial in the amount of \$2,407.80 made by Stanley, second by Murray. Motion carried.**

Agreement for Roadside Ditch Improvement (Kyle Staudaker):

Maitland(Supervisor) read the petition submitted to the Sanilac County Road Commission by Kyle Staudaker for ditch clean up on Arendt Rd starting at Burnslane Rd, running south approximately 120' @ cost of \$440 split between the township, Road Commission & Kyle Staudaker. **Motion to approve the Roadside Ditch Improvement Agreement with the Sanilac County Road Commission and Kyle Staudaker made by Murray, second by Stanley. Motion carried.**

Agreement With Richard Sundquist Legal Services Windmill Project:

Maitland(Supervisor) advised that an informational meeting was held with Speaker Township and Fremont Township to discuss the hiring of **Richard A. Sundquist**, an attorney who specializes in Windmill Farm Law. **Mr. Sundquist** has been working with Huron County on their lawsuit with DTE and the depreciate issue on the windmills. The suggestion actually came from **Brian Garner**(Township Attorney) and he would be forwarding all requests for assistance for the township. **Maitland**(Supervisor) read the agreement(See Attached) to engage **Mr. Sundquist's** services. Discussion held on the fact that all costs and fees will be paid by Algonquin Power. **Motion to Approve the Agreement with Richard A. Sundquist for Legal Services during the Windmill Project made by Sheldon, second by Murray. Motion carried.**

Motion to adjourn meeting @ 8:30 p.m. made by Murray, second by Stanley. Motion carried.

Dawn M. Cubitt

Speaker Township Clerk

Treasurers Report

Tuesday, May 03, 2022

Checking

	March	April				April	Interest Rate
	Reconciled Balance	Checks / Debits	Deposits	Service Charges	Interest	Projected Balance	
Tri-County Bank							
Fire Truck Fund 0435	\$65,496.91				\$10.77	\$65,507.68	0.20%
Operating Fund 0242	\$67,494.20	\$10,240.04			\$10.38	\$57,264.54	0.20%
Millage Fund 3293	\$21,942.48				\$3.60	\$21,946.08	0.20%
ARPA Funds 5040	\$65,053.14				\$10.70	\$65,063.84	0.20%

Choice One Bank

General Fund 0128	\$287,080.03	\$18,345.94	\$3,184.42		\$2.37	\$271,920.88	0.01%
Social Security 9110	\$1,041.50	\$1,007.74	\$1,007.74			\$1,041.50	0.01%
Tax Fund 7556	\$899.04	\$170.94			\$0.04	\$728.14	0.01%

Petty Cash

Change for Taxpayers	\$300.00					\$300.00	
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CD's

	April Balance	Date of Interest Pd 4x/yr	Interest	YTD Int	Interest Rate	Maturity Date
Tri-County Bank						
CD3844	\$51,240.09	2/14/2022	\$19.37	\$19.37	0.15%	2/14/2022
CD3852	\$51,240.09	2/14/2022	\$19.37	\$19.37	0.15%	2/14/2022
CD4166	\$51,177.13	4/15/2022	\$18.94	\$38.29	0.15%	4/15/2023

Choice One Bank

CD's were cashed in and paid to Dr. Dambacher and Connie Smith

6:12 PM

05/03/22

Accrual Basis

Speaker Township - Fire Fund
Transaction Detail by Account
 April 1 through May 3, 2022

Type	Date	Num	Name	Memo	Clr	Split
TCB Checking 0242						
Check	04/05/2022	2775	Yale Hardware	power steering fl...	X	740 - Operating S...
Check	04/05/2022	2776	GFL Environment	Garbage pickup ...	X	740 - Operating S...
Check	04/07/2022	2777	Front Line Services, Inc.	Repairs on fire tr...	X	775 - Repairs & M...
Check	04/07/2022	2778	Burnham & Flower Insur...	MichiganTownshi...	X	910 - Insurance
Check	04/07/2022	2779	Nye Uniform	Invoice 80977 P...	X	740 - Operating S...
Check	04/07/2022	2780	Auto Value	Power Pump W/...	X	775 - Repairs & M...
Check	04/11/2022	2781	Burns Tractor Services, I...	MTR24 Battery	X	775 - Repairs & M...
Check	04/12/2022	2782	Frontier	Internet billing M...	X	853 - Telephone
Check	04/12/2022	2783	BP	March billing for f...	X	741 - Oil & Gas
Check	04/14/2022	2784	Olds Electric LLC	Annual Maintena...	X	775 - Repairs & M...
Check	04/14/2022	2785	Sanilac Medical Services...	2-AAOS 7th Editi...	X	958 - Dues & Edu...
Check	04/14/2022	2786	ESO Solutions, Inc.	ER-NFIRS Only ...	X	740 - Operating S...
Check	04/19/2022	2787	DTE Energy	April Billing Acct...	X	920 - Electricity
Check	04/25/2022	2788	Frontier	internet April Ch...		853 - Telephone
Check	04/26/2022	2789	Mitel	Telephone Billing...		853 - Telephone
Check	04/26/2022	2790	Nye Uniform	Invoice #807970 ...		740 - Operating S...
Check	04/28/2022	2791	Sandusky Firefighters As...	Monthly EDispat...		740 - Operating S...
Check	05/03/2022	2792	Semco Energy (Melvin H...	April Billing for S...		921.1 - Gas/Heat (...)
Check	05/03/2022	2793	Semco Energy	April Billing Acct ...		921 - Gas/Heat
Check	05/03/2022	2794	Thumb Fire Extinguisher...	Fire Extinguisher'		727 - Office Suppli...
Check	05/03/2022	2795	GLS Environmental	Trash pick up Ap...		740 - Operating S...

Total TCB Checking 0242

TOTAL






6:12 PM

05/03/22

Accrual Basis

Speaker Township - Fire Fund
Transaction Detail by Account
April 1 through May 3, 2022

Amount	Balance
-15.98	-15.98
-20.00	-35.98
-1,990.49	-2,026.47
-5,273.50	-7,299.97
-96.00	-7,395.97
-155.70	-7,551.67
-156.95	-7,708.62
-19.99	-7,728.61
-112.59	-7,841.20
-155.00	-7,996.20
-226.00	-8,222.20
-850.00	-9,072.20
-68.53	-9,140.73
-69.99	-9,210.72
-22.32	-9,233.04
-507.00	-9,740.04
-500.00	-10,240.04
-129.65	-10,369.69
-247.95	-10,617.64
-225.00	-10,842.64
-20.00	-10,862.64
-10,862.64	-10,862.64
-10,862.64	-10,862.64

6:05 PM

05/03/22

Accrual Basis

Speaker Township - General Fund Transaction Detail by Account April 1 through May 3, 2022

Type	Date	Num	Name	Memo	Clr	Split
No item						
Check	04/04/2022	12144	Linda Wismer	Return of Hall Re...	*	687 - Hall Refunds
Check	04/05/2022	12155	Speaker Township	April 2022 SSI	*	CSB - Social Secu...
Check	04/05/2022	12156	GFL Environmental	Garbage pickup ...	*	740 - Operating S...
Check	04/05/2022	12157	DTE Energy	Acct# 91004029...	*	920 - Electricity
Check	04/05/2022	12158	View Newspaper Group	BOR Postings, B...	*	-SPLIT-
Check	04/07/2022	12159	Burnham & Flower Insur...	Michigan Towns...	*	910 - Insurance
Check	04/07/2022	12160	Rotary Multiforms, Inc.	2-Municipal Civil ...	*	740 operating sup...
Check	04/07/2022	debit	Quickbooks	Intuit QB Payroll ...	*	740 - Operating S...
Check	04/11/2022	12161	Nicole Martel	Return of Hall re...	*	668.1 Hall Refunds
Check	04/11/2022	12162	Quadient	Postage added f...	*	740 Operating Su...
Check	04/11/2022	12163	Nelco	PP Laker Ck Her...	*	727 - Office Suppli...
Check	04/12/2022	12164	Frontier	Internet billing M...	*	853 - Telephone
Check	04/12/2022	12165	Frontier	Internet billing M...	*	853 - Telephone
Check	04/12/2022	Debit	Nitro	Nitro PDF Pro 4 ...	*	727 - Office Suppli...
Check	04/14/2022	12166	Old Electric LLC	Annual Maintena...	*	956 - Township B...
Check	04/19/2022	12167	DTE Energy	April Billing Acct...	*	920 - Electricity
Check	04/19/2022	7037	Stephanie Rozumney	Hall Rental April ...		668 - Hall Rentals
Check	04/19/2022	12168	Sanilac County Clerk	January-March V...	*	900 - Printing & P...
Check	04/19/2022	12169	Dell Marketing L.P.	E-Poll Book for E...	X	803 - Election Equ...
Check	04/19/2022	12170	Connie Smith	Refund of Bond f...	*	CSB CD #6116
Check	04/19/2022	12171	Dr. Kenneth Dambacher	Refund of Bond f...	*	CSB CD #6697
Check	04/26/2022	12172	Mitel	Telephone April ...		853 - Telephone
Check	04/26/2022	12173	Stephanie Rozumney	Refund of Depos...		687 - Hall Refunds
Check	05/03/2022	12174	Semco Energy	April Billing Gas/...		921 - Gas/Heat
Check	05/03/2022	12175	GLS Environment	Trash pick up Ap...		740 - Operating S...
Check	05/03/2022	12176	Danielle Choate	Refund of Depos...		687 - Hall Refunds
Check	05/03/2022	12177	Grant Burgess Excavatin...	Burial for Evelyn ...		740 - Operating S...
Check	05/03/2022	12178	Old Electric LLC	Repairs (Light on...		775 - Repair & Ma...
Check	05/03/2022	12186	Speaker Township	May SSI		CSB - Social Secu...
Check	05/03/2022	12187	Grant Burgess Excavatin...	Payment Due for...		740 - Operating S...
Check	05/03/2022	12188	Mclvor Lawn Care	1st payment for ...		740 - Operating S...
Check	05/03/2022	12189	BS&A Software	Annual Support/...		-SPLIT-

Total no item

TOTAL

6:05-PM

05/03/22

accrual Basis

Speaker Township - General Fund
Transaction Detail by Account
April 1 through May 3, 2022

Amount	Balance
-50.00	-50.00
-1,007.74	-1,057.74
-20.00	-1,077.74
-121.10	-1,198.84
-184.80	-1,383.64
-8,383.50	-9,767.14
-68.45	-9,835.59
-31.80	-9,867.39
-50.00	-9,917.39
-400.00	-10,317.39
-354.25	-10,671.64
-19.99	-10,691.63
-19.99	-10,711.62
-539.97	-11,251.59
-155.00	-11,406.59
-140.03	-11,546.62
-150.00	-11,696.62
-8.00	-11,704.62
-894.02	-12,598.64
-593.06	-13,191.70
-591.22	-13,782.92
-90.64	-13,873.56
-50.00	-13,923.56
-165.30	-14,088.86
-20.00	-14,108.86
-50.00	-14,158.86
-500.00	-14,658.86
-465.95	-15,124.81
-960.12	-16,084.93
-100.00	-16,184.93
-2,000.00	-18,184.93
-1,262.00	-19,446.93
-19,446.93	-19,446.93
-19,446.93	-19,446.93

Speaker Township - General Fund Payroll Summary May 3, 2022

	Baumeister, Shelly M			Cubitt, Dawn M			Kesteloot, Debra A			Maitlan...	
	Hours	Rate	May 3, 22	Hours	Rate	May 3, 22	Hours	Rate	May 3, 22	Hours	Hours
Employee Wages, Taxes and Adjustments											
Gross Pay											
Assessor Wages	1		1,244.58								
Clerk Wages			0.00	1		900.00			0.00		
Deputy Clerk			0.00			0.00	1		405.00		
Deputy Treasurer			0.00			0.00			0.00		
Supervisor Wages			0.00			0.00			0.00	1	
Treasurer Wages			0.00			0.00			0.00		
Zoning Wages			0.00			0.00			0.00		
Total Gross Pay	1		1,244.58	1		900.00	1		405.00	1	
Adjusted Gross Pay	1		1,244.58	1		900.00	1		405.00	1	
Taxes Withheld											
Federal Withholding			-89.00			-104.00			-24.00		
Medicare Employee			-18.05			-13.05			-5.87		
Social Security Employee			-77.16			-55.80			-25.11		
MI - Withholding			0.00			0.00			0.00		
Medicare Employee Addl Tax			0.00			0.00			0.00		
MI - Cities Res Tax			0.00			0.00			0.00		
MI - Cities Work Tax			0.00			0.00			0.00		
Total Taxes Withheld			-184.21			-172.85			-54.98		
Net Pay	1		1,060.37	1		727.15	1		350.02	1	
Employer Taxes and Contributions											
Medicare Company			18.05			13.05			5.87		
Social Security Company			77.16			55.80			25.11		
MI - Obligation Assessment			0.00			0.00			0.00		
Total Employer Taxes and Contributions			95.21			68.85			30.98		

Speaker Township - General Fund Payroll Summary May 3, 2022

	Maitland, William J		Sheldon, Tracy S		Sproul, Bonnie J		Wolf, Deborah	
	Rate	May 3, 22	Hours	Rate	May 3, 22	Hours	Rate	Hours
Employee Wages, Taxes and Adjustments								
Gross Pay								
Assessor Wages	0.00			0.00			0.00	
Clerk Wages	0.00			0.00			0.00	
Deputy Clerk	0.00			0.00			0.00	
Deputy Treasurer	0.00			0.00			0.00	
Supervisor Wages	416.67		1	0.00			0.00	1
Treasurer Wages	0.00			987.50			0.00	
Zoning Wages	0.00			0.00		1	500.00	
Total Gross Pay	416.67		1	987.50		1	500.00	1
Adjusted Gross Pay	416.67		1	987.50		1	500.00	1
Taxes Withheld								
Federal Withholding	-25.00			0.00			0.00	
Medicare Employee	-6.04			-14.31			-7.25	
Social Security Employee	-25.83			-61.23			-31.00	
MI - Withholding	0.00			0.00			0.00	
Medicare Employee Addl Tax	0.00			0.00			0.00	
MI - Cities Res Tax	0.00			0.00			0.00	
MI - Cities Work Tax	0.00			0.00			0.00	
Total Taxes Withheld	-56.87			-75.54			-38.25	
Net Pay	359.80		1	911.96		1	461.75	1
Employer Taxes and Contributions								
Medicare Company	6.04			14.31			7.25	
Social Security Company	25.83			61.23			31.00	
MI - Obligation Assessment	0.00			0.00			0.00	
Total Employer Taxes and Contributions	31.87			75.54			38.25	

Speaker Township - General Fund Payroll Summary May 3, 2022

	TOTAL		
	Wolf, De...	Hours	Rate
Employee Wages, Taxes and Adjustments			
Gross Pay	May 3, 22		May 3, 22
Assessor Wages	0.00	1.00	1,244.58
Clerk Wages	0.00	1.00	900.00
Deputy Clerk	0.00	1.00	405.00
Deputy Treasurer	240.00	1.00	240.00
Supervisor Wages	0.00	1.00	416.67
Treasurer Wages	0.00	1.00	987.50
Zoning Wages	0.00	1.00	500.00
Total Gross Pay	240.00	7.00	4,693.75
Adjusted Gross Pay	240.00	7.00	4,693.75
Taxes Withheld			
Federal Withholding	0.00		-242.00
Medicare Employee	-3.48		-68.05
Social Security Employee	-14.88		-291.01
MI - Withholding	0.00		0.00
Medicare Employee Addl Tax	0.00		0.00
MI - Cities Res Tax	0.00		0.00
MI - Cities Work Tax	0.00		0.00
Total Taxes Withheld	-18.36		-601.06
Net Pay	221.64	7.00	4,092.69
Employer Taxes and Contributions			
Medicare Company	3.48		68.05
Social Security Company	14.88		291.01
MI - Obligation Assessment	0.00		0.00
Total Employer Taxes and Contributions	18.36		359.06

TOWNSHIP OF SPEAKER:

Resolution Number **2022-6**

Resolution: Adoption of 2022 Wind Farm Fee Schedule

Whereas Township of Speaker, Sanilac County is adopting the following Wind Farm Fee Schedule for 2022:

Charge per Mega/ Watt:	\$1,500.00 + Cost*
Substation:	\$2,000.00 + Cost*
Transmission Line Fee:	\$1,800.00 per mile+ Cost*
Yearly Inspection Fee:	\$700.00 per Mega Watts/ Turbine + Cost*
Yearly Inspection Fee on Substation:	\$700 per substation
Yearly Inspection Fee on Transmission Lines:	\$300.00 per mile
Junction Boxes:	\$100.00 each

Alternative Energy Projects started without permits approved by Speaker Township are subject to \$10,000.00 per day penalty.

Cost: Registered Mail, Certified Mail, Postage, Published Meeting Notices, Hall Rent

NOW THEREFORE, BE IT RESOLVED THAT

The foregoing Resolution **2022-6** offered by Board Member Sheldon

Second offered by Board Member Stanley

Upon roll call vote the following voted "Aye": Sheldon, Stanley, Maitland, Cubitt
"Nay": ✓ Abstain: Murray

The Supervisor declared the Resolution adopted.

Dawn M. Cubitt 4/26/2022

Dawn M. Cubitt, Clerk

Resolution # 2022-6

Speaker Township Zoning Report

May 3, 2022

4/14/2022 Spoke with Mayser Jarjes at 7970 Jordan Road; emailed the SLUP application and Affidavit for completion.

4/20/2022 Spoke with Mark re: 7970 Jordan Rd; states his property in North Branch was grandfathered in and felt that they were in Speaker Twp since he has been there since 2019.

*I called North Branch and spoke with Bonnie; they have Brian Garner for their attorney also, and it sounds like their Ordinance is the same as ours. Their Zoning Adm passed away and they are in the process of filling the position; once it's filled, they plan to pursue their illegal operations as well.

4/26/2022 Communicated with Robert Barnes, Attorney regarding documentation for the ZBA Hearing regarding Greg Ross.

4/28/2022 Spoke with Mark again, explained that he is not grandfathered in, and that Mayser needs to submit his SLUP application prior to May 14, 2022. He stated that they will be up here May 3, 2022 to do so. He was also asked to bring documentation/licensing from the State to be submitted as well.

Bonnie Sproul, zA

Meeting Attendance Sign-in Sheet

Meeting Purpose: Northern Spink Township

Date: 5/3/2022 Start Time: 7:00 pm

End Time: 8:30 pm

Name (Signature)

Name (Print)

- 1 Dwayne + Laurie Radford
- 2 H. Ben Speinhoff
- 3 Zella Hoffmann
- 4 Monique Hoffmann
- 5 Andrew Schuster
- 6 Gerald Pathic
- 7 Carolyn Pathic
- 8 Jan Priess
- 9 Brenda Murray
- 10 Cade Mitchell
- 11 Bonnie Spraul
- 12 David Spraul
- 13 _____
- 14 _____
- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____
- 20 _____
- 21 _____
- 22 _____
- 23 _____
- 24 _____

Dwayne + Laurie
H. Ben Speinhoff
Zella Hoffmann
Monique Hoffmann
Andrew Schuster
Gerald Pathic
Carolyn Pathic
Jan Priess
Brenda Murray
Cade Mitchell
Bonnie Spraul
David Spraul

Speinger
Radford
McLennan
Vale
Vale
Melvin
Peck
Peck
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Peck
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Melvin

Speaker Township Planning Committee Meeting updates 5-3-2022

Debbie Kesteloot has provided the unofficial minutes from April 4, 2022-7pm to me and I have reviewed them. Public comments and concerns were voiced at the March 29th Public Meeting . At the meeting on April 4, we decided to allow the campgrounds as Primitive campgrounds with some restrictions. I believe that now the owners need to get permits from the health department and the state of Mich. We have requested a map of where they are going to put the netting, proof of County health permit and State of Mich. campgrounds permit. Also, an updated list of the rules that we requested to be added to their camping rules.

As of now, we do not have another regular meeting scheduled and we will proceed with setting the next meeting date when we need to address any pending or new issues.

Ben Steinhoff

Speaker twp. Planning commission chairperson



Richard A. Sundquist
T (313) 965-8227
F (313) 309-6827
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Clark Hill
500 Woodward Ave., Suite 3500
Detroit, MI 48226
T (313) 965-8300
F (313) 965-8252

April 28, 2022

VIA ELECTRONIC MAIL

Speaker Township and Fremont Township
c/o Brian M. Garner, Esq.
Taylor Butterfield, P.C.
407 Clay Street
Lapeer, Michigan 48446
bmgarner@taylorbutterfield.com

Re: ***Algonquin Power (Riverbend Wind) LLC***

Dear Brian:

This letter serves to record the terms of our engagement to represent Speaker Township and Fremont Township, as clients, with respect to legal advice regarding the Riverbend Wind Park, including assessment and classification, negotiation of a host community agreement, permitting, as well as special land use and other municipal approvals, all in collaboration with Brian Garner of Taylor Butterfield, P.C.

At this time, our lawyer billing rates range from \$235 to \$950 an hour. I will be the principal attorney contact in this matter. My rate is \$530 per hour. For this engagement, I will bill at a rate of \$325 per hour. I may also enlist the assistance of my partner, Brandon Muller, and senior attorney Michael Vogt. Brandon and Michael will both also have an hourly rate of \$325. My assistant, Gina Stankiewicz, who may also assist in this matter, has a rate of \$205.

We will not require a retainer for this engagement.

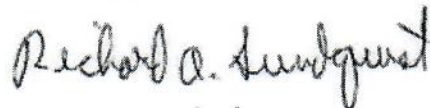
This letter is supplemented by the attached Standard Terms of Engagement for Legal Services, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us.

Brian M. Garner, Esq.
April 28, 2022
Page 2

If you agree that this letter provides acceptable terms for our engagement in this matter, please sign and return a copy to me, together with the retainer.

If you have any questions, please contact me.

Very truly yours,



Richard A. Sundquist

RAS/gs

Enclosure

CLIENT ACCEPTS, AND AGREES TO BE
BOUND BY, THE FOREGOING.

SPEAKER TOWNSHIP

By



Its

Township Supervisor

FREMONT TOWNSHIP

By

Its

THE SCOPE OF OUR WORK

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You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not promises or guarantees to achieve a specific result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Your obligation to pay our fees and other charges as provided in this letter is not in any way contingent upon a result or results in the matter.

Our attorney-client relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notification by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our attorney-client relationship.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and paralegals in the firm. Such delegation may be for the purpose of involving lawyers or paralegals with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

PRESERVATION OF EVIDENCE AND COMMUNICATION PROTOCOL IN LITIGATED MATTERS

All evidence of any nature that is arguably relevant to this matter, including but not limited to documents (whether hard copy or electronic) and other physical evidence, must be preserved. Moreover, scheduled routine destruction of any stored records (whether hard copy or electronic) must be suspended immediately until after this matter is concluded. Failure to do so may result in sanctions by a court or tribunal.

In order to preserve the attorney-client privilege that attaches to our communications, it is important that all future oral communications about this matter occur only in the presence of a Clark Hill attorney. Further, all written communications about the matter should be directed to a Clark Hill attorney. You recognize that, while convenient and sometimes necessary, communications transmitted by internet, mobile and other electronic means may not be entirely secure. Therefore, in communicating by such means you accept the risks that such communications may not be protected by the attorney-client privilege, and we agree that no party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any such communications due to any reason beyond that party's reasonable control.

HOW FEES WILL BE SET

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Unless our engagement letter provides otherwise, our fees will be charged on an hourly basis, i.e., time expended multiplied by the hourly rates of our lawyers and other professionals. Among the factors we consider in determining the staffing of the matter and the fees charged are:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The experience, reputation and expertise of the lawyers performing the services.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in tenths of an hour.

The hourly rates of our lawyers and other professionals are adjusted periodically to reflect current levels of legal experience, changes in overhead costs, and other factors.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will respond to your request by furnishing an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

RETAINER AND TRUST DEPOSITS

Clients of the firm are commonly asked to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

EXPENSES

Our invoices will reflect expenses for items such as long distance telephone, facsimiles, document copying, printing and scanning, messenger and special delivery services, computerized legal and other research systems, travel, and filing and recording fees, and may include charges for extraordinary items (including secretarial overtime) that may be generated by the particular demands of the project involved.

If outside services such as court reporters, mediators, investigators, expert witnesses, or photocopy services are retained or required, you will be responsible for paying for those services directly to the service providers. Invoices may be sent by the provider directly to you, or we may forward their invoices to you for payment directly to the provider. These invoices should be paid within 30 days of receipt. We may advance certain expenses not exceeding \$100, and require that our clients directly pay, or deposit with us funds to pay, expenses exceeding \$100.

FILES AND OTHER MATERIALS

Files generated in the matter will be retained by the firm as required by law, and thereafter may be retained or destroyed, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal lawyers' work product, e.g., drafts, notes, internal memoranda, legal research, and factual research). Matter files to which you are given access may be reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter. After our engagement in this matter ends, upon your request and at your expense we will return any property you have entrusted to us, unless there is a balance on your account. If there is a balance on your account, the firm will assert a retaining lien on such property to the extent allowed by law. If you have not requested return of such property within a reasonable time after our engagement in the matter ends, we may retain or destroy such property at our discretion.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered, and costs, charges and expenses incurred before termination and in connection with an orderly transition of the matter.

The Rules of Professional Conduct list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: persistence in a course of conduct which we reasonably believe to be criminal or

fraudulent, insistence upon pursuing an objective which we consider to be repugnant^m or imprudent, failure of a substantial nature to fulfill an obligation after reasonable warning that it will result in our withdrawal, or other good cause.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Our invoices will report the hours and rates for attorneys and other professionals on the matter, and describe the work performed. Additional charges and expenses will be itemized. Unless otherwise provided in our engagement letter, we will provide you with a bill on a monthly basis. Payment is due on receipt. Any balance unpaid after 30 days of the date of the invoice shall accrue interest at the rate of seven percent (7%) per annum. Payments shall be applied first to collection costs and expenses, then to accrued interest, if any, and then to the unpaid invoice amount.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account either directly or through a third-party service. We may also request permission of any court in which we have filed an appearance on your behalf to allow us to withdraw as your counsel, and you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that we may pursue collection through a third-party collection service, and that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement provides the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) obey all orders issued by a court or other tribunal concerning your matter; (B) be candid and truthful with the firm and the court or other tribunal; (C) pay the firm as provided by this agreement and by any other agreements with the firm; and (D) respond promptly to the firm's requests for information. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the firm reasonably believes to be illegal, fraudulent, offensive or unwise. The firm may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

OBLIGATIONS OF A LAWYER

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws and rules apply to our representation of you, and we welcome your inquiry about them.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of such person or entity, such as parent companies, subsidiaries, sibling entities, and/or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise.