

STATE OF MICHIGAN JUDICIAL DISTRICT 38th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. <i>14-137111-CZ</i> JUDGE MICHAEL A. WEIPERT
Court address		Court telephone no.

Plaintiff's name(s), address(es), and telephone no(s).

Todd Bruning
 3818 Consear Rd.
 Lambertville, MI 48144

Plaintiff's attorney, bar no., address, and telephone no.

Schaedler & Lacasse, PC
 Phillip A. Schaedler P35047 David E. Lacasse P71174
 201 W. Maumee St.
 Adrian, MI 49221
 Tel. 517-263-2832

Defendant's name(s), address(es), and telephone no(s).

Bedford Township, Monroe County, Michigan
 and The Bedford Township Board of Trustees
 8100 Jackman Rd. PO Box H
 Temperance, MI 48182 Tel. 734-847-6791

v

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued

11/21/14

This summons expires

02/00/15

Court clerk

[Signature]

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***Family Division Cases**

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)
 Bedford Township, Monroe County, Michigan

Defendant(s) residence (include city, township, or village)
 Bedford Township, Monroe County, Michigan

Place where action arose or business conducted
 Bedford Township, Monroe County, Michigan

Date

11/18/14

Signature of attorney/plaintiff

[Signature: Phillip A. Schaedler]

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

PROOF OF SERVICE**SUMMONS AND COMPLAINT**

Case No. _____

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE****OR**☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- ☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,
together with _____

_____ List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on

Day, date, time

on behalf of _____

Signature _____

STATE OF MICHIGAN
38th CIRCUIT COURT FOR THE COUNTY OF MONROE

TODD BRUNING,
Plaintiff

v.

BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN
AND THE BEDFORD TOWNSHIP BOARD OF TRUSTEES
Defendant

Phillip A. Schaedler P-35047
David E. Lacasse P-71171
Schaedler & Lacasse, PC
201 W. Maumee Street
Adrian, Michigan 49221
517-263-2832

Case No. 14-137111-CZ
Honorable
Circuit Court Judge

JUDGE MICHAEL A. WEIPERT

COMPLAINT FOR DECLARATORY & INJUNCTIVE RELIEF

There are no other legal actions pending between these parties
arising out of the same or similar facts or circumstances in
this or any other court in this or any other state.

NOW COMES PLAINTIFF, through his attorney's Schaedler & Lacasse PC and for his
Complaint alleges as follows:

NATURE OF PLAINTIFFS' CLAIMS

1. This lawsuit arises from violations of Plaintiffs' constitutional rights under the Constitution of the State of Michigan of 1963.
2. Defendant seeks to fund a contract with a private, non-profit corporation via special assessment for the purpose of providing the public with services which are otherwise required to be provided to Defendant and the citizens of Bedford Township by the members of the private, non-profit corporation in their roles as volunteer fire fighters for the Defendant's volunteer fire department.
3. The benefit conferred on the public through the funding of the subject contract is illusory and the Defendant has failed to exercise any management or control over the funding such that,

in the absence of specific legislation authorizing the subject expenditure, it is unlawful to fund the private non-profit corporation even though the activity is for the public benefit.

JURISDICTION AND VENUE

4. Jurisdiction is conferred by MCL § 600.601 and § 600.605 and by MCR, 2.605.

PARTIES

5. Plaintiff Todd owns real property, resides and pays taxes in Bedford Township, Monroe County, Michigan.
6. Defendant Bedford Township is a general law township and Michigan Municipal Corporation located in Monroe County, Michigan.
7. Defendant Bedford Township Board of Trustees is the local legislative and governing body empowered by Bedford Township, Monroe County, Michigan, to exercise governmental and proprietary authority and perform governmental and proprietary functions.

COMMON FACTS

8. On December 18, 1990 the Bedford Township Board proposed to adopt a resolution attached as Exhibit A regarding the creation of a special assessment district to supplement the Bedford Township Volunteer Fire Departments training budget.
9. A first public hearing on the adoption of Exhibit A was held on January 15, 1991 purportedly after publication and notice by first class mail to all property owners within the corporate boundaries of Bedford Township.
10. Following the Public Hearing on January 15, 1991, the Bedford Township Board, at its regular meeting of January 15, 1991 adopted the resolution attached as Exhibit B.
11. A second public hearing on the adoption of Exhibit B and approval of the special assessment role was held on February 5, 1991 purportedly after publication and notice by first class mail to all property owners within the corporate boundaries of Bedford Township.
12. Following the Public Hearing on February 5, 1991, the Bedford Township Board, at its regular meeting of February 5, 1991 adopted the resolution attached as Exhibit C and confirmed the special assessment roll thereby creating Bedford Township Fire Department Special Assessment District No. 1 and imposing on all parcels of land in Bedford Township an annual assessment of \$9.75 per parcel.

13. There is no evidence that public notice of intent to renew was given or that public hearing on the issue of renewal was held on whether to renew the Bedford Township Fire Department Special Assessment District No. 1 in fiscal 1992.

14. On August 17, 1993, pursuant to notice published in The Monroe Guardian on August 2, 1993, the Bedford Township Board conducted a public hearing at which it was determined to continue the Bedford Township Fire Department Special Assessment District No. 1 for 1993 and reduce the assessment to \$9.15 per parcel on all parcels of land in Bedford Township.

15. On August 16, 1994, pursuant to notice published in The Monroe Evening News on August 3, 1994, the Bedford Township Board conducted a public hearing at which it was determined to continue the Bedford Township Fire Department Special Assessment District No. 1 for 1994 and reduce the assessment to \$9.00 per parcel on all parcels of land in Bedford Township.

16. There is no evidence that public notice of intent to renew was given or that a public hearing on the issue of renewal was held on whether to renew the Bedford Township Fire Department Special Assessment District No. 1 in fiscal 1995.

17. On August 20, 1996, pursuant to notice published in The Monroe Evening News on August 10, 1996, and The Monroe Guardian on August 11 and August 18, 1996, the Bedford Township Board conducted a public hearing at which it was determined to continue the Bedford Township Fire Department Special Assessment District No. 1 for 1996 and for all subsequent years without benefit of an annual public hearing to review the continuation thereof and to increase the assessment to \$9.75 per parcel on all parcels of land in Bedford Township for all subsequent years.

18. The premise of the resolution adopted on December 18, 1990 was that additional monies were required to "continue the quality of operation" of the volunteer fire department because of increases in state mandated training programs.

19. The resolution provided to the public prior to the January 15, 1991 public hearing and upon which the Bedford Township Board conducted the public hearing on January 15, 1991, differs materially and substantially from the resolution adopted following the Bedford Township Board on December 18, 1990.

20. The purpose of the resolution adopted by the Bedford Township Board after the public hearing on January 15, 1991 was to provide and pay for "certain annual fire department maintenance costs."

21. Contrary to the language of the resolution adopted by the Bedford Township Board on January 15, 1991, there is no evidence that any estimates of the actual cost for the provision of "certain annual fire department maintenance costs" were sought or received by the Bedford Township Board prior to the January 15, 1991 public hearing other than the two contracts with the Temperance and Lambertville Fire Fighters Associations which are arbitrarily predicated on the amount of the anticipated revenues generated by the creation of the special assessment district.

22. At the public hearing conducted on January 15, 1991, Clayton Moon, then Chief of Department #2 emphasized to those present that the revenues to be realized from the creation of the proposed special assessment district were to be used to defray rising training expenses associated with the operation of the volunteer fire department, and to allow the department to conduct activities other than fighting fires such as inspections, site plan reviews, community training activities, et cetera (See Minutes of Public Hearing of January 15, 1991 attached as Exhibit D).

23. The contracts with the Temperance and Lambertville Fire Fighters Associations provide that the revenues generated by Bedford Township Fire Department Special Assessment District No. 1 shall be used to provide the following services:

- a. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on the ... fire station.
- b. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on all Bedford Township Fire Department trucks and vehicles located at ...fire station.
- c. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on all Bedford Township Fire Department equipment, clothing, and all other personalty owned by Bedford located at the ...fire station (See Contracts with Temperance and Lambertville Fire Fighters Association attached as Exhibit Eand F).

24. None of the resolutions adopted by the Bedford Township Board for the approval of Bedford Township Fire Department Special Assessment District No. 1 contain any reference to any specific statute authorizing the creation of a special assessment district for the purpose of funding a maintenance project or a volunteer fire department.

25. No estimates or bids were ever obtained to establish the actual cost to provide the services specified in the contracts with the respective fire fighters associations.

26. The services for which the revenues generated by the Bedford Township Fire Department Special Assessment District No. 1 are paid by Bedford Township to the respective fire fighter's associations are those usually and customarily provided by volunteer fire department staff as a matter of routine daily function. In fact the specific services are required to be performed by volunteer fire department staff pursuant to the certification standards of International fire Code published by the International Code Council, the National Fire Protection Association and Part 74. Fire Fighting (as amended) of the General Industry Safety Standards as promulgated by the Michigan Department of Licensing and Regulatory Affairs, being R408.17401 et. seq.; and, R401.17461.

27. Bedford Township volunteer firefighters are compensated on a per run basis which compensation includes payment for ensuring that after each run fire department vehicles, equipment and facilities along with each firefighter's personal protective gear is returned to a state of good repair and readiness for the next response.

28. On information and belief the funds generated by Bedford Township Fire Department Special Assessment District No. 1 and paid to the respective fire fighters associations by Bedford Township are used to fund private purposes such as: time and service bonuses, summer and winter bonuses to fire fighters and their family members, buying birthday and retirement gifts, funding holiday and birthday parties, buying dinners and drinks for members and officers during association meetings and paying for trips to sporting events and amusement parks for fire fighter association members and their families (See Affidavit of Todd Bruning attached as Exhibit G) .

29. Customary and usual maintenance on the various fire stations and equipment is funded from dedicated township funds that are budgeted for annually and paid for through the collection of the townships police and fire millage.

COUNT I
Constitutional Violation
1963 Const. Art VII, §26
LENDING OF CREDIT FOR WITHOUT AUTHORITY

30. Plaintiff incorporates by reference paragraphs 1 through 29 above as though fully stated herein.

31. A township cannot lend its credit for any private purpose or even public purpose except as provided by law.

32. There is no specific statutory authority permitting the township to contract with a private, non-profit corporation and to create a special assessment district for the purpose of funding janitorial and preventive maintenance services to fire stations or the provision of routine light maintenance to fire department equipment, clothing and other personalty.

33. The services for which the special assessment funding is provided are services which must be provided in the normal course of fire department operations in order to maintain the fire department's accreditation under the standards of the International fire Code published by the International Code Council, the National Fire Protection Association and Part 74. Fire Fighting (as amended) of the General Industry Safety Standards as promulgated by the Michigan Department of Licensing and Regulatory Affairs, being R408.17401 et. seq.; and, R401. 17461.

34. Those standards require that a fire department will perform all of the contracted for functions as often as is necessary to keep the fire station and its trucks, equipment, clothing and other personalty in a clean and usable state at all times therefore no governmental function is being advanced by the provision of additional funding.

COUNT II
Constitutional Violation
1963 Const. Art XI, §18
IMPERMISSIBLE LENDING OF CREDIT

35. Plaintiff incorporates by reference paragraphs 1 through 34 above as though fully stated herein.

36. A township may not lend its credit to any person, association or corporation (Michigan Constitution Article IX, §18).

37. The Defendant pays for and is entitled to receive the contracted for services from the members of fire fighters associations in their roles as volunteer firemen without funding a contract for the provision of such services hence the township receives no value in return for the payment of the money collected pursuant to Bedford Township Fire Department Special Assessment District No. 1.

38. The Defendant maintains no management or control over the expenditure of the funds collected pursuant to Bedford Township Fire Department Special Assessment District No. 1 and thereafter disbursed to the fire fighter's associations under the terms of their respective contracts.

39. The payment of the funds collected pursuant to Bedford Township Fire Department Special Assessment District No. 1 and thereafter disbursed to the respective fire fighter's associations provides no public benefit but is, instead, used for private purposes.

COUNT III
Constitutional Violation
1963 Const. Art VII, §34
EXERCISE OF POWERS NOT FAIRLY IMPLIED

40. Plaintiff incorporates by reference paragraphs 1 through 39 above as though fully stated herein.

41. A township has only those powers that are fairly implied and not prohibited by the constitution (Michigan Constitution Article VII, §34).

42. The services contracted for are required to be provided by the fire department in order to maintain its certification.

43. In order to fulfill the public purpose test the service contracted for must be authorized by statute and must be managed and controlled by the township (cite).

44. The services and expenditures for which Bedford Township has contracted with the fire fighters associations and for which the township has adopted Bedford Township Fire Department Special Assessment District No. 1 are not specifically authorized by statute and cannot be fairly implied to be so authorized.

46. Bedford Townships contract with the fire fighters associations does not provide value commensurate with the cost of the service provided and on information and belief the services provide pursuant to the contract can be obtained at a fraction of the cost of the contract.

46. The contract between Bedford Township and the respective fire fighters associations for light maintenance, janitorial and cleaning services is a sham.

47. The funding of the contract by special assessment amounts to no more than a donation by Bedford Township to the respective fire fighters associations in furtherance of their private purposes.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Todd Bruning prays this Honorable court enter Judgment against Defendants providing:

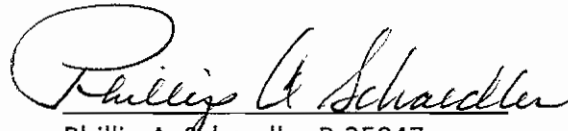
a. For declaratory relief holding that Bedford Township has violated the Michigan Constitution of 1963;

b. For injunctive relief restraining present and future township boards of Bedford Township, Monroe County from collecting Bedford Township Fire Department Special Assessment District No. 1 and from funding Bedford Township Maintenance Agreement with Temperance Fire Fighters Association and Bedford Township Maintenance Agreement with Lambertville Fire Fighters Association.

- c. For attorneys' fees and costs; and
- d. For such further relief as is just and equitable.

Respectfully submitted,

Dated: 11/18/14

A handwritten signature in cursive script, reading "Phillip A. Schaedler". The signature is written in black ink and is positioned above the printed name and address.

Phillip A. Schaedler P-35047

David E. Lacasse P-71171

Schaedler & Lacasse, PC

201 W. Maumee Street

Adrian, Michigan 49221

517-263-2832

EXHIBIT A

RESOLUTION

WHEREAS the Bedford Township Board, Monroe County Michigan, operates a fire department for the benefit of its citizens known as the Bedford Township Fire Department, and

WHEREAS the monies for operation of said department is provided by the Township Board in the General Fund Budget on an annual basis, and

WHEREAS increased growth in the Township as well as state-mandated training programs for volunteer firemen has greatly impacted the amount of monies needed for this operation, and

WHEREAS revenues generated in the General Fund Budget have not increased at the same rate as the increased cost for operations, and

WHEREAS it is the desire of the Bedford Township Board to continue the quality of operation of said fire department, and

WHEREAS to do so the Bedford Township Board has determined by its own initiative to establish a Special Assessment District to defray the cost of a portion of said fire department operations, and

WHEREAS the Bedford Township Board has further tentatively determined that the special assessment will be spread equally on a per property basis, and

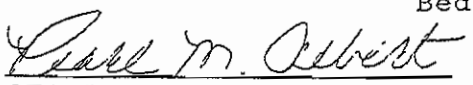
WHEREAS in accordance with the state statutes, a Public Hearing must be held for the purpose of hearing objections to the creation of such special district and the levying of special assessments on the lands located in such district,

NOW, THEREFORE, BE IT RESOLVED that the Bedford Township Board, Monroe County, Michigan hereby sets said Public Hearing to be held on Tuesday, January 15, 1991, beginning at 7:30 p.m. and further tentatively does declare its intention to pursue the proposed fire department maintenance project and the Township-wide special assessment to pay for said maintenance project.

BY ORDER OF THE BEDFORD TOWNSHIP BOARD

BY: 

BEVERLY S. HAMMERSTROM, CMC/AAE
Bedford Township Clerk

ATTEST: 

PEARL M. ALBERT, Supervisor

DATE ADOPTED: December 18 1990

EXHIBIT B

SECOND RESOLUTION TO ESTABLISH THE BEDFORD TOWNSHIP
FIRE DEPARTMENT SPECIAL ASSESSMENT DISTRICT NO. 1

THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, COUNTY OF
MONROE, STATE OF MICHIGAN, RESOLVES:

WHEREAS, by prior resolution, the Township Board of the
Township of Bedford, has initiated on its own the process of estab-
lishing a special assessment district to be known as the Bedford
Township Fire Department Special Assessment District No. 1, to pay
for a proposed annual maintenance project for the Bedford Township
Fire Department, and has tentatively declared its intention to
establish said Bedford Township Fire Department Special Assessment
District No. 1; and

WHEREAS, certain written maintenance contracts with the
Temperance Firefighters Association and the Lambertville Firefighters
Association have been entered into by the Township Board of the
Township of Bedford, which are subject to the establishment of
the Bedford Township Fire Department Special Assessment District
No. 1, and these have been accepted and placed on file with the
Township Clerk, and have been made available for public inspection;
and

WHEREAS, after giving proper notice and publication, the
Township Board of the Township of Bedford did hold a first public
hearing on Tuesday, January 15, 1991, commencing at 7:30 p.m., and
all interested persons having been given the opportunity to be heard
in the matter; and

WHEREAS, at the public hearing an insufficient number of objections were made which would have required the special assessment district to be established only upon petition of the involved property owners pursuant to statute and law; and

WHEREAS, the Township Board agreed, as it had tentatively declared by prior resolution, that the Fire Department maintenance project is in the best interests of the Township and of the real property owners within the proposed special assessment district; and

WHEREAS, there were no revisions, corrections, amendments, or changes to the maintenance project or maintenance contracts related to the proposed special assessment district, nor was any property added to the district or any increase in the estimate of cost made; and

WHEREAS, the Township Supervisor has, in accordance with the resolution of the Township Board of the Township of Bedford, and the law and statute pertinent thereto, and in keeping with the special assessment district plan as approved by the Township Board of the Township of Bedford, prepared the special assessment roll in the total amount of \$ 975 per parcel, covering all the parcels of land in the Township of Bedford, which is the entire area of the Bedford Township Fire Department Special Assessment District No. 1, according to the relation of the benefit to each parcel of land to the total benefit of all parcels of land in such special assessment district, and she has in connection therewith affixed thereto her certificate as required by said resolution;

NOW THEREFORE, pursuant to the authority vested in this Township Board pursuant to statute and law, the Township Board of the Township of Bedford resolves as follows:

RESOLVED, that the Township Board of the Township of Bedford does hereby formally and finally approve the Bedford Township Fire Department maintenance project, in conformity with the written maintenance contracts entered into with the Temperance Firefighters Association and the Lambertville Firefighters Association, along with the estimate of costs in the total amount of \$ 9⁷⁵ per parcel; and it was further

RESOLVED, that the Township Board of the Township of Bedford does hereby approve and adopt the special assessment district for the Bedford Township Fire Department maintenance project, to be known as the Bedford Township Fire Department Special Assessment District No. 1, and it was further

RESOLVED, that the Bedford Township Fire Department Special Assessment District No. 1 be and hereby is formally established, whereby the estimated cost will be spread equally between the involved property owners, to be paid in an annual amount of \$ 9⁷⁵ per parcel; and it was further

RESOLVED, that the Bedford Township Fire Department Special Assessment District No. 1, within which the cost of the Bedford Township Fire Department maintenance project shall be assessed according to the above plan, shall be formally and finally established and designated as including the following described area within the Township:

All real property within the legal Township municipal limits of the Township of Bedford, Monroe County, Michigan;

and it was further

RESOLVED, that the special assessment roll as prepared and presented by the Township Supervisor be filed with the Township Clerk and be made available for public examination and inspection during regular working hours of the Township from the present date until the public hearing to review said special assessment roll; and it was further

RESOLVED, that the Township Board of the Township of Bedford shall meet at the Bedford Township Hall on Tuesday, February 5, 1991 at 7:00 p.m. to review the special assessment roll as prepared and presented by the Township Supervisor, and to hear the objections thereto; and it was further

RESOLVED, that the Township Supervisor and the Township Clerk shall do and perform any and all acts or things which may be appropriate or necessary to comply with the law in continuing the procedures to establish the Bedford Township Fire Department Special Assessment District No. 1 as herein defined; and it was further

RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

I, Beverly S. Hammerstrom, Township Clerk of the Township of Bedford, do hereby certify that this Resolution was approved and adopted by the Township Board of the Township of Bedford, County of Monroe, State of Michigan, at a regular meeting of the Township Board held at the Township Hall in Temperance, Michigan, on the 15th day of January, 1991.

Vote on said Resolution, 6 members being present and 1 members being absent was as follows:

In favor of the Resolution: 6

Against the Resolution: 0

Abstaining: _____


BEVERLY S. HAMMERSTROM, CMC/AAE
Bedford Township Clerk

ATTEST:

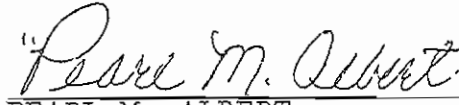

PEARL M. ALBERT,
Bedford Township Supervisor

EXHIBIT C

THIRD AND FINAL RESOLUTION TO ESTABLISH THE
BEDFORD TOWNSHIP FIRE DEPARTMENT
SPECIAL ASSESSMENT DISTRICT NO. 1

THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, COUNTY OF
MONROE, STATE OF MICHIGAN, RESOLVES:

WHEREAS, the Township Board of the Township of Bedford on its own motion initiated and followed through with the procedures to establish the Bedford Township Fire Department Special Assessment District No. 1 to pay for a proposed annual maintenance project for the Bedford Township Fire Department, and a first public hearing was held on January 15, 1991 to review said special assessment district and the Fire Department maintenance project that had been proposed, and the Township Supervisor having prepared and filed her special assessment roll; and

WHEREAS, after giving proper notice and publication, the Township Board of the Township of Bedford did hold a second public hearing on the 5th day of February, 1991, commencing at 7:00 o'clock p.m., wherein the special assessment roll prepared and presented by the Township Supervisor was reviewed; and

WHEREAS, comments were received from those present at such public hearing concerning said special assessment roll and the opportunity was given to all present to be heard in the matter, and the Township Board did discuss and review same; and

WHEREAS, there were no revisions, corrections, amendments, or changes to the special assessment roll; and

WHEREAS, the Township Board of the Township of Bedford has duly inspected and reviewed the proposed special assessment roll, and considered all of the comments received and any proposed revisions, corrections, amendments, or changes thereto, and has found the proposed special assessment roll to be correct, just and reasonable, and that as a result, believes that it would be in the best interests of those property owners within the Bedford Township Fire Department Special Assessment District No. 1 and all of the Township residents in general, to proceed forward on the establishment of the Bedford Township Fire Department Special Assessment District No. 1;

NOW THEREFORE, pursuant to the authority vested in this Township Board pursuant to statute and law, the Township Board of the Township of Bedford resolves as follows:

RESOLVED, that the Township Board of the Township of Bedford hereby accepts, adopts, confirms, approves, and ratifies the special assessment roll as prepared and filed by the Township Supervisor, as may have been amended, and hereby designates the special assessment district to hereafter be known as the Bedford Township Fire Department Special Assessment District No. 1; and it was further

RESOLVED, that the special assessment district shall be confirmed as including the following property:

All real property within the legal Township municipal limits of the Township of Bedford, Monroe County, Michigan,

and it was further

RESOLVED, that the Township Clerk of the Township of Bedford shall endorse on said Bedford Township

Fire Department Special Assessment District No. 1 special assessment roll this date of the confirmation of said special assessment roll; and it was further

RESOLVED, that the special assessment in the estimated amount of \$9.75 per parcel shall be spread equally among the record owners or parties in interest of the parcels or lots within the special assessment district as confirmed herein and as shown on the special assessment roll, and that each such record owner or party in interest shall be specially assessed the estimated amount of \$9.75 per parcel, all as more fully approved and adopted by prior resolution; and it was further

RESOLVED, that the estimated special assessment amount per affected property owner in the amount of \$9.75 per parcel shall be billed and become payable in full in a lump sum without interest, on December 1, 1991, and shall continue to be payable on each day thereafter until on or before February 14, 1992, all as more fully approved and adopted by prior resolution; and it was further

RESOLVED, that if an assessment is not paid on or before February 14, 1992, then said assessment shall be considered delinquent and there shall be collected by the Township Treasurer a penalty at the rate of one percent (1%) for each month, or fraction thereof, during which the assessment remains unpaid; and it was further

RESOLVED, that the Township Clerk shall deliver to the Township Treasurer the special assessment roll, as confirmed herein, immediately following this date, to which she shall attach her warrant commanding the Township Treasurer to collect the special assessment in accordance with this and prior resolutions, and in accordance with pertinent law and statutes; and it was further

RESOLVED, that the Township Clerk shall further state in her warrant to the Township Treasurer that she is required on the 1st day of September 1992, that being the date following the date when such assessments have become due, to submit to the Township Board of the Township of Bedford a sworn statement setting forth the names of

the persons delinquent, if known, a description of the parcels of land upon which there are delinquent assessments, and the amount of such delinquency, including approved penalties computed to September 1 of such year; and it was further

RESOLVED, that all special assessments contained in the special assessment roll, shall from the date of the confirmation of the roll provided for herein, constitute a lien upon the respective parcels of land assessed and such liens shall be of the same character and effect as a lien created for Township property taxes, and shall include accrued interest and penalties; and it was further

RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

I, Beverly S. Hammerstrom, Township Clerk of the Township of Bedford, do hereby certify that this Resolution was approved and adopted by the Township Board of the Township of Bedford, County of Monroe, State of Michigan, at a regular meeting of the Township Board held at the Township Hall in Temperance, Michigan, on the 5th day of February, 1991.

Vote on said Resolution, 7 members being present and 7 members being absent was as follows:

In favor of the Resolution:

Against the Resolution:

Abstaining:

Albert, Ben, Barry, Dindoff, Hammerstrom, M, Shelly
None
None

BEVERLY S. HAMMERSTROM CMC/AE
Bedford Township Clerk

ATTEST:

Pearl M. Albert
PEARL M. ALBERT

EXHIBIT D

MINUTES - PUBLIC HEARING
PROPOSED SPECIAL ASSESSMENT DISTRICT FOR FIRE DEPARTMENTS
BEDFORD TOWNSHIP HALL
8100 JACKMAN ROAD, TEMPERANCE, MICHIGAN
JANUARY 15, 1991

PRESENT:

Pearl Albert, Supervisor
Beverly Hammerstrom, Clerk
Sherri Meyer-Smalley, Treasurer
Medford Barr, Trustee
Walter Dindoffer, Trustee
Dennis Steinman, Trustee

EXCUSED:

Joe Berry, Trustee

ALSO PRESENT:

Andy Gurecky, Finance Director
Tom Graham, Attorney

The Public Hearing was called to order by Supervisor Albert at 7:30 p.m. The Clerk read the notice of the Public Hearing which had been duly published and mailed to every property owner of record in the Township.

Graham explained the background behind the proposed Special Assessment District and the procedures to be followed by law. Gurecky explained the financial basis for arriving at the figure of \$9.75 per parcel.

The Clerk then read written comments received from the following residents: Henry F. and Rita Drabek, 1232 Ashland, Temperance; Joe W. Berry, 6730 Summerfield, Temperance; Father Robert Haener and Dr. William N. Paul on behalf of the South Monroe County Ministerial Association; and Judith A. Reitz, 7624 Bridgeway, Temperance. A motion made by Hammerstrom and seconded by Dindoffer to place these documents on file carried.

Albert then set the ground rules for the Public Hearing and opened it to Public Comment.

Lee Meyer, 7340 Kirkwood, Temperance, questioned how mobile homes would be assessed and asked if land owners would be assessed on a parcel basis. He stated he was in favor of the proposal if it did not increase millage each year, and further stated that he felt this was a fairer method than the coin cards because in the past those who did not contribute received the same benefit of protection as those who did. Graham explained that this totally unrelated to millage and must be reviewed on an annual basis with notice to the public. Gurecky addressed the Township tax rate which this past year dropped 1.6 mills on the Township portion.

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Henry Tiejan, 3248 Underhill, also expressed concern about mobile homes located in parks not having to pay and asked for an explanation of "real property". He wanted the Township to do something about the way mobile homes are taxed.

Bob Goodson, 7514 Wellsley, Lambertville, complimented the firemen for their services explaining that he works at Sharon Manufacturing and the Local UAW unit there support the Fire Department. He asked for an explanation in regard to the expenses of running the Fire Department. Gurecky explained that the expenses are encompassed in several different activities and funds. He further explained the Fire Capital Equipment Fund approved by the voters which can only be used for specific purposes. Goodson also felt this was an equitable way to finance.

Tom Cairl, 1035 W. Temperance, also agreed but asked if there would be a cap on this and had concerns for people on fixed incomes. Graham explained the annual hearing required to set the rate, so the cap is set on an annual basis. The Homestead and Circuit Breaker exemptions were explained briefly.

Joseph Urbaniak, 8091 Lewis, questioned the administrative costs. Gurecky explained that these are the out-of-pocket expenses for printing and mailing as required by law.

Ted Hueter, 2037 Briarwood, felt the Fire Departments should receive the money. He asked questions in regard to percentage of Township budget used for fire departments, expressed concerns about the mobile homes and questioned the impact of growth in the Township. Gurecky explained how the growth is offset by the rollbacks.

Clayton Moon, 3490 Woodmont, Chief of Department #2, addressed the intent of the firemen in regard to this request and explained the training requirements, 30 - 40 hours utilized for coin card collection, number of runs annually, age of equipment, and the many duties of the firemen in addition to fires, i.e. school inspections, drills, review of site plans, court appearances, CPR classes conducted for Cub Scouts, reports, etc. He explained that the departments are currently working on computer programs which will provide better protection and explained how the efficiency of the fire departments lowered citizens' insurance rates.

Ed Simpson, 7116 Heather, asked for an explanation of how the \$9.75 was figured; Gurecky explained.

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John Webb, 1992 Stoneybrook, questioned the contracts made with the departments for maintenance.


Margaret Charlesworth, 1114 W. Temperance, attested to the fact that firemen did an excellent job and requested an itemized statement be turned in for their expenses. Albert explained how the contract worked and the reporting procedures required by law. Charlesworth suggested getting citizen volunteers to collect the coin cards on behalf of the firemen so that mobile home parks could be canvassed as well. She approved the concept.

Vi Sykewski, 6255 Telegraph, stated that she lives in a mobile home but has always contributed to the coin card collection. Albert explained that while she would not be assessed directly she could continue to contribute to the departments.

Orrin Smith, 225 Hickory, asked for a breakdown of the administrative fee again.

Nick Preketes, 8352 Galloway, objected just to preserve his right to protest at the Tax Tribunal.

There being no further comments, Albert adjourned the Public Hearing at 9:00 p.m.



BEVERLY S. HAMMERSTROM, CMC/AAE
Bedford Township Clerk

EXHIBIT E

BEDFORD TOWNSHIP MAINTENANCE AGREEMENT
WITH TEMPERANCE FIREFIGHTERS ASSOCIATION

This Bedford Township Maintenance Agreement with Temperance Firefighters Association, ("Temperance Firefighters Agreement") is made this 18th day of December, 1990, by and between the Township of Bedford, a Monroe County, Michigan Municipal Corporation, whose Township offices are located at 8100 Jackman Road, Temperance, (Bedford Township), Monroe County, Michigan 48182, ("Bedford"), and Temperance Firefighters Association, a Michigan Non-Profit Corporation, 1106 West Temperance Road, Temperance, (Bedford Township), Monroe County, Michigan 48182, ("Temperance Firefighters").

WHEREAS, Bedford operates a fire department for the benefit of its citizens known as the Bedford Township Fire Department; and

WHEREAS, the Bedford Township Fire Department is currently operated out of two (2) fire stations, one located in Temperance, (Bedford Township), Monroe County, Michigan, and the other located in Lambertville, (Bedford Township), Monroe County, Michigan; and

WHEREAS, the Bedford Township Fire Department is currently a wholly volunteer fire department; and

WHEREAS, the volunteer firemen assigned to the Temperance fire station have formed an association among themselves, and organized as a Michigan Non-Profit Corporation, (Temperance Firefighters); and

WHEREAS, Bedford has a need to contract with an outside organization to perform certain functions with respect to the fire stations and fire department equipment kept at the fire stations; and

WHEREAS, Temperance Firefighters is willing to provide those maintenance services required of Bedford for a certain fee; and

WHEREAS, Bedford and Temperance Firefighters wish to enter into a written contract for the maintenance work to be provided by Temperance Firefighters and the payment to be provided by Bedford; and

WHEREAS, Bedford and Temperance Firefighters mutually agree and understand that Bedford can only pay the monies due under the proposed maintenance contract for as long as a certain special assessment district is in place and paying enough money to cover the contract monies owed; and

WHEREAS, Bedford has been paying certain sums to Temperance Firefighters in the amount of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars annually, for a small portion of the maintenance work to be included in this Temperance Firefighters Agreement, and both Bedford and Temperance Firefighters agree that this Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollar annual amount is to be eliminated as a separate budget item and is to be included within this Temperance Firefighters Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Term. The term of this Temperance Firefighters Agreement for purposes of execution and extensions shall be the one (1) year beginning on the date when this Agreement is executed and ending one (1) year thereafter. The term of this Temperance Firefighters Agreement for all other purposes, including services and payment, shall be the fiscal year of Bedford beginning on July 1, 1991 and ending on June 30, 1992.

2. Contract Services. Temperance Firefighters will provide to Bedford, the following services to be performed with respect to the Temperance fire station located at 1106 West Temperance Road, Temperance, (Bedford Township), Monroe County, Michigan:

a. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on the Temperance fire station.

b. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on all Bedford Township Fire Department trucks and vehicles located at the Temperance fire station.

c. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on all Bedford Township Fire Department equipment, clothing, and all other personalty owned by Bedford located at the Temperance fire station.

Temperance Firefighters agrees to perform all of the above functions as often as is necessary to keep the Temperance fire station, and its trucks, vehicles, equipment, clothing, and other personalty in a clean and usable state at all times. Temperance Firefighters

shall not be obligated, as part of its responsibilities, to replace any part of the Temperance fire station, or Bedford's trucks, vehicles, equipment, clothing, or other personalty, or perform any major repair work with respect to any of said items. It is expressly understood by Bedford and Temperance Firefighters that Temperance Firefighters does not have the expertise, and is therefore not responsible to perform vehicle and truck repairs, or repairs to complicated firefighting equipment.

3. Payment Amount. Bedford agrees to pay Temperance Firefighters the amount of Forty Thousand and No/100 (\$40,000.00) Dollars for the fiscal year to begin July 1, 1991 and end June 30, 1992, so long as Temperance Firefighters performs its obligations and duties under this Temperance Firefighters Agreement.

4. Payment Procedures. Payment of said Forty Thousand and No/100 (\$40,000.00) Dollars shall be made by Bedford to Temperance Firefighters out of the special assessment fund which is to be established, and which is hereinafter referred to. Payments shall be made by Bedford to Temperance Firefighters on a quarterly basis, in four (4) equal Ten Thousand and No/100 (\$10,000.00) Dollar installments, beginning with the quarter ending September 30, 1991, and continuing for the quarters ending December 31, 1991, March 31, 1992 and June 30, 1992. For those quarters where the special assessment fund is insufficient to pay the Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payment, Bedford will advance or loan monies out of its general fund, or other fund or account, upon terms required by law, to make said payment. Any monies so advanced or loaned must be paid back out of the special assessment fund during

the same fiscal year when borrowed. Each Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payment will be paid to Temperance Firefighters by Bedford no later than the seventh (7th) day after the close of the preceding quarter beginning with the quarter ending September 30, 1991. Payments are due no later than October 7, 1991 (for the September 30, 1991 quarter), January 7, 1992 (for the December 31, 1991 quarter), April 7, 1992 (for the March 31, 1992 quarter), and July 7, 1992 (for the June 30, 1992 quarter). Since there will be a Bedford Township Maintenance Agreement with Lambertville Firefighters Association, in the same form and providing for the same amounts to be paid as this Temperance Firefighters Agreement, one-half (1/2) of the special assessment fund shall be utilized to pay Temperance Firefighters, and the other half shall be utilized to pay the Lambertville Firefighters Association.

5. Payment Name. All payments to be made to Temperance Firefighters pursuant to this Temperance Firefighters Agreement, shall be made by check payable to Temperance Firefighters Association and mailed or delivered to the address of Temperance Firefighters.

6. Maximum Payment. In any event, the maximum amount paid under this Temperance Firefighters Agreement shall be Forty Thousand and No/100 (\$40,000.00) Dollars, unless this Temperance Firefighters Agreement is extended, in which event, the maximum amount paid shall be as specified in any extension agreement, and if there be no amount specified, then the maximum amount shall remain Forty Thousand and No/100 (\$40,000.00) Dollars.

7. Special Assessment Contingency. This Temperance Firefighters Agreement is expressly contingent upon the successful establishment by Bedford of a Township-wide special assessment district established for the sole purpose of funding this Temperance Firefighters Agreement, and the similar Bedford Township Maintenance Agreement with Lambertville Firefighters Association, which must be in place for the July 1, 1991 to June 30, 1992 fiscal year. It is anticipated that the special assessment district will be established sometime during the first six (6) months of 1991. In the event that the special assessment district is not established for the 1991-92 Bedford fiscal year, then this Temperance Firefighters Agreement shall be null and void. If the special assessment district is established for the 1991-92 Bedford fiscal year, then this Temperance Firefighters Agreement shall be in full force and effect.

8. Agreement Extension. This Temperance Firefighters Agreement may be extended on an annual basis, for succeeding Bedford fiscal years, (assuming that the special assessment district was established for the 1991-92 Bedford fiscal year). It shall automatically extend for the next succeeding Bedford fiscal year, unless either party gives written notice to the other party of its intention that the Temperance Firefighters Agreement is to terminate on the next anniversary date of this Temperance Firefighters Agreement, said notice to be given no later than ten (10) days before said next anniversary date. Each extension of this Temperance Firefighters Agreement shall be expressly contingent upon the continuation of the special assessment district to totally fund the Temperance Firefighters Agreement for the next succeeding Bedford fiscal year,

and if said special assessment shall not be continued, or should it terminate or lapse, or for any reason not be in effect for the next succeeding fiscal year, then this Temperance Firefighters Agreement, and any extension shall immediately terminate and be of no further force and effect. Unless Bedford and Temperance Firefighters agree to a different annual payment amount, the annual payment amount for any extension shall be Forty Thousand and No/100 (\$40,000.00) Dollars. In order to change the Forty Thousand and No/100 (\$40,000.00) Dollar annual payment amount, the parties must agree upon said new amount, and upon an extension for the next succeeding fiscal year, no later than ten (10) days before the next anniversary date of this Temperance Firefighters Agreement. In other words, if no other annual payment amount is agreed to, and no written notice to terminate is provided prior to ten (10) days before the anniversary date of this Temperance Firefighters Agreement, then the Agreement will extend for the next succeeding fiscal year upon the same annual payment amount as for the then current fiscal year. If a different annual payment amount is agreed to by Bedford and Temperance Firefighters before ten (10) days prior to the next anniversary date of this Temperance Firefighters Agreement, then the Agreement shall extend for the next succeeding fiscal year for the newly agreed upon annual payment amount. If written notice is provided to the other party of an intention to terminate the Temperance Firefighters Agreement no later than ten (10) days prior to the next anniversary date, then the Temperance Firefighters Agreement shall terminate on said anniversary date. In the event of any extension, either with the same annual payment amount or a new annual payment amount, this Temperance Firefighters Agreement and any extension shall terminate if the special assessment is not continued, or is terminated, or lapsess, or for any reason is not in effect for the next succeeding fiscal year.

9. Reports. Temperance Firefighters agrees to provide Bedford with a quarterly report no later than three (3) days after the end of each quarterly period ending on September 30, 1991, December 31, 1991, March 31, 1992, and June 30, 1992. In other words, Temperance Firefighters Association shall provide a written report to Bedford no later than October 3, 1991, January 3, 1992, April 3, 1992, and July 3, 1992, indicating in general terms the status of the fire hall, and trucks, vehicles, equipment, clothing, and other personalty which are located at the Temperance fire hall, and which are the subject of this Temperance Firefighters Agreement. In addition, in said report, Temperance Firefighters shall specify the amounts previously received from Bedford for the current fiscal year. These reports must be in writing and presented to the Bedford Clerk, who shall make them available to all Bedford board members at the next regular board meeting.

10. Payment Money Use. So long as Temperance Firefighters performs all of its duties and obligations pursuant to this Temperance Firefighters Agreement, all monies paid to Temperance Firefighters by Bedford shall belong to Temperance Firefighters to be used in any manner deemed appropriate by Temperance Firefighters.

11. Notices. All notices, reports, or payments required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by regular mail to the other party at their respective addresses as specified herein.

12. Binding Agreement and No Assignment. The covenants, conditions, and agreements contained in this Temperance Firefighters

Agreement shall bind and inure to the benefit of Bedford and Temperance Firefighters and their respective successors, heirs and assigns, although Temperance Firefighters may not assign this Temperance Firefighters Agreement, or any of its obligations hereunder, to any person or entity other than to a successor of Temperance Firefighters which is substantially the same type of association as is presently in place.

13. Severability. The unenforceability, invalidity, illegality, or unconstitutionality of any provision in this Temperance Firefighters Agreement shall not render the other provisions unenforceable, invalid, illegal, or unconstitutional.

14. Special Payment for First Year. Notwithstanding anything stated herein to the contrary, for the 1991-92 Bedford fiscal year only, and in lieu of the Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payments to be made by October 7, 1991 (for the September 30, 1991 quarter), and January 7, 1992 (for the December 31, 1991 quarter), Bedford shall make a payment of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars to Temperance Firefighters no later than July 2, 1991, Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars no later than October 7, 1991, and Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars no later than January 7, 1992. The normal Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payments for the quarters ending March 31, 1992 and June 30, 1992, shall be made as provided elsewhere in this Temperance Firefighters Agreement.

IN WITNESS WHEREOF, the parties have caused this Temperance Firefighters Agreement to be executed as of the date and year first above written, the execution by the undersigned municipal and corporate officers being in accordance with authority duly vested in them by appropriate action of the Bedford Board of Trustees, and Temperance Firefighters officers and members.

TOWNSHIP OF BEDFORD, A MONROE COUNTY,
MICHIGAN MUNICIPAL CORPORATION

BY: Pearl M. Albert
Pearl M. Albert, Supervisor

BY: Beverly S. Hammerstrom
Beverly S. Hammerstrom, CMC, Clerk

TEMPERANCE FIREFIGHTERS ASSOCIATION,
A MICHIGAN NON-PROFIT CORPORATION

BY: Bryan J. Simmons
Bryan Simmons, Vice-President
Acting as President
(Vacant Position)

ATTEST:

BY: Patrick D. Henes
Patrick D. Henes, Secretary

FIRST AMENDMENT TO BEDFORD TOWNSHIP MAINTENANCE
AGREEMENT WITH TEMPERANCE FIREFIGHTERS ASSOCIATION

This First Amendment to Bedford Township Maintenance Agreement with Temperance Firefighters Association, ("First Amendment") is made this 20th day of August, 1996, by and between the Township of Bedford, a general law township municipal corporation located in Monroe County, Michigan, whose township offices are located at 8100 Jackman Road, Temperance, (Bedford Township), Monroe County, Michigan 48182, ("Bedford"), and Temperance Firefighters Association, a Michigan non-profit corporation, 1106 West Temperance Road, P.O. Box 335, Temperance, (Bedford Township), Monroe County, Michigan 48182, ("Temperance Firefighters").

WHEREAS, Bedford and Temperance Firefighters entered into the Bedford Township Maintenance Agreement with Temperance Firefighters Association on or about December 18, 1990, ("12-18-90 Agreement"); and

WHEREAS, the 12-18-90 Agreement specified that Temperance Firefighters would perform certain cleaning, normal janitorial service and routine light preventative maintenance on the Temperance Fire Station and related equipment located at 1106 West Temperance Road, Temperance, ("Bedford Township"), Monroe County, Michigan, in return for Bedford paying Temperance Firefighters the sum of Forty Thousand and No/100 (\$40,000.00) Dollars annually, that being Ten Thousand and No/100 (\$10,000.00) Dollars per quarter based on a fiscal year of July 1 to June 30; and

WHEREAS, paragraph 8 of the 12-18-90 Agreement provided that said 12-18-90 Agreement would be extended on an annual basis, for succeeding Bedford fiscal years, upon the same terms and conditions, unless either party gave written notice to the other party of its intention to have the terms modified or the 12-18-90 Agreement terminated, and that said notice must be given prior to ten (10) days before the anniversary date of the 12-18-90 Agreement; and

WHEREAS, Temperance Firefighters did give such notice to Bedford of its intention to modify the terms of the 12-18-90 Agreement, prior to ten (10) days before the anniversary date of the 12-18-90 Agreement; and

WHEREAS, Bedford and Temperance Firefighters mutually wish to modify the terms of the 12-18-90 Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Paragraph 3 entitled "Payment Amount", paragraph 4 entitled "Payment Procedures", paragraph 6 entitled "Maximum Payment" and paragraph 8 entitled "Agreement Extension" of the 12-18-90 Agreement are hereby modified, but only as to the total annual contract payment amount of Forty Thousand and No/100 (\$40,000.00) Dollars in paragraph 3, and as to the total annual contract payment amount

of Forty Thousand and No/100 (\$40,000.00) Dollars and quarterly installment payments of Ten Thousand and No/100 (\$10,000.00) Dollars in paragraph 4, and as to the maximum annual contract payment amount of Forty Thousand and No/100 (\$40,000.00) Dollars in paragraph 6, and as to the total annual contract payment amount of Forty Thousand and No/100 (\$40,000.00) Dollars in paragraph 8.

The total annual contract payment amount which Bedford pays to Temperance Firefighters shall no longer be Forty Thousand and No/100 (\$40,000.00) Dollars. The total annual contract payment amount, beginning with the fiscal year July 1, 1996 to June 30, 1997, shall be that amount which, after deducting expenses for maintaining and spreading the special assessment which pays for the total annual contract payment amount, is calculated by taking the number of tax parcels in Bedford, and multiplying that number of parcels by the amount of Nine and 75/100 (\$9.75) Dollars per parcel, and then dividing that amount by two such that one-half shall be payable to Temperance Firefighters and the other one-half shall be payable to Lambertville Firefighters. (Lambertville Firefighters and Bedford have entered into a Bedford Township Maintenance Agreement with Lambertville Firefighters Association dated December 18, 1990, which is being modified at the same time that this First Amendment is being made, and under the same terms and conditions.) The number of parcels subject to the annual Bedford special assessment which pays for the total annual contract payment amount shall determine the number of parcels used for computing the total annual contract payment amount each year. The number of parcels subject to special assessment

is established as of December 31 of the year prior to the year of the special assessment. As an example, if there were ten thousand (10,000) tax parcels within Bedford as of December 31, 1995, then in December of 1996 the annual special assessment would be ten thousand (10,000) tax parcels multiplied by Nine and 75/100 (\$9.75) Dollars, or Ninety-Seven Thousand Five Hundred and No/100 (\$97,500.00) Dollars, which would then be divided by two for the amount payable to Temperance Firefighters, after deducting the allowable expenses. In that example, the total annual contract payment amount for the fiscal year July 1, 1996 to June 30, 1997 would be one-half of Ninety-Seven Thousand Five Hundred and No/100 (\$97,500.00) Dollars, or Forty-Eight Thousand Seven Hundred Fifty and No/100 (\$48,750.00) Dollars, less the allowable expenses. Bedford shall, for the fiscal year beginning July 1, 1996, and if necessary, for any fiscal year thereafter, advance the necessary monies from its general fund to make up for any shortfall from the special assessment amounts collected during the previous year's special assessment collection. Bedford would then pay its general fund back from special assessment amounts collected in the future. The quarterly payment dates shall remain October 7 (for the quarter ending September 30), January 7 (for the quarter ending December 31), April 7 (for the quarter ending March 31), and July 7 (for the quarter ending June 30), but the quarterly payment amounts shall be one-fourth of the total annual contract payment amount each year. In the above example, the quarterly payment amount due October 7, 1996 would be Twelve Thousand One Hundred Eighty-Seven and 50/100 (\$12,187.50) Dollars, less allowable expenses, and the remaining quarterly payments would be similarly calculated. If there would be insufficient monies

from the 1995 special assessment to pay for the October 7, 1996 quarterly payment and/or other quarterly payments, then Bedford would advance the shortfall and retrieve the monies from later special assessment monies when collected. For the fiscal year July 1, 1996 to June 30, 1997, the costs of continuing the special assessment in 1996 would be deducted from the total annual contract payment amount due for said fiscal year. For the fiscal year July 1, 1996 to June 30, 1997, and for all years thereafter, Bedford shall retain any interest earned as a result of holding special assessment funds to offset lost interest for advanced monies and to pay for administrative costs.

B. In all other respects, the 12-18-90 Agreement shall remain in full force and effect, and is hereby confirmed by both parties, subject to the terms of this First Amendment. The term of the 12-18-90 Agreement, as modified by this First Amendment, shall continue on from December 18 to December 18 of each year, for purposes of execution and extensions, but for all other purposes, including services and payment, it shall continue from July 1 to June 30 of each year, unless terminated, or unless said term is modified. The annual contract payment obligation each fiscal year shall be subject to the continuation of the annual Bedford special assessment to pay the total annual contract payment amount.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date and year first above written, the execution by the undersigned municipal and corporate officers being in accordance with authority duly vested in them by appropriate action of the Bedford Board of Trustees, and Temperance Firefighters Officers and Members.

TOWNSHIP OF BEDFORD, A GENERAL
LAW TOWNSHIP MUNICIPAL
CORPORATION LOCATED IN
MONROE COUNTY, MICHIGAN:

By: Pearl M. Albert-Green
Pearl M. Albert-Green,
Township Supervisor

By: Nancy J. Tienivieri
Nancy J. Tienivieri,
Township Clerk

TEMPERANCE FIREFIGHTERS
ASSOCIATION, A MICHIGAN
NON-PROFIT CORPORATION

By: Steve E. Lane
STEVE E. LANE, President

PREPARED BY:

W. Thomas Graham (P-26548)
LENNARD, GRAHAM & GOLDSMITH
222 Washington Street
Monroe, Michigan 48161-2146
Phone: (313) 242-9500

By: Richard E. Morahan
RICHARD E. MORAHAN, Secretary

EXHIBIT F

BEDFORD TOWNSHIP MAINTENANCE AGREEMENT
WITH LAMBERTVILLE FIREFIGHTERS ASSOCIATION

This Bedford Township Maintenance Agreement with Lambertville Firefighters Association, ("Lambertville Firefighters Agreement") is made this 18th day of December, 1990, by and between the Township of Bedford, a Monroe County, Michigan Municipal Corporation, whose Township offices are located at 8100 Jackman Road, Temperance, (Bedford Township), Monroe County, Michigan 48182, ("Bedford"), and Lambertville Firefighters Association, a Michigan Non-Profit Corporation, 3445 Dean Road, Lambertville, (Bedford Township), Monroe County, Michigan 48144, ("Lambertville Firefighters").

WHEREAS, Bedford operates a fire department for the benefit of its citizens known as the Bedford Township Fire Department; and

WHEREAS, the Bedford Township Fire Department is currently operated out of two (2) fire stations, one located in Temperance, (Bedford Township), Monroe County, Michigan, and the other located in Lambertville, (Bedford Township), Monroe County, Michigan; and

WHEREAS, the Bedford Township Fire Department is currently a wholly volunteer fire department; and

WHEREAS, the volunteer firemen assigned to the Lambertville fire station have formed an association among themselves, and organized as a Michigan Non-Profit Corporation, (Lambertville Firefighters); and

WHEREAS, Bedford has a need to contract with an outside organization to perform certain functions with respect to the fire stations and fire department equipment kept at the fire stations; and

WHEREAS, Lambertville Firefighters is willing to provide those maintenance services required of Bedford for a certain fee; and

WHEREAS, Bedford and Lambertville Firefighters wish to enter into a written contract for the maintenance work to be provided by Lambertville Firefighters and the payment to be provided by Bedford; and

WHEREAS, Bedford and Lambertville Firefighters mutually agree and understand that Bedford can only pay the monies due under the proposed maintenance contract for as long as a certain special assessment district is in place and paying enough money to cover the contract monies owed; and

WHEREAS, Bedford has been paying certain sums to Lambertville Firefighters in the amount of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars annually, for a small portion of the maintenance work to be included in this Lambertville Firefighters Agreement, and both Bedford and Lambertville Firefighters agree that this Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollar annual amount is to be eliminated as a separate budget item and is to be included within this Lambertville Firefighters Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Term. The term of this Lambertville Firefighters Agreement for purposes of execution and extensions shall be the one (1) year beginning on the date when this Agreement is executed and ending one (1) year thereafter. The term of this Lambertville Firefighters Agreement for all other purposes, including services and payment, shall be the fiscal year of Bedford beginning on July 1, 1991 and ending on June 30, 1992.

2. Contract Services. Lambertville Firefighters will provide to Bedford, the following services to be performed with respect to the Lambertville fire station located at 3445 Dean Road, Lambertville, (Bedford Township), Monroe County, Michigan:

a. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on the Lambertville fire station.

b. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on all Bedford Township Fire Department trucks and vehicles located at the Lambertville fire station.

c. Clean and perform normal janitorial functions, and perform routine light preventative maintenance on all Bedford Township Fire Department equipment, clothing, and all other personalty owned by Bedford located at the Lambertville fire station.

Lambertville Firefighters agrees to perform all of the above functions as often as is necessary to keep the Lambertville fire station, and its trucks, vehicles, equipment, clothing, and other personalty in a clean and usable state at all times. Lambertville Firefighters

shall not be obligated, as part of its responsibilities, to replace any part of the Lambertville fire station, or Bedford's trucks, vehicles, equipment, clothing, or other personalty, or perform any major repair work with respect to any of said items. It is expressly understood by Bedford and Lambertville Firefighters that Lambertville Firefighters does not have the expertise, and is therefore not responsible to perform vehicle and truck repairs, or repairs to complicated firefighting equipment.

3. Payment Amount. Bedford agrees to pay Lambertville Firefighters the amount of Forty Thousand and No/100 (\$40,000.00) Dollars for the fiscal year to begin July 1, 1991 and end June 30, 1992, so long as Lambertville Firefighters performs its obligations and duties under this Lambertville Firefighters Agreement.

4. Payment Procedures. Payment of said Forty Thousand and No/100 (\$40,000.00) Dollars shall be made by Bedford to Lambertville Firefighters out of the special assessment fund which is to be established, and which is hereinafter referred to. Payments shall be made by Bedford to Lambertville Firefighters on a quarterly basis, in four (4) equal Ten Thousand and No/100 (\$10,000.00) Dollar installments, beginning with the quarter ending September 30, 1991, and continuing for the quarters ending December 31, 1991, March 31, 1992 and June 30, 1992. For those quarters where the special assessment fund is insufficient to pay the Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payment, Bedford will advance or loan monies out of its general fund, or other fund or account, upon terms required by law, to make said payment. Any monies so advanced or loaned must be paid back out of the special assessment fund during

the same fiscal year when borrowed. Each Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payment will be paid to Lambertville Firefighters by Bedford no later than the seventh (7th) day after the close of the preceding quarter beginning with the quarter ending September 30, 1991. Payments are due no later than October 7, 1991 (for the September 30, 1991 quarter), January 7, 1992 (for the December 31, 1991 quarter), April 7, 1992 (for the March 31, 1992 quarter), and July 7, 1992 (for the June 30, 1992 quarter). Since there will be a Bedford Township Maintenance Agreement with Temperance Firefighters Association, in the same form and providing for the same amounts to be paid as this Lambertville Firefighters Agreement, one-half (1/2) of the special assessment fund shall be utilized to pay Lambertville Firefighters, and the other half shall be utilized to pay the Temperance Firefighters Association.

5. Payment Name. All payments to be made to Lambertville Firefighters pursuant to this Lambertville Firefighters Agreement, shall be made by check payable to Lambertville Firefighters Association and mailed or delivered to the address of Lambertville Firefighters.

6. Maximum Payment. In any event, the maximum amount paid under this Lambertville Firefighters Agreement shall be Forty Thousand and No/100 (\$40,000.00) Dollars, unless this Lambertville Firefighters Agreement is extended, in which event, the maximum amount paid shall be as specified in any extension agreement, and if there be no amount specified, then the maximum amount shall remain Forty Thousand and No/100 (\$40,000.00) Dollars.

7. Special Assessment Contingency. This Lambertville Firefighters Agreement is expressly contingent upon the successful establishment by Bedford of a Township-wide special assessment district established for the sole purpose of funding this Lambertville Firefighters Agreement, and the similar Bedford Township Maintenance Agreement with Temperance Firefighters Association, which must be in place for the July 1, 1991 to June 30, 1992 fiscal year. It is anticipated that the special assessment district will be established sometime during the first six (6) months of 1991. In the event that the special assessment district is not established for the 1991-92 Bedford fiscal year, then this Lambertville Firefighters Agreement shall be null and void. If the special assessment district is established for the 1991-92 Bedford fiscal year, then this Lambertville Firefighters Agreement shall be in full force and effect.

8. Agreement Extension. This Lambertville Firefighters Agreement may be extended on an annual basis, for succeeding Bedford fiscal years, (assuming that the special assessment district was established for the 1991-92 Bedford fiscal year). It shall automatically extend for the next succeeding Bedford fiscal year, unless either party gives written notice to the other party of its intention that the Lambertville Firefighters Agreement is to terminate on the next anniversary date of this Lambertville Firefighters Agreement, said notice to be given no later than ten (10) days before said next anniversary date. Each extension of this Lambertville Firefighters Agreement shall be expressly contingent upon the continuation of the special assessment district to totally fund the Lambertville Firefighters Agreement for the next succeeding Bedford fiscal year,

and if said special assessment shall not be continued, or should it terminate or lapse, or for any reason not be in effect for the next succeeding fiscal year, then this Lambertville Firefighters Agreement, and any extension shall immediately terminate and be of no further force and effect. Unless Bedford and Lambertville Firefighters agree to a different annual payment amount, the annual payment amount for any extension shall be Forty Thousand and No/100 (\$40,000.00) Dollars. In order to change the Forty Thousand and No/100 (\$40,000.00) Dollar annual payment amount, the parties must agree upon said new amount, and upon an extension for the next succeeding fiscal year, no later than ten (10) days before the next anniversary date of this Lambertville Firefighters Agreement. In other words, if no other annual payment amount is agreed to, and no written notice to terminate is provided prior to ten (10) days before the anniversary date of this Lambertville Firefighters Agreement, then the Agreement will extend for the next succeeding fiscal year upon the same annual payment amount as for the then current fiscal year. If a different annual payment amount is agreed to by Bedford and Lambertville Firefighters before ten (10) days prior to the next anniversary date of this Lambertville Firefighters Agreement, then the Agreement shall extend for the next succeeding fiscal year for the newly agreed upon annual payment amount. If written notice is provided to the other party of an intention to terminate the Lambertville Firefighters Agreement no later than ten (10) days prior to the next anniversary date, then the Lambertville Firefighters Agreement shall terminate on said anniversary date. In the event of any extension, either with the same annual payment amount or a new annual payment amount, this Lambertville Firefighters Agreement and any extension shall terminate if the special assessment is not continued, or is terminated, or lapses, or for any reason is not in effect for the next succeeding fiscal year.

9. Reports. Lambertville Firefighters agrees to provide Bedford with a quarterly report no later than three (3) days after the end of each quarterly period ending on September 30, 1991, December 31, 1991, March 31, 1992, and June 30, 1992. In other words, Lambertville Firefighters Association shall provide a written report to Bedford no later than October 3, 1991, January 3, 1992, April 3, 1992, and July 3, 1992, indicating in general terms the status of the fire hall, and trucks, vehicles, equipment, clothing, and other personalty which are located at the Lambertville fire hall, and which are the subject of this Lambertville Firefighters Agreement. In addition, in said report, Lambertville Firefighters shall specify the amounts previously received from Bedford for the current fiscal year. These reports must be in writing and presented to the Bedford Clerk, who shall make them available to all Bedford board members at the next regular board meeting.

10. Payment Money Use. So long as Lambertville Firefighters performs all of its duties and obligations pursuant to this Lambertville Firefighters Agreement, all monies paid to Lambertville Firefighters by Bedford shall belong to Lambertville Firefighters to be used in any manner deemed appropriate by Lambertville Firefighters.

11. Notices. All notices, reports, or payments required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by regular mail to the other party at their respective addresses as specified herein.

12. Binding Agreement and No Assignment. The covenants, conditions, and agreements contained in this Lambertville Firefighters

Agreement shall bind and inure to the benefit of Bedford and Lambertville Firefighters and their respective successors, heirs and assigns, although Lambertville Firefighters may not assign this Lambertville Firefighters Agreement, or any of its obligations hereunder, to any person or entity other than to a successor of Lambertville Firefighters which is substantially the same type of association as is presently in place.

13. Severability. The unenforceability, invalidity, illegality, or unconstitutionality of any provision in this Lambertville Firefighters Agreement shall not render the other provisions unenforceable, invalid, illegal, or unconstitutional.

14. Special Payment for First Year. Notwithstanding anything stated herein to the contrary, for the 1991-92 Bedford fiscal year only, and in lieu of the Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payments to be made by October 7, 1991 (for the September 30, 1991 quarter), and January 7, 1992 (for the December 31, 1991 quarter), Bedford shall make a payment of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars to Lambertville Firefighters no later than July 2, 1991, Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars no later than October 7, 1991, and Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00) Dollars no later than January 7, 1992. The normal Ten Thousand and No/100 (\$10,000.00) Dollar quarterly payments for the quarters ending March 31, 1992 and June 30, 1992, shall be made as provided elsewhere in this Lambertville Firefighters Agreement.

IN WITNESS WHEREOF, the parties have caused this Lambertville Firefighters Agreement to be executed as of the date and year first above written, the execution by the undersigned municipal and corporate officers being in accordance with authority duly vested in them by appropriate action of the Bedford Board of Trustees, and Lambertville Firefighters officers and members.

TOWNSHIP OF BEDFORD, A MONROE COUNTY,
MICHIGAN MUNICIPAL CORPORATION

BY: Pearl M. Albert
Pearl M. Albert, Supervisor

BY: Beverly S. Hammerstrom
Beverly S. Hammerstrom, CMC, Clerk

LAMBERTVILLE FIREFIGHTERS ASSOCIATION,
A MICHIGAN NON-PROFIT CORPORATION

BY: Royal Billings, Jr.
Royal Billings, Jr., President

ATTEST:

BY: David L. Stevenson
David Stevenson, Secretary

FIRST AMENDMENT TO BEDFORD TOWNSHIP MAINTENANCE
AGREEMENT WITH LAMBERTVILLE FIREFIGHTERS ASSOCIATION

This First Amendment to Bedford Township Maintenance Agreement with Lambertville Firefighters Association, ("First Amendment") is made this 20th day of August, 1996, by and between the Township of Bedford, a general law township municipal corporation located in Monroe County, Michigan, whose township offices are located at 8100 Jackman Road, Temperance, (Bedford Township), Monroe County, Michigan 48182, ("Bedford"), and Lambertville Firefighters Association, a Michigan non-profit corporation, 3445 Dean Road, P.O. Box 327, Lambertville, (Bedford Township), Monroe County, Michigan 48144, ("Lambertville Firefighters").

WHEREAS, Bedford and Lambertville Firefighters entered into the Bedford Township Maintenance Agreement with Lambertville Firefighters Association on or about December 18, 1990, ("12-18-90 Agreement"); and

WHEREAS, the 12-18-90 Agreement specified that Lambertville Firefighters would perform certain cleaning, normal janitorial service and routine light preventative maintenance on the Lambertville Fire Station and related equipment located at 3445 Dean Road, Lambertville, ("Bedford Township"), Monroe County, Michigan, in return for Bedford paying Lambertville Firefighters the sum of Forty Thousand and No/100 (\$40,000.00) Dollars annually, that being Ten Thousand and No/100 (\$10,000.00) Dollars per quarter based on a fiscal year of July 1 to June 30; and

WHEREAS, paragraph 8 of the 12-18-90 Agreement provided that said 12-18-90 Agreement would be extended on an annual basis, for succeeding Bedford fiscal years, upon the same terms and conditions, unless either party gave written notice to the other party of its intention to have the terms modified or the 12-18-90 Agreement terminated, and that said notice must be given prior to ten (10) days before the anniversary date of the 12-18-90 Agreement; and

WHEREAS, Lambertville Firefighters did give such notice to Bedford of its intention to modify the terms of the 12-18-90 Agreement, prior to ten (10) days before the anniversary date of the 12-18-90 Agreement; and

WHEREAS, Bedford and Lambertville Firefighters mutually wish to modify the terms of the 12-18-90 Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Paragraph 3 entitled "Payment Amount", paragraph 4 entitled "Payment Procedures", paragraph 6 entitled "Maximum Payment" and paragraph 8 entitled "Agreement Extension" of the 12-18-90 Agreement are hereby modified, but only as to the total annual contract payment amount of Forty Thousand and No/100 (\$40,000.00) Dollars in paragraph 3, and as to the total annual contract payment amount

of Forty Thousand and No/100 (\$40,000.00) Dollars and quarterly installment payments of Ten Thousand and No/100 (\$10,000.00) Dollars in paragraph 4, and as to the maximum annual contract payment amount of Forty Thousand and No/100 (\$40,000.00) Dollars in paragraph 6, and as to the total annual contract payment amount of Forty Thousand and No/100 (\$40,000.00) Dollars in paragraph 8.

The total annual contract payment amount which Bedford pays to Lambertville Firefighters shall no longer be Forty Thousand and No/100 (\$40,000.00) Dollars. The total annual contract payment amount, beginning with the fiscal year July 1, 1996 to June 30, 1997, shall be that amount which, after deducting expenses for maintaining and spreading the special assessment which pays for the total annual contract payment amount, is calculated by taking the number of tax parcels in Bedford, and multiplying that number of parcels by the amount of Nine and 75/100 (\$9.75) Dollars per parcel, and then dividing that amount by two such that one-half shall be payable to Lambertville Firefighters and the other one-half shall be payable to Temperance Firefighters. (Temperance Firefighters and Bedford have entered into a Bedford Township Maintenance Agreement with Temperance Firefighters Association dated December 18, 1990, which is being modified at the same time that this First Amendment is being made, and under the same terms and conditions.) The number of parcels subject to the annual Bedford special assessment which pays for the total annual contract payment amount shall determine the number of parcels used for computing the total annual contract payment amount each year. The number of parcels subject to special assessment

is established as of December 31 of the year prior to the year of the special assessment. As an example, if there were ten thousand (10,000) tax parcels within Bedford as of December 31, 1995, then in December of 1996, the annual special assessment would be ten thousand (10,000) tax parcels multiplied by Nine and 75/100 (\$9.75) Dollars, or Ninety-Seven Thousand Five Hundred and No/100 (\$97,500.00) Dollars, which would then be divided by two for the amount payable to Lambertville Firefighters, after deducting the allowable expenses. In that example, the total annual contract payment amount for the fiscal year July 1, 1996 to June 30, 1997 would be one-half of Ninety-Seven Thousand Five Hundred and No/100 (\$97,500.00) Dollars, or Forty-Eight Thousand Seven Hundred Fifty and No/100 (\$48,750.00) Dollars, less the allowable expenses. Bedford shall, for the fiscal year beginning July 1, 1996, and if necessary, for any fiscal year thereafter, advance the necessary monies from its general fund to make up for any shortfall from the special assessment amounts collected during the previous year's special assessment collection. Bedford would then pay its general fund back from special assessment amounts collected in the future. The quarterly payment dates shall remain October 7 (for the quarter ending September 30), January 7 (for the quarter ending December 31), April 7 (for the quarter ending March 31), and July 7 (for the quarter ending June 30), but the quarterly payment amounts shall be one-fourth of the total annual contract payment amount each year. In the above example, the quarterly payment amount due October 7, 1996 would be Twelve Thousand One Hundred Eighty-Seven and 50/100 (\$12,187.50) Dollars, less allowable expenses, and the remaining quarterly payments would be similarly calculated. If there would be insufficient monies

from the 1995 special assessment to pay for the October 7, 1996 quarterly payment and/or other quarterly payments, then Bedford would advance the shortfall and retrieve the monies from later special assessment monies when collected. For the fiscal year July 1, 1996 to June 30, 1997, the costs of continuing the special assessment in 1996 would be deducted from the total annual contract payment amount due for said fiscal year. For the fiscal year July 1, 1996 to June 30, 1997, and for all years thereafter, Bedford shall retain any interest earned as a result of holding special assessment funds to offset lost interest for advanced monies and to pay for administrative costs.

B. In all other respects, the 12-18-90 Agreement shall remain in full force and effect, and is hereby confirmed by both parties, subject to the terms of this First Amendment. The term of the 12-18-90 Agreement, as modified by this First Amendment, shall continue on from December 18 to December 18 of each year, for purposes of execution and extensions, but for all other purposes, including services and payment, it shall continue from July 1 to June 30 of each year, unless terminated, or unless said term is modified. The annual contract payment obligation each fiscal year shall be subject to the continuation of the annual Bedford special assessment to pay the total annual contract payment amount.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date and year first above written, the execution by the undersigned municipal and corporate officers being in accordance with authority duly vested in them by appropriate action of the Bedford Board of Trustees, and Lambertville Firefighters Officers and Members.

TOWNSHIP OF BEDFORD, A GENERAL
LAW TOWNSHIP MUNICIPAL
CORPORATION LOCATED IN
MONROE COUNTY, MICHIGAN:

By: Pearl M. Albert-Green
Pearl M. Albert-Green,
Township Supervisor

By: Nancy J. Tienvieri
Nancy J. Tienvieri,
Township Clerk

LAMBERTVILLE FIREFIGHTERS
ASSOCIATION, A MICHIGAN
NON-PROFIT CORPORATION

By: Jerry Shannon
_____, President

PREPARED BY:

W. Thomas Graham (P-26548)
LENNARD, GRAHAM & GOLDSMITH
222 Washington Street
Monroe, Michigan 48161-2146
Phone: (313) 242-9500

By: Scott Whipple
_____, Secretary

EXHIBIT G

IN THE CIRCUIT COURT FOR THE COUNTY OF MONROE, MICHIGAN

TODD BRUNING,

Plaintiff
vs.

Judge
Case No.:

BEDFORD TOWNSHIP, MONROE
COUNTY, MICHIGAN

AFFIDAVIT
OF TODD BRUNING

and,

BEDFORD TOWNSHIP BOARD OF TRUSTEES

Defendants

Phillip A. Schaedler P-35047
David E. Lacasse P-71171
SCHAEDLER & LACASSE, PC
Attorney for Plaintiff
147 North Main Street
Adrian, MI 49221
(517) 263-2832
(517) 263-2941 fax

AFFIDAVIT OF TODD BRUNING

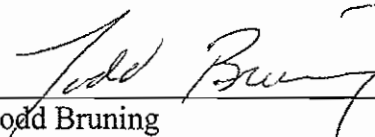
STATE OF MICHIGAN)
)ss.
COUNTY OF LENAWE)

Todd Bruning, being duly sworn, deposes and says:

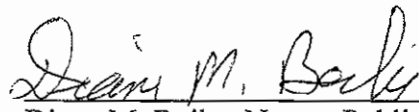
1. I am a resident of the Township of Bedford, county of Monroe and the Plaintiff in the above referenced legal proceeding.
2. This Affidavit is based upon my personal knowledge.
3. I was a volunteer fire fighter for the Bedford Township Volunteer Fire Department.
4. I was a member of the Lambertville Fire Fighters Association.

5. The Lambertville and Temperance Fire Fighters Associations receive approximately \$60,000.00 per year each from Bedford Township pursuant to contracts for janitorial, light maintenance and cleaning services in the various fire stations throughout the township.
6. The funds paid to the respective Fire Fighters Associations are used by the Fire Fighters Associations for the purpose of paying time and service bonuses, summer and winter bonuses to fire fighters and their family members, buying birthday and retirement gifts, throwing holiday and birthday parties, buying dinners and drinks for members and officers during association meetings and paying for trips to sporting event and amusement parks.
8. The money paid by the township to the fire fighters associations pursuant to the aforementioned contracts is not used to pay for fire fighter training or to which is reimbursed directly to the individual fire fighters by the township or to compensate fire fighters for services provided other than firefighting such as performing inspections, reviewing site plans and providing training to school children and area service clubs.

Further, the deponent sayeth not.


Todd Bruning

Subscribed and sworn before me this 17th day of November, 2014


Diane M. Boike, Notary Public
Lenawee County, Michigan
My Commission Expires: 4/28/2018