

## Speaker Township Special Board Meeting Minutes

June 21, 2023

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

Pledge of Allegiance said

Approval of Meeting Agenda:

**Motion to Amend June 21 2023 Meeting Agenda with the amendment to move Public Comment before New Business per the request of the Public and to clarify Item #2 is for Discussion on hiring a Recording Secretary for the Planning Commission made by Maitland, second by Stanley. Motion to approve June 21, 2023 agenda made by Maitland, second by Murray. Motion carried.**

### Public Comment:

**Carolyn Fairman**(Public): commented on Fremont Township meeting and about a Mr. Mead asked the Fremont Township Board to consider a sound engineer that was not Pro-wind and should take more time to find a sound engineer. Reference that **Andrew Schuster**(Speaker Township Planning Commission) had referenced the same. **Fairman**(Public) advised that Mr. Mead was treated very poorly by Fremont Township.

Cited Exelon Wind vs. Bridgehampton Township in regards to pressure on Planning Commission to schedule public hearing. **Judge Teeple** ruled that a Planning Commission cannot be forced or pressured to schedule a Public Hearing. Questioned **Bill Maitland**(Supervisor) sitting at the Planning Committee table as Attorney Garner had stated he could not.

**Fairman**(Public): Advised that someone had stopped at her residence and stated a rumor that Eric Alexander(New Planning Commission member) was promised the cement work from Liberty Power and that Dean Hughes permits for his campground would be granted.

**Marilyn Strickler**(Public): read a statement that people shouldn't get money for nothing. Need to work hard and earn what you have. Also, commented on a 2018 MSU study on setbacks ,etc. and then later sold out to the wind companies. Hiring Kenneth Kaliski is a mistake as he is Pro-wind and the township attorney needs to be replaced as he is making money off the wind project.

**Gerald Pathic**(Public): stated he heard there was a dinner in Peck or some type of banquet Liberty Power hosted for the Pro-wind people. Rumor is that the wind company will be breaking ground in two weeks. Maitland(Supervisor) stated the wind company cannot break ground until they get permits.

**Carolyn Fairman**(Public): inquired if any Speaker Township Board members attended the dinner. **Murray**(Trustee) advised he did attend the dinner.

## **New Business:**

### Approve Hiring Sound Engineer (Kenneth Kaliski-RSG):

**Maitland**(Supervisor) read the Bio on **Kenneth Kaliski**, PE, QEP, INCE BD Cert. Advised that himself, **Ben Steinhoff**(**Speaker Township Planning Commission Chairman**), **Ken Dambacher**(**Speaker Township Planning Commission Vice-Chairman**), **Jeff Furness**(**Fremont Township**) and **Mr. Mead**(**Fremont Township**) interviewed Kenneth Kaliski via zoom . He was very impressive guy. He has worked on both sides of the wind turbine issue. He is not hired to give his opinion on wind turbines but rather he is to use his expertise to check that the sound models produced by Liberty Power are proper. He will give a baseline study that the special land use permit is an accurate representative of their model.

**Cubitt**(Clerk) asked if the Planning Commission was recommending the hire of **Kenneth Kaliski** as she has voted in the past per their recommendations and is now being scrutinized for voting per their recommendation. **Maitland**(Supervisor) attempted to answer that they were in on the interview and they were on board when **Monique Hoffman**(Public) shouted that she had a question. **Cubitt**(Clerk) advised her it was not her time to talk and that should have been done at Public Comment.

**Maitland**(Supervisor) stated the board was deliberating and she did get to speak at this time. **Monique Hoffman**(Public) shouted some profanity about not being able to speak when she wanted to. **Rella Hoffman**( Public) stated that Monique was told to "Shut Up". **Cubitt**(Clerk) stated she did not tell her to "Shut Up" but rather she could not talk at this time. **Sproul**(**Zoning Administrator**) spoke up and advised that there are rules to follow and the Board deserves respect. **Monique Hoffman**(Public) was then heard saying to **Rella Hoffman**(Public) "I wish I could punch them in the face!".

**Maitland**(Supervisor) called for a motion to approve hiring Sound Engineer Kenneth Kaliski. **Motion to hire Sound Engineer Kenneth Kaliski of RSG made by Sheldon, second by Stanley. Roll Call Vote: AYES: Murray, Cubitt, Maitland, Stanley and Sheldon. NAYS: None. Motion carried.**

### Approve Recording Secretary for Speaker Township Planning Commission:

**Maitland**(Supervisor) advised that during the Planning meeting it is difficult for the Planning Secretary to take minutes and have Input on the discussions, etc. It was recommended to hire a Recording Secretary to take the minutes, etc. and **Debbie Kesteloot** would be a good candidate due to her previous experience on the Planning Commission Board. She was contacted and agreed to take on the role of Recording Secretary. **Motion to hire Debbie Kesteloot as Recording Secretary for the Speaker Township Planning Commission made by Murray, second by Stanley. Motion carried.**

**Motion to Adjourn meeting @ 6:20 p.m. made by Maitland, second by Murray. Motion carried.**

**Dawn M. Cubitt**

**Speaker Township Clerk**



June 14, 2023

Bill Maitland  
Speaker Township Supervisor  
Speaker Township  
7630 North Brockway Rd  
Melvin MI 48454

*Submitted via email only to [speakertownshipsupervisor@gmail.com](mailto:speakertownshipsupervisor@gmail.com)*

**RE: General Consulting Agreement**

Dear Mr. Maitland:

This letter is to confirm our agreement that Resource Systems Group, Inc. will provide general acoustical consulting services to the Township related to the Riverbend Commercial Wind Project and to describe the general terms of our agreement. I will serve as Principal for services under this agreement and will provide overall guidance and review. I will also serve as Project Manager directing the technical work.

Services will be provided on an as-needed basis and work will be billed hourly. Potential services that we can provide, based on our initial discussions with you may include:

- Sound propagation modeling,
- Review of applicant's sound propagation modeling,
- Baseline ambient sound monitoring,
- Review of applicant's baseline sound monitoring,
- Review of Applicant's noise impact study,
- Provide advice relating to wind turbine noise to the Township,
- Attended public hearings as needed to provide testimony and/or answer questions, and
- Postconstruction sound monitoring.

In the course of consulting with you, if a defined scope of work becomes apparent, we can provide you with a description of proposed services and an estimated cost, if requested.

Hourly rates for the staff most likely to work on this project are shown in Table 1. RSG will invoice labor on an hourly basis, along with travel expenses. Mileage will be charged at the current IRS rate.

**TABLE 1: 2023 STAFF BILLING RATES**

Title	Hourly Rate
Principal	\$320.96
Senior Director	\$300.23
Senior Consultant	\$183.99
Consultant	\$149.16
Senior Analyst	\$100.00
Analyst	\$103.24
Engineering Tech	\$91.09

If this scope of work is satisfactory, we would be pleased to perform the project for you on the following terms. If you agree with these terms, please indicate your acceptance by signing and dating where indicated below.

- Compensation and Expenses. You agree to pay us for our work based on the hours actually worked by us on this project, at the hourly rates then in effect. We set our rates annually, with changes effective as of January 1 of each year, and we will notify you of changes that will affect your project. You further agree to reimburse us for any reasonable expenses incurred by us in connection with this project.
- Invoices. We send invoices monthly in the second week of the month following the one in which charges are incurred. Invoices are payable on receipt. If you have questions about an invoice or, for some reason, you are unable to pay immediately, please contact our accounts receivable staff at [accountsreceivable@rsginc.com](mailto:accountsreceivable@rsginc.com). In the absence of a payment plan acceptable to us, work on the project will be suspended if the account becomes 60 or more days delinquent, and you will be responsible for reasonable costs, including attorney's fees, that we incur in collecting any unpaid balance. In addition, balances unpaid within 30 days may be subject to monthly interest charges in the amount of 1.5% of the outstanding balance.
- Estimate Only. The project budget provided above is only an estimate. As noted above, you agree to pay us based on hours actually worked. If, during the course of our work, it becomes apparent to us that the project will require more time than initially budgeted, we will notify you. Furthermore, we will not exceed the budget by more than 10% without advance authorization from you. Regardless of



whether or when we notify you of a change in the estimated budget, however, and regardless of whether we are able to complete the project within the number of hours initially budgeted, you agree to pay us for the hours actually worked by us.

- Ownership of Documents. All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by RSG, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively “Instruments of Service”) shall remain RSG’s property. RSG grants Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with Client’s use on the Project, provided that Client substantially performs its obligations pursuant to this Agreement, including prompt payment of all sums when due to RSG. Client agrees to indemnify and hold RSG harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses), accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.
- Valid for Sixty Days. We have prepared the estimated budget, schedule, and other items of this proposal based on our current capacity and workflow. If you do not accept the proposal within a period of 60 days from the date on which we submitted it to you, we may need to revise the proposal based on then-current facts.

Please notify us as soon as possible if you have questions or concerns about any of the details listed above. Please sign and return this letter if the terms of this proposal are acceptable.

We look forward to working with you.

Sincerely,

**KENNETH KALISKI, P.E., INCE BD. CERT.**  
Principal





Special Meeting

Speaker Township Board Meeting

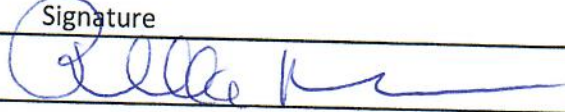
Sign in Sheet

Date: 6/21/23

Printed Name

Signature

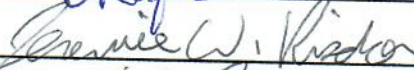
Kella Hoffman



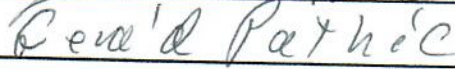
Monique Hoffman



Jeremie Risdin



Geordie Peck



Blank lined area for additional sign-ins.