

**CHARTER TOWNSHIP OF BEDFORD  
MAY 9, 2013 BOARD MEETING  
MINUTES**

THE BOARD OF TRUSTEES OF THE CHARTER TOWNSHIP OF BEDFORD CONVENED FOR THE REGULAR SCHEDULED BOARD MEETING, THURSDAY, MAY 9, 2013, 7:30 P.M., BEDFORD MEETING ROOM, 115 SOUTH ULDRIKS DRIVE, BATTLE CREEK, MICHIGAN, 49037.

**1. CALL MEETING TO ORDER**

SUPERVISOR SPRAU CALLED THE MEETING TO ORDER.

**2. PLEDGE OF ALLEGIANCE**

THE PLEDGE OF ALLEGIANCE WAS RECITED BY THE AUDIENCE AND BOARD MEMBERS.

**3. ROLL CALL**

**PRESENT: THOMAS J. SPRAU, SR., SUPERVISOR; JOYCE FERACO, CLERK; CHRISANDRA DEZOTELL, TREASURER; CONNIE GIBSON, TRUSTEE; RICHARD HARVEY, TRUSTEE; ANDY JONES, TRUSTEE; SALLY SHAW, TRUSTEE -- QUORUM WAS PRESENT.**

**4. APPROVAL OF THE APRIL 11, 2013 MINUTES**

MOVED BY TRUSTEE HARVEY, SUPPORTED BY TRUSTEE SHAW, RESOLVED BY THE BOARD OF TRUSTEES OF THE CHARTER TOWNSHIP OF BEDFORD TO APPROVE THE APRIL 11, 2013 MINUTES, AS SUBMITTED.

SUPERVISOR SPRAU ASKED IF THERE WERE ANY CORRECTIONS OR DELETIONS. THERE WERE NOT ANY DELETIONS OR CORRECTIONS FROM THE BOARD MEMBERS.

**ROLL CALL: HARVEY, YES; SPRAU, YES; SHAW, YES; JONES, YES; FERACO, YES; DEZOTELL, YES; GIBSON, YES -- 7 YES, 0 NO, 0 EXCUSED. MOTION CARRIED.**

**SPECIAL ORDER OF BUSINESS**

**RES. 5/9/13/14 MOVED BY TRUSTEE HARVEY, SUPPORTED BY TRUSTEE JONES, RESOLVED BY THE BOARD OF TRUSTEES OF THE CHARTER TOWNSHIP OF BEDFORD TO GRANT A FRANCHISE ORDINANCE BETWEEN SEMCO ENERGY GAS COMPANY AND THE CHARTER TOWNSHIP OF BEDFORD;**

**AN ORDINANCE, GRANTING TO SEMCO ENERGY GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., A MICHIGAN CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER AND AUTHORITY TO LAY, MAINTAIN AND OPERATE GAS MAINS, PIPES AND SERVICES ON, ALONG, ACROSS AND UNDER**

**THE HIGHWAYS, STREETS, ALLEYS, BRIDGES, WATERWAYS, AND OTHER PUBLIC PLACES, AND TO CONDUCT A LOCAL GAS BUSINESS IN THE TOWNSHIP OF BEDFORD LOCATED IN CALHOUN COUNTY, MICHIGAN, FOR A PERIOD OF THIRTY YEARS.**

**THE TOWNSHIP OF BEDFORD ORDAINS:**

**SECTION 1. GRANT OF FRANCHISE. THE TOWNSHIP OF BEDFORD, LOCATED IN CALHOUN COUNTY, MICHIGAN (THE "TOWNSHIP"), HEREBY GRANTS TO SEMCO ENERGY GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., A MICHIGAN CORPORATION, ITS SUCCESSORS AND ASSIGNS, (THE "GRANTEE") THE RIGHT, POWER AND AUTHORITY TO CONSTRUCT, LAY, OPERATE, MAINTAIN AND REPLACE IN THE PUBLIC STREETS, HIGHWAYS, ALLEYS AND OTHER PUBLIC PLACES IN THE TOWNSHIP OF BEDFORD, MICHIGAN, ALL NEEDFUL AND PROPER GAS PIPES, MAINS, CONDUCTORS, SERVICE PIPES AND OTHER APPARATUS AND FACILITIES REQUISITE FOR THE MANUFACTURE, TRANSMISSION AND DISTRIBUTION OF GAS FOR ALL PURPOSES TO THE TOWNSHIP OF BEDFORD, AND THE INHABITANTS THEREOF, AND FOR CONDUCTING GAS ELSEWHERE TO SUPPLY NEIGHBORING CITIES, VILLAGES AND OTHER TERRITORIES SUPPLIED WITH GAS BY SAID GRANTEE, FOR A PERIOD OF THIRTY YEARS.**

**SECTION 2. CONSIDERATION. IN CONSIDERATION OF THE RIGHTS, POWER AND AUTHORITY HEREBY GRANTED, GRANTEE SHALL FAITHFULLY PERFORM ALL THINGS REQUIRED BY THE TERMS HEREOF.**

**SECTION 3. CONDITIONS. NO HIGHWAY, STREET, ALLEY, BRIDGE OR OTHER PUBLIC PLACE USED BY GRANTEE SHALL BE OBSTRUCTED LONGER THAN NECESSARY DURING THE WORK OF CONSTRUCTION OR REPAIR, AND SHALL BE RESTORED TO THE AS GOOD ORDER AND CONDITION AS WHEN GRANTEE COMMENCED THE WORK. ALL OF GRANTEE'S PIPES AND MAINS SHALL BE SO PLACED IN THE HIGHWAYS AND OTHER PUBLIC PLACES AS NOT TO UNNECESSARILY INTERFERE WITH THE USE THERE OF FOR HIGHWAY PURPOSES.**

**SECTION 4. HOLD HARMLESS. GRANTEE SHALL AT ALL TIMES KEEP AND SAVE THE TOWNSHIP FREE AND HARMLESS FROM ALL LOSS, COSTS AND EXPENSE TO WHICH IT MAY BE SUBJECT BY REASON OF THE GRANTEE'S NEGLIGENT CONSTRUCTION AND NEGLIGENT MAINTENANCE OF THE STRUCTURES AND EQUIPMENT HEREBY AUTHORIZED. IF ANY ACTION IS COMMENCED AGAINST THE TOWNSHIP RESULTING FROM GRANTEE'S NEGLIGENT CONSTRUCTION AND MAINTENANCE, GRANTEE SHALL, UPON NOTICE, DEFEND THE TOWNSHIP AND SAVE IT FREE AND HARMLESS FROM ALL LOSS, COST AND DAMAGE ARISING OUT OF SUCH NEGLIGENT CONSTRUCTION AND MAINTENANCE.**

**SECTION 5. FRANCHISE NOT EXCLUSIVE. THE RIGHTS, POWER AND AUTHORITY HEREIN GRANTED, ARE NOT EXCLUSIVE. EITHER MANUFACTURED OR NATURAL GAS MAY BE FURNISHED HEREUNDER.**

**SECTION 6. RATES. GRANTEE SHALL CHARGE FOR GAS FURNISHED THE RATES, CHARGES AND SPECIAL TAXES AS APPROVED FROM TIME TO TIME BY THE MICHIGAN PUBLIC SERVICE COMMISSION, OR ITS SUCCESSORS HAVING AUTHORITY AND JURISDICTION TO FIX AND REGULATE GAS TAXES AND CHARGES, OR AS OTHERWISE PERMITTED OT REQUIRED BY APPLICABLE LAW OR TARIFF, FOR THE TERM OF THIS FRANCHISE. SUCH RATES SHALL BE SUBJECT TO COMMISSION REVIEWED AND CHANGE AT ANY TIME UPON PETITION THEREFOR BEING MADE BY EITHER SAID TOWNSHIP, ACTING BY ITS TOWNSHIP BOARD, OR BY SAID GRANTEE.**

**SECTION 7. REVOCATION. THE FRANCHISE GRANTED BY THIS ORDINANCE IS SUBJECT TO REVOCATION UPON SIXTY (60) DAYS WRITTEN NOTICE BY THE PARTY DESIRING SUCH REVOCATION.**

**SECTION. 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION. GRANTEE SHALL, AS TO ALL OTHER CONDITIONS AND ELEMENTS OF SERVICE NOT HEREIN FIXED, BE AND REMAIN SUBJECT TO THE REASONABLE RULES AND REGULATIONS OF THE MICHIGAN PUBLIC SERVICE COMMISSION OR ITS SUCCESSORS, APPLICABLE TO GAS SERVICE IN SAID TOWNSHIP AND SHALL PROVIDE SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN IT S APPLICABLE TARIFF AS APPROVED FROM TIME TO TIME BY THE MICHIGAN PUBLIC SERVICE COMMISSION OR ITS SUCCESSORS.**

**SECTION 9. SUCCESSORS AND ASSIGNS. THE WORDS "SEMCO ENERGY GAS COMPANY" AND "SEMCO ENERGY, INC.," WHEREVER USED HEREIN, ARE INTENDED AND SHALL BE HELD AND CONSTRUED TO MEAN AND INCLUDE SEMCO ENERGY GAS COMPANY AND ITS PARENT, SUBSIDIARIES, SUCCESSORS, AFFILIATES, AND ASSIGNS, WHETHER SO EXPRESSED OR NOT. THE WORD "GRANTEE," WHEREVER USED HEREIN, IS INTENDED AND SHALL BE HELD AND CONSTRUED TO MEAN AND INCLUDE SEMCO ENERGY GAS COMPANY, SEMCO ENERGY, INC., AND THE SUCCESSORS AND ASSIGNS OF EACH, WHETHER SO EXPRESSED OR NOT. GRANTEE MAY ASSIGN THE RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT AS LONG AS THE GRANTEE PROVIDES PRIOR WRITTEN NOTICE TO THE TOWNSHIP OF ANY SUCH ASSIGNMENT.**

**SECTION 10. FORCE MAJEURE. THE GRANTEE SHALL NOT BE LIABLE FOR FAILURE TO FURNISH SERVICE AS HEREIN PROVIDED, OR FOR ANY BREACH OF THE GRANTEE'S OBLIGATIONS HEREUNDER, IF SUCH FAILURE OR BREACH IS CAUSED BY ACTS OF GOD, LABOR TROUBLES, RIOT, OR ANY OTHER CAUSES OR CONTINGENCIES NOT REASONABLY WITHIN THE CONTROL OF THE GRANTEE.**

**SECTION 11. EFFECTIVE DAY. UPON ADOPTION, THE TOWNSHIP CLERK SHALL DELIVER TO GRANTEE A CERTIFIED COPY OF THIS ORDINANCE. ADDITIONALLY, THE TOWNSHIP SHALL PUBLISH THIS ORDINANCE WITHIN THIRTY (30) DAYS OF ITS ADOPTION AND THIS ORDINANCE SHALL TAKE EFFECT UPON THE DAY AFTER THE DATE OF PUBLICATION THEREOF, CONTINUING FOR A TERM OF 30 (THIRTY) YEARS FROM THAT DATE;**

**PROVIDED, HOWEVER, IT SHALL CEASE AND BE OF NO EFFECT AFTER SIXTY (60) DAYS FROM ITS ADOPTION UNLESS WITHIN SAID PERIOD THE GRANTEE SHALL ACCEPT THE SAME IN WRITING FILED WITH THE TOWNSHIP CLERK. UPON ACCEPTANCE AND PUBLICATION HEREOF, THE ORDINANCE SHALL CONSTITUTE A CONTRACT BETWEEN SAID TOWNSHIP AND SAID GRANTEE.**

**SUPERVISOR SPRAU ASKED IF THERE WERE ANY QUESTIONS PERTAINING TO THE ORDINANCE. HE NOTED THIS FRANCHISE AGREEMENT ORDINANCE IS FOR ABOUT 38 YEARS. THERE WERE NOT COMMENTS FROM THE BOARD MEMBERS.**

**ROLL CALL: GIBSON, YES; HARVEY, YES; SPRAU, YES; SHAW, YES; JONES, YES; FERACO, YES; DEZOTELL, YES – 7 YES, 0 NO, 0 EXCUSED. MOTION CARRIED.**

**6. COMMUNICATIONS**

- (1) MICHIGAN TOWNSHIPS ASSOCIATION FAXES**
- (2) REPRESENTATIVE JASE BOLGER -- 63<sup>RD</sup> DISTRICT NEWSLETTER**
- (3) REPRESENTATIVE KATE SEGAL – 62<sup>ND</sup> DISTRICT INFORMATION**

**CLERK FERACO REPORTED THAT THERE WAS A LOW TURN OUT FOR THE MAY 7<sup>TH</sup> ELECTION, AND THE BOARD OF CANVASSERS PASSED THE ELECTION FOR BEDFORD. SHE NOTED THAT THERE IS A \$10.00 DEPOSIT FEE FOR THE PARK KEY FOR SKEETS GEHRMAN PARK, WHICH IS RETURNED TO THE PERSON WHEN THE KEY IS RETURNED TO THE CLERK'S OFFICE. THE KEY IS USED FOR THE GATE AND BATHROOMS.**

**7. PUBLIC COMMENTS**

**SUPERVISOR SPRAU ASKED IF THERE WERE ANY COMMENTS FROM THE PUBLIC TO ADDRESS THE BOARD. BEDFORD RESIDENT INQUIRED ABOUT THE INDIVIDUAL WHO WAS CONTRACTED TO DO BLIGHT AND WHEN IS HE GOING TO COMMENCE. SUPERVISOR SPRAU NOTED THAT HIS INSURANCE COMPANY NO LONGER ISSUES LIABILITY COVERAGE - SO THERE IS AN ISSUE THERE. BEDFORD'S INSURANCE CARRIER WANTS A WORK COMP RELEASE FROM HIM, BUT MR. FARMER QUESTIONED THAT ISSUE, BECAUSE HE DOES NOT NEED IT WITH THE OTHER MUNICIPALITIES. SPRAU NOTED THAT HE EMAILED MR. FARMER THIS MORNING TO SEE IF HE WOULD SIGN A HOLD HARMLESS CLAUSE – SPRAU NOTED THAT MR. FARMER HAS A FULL-TIME JOB AND, DID NOT HEAR BACK FROM HIM AT THIS TIME. SPRAU NOTED THAT HE WOULD DO SIX BLIGHT INCIDENTS AT A TIME, BUT INFERRED MR. FARMER WOULD CARRY THROUGH WITH OTHERS THAT WERE NOT AS SEVERE. THE BOARD DISCUSSED THE PROCESS OF THE BLIGHT PROCEDURE AND THAT MR. FARMER IS PROFICIENT AT THIS, AND HE COULD BE REEVALUATE AT THE END OF HIS CONTRACT.**

**NO ACTION**

**11. TRUSTEES PERSONAL PRIVILEGE**

**TRUSTEE HARVEY NOTED THAT THE ELECTION WENT WELL. HE EXPLAINED THAT TRUSTEE GIBSON AND HE ARE ON THE ELECTION COMMISSION. TRUSTEE GIBSON INFERRED THAT THERE ARE MANY INTELLIGENT INDIVIDUALS THAT WORK AS ELECTION WORKERS. HE NOTED THAT HE COULD NOT IMAGINE WHAT THE PRESIDENTIAL ELECTION IS LIKE.**

**12. PUBLIC COMMENTS**


**SUPERVISOR SPRAU ASKED IF THERE WERE ANY COMMENTS FROM THE PUBLIC. THERE WERE NOT ANY COMMENTS FROM THE PUBLIC.**

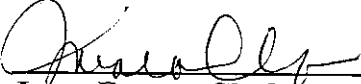
**13. ANNOUNCEMENTS OF CHAIR, CHAIRPERSONS OR TOWNSHIP OFFICIALS**

**SUPERVISOR SPRAU REPORTED ON THE JUNE 1<sup>ST</sup> SPRING CLEANUP AT FIRE STATION 3, MORGAN ROAD -- FROM 8:00 A.M. TO 12:00 P.M. TOWNSHIP SUMMER HOURS BEGIN FRIDAY, MAY 24<sup>TH</sup> -- MONDAY THRU THURSDAY 8:00 AM UNTIL 12:00 PM AND 1:00 P.M. UNTIL 4:00 P.M. -- FRIDAY 8:00 AM UNTIL 12:00 P.M.**

**14. ADJOURNMENT**

**MOVED BY TRUSTEE HARVEY AND SUPPORTED BY TRUSTEE SHAW TO ADJOURN THE REGULAR SCHEDULED BOARD MEETING. UNANIMOUS VOICE VOTE MOTION CARRIED.**

  
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Thomas J. Sprau, Supervisor

  
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Joyce Feraco, Clerk